



# Agenda

## City Council Formal Meeting

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Wednesday, December 13, 2023

2:30 PM

phoenix.gov

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**\*\*\*REVISED Dec. 12, 2023\*\*\***

**Items Revised: 2, 27; Item Added: 59**

### OPTIONS TO ACCESS THIS MEETING

#### *Virtual Request to speak at a meeting:*

- **Register online** by visiting the City Council Meetings page on phoenix.gov at least 2 hours prior to the start of this meeting. Then, click on this link at the time of the meeting and join the Webex to speak: <https://phoenixcitycouncil.webex.com/phoenixcitycouncil/onstage/g.php?MTID=e5c4a35ae46e576aa2215b57733364824>

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

#### **In-Person Requests to speak at a meeting:**

- Register in person at a kiosk located at the City Council Chambers, 200 W. Jefferson St., Phoenix, Arizona, 85003. Arrive 1 hour prior to the start of this meeting. Depending on seating availability, residents will attend and speak from the Upper Chambers, Lower Chambers or City Hall location.

- Individuals should arrive early, 1 hour prior to the start of the meeting to submit an in-person request to speak before the item is called. After the item is called, requests to speak for that item will not be accepted.

#### **At the time of the meeting:**

- **Watch** the meeting live streamed on phoenix.gov or Phoenix Channel 11 on Cox Cable, or using the Webex link provided above.

- **Call-in** to listen to the meeting. Dial 602-666-0783 and Enter Meeting ID 2551 844 2145# (for English) or 2554 339 9006# (for Spanish). Press # again when prompted for attendee ID.

- **Watch** the meeting in-person from the Upper Chambers, Lower Chambers or City Hall depending on seating availability.

- Members of the public may attend this meeting in person. Physical

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access to the meeting location will be available starting 1 hour prior to the meeting.

**Para nuestros residentes de habla hispana:**

- **Para registrarse para hablar en español**, llame al 602-262-6001 **al menos 2 horas antes del inicio de esta reunión** e indique el número del tema. El día de la reunión, llame al 602-666-0783 e ingrese el número de identificación de la reunión 2554 339 9006#. El intérprete le indicará cuando sea su turno de hablar.

- **Para solamente escuchar la reunión en español**, llame a este mismo número el día de la reunión (602-666-0783; ingrese el número de identificación de la reunión 2554 339 9006#). Se proporciona interpretación simultánea para nuestros residentes durante todas las reuniones.

- **Para asistir a la reunión en persona**, vaya a las Cámaras del Concejo Municipal de Phoenix ubicadas en 200 W. Jefferson Street, Phoenix, AZ 85003. Llegue 1 hora antes del comienzo de la reunión. Si desea hablar, regístrese electrónicamente en uno de los quioscos, antes de que comience el tema. Una vez que se comience a discutir el tema, no se aceptarán nuevas solicitudes para hablar. Dependiendo de cuantos asientos haya disponibles, usted podría ser sentado en la parte superior de las cámaras, en el piso de abajo de las cámaras, o en el edificio municipal.

**CALL TO ORDER AND ROLL CALL****MINUTES OF MEETINGS**

- 1      For Approval or Correction, the Minutes of the Formal Meeting on March 3, 2021 Page 9

**BOARDS AND COMMISSIONS**

- \*2      Mayor and Council Appointments to Boards and Commissions \*\*\*REVISED\*\*\* Page 10

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

- 3      Liquor License - Boo and Henry's Memphis Pit BBQ District 2 - Page 13
- 4      Liquor License - Tres Cabo Amigos LLC District 2 - Page 18
- 5      Liquor License - Special Event - Windsor Square Special Planning District District 4 - Page 20
- 6      Liquor License - Mimi's Cafe District 2 - Page 21

**PAYMENT ORDINANCE (Ordinance S-50410) (Items 7-12)** Page 26

- 7      WorkHorse Equipment, LLC
- 8      Chevo Studios Inc.
- 9      Rural Water Association of Arizona
- 10     Settlement of Claim(s) Adams v. City of Phoenix
- 11     Settlement of Claim(s) Booth v. City of Phoenix
- 12     Settlement of Claim(s) Stickney v. City of Phoenix

**ADMINISTRATION**

- 13     Public Comment on Proposed Changes to Memoranda of Understanding Submitted by Authorized Employee Organizations Citywide - Page 28

- |    |  |                                     |
|----|--|-------------------------------------|
| 14 | <b>Proposed 9th Ave. and Happy Valley Road Annexation - Authorization to File</b>  | District 1 - Page 330               |
| 15 | <b>Proposed 19th Avenue and Park View Lane Annexation - Authorization to File</b>  | District 1 - Page 332               |
| 16 | <b>Amend Ordinance S-46963 Accepting and Dedicating Deeds and Easements for Roadway, Sidewalk and Public Utility Purposes (Ordinance S-50415)</b>                          | District 6 - Page 334               |
| 17 | <b>Acceptance and Dedication of Easements for Sidewalk Purposes (Ordinance S-50424)</b>  | District 7 - Page 336               |
| 18 | <b>Acceptance of Easements for Temporary Turn Around and Sewer Purposes (Ordinance S-50432)</b>  | District 7 - Page 337<br>District 8 |
| 19 | <b>Acquisition of Vacant Land South of Alameda Road Between 7th and 19th Avenues for a New North Phoenix Transit Operations and Maintenance Garage (Ordinance S-50433)</b> | District 1 - Page 339               |
| 20 | <b>Collection Services - RFQu 18-291 - Amendment (Ordinance S-50436)</b>   | Citywide - Page 341                 |
| 21 | <b>Two-way Pager Equipment and Service - Amendment (Ordinance S-50431)</b>   | Citywide - Page 342                 |

### **COMMUNITY SERVICES**

- |    |  |                       |
|----|--|-----------------------|
| 22 | <b>Roofing Replacement and Repairs Contracts - IFB FY24-086-04 Request for Award (Ordinance S-50412)</b>   | Citywide - Page 344   |
| 23 | <b>Community Planning and Consulting Services - Marcos de Niza Apartments - Contract for RFP FY24 086-02 (DRW) - Request for Award (Ordinance S-50414)</b> | District 8 - Page 346 |
| 24 | <b>Lead-Based Paint Inspections and Risk Assessments - Contract - RFQ FY24-086-08 - Request to Award (Ordinance S-50429)</b>                               | Citywide - Page 348   |
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<b>City Council Formal Meeting</b>	<b>Agenda</b>	<b>December 13, 2023</b>
25	<b>Authorization to Amend Emergency Shelter/Heat Related Respite Operator and Supportive Services Qualified Vendor List and Increase Authority (Ordinance S-50419)</b>	Citywide - Page 350
26	<b>Authorization to Amend Contract and Accept Additional Local Utility Assistance Funding from the Arizona Community Action Association dba Wildfire (Ordinance S-50430)</b>	Citywide - Page 352
*27	<b>Proposed Vacant Property Registry (Ordinance G-7203)</b> <b>***REVISED***</b>	Citywide - Page 354
28	<b>Artist Construction and Installation Contract for North 32nd Street Drought Pipeline and Neighborhood Improvements Public Art Project (Ordinance S-50413)</b>	District 3 - Page 366
29	<b>Request to Enter into a Development Agreement with QTS Phoenix II, LLC (Ordinance S-50411)</b>	District 8 - Page 368
30	<b>Citywide General Construction Job Order Contract Services - Amendment - 4108JOC209 (Ordinance S-50416)</b>	District 5 - Page 370
31	<b>Miscellaneous Building Repairs Contract - PKS RFQu-24-0080 - Request for Award (Ordinance S-50427)</b>	Citywide - Page 372
32	<b>Golf Course Maintenance and Operation Contract Extension (Ordinance S-50438)</b>	District 3 - Page 374 District 4 District 5 District 7
<b><u>ECONOMIC DEVELOPMENT</u></b>		
33	<b>Three-Year Membership with Canada Arizona Business Council (Ordinance S-50428)</b>	Citywide - Page 376
<b><u>PUBLIC SAFETY</u></b>		
34	<b>Leather Bunker Boots- PS16004 - Amendment (Ordinance S-50437)</b>	Citywide - Page 378
35	<b>Authorization to Enter into an Affiliated Personnel Agreement for Arizona Task Force One with Daniel Cook (Ordinance S-50439)</b>	Citywide - Page 379

- 36     **Aircraft Airframe, Engine, Avionics, Shop Supplies and General Helicopter/Aircraft Parts and Services - MCC 190142-C - Amendment (Ordinance S-50425)**     Citywide - Page 380
- 37     **LexisNexis Desk Officer Reporting System - RFA 18-010-Amendment (Ordinance S-50420)**     Citywide - Page 381

#### **TRANSPORTATION AND INFRASTRUCTURE**

- 38     **Phoenix Sky Harbor International Airport Terminal 4 Vertical and Horizontal Transportation System Modernization Phase II - Engineering Services - AV21000110 FAA (Ordinance S-50417)**     District 8 - Page 383
- 39     **Advertising and Graphic Design Services Contract - AVN RFP 23-0137 - Request for Award (Ordinance S-50426)**     District 8 - Page 385
- 40     **Additional Expenditures for Purchase of Light and Medium Duty Vehicles (Ordinance S-50422)**     Citywide - Page 387
- 41     **Apply for Arizona Department of Environmental Quality Recycling Research and Development Grant Opportunity (Ordinance S-50434)**     District 7 - Page 388
- 42     **Pavement Marking Tape - IFB 19-069 - Amendment (Ordinance S-50418)**     Citywide - Page 390
- 43     **Hedgepeth Waterline Improvement District - Design-Bid-Build Services - WS85503001 (Ordinance S-50421)**     District 1 - Page 391
- 44     **Van Buren Street: 7th Street to 24th Street - Engineering Services - ST89320161 (Ordinance S-50423)**     District 8 - Page 393
- 45     **Support for Formation of Las Palmaritas Irrigation Water Delivery District (Resolution 22175)**     District 5 - Page 395
- 46     **Homeless Services Sprung Structure II - Architectural and Engineering Services Agreement - 8980150009 (Ordinance S-50440)**     Citywide - Page 403
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<b>City Council Formal Meeting</b>	<b>Agenda</b>	<b>December 13, 2023</b>
47	<b>Resolution Authorizing Application for a Designation of Assured Water Supply to the Arizona Department of Water Resources (Resolution 22176)</b>	Citywide - Page 405
<b><u>PLANNING AND ZONING MATTERS</u></b>		
48	<b>Final Plat - Deer Valley and Tatum Apartments - PLAT 230075 - Northeast Corner of Deer Valley Drive and Tatum Boulevard</b>	District 2 - Page 406
49	<b>Final Plat - 13 W Missouri - PLAT 230042 - South of Missouri Avenue and West of Central Avenue</b>	District 4 - Page 407
50	<b>Final Plat - Sunset Farms Parcel 17 - PLAT 210070 - South of Broadway Road and West of 95th Avenue</b>	District 7 - Page 408
51	<b>Final Plat - 20th Street Townhomes - PLAT 220028 - Northeast Corner of 20th Street and Desert Lane</b>	District 8 - Page 409
52	<b>Abandonment of Right-of-Way - ABND 230020 - Northeast Corner of Darrow Street and 27th Street (Resolution 22177)</b>	District 8 - Page 410
53	<b>Abandonment of Right-of-Way - ABND 220035 - Northwest Corner of Darrow Street and 27th Street (Resolution 22178)</b>	District 8 - Page 411
54	<b>Planning and Development Department Residential, Commercial and Fire Building Plan Review - On-Call Services Amendment (Ordinance S-50435)</b>	Citywide - Page 412
55	<b>Amend City Code - Official Supplementary Zoning Map 1255 (Ordinance G-7202)</b>	District 6 - Page 414
56	<b>Amend City Code - Official Supplementary Zoning Map 1259 (Ordinance G-7204)</b>	District 8 - Page 418
57	<b>Amend City Code - Ordinance Adoption - Rezoning Application PHO-1-23--Z-SP-5-21-7 - Approximately 100 Feet West of the Northwest Corner of 59th Avenue and Lower Buckeye Road (Ordinance G-7205)</b>	District 7 - Page 422

- 58     **Remove/Replace Zoning District - 35th Avenue and  
Carter Road - Annexation 528 - Southwest Corner of 35th  
Avenue and the Carter Road Alignment (Ordinance  
G-7206)**     District 7 - Page 433

**ADD-ON ITEMS**

- \*59     **Final Plat - South Mountain Promenade - PLAT 220067 -     District 8 - Page 439  
Northwest Corner of Baseline Road and 27th Street  
\*\*\*REQUEST TO ADD-ON\*\*\***

**REPORTS FROM CITY MANAGER, COMMITTEES OR CITY OFFICIALS**

**000 CITIZEN COMMENTS**

**ADJOURN**



**For Approval or Correction, the Minutes of the Formal Meeting on March 3, 2021**

**Summary**

This item transmits the minutes of the Formal Meeting of March 3, 2021, for review, correction and/or approval by the City Council.

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

**Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

## City Council Formal Meeting



City of Phoenix

### Report

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Agenda Date: 12/13/2023, Item No. \*2

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### **\*\*\*ITEM REVISED (SEE ATTACHED MEMO)\*\*\* Mayor and Council Appointments to Boards and Commissions**

#### **Summary**

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

#### **Responsible Department**

This item is submitted by the Mayor's Office.



## City of Phoenix

**To:** City Council  
**From:** Mayor Kate Gallego

**Date:** December 13, 2023

**Subject:** \*REVISED BOARDS AND COMMISSIONS – APPOINTEES

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

### **Camelback East Village Planning Committee**

Councilman Kevin Robinson recommends the following for appointment:

#### Raul Guevar

Mr. Guevar is a real estate professional and a resident of District 6. He replaces Jack Wilenchik for a term to expire November 19, 2025.

#### Larry Whitesell

Mr. Whitesell is a neighborhood leader and resident of District 6. He replaces Dan Rush for a term to expire November 19, 2025.

### **Desert View Village Planning Committee**

Councilman Jim Waring recommends the following for appointment:

#### Dimitri Douvalakis

Mr. Douvalakis is the Destination Services Manager for Visit Phoenix and a resident of District 2. He fills a vacancy for a term to expire November 19, 2025.

#### ~~\*REMOVE: Renee Nunez~~

~~Ms. Nunez is an Administrative Assistant at Mayo Clinic. She fills a vacancy for a term to expire November 19, 2024.~~

### **Development Advisory Board**

I recommend the following for reappointment:

Timothy Keil

Mr. Keil will serve his first full term to expire December 13, 2026.

Joy Seitz

Ms. Seitz will serve her second term to expire December 13, 2026.

### **Encanto Village Planning Committee**

I recommend the following for appointment:

Felipe Carranza

Mr. Carranza is a Principal in the Osborn School District and a resident of District 4. He serves his first term to expire November 19, 2025.

### **\*ADD ON: Ethics Commission**

I recommend the following for appointment:

Jose Samuel Leyvas III

Mr. Leyvas III will serve as one of two Republicans and is a resident of District 7. He will serve a three-year term to expire December 13, 2026.

Louie Lujan

Mr. Lujan will serve as one of two Democrats and is a resident of District 3. He will serve a three-year term to expire December 13, 2026.

Cheryl Pietkiewicz

Ms. Pietkiewicz will serve as one of two Republicans and is a resident of District 2. She will serve a five-year term to expire December 13, 2028.

Patricia Sallen

Ms. Sallen will serve as one of two Democrats and is a resident of District 6. She will serve a five-year term to expire December 13, 2028.

Peter Schirripa

Mr. Schirripa will serve as one of one Unaffiliated and is a resident of District 4. He will serve a five-year term to expire December 13, 2028.

### **North Mountain Village Planning Committee**

Councilwoman Debra Stark recommends the following for reappointment:

Nadine Alauria

Ms. Alauria will serve her third term to expire November 19, 2025.

## **Planning Commission**

I recommend the following for appointment:

### Carol Hu

Ms. Hu is the Vice President for Enterprise Solutions at the Greater Phoenix Economic Council and a resident of District 8. She will serve her first term to expire December 13, 2027.

## ATTACHMENT A



### City of Phoenix

**To:** City Council  
**From:** Mayor Kate Gallego

**Date:** December 13, 2023

**Subject:** BOARDS AND COMMISSIONS – APPOINTEES

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#### **Desert View Village Planning Committee**

Councilman Jim Waring recommends the following for appointment:

##### Dimitri Douvalakis

Mr. Douvalakis is the Destination Services Manager for Visit Phoenix and a resident of District 2. He fills a vacancy for a term to expire November 19, 2025.

##### Renee Nunez

Ms. Nunez is an Administrative Assistant at Mayo Clinic. She fills a vacancy for a term to expire November 19, 2024.

#### **Development Advisory Board**

I recommend the following for reappointment:

Timothy Keil

Mr. Keil will serve his first full term to expire December 13, 2026.

Joy Seitz

Ms. Seitz will serve her second term to expire December 13, 2026.

### **Encanto Village Planning Committee**

I recommend the following for appointment:

Felipe Carranza

Mr. Carranza is a Principal in the Osborn School District and a resident of District 4. He serves his first term to expire November 19, 2025.

### **North Mountain Village Planning Committee**

Councilwoman Debra Stark recommends the following for reappointment:

Nadine Alauria

Ms. Alauria will serve her third term to expire November 19, 2025.

### **Planning Commission**

I recommend the following for appointment:

Carol Hu

Ms. Hu is the Vice President for Enterprise Solutions at the Greater Phoenix Economic Council and a resident of District 8. She will serve her first term to expire December 13, 2027.



## **Liquor License - Boo and Henry's Memphis Pit BBQ**

Request for a liquor license. Arizona State License Application 262804.

### **Summary**

#### Applicant

Jeffrey Miller, Agent

#### License Type

Series 12 - Restaurant

#### Location

16500 N. Scottsdale Road, Ste. 100

Zoning Classification: CP/GCPPCD

Council District: 2

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

The 60-day limit for processing this application is Dec. 30, 2023.

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

#### Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

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Public Opinion

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

Applicant's Statement

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

I have the capability, reliability and qualifications to hold a liquor license because:  
"Have attended both the Title 4 basic and management liquor law courses. Will require employees handling alcohol to attend as well. Will abide by AZ state laws and regulations"

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

"This restaurant will be the only authentic Memphis Style BBQ in the area. I'm originally from Memphis and my chef is from Louisiana. We are excited to bring the South style real BBQ to Arizona."

Staff Recommendation

Staff recommends approval of this application.

Attachments

Attachment - Boo and Henry's Memphis Pit BBQ - Data

Attachment - Boo and Henry's Memphis Pit BBQ - Map

**Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

# Liquor License Data: BOO AND HENRY'S MEMPHIS BBQ PIT

## Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	3	0
Beer and Wine Bar	7	7	4
Liquor Store	9	2	2
Beer and Wine Store	10	8	6
Hotel	11	2	1
Restaurant	12	59	21

## Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	63.55	18.63	28.23
Violent Crimes	12.17	1.67	3.39

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within ½ mile radius

## Property Violation Data

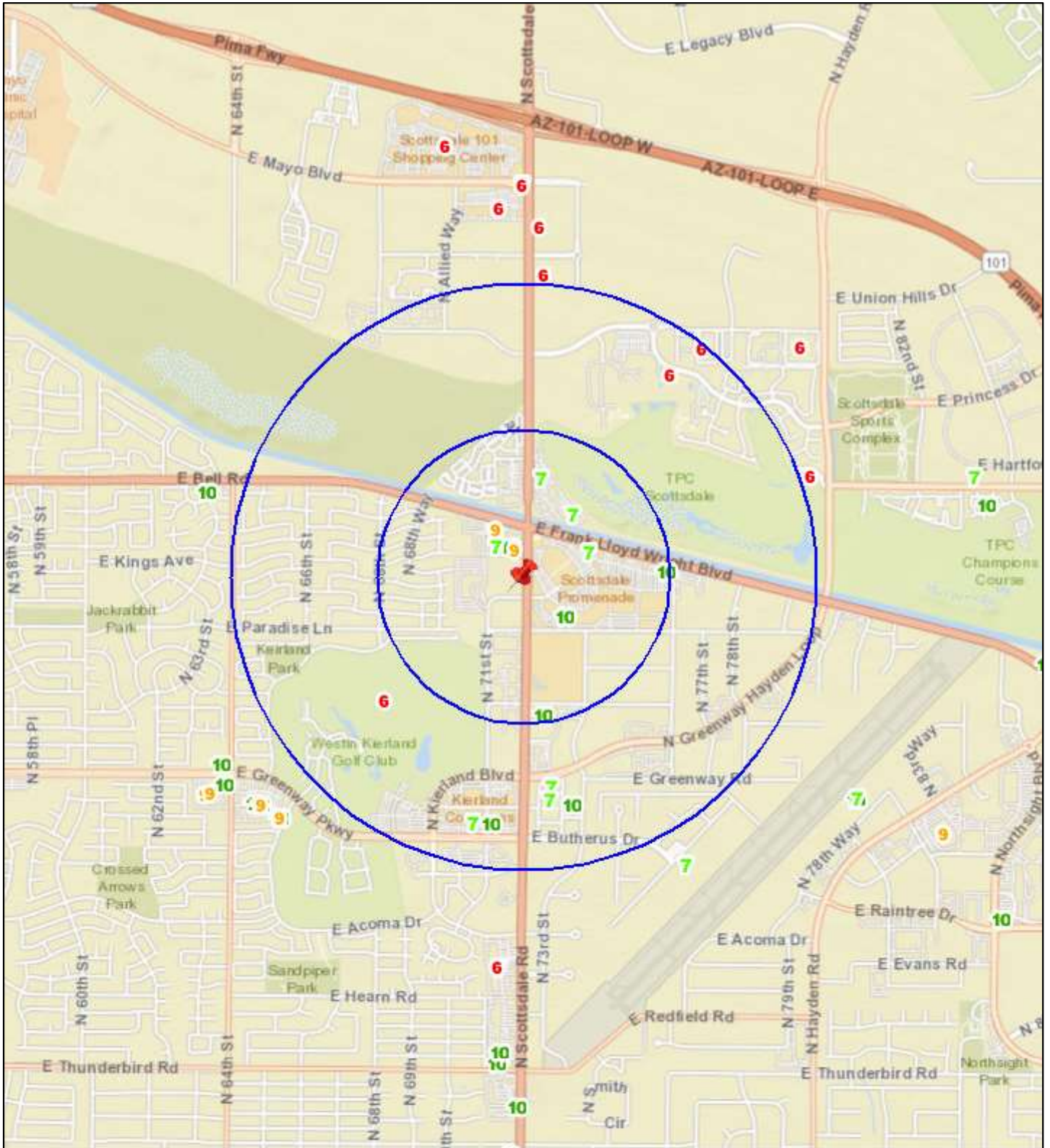
Description	Average	1/2 Mile Average
Parcels w/Violations	46	11
Total Violations	81	15

## Census 2010 Data 1/2 Mile Radius

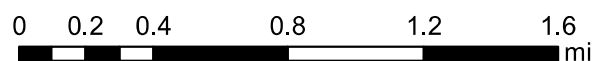
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
1032191	834	44	30	13
1032193	1262	88	14	8
2168161	1812	95	0	4
2168452	694	23	38	8
6152001	1993	8	29	12
Average	0	61	13	19

# Liquor License Map: BOO AND HENRY'S MEMPHIS BBQ PIT

16500 N SCOTTSDALE RD



Date: 11/3/2023





## **Liquor License - Tres Cabo Amigos LLC**

Request for a liquor license. Arizona State License Application 260058.

### **Summary**

#### Applicant

Richard Austin, Agent

#### License Type

Series 4 - Wholesaler

#### Location

1726 E. Deer Valley Road

Zoning Classification: A-1 DVAO

Council District: 2

This request is for a new liquor license for a wholesaler. This location was not previously licensed for liquor sales and does not have an interim permit. This business has plans to open in April 2024.

The 60-day limit for processing this application is Dec. 23, 2023.

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

#### Other Active Liquor License Interest in Arizona

This applicant does not hold an interest in any other active liquor license in the State of Arizona.

#### Public Opinion

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

#### Applicant's Statement

The applicant submitted the following statement in support of this application. Spelling,

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grammar and punctuation in the statement are shown exactly as written by the applicant on the City Questionnaire.

I have the capability, reliability and qualifications to hold a liquor license because: "I have been working on putting this brand since forming the AZ LLC in October 2020 and selling our first bottle in December 2022. We have just been granted our Importer License in September 2022 and excited to complete this journey. Our company has given back to several charities including HopeKids, Wounded Warrior Project, Disabled American Veterans, Barb's Dog Rescue, Childhelp and many others. We are active in the community, in December 2023 we are the main agave sponsor at IMEX Spirits of Mexico in downtown Phoenix. Providing new AZ jobs."

Staff Recommendation

Staff recommends approval of this application.

**Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.



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Agenda Date: 12/13/2023, Item No. 5

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## **Liquor License - Special Event - Windsor Square Special Planning District**

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

### **Summary**

#### Applicant

Thomas Hilditch

#### Location

220 E. Orange Drive

Council District: 4

#### Function

Bi-annual Home Tour

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

March 10, 2024 - 11 a.m. to 4 p.m. / 1,500 attendees

#### Staff Recommendation

Staff recommends approval of this application.

### **Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.



## **Liquor License - Mimi's Cafe**

Request for a liquor license. Arizona State License Application 264200.

### **Summary**

#### Applicant

Jared Repinski, Agent

#### License Type

Series 12 - Restaurant

#### Location

21001 N. Tatum Blvd., Ste. 88  
Zoning Classification: C-2 DRSP  
Council District: 2

This request is for a new liquor license for a restaurant. This location was previously licensed for liquor sales and may currently operate with an interim permit.

The 60-day limit for processing this application is Dec. 31, 2023.

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

#### Other Active Liquor License Interest in Arizona

The ownership of this business has an interest in other active liquor license(s) in the State of Arizona. This information is listed below and includes liquor license violations

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on file with the AZ Department of Liquor Licenses and Control and, for locations within the boundaries of Phoenix, the number of aggregate calls for police service within the last 12 months for the address listed.

Mimi's Cafe (Series 12)  
7450 W. Bell Road, Glendale  
Calls for police service: N/A - not in Phoenix  
Liquor license violations: None

#### Public Opinion

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

#### Applicant's Statement

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

I have the capability, reliability and qualifications to hold a liquor license because:  
"I have been representing liquor licensed establishments in Arizona for over 15 years."

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

"Tourism plays an important role in our local economy and liquor licensed establishments (the sale of alcohol) is a very important aspect of tourism. Therefore, if the City of Phoenix continues to lead the State of Arizona by approving quality and diverse businesses (restaurants, bars, microbreweries, distilleries, hotels, resorts, golf courses, special events, convenience / liquor / grocery stores and gas stations) similar to this proposed liquor licensed business, all businesses will prosper."

#### Staff Recommendation

Staff recommends disapproval of this application based on a Finance Department recommendation for disapproval.

#### Attachments

Attachment - Mimi's Cafe - Data  
Attachment - Mimi's Cafe - Map

#### **Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

## Liquor License Data: MIMI'S CAFE

### Liquor License

Description	Series	1 Mile	1/2 Mile
Bar	6	11	8
Beer and Wine Bar	7	4	3
Liquor Store	9	3	3
Beer and Wine Store	10	5	4
Hotel	11	1	0
Restaurant	12	33	28

### Crime Data

Description	Average *	1 Mile Average **	1/2 Mile Average***
Property Crimes	63.55	52.94	144.47
Violent Crimes	12.17	2.99	7.85

\*Citywide average per square mile \*\*Average per square mile within 1 mile radius \*\*\*Average per square mile within ½ mile radius

### Property Violation Data

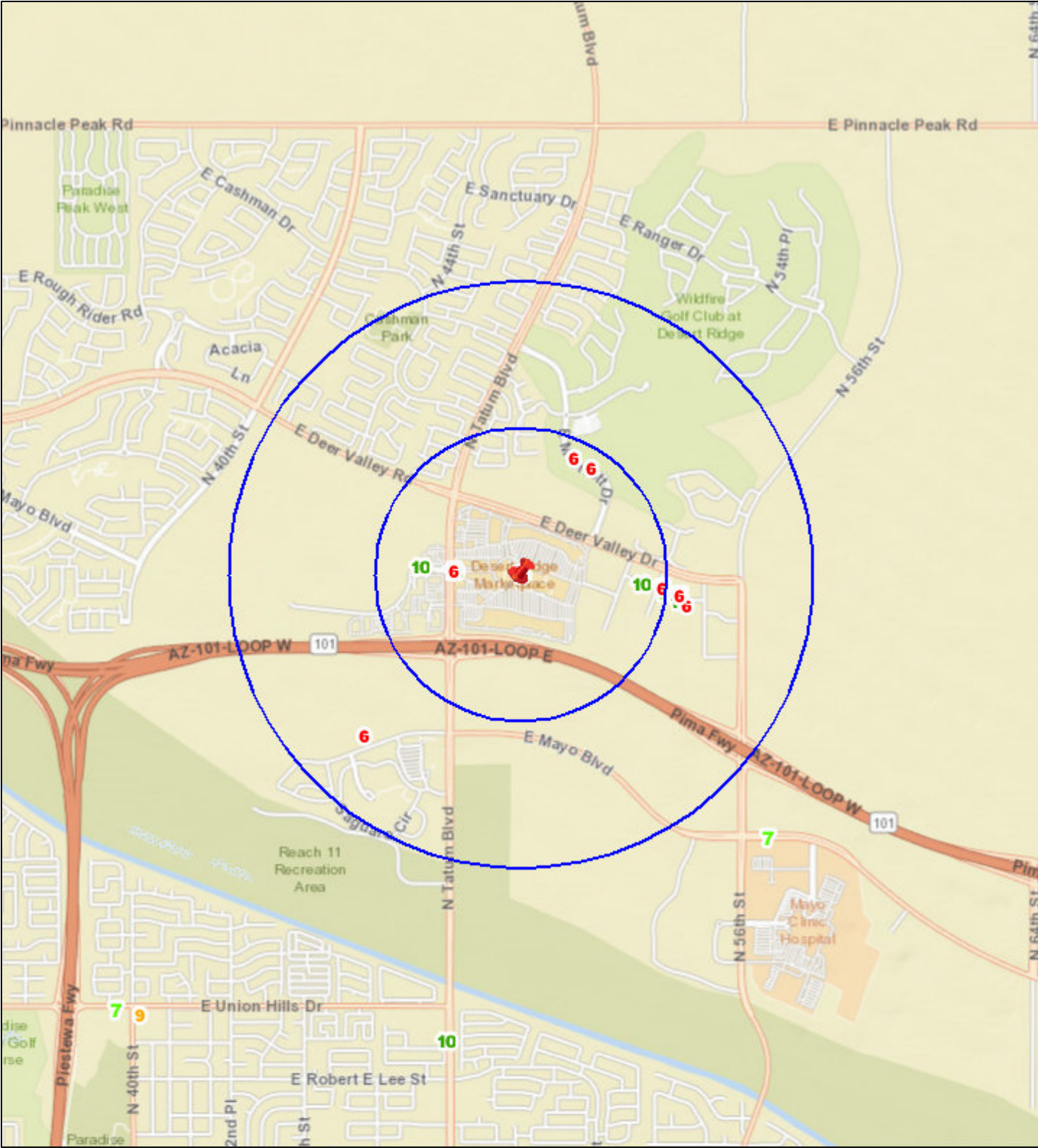
Description	Average	1/2 Mile Average
Parcels w/Violations	46	1
Total Violations	81	1

## Census 2010 Data 1/2 Mile Radius

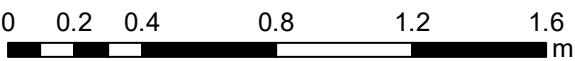
BlockGroup	2010 Population	Owner Occupied	Residential Vacancy	Persons in Poverty
6150003	344	8	38	5
6151001	1444	84	18	8
6152001	1993	8	29	12
6152002	2127	70	10	4
6152003	867	89	26	2
Average	0	61	13	19

# Liquor License Map: MIMI'S CAFE

21001 N TATUM BLVD



Date: 11/2/2023





### **PAYMENT ORDINANCE (Ordinance S-50410) (Items 7-12)**

*Ordinance S-50410 is a request to authorize the City Controller to disburse funds, up to amounts indicated below, for the purpose of paying vendors, contractors, claimants and others, and providing additional payment authority under certain existing city contracts. This section also requests continuing payment authority, up to amounts indicated below, for the following contracts, contract extensions and/or bids awarded. As indicated below, some items below require payment pursuant to Phoenix City Code section 42-13.*

#### **7 WorkHorse Equipment, LLC**

For \$85,000 in payment authority for a new contract, to be entered into on or about Jan. 1, 2024 for a five-year contract term for preventative maintenance and operator training for the Falcon FS95 lifts for the Aviation Department. The contract will provide inspections, calibration, preventative maintenance, repair service, and initial and refresher operator training annually. The FS95 lift requires annual calibration to comply with the United States Department of Labor Occupational Safety and Health Administration standard to ensure operational safety.

#### **8 Chevo Studios Inc.**

For \$38,379 in payment authority for specialty art restoration services for the Office of Arts and Culture. A public art stone sculpture located in Paseo Highlands Park titled "Agave Grotto" was completed in 2003, and needs re-carving and re-texturing of worn surfaces, as well as restoration patching of the artwork. The original artist has been selected to perform the restoration service.

#### **9 Rural Water Association of Arizona**

For \$100,000 in additional payment authority for Contract 152556 for training services for the Operator Certification examinations for the Water Services Department. The additional funds are necessary to provide training to Water Services employees preparing for Operator Certification examination. The Arizona Department of Environmental Quality (ADEQ)

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requires employees in job classifications involved in water and wastewater operations have passed the Operator Certification examination. This agreement provides the hands-on training, visual aids, and exam preparation services to assist the employees to meet the certification requirements of ADEQ.

**10 Settlement of Claim(s) Adams v. City of Phoenix**

To make payment of \$50,000 in settlement of claim(s) in *Adams v. City of Phoenix*, CV2020-055765, 19-1069-003 GL, BI for the Finance Department pursuant to Phoenix City Code Chapter 42. This is a settlement of a claim involving the Street Transportation Department that occurred on Nov. 11, 2019.

**11 Settlement of Claim(s) Booth v. City of Phoenix**

To make payment of \$75,000 in settlement of claim(s) in *Booth v. City of Phoenix*, CV2022-014649, 21-0552-002 GL, BI for the Finance Department pursuant to Phoenix City Code Chapter 42. This is a settlement of a claim involving the Water Services Department that occurred on Dec. 9, 2021.

**12 Settlement of Claim(s) Stickney v. City of Phoenix**

To make payment of \$650,000 in settlement of claim(s) in *Stickney v. City of Phoenix*, CV2020-091655, 19-0126-001 GL, BI for the Finance Department pursuant to Phoenix City Code Chapter 42. This is a settlement of a claim involving the Police Department that occurred on Feb. 4, 2019.



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Agenda Date: 12/13/2023, Item No. 13

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## **Public Comment on Proposed Changes to Memoranda of Understanding Submitted by Authorized Employee Organizations**

This item is to provide public comment on proposed changes to existing Memoranda of Understanding (MOUs) submitted by employee organizations.

### **Summary**

The Meet and Confer process is outlined in Phoenix City Code, Chapter 2, section 218.

Under the terms of the City Code, authorized employee organizations must submit a proposed MOU on or before December 1. The City Code provides employee organizations the opportunity to make a presentation to the City Council regarding proposed changes to the existing Memoranda of Understanding (MOUs), which occurred this year on Dec. 6, 2023.

The City Code provides that at the next City Council meeting following presentations by employee organizations, the public shall be afforded an opportunity to comment on the proposed MOUs. This item on the Dec. 13, 2023, agenda provides that opportunity.

The current MOUs can be viewed at the following link:

<https://www.phoenix.gov/hr/current-jobs/total-compensation-information>

### **Responsible Department**

This item is submitted by Assistant City Manager Lori Bays and the Human Resources Department.

CITY CLERK DEPT.

2023 NOV 29 AM 10:04

# **MEMORANDUM OF UNDERSTANDING**

**2023 – 2024**

**BETWEEN**

**LABORERS' INTERNATIONAL UNION**

**OF NORTH AMERICA,**

**LOCAL 777, AFL-CIO**

**AND**

**CITY OF PHOENIX**

**REPRESENTING FIELD UNIT I EMPLOYEES**

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## **PREAMBLE**

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

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

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

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

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

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

# **ARTICLE 1: RIGHTS**

## **Section 1-1. Purpose**

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

## **Section 1-2. Recognition**

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

All regular full-time and part-time field employees employed by the following City of Phoenix Departments: (1) City Clerk – Mail Room, (2) Human Services – Laborers, (3) Parks & Recreation – Division Operations, Sports and Turf Management, Specialized Maintenance, and Aquatics Division, (4) Public Transit – Minibus Operators, (5) Public Works – Solid Waste Collections and Disposal Divisions, Landfill Operations and Transfer Stations, and (6) Street Transportation – Street Maintenance Division, Sign Manufacturing, Street Marking and Parking Meter Sections.

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

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

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

### **Section 1-3. City and Department Rights**

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

### **Section 1-4: Union Rights**

- A. No employee shall suffer reprisal for the exercise of rights granted by this MOU.
- B. Union Release

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and LIUNA Local 777 have negotiated full-time release positions, and release hours, as an efficient and readily available point of contact for addressing labor-management concerns. Examples of work performed by the release positions in support of the City include ensuring representation for unit employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the unit employees; serving on City and departmental task forces and committees; facilitating

effective communication between City and Department management and unit employees; assisting unit employees in understanding and following work rules; and administering the provisions of the Memorandum of Understanding. The cost to the City for these release positions, including all benefits, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits.

## 1. Full-Time Release Positions

Three (3) persons designated as official full-time release Union representative for the unit shall be allowed up to 2,080 work hours for each representative per MOU year to engage in lawful Union activities pursuant to and consistent with this MOU. The full-time release positions agree to be bound by all City rules and regulations. Time used for this purpose in excess of 2,080 hours for each representative shall be at the expense of the Union and the Union shall reimburse the City at the employee's hourly rate of pay. The City will pay the employee's full-time fringe benefits.

The Union shall notify Labor Relations and the appropriate Human Resources Liaison 5 working days in advance when requesting release time for the above official designated Union representatives.

The Union will submit quarterly reports to the Labor Relations Division documenting the regular work schedules of the release positions and any leave used during the quarter.

Upon return from full-time release, the official Union representative shall be reinstated to their original location/yard and schedule. If the previous location is no longer available, then the employee will have their choice of location/yard and schedule based on availability and operational need as determined by the department. Once at the location/yard the employee will, if applicable, receive an available assignment of route, truck and partner. They will then have an opportunity to participate in the next future transfer process in accordance with the department's transfer policy. In addition, any approved leave time the employee had scheduled prior to their return to their department shall be honored by the department.

The City will provide 3 parking cards to the Union.

## 2. Union Stewards

The Union may designate 45 Union members as 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 as a result of such designations. Such designations shall be made from

amongst Union members regularly working at the job sites within the proximate geographic area where they are intended to provide representation. The Union shall endeavor to be equitable in the distribution of its stewards.

- a) One such representative from the Grievant's home department may, after the Grievant and the supervisor were unable to resolve the matter informally (Article 2, Section 2-1-A), when the Union is designated by a Grievant as his representative, attend mutually scheduled grievance meetings and hearings with department representatives without loss of pay or benefits. Paid release time used for any other purpose, such as gathering information, interviewing the grievant or witnesses, or preparing a presentation shall be charged against the bank of Union release hours (Section 1-4 D).
- b) City employees who are on duty and are, either witnesses, charging parties, appellants or grievants and the shop steward representing any such employee from the employee's home department, may attend grievance, Civil Service, Phoenix Employment Relations Board (P.E.R.B.) and department Accident Review Board meetings on City time provided 1) it is for their particular case which is either scheduled or on the public meeting agenda for that date and time and 2) Once a witness testimony has been concluded, or if a grievant, charging party or appellant once that agenda item has been completed or the grievance meeting concluded, unless they have made other arrangements in advance with their immediate supervisors approval, they will promptly return to work. Management reserves the right to restrict the number of witnesses who can be off of the job at any one time but will cooperate in rotating witnesses from the workplace so as to minimize the impact to operations and service to the public. For group grievances the group will be allowed to select no more than two non-witness grievant representatives to attend the proceeding. These do not have to be the same group grievant representative for each step or meeting of the entire proceeding. As a matter of courtesy, employees will give management as much notice as possible.
- c) Union designated representatives shall be admitted to the buildings and grounds of the City for the purpose of assisting in the adjustment of grievances and other official Union business, so long as such will not, in any manner, interfere with any work operation or the safety and security of any work site. Such representative will check in with the supervisor involved and will be required to conform with the operational and safety regulations and procedures as directed by the supervisor.

### 3. Bank of Union Release Hours

The Union will be allowed, subject to operational and scheduling factors and 4 working days advance request in each instance, a unit total of 4,287.25 hours paid release time in a bank of release hours per M.O.U. year. Requests for release time shall be submitted to the Labor Relations Administrator and approval of release time hereunder shall not be arbitrarily withheld. The cost to the City for these release hours, including fringe, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits. Examples of how these hours are used by the Union include:

- For Executive Board members to attend meetings of the Executive Board, meetings of the general membership, and for preparation for negotiations.
- For stewards to provide representation when a steward from the employee's home department or a full-time release employee is unavailable.
- For a second representative to attend a grievance or investigative meeting.
- For authorized representatives to attend Union conferences, meetings, seminars, training classes and workshops so that representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation.
- For authorized representatives to research and prepare for grievance meetings and disciplinary hearings.
- For authorized representatives to educate and communicate with unit employees in support of City policies and programs, and participate in City partnerships.

Only one representative may be released from the same work group at the same time. No representative will be permitted to use more than 420 hours of release time from the bank of hours in any one MOU year.

Any hours used in excess of the bank of Union release hours must be approved by the Labor Relations Administrator and the LIUNA Local 777 Lead Business Manager. The number of hours used in excess of the allowable Union release hours at the end of the contract term will be deducted from the Union release hours available for the following year. A surplus of hours will be carried over into the next year to a maximum total Union release of 7500 hours.

- a) The Union shall be allowed up to \$20,000 per MOU year to be used towards LIUNA Local 777-City of Phoenix Apprenticeship Programs to purchase training materials, uniforms, promotional outreach materials, instructional activities such as schools and workshops, and any other activity approved by the Human

Resources Director or his/her designee for Unit employees approved to participate in the Apprenticeship Programs. These monies are to be paid to the Union in one lump sum in the first pay period of each MOU year. The Union will document the nature of the expenditures made for each Unit employee approved to participate in the Apprenticeship Programs. The City Auditor Department may conduct an audit of the funds designated for the Apprenticeship Programs periodically. Any payments not adequately supported by the documentation of expenses, or payments made for activities outside the scope of this agreement, will be returned to the City by the Union.

At the end of each fiscal year, any money not expended on the Apprenticeship Programs will be carried over to the next year for continued use in these programs. The funds set aside for the Apprenticeship Programs will not exceed \$30,000 and the City and the Union will discuss appropriate measures to ensure the Union receives the appropriate economic value.

- b) In recognition of the mutual benefit provided to the City and the Union by the full-time release positions, the City agrees to pay the Lead Business Agent of the Unit two hundred and eight overtime hours each MOU year. The two full time Union Representatives will be paid 80 hours overtime each MOU year. The overtime will be paid on the last paycheck of July upon request of the Union. The Union shall make such request no later than June 1.

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

- C. Unit employees may be authorized in advance in writing to engage in lawful Union related activities during City work hours on a non-paid basis by the City Manager or his designee in his unrestricted discretion consistent with this MOU.
- D. There shall be no use of official time for unit-related activities except as has been expressly authorized under this MOU. The City reserves the right to deny approval of request for use of official time for activities not expressly authorized under this MOU. The City shall not arbitrarily deny requests for use of official time for union activities.

#### E. Payroll Deductions

- 1) The City shall deduct from the first and second pay warrants of Union members, in each month, the regular periodic Union membership dues as certified by an authorized official of the Union and regular periodic Union sponsored insurance benefits pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Union no later than the 14th day following the end of the pay period in which the deduction occurs,

along with an alphabetical list of all employees for whom deductions have been made. Such deductions shall be made only when the Union member's earnings for a pay period are sufficient after other legally required deductions are made. Authorization for membership dues deductions herein shall remain in effect during the term hereof unless revoked by the employee. Revocation of deductions shall be accepted by the City only during the first week of July or January to be effective the following payroll period. The City will notify the Union of any revocations submitted to it, consistent with the PERB Ordinance Section 2-214.

If it is determined by a final decision by a court of competent jurisdiction that "Fair Share" does not violate Arizona State law or the Arizona State Constitution, the Union and City shall open up this contract to bargain in good faith over the "Fair Share" issue.

- 2) The City shall not make dues deductions for unit employees on behalf of any other employee organization as defined in the Meet and Confer Ordinance, during the term of this MOU.
- 3) The City assumes no liability on account of any actions taken pursuant to this section. The City shall, however, as promptly as technically possible, implement changes brought to its attention. The City shall, at the written request of the Union during the term of this agreement, make changes in the amount of deduction hereunder for the general membership, provided cost for implementing such changes shall be reimbursed by the Union. This charge shall not apply to submission of new individual authorization cards or revocations or individual status changes.

#### F. Facilities and Services

- 1) The Union may distribute material which is not abusive of any person or organization, which does not violate Administrative Regulation (A.R.) 2.16, and which is not disruptive of the City's operation. Materials may be posted or distributed on the City's premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided both the employee distributing and the employee receiving such material are on their own time.
- 2) The City shall provide the Union with bulletin board space for its sole and exclusive use in communicating with its members at mutually agreeable locations. All bulletin boards will be kept updated with material that is current and up to date.
- 3) The Union shall have the right to meet with new unit employees for the purpose of informing each such employee of the Union and of that employee's right to have

Union dues deducted from his/her pay warrant. The Human Resources Department will notify the Union when orientation sessions involving new unit employees are scheduled.

Such opportunity shall be afforded the Union during the new employee orientation (NEO) sessions conducted by the Human Resources Department, Public Works Department Orientation Program (PWOP), and Parks & Recreation Department New Employee Orientation (Parks & Recreation NEO), Streets Transportation Department New Employee Orientation (Streets Transportation NEO), Aviation Department New Employee Orientation (Aviation NEO).

The speaker cannot be defamatory against the City or specific departments or individuals.

G. List of Unit Employees

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

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

- H. Upon written request from the Union, the City will provide specific information from an employee's personnel files pertinent to a written grievance, arbitration case or civil service appeal. The City will also provide all pertinent collective bargaining information requested by the Union. The information will be supplied to the Union at no charge.
- I. In accordance with the City's selection and interview process guidelines and at management's request, Union Designated Employees will participate in City Selection processes.
- J. For a unit employee whose regular shift is other than day shift, there will be flexibility in changing his, her or their normal work hours for the purposes of attending official Labor-Management meetings called by or with the concurrence of the Department Head or designee. There shall be a 48-hour notice to the affected Department to ensure proper coverage.

K. City Email

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

#### Processing Guidelines

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

#### Email Content Guidelines

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

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

#### Other Guidelines/Information

- Communication cannot violate City policies.
- Communication cannot reflect negatively on the City organization, City staff, elected officials, or residents.
- Communication cannot negatively impact our residents' perception of the City.
- All distributed emails are subject to the City's public records policy (reference AR 1.60, Public Records Request Processing).

- Changes may be made to these procedures at any time.
- Changes will be communicated with labor groups prior to implementation.

## **Section 1-5. Rights of Unit Employees**

### **A. Non-Discrimination**

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

### **B. Grievance Representation**

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

### **C. Disciplinary Investigations / NOI Representation**

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 immediately stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by the City may result in a disciplinary action.

C. The City may, at its sole discretion, either conduct investigatory interviews with employees or issue employees written questions. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put employees

on notice that they are under investigation that could result in discipline, inform them of the nature of the allegations against them, and inform them of their right to representation.

#### Time limit for investigations

- D. If the City elects to issue written questions to the employee, the following shall apply:
  - I. If an NOI is being issued and there is no active questioning, representation is not required. Employees may bring a representative if they desire, however there will be no discussion during the issuance of the NOI.
  - II. 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:
  - I. Prior to the employee being interviewed, the unit employee shall be advised of their right to a representative.
    - A. Prior to the employee being interviewed, the employee shall be advised of their right to a representative and given up to 48 hours to secure representation. The 48-hour time period may not apply in emergency situations.
    - B. A unit employee identified solely as a witness will not be prevented from contacting the union on their own time to consult with a union representative prior to their interview.
  - II. The NOI form will be issued at the meeting.
  - III. The union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The union representative cannot speak on behalf of the employee or impede the progress of the interview.
  - IV. The member or representative may ask for a caucus during the meeting. Caucuses will be granted for a reasonable timeframe. At any time either party requests a caucus the party shall inform the other party of an estimate of what time they shall return.

- V. The interviewer may not prohibit the union representative from engaging in representation, including consulting with the employee. The member shall be allowed to seek advice from their representative in caucus during the interview. A caucus will not be permitted when a question is pending. The employee will be given the opportunity to clarify their answer after the caucus
  - VI. Neither party will behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.
  - VII. Prior to the conclusion of the meeting, the member or representative shall have the opportunity to make a closing statement for no more than 5 minutes.
  - VIII. 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.
  - IX. The employee will be provided with a copy of the interview notes and given 72 hours to confirm their answers and provide any additional information.
- F. Regardless of whether the City elects to interview the employee, or issue written questions, the following shall apply:
- I. The employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the union's attorney, the employee's family, the employee's attorney, the employee's clergy, the investigator, or chain-of-command.
  - II. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.
  - III. The member shall also be informed of the Garrity protections afforded to public employees who may also be under criminal investigation or whose actions meet the elements of a crime [Garrity v. New Jersey, 385 U.S. 493, 87 S.Ct. 616 (1967)].
  - IV. A unit member shall receive a copy of any statement that they are asked to sign.

- V. Every 60 days, a unit employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing.

G. Misc.

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

- 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. An employee who receives a written reprimand or suspension may request a copy of the information upon which the written reprimand or suspension was based, pertaining to what was specifically cited in the discipline at no cost to the employee.
- 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.

D. Personnel Files

- 1) Any unit employee covered hereunder shall, at their request and by appointment, be permitted to examine their personnel files in the presence of an appropriate supervisory official of the Department and/or authorize a Union representative to obtain copies of documents in their personnel files. Said files shall be in a location as specified below, one per location. These include the main Human Resources Department file, the department personnel file, and the official department office personnel file contained at the district or yard office.
- 2) No unit employee shall have any adverse statements entered in to their personnel file without having a discussion about the action.
- 3) Unit employee may, at their discretion, attach no more than a 1-page rebuttal statement to any material contained in their personnel file which may be of a derogatory nature within 7 business days.

#### E. Fair & Impartial Treatment

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

#### F. Coaching / Supervisory Counseling

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

A supervisory counseling is a warning that the supervisor shall document in memo form. A supervisory counseling is not discipline. They are to be used to determine only notice to the employee. If a supervisory counseling is to be used in any disciplinary or personnel action or any performance rating, the employee will be given the supervisory counseling in memo form, that identifies the behavior requiring improvement, the reason for the improvement, and the consequences of continuing the unacceptable behavior. The memo will contain a line for the employee's signature and an above the line statement of "The employee shall date and sign the supervisory counseling, not as an indication of agreement, but solely as evidence of being advised of its existence." The employee will receive a copy of the memo.

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

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

- The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees, customers of the City, or the public.
- The employee has solicited or taken for personal use a fee, gift or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.

- The employee is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocketknife (as provided in ARS 13-3102) at a City worksite<sup>1</sup>, unless such employee is a police officer.

<sup>1</sup>(A worksite includes not only City buildings and property, but also City vehicles and private vehicles while being used on City business, and other assigned work locations).

- The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.
- The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen.
- The employee is under the influence of alcohol or illegal drugs on the job.
- The employee has violated City of Phoenix anti-harassment or anti-discrimination policies.
- The employee committed a violation of the City's Ethics Policy.
- The employee's actions meet the elements of a felony.
- The employee committed an act of dishonesty.

The official discipline record is maintained in the Personnel File by the Human Resources Department. Copies maintained in either the Supervisory and/or Department files are not the official record. Employees may request to remove/inactivate eligible documents based on the below criteria by contacting the department Human Resources Officer. Official records may only be inactivated and not removed per records retention law, and members/employees will receive confirmation once the requested record is removed/inactivated.

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

Suspensions (other than below)	<u>Maintain copy in file.</u> Remove annually provided no further incidents.	<u>Maintain copy in file.</u> Employee may request to remove after 10 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 10 years.
Discipline under 21b2, 21b4, 21b5, 21b12, 21b13, 21b14, 21b15, 21b18, 21b19, 21b20.		<u>Maintain copy in file.</u> Cannot Remove	<u>Maintain original in file.</u> May not be inactivated

#### G. Performance Evaluation

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

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

#### H. Departmental Policies

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

### Section 1-6. Prohibition of Strikes and Lockouts

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

## **Section 1-7. New Positions / Classifications**

### **A. Classification and Compensation Studies**

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

### **B. New Classifications**

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

### **C. Position Management**

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

### **D. Union Requested Job Classification Studies**

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

- 1) All written requests for classification studies submitted by the Union shall include, but not be limited to, the following information:
  - a) A full description of the new duties and responsibilities.
  - b) A full explanation of why the Union feels the position(s) should be reclassified.
  - c) A list of comparative positions/ classifications that led to the Union's request.
  - d) Such other information as is normally considered relevant to a classification review.

- 2) The results of the audit of any classification study shall be subject to review by the City's Personnel Committee in accordance with existing procedures.
- 3) The Union may submit a prioritized written request of classifications specific to the unit that they wish to have studied. All written requests shall include a full explanation of why the classification should be studied. This explanation shall indicate whether the Union is requesting a full classification study (including job levels and job architecture) or if the request is limited to a compensation review to assess market competitiveness and grade and salary levels. At least one request by the Union shall be completed by the Human Resources Department in order of their ranking if the City Manager has authorized the HR Department to conduct studies.

## **ARTICLE 2: GRIEVANCE / ARBITRATION / LABOR MANAGEMENT**

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

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

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

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

#### **B. Definition of Grievance**

1. A grievance is a written allegation by a unit employee, submitted as herein specified, claiming violation(s) regarding the interpretation and/or application of the specific express terms of this Memorandum for which there is no other specific and formal method of review; and doesn't have a fact pattern that has been presented to

and decided upon by the City Manager in a prior grievance. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such excluded disputes are not grievable or arbitrable under the terms of this Article or under this contract.

2. The City continues to retain the format used for grievances, including forms, technology, etc.

3. A grievance which does not meet the requirements set forth in this Article shall be null and void, and will not be processed in accordance with this procedure.

#### C. Procedure

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

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

##### 1. Step 1

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

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

##### 2. Step 2

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

The department head, or designee, may further consider and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a

response thereto in writing to the grievant. By mutual agreement, the parties can agree to skip Step 2 and proceed to Step 2.5 or Step 3 of the grievance procedure.

3. Step 2.5

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

4. Step 3

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

The Grievance Committee shall be composed of:

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

Member – A City function head on a rotating schedule.

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

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

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

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

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

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

#### D. Time Limits

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

#### E. Union Grievance

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

#### F. Group Grievance

When more than one unit employee claims the same violation of the same rights allegedly accorded by this Memorandum, and such claims arise at substantially the same time and out of the same circumstances, a single group grievance may be filed

in the name of all such members. Such group grievances shall be filed at the Step of this Procedure which provides the lowest level of common supervision having authority over all named grievants. Each unit employee that is a party Grievant must be named and must sign such group grievance.

#### G. Employer Grievances

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

#### H. Municipal Court

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

### **Section 2-2. Labor-Management Committee**

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

- A. There shall be a Labor-Management Committee consisting of the three Union Authorized Representatives, one LIUNA staff member, and four representatives from management that are agreed upon by the LIUNA staff member and the Labor Relations Administrator. The Labor-Management Committee shall be facilitated by Labor Relations staff. The purpose of the Committee shall be to facilitate improved relations, provide a forum for open and informal discussion, and make recommendations for operational or other rules changes that are of mutual benefit.
- B. The Committee shall meet, at least once a month per MOU year, or more often by mutual agreement, at mutually agreed upon times. The Committee will meet to discuss matters to be of a mutual benefit including, but not limited to, methods of improving the level of productivity when needed. The members shall, upon request for a meeting,

provide the Chairman with proposed agenda items and the Chairman shall provide the members with the meeting agenda in advance of the meeting.

- C. Any signed/dated written Labor/Management agreements with the signatures of the parties and the Chairman will be binding on the parties for the remaining term of the MOU.
- D. If the representative of the Union is a unit employee, such representative shall not lose pay or benefits for meetings mutually scheduled during duty time.
- E. During this Memorandum of Understanding, the City and the Union will establish a Labor-Management Committee dedicated to the discussion of cost analysis for potential contracted work presently performed by Unit employees, the reduction in force process and any other matters deemed relevant by the Committee.
- F. During this Memorandum of Understanding, the City and the Union will discuss the following topics at the Labor Management Committee Meetings
  - The City's disciplinary process

### **Section 2-3. Bargaining Unit Work**

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

In cases of an emergency when Unit 1 employees are unavailable to perform the work, for example, a staffing shortage or specialty work, the City will notify LIUNA as soon as possible via phone or email. The intent is to provide the Union the opportunity to discuss, but does not prevent the City from contracting the work in an emergency situation.

Failure by the City to meet with the Union under this Article may be subject to the Grievance Procedure (Article 2, Section 2-1) of this MOU.

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

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

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

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

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

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

- A. The City will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with the State's Occupational Safety and Health Law.
- B. In order to facilitate this policy, a joint committee entitled "Health and Safety Committee" shall be established. This Committee shall be composed of 2 unit employees appointed by the Union and 2 City representatives as designated by the City Manager. The Chairmanship shall rotate among the members.
- C. The Committee shall meet quarterly at mutually scheduled times or more frequently by mutual agreement to consider on-the-job safety matters referred to it by the existing departmental safety committees and safety officers, or otherwise coming to its attention, and shall advise Department Heads and the City Manager concerning on-the-job safety and health matters.

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

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

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

#### Incident Review Board

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

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

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

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

### **Section 2-6. Laborers' Apprenticeship Projects**

#### A. Gardener Apprenticeship Project

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

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

The Phoenix Gardener Apprenticeship Program is designed to prepare individuals, and produce highly qualified and well trained workers who have solid knowledge as well as specific, technical job skills for occupations in the skilled trades and crafts.

The Joint Apprenticeship Committee shall award a Certificate of Completion of Apprenticeship to each apprentice who has successfully completed the Phoenix Gardener Apprenticeship Program.

B. SWEO Apprenticeship Project

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

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

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

C. Street Maintenance Worker I Apprenticeship Project

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

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

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

Apprenticeship to each apprentice who has successfully completed the Phoenix Street Maintenance Worker Apprenticeship Program.

## **ARTICLE 3: COMPENSATION / WAGES**

Various sections of this MOU contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit employee have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, etc.

### **Section 3-1. Wages**

- A. ~~The economic value of ongoing total compensation increases will equal 4.5%. This will be paid as follows:~~

~~5.67% base wage increase, effective the first full pay period in July 2023.~~

- B. ~~Additionally, Unit 1 employees will receive a non-continuous payment of \$2,655.00 for each full-time employee and \$200.00 for each part-time employee to be paid out on the first full pay period in August of 2023.~~

LIUNA 777 will present a proposal for reasonable wage increases in each contract year.

The City will evaluate the American Rescue Plan Act and will provide a (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council, balancing the needs of the community and employees in their development of a strategic plan for the ARPA funds. The strategic plan will follow guidelines provided by the Department of Treasury. This language will expire at the conclusion of the 2021-2023 MOU.

- C. During the term of this MOU the City will provide an annual budget presentation to the LIUNA Local 777 Chapter Board. This presentation will be scheduled within 30 days of the final budget being presented to Council.
- D. It is understood that for implementation purposes, the practice of rounding of fractional cents shall be done in accordance with accepted mathematical and accounting principles.

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

### **Section 3-2. Productivity Enhancement Pay**

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

A. Pay Benefit:

In November 2023, and June 2024, unit employees who meet the additional qualifications of this section shall qualify for \$50.00 for each full year of continuous full-time service in excess of 5 years, up to an annual maximum of \$1,400.00 at 19 years.

In November 2023, and June 2024, unit employees who have completed at least 20 years of full-time service and who meet the additional qualifications of this section shall qualify for \$65.00 for each full year of continuous full-time service in excess of 5 years, up to an annual maximum of \$1,820.00.

B. Qualifications:

- 1) An employee must have completed at least 1 year of continuous full-time service at the top step in his pay range. Qualifications for Productivity Enhancement pay are made in the base class and will not be affected by movement into or out of assignment positions. As well, Productivity Enhancement pay will not be affected by movements to positions within the same pay range.
- 2) An employee must have received a performance rating of overall "Met" on his latest scheduled performance evaluation on file at the time of the qualifying date. For employees who are otherwise eligible for Productivity Enhancement pay, an employee who receives an overall "Not Met" evaluation shall receive another evaluation within 90 days to 120 days, and if that evaluation is an overall "Met", he, she, they will be eligible to start receiving Productivity Enhancement pay the first paycheck for the first full pay period after the next qualifying date. A unit employee who receives an overall "Not Met" rating may appeal by memo through his chain of command to the Department Head.

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

C. Terms of Payment:

- 1) The Productivity Enhancement payment will be pro-rated and included each pay period in the qualifying unit employee's regular paycheck.
- 2) When a position is reclassified to a higher classification, or when classification is assigned to a higher pay range, incumbents who are receiving Productivity Enhancement pay shall be moved to that step of the new range which corresponds the closest to their combined base pay and previous Productivity Enhancement amount (incumbent's annualized payment), and which does not result in a decrease from that total amount. The placement in the new range will be limited to the maximum step in the range. If the reclassification or pay range change only results in a maximum possible one-range increase, and the incumbent is receiving Productivity Enhancement pay, the employee will be moved to the top step and continue to be eligible for Productivity Enhancement pay.

### **Section 3-3. Overtime**

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

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

- D. Overtime shall be worked and shall be allowed if assigned by the non-unit supervisor or other authorized representative of the City. The City shall endeavor to be equitable

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

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

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

- E. Compensation for overtime work as defined in Section B. above will be as follows: 1-½ times the regular rate. The regular rate shall include, if applicable, night shift differential, stand-by pay, and out-of-class pay. Overtime will be compensated after the first 7 minutes assigned and worked beyond a member's regularly scheduled work week or work shift, as outlined in Section B, calculated to the nearest 1/4 hour. There shall be no compounding or pyramiding of overtime pay with regular or premium pay except as required under the Fair Labor Standards Act.
- F. There shall be a minimum of 12 hours off between shifts. If this is not possible and the unit employee is not receiving overtime pay for the additional hours worked (the unit employee is not entitled to both overtime and 12-Hour Rule time), the unit employee shall receive 12-Hour Rule compensation (1-1/2 times the regular rate) for each full hour worked within the described 12 hour period. This language only applies to employees who work 2 full shifts.

**Example #1:**

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

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

*Example #2:*

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

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

- G. In lieu of cash payment, a unit employee may request compensatory time credits up to a maximum accumulation of 210 hours. The request for compensatory credit must be made at the time the overtime is worked. Use of compensatory time off within the work period shall be subject to departmental approval and scheduling.

Accumulated compensatory time in excess of 210 hours must be paid in cash.

Effective July 2009, 210 hours is increased to 215 hours.

### **Section 3-4. Call-Out Pay**

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

### **Section 3-5. Out-Of-Class Pay**

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

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

The days of out-of-class will be credited to the qualifying period. Once this qualification is satisfied, no additional re-qualification will be required.

- B. Temporary assignments out-of-class shall be recorded only in full-shift units. A unit employee working out-of-class for 4 hours in an 8 hour shift or 5 hours in a 10 hour shift or more in a given shift shall be credited with working out-of-class for the entire shift. No out-of-class credit shall be given for out-of-class work of less than 4 or 5 hours in any given shift.
- C. To qualify for out-of-class pay, a unit employee must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-class pay is not authorized, for example, if the organization of a work unit is such that each unit employee carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis. However, eligibility for out-of-class compensation shall take place when an employee becomes responsible on a regular basis, for the full range of duties normally assigned to the higher class.
- D. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class.
- E. A unit employee who has qualified under these provisions shall be compensated at the minimum rate established for the higher class for each completed work shift served in the higher class. In the event of overlapping unit salary ranges, a minimum one-step differential shall be paid for out-of-class assignments into unit classifications. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.

- F. The City shall endeavor to be equitable in the distribution of out-of-class assignments amongst qualified unit employees.
- G. The City shall not make out-of-class assignments pursuant to this Article in an arbitrary and capricious manner.

### **Section 3-6. Pesticide Applicator Differential**

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

### **Section 3-7. Shift Differential Pay**

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

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

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

### **Section 3-8. Weekend Shift Differential Pay**

A unit employee shall receive \$0.45 per hour added to his base hourly rate of pay and any other shift differential or any other premium pay he, she, they may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 p.m., on Friday, and continuing through any shift that starts on or before, but not after 11:59 p.m. on Sunday.

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

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

### **Section 3-9. Stand-By Pay**

When a unit employee is required and assigned to be available for emergency call back, outside of his regular daily or weekly work schedule, the employee shall be compensated for such stand-by hours that he, she, they remained available at \$3.25 per hour. Unit employees serving in stand-by assignments shall be subject to contact requirements as provided for by the Department Head.

### **Section 3-10. Show-Up Time**

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

In the event scheduled work is interrupted due to conditions beyond the City's control, and substitute work is not available to be assigned, affected employees shall be paid for 4 hours at the hourly rate of pay, beginning at release, or to the end of the scheduled work shift, whichever occurs first. An employee shall have the option of using either vacation or comp time. If there is no other leave available, unit employee shall be able to use unpaid leave for the balance of the regular shift in compliance with the personnel rules.

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

### **Section 3-11. Jury Duty Pay**

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

A unit employee required by the Court to call in for jury duty the morning of his/her scheduled daily work shift may elect to take the day off on vacation or compensatory time. Such leave request shall not be denied. Should the unit employee be required by the Court to report for jury duty, the vacation or compensatory time will be restored from the actual time of reporting required by the Court through the end of the scheduled work shift. To be eligible for such leave restoration, the unit employee must present verification of the jury service.

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

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

### **Section 3-12. Deferred Compensation Program**

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

### **Section 3-13. Sick Leave Conversion at Retirement**

#### **A. Sick Leave Cash Out Formula**

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

#### **B. Final Average Salary**

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

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

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

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

## **ARTICLE 4: HOURS OF WORK / WORKING CONDITIONS**

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

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

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

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

B. Work Week Defined

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

### C. Work Day Defined

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

### D. Work Schedule Changes

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

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

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

### E. Summer Work Schedules

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

It shall be within the Department Head's discretion to determine starting times for summer hours based on such operational considerations as dividing and/or rotating crew starting times to facilitate safety to the public, employees and equipment, to

guarantee a high level of convenient service to the public, to preclude negative impact on traffic flow, and similar factors.

#### **F. SWEO Schedule**

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

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

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

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

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

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

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

The intent of the above provision has always been to allow field employees who need personal clean-up prior to rest or lunch periods a reasonable amount of time to do so. Clean-up material should be supplied on an as needed basis to field employees. If the

field supervisors and employees act reasonably in addressing the issue, everyone will have a healthier and safer work environment.

#### **Section 4-4. Seniority**

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

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

#### **Section 4-5. Transfer Program**

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

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

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

#### **Section 4-6. CDL Renewal**

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

## **ARTICLE 5: BENEFITS**

### **Section 5-1: Employee Assistance**

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

### **Section 5-2: Health and Dental Insurance**

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

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

- D. The City agrees to continue the formalized complaint procedure with respect to the service under all plans.
- E. Unit employees retiring on or after July 1, 2006, who meet all other MERP eligibility requirements and enroll in either single or family City of Phoenix health insurance,

shall receive an additional \$100.00 per month to help defray the cost of health insurance.

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

### **Section 5-3: Life Insurance**

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

The designated beneficiary of a unit employee will be paid for all accumulated sick leave hours that remain on the City's official file at the time of a line-of-duty death of the unit employee and payment will be based upon the unit employee's current base hourly rate. The beneficiary shall be designated in the eCHRIS Benefits portal for the City of Phoenix Group Life Insurance Program on file in the City Human Resources Department.

Additionally, the City will provide to each unit employees a \$200,000 death benefit covering the unit employee's commutation to and from their City work location. The current City Life Insurance carrier will cover the unit employee's commute for up to two hours before their shift begins, and two hours after their shift concludes. The Union will only pay the cost of their benefit the first year of the MOU.

In the event of the death of a unit employee while commuting to or from their work location, for a period of two hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. The current City Life Insurance carrier for the payment of a supplementary commutation life insurance policy for each unit employee. The Union will pay the cost of this benefit, if any, the first year of each new MOU period.

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

Employees who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible for long term disability coverage. After an established 90 calendar day qualifying period, the plan will provide up to 66-2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age 75 for employees who have been employed full-time for 36 months and one day. This coverage will be coordinated with leave payments, industrial insurance payments,

unemployment compensation, social security benefits and disability provisions of the retirement plan.

Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to apply for long term disability coverage for no more than 30 months.

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

### **A. Holidays / Personal Days**

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

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

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

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

operations, holidays shall be observed only on the calendar days on which they actually fall.

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

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

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

#### B. Vacation Accumulation

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

<u>SERVICE</u>	<u>MONTHLY ACCRUAL</u>	<u>MAXIMUM CARRYOVER</u>	<u>MAXIMUM PAYOUT</u>
0-5 years	8 hours	192 hours	290 hours
6-10 years	10 hours	240 hours	350 hours
11-15 years	11 hours	264 hours	380 hours
16-20 years	13 hours	312 hours	440 hours
21+ years	15 hours	360 hours	500 hours

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

Unit employees shall be allowed a vacation buyout twice per calendar year, by notifying the Department payroll staff in writing of such intent during the month of either

October or April, to be paid on the last paycheck of November and May. The total annual buyout is up to a maximum of 80 hours taken in no more than 40 hour increments, after the employee has accumulated a minimum of 175 hours and has used 40 hours of vacation/comp-time during the calendar year.

D. Parental/Family Leave

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

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

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

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

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

## F. Leave Donations

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

## Section 5-6. Tuition Reimbursement

- A. Unit Employees who participate in the Tuition Reimbursement Program shall be eligible for tuition reimbursement pursuant to the following provisions:
  - 1. The maximum sum reimbursable to unit employees each MOU year shall be \$6,500.
  - 2. To be eligible for any reimbursement, unit employees must have successfully completed academic or training courses approved by the department and the Human Resources Director as provided in existing Administrative Regulations.
- B. Tuition Reimbursement, in accordance with this Article, shall be made in the event an employee's approved course of instruction is terminated by the educational institution. Tuition reimbursement shall not occur in the event of any voluntary termination of employment by the employee.
- C. The City will reimburse unit employees for expenses incurred as a result of requiring and maintaining certification required by the City. The City will not reimburse unit employees for classes the City provides at no cost, or for classes the City identifies for unit employees to be taken at no cost.
- D. Unit employees shall be allowed to utilize up to \$150 to attend one-day, in-state, City-related seminars/training.

## **ARTICLE 6: MISCELLANEOUS**

### **Section 6-1. Saving Clause**

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

### **Section 6-2. Copies of MOU**

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

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

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

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

Hourly paid unit employees, excluding seasonal and temporary employees, who have worked a minimum of 50 hours in each pay period for 26 consecutive weeks shall be entitled to the same benefits for authorized work on holidays as received by regular full-

time unit employees. In addition, such employees shall receive vacation credits prorated for the number of hours worked after the qualifying period is satisfied. Vacation credits shall be calculated and paid in cash in December and June. These hourly-paid employees shall be considered for advancement from Pay Step 1 to Pay Step 2 after completing 1,040 hours of work in Step 1 and for advancement from Pay Step 2 to Pay Step 3 after working 2,080 hours in Pay Step 2.

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

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

## **Section 6-5. Term and Effect of MOU**

- A. This Memorandum shall remain in full force and effect commencing with the beginning of the first regular pay period in July 2024, up to the beginning of the first regular pay period commencing in July 2027. In compliance with the Meet and Confer Ordinance (Phoenix City Code Chapter 2, Article XVII, Division 1) as may be amended, on or before December 1, 2023, LIUNA 777 shall submit its proposed memorandum of understanding for the next contract period.
- B. Except as expressly provided in this MOU, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.
- C. The provisions of this MOU shall be subject to Federal, State and local law that vests jurisdiction and authority in other public boards and officials, including the City Council, Phoenix Employment Relations Board, Phoenix Civil Service Board, City Manager and Department Managers, or determines issues contrary to the provisions hereof.

- D. This Memorandum constitutes the total and entire agreements between the parties and no past written or verbal statement/agreements shall supersede any of its provisions. All side agreements executed during this MOU contract period will expire on or before the contract end date unless incorporated into the MOU or extended by mutual agreement. Any supplement, amendments, or modifications to this MOU which are mutually agreed upon must be reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands this

\_\_\_\_\_ of May, 2023

\_\_\_\_\_  
Wendell Llopis, LIUNA Local 777 Representative

\_\_\_\_\_  
Jason Perkiser, Assistant Human Resources Director, City of Phoenix

\_\_\_\_\_  
Jeff Barton, City Manager, City of Phoenix

ATTEST:

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

APPROVED AS TO FORM:

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

LIUNA 777 Team:

Wendell Llopis  
Daniel Salinas  
Michael Ruelas  
Jasmine Barger  
Ronald March  
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**MEMORANDUM OF UNDERSTANDING**

**2023 – 2024**

**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.

**we plan to negotiate language cleanup in all areas of the MOU, aiming for clarity and precision in the agreement's 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 in pursuit of benefits provided by this Article.

### **A. Union Release**

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and AFSCME Local 2384 have negotiated full-time release positions, and release hours, as an efficient and readily available point of contact for addressing labor-management concerns. Examples of work performed by the release positions in support of the City include ensuring representation for employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the members; serving on City and departmental task forces and committees; facilitating effective communication between City and Department management and employees; assisting members in understanding and following work rules; and administering the provisions of the Memorandum of Understanding. Union release is also used for authorized employees to prepare for appeals and hearings and attend Union conferences, meetings, seminars, training classes and workshops so that employees better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation. The cost to the City for these release positions and release hours, including all benefits, has been charged as part of the total compensation detailed in this agreement.

#### **1. Full-Time Release Positions**

Four full-time release positions, designated by the Executive Board of the Union, shall each be allowed up to 2,080 work hours per M.O.U. year to engage in lawful union activities, pursuant to and consistent with this Memorandum. There will be a deduction of hours from the Union's release bank for the fourth full-time release positions. The full-time release positions agree to comply with all City rules and regulations. Full-time release positions are subject to all City Personnel Rules and Administrative Regulations. The City will pay the employees' full time fringe benefits. Time used for this purpose in excess of 2,080 hours per position shall be at the expense of the Union, and the Union shall reimburse the City at the applicable employee's hourly rate of pay.

The Union will keep the Labor Relations Division apprised of the regular work schedules of the release positions and submit leave slips for processing.

Upon return to their regular city duties, the Unit employee shall be reinstated to their original position, location, and schedule by seniority.

The City values and benefits from the participation of Union leaders on citywide task forces and committees, Labor - Management work groups, and a variety of Health and Safety committees. These activities take time away from expected tasks such as representation and communicating with the membership and may occur outside the regular work day of the Union officials. The full-time release positions agree to participate in these important committees and task forces. In recognition of this commitment, the City agrees to pay the President of the Union two hundred eight (208) hours of straight time in his/her compensatory time bank. Each of the other three full-time Union release positions will receive eighty (80) hours of straight time in each of their compensatory time banks each MOU year.

The Union, subject to departmental operation and scheduling factors and reasonable advance notice, shall be allowed a total of one hundred and fifty (150) hours of paid leave to attend Union seminars, lectures, and conventions.

In addition, the Union shall be allowed fourteen thousand dollars (\$14,000) reimbursable to the Union by the City each M.O.U. year, for designated members of the local to attend schools, conferences, workshops and training to develop skills in effective member representation, conflict resolution techniques, labor-management cooperation, and other employee relations areas that promote cooperative and harmonious relationships. The Union will submit receipts for reimbursement by the City. If the entire \$14,000 is not used in the first year of the M.O.U. the balance will carry over into the second year not to exceed twenty-eight thousand (\$28,000) during the term of this M.O.U. Funds not used by the end of the M.O.U. will expire.

As a result of the COVID-19 pandemic, the Union was not able to attend trainings in 2020. Due to this, the parties agree to hold over the funds in Article 3, Section 1-3.A.1 until June 30, 2022.

## 2. Union Stewards

The Union may designate up to fifty-five (55) site stewards, twenty-six (26) chief stewards, and seventeen (17) lead stewards to serve as Union representatives. Such designations shall be made from amongst employees regularly working at the job sites as specified in Attachment "A" and such stewards shall service grievances at said job sites to which they are regularly assigned, in accordance with Attachment "A" hereto. Chief Stewards may substitute for job site stewards in the assigned area of jurisdiction as shown in Attachment "A."

The Labor-Management Committee will discuss the job site allocation of stewards upon request by either party (Attachment A) and will consider the deletion or

addition of stewards in the event of reorganization or expansion of Unit II departments.

- a. The Union shall notify the Labor Relations Division of the Human Resources Department, in writing, of its designations and re-designations of stewards and chief stewards.
- b. There shall be no obligations on the City, nor shall the City change or modify employees' permanent regular work schedules or assignments solely as a result of such designations.
- c. One such steward from the Grievant's home department and the grievant may, after the grievant and the supervisor were unable to resolve the matter informally (Article 2, Section 2-1) when the Union is designated by a grievant as his representative, attend mutually scheduled grievance meetings with City of Phoenix department representatives without loss of pay or benefits. One steward working in the same department as a unit member under investigation may also attend investigative meetings without loss of pay or benefits. Stewards not from the same department as the grievant or employee under investigation may provide representation, however the total time spent on representation will be requested from and charged to the bank of hours as outlined in 1-3 A 3.
- d. City employees who are on duty, either witnesses or grievants and the shop steward representing an employee, may attend Civil Service meetings and Phoenix Employment Relations Board (P.E.R.B.) meetings on City time.
- e. The Union will be allowed subject to operational and scheduling factors and fourteen (14) calendar days advance notice, up to one day of paid release time for authorized stewards to attend a one-time contract orientation session conducted by the Union in each year of the contract.
- f. Union Stewards are subject to all City Personnel Rules and Administrative Regulations.

### 3. Bank of Union Release Hours

The Union will be allowed, subject to operational and scheduling factors and seventy two (72) hours advance notice in each instance, a unit total of three thousand one hundred eighty three (3,183) hours paid release time in a bank of release hours per M.O.U. year. Requests for release time shall be submitted to the Labor Relations Administrator and approval of release time hereunder shall not be arbitrarily withheld.

With the exception of the ten elected union officials, only one representative may be released from the same work group/shop at the same time. The union may request an exception when training is being provided by the International Union. Approval will not be arbitrarily withheld. No representative (with the exception of the ten elected union officials), will be permitted to use more than 420 hours of release time from the bank of hours in any one M.O.U. year.

Any hours used in excess of the bank of Union release hours must be approved by the Labor Relations Administrator and the AFSCME Local 2384 President. The number of hours used in excess of the allowable Union release hours at the end of the contract term will be deducted from the Union release hours available for the following year. A surplus of hours will be carried over into the next year to a maximum total Union release of 8,325 hours.

B. Unpaid Release Time for Unit Related Activity

Union members may be authorized in advance in writing to engage in lawful Union activities during City work hours on a non-paid basis at the unrestricted discretion of the City Manager or designee consistent with the purpose of this Memorandum.

A member selected by the Union to do Unit representative work which takes the employee from his employment with the City shall, at the written request of the Union, and subject to Civil Service Rules, be granted an unpaid leave of absence. The leave of absence shall be in increments of no less than three (3) months and shall not exceed one (1) year, but it may be renewed or extended for a similar period upon the request of the Union.

- C. The Union will be allowed one (1) hour each orientation session to talk to and recruit new Unit members into the Union and to explain the rights and benefits under the M.O.U. This time will be allotted in addition to new employee orientation, at the departments that have new employee orientation, in the Aviation, Public Works, and Water Services Departments. The content of such information shall not be political in nature, or abusive of any person in City employment. This time shall be considered *de minimus* time.
- D. Prior to the termination of the current Memorandum and subject to operational and scheduling factors, each designated Union representative, which is defined as the elected Executive Board, will be allowed up to one day of paid release time to facilitate the familiarization of the terms of the successor Memorandum.
- E. There shall be no use of official time for Union related activities except as expressly authorized under the aforesaid sections.
- F. 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.

#### G. 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 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.

#### H. Facilities and Services

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.

2. 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.
3. 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.
4. The Union may grieve any refusal by the City to approve posting or distributing of materials. The City will not arbitrarily disapprove materials.
5. 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, address, job classification, department number, and/or a seniority list by job classification.
6. The City will endeavor to maintain remote computer access to the City's intranet for the Union Office.

#### I. 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 to confirm their answers and provide any additional information.
  10. Except for emergency situations, the unit employees shall have a minimum of 48 hours to arrange for union representation when the member is the subject of an administrative investigatory interview. The union representative will make every reasonable attempt to arrive within the 48 hours. 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.
- F. Regardless of whether the City elects to interview the employee, or issue written questions, the following shall apply:
1. The employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the employee's family or clergy, the investigator, or chain-of-command.

2. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.
3. The member shall also be informed that none of their statements, nor any information or evidence which is gained by reason of such statements, can be issued against them in any criminal proceedings.
4. A unit member shall receive a copy of any statement that they are asked to sign.
5. An employee under investigation will be notified in writing every 90 calendar days as to the current status of the investigation. Every 30 days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include a brief description of the number of known witnesses still to be interviewed and other investigate processes remaining to be completed, as well as an estimated date of completion.

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 after 10 years.	<u>Maintain original in file.</u> 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.

## **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 two requests by the Union shall be started by the Human Resources Department in order of their ranking per contract year.

## **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.

### 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

- a. 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.

At the beginning of each contract year, the Union and the City will each select five Department Directors to serve as Grievance Committee members. No selected Department Director will serve as a committee member when the grievance involves his/her department. 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.

- b. 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:

- i. 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.
- ii. 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.
- iii. 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 2-2 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:

1. The independent arbitrator shall neither add to, detract from, nor modify the language of this Memorandum of Understanding.
2. The independent arbitrator shall be expressly confined to the precise issues submitted and shall have no authority to consider any other issue.
3. 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. Participants will agree to meet quarterly.
- B. During the term of this M.O.U., the Union and the City shall establish an 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 Committee shall meet monthly or at other mutually scheduled times.
- D. The members shall, upon request for a meeting, provide the Chairman with proposed agenda items, and the Chairman shall provide the members with the meeting agenda in advance of the meeting.
- 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.

## **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. The economic value of ongoing total compensation increases will equal 4.5%. This will be paid as follows:~~

~~1. A 5.55% base wage increase, effective the first full pay period in July 2023.~~

~~B. Additionally, Unit 2 employees will receive a non-continuous payment equal to the economic value of 5.0% of their base wage to be paid out on the first full pay period in August of 2023.~~

~~C. The City will complete a classification and compensation study before December 31, 2023.~~

**Our primary focus during these negotiations will be to advocate for a fair and reasonable wage increase for our members.**

The City will evaluate the American Rescue Plan Act and will provide a (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council, balancing the needs of the community and employees in their development of a strategic plan for the ARPA funds. The strategic plan will follow guidelines provided by the Department of Treasury. This language will expire at the conclusion of the 2021-2023 MOU.

D. If the City projects a General Fund surplus for Fiscal Year 2018-2019 in the five-year forecast that is presented to City Council in February 2018, the parties will Meet and Confer in February 2018.

E. 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.

F. 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.

G. 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.

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

#### Unpaid "Floating" Holidays

Unpaid "floating" holidays must be designated and approved by their supervisor by August 1 of each fiscal year. If not all unpaid "floating" holidays are designated by the deadline, the holidays will be designated by the department by September 1. The unpaid "floating" holiday furlough may be taken in at least a one (1) hour increment. Per state law, New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas must be paid holiday; and therefore, cannot be designated unpaid "floating" holidays.

Administration and approval of unpaid "floating" holidays are not subject to the grievance procedure.

The unpaid holiday requirement will be phased out by Year Two of the 2016-19 MOU.

### **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:

In November of each calendar year, and June of each calendar year, 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.

In November of each calendar year, and June of each calendar year, 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 scheduled performance evaluation on file at the time of the qualifying date.
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. 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. For the 2019 – 2021 M.O.U. contract, 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.

Records of overtime worked by employees shall be provided to the designated Union Steward, to be posted on a quarterly basis on Union bulletin boards. 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, whenever possible at the supervisor's discretion. 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.

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

### **A. Sick Leave Cash Out Formula**

Effective July 8, 2002, the following benefits shall apply:

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.

Additional language of this Section 3-4 is contained in Attachments B and C.

## **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 premium pay shall continue to be paid at the rate of the regular shift for any additional hours worked following the regular shift. Effective July 1, 1999, 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.

Effective July 10, 2006, 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:

- a. Approval of Department Head
- b. Approval of Union President
- c. Mutually agreed schedule between Unit Member and Supervisor
- d. 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, a Unit member may combine their thirty (30) minute meal period with one of his fifteen (15) minute rest periods to achieve a forty-five (45) minute meal period. This paid leave time counts as hours worked.

When a unit member 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, a unit member shall be entitled to a paid meal break of thirty (30) minutes, but in no event shall a unit member 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: Bump/Bid Procedure Equipment Management 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 bump/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 Bump/Bid**

There will be a full Bump/Bid each fiscal year, in December, which will become effective the first pay period in January.

##### **2. Interim Bump/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 Bump/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 Bump/Bid procedure. Employees in these specialties will Bump/Bid only within their specialty and/or section.

- 1) Motorcycle Mechanics
- 2) Heavy Equipment Mechanics in the following assignments:
  - Fire shop
  - Off-road equipment
  - Aerial equipment
  - 91st Ave. Treatment Plant
  - Landfills
- 3) Police substations-
  - Auto Technicians (master)
  - Fire Shop Auto Technicians
  - Equipment Service Worker II
- 4) Leads
- 5) Temporary, new hire and promoted employees\*
- 6) Rovers
- 7) Make-ready shop (all personnel)
- 8) Service writers
- 9) Auto Parts Clerk III (annual bump for this class will be effective after the physical inventory each year).
- 10) Engine diagnostic specialist
- 11) Auto Mechanic at the 91<sup>st</sup> Ave. Treatment Plant

\* 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 Bump/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 Bump/Bid.

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 bump/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 Bump/Bid. Employees must return to work seven (7) days prior to the original bump/bid posting to be included in the bump/bid.

#### 4. Annual Bump/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 Bump/Bid."

#### 5. Delegation of Authority

Employees may delegate/select a representative to participate in the bump/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 Bump/Bid Sign-up Sheet will be annotated by the employee's representative printing the employee's last name and initialing the entry. The Proxy form will be created in Labor Management with the City and Unit II in efforts to create one universal document. The Labor Management committee will also identify procedures of distribution, request process, process to submit, deadlines and any other concerns regarding this form.

#### 6. Official Notification

The annual bump/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 Equipment Management 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."

## **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. Effective August 1, 2004, 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. 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. The plan shall consist of eighty percent (80%) payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The Plan shall also include an orthodontia benefit providing for eighty percent (80%) payment of reasonable and customary charges up to a maximum lifetime benefit of four thousand dollars (\$4,000) per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix.

### **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 on the Employee Declaration of Beneficiary card 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 commutation to and from his City work location. This policy will be consistent with the policy negotiated in 1997 with CIGNA Group Insurance, and will cover the Unit member commute for up to two hours before his shift begins, and two hours after his shift concludes. The Union will only pay the cost of this benefit the first year of the M.O.U.

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

### **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 Leave**

- 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
Cesar Chavez's Birthday	March 31
Memorial Day	Last Monday in May
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
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.

### 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

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. From July 1, 2016 through June 30, 2018, the vacation sell back remains in concession at 40 hours maximum. Effective July 1, 2018, this benefit is restored to 80 hours.

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.

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 the following holidays:

1. Memorial Day, last Monday in May
2. Juneteenth, June 19
3. Independence Day, July 4
4. Labor Day, first Monday in September
5. Veterans Day, November 11
6. Thanksgiving Day, fourth Thursday in November
7. Friday after Thanksgiving Day
8. Christmas Day, December 25

## **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/laundry 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. Effective July 8, 2002, 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.
- D. The City will provide 4 parking cards to the Union.

## **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 Apprentice

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

- 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.

## **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.

## **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.

## **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 2023 up to the beginning of the first regular pay period commencing in July 2024, 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, 2023

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Jason Henley, President, AFSCME Local 2384

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Jason Perkiser, Assistant Human Resources Director, Labor Relations, City of Phoenix

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Jeff Barton, City Manager, City of Phoenix

ATTEST:

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Denise Archibald, City Clerk, City of Phoenix

APPROVED TO FORM:

---

City Attorney, City of Phoenix

AFSCME 2384 Team:

Jason Henley, President  
James Sagar  
Diana Peterson  
James Mckenna  
Donald Furnival  
Alejandro Gutierrez  
Mario Ayala  
Christopher Idlebird  
Lorenzo Ortega

City of Phoenix Team:

Corina Ramsey, Deputy Human Resources Director  
Janice Pitts, Deputy Human Resources Director  
Brandy Kelso, Water Services Department  
Gabe Nevarez, Aviation Department  
Keith Carbajal, Public Works Department  
Bob Fingerman, Phoenix Convention Center  
Brittany Whittle, Human Resources (Coordinator)  
Donna Love, Human Resources (Scribe)

## **Addendum A - Allocation of Stewards**

The allocation of new steward positions under Article 1 will be referred to the Labor-Management Committee for appropriate action.

Guidelines for designation of new stewards shall include:

1. A designated steward must be one from amongst employees regularly working at a specified job site.
2. The designation of job site stewards shall take into consideration the following:
  - a. proportional representation of approximately 1-30,
  - b. organizational structure of department,
  - c. avoidance of duplicating service,
  - d. crew size of work unit divisions.

**ATTACHMENT A**  
(Subject to Reallocation)

Site Steward Allocations

<u>Department/Division</u>	<u>Site</u>
Aviation/Bldg. Ops. General Aviation	Sky Harbor Airport Deer Valley Airport Goodyear Airport
Maint/Air. Sect. Op./Custodians Electrical Maint. Op./Security Event Services Housing/Conventional Elderly Public Works Bldg Maint Equipment Mgmt.	Sky Harbor Airport All Term.-Sky Harbor Electrical Shop Phoenix Convention Center Phoenix Convention Center All Conventional Sites All Elderly Sites 2631 S. 22 <sup>nd</sup> Ave. 22 <sup>nd</sup> Ave. Service Center Fire Operations Salt River Service Center Union Hills Service Center Glenrosa Service Center Okemah Service Center
Fire Operations Center Street Trans./Materials/Insp. Street Trans./Survey Street Trans./Operations Waste/Wastewater Treatment	150 S. 12 <sup>th</sup> St. 1034 E. Madison 1034 East Madison 2141 E. Jefferson 23 <sup>rd</sup> Ave. & Durango 91 <sup>st</sup> Ave. Plant
Water Pollution Control Wastewater Collection	52 <sup>nd</sup> St. & Thomas Northwest Service Center North Yard
Water Customer Service	A.1-2525 E. Hess A.2-2002 E. Maryland A.3-16201 N. 21 <sup>st</sup> Ave. A.4-2301 W. Durango A.5-138 E. Union Hills
Water Production	Verde Plant Deer Valley Plant Squaw Peak Plant Union Hills Plant Val Vista Plant 52 <sup>nd</sup> St. & Thomas Phoenix Wells West

**ATTACHMENT A - CONTINUED**  
(Subject to Reallocation)

Site Steward Allocations

Water Distribution	3045 S. 22 <sup>nd</sup> Ave. 52 <sup>nd</sup> St. & Thomas Corona Yard Deer Valley Yard Morten Yard Paradise Valley Yard Heavy Maint. Yard Heavy Maint. Yard
Water/Wastewater Specialized Svcs	Electricians Heavy Maint. Light Maint. (O&M) Instrument & Control Specialist

Chief Steward Allocations

<u>Department</u>	<u>Division</u>
Aviation Sky Harbor	All (4)
Police/Fire/Street Trans.	All (3)
Public Works	All (2)
Housing	All (2)
Water/Wastewater	
Wastewater Treatment – 23 <sup>rd</sup> Avenue	91 <sup>st</sup> Avenue (3)
Wastewater Collections	All (2)
Water Customer Services	All (2)
Water Pollution Control	All
Water Production	All (3)
Water Distribution	All (2)
Specialized Services	All (2)

Lead Steward Allocations

<u>Department</u>
Aviation (3)
Public Works (2)
Street Transportation
Phoenix Convention Center (2)
Fire
Housing
Police
Water Services (6)

## **Attachment B (Relating to Vacation Leave)**

All of the following, including the agreed-upon Intent, are material terms of this Attachment B and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment B becomes null and void:

### **Section 3-4 (Continued)**

#### **A. Final Average Compensation and Vacation Leave**

1. The number of vacation leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of vacation leave hours in the employee's leave bank on June 30, 2014, not to exceed 450 hours.
2. The City recognizes that the Union may bring a lawsuit regarding the City's proposed implementation of the practice set forth in this Attachment B by submitting the dispute concerning the City's proposal and planned implementation of the practice in Paragraph B.1 of this Attachment B to a court of competent jurisdiction.
3. The Parties expressly agree that nothing contained in Section 3-4 or this Attachment B shall be construed to constitute an agreement by the Union to the lawfulness of the practice set forth in Attachment B or the lawfulness of implementation of the changes set forth in Paragraph B.1 of this Attachment B. Nor shall anything contained in this Attachment B constitute a waiver of the Union's, employees' or the City's claims or defenses in connection with a lawsuit as set forth in Paragraph B.2. hereof regarding the lawfulness of the City's proposed implementation of the changes set forth in Paragraph B.1. The City agrees not to make any argument based on this Attachment B regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment B. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment B, in any lawsuit as set forth in Paragraph B.2 regarding the lawfulness of City's proposed implementation of the changes in Paragraph B.1, that the Union or Unit 2 employees agreed to the lawfulness of such changes including, without limitation, by asserting that the Union or employees agreed to the lawfulness of such change based on this Attachment B, the negotiations leading up to this Attachment B, the ratification of the M.O.U. by the Unit 2 employees or

based on any action or statements of the Union in relation to this Attachment B.

4. The Parties further agree that until there is a final judgment and declaration with respect to the rights of the parties regarding the lawfulness of and the proposed implementation of the practice in Paragraph B.1, if the City calculates retirement benefits based on such practice, the Union will not seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1. The City expressly agrees that it waives any rights to argue and will not and may not argue that failure to seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1 constitutes estoppel, an agreement to such practice or waives any rights to challenge such practice nor will the City argue that either the Union or Unit 2 employees agreed to the lawfulness of the practice set forth in Paragraph B.1 or such practices based on the failure to seek a temporary restraining order, preliminary injunction or other interim relief.
5. The City and the Union further agree that in the event a court determines in a lawsuit as described in Paragraph B.2., after final judgment and all appeals are exhausted, that: (a) the vacation payments at issue in Paragraph A are compensation within the meaning of the Charter; or (b) determines that the practice set forth violates the contractually vested rights of employees; or (c) determines that the practice violates either the Arizona or United States Constitutions, the City shall, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, sever Paragraph B.1 of this Attachment B and its terms from this M.O.U. and will take whatever administrative action is reasonably necessary to undo the practice described in this Attachment B as required to implement such court's judgment and make any affected employees whole. The City shall meet and discuss with the Union about such administrative action before such action is taken and shall advise the Union first before advising affected Unit 2 employees about any such administrative action that directly affects Unit 2 employees
6. The City and the Union further agree that, in the event of a final judgment in the Union's favor such as described in Paragraph B.5. of this Attachment, and after all appeals are exhausted, the City will apply such judgment retroactively to undo the effect of the practices described in this Attachment B.1 on any employees affected or bound by this Attachment B and make such employees whole, including without limitation those Unit 2 employees who

retire after June 30, 2014 but before such final judgment and appeals are concluded. The City shall meet and discuss with the Union about what actions are taken to undo the effect of the practices and shall provide the Union with information concerning what Unit 2 employees retired after June 30, 2014 who were affected by Paragraph B.1 of this Attachment B as reasonably requested by the Union. The City agrees that it will not argue or claim that such judgment should be applied prospectively only.

## **Attachment C (Relating to Sick Leave)**

All of the following are material terms of this Attachment C and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment C becomes null and void:

### **Section 3-4 (Continued)**

#### **B. Sick Leave Cash Out Formula (Continued)**

##### **1. Final Average Compensation and Sick Leave.**

a. The number of sick leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of sick leave hours in the employee's leave bank on July 1, 2012, provided all criteria are met as described in Subsection A of Section 3-4 of this M.O.U..

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

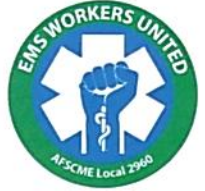
c. The portion of accrued and unused sick leave that is not included in the Final Average Compensation upon retirement can be cashed out as a lump sum upon retirement, provided all criteria are met as described in Subsection A of Section 3-4 of this M.O.U.

2. The Parties agree that Paragraph C.1(a-c) of this Attachment C of this M.O.U. shall not take effect, unless and until a final judgment, after all appeals are exhausted, has issued in the City's favor on all claims asserted by the Plaintiffs, as to the lawfulness of the practice described in Paragraph C.1(a-c), in the pending lawsuit, *Piccioli, et. al., v. City of Phoenix, et al.*, Ariz. Super. Ct. Case No. CV2012-010330 ("*Piccioli*").

3. The Parties agree that nothing in either Paragraph C.1 (a-c) or this Attachment C of this M.O.U. shall be construed to be a waiver of either the Union's or the City's claims or defenses in connection with the *Piccioli* lawsuit, including any of the City's arguments in defense of continuing its current practice under Administrative Regulation 2.441 or any of the Union's arguments that it never agreed to such changes in the MOU effective July 1, 2012 through June 30, 2014 or otherwise. The City agrees not to make any argument based on this Attachment C regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment C. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment C, in the *Piccioli* matter regarding the City's proposed implementation of the changes in Paragraph C.1(a-c), that the Union or Unit 2 employees agreed to the lawfulness of such changes including,

without limitation, by asserting that the Union or employees agreed to the lawfulness of such change based on this Attachment C, the negotiations leading up to this Attachment C, the ratification of the MOU by the Unit 2 employees or based on any action or statements of the Union in relation to this Attachment C.

4. In the event a final judgment as described in Paragraph C.2. is issued, the Parties agree that the City may, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, take whatever administrative action is reasonably necessary to implement the practice described in Paragraph C.1(a-c) of this Attachment C, provided such action is consistent with the Court's final judgment. The City shall meet and confer with the Union about such administrative action before such action is taken and shall advise the Union first before advising any other Unit 2 employees about any administrative action regarding implementation of Paragraph C.1(a-c) that directly affects Unit 2 employees.



November 30, 2023

Jason Perkiser  
Labor Relations Administrator  
City of Phoenix  
[Jason.perkiser@phoenix.gov](mailto:Jason.perkiser@phoenix.gov)

Dear Jason:

In accordance with Article 6, Section 6-3A of the MOU between the City of Phoenix and AFSCME Local 2960, this letter serves to notify you of the Union's request to modify the 2023-2024 MOU and negotiate a new MOU to take effect on July 1, 2024.

As detailed in the Meet and Confer Ordinance our proposed Memorandum of Understanding is being sent to you with a copy filed with the City Clerk as a public record, on or before December 1, 2023.

While we have included any changes we are aware of at this point that we want to modify in the MOU, our membership survey results have not been finalized and other issues may need to be discussed during negotiations. We look forward to productive discussions with you and your team.

Sincerely,

Frank A. Piccioli, President  
AFSCME Local 2960

C: City of Phoenix City Clerk's Office  
City of Phoenix City Manager  
David Mathews, City of Phoenix HR Director

# **MEMORANDUM OF UNDERSTANDING**

**2023 – 2024 – TBD (dependent on whether one year MOU is  
agreed to again or a longer term)**

**CITY OF PHOENIX**

**AND**

**AMERICAN FEDERATION**

**OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES,**

**LOCAL 2960 AFL-CIO**

**REPRESENTING UNIT 3 EMPLOYEES**

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## **PREAMBLE**

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

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

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

NOW, THEREFORE, the City of Phoenix, hereinafter referred to as the "City" and Local 2960, as an affiliate of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," having reached this complete agreement concerning wages, hours, and other terms and conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Phoenix with their joint recommendation that body resolve to adopt its terms.

# **ARTICLE 1: Rights**

## **Section 1-1: Purpose/Gender**

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

### **A. Recognition**

The City recognizes the Union as the sole and exclusive Meet and Confer agent, pursuant to the Meet and Confer Ordinance as amended, for the purpose of representation regarding wages, hours, and other conditions of employment for all regular full time and regular part time employees in positions constituting Unit III, as certified May 22, 1978, or as may be modified by the Phoenix Employment Relations Board (PERB).

If a court of competent jurisdiction (defined as Arizona Supreme Court or U. S. Supreme Court) determines that "fair share" does not violate Arizona State Law, then the Union and the City of Phoenix shall open up the contract to bargain in good faith on this issue.

If any conflict exists between the language in an A.R. or employment/ department rule and the language of the negotiated M.O.U., the M.O.U. shall prevail.

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

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

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

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect Administrative Regulations and employment rules and regulations, consistent with law and the specific provisions of this Memorandum of Understanding to direct its employees, to take disciplinary action for just cause, to terminate or reassign its employees from duty because of lack of work or for other legitimate reasons, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

Nothing herein shall preclude the City from being in compliance with the Americans with Disabilities Act.

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

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the 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. In compliance with City Code Article XVII Employer-Employee Relations, Chapter 2-214, Public Employee Rights (as of Feb 18, 2021), any Union release time, including that of full-time release positions, shall count as time worked in the unit member's job classification.

### **A. Union Release**

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and AFSCME Local 2960 have negotiated full-time release positions, and release hours, as an efficient and readily available point of contact for addressing labor-management concerns. Examples of work performed by representatives using union release in support of the City include ensuring representation for employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the members; serving on City and departmental task forces and committees; facilitating effective communication between City and Department management and employees; assisting unit members in understanding and following work rules; and administering the provisions of the Memorandum of Understanding. Union release is also used for authorized employees to prepare for appeals and hearings and attend Union conferences, meetings, seminars, training classes and workshops so that employees better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation. The cost to the City for these release positions and release hours, including all benefits, has been charged as part of the total compensation package detailed in this agreement.

For a unit member whose regular shift is other than day shift, there will be flexibility in changing his normal work hours for the purposes of attending official Labor-Management meetings called by or with the concurrence of the Department Head or designee.

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

#### **1. Full-Time Release Positions**

The President or President's Designee and three additional full-time release positions to be designated by the Executive Board of the Union, shall each be

allowed up to 2,080 work hours per M.O.U. year to engage in lawful union activities, pursuant to and consistent with this Memorandum. The full-time release employees will be engaged in either union activities or city activities in accordance with city administrative regulations during paid release time. The City will pay the employees' full time fringe benefits. Time used for this purpose in excess of 2,080 hours per position shall be at the expense of the Union, and the Union shall reimburse the City at the applicable employee's hourly rate of pay.

The Union will keep the Labor Relations Division apprised of the regular work schedules of the release positions and submit leave slips for processing.

Upon return to regular City duties, a full-time release employee shall be reinstated to his/her original position, location and schedule by seniority. In addition, any approved leave time the full-time release employee had scheduled prior to his/her return shall be honored by the department.

The City values and benefits from the participation of Union leaders on citywide task forces and committees, Labor-Management work groups, and a variety of Health and Safety committees. These activities take time away from expected tasks such as representation and communicating with the membership and may occur outside the regular work day of the Union officials. The full-time release positions agree to participate in these important committees and task forces. In recognition of this commitment, the City agrees to provide a compensatory time bank of 520 hours and paid overtime rates for use by the full-time release positions each MOU year. The Union will submit a written request to redeem the hours from this bank to the Labor Relations Division no later than July 1st of each MOU year for remittance with the second paycheck in August.

## 2. Union Stewards

The Union may designate 52 stewards including 10 Chief Stewards and 19 Lead Stewards to serve as employee representatives. Such designation shall be made from amongst employees regularly working at the job sites as specified in Attachment "A" hereto. The Labor-Management Committee will discuss the job site allocation of the 52 stewards upon request by either party (Attachment A). Employees must have completed the initial City probationary period of 1 year to be eligible for designation as a steward.

The Union shall notify Labor Relations in writing of its designations and re-designations of stewards.

There shall be no obligation on the City, nor shall the City change or adjust employees' permanent regular work schedules or assignments solely as a result of such designations.

One such steward from the Grievant's home department and the Grievant may, after the Grievant and the supervisor were unable to resolve the matter informally (Article 2, Section 2-1), when the Union is designated by the Grievant as his representative, attend mutually scheduled grievance meetings with department representatives without loss of pay or benefits during City time. One steward working in the same department as a unit member under investigation may also attend investigative meetings without loss of pay or benefits during City time. Stewards not from the same department as the grievant or employee under investigation may provide representation, however the total time spent on representation will be requested from and charged to the bank of hours as outlined in 1-3 A 3.

Stewards with assigned City vehicles who are on duty and actively working, and are scheduled to return to duty at the conclusion of the meeting, may use the City vehicle to attend mutually scheduled grievance and/or labor-management meetings with department representatives.

The unit will be allowed, subject to operational and scheduling factors and 14 calendar days advance notice, up to one shift (either 8 or 10 hours depending upon their regular schedule) of paid release time for authorized stewards to attend a one-time contract orientation session conducted by the Union in each year of the contract.

### 3. Bank of Release Hours

The unit will be allowed, during each 12 month term of this Memorandum, subject to operational and scheduling factors and 48 hours advance notice to the Labor Relations Division. A unit total of 4,540 hours paid release time in a bank of release hours per M.O.U. year.

With the exception of the ten elected union officials, only one representative may be released from the same work group on the same shift at the same time. The union may request an exception when training is being provided by the International Union. Approval will not be arbitrarily withheld.

Any hours used in excess of the bank of hours must be approved by the Labor Relations Administrator and the AFSCME Local 2960 President. The number of hours used in excess of the bank at the end of the MOU term will be deducted from the bank of hours in the first year of the next MOU. A surplus of hours will be carried over into the next MOU to a maximum beginning bank of 6,810.

### B. Unpaid Time

Unit members may be authorized in advance in writing to engage in lawful unit-related activities during City work hours on a non-paid basis by the City Manager or his designee in his unrestricted discretion according to the applicable Personnel Rules. A member selected by the Union to do unit representation work which takes the employee from his employment with the City shall, at the written request of the Union, and subject to Civil Service rules and the approval of the Personnel Official, be granted an unpaid leave of absence. The leave of absence shall be in increments of no less than 3 months and

shall not exceed 1 year, but it may be renewed or extended for a similar period upon the request of the Union.

- C. There shall be no use of official time for unit related activities except as expressly authorized under the aforesaid sections. The City reserves the right to deny approval of requests for use of official time for activities not expressly authorized under this Memorandum.

D. International and Local 2960 Union Representatives

Accredited A.F.S.C.M.E. International, and designated Local 2960 Chief Steward and Lead Stewards shall be admitted to the buildings and grounds of the City during working hours for assisting in the adjustment of grievances, so long as such will not interfere with any work operation or the safety and security of any work site. Such representatives will check in with the supervisor involved and will be required to conform to the safety regulations of the work site.

E. Payroll Deduction

1. The City shall deduct from the first and second pay warrants of Union members, in each month, the regular periodic Union membership dues and regular periodic Union sponsored insurance premiums pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Union no later than the 14 day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deduction shall be made only when the Union member's earning for a pay period are sufficient after other legally required deductions are made.
2. Authorization for membership dues deduction herein under shall remain in effect during the term hereof unless revoked in writing by the employee. Revocation of deductions shall be accepted by the City only during the first week of July or January of each year of the term of this memorandum to be effective the following payroll period. The City will notify the Union of any revocations submitted to it.
3. The City shall not make dues deductions for unit members on behalf of any other employee organization (as defined in the Meet and Confer Ordinance) during the term of this Memorandum.
4. It is agreed that the City assumes no liability except for its gross negligence on account of any actions taken pursuant to this section. The City will, however, as promptly as technically possible, implement changes brought to its attention.
5. The City shall, at the written request of the Union during the term of this agreement, make changes in the amount of dues deduction hereunder for the general membership, provided costs for implementing such changes shall be reimbursed by the Union at actual cost incurred by the City.

F. Facilities and Services

The Union may distribute material on the City's premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided that both the person distributing and the employee receiving such material are on their own time.

The Union shall be allowed to send one union-requested communication per month using the City Email System to communicate with Unit 3 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.

The Union's web page shall be listed as a link on the City's Intranet home page as one of the City's Employee Resources.

The City shall provide the Union with bulletin boards for its use in communicating with its members at mutually agreeable locations. The City shall grant sole and exclusive use of such bulletin boards to the Union. The City will provide glass-enclosed, locking bulletin boards (standard to be set by the City) for any new City facility where five or more Unit 3 employees will be assigned. The Union may request that two existing bulletin boards be replaced with glass-enclosed, locking bulletin boards (standard to be set by the City) each contract year, provided at least five Unit 3 employees are assigned to the requested locations. Lost keys will be replaced with the full expense charged to the party that lost them (meaning City or Union). Damaged bulletin boards will be replaced with the cost split equally between the City and the Union.

Material which is not abusive of any person or organization, which complies with laws regulating the political activities of City employees, and which is not disruptive of the City's operations, may be posted or distributed, provided that such material is submitted to the City and also signed by an authorized official of the Union. The Union may grieve any refusal by the City to approve posting or distribution of submitted material. The City will not arbitrarily disapprove submitted material.

The Union shall have the right to meet with each new unit member for 1 hour during the scheduled Human Resources Department's new employee orientation before or after lunch for the purpose of informing each such new employee of the Union and of that member's right to have Union dues deducted from his pay warrant. Additional time will be allotted – in addition to new employee orientation – in departments that have new employee orientation.

Where possible, Unit III becomes a participant in the appropriate electronic distribution lists for promotions, seamless service, City Connections and/or educational opportunities.

Upon the Union's filing of a Third Party Data Sharing agreement with the HR Department, the City shall provide electronically, at no cost, a list of unit members which includes the following: Emp ID, First Name, Last Name, Initial, Deduct, Service Date, Dept ID, Department, Job Title, Job Locator Code, Work Location, Mailing Address, City, State, Zip, Home Phone, Work Phone, active Union deduction, and a list of Unit 3

employees who have left the unit. (This includes unit members who retire, promote, quit, are terminated, or pass away). The City shall provide the Union a list of all Unit 3 vacancies monthly. Any and all information furnished by the City shall be used by the Union solely for the purpose of communicating with unit members, other legitimate union purposes, and shall not be shared with any other individual or organization.

- G. The Union shall be allowed \$14,000, reimbursable to the Union by the City each fiscal year, for designated members of the local to attend schools, conferences, workshops and training to develop skills in effective member representation, conflict resolution techniques, labor-management cooperation, and other employee relations areas that promote cooperative and harmonious relationships. The Union will submit receipts for reimbursement by the City. If the entire \$14,000 is not used, the balance will carry over into the next fiscal year; however, the total fund balance must not exceed \$28,000, and any funds in excess of \$28,000 will expire.

The Labor Relations Administrator will continue the practice of providing the union information concerning grievance and arbitration cases. The union agrees that they will be reasonable in making these requests for information.

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

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

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

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

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

- A. Unit employees have the right to be represented by the union and the union reserves the right to provide representation to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during an investigatory interview concerning allegations focused on the employee which may result in disciplinary action.
- B. Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with an employee without utilizing a formal investigatory process. Supervisors are encouraged to not utilize an investigatory process unless they have a reasonable belief that discipline (a written reprimand or higher) could result. Should information be made during a conversation to attempt to resolve an issue that could result in discipline, the

supervisor will stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by management may result in a disciplinary action.

- An employee is entitled to Union representation if the employee reasonably believes that the investigatory interview will result in disciplinary action and the employee has requested representation from their union.

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

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 the employee's holidays and N-days to confirm their answers and provide any additional information.
  10. Except for emergency situations, the unit employees shall have a minimum of 48 hours excluding the employee's holidays 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.
  11. Employees will be provided with the NOI cover sheet (and attachment if applicable) listing the allegations against the employee 48 hours in advance of the investigatory interview, however, the NOI/interview questions will not be provided in advance.
- F. Regardless of whether the City elects to interview the employee, or issue written questions, the following shall apply:
1. The employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the employee's family or clergy, the investigator, or chain-of-command.
  2. The employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.
  3. The member shall also be informed that none of their statements, nor any information or evidence which is gained by reason of such statements, can be issued against them in any criminal proceedings.
  4. A unit member shall receive a copy of any statement that they are asked to sign.
  5. An employee under investigation will be notified in writing every 90 calendar days as to the current status of the investigation. Every 30 days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include a brief description of the number of known witnesses still to be interviewed and other investigate processes remaining to be completed, as well as an estimated date of completion.
- G. Misc.
1. A unit member identified solely as a witness will not be prevented from reaching out to the union on their own time to consult with a union representative prior to their interview.

2. Only paperwork pertaining to any completed NOI investigation resolved as sustained will be kept in an employee's personnel files.
  3. This article applies to all regular full-time and regular part-time employees in Unit 3 positions, this includes probationary employees.
  4. In addition, Police employees are covered in Section 1-4.P.
  5. If a Union Steward is requested by management to hold over or is called in from home by a supervisor to represent an employee at a meeting required by management, the Union Steward will receive overtime compensation for actual time held over or a minimum of 1 hour if called in from home.
  6. Employees have the option to bring a union steward for purpose of observation to a scheduled meeting where a suspension, demotion or termination is being issued by management.
  7. See Section 1-4N for retention schedule.
- H. Unit employees will be permitted to apply and/or compete in a transfer process while in a pending investigation. The transfer process will not be delayed pending the conclusion of the related investigation.
- I. The City will provide to the employee a copy of the Citywide completed accident investigation and any other material the City plans to present at the Citywide Accident Review Board hearing. This material will be supplied as quickly as possible after the material has been prepared.
- J. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Article unless otherwise specified in this MOU. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.
- K. Any unit member covered hereunder shall, on his request and by appointment, be permitted to examine his personnel file and/or supervisor file, in the presence of an appropriate supervisory official of the Department. The unit employee may authorize in writing a union representative to examine their personnel and/ or supervisor file on their behalf. The employee is entitled to designate 1 person of his choosing (lawyer, union representative, close friend, etc.) to accompany him in reviewing his file. The employee, however, must be present at the review. In addition, the unit member may, at his discretion, attach rebuttal statements to any material contained in his personnel file and/or supervisor file, which may be of a derogatory nature. No unit member shall have any adverse statements entered into his personnel file without the member being informed by a supervisor. The employee shall be requested to date and sign such adverse material, not as an indication of agreement, but solely as evidence of being advised of its existence. If the unit member requests, he shall receive a copy of the

material in question. Medical information should be maintained in a separate confidential file.

1. The City will establish a logging system within the department and central personnel file. The log will identify the date, name of the person (other than Human Resources staff) that examined the file, and purpose.
2. If an employee is not given their performance evaluation by the annual review date the employee's merit increase will be processed within 21 calendar days following the above due date and be retroactive to the performance evaluation annual review date. (If an over all "met").

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

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

- The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees, customers of the City, or the public.
  - The employee has solicited or taken for personal use a fee, gift, or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.
  - The employee is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocket knife (as provided in ARS 13- 3102) at a City worksite<sup>1</sup>, unless such employee is a police officer. 1 (A worksite includes not only City buildings and property, but also City vehicles and private vehicles while being used on City business, and other assigned work locations.)
  - The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.
  - The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen.
  - The employee is under the influence of alcohol or illegal drugs on the job.
  - The employee has violated City of Phoenix anti-harassment or anti-discrimination policies.
  - The employee committed a violation of the City's Ethics Policy.
  - The employee's actions meet the elements of a felony.
  - The employee committed an act of dishonesty.
  - The employee has committed a Class 3 violation of use of force (For enforcement positions within the Police Department).
- L. The City will comply with provisions of A.R.S. Sec. 12-2506, paragraph D, subparagraph 1, and assume responsibility for the actions of any Unit III employee in a legal proceeding for personal injury, property damage, or wrongful death, when it is demonstrated that the employee was performing his regularly assigned duties without malice or any degree of negligence.

- M. The City shall notify employees in writing of any new policies and/or revision in City or written department policies affecting Unit III employees. Notice shall remain available for not less than 21 working days. Review of policy revisions shall be included in employee meetings and shift briefings when appropriate and practical to do so. The City will notify employees of new or revised written City or Department policies affecting Unit employees as soon after release as possible.
- N. A coaching is a verbal discussion or meeting with an employee to actively discuss any problem with the employee. A coaching is not to be considered a first offense for purposes of progressive discipline. A written record of a coaching may be placed in the supervisor's file. A coaching is to be one-on-one. When 2 or more supervisors are present at the coaching, the employee will be allowed a representative at the employee's request. An employee may receive more than 1 coaching for a similar matter. A coaching given to a unit member cannot remain in a supervisor's file for more than 1 year from the date the coaching was issued, provided no further incidents of a similar nature occur during this 1 year period.

A supervisory counseling is a written warning that the supervisor shall document in memo form. A supervisory counseling is not discipline. They are to be used to determine only notice to the employee and credibility. The supervisory counseling shall be initialed or signed by the unit member within 2 weeks of being advised that the counseling has been issued.

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

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

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

Suspensions (other than below)	<u>Maintain copy in file.</u> Remove annually provided no further incidents.	<u>Maintain copy in file.</u> Employee may request to remove after 10 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 10 years.
Discipline as discussed in section 1-4.K.2		<u>Maintain copy in file.</u> Cannot Remove	<u>Maintain original in file.</u> May not be inactivated

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

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

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

Documents or notes maintained in a supervisor's file will not be used in future disciplinary actions (Grievances or Civil Service Board) unless the unit member has been previously made aware of the existence of the performance/conduct concerns.

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

If a unit employee is suspended, it is understood that a suspension day is defined as 8 hours. For employees working a 4-10 schedule, the other two hours of the work day would be accounted for at the sole discretion of management.

Unit members may serve suspensions of more than 40 hours on an alternating weekly schedule.

After a separation notice has been signed by the appropriate authorities, and if the unit member is given the opportunity to resign, the unit member will have two hours to consult with a representative.

Unit members are entitled to representation if a "Not Met" performance evaluation is appealed and is at the Executive Level (Assistant Director or Director) or when management has more than one representative at the meeting to discuss the appeal of the performance evaluation.

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

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

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

- O. City employees who are on duty and are, either witnesses, charging parties, appellants or grievants may attend grievance, Civil Service, Phoenix Employment Relations Board (P.E.R.B.) and Accident/Collision Review Board hearings and/or meetings on city time provided 1) it is for their particular case which is either scheduled or on the public meeting agenda for that date and time and 2) Once a witness testimony has been concluded, or if a grievant, charging party or appellant once that agenda item has been completed or if the grievance meeting concluded, unless they have made other arrangements in advance with their immediate supervisor's approval, they will promptly return to work. Management reserves the right to restrict the number of witnesses who can be off of the job at any one time but will cooperate in rotating witnesses from the workplace so as to minimize the impact to operations and service to the public. For group grievances, the group will be allowed to select no more than two non-witness members of the group to attend the proceeding. These do not have to be the same group members for each step or meeting of the entire proceeding. As a matter of courtesy, employees will give management as much notice as possible.

P. Rights and Disciplinary Matters (Police Department)

1. Unit members of the Police Department have the right to appear before the Departmental Disciplinary Review Board when disciplinary matters are brought before the Board involving the unit member which may lead to demotion, suspension or discharge.
  - a) The purpose of such appearance is to give the unit member an opportunity to respond to the assertions made against him.
  - b) The Department shall notify the unit member 10 calendar days prior to such opportunity to respond to the Board. The notification shall contain the date, time, violation(s) and basis of each violation that has been partially or wholly sustained. In addition, the unit member, if he chooses, may meet with his immediate supervisor along with his second level supervisor, or the unit member's bureau/precinct commander for the purpose of discussing the basis of each violation to be reviewed by the DRB. If the immediate supervisor conducted the investigation, the unit member, if he chooses, may meet with the next supervisor in his chain of command.

Such request shall be made in writing to the unit member's immediate supervisor. Also, the unit member, if he chooses, may be accompanied by a unit representative at either meeting.

At the pre-DRB meeting, the unit member shall be afforded a reasonable opportunity to review the written investigation.

Realizing that in some cases there may be information that would be detrimental to the department's ability to conduct misconduct investigations, that information may be deleted. However, all other information will be available for review.

The unit members under investigation may request an edited copy of the DRB packet at no cost to the unit member. The City has 7 calendar days from the date of request to provide above-mentioned packet. If this information is provided to the unit member, there shall be no pre-DRB meeting.

The unit member may, at his discretion, appear before the Board with a unit representative of his choosing, and may state his reasons why the proposed action is unjustified.

The unit member may submit relevant written matter in support of his position.

2. Any unit member under investigation by Professional Standards or a Police Department Supervisor for a disciplinary matter, and who is interviewed or interrogated shall be given a written notice of investigation (Form 80-58DB) informing him of the nature of the investigation and his status in the investigation. In addition, the unit member and/or the Police Department supervisor/internal affairs representative may mechanically record such interview/interrogation. Should any mechanical recordings take place, the department reserves the right to transcribe any such interview/interrogation for the purpose of verifying the accuracy of the interview/interrogation and, if requested, the unit member shall sign the transcription if it is accurate.

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

The employee shall be given the above-mentioned written notice of investigation at the onset of the misconduct interview and prior to the employee being requested to prepare a written statement. If the employee is requested to prepare a written statement, the employee may request 1 hour to contact his Union representative prior to making the written statement. When a unit member is given a written notice of investigation (Form 80-58DB), other than the investigating supervisor/s, the only persons the unit member may speak to concerning the investigation are their attorney, minister, unit representative, or spouse not involved in the investigation. When the investigation is completed, the accused employee will be notified in writing of the findings.

A Professional Standards Bureau investigator will make available for review by the unit member and the representative any video, audio, or photographs that are being used as the basis for an allegation of misconduct. The investigator will not intentionally misrepresent any fact or material issue to the unit member.

3. Unit members have the right to representation in dealings with the City concerning grievances and investigatory interviews with a Police Department supervisor in a disciplinary matter which may lead to suspension, demotion or termination. The representative must be a bargaining unit member. The bargaining unit representative will be the most readily available unit representative. The employee will be allowed to seek advice and counsel from their representative during caucus and prior to, during, and after the interview. Prior to the conclusion of the meeting, the member, or representative on behalf of the employee, will have the opportunity to make a closing statement. If a unit member is called to an investigatory interview with a Police Department supervisor for a disciplinary matter which may lead to a Written Reprimand, the conversation shall be mechanically recorded by the supervisor and, if requested, the unit member shall receive a copy of the recording. Further, if personally requested by the unit member, representation will be allowed during a Professional Standards investigatory interview/interrogation concerning allegations focused on the unit member which may result in disciplinary action against him for violation(s) of the City or department work rules and regulations. The representative must be a bargaining unit member. The representative will be the most readily available unit representative. The employee will be allowed to seek advice and counsel from their representative during caucus and after conclusion of the interview. Prior to the conclusion of the meeting, the member, or representative on behalf of the employee, will have the opportunity to make a closing statement.

The Union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The Union representative may not turn the meeting into an adversarial proceeding, unduly disrupt the interview, interfere with the objective of the examination, or compromise the integrity of the interview. The Union representative may not interrupt the employee's response to a question or prevent the employee from responding to a question. The Union representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

During the interview, the interviewer may insist that he is only interested in hearing the employee's own account of the matter under investigation at that time. The interviewer may not prohibit the Union representative from engaging in meaningful representation, including assisting and consulting with the employee.

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

Only paperwork pertaining to any completed N.O.I. Investigation resolved as sustained will be kept in an employee's file.

Attendance at the Police Department Disciplinary Review Board (DRB) is optional. An employee may attend or not attend; it is his or her individual choice. If an employee declines to appear before the DRB, comments made during deliberations of the Board will not be presented to the Civil Service Board and the fact that the employee did not appear before the DRB will not be held against the employee. The employee may, at his or her discretion, appear before the Board with a representative of his or her choosing and may state his or her reasons why the proposed action is unjustified. The employee and his or her representative may passively observe all presentations made to the Board and all responses made to questions by Board members. The employee and non-board members will be excluded from the room during Board deliberations. In addition, a representative from Labor Relations will be present as a passive observer at the DRB at the union's request.

If a Polygraph examination is required of a unit member, a unit representative may monitor the audio/video-taped examination from the monitoring room.

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

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

Are required to remain in workpants/boots.

Must adhere to Operations Order 4.1 (Meals and Breaks);

Must submit a workout memo through the Chain of Command to the Department Fitness Coordinator;

Must adhere to Operations Order 3.7 (Industrial Injuries);

Must limit their activity to Strength Training/Cardio Training;

May not work out on their "Code 7" during overtime shifts; and,

May not work out during the last 2 hours of their duty shift, unless approved by their supervisor.

Program viability will be reviewed annually by the Police Chief and the program may be cancelled at that time.

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

- A. The Union pledges to maintain unimpaired municipal services as directed by the City and neither the Union nor any of its agents will authorize, institute, engage in a slowdown, work stoppage, or strike against the City. During the term of this Memorandum, neither the City nor its agents shall authorize, institute, aid or promote any lockout of unit members covered by this Memorandum.
- B. The provisions of Section 2(17) and Section 13 of the Meet and Confer Ordinance are expressly incorporated herein.

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

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

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

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

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

The Human Resources Department shall provide the Union with an opportunity to meet with the person conducting the study prior to preparation of any report or recommendations.

- B. The City will schedule a meeting with the Union, with a minimum of seven calendar days' notice, to discuss management recommendations for contracting of work presently being performed by unit members which would directly result in a reduction in the number of regular unit positions during the term of this agreement. The meeting will occur prior to any final recommendation to the City Council. Failure by the City to meet with the Union under this Article may be subject to the Grievance Procedure (Article 2, Section 2-1) of this MOU. The management recommendation, and final decision thereon by the City, shall not be subject to the Grievance Procedure (Article 2, Section 2-1) of this MOU. The City shall endeavor to meet with the Union at least 30 days prior to elimination of any Unit 3 positions.

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

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

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

#### A. Informal Resolution

1. As a matter of good labor-management relations a unit member who believes that they have a bona fide grievance must discuss and attempt to resolve it with his immediate non-unit supervisor.
2. If such informal discussion does not resolve the problem to the unit member's satisfaction, the unit member may file a formal grievance in accordance with the following procedure:

#### B. Definition of Grievance

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

#### C. Procedure

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

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

##### Step 1

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

The second line supervisor shall, within 14 calendar days of having received the written grievance or such meeting, whichever is later, submit a response thereto in writing to

the Grievant and the Grievant's representative if any. The time period for an appeal begins when an email is sent to the Grievant's representative. (Grievance responses may be emailed. Email to [officestaff@afscme2960.org](mailto:officestaff@afscme2960.org) or local's current email approved by Local President. It is recommended that the fax is sent when the copy is given to employee). The parties by written mutual agreement may skip from Step 1 directly to Step 2 of the grievance procedure.

## Step 2

If the written response of the Step 1 does not result in resolution of the grievance, the Grievant may appeal the grievance by signing and completing the City form and presenting it to the second level of review (Department Director designated by the City) within 14 calendar days of the Grievant's receipt of the Step 1 response.

Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within 14 calendar days of having received the written grievance or the meeting, whichever is later, the second level of review shall submit a response to the grievance to the Grievant and the Grievant's representative, if any. The time period for an appeal begins when an email is sent to the Grievant's representative. (Grievance responses may be emailed. Email to [officestaff@afscme2960.org](mailto:officestaff@afscme2960.org) or local's current email approved by Local President. ). The parties by written mutual agreement may skip from Step 2 directly to Step 3 of the grievance procedure.

## Step 2.5

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

## Step 3

- a. If the written response of the Step 2 (or 2.5 if applicable) does not result in resolution of the grievance, the Grievant and the Union may, within 14 calendar days of having received the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. The time period for an appeal begins when an email is sent to the Grievant's representative. (Grievance responses may be emailed. Email to [officestaff@afscme2960.org](mailto:officestaff@afscme2960.org) or local's current email approved by Local President. ). A Grievance Committee hearing will be scheduled at which the Grievant shall be afforded the opportunity to fully present his position.

The Grievance Committee will consist of:

Chairman: A City of Phoenix Department Director or a member of the City Manager's Executive Staff or a retired City Manager's Executive Staff (at no cost) as selected jointly by the Labor Relations Administrator and the Union President through a pre-established list.

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.

At the beginning of each MOU year, the Union and the City will each select 5 Department Directors or members of current or retired City Manager's Executive Staff to serve on the Grievance Committee. No selected Department Director or Executive Staff member will serve as a committee member when the grievance involves his/her assigned department. Staff support to the Committee during the hearing will be provided by Human Resources Department staff.

Before each Grievance Committee, the Labor Relations Administrator and the Union President will either mutually agree upon one of the names, or the parties will take turns striking names and the final name will be selected. Labor Relations staff will then schedule the Grievance Committee meeting.

The Grievance Committee shall, within 10 calendar days of receipt of the appeal, schedule a hearing regarding the grievance at which the Grievant shall be afforded the opportunity to fully present his position and to be represented. A Grievance Committee meeting shall be held within 60 calendar days of receipt of the appeal. The Grievance Committee shall, within 10 calendar days of the conclusion of the hearing, make advisory recommendation on the grievance and submit it to the City Manager for final determination for those employees who have elected to use this procedure instead of arbitration.

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

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

The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of 7 arbitrators who have had experience in the public sector. The parties shall, within 10 calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the

arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- i. 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.
- ii. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
- iii. The arbitrator shall be bound by applicable State and City Law.

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

#### D. Union Grievance

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

#### E. Group Grievance

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

#### F. Time Limits

If the City fails to answer a grievance within the time limits specified in Section 2-1 C, it shall be deemed to have been denied and may be appealed to the next step under the Article. If the Grievant or the Union fail to comply with said time limits, the grievance shall be deemed to have been withdrawn without prejudice. The parties may extend time limits by mutual written agreement in advance.

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

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

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

- H. The City will not discriminate or retaliate against employees because of their exercise of rights granted by this Article.
- I. Regular full-time and regular part-time employees are covered by this grievance procedure.
- J. Employer grievances, should they occur as a result of Official Union activities or actions, including the failure to act as required under this agreement, will be presented directly to the Union president or any officer of the Union within 14 calendar days of the occurrence prompting the grievance. The President, or designee, shall in each case provide a written answer within 14 calendar days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3 herein, provided that the employer shall bear the costs of the services of the arbitrator.

K. Municipal Court

It is understood concerning the administration of this grievance procedure in the Municipal Court, specifically Steps 2 and 3 that the designated "Department Head" is the Executive Court Administrator, and the "City Manager's Office" or "City Manager" shall mean the Presiding Judge, or his designee as provided in the procedure.

- L. The City will be responsible for notifying the Grievant of any grievance meeting by work and personal email (if available in eCHRIS), to include date, time, and place of any grievance committee hearing. A copy will be sent to the Union by email to [officestaff@afscme2960.org](mailto:officestaff@afscme2960.org). If a City representative or if the Grievant does not appear at the Grievance Committee hearing, the party not appearing shall lose the grievance.

M. Arbitration

1. Independent Arbitrator:

Any unit member who is a classified employee having completed the prescribed probationary period who has received a disciplinary demotion, suspension, or discharge, and has a right to appeal that disciplinary action pursuant to the Personnel Rules, may under the provisions of this article request the Civil Service Board appoint as a hearing officer an independent arbitrator selected pursuant to the procedures described in Section 3 below.

2. Appeal:

The Union, on behalf of the member, may request the selection of an independent arbitrator as the hearing officer for a Civil Service Board appeal of a disciplinary action. Such request must be made within 14 calendar days after the date of service of notice of the order of suspension, demotion, or dismissal on him personally, or 21

calendar days from the date of mailing by certified mail the notice of the order of suspension, demotion or dismissal. The request must be in writing and must state specific allegations in the discipline notice with which the employee disagrees. The request must be personally delivered to the Board or deposited in the United States mail, certified return receipt requested, postage prepaid, addressed to the office of the Civil Service Board, within the above-stated time.

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

### 3. Selection of Arbitrator:

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

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

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

### 4. Time for Hearing:

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

### 5. Hearing Procedures:

The hearing procedures will be the same as the procedures set forth in Rule 22d, Personnel Rules of the City of Phoenix. In the conduct of the hearing, the hearing officer will not be bound by the technical rules of evidence, nor will informality in any

of the proceedings or in the manner of taking testimony invalidate any order, decision, rule or regulation made or approved by the Civil Service Board.

6. Witnesses:

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

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

7. Proposed Findings: Objections to Report:

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

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

8. Requirements:

The independent arbitrator selected by the parties pursuant to this article will be bound by the following:

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

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

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

9. Report:

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

#### 10. Costs:

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

#### 11. Civil Service Board:

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

#### 12. Representation:

The parties agree that for the purpose of this article, the City will be represented by the Labor Relations Administrator for the City of Phoenix or his designee and the member will be represented by the President of AFSCME Local 2960 or his designee.

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

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

There shall be a Labor-Management Committee consisting of representatives of the Union and representatives of the City. The purpose of the Committee is to facilitate improved labor-management relationships by providing an informal forum for the free discussion of mutual concerns and to attempt to resolve problems brought to its attention. If requested by one of the parties FMCS will be invited to attend.

Topics for discussion may be established and agreed to in good faith by both parties at the beginning of each contract year and throughout the contract period.

Unit 3 will be involved in a RBO/Labor-Management Process in the Fire Department. The Committee shall meet monthly or at other mutually scheduled times. For Fire Department Sections in which Unit 3 members are the majority of employees (i.e., Dispatch & Deployment, Fire Prevention), those Sections shall establish a Fire Department Labor Management Committee consisting of the Section Head and Union Stewards within that Section. The purpose of this Fire Department Labor Management committee is to enhance service delivery models and address public safety employee-related issues. The Fire Department Labor Management process is done through the facilitation and open discussion of mutual concerns and problems which may include: implementation of major department programs and/or substantial modifications of existing major programs that have a significant impact on service delivery or work schedules. The Fire Department Labor

Management Committee shall meet at least annually at mutually scheduled times, and at other mutually agreed upon times as necessary. Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time.

The parties will have monthly discussions on new city and departmental policies, procedures, Personnel rules, etc.

The members shall, upon request for a meeting, provide the Chairman with proposed agenda items and the Chairman shall provide the members with the meeting agenda in advance of the meeting.

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

Any signed/dated written Labor/Management agreements with the signatures of the parties and the Chairman will be binding on the parties for the remaining term of the MOU.

Representatives of the Union on the Committee who are employees shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of 4 hours per employee per meeting.

Clarification on defining the hours for shift differential and how it is applied across departments with Unit 3 employees will be discussed in Labor Management committee meetings.

## **Section 2-3: Health and Safety Committee**

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

The City will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with the State's Occupational Safety and Health law. Supervisors and employees are committed to working together to ensure a healthy and safe work environment.

A Unit employee may file, without fear of discipline, retaliation or discrimination, a grievance when in his best judgment; the City has failed to comply with specific safety and health standards promulgated by local, state and federal regulations. The City will continue its practice of providing personal protective safety equipment to employees to protect them from recognized safety and health hazards.

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

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

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

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

The Union may review and suggest improvements to existing City building evacuation plans and the City Safety Program.

Employee members of the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of 4 hours per employee per meeting.

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

Various sections of this MOU contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit member have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, etc.

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

~~A. The economic value of ongoing total compensation increases will equal 4.5%. This will be paid as follows:~~

- ~~1. A 5.24% reasonable base wage increase, effective the first full pay period in July 2023 2024.~~
- ~~2. Additional uniform allowance (See Sec. 5-6). If the term of the MOU is longer than one year then a reasonable base wage increase effective in the first full pay period of July in subsequent years of the MOU.~~
- ~~3. A change to the Employee Development Fund benefits (See Sec. 5-7).~~

~~B. Additionally, Unit 3 employees will receive a non-continuous payment of \$2,776.00 for each full-time employee or \$1,111.00 for each part-time employee to be paid out on the first full pay period in August of 2023.~~

~~The City will evaluate the American Rescue Plan Act and will provide a (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council, balancing the needs of the community and employees in their development of a strategic plan for the ARPA funds. The strategic plan will follow guidelines provided by the Department of Treasury. This language will expire at the conclusion of the 2021-2023 MOU.~~

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

D. Notwithstanding the rates of pay set forth in any appendix or attachment to the agreement for reference, the term "pay schedule" shall mean the schedule computed and published by the Human Resources Department for payroll purposes pursuant to Council action in the pay and compensation ordinance.

#### E. Productivity Enhancement Pay

In recognition of dedicated service and overall performance, the City agrees to implement the following Productivity pay formula for unit members:

1. a) Pay Benefits for those unit employees receiving payments during the prior fiscal year:

On July 10, 2023 (paid July 28, 2023), and November 13, 2023 (paid December 1, 2023), unit employees who have completed at least six years (6) but no more than up to 19 years of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for \$100 for the completion of each year of continuous full-time service in excess of 5 years, up to an annual maximum of \$2,800 at the completion of 19 years of continuous full time service.

On July 10, 2023 (paid July 28, 2023), and November 13, 2023 (paid December 1, 2023), unit employees who have completed 20 years or more of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for \$125 for the completion of each year of continuous full time service in excess of five years, up to an annual maximum of \$6,000 at the completion of 29 years of continuous full time service.

- b) Pay Benefits for those unit employees receiving their first payment on or after July 1, 2014:

Effective the first paycheck in July (same qualifying date as semi-annual payments) and the first paycheck in January (same qualifying date as semi-annual) payments,

unit members who have completed at least six years (6) but no more than up to 19 years of continuous full time service and who meet the additional qualifications specified in this section shall qualify for \$100, prorated and included each pay period in the qualifying unit employee's regular paycheck, for the completion of each year of continuous full time service in excess of 5 years, up to an annual maximum of \$2,800 at the completion of 19 years of continuous full time service.

Effective the first paycheck in July (same qualifying date as semi-annual payments) and the first paycheck in January (same qualifying date as semi-annual payments), unit employees who have completed 20 years or more of continuous full-time service and who meet the additional qualifications specified in this section shall qualify for \$125, prorated and included each pay period in the qualifying unit employee's regular paycheck, for the completion of each year of continuous full time service in excess of five years, up to an annual maximum of \$6,000 at the completion of 29 years of continuous full time service.

## 2. Qualifications:

- a) An employee must have completed at least one year of continuous full-time service at the top step in his pay range. Qualifications for Productivity Enhancement pay are made in the base class and will not be affected by movement into or out of assignment positions. Productivity Enhancement pay will not be affected by movements to positions within the same pay range.

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

- b) An employee must have completed 6 years of continuous full-time service.
- c) An employee must have achieved the overall performance rating of "Met" on his latest performance evaluation on file at the time of the qualifying date.
- d) An employee must be on full time active status. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.
- e) For those employees who are otherwise eligible for Productivity Enhancement pay, an employee who receives a below "meets standards" evaluation shall receive another evaluation within 90 days to 120 days, and if that evaluation is

“meets standards” or better, he will be eligible to receive the next scheduled Productivity Enhancement payment.

3. Terms of Payment:

- a) Payments will be made within 30 days of the qualifying date.
- b) Employees receiving semi-annual payment, who separate from City employment after the qualifying date, but prior to the payment day, shall receive the payment in their termination check.

F. Linguistic Pay

This provision is written to provide guidelines for paying Unit 3 members who are authorized, certified, and required by management to utilize a language other than English to conduct official City business.

1. Pay Benefits:

A unit member who meets the linguistic skills qualification as determined by a management review panel and becomes certified shall be paid a premium of \$75 per month.

- G. Unit 3 employees who receive an overall “Met” on their performance evaluation and are eligible for merit shall receive it in accordance with the pay plan.
- H. The Union President may bring recommendations for Special Merit Increases to a Department Head for consideration on behalf of unit employees.
- I. During the term of this MOU the City will provide an annual budget presentation to the AFSCME Local 2960 Board. This presentation will be scheduled within 30 days of the final budget being presented to Council.

**Section 3-2: Overtime**

- A. Overtime is defined as time assigned and worked beyond the regularly scheduled work week or daily work shift; it being understood that overtime for all unit members who normally work a daily work shift of 8 consecutive hours, including a paid meal period on the job, is defined as time assigned and worked in excess of 40 hours in a 7 day work period or 8 hours per daily shift including paid meal breaks.

Overtime for unit members assigned to a 4/10 work week schedule is defined as time assigned and worked beyond the regularly scheduled 10 hours per shift or 40 hours per week.

There shall be a minimum of 12 hours off between shifts for unit members working a 4/10 and 5/8 schedules. If this is not possible, the employee shall receive overtime

compensation at their regular rate of pay for each full hour, or fraction of hour, worked within the described 12 hour period for a 4/10 or 5/8 schedule.

This language only applies to employees who work 2 full shifts. A shift holdover is considered a continuation of the regular shift. Employees cannot receive overtime compensation and 12-hour rule for the same hours worked (i.e., no pyramiding). If an employee works less than a full shift either before or after his/her regular shift, the 12 hour rule does not apply. See Appendix E for examples.

- B. Duly authorized paid leave time shall be considered as time worked for the purposes of calculating premium overtime pay during the regularly scheduled work week (but not daily workshift).
- C. Overtime work shall be compensated at 1 ½ times the regular rate, or compensatory time at 1 ½ times up to a maximum accumulation of 300 hours of compensatory time, exclusive of any premium or bonus pay. Authorized overtime hours worked in excess of 300 hours shall be paid in cash. There shall be no compounding or pyramiding of overtime pay with regular or premium pay.

Requests for use of compensatory time shall be subject to approval of supervision based upon operational and scheduling factors. Guidelines for administration of compensatory time or cash payment of overtime are contained in this Memorandum of Understanding in Attachment "D."

A unit member may convert accumulated compensatory time credits to cash, up to a maximum of 120 hours in no more than two, 60 hour increments, by notifying the Department payroll staff in writing of such intent no later than November 1 (payment will be made on or before December 15) and no later than July 31 (payment will be made on or before August 31).

#### D. Call-Out Pay

An employee shall have a minimum of 3 hours pay at overtime rates when called out for work after leaving City facilities at a time other than his regularly assigned shift, or when he is called out for overtime work while on stand-by pay.

Overtime for this call-out shall begin when employees report to the place where they are instructed to report and shall terminate 45 minutes after being relieved from duty. This 45 minutes travel time shall be included in the minimum guarantee and shall be paid only if the total work and allowed travel time exceed the minimum. Where employees are assigned take-home transportation, they will not be allowed the 45 minutes travel time. Travel time shall not apply when the employee is working on overtime which was planned in advance. An employee requested to report early, before the normal starting time of the shift, shall not be eligible for travel time, but would qualify for overtime for the extra hours.

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

At times when employees are required to work scheduled overtime, they will receive a minimum of three hours, at 1 1/2, providing said overtime is not immediately preceding or following his regular work hours.

#### Remote Access Support

Employees called to perform work by remote access, such as VPN, shall receive a

minimum of 30 minutes pay at the overtime rate or the actual amount of time expended, whichever is greater. The employee will be paid at the overtime rate in quarter hour increments for each remote access support response after the initial response. Calls placed closer than 30 minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

#### Telephone Support

Employees called to perform work by means of telephone support shall receive 30 minutes pay at the overtime rate or the actual amount of time expended whichever is greater. The employee will be paid at the overtime rate in quarter hour increments for each telephone support response after the initial response. Calls placed closer than 30 minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

- E. Cash compensation for all overtime will be at 1 1/2 times the regular rate after the first 7 minutes assigned and worked beyond the end of an employee's regularly scheduled shift, calculated to the nearest quarter hour. There shall be no compounding or pyramiding of overtime pay with other regular or premium pay except as required under Fair Labor Standards Act.

#### F. Off Duty Physician Appointments

When, at the direction of the immediate non-unit supervisor, unit members being treated by the authorized and designated City physician at times they are not scheduled to be on duty nor are on paid leave or disability benefit status, shall be entitled to overtime compensation in accordance with Article 3 hereof. This compensation shall be at a minimum of one hour or based on actual check-in and check-out time recorded by health center staff.

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

When a unit member is off duty or on leave and is contacted by telephone by his supervisor for purposes other than callout or a supervisor approves of the making or

receiving of the call, the unit member will be paid at time and one-half his regular rate of pay for each quarter hour calculated to the nearest quarter hour (over 7 minutes goes to the next quarter hour). There will be no compensation for calls under 7 minutes.

A unit member has the option of donating accrued vacation or compensatory time to another City employee in accordance with Administrative Regulation 2.144.

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

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

- A. To be eligible for the additional compensation, the unit member must first accumulate 10 regular working shifts of assignment in the higher class within any 24 month period; satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class assignment need not necessarily be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. The unit member must be specifically designated in writing to perform out-of-class duties.
- B. Temporary assignments out-of-class shall be recorded only in full shift units. A unit employee working out-of-class for 5 hours work for a 10 hour shift and 4 hours work for an 8 hour shift shall be credited with working out-of-class for the entire shift. No out-of-class credit shall be given for out-of-class work of less than 5 hours for a 10 hour shift and 4 hours work for an 8 hour shift.
- C. To qualify for out-of-class pay, a unit member must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-class pay is not authorized, for example, if the organization of a work unit is such that each unit member carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis.
- D.
  - 1. Time worked in a higher class shall not earn credits toward the completion of probationary requirements in the higher class.
  - 2. When authorized, time worked out-of-class may earn experience only credit toward completion of experience requirements in lieu of existing experience requirements for promotion to those classifications where such out-of-class work was performed in a certified position.
- 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 salary ranges, a one-step differential shall be paid for out-of-class assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-class work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.

- F. The City shall not make out-of-class assignments pursuant to this Article in an arbitrary and capricious manner.

### **Section 3-4: Sick Leave Cash Out Formula**

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

Additional language of this Section 3-4 is contained in Attachments B and C.

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

Unit members shall receive a reasonable increase to the \$.60 per hour in addition to their hourly rate of pay when working a night shift which ends at or after 10:00 p.m. (9:00 p.m. in the Library Division) and before midnight, and a reasonable increase to the \$.80 per hour in addition to their hourly rate of pay when working a night shift which includes work during the period after midnight to 3:00 a.m. Shift differential shall continue be paid at the rate of the regular shift for any additional hours worked following the regular shift.

Employees shall receive night shift pay differential only for hours scheduled and worked, and not while on paid leave time. If an employee works a 2nd or 3rd shift for 6 hours or more, they will receive a shift differential.

Employees participating in a 4/10 work schedule shall receive a reasonable increase to the \$.60 per hour in addition to their hourly rate of pay when working a night shift which ends between 10:00 p.m. and 3:00 a.m., inclusive; and a reasonable increase to the \$.80 per hour in addition to their hourly rate of pay when working a regular night shift which ends after 3:00 a.m.

A Unit member shall receive a reasonable increase to the 10 cents per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2 PM on Friday and continuing through any shift that starts on or before, but not after 11:59 PM on Sunday.

A Unit member who is called out and works between 2:00 PM on Friday and 11:59 PM on Sunday will be paid weekend shift differential for all hours worked at the rate specified in this article.

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

When a unit member is required to be available for immediate emergency call-back at times when the member is not otherwise on duty, the member shall be compensated for such stand-by hours at \$3.00 per hour. Members serving in stand-by assignments shall be subject to contact requirements as provided for by the Department Head.

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

Except in emergencies, an employee who is scheduled to report for work, has not been notified to the contrary, and presents himself for work as scheduled, shall be paid for at least 4 hours at the hourly or applicable rate of pay. If work on the employee's regular job is not available for reasons beyond his control, the City may, at the City's discretion, assign the employee substitute work.

Employees who start work and are later compelled to stop because of inclement weather or other conditions beyond their control shall be paid for the hours they work, but they shall be paid for not less than 4 hours at the straight time rate.

Employees released hereunder prior to the end of their regular shift may be required to stand-by and keep themselves available for immediate call-back during the balance of their regular shift (for which time they shall be entitled to stand-by pay under Article 3, section 3-6, "STAND-BY PAY" hereof). An employee may request the use of any accrued leave time, exclusive of sick leave, to cover the balance of his regular scheduled work shift. Employees called back to work shall be entitled to their hourly rate of pay for the balance of their regularly scheduled shift.

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

Pursuant to A.R. 2.24, as amended, a unit member called for jury duty or subpoenaed by a court as a witness shall be granted a leave of absence from municipal duties without loss of pay for the time actually required for such service and may retain jury or witness pay, except where such testimony or witness duty is the result of a unit member's official duties as a City employee.

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

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

Subject to operational and scheduling needs, unit members whose regular work shift is worked after 5 p.m. and prior to 8 a.m. may be allowed by management to be assigned to the day shift during the period of jury duty service. The member will be responsible to notify their supervisor as soon as they are notified for jury duty by a court.

Call Out Pay for Court Time:

When, as a result of his official duties, a Unit member is required to appear as a witness at a time that the employee is not otherwise on duty, the employee will receive a minimum of 3 hours pay at 1 ½ his regular rate of pay, except that an employee shall not be eligible for additional compensation during that 3 hour period.

### Court Time Stand-By:

When a Police Department Assistant, Crime Scene Specialist, or Commercial Vehicle Inspector receives a subpoena or other notice requiring him to stand-by to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled shift, he shall be compensated the greater of either \$100 per day for each day the subject court proceeding is in session and the Unit member is subject to call, or in accordance with the current provisions of the Fair Labor Standards Act for the term of this agreement or for so long as the Act is applicable.

Subject to operational and scheduling needs, full-time Unit 3 employees whose non-traditional work schedules include N-days may be allowed by management to be provided an alternate N-day during the pay week for hourly employees (when the date of jury service falls on the employee's regularly scheduled N-day).

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

The City shall contribute an additional reasonable increase ~~0-75%~~ of each Unit employee's monthly base wages for a total of ~~2-36%~~ TBD to the City Deferred Compensation Plan.

## **Section 3-10: Compensation for Approved Training**

Any Communication Dispatcher assigned to the Aviation or Fire Departments and Police Communications Operator who is selected by their Department to conduct department approved field training will be paid a one-step differential or a minimum of 3%, whichever is higher, for those hours actually spent training other staff members.

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

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

- A. This Article is intended to define the normal hours of work and to provide the basis for calculation and payment of overtime pursuant to Article 3, section 3-2. Unit members may sign individual statements waiving the provisions of this section concerning consecutive days. Signed waivers shall continue in effect per M.O.U. year, unless there is an emergency of long-term duration affecting the employee. In which case, the employee will give the City at least ten calendar days notice in order to revoke the waiver.

Flexitime- The City, in collaboration with the Union, may experiment with flexitime schedules when all the following conditions are met:

- a. Approval of Department Head

- b. Approval of Union President
- c. Mutually agreed schedule between Unit Member and Supervisor
- d. Signed waiver

The regular work day and regular work week shall consist of 5 consecutive days of 8 hours or 4 consecutive days of 10 hours of work excluding unpaid meal periods in a 7 calendar day pre-established work period, except in those departments performing normal services regularly on Saturday and/or Sunday, with the following exceptions:

1. To the extent that Library schedules do not conform to the above provision, it is not intended nor shall this section change such scheduling practices in the Library Division.
  2. The shift schedule for unit members in the Fire Dispatch Operation shall be subject to change during the term of this Memorandum, when such is conducive to efficient operations in the judgment of department management. The Union shall be advised of such changes in advance in the Labor-Management Committee (Article 2, section 2-2).
  3. Exceptions to this Section may be made for Detention Officers in the Police Department.
  4. The City and Union will discuss aligning the definition of the start date of the shift in Labor-Management meetings.
- B. Regular work schedules showing the employees' shifts, work days, and hours shall be posted where accessible to employees.
- C. Except for emergency situations, permanent regular work schedules shall not be changed without notice of at least 14 calendar days to the affected employee(s). Full-time unit members shall be given notice of at least 14 calendar days when there is a change in their permanent work location. Excluding employees of Parks or City Clerk, part-time employees who have one permanent work location shall be given notice of at least 14 calendar days when there is a change in their permanent work location. "Emergency" hereunder shall mean unforeseen operational circumstances.

When used in the context of this article, operational circumstances will be defined as service demands or other required actions performed to accomplish the mission of the department. These actions may be routine (anticipated) or emergency (unanticipated). For routine operational actions, 14 calendar days notice will be given to change permanent regular work schedules. For emergency operational actions, unit members will be provided as much advance notice and information as the situation will allow.

When changes are to be made by the City on a permanent basis for other than emergency reasons, or where new permanent schedules are to be adopted, the City will notify the Union of such changes or new schedules within 7 calendar days notice.

Employees may request to be changed to another work schedule, and when a position on such schedule becomes vacant and available, shall be so reassigned on a seniority preferred basis when qualifications and experience are deemed to be equal by the City. (See Article 4, section 4-4 Seniority)

- D. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for 24 hours a day, 7 days a week.

The work week for employees engaged in continuous operations shall consist of 5 consecutive days of 8 hours of work or 4 consecutive days of 10 hours of work, excluding unpaid meal periods. This provision shall not apply to relief positions.

- E. Unit 3 employees' regularly scheduled workday will be determined by the actual calendar date that they start their shift.

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

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

### 5 DAY WORK WEEK

8 hours

8-1/2 hours

9 hours

### MEAL PERIOD

30 minutes on the job, paid at straight time

30 minutes, unpaid

60 minutes, unpaid

### 4 DAY WORK WEEK

10 hours

10-1/2 hours

11 hours

### MEAL PERIOD

30 minutes on the job, paid at straight time

30 minutes, unpaid

60 minutes, unpaid

Schedules for Police Assistants and Police Aides, in the Police Department shall include a paid straight-time meal period of 1/2 hour on the job.

Two (2) paid non-work periods of 15 minutes during the above scheduled work shifts shall be permitted to promote the health, safety and efficiency of employees on the job.

A unit member may request a flextime schedule. If work demands preclude a unit member from taking an unpaid lunch period, they will receive compensatory time at 1 ½ x for the missed meal period, provided they have received prior authorization from their supervisor for working through the lunch period and they have worked more than 40 hours that week. When a Unit member does not receive a paid meal period, the meal period shall be uninterrupted and duty-free. For paid straight-time meal periods of 1/2 hour, the intent is for the employee to have a break from their work station during this period, but the employee must be available for immediate call-back to work when necessary. When work demands permit, with a supervisor's approval, a Unit employee may combine their 30 minute meal period with one of their 15 minute rest periods to achieve a 45 minute meal period. This paid leave time counts as hours worked.

- B. Activities of employees during above non-work periods shall not be subject to any unreasonable restrictions.
- C. When a Unit member works overtime of 2 hours or more in addition to their daily work shift, they shall be entitled to an additional 15 minute break. Every additional 2 hours of overtime will entitle an employee to an additional 15 minute break.

After 4 consecutive hours of overtime in addition to their daily work shift, a unit member shall be entitled to a paid meal break of 30 minutes but in no event shall a unit member be entitled to more than one such break for every 8 consecutive hours of overtime.

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

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

All departments shall provide field employees with the appropriate clean up kits/ materials, upon request.

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

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

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

- A. 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.
- B. Seniority shall be used as a factor consistent with established Civil Service procedures and Personnel Rule 14 in choice of work assignments, vacation schedules, and in the determination of lay-offs.

## **ARTICLE 5: Benefits**

### **Section 5-1: Health Insurance**

- A. The City and Union agree to maintain the current 80/20 split for health insurance for both single and family coverage. If there is a rate increase or decrease, the City shall pay 80% of the new monthly contribution and the employee will pay 20%.
- B. The City agrees to the continuation of a Healthcare Taskforce for the purpose of studying existing plans and to explore alternative plans. The Taskforce shall include representatives from the City and a Local 2960 representative.
- C. It is understood between the City and the Union that the City's monthly contributions will not, under any circumstances, exceed the actual premium cost.
- D. The City will maintain an Employee Assistance Program which will provide confidential individual and family counseling to all unit members and their eligible dependents. These services will be furnished by an independent contract agency to be chosen by the City.
- E. Employees in positions in classifications 320 and below will receive a health insurance supplement allowance of \$66.50 two (2) times a year to be paid in August and February. Regular bargaining unit employees must be enrolled in current City Health Insurance Program to receive this benefit.
- F. All Unit 3 Police employees will be included in coverage of the Police Officers Assistance Program.
- G. The following chart reflects the MERP benefits for unit employees eligible to receive MERP as determined on August 1, 2007. It is understood the MERP amounts listed are not subject to modification through contract negotiations but may be increased by the City.

Retiree with less than 5 years of active City credited service.	\$117 per month
Retiree with at least 5 years but less than 15 years of active City credited service.	\$135 per month
Retiree with at least 15 years but less than 25 years of active City credited service.	\$168 per month
Retiree with 25 or more years of active City credited service.	\$202 per month

- H. An additional Medical Expense Reimbursement Plan (MERP) supplement of \$100 will be paid to unit employees who retire on or after July 1, 2007 and are within 15 years of becoming retirement eligible as of August 1, 2007 and who choose the City's family coverage. This additional MERP amount will be paid until retirees reach age 65. Any unit employee who retires after July 1, 2009, and is eligible to receive MERP, as determined on August 1, 2007, will receive this additional MERP amount for either family or single coverage until age 65. This credit is applied directly to the retiree's premium deduction.

The \$150 monthly allowance for Post Employment Health Plan accounts (PEHP) continues for all qualifying employees eligible to retire after August 1, 2022. (The date of an individual's retirement eligibility was determined on August 1, 2007).The City of Phoenix expanded the Post Employment Health Plan (PEHP) program in 2023 to

include City employees who are enrolled as a spouse/qualified domestic partner (QDP) on another employee's City medical plan, and who are otherwise eligible for PEHP.

- I. In the event of the death of a unit member while on duty or while performing a job function as determined by the City, the City will continue to pay the full monthly health insurance premium for the spouse or domestic partner and all eligible dependents. Should the surviving spouse or domestic partner remarry, the benefits of this provision may continue through COBRA. The policy is retroactive to any reported and known In-Line-of-Duty death of a Unit member from July 1, 2010 to June 30, 2019.
- J. The City provide health insurance to part-time employees who work an agreed upon number of hours throughout the year. (similar to what other units offer).

## **Section 5-2: Dental Insurance**

The City shall pay the full premium costs for single coverage for employees enrolled in the base dental HMO or PPO plan and 75% of the premium costs for family coverage for a City dental plan. If an employee selects a dental plan other than the base HMO or PPO, the employee will pay the difference between the PPO plan and the selected plan.

The plan shall consist of 80% payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of \$2,500 per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix.

Effective August 1, 2003 the orthodontia benefit shall be \$4000 dollars.

## **Section 5-3: Life Insurance**

The City will provide at no cost to unit employees off-the-job and on-the-job life and dismemberment insurance with a face value equivalent to the employee's gross annual salary rounded up to the next \$1,000 or \$25,000, whichever is greater; in addition, the City will also provide death-in-the-line-of-duty insurance with a face value of \$75,000.

It is understood between the City and the Union that any negotiated changes in life insurance benefits shall be effective on or about January 1. The designated beneficiary of a unit member will be paid for all accumulated sick leave hours that remain on the City's official file at the time of a line-of-duty death of the unit member and payment will be based upon the unit member's base hourly rate of pay at the time of death. The beneficiary shall be that person designated in the eCHRIS Benefits portal for the City of Phoenix Group Life Insurance Program on file in the City Human Resources Department.

Additionally, the City will provide to each unit employee a \$200,000 death benefit covering the unit employees commutation to and from his City work location. This policy will be

consistent with the current City Life Insurance carrier, and will cover the unit employee's commute for up to two hours before his shift begins, and two hours after his shift concludes.

In the event of the death of a unit employee while commuting to or from his work location, for a period of two hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the terms of the current City Life Insurance carrier, for the payment of a supplementary commutation life insurance policy for each unit employee.

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

Upon receipt of invoice, the City will reimburse the Union up to \$6.00 per month per full-time unit employee for premiums and reasonable administrative costs incurred by the Union sponsored life/long term care insurance benefit. Labor Relations must approve all associated administrative costs prior to reimbursement; however, approval will not be arbitrarily withheld.

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

The City will offer a long term disability benefit for all full time, regular unit employees pursuant to A.R. 2.323 as may be amended (providing that such amendments shall not be in conflict with the MOU). Employees who have been continuously employed and working on a full-time basis for 12 consecutive months are eligible to apply for long term disability coverage. After an established 90 calendar day qualifying period, the plan will provide up to 66 2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age 75 for employees who have been employed full-time for 36 months and one day. This benefit will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits and disability provisions of the retirement plan.

Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long term disability benefit for no more than 30 months.

Employees participating in the long term disability benefit as of June 30, 2012 will continue under the previous benefit rules until they return to work or achieve the maximum age of 80 for benefits.

## **Section 5-5: Holidays and Vacations**

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

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

New Year's Day	- January 1
Martin Luther King's Birthday	- Third Monday in January
President's Day	- Third Monday in February
Cesar Chavez's Birthday	- March 31
Memorial Day	- Last Monday in May
Juneteenth Day	- June 19
Independence Day	- July 4
Labor Day	- First Monday in September
Indigenous Peoples' Day	- Second Monday in October
Veteran's Day	- November 11
Thanksgiving Day	- Fourth Thursday in November
Friday after Thanksgiving Day	
Eve of the Christmas holiday	- 4 hours
Christmas Day	- December 25
Three vacation days- After completion of six months of full-time employment added to vacation bank of hours	

When a holiday named herein falls on Sunday, it shall be observed on the following Monday, and when a holiday herein falls on a Saturday, it shall be observed on the preceding Friday, except that in the case of 6 day operations and in the Library Department such holidays may be observed on Saturday, and in the case of continuous operations and seven day operations, holidays shall be observed only on the calendar days on which they actually fall. This paragraph shall not apply to the Eve of Christmas holiday, which shall only be granted when it falls on the employees' regular scheduled work day.

A unit member working in a continuous operation, whose regularly scheduled day off falls on a holiday specified above, and who is scheduled or called in by management to work a regular shift on such holiday and scheduled day off, shall be compensated as follows: 8 hours pay for the holiday plus pay at 1 1/2 the regular rate for each hour assigned and worked, plus compensatory time credit for each hour assigned and worked to a maximum of 8 hours.

- B. Vacation accrual, carryover, and separation payout shall be governed by the following table:

SERVICE YEARS	MONTHLY ACCRUAL	MAXIMUM CARRYOVER	PAYOUT
0-5	8 hours	232 hours	280 hours
6-10	10 hours	280 hours	340 hours
11-15	11 hours	304 hours	370 hours
16-20	13 hours**	352 hours	430 hours
21 +	15 hours**	400 hours	490 hours

\*\*In the last three years of service an additional 80 hours may be carried over into a new calendar year.

Unit members shall be allowed vacation buy out twice per calendar year, on the last paycheck of November and/or May. The total annual buy out is up to a maximum of 80 hours taken in no more than 40 hour increments, after the employee has accumulated a minimum of 120 hours and has used or scheduled to use 40 hours of vacation/comp-time during the calendar year ending December 31st.

Unit members may contribute accrued vacation or compensatory time to other employees in accordance with City policy governing contribution of leave for serious illness of an employee or their immediate family member.

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

C. Through Labor-Management Unit 3 established a pilot program for unused vacation time that unit members would lose since it could not be carried over into the next calendar year. A bank was established and the time was donated to Unit 3 employees with a petition on file per A.R. 2.144. The City agrees to continue the pilot program during the 2023-2024 MOU.

D. The City will offer a leave bank for Mental Health Leave for Unit 3 employees who experience trauma on the job. The leave bank has been discussed in Labor-Management meetings.

## Section 5-6: Uniforms

### A. Uniform Allowance

Unit members employed by the Police Department or Fire Department who are required to purchase, wear and maintain uniforms pursuant to Police or Fire Department rules and regulations shall be entitled to an annual uniform allowance in the below listed amounts for the appropriate listed classifications:

<u>Job Classification</u>	<u>Allowance</u>
Police Assistant/Special Detail (Assigned to Patrol or Transit functions)	\$1150 per annum
Police Assistant	\$725 per annum
Detention Officer	\$1150 per annum
Police Aide	\$725 per annum
Police Communications Operator	\$725 per annum
Fire Prevention Specialist Trainee	\$725 per annum
Fire Prevention Specialist assigned to Fire Dept.	\$1150 per annum
Fire Prevention Specialist assigned to other depts	\$725 per annum
Court Security Officer	\$725 per annum
Fire Emergency Dispatcher/Lead	\$725 per annum
Municipal Security Guard	\$725 per annum
	(Part-time employees receive 80% of full-time

Municipal Security Guard in Police (Required to wear Class B or C uniform)	allowance (\$580) in Library Dept only) \$1150 per annum
Crime Scene Specialist	\$725 per annum

The City will issue a one-time \$200 winter uniform jacket allowance to for outdoor work to the following classifications and assignments:

Police Assistants assigned to Parking Enforcement Detail  
Police Assistants assigned to Patrol or Police Transit  
Detention Officers  
Crime Scene Specialists  
Municipal Security Guards in Police, Water and Public Transit

Police Assistants, Detention Officers, Municipal Security Guards in all departments, Police Assistant-Transit and Police Assistants and Crime Scene Specialists in public facing positions, as well as Operations Assistants in Aviation working non-secured side of airport who purchase a new ballistic vest, upon showing proof of purchase, shall be reimbursed an amount up to, but not exceeding \$1,000. Upon replacement, a qualified employee as listed in this section shall be entitled to the \$1,000 reimbursement every 5 years after initial purchase.

In lieu of the \$100 employees in the job classifications of Fire Emergency Dispatcher/Lead previously received from the City/Fire Department for additional uniform items, employees in these job classifications will now receive an equivalent uniform allowance of \$100. Payment to be made on or about August 1 of each MOU year.

1. Payment of the annual allowance will be made on or about August 1 of the fiscal year and shall be for the period of July through June, and is intended to cover the cost of uniforms, maintenance, and cleaning of such uniforms.
2. New employees will receive the entire annual uniform allowance within 30 days of the time they are directed to wear and maintain a uniform.

The second uniform allowance, received at the start of the next fiscal year, will be equal to 1/12 of the annual uniform allowance for each month of the preceding fiscal period, starting with the first month the employee was directed to wear and maintain a uniform, to the start of the new fiscal year.

3. Unit members who leave City employment shall repay to the City the uniform allowance equal to 1/12 for each month remaining in the fiscal year after the last day of the month in which the separation occurs. Provided, however, that unit members who retire will not be required to repay any uniform allowance.

The family or beneficiary of a unit member who dies while in the employment of the City shall not have to pay back any uniform allowance.

4. A unit member who has been on extended leave (paid or unpaid) of 2 months or longer shall have the next annual uniform allowance reduced by 1/12 of the annual amount for each month of extended leave.
5. An employee who has received an allowance under this agreement and is subsequently promoted or transferred into a Public Safety Retirement System position shall have his allowance adjusted to accommodate the difference but shall not be entitled to both allowances.
6. Reimbursement Schedule

The City agrees to reimburse all unit members for the repair or replacement of uniform items and for other personal property damaged in the course of employment and performance of their assigned duties without fault or negligence on the part of employees, other than normal wear and tear in accordance with the schedule of items and maximum amounts authorized for reimbursement outlined below:

Uniform Boots/Shoes - Full Cost  
Uniform Trousers - Full Cost  
Uniform Shirt - Full Cost  
Uniform Jacket - Full Cost  
Glasses - Prescription \$130.00  
Watches - \$52.00  
Jewelry - \$44.00  
Flashlight - \$21.00  
Sun Glasses - \$17.00 Non-Prescription  
Safety Vest - Full Cost

Reimbursement for full, 3/4, 1/2, 1/4, value are based on the supervisor's evaluation and recommendations of the article's condition and age. Items not listed above are not covered by the policy.

The option to repair or replace damaged items, and to determine whether replaced property will be returned to the employee, rests with the City.

The provisions of this policy shall not apply if the employee has concealed or misrepresented any material fact or circumstances concerning the subject of the loss, his interests therein, or in the case of any fraud or false statements by the employee relating thereto.

Any item not specifically mentioned may be discussed in a meeting of the Labor-Management Committee.

7. Prior to changing or modifying current uniforms, the City will notify the Union, in writing, with a minimum of 30 calendar days notice of its intent. The Union may at any time request the Labor-Management Committee meet to discuss changes and modifications to the current uniforms.

HONOR Guard – Prior to any formal recognition of the Unit 3 Honor Guard, the City and Union will determine the Honor Guard fund management, uniforms, policies, and procedures in Labor-Management meetings. A good-faith effort will be made to schedule these Labor-Management meetings within 8 weeks of the contract start date.

The AFSCME Local 2960 Honor Guard is a professional organization that represents the City of Phoenix at official events, memorial services and employee funerals. The AFSCME Local 2960 Honor Guard was established in January 2015 after the LODD loss of Unit 3 employee Megan V. Lange. The 501c3 was formalized during the 2016-2019 contract MOU at the request of the City during negotiations to help institute formal recognition of the Honor Guard. Through the work of AFSCME Local 2960, a registered 501c3 non-profit association (ID #82-08366266), the Honor Guard provides public education and community service. Each year of this agreement, the City will direct \$25,000 to a fund maintained by the City, which has been charged to the total compensation of the Unit 3 economic package, to support the work and related expenses of maintaining the Honor Guard. The Union will submit receipts to the City for reimbursement. If the entire \$25,000 is not used in the first year of the MOU the balance will carry over into the following year not to exceed \$50,000 during the term of this MOU. Funds not used by the end of the MOU will be credited to the Unit 3 package for the following contract.

Honor Guard funds which have been paid for out of the wage package may be used to establish a leave bank for Honor Guard members to attend official events, memorial services, employee funerals and other functions related to the Honor Guard.

## **Section 5-7: Tuition Reimbursement**

- A. Unit members who participate in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:
  - 1. For the 2023-2024 fiscal years, an employee may submit tuition expenses incurred in the prior fiscal year such that the maximum total reimbursed does not exceed \$13,000 across any two-year period.
  - 2. To be eligible for any reimbursement, unit members must have successfully completed academic or training courses approved by the department head and the Human Resources Director as provided in existing regulations.
- B. Tuition reimbursement in accordance with this Article will be made in the event an employee's approved course of instruction is terminated solely and directly as a result reimbursement shall not occur in the event of any other voluntary or involuntary change in job assignment or employment status.
- C. The City will reimburse unit members for expenses incurred as a result of requiring and maintaining certification required by the City for Building Inspectors, Construction Permit Specialists, and Operation Assistants Air side, and Fire Prevention Specialist once they pass the test, on a one time basis only. The City will not reimburse unit members for

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

- D. Unit classifications at pay range 324 and above shall be allowed to utilize up to **\$225** to attend one-day, in-state, city-related seminars/training and city-related memberships.

## **Section 5-8: Car Insurance, Mileage Allowance, Bus Pass and Parking**

- A. Where, with respect to the below listed classifications, the City expressly requires as a condition of employment that the employee own and utilize his personal automobile in performing assigned duties, such employees shall be compensated \$12.00 per month toward automobile insurance expenses upon submission and resubmission as may be required by the City of such insurance expenses being incurred by the employee:

Community Worker II  
Caseworker I  
Caseworker Aide  
Senior Center Assistant

Employees required and authorized to use their private vehicle on City business and who have provided proof of appropriate insurance as required by City regulations shall be compensated at the IRS regulated rate per mile.\*

\*Refer to A.R. 6.21

- B. Employees regularly assigned to the airport terminal buildings shall be provided parking facilities without charge at a location at the airport to be specified by the Director of Aviation.
- C. All regular full-time and part time bargaining unit employees will receive, upon request, a City issued bus/transit pass at no cost to be used only by the employee.
- D. If parking rates are increased, the City will notify the union prior to the increase taking place.
- E. Parking rates for employees who drive motorcycles to work shall be reduced by 50% when they park at the 305 garage or Adams Street Garage.
- F. The City will provide 4 parking cards to the Union.

## **Section 5-9: Unpaid Parental Leave / Family Leave**

- A. The City will, as a matter of general policy, authorize up to 3 months of unpaid leave for any unit member who is the parent of newly born, legally adopted child, or any unit member who needs to care for an ill family member. Family members include spouse, qualified domestic partner, children (natural, adopted, foster or stepchildren) brother, sister, parents, and grandparents. Approval and use of this leave shall be subject to

existing Personnel Rules. The employees' immediate family member does not have to live in the employees' household to be covered by this section.

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

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

For all of the above mentioned leaves, (sick leave, vacation, and compensatory leave) the employee will not have these leaves be considered a negative factor under A.R. 2.30, when evaluating the job performance of an employee involved in a leave-management program, up to a maximum total of 7 incidents per calendar year. An incident is defined as an absence from work regardless of the length of time.

Immediate family is defined as the following persons: spouse, qualified domestic partner, child, step-child, brother or sister of the employee or the parent of the employee or spouse, a relative who, because of family circumstances, has been a parent substitute to the employee may be considered as a substitute for mother or father in this definition.

## **Section 5-10: Retirement Program and Benefits**

The retirement program and benefits for Unit 3 employees are listed in the Phoenix City Charter.

# **ARTICLE 6: Miscellaneous**

## **Section 6-1: Saving Clause**

- A. If any Article or Section of this Memorandum should be held invalid by operation of law or by final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them, shall meet and confer and endeavor to agree on a substitution provision or that such a substitute provision is not indicated.

- B. It is recognized by the parties that this MOU shall be administered in compliance with appropriate provisions of the Fair Labor Standards Act as may be amended.

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

- A. Within 60 days of the date that this Memorandum is adopted by the City Council, the City will arrange for printing of 100 jointly approved copies of it for furnishing one to every unit employee, unit supervisor and to management personnel.
- B. Printing vendors secured by the Union shall comply with Ordinance G-1372 (Affirmative Action Supplier's Ordinance), as may be amended, and Ordinance G-1901 (Affirmative Action Employment by Contractors, Subcontractors, and Suppliers), as may be amended.

## **Section 6-3: Term and Effect of Memorandum**

- A. This Memorandum shall remain in full force and effect July 1, 2023 2024 through June 30, 2024 2025 unless subsequent years are agreed to during negotiations and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than December 1st, of the final year of the contract, of its request(s) to modify or terminate it.
- B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.
- C. If any section or provision of this Memorandum violates existing Federal, State or City law, then such law shall supersede such provisions or section.
- D. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.
- E. The City may change the terms and conditions of Administrative Regulations during the term of this Memorandum. The City will notify the Union of any changes in Personnel Rules and/or new or revised Chapter 2 Administrative Regulations (ARs) affecting unit employees.

The City will consult the Union concerning changes affecting existing compensation provided for under the following Administrative Regulations:

- 2.16 Political Activity Time Off to Vote
- 2.241 Compensation for Interpreting and Translation by Personnel in City Courts
- 2.27 Employee Suggestion Program

2.34 Transitional Work Policy

3.41 Travel Authorization and Travel Expense Allowances

- F. The provisions of this Memorandum apply to all unit members, except that entitlement to health, life and long-term disability insurance, holiday, overtime and show-up benefits for regular hourly employees shall continue in accordance with present practice and policy. The City shall not lay off from City employment full-time employees for the sole purpose of replacing them with hourly employees, and will not alter the status of incumbent full-time employees to hourly employees.
- G. This Memorandum constitutes the total and entire agreements between the parties and no past written or verbal statement/agreements shall supersede any of its provisions.

**Section 6-4:**

The City shall create an Employee Memorial for those employees lost to COVID-19 to thank them for their service to the City of Phoenix

IN WITNESS WHEREOF, the parties have set their hands this  
\_\_\_\_\_ day of ~~May 2023~~, TBD

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Frank Piccioli, President, AFSCME Local 2960

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Jason Perkiser, Assistant Human Resources Director, Labor Relations, City of Phoenix

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Jeff Barton, City Manager, City of Phoenix

ATTEST:

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Denise Archibald, City Clerk, City of Phoenix

APPROVED TO FORM:

---

City Attorney, City of Phoenix

AFSCME 2960 Team:

Frank Piccioli, President  
Debra Novak-Scott  
Angie Hernandez  
Kanika Jones  
Michelle Newcomb  
Jose Vejar  
~~Kenneth Franklin~~  
Karen Roberts  
Sonya Valenzuela  
Lena Bernal  
~~Sheila Yellowhair~~  
Lisa Lerma

City of Phoenix Team:

Jason Perkiser, Assistant Human Resources Director  
Martin Whitfield, Parks and Recreation Department  
Jesse Cooper, Police Department  
Patricia Kirkland, Human Services Department  
Michael O'Shaughnessy, Aviation Department  
Brandie Barrett, Public Works Department  
Rayne Gray, Fire Department  
Sheree Rucker, Human Resources (Coordinator)  
Brianna Soto, Human Resources (Scribe)

# ATTACHMENT A

## **DEPARTMENTS REPRESENTED BY AFSCME LOCAL 2960**

Aviation

City Clerk

Community & Economic Development

Phoenix Convention Center

Finance

Fire

Housing

Human Services

Information Technology

Law

Library

Municipal Court

Neighborhood Services

Parks & Recreation

Planning & Development Services

Police

Public Transit

Public Works

Street Transportation

Water

*Stewards are listed on our website - [afscme2960.org](http://afscme2960.org)*

## **ATTACHMENT B (Relating to Vacation Leave)**

All of the following, including the agreed-upon Intent, are material terms of this Attachment B and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment B becomes null and void:

### **Section 3-4 (Continued)**

#### **A. Final Average Compensation and Vacation Leave**

1. The number of vacation leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of vacation leave hours in the employee's leave bank on June 30, 2014, not to exceed 450 hours.
2. The City recognizes that the Union may bring a lawsuit regarding the City's proposed implementation of the practice set forth in this Attachment B by submitting the dispute concerning the City's proposal and planned implementation of the practice in Paragraph B.1 of this Attachment B to a court of competent jurisdiction.
3. The Parties expressly agree that nothing contained in Section 3-4 or this Attachment B shall be construed to constitute an agreement by the Union to the lawfulness of the practice set forth in Attachment B or the lawfulness of implementation of the changes set forth in Paragraph B.1 of this Attachment B. Nor shall anything contained in this Attachment B constitute a waiver of the Union's, employees' or the City's claims or defenses in connection with a lawsuit as set forth in Paragraph B.2. hereof regarding the lawfulness of the City's proposed implementation of the changes set forth in Paragraph B.1. The City agrees not to make any argument based on this Attachment B regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment B. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment B, in any lawsuit as set forth in Paragraph B.2 regarding the lawfulness of City's proposed implementation of the changes in Paragraph B.1, that the Union or Unit 3 employees agreed to the lawfulness of such changes including, without limitation, by asserting that the Union or employees agreed to the lawfulness of such change based on this Attachment B, the negotiations leading up to this Attachment B, the ratification of the MOU by the Unit 3 employees or based on any action or statements of the Union in relation to this Attachment B.
4. The Parties further agree that until there is a final judgment and declaration with respect to the rights of the parties regarding the lawfulness of and the proposed implementation of the practice in Paragraph B.1, if the City calculates retirement benefits based on such practice, the Union will not seek a temporary restraining

order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1. The City expressly agrees that it waives any rights to argue and will not and may not argue that failure to seek a temporary restraining order, preliminary injunction or other interim relief to cease the practice set forth in paragraph B.1 constitutes estoppel, an agreement to such practice or waives any rights to challenge such practice nor will the City argue that either the Union or Unit 3 employees agreed to the lawfulness of the practice set forth in Paragraph B.1 or such practices based on the failure to seek a temporary restraining order, preliminary injunction or other interim relief.

5. The City and the Union further agree that in the event a court determines in a lawsuit as described in Paragraph B.2., after final judgment and all appeals are exhausted, that: (a) the vacation payments at issue in Paragraph A are compensation within the meaning of the Charter; or (b) determines that the practice set forth violates the contractually vested rights of employees; or (c) determines that the practice violates either the Arizona or United States Constitutions, the City shall, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, sever Paragraph B.1 of this Attachment B and its terms from this MOU and will take whatever administrative action is reasonably necessary to undo the practice described in this Attachment B as required to implement such court's judgment and make any affected employees whole. The City shall meet and discuss with the Union about such administrative action before such action is taken and shall advise the Union first before advising affected Unit 3 employees about any such administrative action that directly affects Unit 3 employees
6. The City and the Union further agree that, in the event of a final judgment in the Union's favor such as described in Paragraph B.5. of this Attachment, and after all appeals are exhausted, the City will apply such judgment retroactively to undo the effect of the practices described in this Attachment B.1 on any employees affected or bound by this Attachment B and make such employees whole, including without limitation those Unit 3 employees who retire after June 30, 2014 but before such final judgment and appeals are concluded. The City shall meet and discuss with the Union about what actions are taken to undo the effect of the practices and shall provide the Union with information concerning what Unit 3 employees retired after June 30, 2014 who were affected by Paragraph B.1 of this Attachment B as reasonably requested by the Union. The City agrees that it will not argue or claim that such judgment should be applied prospectively only.

## ATTACHMENT C (Relating to Sick Leave)

All of the following are material terms of this Attachment C and if any provision contained herein is not accepted by the City, the City Council or the employee group, this entire Attachment C becomes null and void:

### Section 3-4 (Continued)

#### C. Sick Leave Cash Out Formula (Continued)

1. Final Average Compensation and Sick Leave.
  - a. The number of sick leave hours eligible to be cashed out and included in an employee's Final Average Compensation upon retirement will be limited to the number of sick leave hours in the employee's leave bank on July 1, 2012, provided all criteria are met as described in Subsection A of Section 3-4 of this MOU.
  - b. Employees with less than 250 hours of accrued and unused sick leave on July 1, 2012, will not meet the minimum balance requirements for a sick leave cash out that can be included in their Final Average Compensation.
  - c. The portion of accrued and unused sick leave that is not included in the Final Average Compensation upon retirement can be cashed out as a lump sum upon retirement, provided all criteria are met as described in Subsection A of Section 3-4 of this MOU.
2. The Parties agree that Paragraph C.1(a-c) of this Attachment C of this MOU shall not take effect, unless and until a final judgment, after all appeals are exhausted, has issued in the City's favor on all claims asserted by the Plaintiffs, as to the lawfulness of the practice described in Paragraph C.1(a-c), in the pending lawsuit, *Piccioli, et al., v. City of Phoenix, et al.*, Ariz. Super. Ct. Case No. CV2012-010330 ("*Piccioli*").
3. The Parties agree that nothing in either Paragraph C.1 (a-c) or this Attachment C of this MOU shall be construed to be a waiver of either the Union's or the City's claims or defenses in connection with the *Piccioli* lawsuit, including any of the City's arguments in defense of continuing its current practice under Administrative Regulation 2.441 or any of the Union's arguments that it never agreed to such changes in the MOU effective July 1, 2012 through June 30, 2014 or otherwise. The City agrees not to make any argument based on this Attachment C regarding waiver, estoppel, ratification, novation or any similar arguments based on this Attachment C. The City expressly agrees it waives any rights to argue and will not and may not argue, based on this Attachment C, in the *Piccioli* matter regarding the City's proposed implementation of the changes in Paragraph C.1(a-c), that the Union or Unit 3 employees agreed to the lawfulness of such changes including, without limitation, by asserting that the Union or employees agreed to the lawfulness of such

change based on this Attachment C, the negotiations leading up to this Attachment C, the ratification of the MOU by the Unit 3 employees or based on any action or statements of the Union in relation to this Attachment C.

4. In the event a final judgment as described in Paragraph C.2. is issued, the Parties agree that the City may, as soon as is reasonably practicable after final judgment and all appeal rights are exhausted, take whatever administrative action is reasonably necessary to implement the practice described in Paragraph C.1(a-c) of this Attachment C, provided such action is consistent with the Court's final judgment. The City shall meet and confer with the Union about such administrative action before such action is taken and shall advise the Union first before advising any other Unit 3 employees about any administrative action regarding implementation of Paragraph C.1(a-c) that directly affects Unit 3 employees.

## **ATTACHMENT D**

### **GUIDELINES FOR ADMINISTRATION OF COMPENSATORY TIME/CASH PAYMENT OF OVERTIME**

The following understanding is intended to serve as guidelines for employees and supervisory and management personnel when administering the compensatory time provisions of this Memorandum of Understanding.

Subject to the limitations set forth herein, the following shall apply:

Employees shall have the choice of requesting either compensatory time or cash payment for overtime authorized and worked, if an overtime appropriation has been included in the department budget for the departmental work unit in which the employee works.

Employees will specify the type of payment (cash or compensatory time) at the time the overtime is worked.

An employee's choice of type of payment shall be subject to supervisory approval. Once agreement has been reached between the employee and the supervisor, the type of payment agreed upon shall be honored.

This understanding regarding employee choice shall not apply under the following circumstances:

Where no overtime appropriation has been included in the department budget for the work unit in which the employee works.

Where budgetary, staffing, or grant limitations have been placed on the authorization, use, disbursement or payment of such funds by the City Manager, Department Head or their designated representatives, or where the terms and conditions for the receipt and/or utilization of any federal, state, or local government grants impose such limitations.

The City will make reasonable efforts to notify the Union when changes in departmental overtime policies regarding the type of payment occur. Provided, however, that failure to notify the Union shall not prevent or prohibit the department from implementing such change.

# APPENDIX E

## 12-Hour Rule Examples

Regular Shift 2:00 PM - 10:00 PM M-F

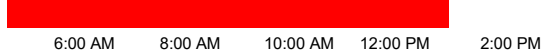
Monday

Works regular shift



Tuesday

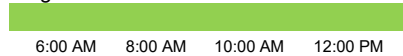
Works morning shift



Time period of 6:00 AM - 10:00 AM qualifies for the 12-hour rule. Process XF 4 hours, employee is paid 4 hours at 1/2 time and receives regular hours paid

Wednesday

Regular Shift 2:00 PM - 10:00 PM M-F



Wednesday



Time period of 6:00 AM - 2:00 PM qualifies for the 12-hour rule. Process XF 8 hours, employee is paid 8 hours at 1/2 time and receives OT (1 1/2) for working 6:00 AM - 2:00 PM

Thursday

Regular Shift 6:00 AM - 2:00 PM M-F



Friday



Time period of 6:00 PM - 2:00 AM qualifies for the 12-hour rule. Process XF 8 hours, employee is paid 8 hours at 1/2 time and receives OT (1 1/2) for working 6:00 PM - 2:00 AM

This document was printed by employees represented by AFSCME Local 2960

**MEMORANDUM OF UNDERSTANDING**

**2024 – 2025**

**CITY OF PHOENIX**

**AND**

**PHOENIX LAW ENFORCEMENT ASSOCIATION**

**REPRESENTING UNIT 4 EMPLOYEES**

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## **Preamble**

WHEREAS the parties, through their designated representatives, met and conferred in good faith pursuant to Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code in order to reach agreement concerning wages, hours, and working conditions of employees in the Police Officers Unit, and

WHEREAS the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or ordinances of the City of Phoenix except as expressly and lawfully limited herein,

NOW THEREFORE, it is agreed that this Memorandum of Understanding (hereinafter "Memorandum") shall be submitted to the City Council of the City of Phoenix for its consideration.

## **ARTICLE 1: Rights**

### **Section 1-1: Purpose/Gender**

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

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

- A. The Association recognizes that the City and the Police Chief retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the City's law enforcement activities are conducted, managed, and administered, and the Association recognizes the exclusive right of Police Chief to establish and maintain departmental rules and procedures for the administration of the Police Department during the term of this Memorandum provided that such rules and procedures do not violate any of the specific express provisions of this Memorandum.
- B. The City and Police Chief have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.
- C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
- D. The Police Chief and City Manager reserve the right to discipline or discharge employees for just cause, defined as follows, pursuant to the Civil Service laws. The City reserves the right to lay off personnel of the Department.

1. The employer informed the law enforcement officer of the possible disciplinary action resulting from the officer's conduct through agency manuals, employee handbooks, the employer's rules and regulations, or other communications to the officer or the conduct was such that the officer should have reasonably known disciplinary action could occur.
  2. The disciplinary action is reasonably related to the standards of conduct for a professional law enforcement officer, the mission of the agency, the orderly, efficient or safe operation of the agency, or the officer's fitness for duty.
  3. The discipline is supported by a preponderance of evidence that the conduct occurred.
  4. The discipline is not excessive and is reasonably related to the seriousness of the offense and the officer's service record.
- E. The City and the Police Chief shall determine assignments and establish methods and processes by which assignments are performed. This is not grievable under the MOU.
- F. The City and Police Chief shall have the right to transfer employees within the Police Department in a manner most advantageous to the City. This is not grievable under the MOU.
- G. Except as otherwise specifically provided in this Memorandum, the City and the Police Chief retain unqualifiedly all rights and authority to which by law they are entitled.
- H. The City shall have the authority without prior meeting and conferring to effect reorganizations of the Police Department.
- I. The Association recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations.
- J. The Association pledges cooperation to the increasing of departmental efficiency and effectiveness. Any and all rights concerning the management, organization, and direction of the Police Department and the police force, including those set forth in this Memorandum, shall be exclusively the right of the City and the Police Chief unless otherwise provided by the express terms of this Memorandum as permitted by law.
- K. The inherent and express rights of the City and the Police Chief, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this Memorandum, are not in any way, directly or indirectly, subject to the Grievance Procedure herein.

### **Section 1-3: Rights of Association**

- A. The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Police Officers Unit as described in the City Code.

Under no circumstance shall the department create or request unit members to sign or agree to individual employment contracts without mutual agreement with the Association. Unit members will still be required to sign for receipt of materials.

- B. Union Release:

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The City and the Association have negotiated six full-time release positions, and release hours, as an efficient and readily available point of contact for addressing labor-management concerns. Examples of work performed by the release positions in support of the City include ensuring representation for unit employees during administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives that benefit the City and the unit members; serving on Police Department task forces and committees; facilitating effective communication between City and Department management and unit employees; assisting unit members in understanding and following work rules; and administering the provisions of the Memorandum of Understanding. The cost to the City for these release positions, including all benefits, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits.

#### **1. Full-Time Release Positions:**

- a. The 6 full time release positions shall be sworn, full time, paid police officers of the Phoenix Police Department, who will at all times remain qualified to perform such duties as are normally expected and required of a municipal police officer in the City of Phoenix, Arizona. These 6 full time release positions will receive their regular salary including fringe benefits, and the employer shall make all employer contributions to the Public Safety Personnel Retirement System required by law so as to maintain their full eligibility under the Public Safety Personnel Retirement System.
- b. The 6 full time release positions shall participate in all appropriate training requirements necessary to maintain membership in the department, including all training mandated by the Arizona Peace Officers Standards and Training Board (AZ POST).
- c. The 6 full time release positions agree to be bound by the City's and the Police Department's rules, regulations, and operations orders, including but not limited to proper notification when utilizing sick or vacation leave. The full time release employees may be subject to disciplinary action for violations of any such rules, regulations, general or operations orders.

- d. The 6 full time release positions may work supplemental overtime shifts consistent with the processes and policies set in place by the Phoenix Police Department for all sworn police officers. Employees will submit all overtime slips to their current supervisor to ensure that overtime is being used appropriately.

## 2. Association Representatives:

The Association may designate up to 42 representatives and shall notify the Police Chief and Labor Relations in writing of such designations as they occur. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations or as changes occur.

Every quarter, PLEA will provide a list of stewards that will be posted.

- a. Up to two PLEA representatives may, when the Association is designated by the unit member as his representative, attend mutually scheduled grievance meetings, Use of Force Boards, Disciplinary Review Boards, IRP Meetings, and hearings with department representatives and hearings scheduled and conducted by the Civil Service Board without loss of pay or benefits. Up to two PLEA representatives may attend hearings with the department representative if more than one department representative is in attendance. Paid release time used for any other purposes, such as gathering information, interviewing the grievant/appellant or witnesses, or preparing a presentation shall be charged against the bank of release hours as described in Section 1-3 D. PLEA representatives are required to obtain the permission of their non-unit supervisor to absent themselves from their duties to attend scheduled meetings and provide representation.
- b. When new work units, precinct(s)/bureau(s) are created, the Association may designate up to 1 additional representative per bureau and up to 3 additional representatives per precinct. The increased number will be consistent with current practice and will be based solely on the addition of new work unit(s). Any deviation from the above will be discussed at a Labor-Management meeting.

## 3. Bank of Release Hours:

A bank of 1,859 hours of paid Association release time shall be created per M.O.U. year for use by the Association to engage in legitimate Association business. PLEA will utilize best efforts to provide advanced notice of the use of these hours to Labor Relations so the affected chain of commands can be notified. In all instances, PLEA will provide Labor Relations with notice of hours used. The cost to the City for these release hours, including fringe, has been charged as part of the total compensation contained in this agreement in lieu

of wages and benefits. Examples of how these hours are used by the Association include:

- a. For Executive Board members to attend meetings of the Executive Board, meetings of the general membership, and for preparation for negotiations pursuant to Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code.
- b. For unit members to attend seminars, meetings, training classes and conferences so that representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation.
- c. For Association representatives to communicate with members, investigate grievances or prepare for hearings. A PLEA representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the work area supervisor. This permission will not be unreasonably withheld, giving proper consideration to essential work of the department and the occupational safety of the PLEA representative. When requesting a meeting with the work unit/site supervisor, the PLEA representative will inform the supervisor of the purpose of the meeting. PLEA representatives will attempt to schedule an appointment in advance whenever possible. One additional PLEA representative may be allowed to attend such meetings for training purposes.

Approval for use of paid release time hereunder shall be subject to Departmental operational and scheduling factors. When using such paid time, Association representatives and members of the Executive Board shall give at least 24 hours written notice in advance.

In recognition of the mutual benefit to both the City and the Association, a unit member using Association release time as defined by Articles in this MOU to conduct Association business shall be accorded all insurance-related benefits. Approval of claims made for benefits will be determined on a case by case basis.

Any hours used in excess of the bank must be approved by the Police Chief, the Labor Relations Administrator, and the PLEA president. The number of hours used in excess of the bank at the end of the contract term will be deducted from the bank at the start of the first year of the following contract. Unused hours will be carried over into the first year of the next contract.

- C. The president may appoint a legislative representative for the Association if the legislative representative is registered with the Secretary of State as a lobbyist and if the legislative representative has agreed to work with and assist the city's legislative lobbyist. The legislative representative shall receive 500 hours of release time per MOU year.

- D. A member of the Executive Board of the Association, or a designated PLEA representative, will, with the approval of the Police Chief or his designee, subject to 24 hours written notice in advance, be authorized to engage in Association related activities during City work hours on a non-paid basis. Approval for such authorization for more than 2 Executive Officers or Board members of the Association or designated shift representatives is subject to 48 hours written notice in advance. Approval for use of unpaid time hereunder shall be subject to Department operational and scheduling factors and administration control as to usage of such time, but shall not be arbitrarily withheld. There shall be no use of official paid time for Association related activities under this paragraph.
- E. Upon the Association's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, during the term of this Memorandum, upon request, the City shall furnish to the Association bimonthly at no cost a listing of all unit members, indicating name, mailing address, phone number and assignment. The City will also provide a monthly list of employees added that month to Unit 4.
- F. The City shall deduct monthly from the pay warrants of Association members the regular periodic Association membership dues and/or special assessments in accordance with Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code and pursuant to the City's existing dues deduction authorization form duly completed and signed by the Association member, and transmit such deductions to the Association on a monthly basis; except, however, that such deduction shall be made only when an Association member's earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Association, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for unit members on behalf of any other employee organization as defined in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.
- G. The Association is authorized to use mutually agreed upon non-work areas in City facilities for pick-up by or distribution to unit members of official Association literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations, it being understood and agreed, however, that such activity shall not be done during the on-duty time of any unit member. The Association may, using its own resources, use the mailboxes at work locations to communicate with unit members. The association may use Inter-departmental mail to communicate with unit members on two occasions a year.
- H. The Association and the Department will jointly present a 4-hour Employee Wellness course to recruits who are expected to become sworn police officers. Immediately following, the Association will be allowed 1 hour to talk to and possibly sign newly sworn police officers into the Association and to explain the rights and benefits under the MOU. This time will be allotted prior to reporting for the first

patrol training shift at the offices of the Association. The content of such information shall not be political in nature, abusive of any person or the Department or disruptive of the Department's operation. Curriculum will be jointly approved with the Training Bureau Division Chief.

- I. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.
- J. Any unit representative attending any IRP, DRB, UFB, DAC, or any other review board will be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the representative's supervisor with operational consideration. Approval will not be unreasonably withheld.
- K. In the interest of encouraging continuing education for unit members, the department will mail to the Association president the AZ POST calendar and all other job related seminar notices it receives.
- L. The Association will have 2 PLEA positions, designated in writing, on continuous paid stand-by for the mutual benefit of both the City and the Association to respond to critical incidents as needed. No member will be placed on stand-by if the member is not available for call-out. If call-out occurs, overtime will be paid in accordance with Article 3, Section 3.2.
- M. Upon written request from the Association, the City will provide specific information pertinent to a written grievance, arbitration case, or Civil Service appeal. The City will also provide pertinent collective bargaining information. This material will be supplied to the Association at no cost.
- N. To improve communication and relationships between labor and management, the Association will be allowed an opportunity to attend one mutually agreed upon briefing quarterly with each squad to discuss Association business and issues of mutual concern to labor and management. PLEA will utilize best efforts to provide advance notice of meeting.
- O. The City values and benefits from the participation of Union leaders on citywide task forces and committees, Police Department task forces and committees, Labor –Management work groups, and a variety of Health and Safety committees. These activities take time away from expected tasks such as representation and communicating with the membership and may occur outside the regular work day of the Union officials. The full-time release positions agree to participate in these important committees and task forces. In recognition of this commitment, the City

agrees to provide a 960 hour bank of compensation for use by the full-time release positions each MOU year.

- P. Unit members who are not Association members at the beginning of the last pay period in June of each year will receive 3.5 hours of vacation time, in addition to their normal annual accruals, credited to their vacation leave bank on the second paycheck in August of that same year. Unit members who are not Association members at the beginning of the last pay period in December of each year will receive 3.5 hours of vacation time in addition to their normal annual accruals, credited to their vacation leave bank on the second paycheck in February of the following year.

The number of hours distributed to Unit members who are not Association members will be deducted from the leave banks described in Section 1-3, beginning with the Section 1-3(C) leave bank, then the Section 1-3(B)(3) leave bank, and then the Section 1-3(O) leave bank. If there are not enough hours in the leave banks to refund the hours to Unit members who are not Association members, the Association will reduce the number of full-time release positions for the remainder of the six-month period. The value of each reduced full-time release position will be converted to hours and credited to the Section 1-3(B)(3) leave bank.

The City will provide Unit members who are not members of the Association “opt in” forms, to be approved by the Association, allowing them to donate vacation leave to be deposited into the Section 1-3(B)(3) leave bank. At any time during the term of this MOU, any Unit member may request this “opt in” form in order to donate vacation time in the manner above-described.

- Q. As the certified unit 4 bargaining unit, the Association will be notified electronically of Use of Force Boards and Disciplinary Review Boards at the time of scheduling.

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

- A. A unit member has the right to have the Association serve as their meet and confer representative as set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code.
- B. A unit member has the right to be represented by the Association in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations.
  - 1. If a unit member requests, representation will be allowed when the member is the subject of an administrative investigation by Professional Standards Bureau, any Police Department supervisor, or other City employee who is conducting an investigatory interview. The City will notify the Association who will obtain the most readily available unit Association representative, who must be a bargaining unit member. The unit representative will make every

reasonable attempt to arrive within one hour from the time a phone is made available to the unit member. Management will make a concerted attempt to release the association representative giving the consideration of the departments' and the associations' scheduling concerns. The unit Association representative may make a request for a caucus prior to, during, or after the interview to bring to the investigator's attention issues which may be violations of the MOU as set forth in this Memorandum or questions outside the scope of the N.O.I. Prior to the conclusion of the meeting, the member, or representative on behalf of the employee, will have the opportunity to make a closing statement.

The Union representative may assist and consult with the employee, attempt to clarify the facts or questions asked, and suggest other employees or witnesses who may have knowledge of the underlying issues. The Union representative may not turn the meeting into an adversarial proceeding, unduly disrupt the interview, interfere with the objective of the examination, or compromise the integrity of the interview. The Union representative may not interrupt the employee's response to a question, speak on behalf of the employee, or prevent the employee from responding to a question. The Union representative also may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.

During the interview, the interviewer may insist that they are only interested in hearing the employee's own account of the matter under investigation at that time. The interviewer may not prohibit the Union representative from engaging in meaningful representation, including assisting and consulting with the employee.

2. The interview session shall be a reasonable period of time, taking into consideration the gravity and complexity of the misconduct being investigated.
3. Prior to conducting an administrative interview, the City/Department will consider the necessity of interviewing a Unit Member who is impaired by alcohol or drugs. If the City/Department deems an immediate administrative interview is not necessary, it will/may be scheduled at a later time.
4. At the time of the scheduled interview by Professional Standards Bureau, a Police Department Supervisor, or other City Employee, the investigator will provide the unit member and / or their representative written notices of investigation informing the officer of the alleged facts that are the basis of the investigation and all relevant and readily available materials, including complaints (except for complaints that are filed with the employer and that include allegations of unlawful discrimination, harassment or retaliation or complaints that involve matters under the jurisdiction of the United States equal employment opportunity commission). Material format may include video, audio, reports, photographs, documents, and other materials in accordance with A.R.S § 38-1104(A)(2) in effect during the term of this agreement. Upon the request of either party, the parties shall meet and confer the impact of any

changes to the provisions of A.R.S § 38-1104(A)(2) during the term of this agreement. All materials will be made available to the unit member and/or their representative in the draft investigation prior to the investigative review process (IRP).

For investigations related to critical incidents such as officer involved shootings, in-custody deaths, and/or police contract that result in serious physical injury or death, Body Worn Camera (BWC) video will be made available to a unit member prior to their administrative (PSB) interview if the unit member first completes the criminal interview process with criminal investigators. The parties understand that there are inherent limitations to BWCs and memory. They also recognize that the inability to review BWC video can impact reporting accuracy.

During the course of the administrative investigation, the investigator will not knowingly misrepresent any fact or material issue to the unit member.

Prior to interviewing an involved employee, an Internal Investigation Material List form documenting what materials, the investigating supervisor or PSB investigator provided to the involved employee will be completed.

5. A unit member under investigation, and the association, will be notified in writing every 3 months as to the current status of the investigation. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.
6. When a draft investigation is provided to a Unit member, it will contain an explanation of the member's right to review the investigation within the time period provided in Ops Order 3.19 before signing the investigative review control form.
7. If changes are made to an investigation after an IRP, the unit member and representative will be provided with a revised draft of the investigation. The unit member will have up to 5 business days to review the revised draft, and may attach a rebuttal, before signing an IRC form.
8. If new information is added, outside what was discussed during the IRP, to the draft investigation, the member reserves the right to have an additional IRP to discuss the new information. The additional IRP will only be afforded to specifically discuss the added information, not to revisit items already discussed in the initial IRP. The additional IRP will be scheduled and completed within 7 calendar days, unless mutually agreed upon in writing prior to the deadline.
9. As the certified bargaining unit for all unit 4 members, all finalized investigations will be provided to the Association monthly.

- C. A unit member has the right to present their own grievance, in person or by legal counsel.
- D. Unit members are entitled to representation if an overall "Not Met" performance evaluation is appealed and is at the Executive Level (Assistant Chief or Chief) or when management has more than one representative at the meeting to discuss the appeal of the performance evaluation.
- E.
1. A unit member covered hereunder shall, on their request and by appointment, be permitted to examine their departmental or divisional personnel file, in the presence of an appropriate supervisory official of the Department. The unit member may be accompanied by another person of their choosing. When a city directed work fitness/job performance medical evaluation process is completed, the city agrees to give the city doctor a release to give the information to the requesting employee.
  2. No unit member shall have any adverse comments entered into their departmental or divisional personnel file without the member being informed by a supervisor. If the unit member requests, they may receive a copy of the adverse comment.
  3. A unit member may, at their discretion, attach rebuttal statements to any material contained in their departmental or divisional personnel file which may be adverse in nature.
  4. Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable):

Final sustained discipline of suspension or higher of the following;

- The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees;
- The employee has solicited or taken for personal use a fee, gift or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest;
- The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix;
- The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen;
- The employee is under the influence of alcohol or illegal drugs on the job;
- The employee has violated City of Phoenix anti-harassment or anti-discrimination policies;
- The employee committed a violation of the City's Ethics Policy;
- The employee committed an act of dishonesty;
- The employee committed an act meeting the elements of a felony; or

- The employee has committed a Class 3 violation of use of force.
5. A Supervisory Counseling is a documented warning presented to the employee for signature. The effective date for any applicable appeal will start from the date that the employee signs the Counseling.
  6. Once a unit member has been disciplined, no further disciplinary action may be imposed for the same specific allegation during the same incident of misconduct. If a unit member has received a coaching for the same incident, it may be considered as a mitigating factor in the final determination of discipline. A unit member may be subjected to additional discipline if further investigation reveals additional allegations arising from the same incident.
- F. A unit member and Association Representative shall have the right to appear before the departmental Disciplinary Review Board when disciplinary matters are brought before the Board involving the unit member.
1. The purpose of such appearance is to give the unit member an opportunity to respond to the assertions made against them.
  2. The Department shall notify the unit member 10 calendar days prior to such opportunity to respond to the Board. The notification shall contain the date, time, violation(s) and basis of each violation that has been sustained. In addition, the unit member, if they choose, may meet with their immediate supervisor along with the second level supervisor or the unit member's Bureau/Precinct Commander for the purpose of discussing the basis of each violation to be reviewed by the DRB. If the immediate supervisor conducted the investigation, the unit member, if they choose, may meet with the next supervisor in their chain of command. Such request shall be made in writing to the unit member's immediate supervisor. Also, the unit member, if they choose, may be accompanied by an Association representative at either meeting.
    - a. At the IRP meeting, the unit member shall be afforded a reasonable opportunity to review the written investigation. Realizing that in some cases there may be information that would be detrimental to the department's ability to conduct misconduct investigations, that information may be deleted. However, all other information will be available for review.
  3. The unit member under investigation may request a copy of the DRB information at no cost. The DRB information will be made available to the unit member or their representative at the same time the unit member is served with the DRB notice. Any written or electronic material to be presented by the employee or their representative to the DRB shall also be given to the department in a reasonable time. The information will be supplied electronically if possible; if not, it will be supplied in written form. In addition, the department will supply any audio/video tapes and computer graphics which have been produced.

4. The unit member may, at their discretion, appear before the Board with an Association representative of their choosing and may state the reasons why the proposed action is unjustified. The unit member and their representative may passively observe all presentations made to the board and all responses made to questions by board members. The unit member and non-board members will be excluded from the room during board deliberations.
5. The HR Representative of the DRB shall provide the Union Representative verbally with a breakdown of the vote count. Individual board member votes will not be disclosed and all communications between the HR representative and the Union Representative shall be treated as confidential. Information provided to the Union Representative shall not be admissible or used in Civil Service Hearing.
6. The unit member may submit relevant written matter in support of their position.
7. If the unit member requests, representation will be allowed, consistent with Article 1, Section 1-4(B)(1) of this Memorandum, during Use Of Force Board (UFB) hearings. A unit Association representative will be allowed to observe all presentations made to the Board and all responses to questions by Board members.
  - a. At least 10 days prior to the convening of the UFB the unit member will be provided at no cost with a copy of all documentation concerning their involvement in the matter under investigation that is made available to the UFB Board members.
  - b. At the conclusion of the UFB, the Board Chair will verbally advise the unit member and representative of policies violated that support the recommendation. The unit member and representative will also be provided a copy of the UFB recommendation submitted to the Chief within 3 business days.
  - c. The Association has the right to meet with the Police Chief, or designee, within 7 business days of the board's decision, as scheduled by the Police Chief's office, to discuss an "out of policy" recommendation by the UFB before a final decision is rendered.
8. A unit member will be provided written notice of a Loudermill hearing at least 5 working days before the scheduled hearing along with copies of all supporting documentation. This is to ensure the member will have a meaningful opportunity to prepare for the hearing. The unit member may submit written information for the Chief's consideration in advance of the hearing. At the hearing, the unit member may present any information the member deems relevant, including one character witness to provide a statement. The witness will not read written statements submitted by others.

- a. The timeline for written notice of a Loudermill hearing resulting from an arrest for a felony crime under color of authority will be at the discretion of the Police Chief.
9. In recognition of the mutual benefit to both the city and the unit member, suspensions MAY BE served under the following time limits, at the unit member's option. Unit members may serve suspensions of more than 40 hours on an alternating weekly schedule. The city retains the option to deviate from this provision for suspensions involving sexual harassment, violence in the work place, felonies, and drugs/alcohol.
- G. A unit member under investigation by Professional Standards Bureau or a Police Department supervisor for a disciplinary matter that may lead to a written reprimand, suspension, demotion, or discharge, and who is interviewed or interrogated, or requested to produce any documentation, shall be given a written Notice Of Investigation (Form 80-58DB) informing them of the specific nature of the investigation, their status in the investigation, and all known allegations of misconduct involved in the interview of the unit member. In addition, the unit member and/or the Police Department supervisor/Professional Standard Bureau representative may mechanically record such interview/interrogation. Should any mechanical recordings take place, the department reserves the right to transcribe any such interview/interrogation for the purpose of verifying the accuracy of the interview/interrogation and, if requested, the unit member shall sign the transcription if it is accurate. In the event that the investigator intends to segment the interview or the interrogation, the NOI will inform the member of the specific nature and all known allegations pertaining to the portion or portions of the investigation being covered by the segmented Notice of Investigation.
1. A copy of the signed and dated Notice of Investigation will be given to the unit member prior to the beginning of the interview. The unit member shall have the right to retain the NOI for their use throughout the entire course of the interview.
  2. The unit member will be provided a copy of all the interview/interrogation in digital media format.
  3. If any unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an attorney functioning within the attorney-client relationship. In addition, if an accused unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an Association representative, who may discuss the matter only with the grievance chairman/Association president or their designated representative. Once the investigation is completed, any unit member may speak with an Association representative regarding the incident. When the investigation is completed, the accused unit member will be notified in writing of the findings. A unit member under internal or administrative investigation may be reassigned (may include reassignment to their home), until the completion of the investigation.

4. If during the course of the above mentioned investigation, information is learned concerning additional misconduct on the part of the unit member being interviewed, an NOI will be issued to the unit member prior to the unit member being questioned about the additional misconduct information.
  5. Investigations alleging serious misconduct and/or issues of veracity will be investigated by Professional Standards Bureau (PSB) or other appropriate City entity.
  6. Notification regarding the general nature of a Professional Standards Bureau (PSB) interview at the time of scheduling will be left at the discretion of the PSB Commander.
  7. If any additional NOI's are served during the course of a misconduct interview where a PLEA representative is not present (has not been requested), a break in the interview of up to 1 hour will be granted (if requested) for the employee to obtain a PLEA representative.
  8. The unit member or the unit member's representative may make a request to the Chief, or **their** designee, in unusual circumstances such as a unit member's extended duty or hospitalization, to delay the PSB interview for up to 24 hours after a critical incident.
  9. A unit member will not be terminated for the sole reason of having been served with an order of protection or injunction against harassment unless that court order precludes the officer from performing their essential functions, including but not limited to carrying a firearm; until appeal processes have been exhausted.
- H. It is understood by the parties that the benefits granted by this Article, shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.
- I. The affected employee attending any IRP, DRB, UFB, DAC, Grievance meeting, Civil Service Appeal, or any other review board while off duty shall be allowed to adjust their work schedule by an equal amount of time spent in the meeting. The adjustment will require the approval of the unit member's supervisor, with operational considerations. Approval will not be unreasonably withheld.
- J. After a separation notice has been signed by the appropriate authorities, and if the unit member is given the opportunity to resign, the unit member will have 3 hours to consult with an Association representative.

- K. A unit member who receives a written reprimand will be provided a copy of the official documentation, if any, supporting the written reprimand at the time the unit member receives the reprimand.
- L. If the Driving Analysis Committee sends a case to the DRB for review, the unit member will receive a copy of the facts supporting the DAC position upon request. Prior to the DAC review, unless the unit member declines, an IRP will be completed with the unit member's commander.
- M. In accordance with the terms outlined in Section 1-4.E.4, a unit member seeking an "at request" transfer will only have discipline of a relevant nature considered in the determination of the transfer using the following prescribed time frames. The class will be determined by the finalized PSB investigation.
- |                       |                            |
|-----------------------|----------------------------|
| Written Reprimands:   | 12 months from date of NOI |
| Class I Discipline:   | 12 months from date of NOI |
| Class II Discipline:  | 18 months from date of NOI |
| Class III Discipline: | 24 months from date of NOI |
- N. If an employee is not given their performance evaluation by the annual review date, the employee may request the merit increase in writing by sending a memorandum directly to the Human Resources Officer in the Fiscal Management Bureau. If the performance evaluation is an overall "met," the request will be processed within 21 calendar days of submittal and will be retroactive to the performance evaluation annual review date.
- O. Unit members will not be excluded from applying and/or competing in a transfer process based solely on a pending investigation. The investigation is no longer considered "pending" once the NOF has been served to the member. However, the transfer process will not be delayed pending the conclusion of the related investigation. If a unit member is passed over for transfer based on the pending investigation, he/she may be eligible for the next available opening depending upon the outcome of the investigation.
- P. An association member, or the association at the request of the member, may request the opportunity to discuss a good-of-the-department transfer decision with the member's Division Commander. The Division Commander will make him/herself available, but the transfer action will not be delayed based on this provision. This provision does not apply to transfers made to adjust staffing levels, reduce staff in a specific area or other similar operational need.
- Q. A unit member or their representative may request the opportunity to discuss and review a transfer that is the subject of a grievance with the Chief or their designee. The Chief or their designee shall make themselves available to discuss, but the transfer action will not be delayed based on this provision. The transfer action could be delayed or reversed at the discretion of the Chief or their designee. (This paragraph does not apply to at-request transfers or transfers based on a selection process).

- R. If the City overpays a unit member for any reason, the money will be recovered at the same rate at which it was paid unless total amount is less than \$250.00, at which the entire amount may be recovered in one lump sum.
- S. Progressive Discipline time periods will be based on date of the NOI.

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

- A. The Association and the unit members covered by this Memorandum recognize and agree that rendering of police services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety and welfare of the citizens of the City of Phoenix.
- B. The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association, nor any unit member, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum neither the City nor its agents for any reason shall authorize, institute, aid or promote any lockout of unit members covered by this Memorandum.
- C. Should any unit member during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section 1-5B, the City Manager or his designee shall immediately notify the Association that a prohibited action is in progress.
- D. The Association shall forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and shall notify in writing all Association members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification shall be delivered to the office of the City Manager. In addition, the Association shall order all unit members violating this Article to immediately return to work and cease the strike or other prohibited activity. Such order shall be delivered both orally and in writing to all unit members violating this Article with copies of the written order to be delivered to the office of the City Manager.
- E. Penalties or sanctions the City may assess against a unit member who violates this Section shall include, but not be limited to:
  - 1. Discipline up to and including discharge.
  - 2. Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.

- F. Should the Association during the term of this Memorandum and until such time that it is expressly and legally rescinded, breach its obligations under this Section, it is agreed that all penalties set forth in Chapter 2, Article XVII (Employer-Employee Relations), Phoenix City Code, shall be imposed on the Association, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.
- G. Nothing contained herein shall preclude the City from obtaining judicial restraint or from seeking damages from the Association, in the event of a violation of this Section.

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

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

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

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

1. As a matter of good labor-management relations, unit members who believe that they have a bona fide grievance will discuss and attempt to resolve it with the appropriate lowest level of supervision.
2. If the above informal discussion is held and does not resolve the grievance, the unit member may file a formal grievance in accordance with the following procedure.

#### **B. Definition of Grievance**

1. A grievance is a written allegation by a unit member, submitted as herein specified, claiming violation(s) regarding the specific express terms of this Memorandum for which there is no other specific and formal method of review. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such excluded disputes are not grievable or arbitrable under the terms of this Article or under this contract.

2. The City continues to retain the format used for grievances, including forms, technology, etc.
3. A grievance which does not meet the requirements set forth in this Article shall be null and void, and will not be processed in accordance with this procedure.
4. The City is not under any obligation to accept grievances where the City Manager has previously decided on the same fact pattern.

C. Procedure

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

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

1. Step 1

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

The Commander/Administrator, or designee, may investigate, further consider, and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written mutual agreement may move the grievance to Step 2 of the grievance procedure.

2. Step 2

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

The division head, or designee, may further consider and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written agreement may move the grievance to Step 3 of the grievance procedure.

3. Step 2.5

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

#### 4. Step 3

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

The Grievance Committee shall be composed of:

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

Member – A City department head on a rotating schedule.

Member – The President of another union, other than the Grievant's, representing employees with the City of Phoenix.

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

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

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

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

D. Time Limits

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

E. Union Grievance

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

F. Group Grievance

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

G. Employer Grievances

Should they occur as a result of official Union activities or actions, including the failure to act as required under the terms of this Memorandum, employer

grievances will be presented directly to the Union president or any officer of the Union within 14 days of the occurrence prompting the grievance. The president, or designee, shall in each case provide a written answer within 14 days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3 so long as the City pays the cost of the arbitrator.

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

- A. There shall be a Labor-Management Committee consisting of up to 6 representatives of the Association and up to 6 representatives of the Department and City. The purpose of the Committee is to facilitate improved Labor-Management relationships by providing an informal forum for the free exchange of views and discussions of mutual concerns and problems as distinguished from meeting and conferring.
- B. The Committee shall meet as needed by union request, quarterly at mutually scheduled times. Parties may mutually agree to meet more frequently.
- C. The City's Labor Relations Administrator or his designee shall be the Chairman. The members shall, in advance of a meeting, provide the meeting's Chairman with proposed agenda items, and the Chairman shall provide the members with the meeting agenda in advance of the meeting.
- D. Representatives of the Association on the Committee who are unit members shall not lose pay or benefits for meetings mutually scheduled during their duty time up to a maximum of 3 hours per unit member per meeting.
- E. It is understood by the parties that the benefits granted by this Section shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Section. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.
- F. For a unit member whose regular shift is other than Shift 1, there will be flexibility in changing his normal work hours for the purposes of attending official Labor-Management meetings called by or with the concurrence of City management or the Police Chief or designee.

## **Section 2-3: Resolving General Complaints**

In the spirit of continually developing good labor-management relations all parties are encouraged to address general complaints at the lowest level of management in attempt to seek resolution before escalating issues up the chain of command.

## ARTICLE 3: Compensation/Wages

### Section 3-1: Wages

- A. PLEA reserves the right to submit a proposal for a total compensation increase once revenue reports are obtained and submitted for review by the city.
- ~~B. Additionally, Unit 4 employees will receive a non-continuous payment equal to the economic value of 5.0% of their base wage to be paid out on the first full pay period in August of 2023.~~
- C. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Pilot in Command, shall be placed at step one of Police Officer\*Pilot, Job Code 62211, in the pay schedule outlined in Attachment C.
- D. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Rescue Qualified Pilot or PC12 Qualified Pilot, shall be placed at step one for Police Officer\*Rescue Pilot, Job Code 62212, in the pay schedule outlined in Attachment C.
- E. Unit members assigned to the Air Support Unit, and who have achieved and maintained the qualification level of Unit Certified Flight Instructor, shall be placed at step one of Police Officer\*Flight Instr, Job Code 62213, in the pay schedule outlined in Attachment C.
- F. A unit member assigned to the Air Support Unit, and who has achieved and maintained the qualification level of Chief Pilot, shall be placed at step one of Police Officer\*Chief Pilot, Job Code 62214, in the pay schedule outlined in Attachment **C**.
- G. Unit members assigned to one of the four described Air Support assignments may only qualify for and receive pay for one pay step at a time. Example: A unit member qualified as a Unit Certified Flight Instructor and receiving pay at pay step one of Job Code 62213 shall not receive the premium pay for any other pay step the unit member may also qualify for.
- H. Unit members designated as Team Leaders on SAU squads will receive an additional 5% base hourly rate of pay while assigned to this position.
- I. It is understood that for implementation purposes, the practice of rounding of fractional cents shall be done in accordance with accepted mathematical and accounting principles.

- J. When a conflict arises between the Pay Schedule attached hereto as Appendices and the Pay Ordinance due to mathematical, typographical, or printing error, the Pay Ordinance shall be the controlling authority.
- K. It is the intent of the parties to permanently move the effective date of any wage increase to the start of the first pay period in July.

### **Section 3-2: Productivity Enhancement Pay**

In recognition of dedicated public service and overall performance, the City agrees to implement the following Productivity Enhancement Pay formula for unit members:

#### **A. Pay Benefit:**

1. In December 2024, and June 2025, a unit employee who has completed at least 7 years of continuous full-time service and who meets the additional qualifications specified in this Article shall receive \$80, pro-rated and included each pay period in the qualifying unit member's regular pay check, for each full year of continuous full-time service in excess of 6 years, up to a semi-annual maximum of \$1,040, annual maximum of \$2,080 at 20 years.
2. In December 2024, and June 2025, a unit employee at 20 years and one day of continuous full-time service shall receive \$125, pro-rated and included each pay period in the qualifying unit member's regular pay check, for each full year of continuous service in excess of 6 years, up to a semi-annual maximum of \$2,000, annual maximum of \$4,000 at 22 years or more.

#### **B. Qualifications:**

1. A unit member must have completed at least 1 year of continuous full-time service at the top step in his classification. Employees in step 8 as of July 8, 2002 will receive Productivity Enhancement Pay when they reach one year at step 8 and maintain their Productivity Enhancement Pay eligibility when they move to step 9. Employees in step 7 or below as of July 8, 2002 will be required to complete one year at step 9 to be eligible for Productivity Enhancement Pay.
2. Effective July 1, 1999, a unit member must have completed 7 years of continuous full-time service. A unit member who has continuous, full time City service in another classification(s) may apply that time to the 7 year requirement.
3. A unit member must have achieved the overall performance rating of meets standards or better on his latest scheduled performance evaluation on file in the Human Resources Department.
4. A unit member who receives a less than meets standards rating may appeal that rating by memo through his chain of command to the Police Chief. A unit

member's eligibility shall be reinstated once the unit member receives a scheduled or unscheduled performance rating that meets standards.

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

C. Terms of Payment:

1. The City will make adjustments to an employee's Productivity Enhancement payment within 30 days of the qualifying date.

### **Section 3-3: Training Pay**

- A. Master Field Training Officers (FTOs) whom the department selects to conduct department-approved officer field training; will receive an additional 5% of their base hourly rate of pay for every day they are assigned to an officially authorized field training position.
- B. Field Training Officers who train in place or unit member assigned to train an O.I.T. in traffic/DUI enforcement will receive 5% base hourly rate of pay for every day the unit member actually trains.
- C. Unit members assigned to the Canine Unit, who have achieved and maintain the qualifications for the position of Canine Unit Trainer, will receive an additional 5% of their base hourly rate of pay for every day they are assigned to an officially authorized Canine Unit Trainer Position. The following is a list of requirements to receive payment as a Canine Unit Trainer:
  1. The unit member must be, or be designated by the Department to become, certified by an outside association to train police service dogs. The certifications include patrol, narcotics detection and/or explosive detection.
  2. Training being provided must include basic level training for canines and handlers assigned to the unit. This section is not meant to include a canine handler training only his or her assigned canine; it is meant for those who provide basic and in service training to other canine teams in the unit.
  3. An officially authorized Canine Unit Trainer Position must include responsibility for proper written evaluation of each canine and handler being trained.
- D. Detectives whom the department selects to conduct department-approved new Detective training; will receive an additional 5% of their base rate of pay for every day the Detective is training.

## **Section 3-4: Compensation for Interpreting and Translation by Sworn Police Officers**

### **A. Purpose**

1. This regulation is written to provide guidelines for adjusting the compensation of sworn police officers who are authorized and required by a sworn police supervisor to utilize a language other than English, including sign language, to conduct an official Police Department function or activity.
2. This compensation shall be for police-related functions or activities in which the unit member is called upon to interpret in addition to their normal assigned duties.

### **B. Payment Authorization**

Compensation provided for by this regulation shall be given only when approved by a sworn police supervisor prior to the actual interpretation or translation.

### **C. Performance Activities Approved for Special Compensation**

1. Verbal interpretation, in excess of 7 consecutive minutes per occurrence, while conducting any assigned formal police function or activity.
2. Written translation, in excess of 7 consecutive minutes per occurrence, while conducting any assigned formal police function or activity.
3. Signing interpretation and translation, in excess of 7 consecutive minutes per occurrence, while conducting any assigned formal police function or activity.

### **D. Compensation**

A unit member who meets linguistic skills qualifications, as determined by a management review panel, or, in the case of sign language, ~~determined~~ by presenting certification recognized by the Arizona Commission for the Deaf and Hard of Hearing (ACDHH), shall be paid a premium of ~~\$40.00~~ \$15.00 per hour calculated to the nearest 1/4 hour, in addition to ~~his~~ their base hourly rate, for each hour ~~he~~ they ~~is~~ are engaged in assigned and authorized interpretation, translation, or signing activities.

Consistent with Section 5-10, 3 of this Memorandum and A.R. 2.51, employees are eligible to use the seminar and professional membership portion of their reimbursement benefit for the ACDHH certification.

### **E. Supervisory Authorization**

Authorization must be provided by a sworn police supervisor in each case. Written notification which includes a listing of the specific time periods for which the

premium payment is sought along with signatures of the unit member and the appropriate supervisor should be forwarded to the Police Department's Fiscal Management Bureau before the end of the pay period in which the additional duty occurred.

### **Section 3-5: Overtime**

- A. Overtime is defined as time assigned and worked beyond the regularly scheduled 40 hour work week or 8 hour work shift, or 10 hour work shift if a 4 day work week is implemented. Duly authorized paid leave shall be considered as time worked for purposes of the regularly scheduled work week. This provision shall not apply to unpaid leave.
- B. Overtime shall be worked and shall be allowed if assigned by the Police Chief or his designees.
- C. Overtime work will be compensated in either cash or compensation time at 1-1/2 times the regular rate of pay after the first 7 minutes assigned and worked beyond the end of the unit member's regularly scheduled shift, calculated to the nearest 1/4 hour.
- D. A unit member may, subject to approval of his non-unit supervisor based on considerations of departmental scheduling and operations factors, request to use overtime as compensatory time subject to the limitation of ~~three hundred (300)~~ 400 hours on the accumulation of compensatory time. Use of compensatory time shall be subject to advance approval of the non-unit supervisor. If a unit member submits overtime requests that are in excess of ~~three hundred (300)~~ 400 hours, he will be paid the difference.
- E. Unit members may contribute accrued compensatory time to other employees in accordance with City policy governing contributions of leave for serious illness of an employee or their immediate family member.
- F. A unit member may be paid for accumulated compensatory time by submitting a memorandum to the Fiscal Bureau requesting payment for any portion of the compensatory time. This may be done at any time upon the unit member's request, and such payment will be made in the pay period following receipt of the memorandum by the Fiscal Bureau.
- G. At the direction of the immediate supervisor in each case, a unit member shall be entitled to overtime in accordance with Article 3, Section 3-6 hereof, while he is being evaluated by the authorized and designated City physician for return to work at times he is not scheduled to be on duty nor is on paid leave or disability benefit status, based on actual check-in and check-out time recorded by Health Center staff. This time shall not qualify for the guaranteed minimum overtime provision contained in Section 3-8, but shall be compensated at a minimum of 1 hour at 1-

1/2. No unit member shall be compensated for other than the supervisor directed evaluation(s) by the City physician for return to work.

- H. After 4 consecutive hours of overtime, a unit member shall be entitled to a paid meal break of 1/2 hour, but in no event shall a unit member be entitled to more than one such meal break for every 8 consecutive hours of overtime.

For a unit member participating in the 4/10 schedule, this provision shall mean that before a unit member is entitled to a second 1/2 hour paid meal break, he shall have worked on an overtime basis for a minimum of 4 hours beyond the end of his regularly scheduled 10 hour work shift.

- I. If work demands preclude a unit member from taking a meal period, the unit member will be paid an additional 30 minutes at the straight time rate. This benefit shall apply only if the interruption occurs during the first 30 minutes of the meal period.
- J. When a unit member is off duty and is contacted by telephone by his supervisor because of the unit member's official duties, for purposes other than call-out, or a supervisor approves of the making or receiving of the call, the unit member will be paid a minimum of 15 minutes at time and one-half his regular rate of pay when any combination of calls equals 7 minutes or more. If the call extends past this minimum, the overtime will be calculated to the nearest 1/4 hour. He will not receive overtime for additional duty-related calls received during this compensation period.
- K. A unit member on industrial leave and assigned to his home will be considered to have the same duty hours and N-days, up to a 7 calendar day period, as the squad he was on when the injury/illness occurred. After the 7 days, he may be reassigned to new duty hours and/or N-days.
- L. A unit member who scheduled a leave day 30 calendar days in advance through his immediate non-unit supervisor in accordance with departmental policy and who subsequently is placed on court stand-by, or is required to appear in court will, by his choice, receive overtime pay in accordance with this Section and Section 3-7 and/or Section 3-8, in addition to the leave day.
- M. A unit member who scheduled a leave day but failed to do so within 30 calendar days in advance, and who is placed on stand-by or called to court, will receive overtime pay in accordance with this Article and Section 3-7. However, the number of leave hours taken will be reduced by the number of overtime hours paid. Court stand-by hours do not apply to this provision.

### **Section 3-6: Court Time Overtime**

- A. When court time constitutes overtime, a unit member shall be entitled to overtime compensation/minimum call-out pay consistent with Section 3-8 of this Memorandum.

1. Court time overtime shall be continuous time compensated consistent with Section 3-6, subsection C.
  2. No cost parking will be provided for unit members who are called to testify or appear at any City of Phoenix Municipal Court facility for any official police department business, whether on or off-duty.
  3. If performed virtual, the unit employee must report to a Phoenix Police facility to be eligible for Court Time Overtime. If performed at a location of the unit employee's discretion, other than a work location, the unit member will be paid a minimum of 15 minutes at time and one-half his regular rate of pay when any combination of calls equals 7 minutes or more. If the call extends past this minimum, the overtime will be calculated to the nearest 1/4 hour. The unit employee will not receive overtime for additional duty-related calls received during this compensation period.
- B. For purposes of this Article the term Court shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court; Federal, State, County Grand Juries; Motor Vehicle Department hearings, and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the MOU, Civil Service Board hearings, PERB hearings, and hearings pursuant to the A.R. 2.61 grievance procedure.
- C. After a unit member verifies his need to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled tour of duty, and he is notified less than 12 hours in advance of the scheduled appearance time that he need not appear, the unit member will receive 2 hours of pay at 1-1/2 times his base hourly rate of pay.

### **Section 3-7: Call-Out Pay**

- A. A unit member called back because of his own negligence, whether in the proper care and use of City equipment, or for his failure to complete official reports prior to securing for the day, shall be paid for such call- back consistent with Section 3-6, subsection C, provided, however, the unit member shall not be eligible for the 3 hour guaranteed minimum pursuant to this Article. If a claim of negligence is disputed, it may become subject to the grievance procedure herein.
- B. Anytime that a unit member is called back after leaving City facilities at a time other than his regularly assigned shift, the unit member will receive a minimum of 3 hours pay at time and one-half the unit member's base pay calculated to the nearest 1/4 hour, except that a unit member shall not be eligible for additional compensation during that three hour period.

Compensation to a unit member who is called out at times other than his regularly scheduled shift will begin at the time the unit member is notified. The compensation will continue up to 30 minutes beyond the completion of the duties for which the unit member was called out, or until the member returns to his residence, whichever is first. Where applicable, the travel time shall be paid only if the total work and allowed travel time exceed the minimum call out guarantee. Travel time shall not apply when a unit member is working overtime planned in advance.

- C. A unit member beginning an overtime period within 3 hours or less prior to the regularly scheduled duty reporting time, will be compensated from the time the overtime period begins to the time he is scheduled to report for duty except that a unit member shall not be eligible for additional compensation during that period.
- D. Holdover time, i.e., being held over on shift (no break in duty exceeding 15 minutes) will be compensated for actual time spent in accordance with Section 3-6, subsection C.

### **Section 3-8: Out-of-Rank Pay**

- A. A unit member who is temporarily required to serve in a regular authorized position in a supervisory classification, (e.g., sergeant), shall be compensated at the higher rate of pay in accordance with the following:
- B. To be eligible for the additional compensation, the unit member must first accumulate 10 regular working shifts of assignment in the higher rank within any 12 month period; satisfactory performance during a previous appointment to the higher rank will be credited to the qualifying period. The days of out-of-rank assignment need not necessarily be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. All shifts worked beyond the 10th shift in the supervisory classification will be subject to the higher rate of pay.
- C. Temporary assignments out-of-rank shall be recorded only in full shift units. A unit member working out-of-rank for less than 1 full shift will not be credited with working out-of-rank service time.
- D. To qualify for out-of-rank pay, a unit member must be assuming substantially the full range of duties and responsibilities of the higher level position. Out-of-rank pay is not authorized, for example, if the organization of a work unit is such that each unit member carries on his normal duties during the temporary absence of a supervisor, without a need for the direction which the supervisor would provide on a longer term basis.
- E. Time worked in a higher rank shall not earn credits toward the completion of probationary requirements in the higher rank.

- F. A unit member who has qualified under these provisions shall be compensated at the minimum rate established for the higher rank for all shifts worked beyond the 10th shift served in the higher rank. In the event of overlapping salary ranges, a one-step differential shall be paid for out-of-rank assignments. The higher rate of pay shall be used in computing overtime when authorized overtime is served in out-of-rank work assignments; the overtime rate shall be the rate established by the overtime regulations that apply to the higher rank.

### **Section 3-9: Sick Leave Conversion at Retirement**

Effective at the beginning of the first pay period in July, 1992, the following benefits shall apply:

A. Definitions:

1. Qualifying hours - the minimum number of accrued and unused sick leave credits existing on the last day of service prior to retirement, which are necessary before a unit member can participate in the benefit program.
2. Base number of hours or base hours - the number of hours of accrued and unused sick leave credits which are uncompensated under this Article and above which the City will compensate the unit member.
3. Base hourly wage - the base hourly rate of pay being paid at the time of retirement to the retiring unit member who qualifies for participation in this benefit program.

B. Benefit and Eligibility:

1. A member that has between 1 – 899 hours of sick leave remaining in their sick leave bank at the time of retirement, shall be eligible for payment of 100% their base wage for 50% of their hours accrued.
2. A member who has accumulated a minimum of 900 – 1,285 hours of unused sick leave at the time of retirement, shall be eligible for payment of 100% their base hourly rate for 65% of their remaining sick hours.
3. A member who has accumulated a minimum of 1,286 – 1,713 hours of unused sick leave at the time of retirement, shall be eligible for payment of 100% their base wage for 80% of their remaining sick hours.
4. A member who has accumulated a minimum of 1,714 hours of unused sick leave at the time of retirement, shall be eligible for payment of 100% their base wage for 100% of their remaining sick hours.
5. A unit member who has accrued 1,286 hours or more of unused sick leave may elect to have 150 hours of sick leave paid out at the member's hourly rate in

one lump sum. A unit member may only elect to exercise this benefit 3 times in their career, and not more than 1 time in a fiscal year. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.

6. The payments described in numbers 1 through **5** above are not considered Final Average Salary for purposes of pension calculations
7. Employees who use no sick leave in a calendar year shall have 20 hours of additional sick leave credited to their account for the next year;

Employees who use 2 days or less of sick leave in a calendar year shall have 15 hours of additional sick leave credited to their account for the next year;

Employees who use 4 days or less of sick leave in a calendar year shall have 10 hours of additional sick leave credited to their account for the next year.

C. Administration:

1. At the time of retirement, the City's Employee Benefits Division, or such other individual or agency as the City may designate, shall determine the unit member's eligibility and the amount of unused sick leave to be compensated.
2. The unit member shall verify in writing the computations of the Employee Benefits Division.
3. In the event a unit member's eligibility for participation or the amount of compensation is disputed, then the dispute shall be submitted to the City Auditor for binding resolution.

### **Section 3-10: Sick Leave Payout**

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

### **Section 3-11: Night Shift Differential/Weekend Shift Differential**

- A. A unit member shall receive \$2.00 per hour in addition to his base hourly rate of pay when working a night shift or any portions of a night shift which ends at or after 10:00 PM.
- B. A unit member shall receive night shift pay differential only for hours scheduled and worked, and not while on paid leave time.

- C. A unit member who is called out and works between the hours of 10:00 PM and 6:00 AM will be paid night shift differential for all hours worked at the rate specified in this Article. If a unit member was called out while on a stand-by status, he will not receive night shift differential.
- D. A unit member shall receive \$1.00 per hour in addition to his base hourly rate of pay and any other shift differential or any other premium pay he may be receiving for working a weekend shift. A designated weekend shift is defined as any shift that starts on or after 2:00 PM on Friday, and continuing through any shift that starts on or before, but not after 11:59 PM on Sunday.
  - 1. A unit member shall receive weekend shift pay differential only for hours scheduled and worked, and not while on paid leave.
  - 2. A unit member who is called out and works between 2:00 PM on Friday and 11:59 PM on Sunday will be paid weekend shift differential for all hours worked at the rate specified in this Article. If a unit member was called out while on stand-by status, he will not receive weekend shift differential

### **Section 3-12: Stand-By Pay**

- A. When a unit member is required and assigned to be available for immediate emergency call-out at times that they are not otherwise on duty and the unit member complies with departmental regulations incident thereto, the unit member shall be compensated as follows: \$100.00 on the unit member's non-work day and \$80.00 on a workday.
- B. When management determines it is necessary to provide call-out service, stand-by assignments will be maintained by any detail in the department.

### **Section 3-13: Court Time Standby Pay**

- A. When a unit member receives a subpoena or other notice requiring him to stand-by to appear in court to testify concerning the performance of his official duties at a time other than his regularly scheduled tour of duty, and he was not notified 12 hours or more in advance of the court appearance that he need not stand-by, he shall be entitled to a minimum of 2 hours of pay at 1-1/2 times his base hourly rate of pay for court dockets scheduled before 1200 hours, and an additional minimum of 2 hours of pay at 1-1/2 times his base hourly rate of pay for court dockets scheduled after 1200 hours, for each day the subject court proceeding is in session and the Unit member is subject to call, providing the provisions of subsection B hereof are satisfied. If a unit member is required to remain on stand-by after 1200 hours, the unit member shall receive an additional 1 hour of pay at 1-1/2 times his base hourly rate of pay.

If call-out occurs before the expiration of stand-by pay, then stand-by status shall continue until the occurrence of either (a) the expiration of stand-by pay; or (b)

arrival at the duty location or participation in virtual appearance begin. Call-out pay and stand-by pay shall not be permitted to overlap resulting in the compounding of compensation.

- B. If a unit member fails to exercise his responsibility to contact the appropriate representative of the court or a party 16 hours or less before the time indicated on the subpoena to determine the continued need for him to stand-by, he is not eligible for any stand-by pay.
- C. For the purpose of this Memorandum, subpoena refers to a subpoena duly issued by a court or the Arizona Motor Vehicle Department.
- D. For purposes of this Article the term Court shall be defined as including Federal District Court; Superior Court, State of Arizona; City Court, City of Phoenix, State of Arizona; Municipal Courts in Maricopa County; Justice Court; Federal, State, County Grand Juries; Motor Vehicle Department hearings; Mental Health Court; and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the MOU, Civil Service Board hearings, PERB hearings, and hearings pursuant to the A.R. 2.61 grievance procedure.

### **Section 3-14: Off-Duty Employment**

- A. The Department agrees to maintain a list of unit members who are interested in off-duty work for use in making job referrals, provided the unit member has received prior approval to engage in off-duty employment from the immediate supervisor.
- B. Off-duty employment shall be governed by the rules and regulations of the Phoenix Police Department. Should the Department contemplate any changes in these rules and regulations during the term of this Memorandum, it shall meet and consult with the Association on such changes in the Labor-Management Committee prior to implementation.
- C. The Police Chief agrees to eliminate the limitation of the number of off-duty work hours permitted. However, the Department reserves the right to take appropriate action in the event that a unit member's wellness, welfare, or performance is adversely affected.
- D. A unit member who works off duty in a police function for a City-sponsored event or project, and is paid through City payroll, will be compensated at time and one-half his regular rate of pay for all time worked.

### **Section 3-15: Jury Duty**

When a unit member is called upon to serve as a juror in any court action, he will be allowed leave from his duties without loss of pay for the time required for his service.

### **Section 3-16: Deferred Compensation and Defined Contribution Plans**

- A. The City's contribution to DCP will continue at ~~2.56%~~ 5.00%.
- B. At the employee's separation, for either retirement or exiting the Deferred Retirement Options Program, the employee's sick leave payout amounts will be automatically contributed into the City's 401(a) plan. Any excess amount over the Internal Revenue Code 401(a) plan contribution maximum limits will be automatically contributed into the City's 457(b) plan. Any portion of the excess amount that cannot be contributed to the 457(b) plan because of Internal Revenue Code 457(b) plan contribution maximum limits will be paid as taxable income. The 401(a) Plan document as approved by the Deferred Compensation Board will be the governing document.
- C. After the City receives official Internal Revenue Service approval and a private letter ruling regarding the City's 401(a) plan, the parties agree to schedule a meeting to discuss a possible change in the distribution of the current benefit between the 457(b) and 401(a) plans. Any agreement will be conditional on Deferred Compensation Board approval.

### **Section 3-17: Non-Direct Payment of Compensation or Benefits**

Various sections of this Memorandum contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit member have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, etc.

### **Section 3-18: Drug Recognition Expert Premium Pay**

Department qualified/certified Drug Recognition Experts (DRE) who are current in all training and requirements set forth in police, and have completed all necessary training, shall be paid a premium of \$15.00 per hour, calculated to the nearest ¼ hour, in addition to their base hourly rate, for each hour they are engaged in DRE activities.

### **Section 3-19: Phlebotomist Premium Pay**

Department qualified/certified phlebotomists who are current in all training and requirements set forth in police, and have completed all necessary training, shall be paid a premium of \$15.00 per hour, calculated to the nearest ¼ hour, in addition to their base hourly rate, for each hour they are engaged in phlebotomy activities.

### **Section 3-20: Market Adjustment**

Human Resources will finalize a Compensation Survey no later than August 1<sup>st</sup> of each year that compares total cash compensation for Phoenix police officers to the cities of Chandler, Gilbert, Glendale, Mesa, Peoria, Scottsdale, Surprise, Tempe, and DPS.

At the conclusion of the compensation survey, all the cities will be ranked in numerical order based on total cash compensation with the highest ranked at number 1. If the total cash compensation for Phoenix police officers is less than number 1 or number 1 but less than 10% more than the number 2 department, then the unit members wages, will be adjusted to obtain the number 1 position by at least 10%.

Any time an adjustment is made to the maximum pay range for the officer position pursuant to this section, the minimum pay range for the position shall be adjusted by the same percentage increase.

Any wage increase will become effective on the first day of the next full pay period after the survey data has been accepted and signed by the Association.

For the purpose of this section, Total Cash Compensation is meaning the following:

- The maximum annualized base wages for an individual officer at the top of the pay range (i.e, maximum hourly rate x 2,080); and
- The annual amount received as longevity pay, or equivalent, by an individual officer at the top of the officer pay range.

### **3-21: Patrol Longevity Pay**

Police Officers assigned to patrol duties will be eligible for patrol longevity pay, based upon the top pay step of the classification currently held by the unit member receiving the longevity, in accordance with the following schedule. Effective the first pay period following July 1, 2024:

<u>Longevity</u>	<u>Percentage</u>
Completion of 7 years of Patrol service	2%
Completion of 10 years of Patrol service	6%
Completion of 15 years of Patrol service	11%
Completion of 20 years of Patrol service	12%

Completion of 25 years of Patrol service	14%
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Completion of 30 years of Patrol service	16%
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Patrol longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. To determine eligibility for patrol longevity premiums, service shall be limited to continuous time served in good standing as a uniformed member of the Phoenix Police Department.

A Patrol Officer is defined as an officer whose primary function is to answer calls for service that are dispatched by dispatchers within the Communication Bureau. Patrol Specialty are not classified as Patrol Division officers for the purpose of this definition.

### **Section 3-22: Detective Pay Incentive:**

Detectives who are in a position that requires them to maintain a case load and respond to call out will receive an additional 5% of their base hourly rate of pay.

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

### **Section 4-1: Work Schedules**

- A. The regular duty hours for a unit member shall be 5 consecutive shifts of 8 hours in a 7 calendar day work week. These 5 consecutive shifts will be preceded and followed by 2 "N" days. If, by reason of transfer, a unit member's "N" days are changed, the provisions of this section pertaining to "N" days shall not apply. The 8 duty hours per shift shall be consecutive and may include any "briefing time" and shall include a meal period of 30 minutes. When work demands permit, with a supervisor's approval, a unit member may combine this 30 minute meal period with one of his 15 minute rest periods described under Subsection D of this Article to achieve a 45 minute meal period. This shall also apply to a unit member working a 4/10 schedule. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum 7 day advance written notice when his "N" days or hours will be changed. If this (7 day written notice is not given, and there is no operational need for not providing the notice, the "N" days or hours change will be rescheduled to allow for a 7 day notice period.
- B. If a 10 hour, 4 day work week is implemented; the regular duty hours for an affected unit member shall be 4 consecutive shifts of 10 hours in a 7 calendar day work week. These 4 consecutive shifts will be preceded and followed by 3 "N" days. If, by reason of transfer, a unit member's "N" days are changed, the provisions of this Subsection pertaining to "N" days shall not apply. The 10 duty hours per shift shall be consecutive and may include any "briefing time" and shall include a meal period

of 30 minutes. At times, the department may have operational needs which necessitate a change in current work schedules. The department shall give a unit member a minimum 7 day advance written notice when his "N" days or hours will be changed. If this 7 day written notice is not given, and there is no operational need for not providing the notice, the "N" days or hours change will be rescheduled to allow for a 7 day notice period.

- C. All unit four members assigned to patrol squads with beat responsibility ~~only will~~ will only work the work schedule defined in subsection B of this section (4/10's) through June 30, 2024.
- D. If a unit member's normal duty hours are changed with less than 7 days' notice, then the unit member is entitled to premium pay.

If a unit member's normal "N" days are changed, then the unit member is entitled to premium pay.

"Premium Pay" is calculated as follows:

- For a unit member assigned to a 5/8's schedule:
  - A change in normal duty hours: 2 hours at their base hourly rate of pay.
  - One "N" day change: 4 hours at their regular rate of pay.
  - Two "N" days changed: 20 hours at their regular rate of pay.
- For a unit member assigned to a 4/10's schedule:
  - A change in normal duty hours: 2.5 hours at their base hourly rate of pay.
  - One "N" day change: 5 hours at their regular rate of pay.
  - Two "N" days changed: 10 hours at their regular rate of pay.
  - Three "N" days changed: 20 hours at their regular rate of pay.

Subject to the discretion of the Chief, or designee, official mobilization as defined in Operations Order 9.1 is exempt from this section.

A unit member, who requests a change in work schedules, will not receive premium pay since the request is not a department directed change.

This section does not apply to the 30 hour or more block of annual module training.

A unit member is not eligible to receive both premium pay and overtime for the same hours.

- E. When used in the context of this Article, "Operational Needs" will be defined as: Service demands or other required actions performed to accomplish the mission of the department. These actions may be routine (anticipated) or emergency (unanticipated). For routine operational actions, a seven-day written notice will be given to change schedules. For emergency operational actions, unit members will be provided with as much advance notice and information as the situation will allow.

- F. In addition to all duties as assigned by the Police Chief or his designees, work hours shall continue to include 2 15 minute rest periods as work demands allow.
- G. There shall be a minimum of 15 hours off between shifts, 13 hours for a unit member working a 4/10 schedule. If this is not possible, the unit member shall receive overtime compensation at his regular rate of pay for each full hour worked within the described 15 hour period, 13 hour period for a unit member working a 4/10 schedule. A unit member assigned to a specialty bureau may sign individual statements waiving the provisions of this section. Signed waivers shall continue in effect per fiscal year.

This section does not apply to mandatory training conducted by the Advanced Training Detail when a member is given 30 days written notice of the required training. The intent is not for supervisors to work employees on a double shift. Employees' chain of command will ensure employee's shift prior to training is adjusted to afford 13/15 hours off before reporting to training.

- H. A unit member will be permitted to take the meal period at a location within the squad/team area, or if no suitable eating location is available, then with the approval of the designated supervisor, at a location outside the squad/team area. A meal period may be taken at a private residence, with supervisory approval, provided such residence is within the unit member's beat area.
- I. A unit member may return to his work station 20 minutes before his scheduled end of shift if work demands permit for the purpose of completing required paperwork, notifying oncoming unit members of any beat conditions, and to notify his supervisor of any unusual occurrences he encountered during his shift.
- J. A unit member assigned to the Canine Detail shall be allowed 4 hours of paid time per work week to care for his police dog at his residence. The City will determine when and how the hours will be scheduled.
- K. A unit member may waive the provision of section A and B of this section to facilitate an alternative work schedule upon written agreement of both the Association and the Department.
- L. "On duty" training will be approved at the Division Chief level.

#### **Section 4-2: Seniority**

- A. The City shall provide the Association with a list of unit members showing each unit member's City employment date and class employment date.
- B. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.

- C. Seniority shall be used as a factor consistent with established Civil Service procedures in choice of work assignments, vacation schedules and in the determination of layoffs.

#### **Section 4-3: Minimum Staffing:**

Patrol Officer Coverage – Minimum staffing levels will be maintained at seventy-five percent (75%) of maximum squad size. If Unit Members are required to work without minimum squad coverage, the Unit Members will be paid 2-1/2 times the base hourly rate of pay calculated to the nearest ¼ hour until the squad minimum is achieved.

#### **Section 4-4: No Cost Parking:**

Unit members will not be required to pay for parking at their assigned work locations.

## **ARTICLE 5: Benefits**

#### **Section 5-1: Health Insurance**

- A. The City and Association agree to maintain the current 80/20 split for health insurance monthly contribution for the single and family coverage. If there is a rate increase or decrease, the city will pay 80% of the new monthly contribution and the employee will pay 20%.
- B. If there is a substantive change in the City's Health Insurance Plan design, the Labor Relations Administrator will discuss such change with the Association.
- C. In the event of the death of a unit member while on duty or while performing a police function as determined by the City, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. Should the surviving spouse remarry, the benefits of this provision shall be discontinued for the spouse. Benefits for remaining eligible dependents, e.g. children, step children, or adopted children, will remain in effect as federal law prescribes.

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

- D. In the event Congress or the State of Arizona passes legislation which considers the amount the City contributes to health or dental insurance as imputed income, then the City will consider such contributions as income to the employee.

## **Section 5-2: Retiree Health Insurance**

- A. Upon retirement of a unit member, or bargaining unit member who retired on August 1, 1992 or later, the City's contribution to health care premiums will be calculated without regard to age.
- B. In no event will the combination of this contribution and the amount paid by the PSPRS (Public Safety Personnel Retirement System) exceed the monthly premium for the chosen health insurance benefit.
- C. The City of Phoenix agrees to participate in the Post Employee Health Plan (PEHP) for unit members in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The Employer agrees to contribute to the Plan on behalf of unit members:

Effective July 1, 2017, the Employer shall contribute for each unit member the amount of \$6.00 per pay period. If any contribution is an amount other than an equal dollar amount per unit member, that contribution shall be deposited in the unit member's Health Insurance Premium Reimbursement sub-account, otherwise the Employer's equal dollar amount contribution per unit member shall be deposited into the unit member's Universal Health Care Reimbursement sub-account pursuant to the terms and conditions of the Plan.

- D. A unit member who completes 20 years of service with the City of Phoenix, the last 10 consecutive, and retires, will be eligible to stay on the city's medical plans at the active employee rate until reaching Medicare eligibility. At such time, the city's medical plans will become secondary to Medicare at a reduced premium.

## **Section 5-3: Dental Insurance**

- A. The City shall pay the full premium costs for single coverage for employees enrolled in the base HMO or PPO plan. and 75% of the premium costs for family coverage for a City dental plan.
- B. The plan shall consist of 80% payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of \$4,000 per person. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. Enrollment in prior City of Phoenix dental plans counts toward major services time limit exclusions.

#### **Section 5-4: Life Insurance**

- A. The City will continue the existing off-the-job and on-the-job life and dismemberment insurance coverage, and will continue the face value of the policy at \$15,000. The City will continue the current policy for death in the line of duty at \$100,000.00.
- B. Effective August 1, 2001, the City will increase the \$35,000.00 line of duty life and dismemberment insurance coverage to each unit member to \$100,000.00.
- C. Additionally, the City will provide to each unit member a \$200,000 death benefit covering the unit member's commute to and from his city work location. This policy will be consistent with the policy negotiated in 1997 with CIGNA Group Insurance and will cover the unit member's commute for up to two hours before his shift begins and two hours after his shift concludes. The Association will only pay the cost of this benefit the first year of the MOU.

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

- A. The City will offer a long-term disability benefit for all full-time, regular unit members pursuant to A.R. 2.323 as may be amended (providing that such amendments shall not be in conflict with the MOU). Employees who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible for long-term disability coverage. Applicants must apply for benefits they may be eligible to receive. After an established 90 calendar day qualifying period, the plan will provide up to 66-2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age 75 for employees who have been employed full-time for 36 months and one day. Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long term disability benefit for no more than 30 months.
- B. This benefit will be coordinated with sick leave, industrial insurance payments, social security benefits, unemployment insurance and disability provisions of the retirement plan.

#### **Section 5-6: Holidays and Vacation Leave**

A unit member shall be entitled to holiday benefits as set forth in Paragraph 2 of Operations Order No. 3.6, including overtime compensation for hours assigned and worked on a specified holiday in accordance with and subject to Article 3, Section 3-6, Overtime.

- A. The compensation of a unit member who ~~actually~~ works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to & 10 excluding overtime pay.

B. A unit member who is not scheduled to work on a designated holiday will still be compensated for 8 10 hours pay or compensatory time for each holiday.

C. Paid holidays shall include:

New Year's Day  
Martin Luther King, Jr's Birthday  
President's Day  
Caesar Chavez Birthday  
Memorial Day  
Juneteenth Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
Two Personal Leave Days\* & \*\*

\* After 6 months of continuous service.

\*\* Personal leave will be a total of 20 hours for all unit members.

Subject to operational and scheduling factors, a unit member's personal leave days shall be taken each calendar year on any day of the unit member's choosing.

D. For a unit member participating in the 4/10 schedule, holiday pay shall be applied as follows:

1. When a designated paid holiday falls on a unit member's scheduled day off, the unit member shall be paid 8 hours of holiday pay.
2. When a designated paid holiday falls on a unit member's normally scheduled work day and the unit member is directed to not work that day, the unit member shall be paid for 8 hours of holiday pay. The additional 2 hours necessary to receive 10 hours of pay will be deducted at the unit member's discretion as either non-paid time, accumulated vacation or compensatory time. If a unit member has no accumulated vacation or compensatory time, the unit member will receive only 8 hours of pay. Alternatively, the unit member may work for 2 hours on the holiday, paid at straight time, performing tasks at the direction of a supervisor. The compensation of a unit member who actually works on a day designated as a holiday shall include, in addition to his regular day's pay, additional pay or compensatory time for hours worked up to 8 hours, excluding overtime pay.

E. A unit member will continue to receive holiday pay while on industrial leave.

- F. Holidays shall be observed on the calendar days on which they fall for unit members directly involved in providing continuous 24-hour or seven-day service operations.
- G. The City agrees to maintain its present vacation selection procedure and, to every extent practicable, allow a transferred unit member to maintain his previous vacation schedule.
- H. A unit member who works a schedule at full time 52 weeks of the year shall be credited with vacation credits for every completed calendar month of paid service according to the following schedule:
1. Through 5 years of service 8 hrs. per month
  2. 6th through 10th year of service 10 hrs. per month
  3. 11th through 15th year of service 11 hrs. per month
  4. 16th through 20th year of service 13 hrs. per month
  5. 21st year of service and thereafter 15 hrs. per month
- I. Unit members who have accrued 312 hours or more of vacation, may elect to have 150 hours of vacation leave paid out at the member's hourly rate in one lump sum or converted into their comp bank. The member may only elect to exercise this benefit 4 times in their career, and not more than 1 time in a fiscal year. This payment is not considered Final Average Salary for purposes of pension calculations. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.

Additionally, 80 hours of vacation time can be accumulated above the maximum vacation carryover into the last 3 years of service. These hours must be used as paid time off prior to retirement.

- J. **Vacation accrual, carryover and compensation at separation is as follows:**

YEARS OF SERVICE	MONTHLY ACCRUAL RATE (HOURS)	MAXIMUM CARRYOVER (HOURS)	MAX ACCRUAL THAT CAN BE COMPENSATED AT SEPARATION (HOURS)
0 – 5 <sup>th</sup>	8	312	392
6 <sup>th</sup> - 10 <sup>th</sup>	10	360	440
11 <sup>th</sup> - 15 <sup>th</sup>	11	384	464
16 <sup>th</sup> - 20 <sup>th</sup>	13**	432	512
21 <sup>st</sup> +	15**	490	570

\*\* In the last three years of service an additional 80 hours may be carried over into a new calendar year.

~~During the 2021-2023 MOU, a workgroup will be formed with participants from City management and include a leader from PLEA 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 2021-2023 MOU.~~

- K. For the purposes of determining monthly vacation Accrual rates for a unit member who had a break in service, if the unit member was reemployed within 5 years, the amount of time the person is gone is subtracted from his previous service, thereby giving the unit member a new accrual service date.
- L. A unit member may sell back up to **80** hours of vacation time each calendar year (unit member must use a minimum of 40 hours of vacation/comp-time leave during the calendar year to qualify for this benefit). This payment shall be made on the first payday of December of each year, and shall be included in the unit member's regular, bi-weekly paycheck.

#### **Section 5-7: Out-of-State Vacation Recall**

When a unit member is temporarily recalled to duty from out-of-state while on an authorized vacation by order of the Police Chief, or designee, he shall be reimbursed for necessary and provable transportation expenses as determined by the Police Chief.

#### **Section 5-8: Military Leave**

- A. Definition
  - 1. Pursuant to ARS 26-168 and ARS 38-610, employees who are members of the Arizona National Guard or the Reserves of the United States Armed Forces, will be entitled to a leave of absence from their duties for a period not to exceed 30 days when they are engaged in ordered annual training or to attend camps, maneuvers, formations, or drills under orders of any branch, including the reserve or auxiliary.
  - 2. This leave will be granted without loss of pay or other employment rights.
- B. Leave Guidelines
  - 1. National Guard and Military Reserve leave time will be calculated using working days.
  - 2. Employees will not be charged with military leave time for days that fall on their regularly scheduled days off.

3. Leave days do not have to be taken consecutively, the only limitation is the 300-hour maximum in any two consecutive military fiscal years (October 1 through September 30).
4. Travel time will not be allowed in addition to inclusive dates shown on requests.
5. A copy of the Military Orders will accompany leave requests.

## **Section 5-9: Uniform, Clothing and Equipment Allowance**

### **A. Department-issued equipment, as follows:**

1. The Police Department will furnish to each unit member entering the department the following:
  - 1 Uniform Belt
  - 1 Handcuff Case
  - 1 Holster
  - 1 Helmet
  - 1 Magazine Pouch
  - 1 Service Weapon
  - 1 Pepper Spray Holder
  - 1 Pepper Spray Canister
  - 1 Pair of Handcuffs and Key
  - 1 Uniform Breast Badge
  - 1 Flat Badge with Case
  - 1 (pair) Puncture resistant gloves

The department also agrees to provide spit masks on a continuous basis.

### **2. Pilot's equipment list as follows:**

The Police Department will furnish the following to each unit member assigned to the Air Support Detail:

- 2 Nomex (or equivalent in quality) Flight Suits
- 1 Flight Helmet
- 1 Standard Headset

3. The Department shall replace those items as they, in the judgment of the Department, become unserviceable due to wear or damage in the course and scope of official duties.

### **B. A unit member will receive \$1,150 clothing allowance per annum. Barring unforeseen circumstances, payment for uniform allowance will be made on or before August 1 of each fiscal year. Such payment will be made to cover the cost of uniforms, maintenance, cleaning of such uniforms, and for other duty-related**

expenses and for the unit member to provide a required flashlight and fresh batteries.

- C. A new unit member will receive an initial fiscal year uniform allowance equal to 1/12 of the annual allowance per month from the first day of the month of his employment through the end of the fiscal year. This payment will be made in a lump sum during the first 60 days of employment.
- D. A unit member who leaves City Employment shall repay to the City the uniform allowance equal to 1/12 of the annual allowance per month for each month remaining in the fiscal year after the last day of the month in which separation occurs, provided, however, that a unit member who retires will not be required to repay any uniform allowance. In addition, the family or beneficiary of a unit member who dies while in the employment of the City shall not have to pay back any uniform allowance.
- E. A unit member who has been on extended leave (paid or unpaid), excluding industrial leave, sick leave, or military leave of 2 months or longer, shall have the next annual uniform allowance reduced by 1/12 of the annual allowance for each month of extended leave.
- F.
  - 1. On or before August 1 of each fiscal year, a unit member assigned to the following details/squads/units will, in addition to his annual clothing allowance, be provided a one-time payment per the following schedule upon initial transfer to that assignment.

Canine	<del>\$320</del> \$500
SAU (Tactical)	<del>\$320</del> \$500
Air Unit	<del>\$320</del> \$500
Solo Motor	<del>\$320</del> \$500
TRU***	<del>\$320</del> \$500
Detectives*	<del>\$320</del> \$500
Bike Officers**	<del>\$320</del> \$500
Honor Guard	<del>\$320</del> \$500
SAU Negotiators	<del>\$320</del> \$500
Drone Pilots	<del>\$320</del> \$500
Firearms Training Detail	<del>\$320</del> \$500

\* Detective is defined as a certified detective who is in a detective or investigative assignment or an assignment that normally requires the unit member to wear civilian business clothes.

\*\* Bicycles will be furnished by the City. To be eligible for the one-time payment of ~~\$320~~ \$500, a bicycle officer must successfully complete the 40-hour bicycle certification class and be assigned to NET, DOU, CAO, the airport, or a School Resources Assignment, or any designated bike squad approved by the Police Chief (i.e. the Desert Horizon Precinct Bike Squad).

2. A unit member assigned to the following details/squads/units will receive, on or before August 1 of each fiscal year, in addition to his initial uniform allowances described in section F1 above, an annual maintenance allowance per the following schedule:

Canine	<del>320</del> \$500
SAU (Tactical)	<del>320</del> \$500
Air Unit	<del>320</del> \$500
Solo Motor	<del>320</del> \$500
Detectives	<del>320</del> \$500
TRU***	<del>320</del> \$500
Bike Officers**	<del>320</del> \$500
Honor Guard	<del>320</del> \$500
Firearms Training Detail	<del>320</del> \$500

The provisions of Subsection D of this Section shall apply to this Subsection.

\*\* To be eligible for the one-time payment of ~~\$320~~ 500, a bicycle officer must successfully complete the 40-hour bicycle certification class and be assigned to NET, DOU, CAO, the airport, or a School Resources Assignment, or any designated bike squad approved by the Police Chief (i.e. the Desert Horizon Precinct Bike Squad). All bicycle officers, assigned to one of the details above, who do not ride during the course of their regular duties, will be required to work at a minimum, one shift every fiscal year with DOU, during a regular shift or a special event, utilizing Department issued bicycles. This event will be coordinated with DOU command staff and the affected units' command. Proper notice of schedule change will occur of the shift is outside of the unit members normal work hours.

\*\*\* TRU is defined as an officer who has completed the annual TRU certification course and is assigned to a TRU response/support squad. The Unit member must attend annual training and maintain certification to be eligible for allowances.

G.

1. A unit member who purchases a new ballistic vest shall, upon showing proof of purchase, be reimbursed an amount up to, but not exceeding, \$1,000.
2. At the time of the purchase, the member can utilize the remainder of stipend to purchase department authorized armor plates.
3. Upon replacement of his ballistic vest, a unit member shall be entitled to the above \$1,000 reimbursement every 5 years.

H.

1. The City agrees to reimburse a unit member for the repair or replacement of uniform items and for other personal property damaged in the course of

employment and performance of their assigned duties without fault or negligence on the part of the unit member, other than normal wear and tear in accordance with the schedule of items and maximum amounts authorized for reimbursement outlined below:

Business Suit	\$250 \$500
Business Dress	\$100 \$200
Sport Coat	\$150 \$300
Dress Shirt	\$50 \$100
Dress Trousers	\$75 \$150
Dress Skirt	\$75 \$150
All Shoes	\$100 \$200
Uniform Boots	ALL
Motorcycle Boots	ALL
Motorcycle Gloves	\$100 \$200
Glasses and contacts RX	ALL
Sunglasses -non-RX	\$80 \$160
Watches	\$80 \$160
Jewelry	\$75 \$150
Police Uniform Trousers	ALL
Police Motorcycle Breeches	ALL
Police Uniform Shirt	ALL
Police Jacket	ALL
Police Motorcycle Jacket	ALL
Flashlight	\$100 \$200
Ballistic Vest	ALL
Service Weapon and (up to cost of City weapon) authorized attached accessories	

2. Reimbursements for full, 3/4, 1/2, 1/4, value are based on the supervisor's evaluation and recommendations of the article's condition and age. Items not listed above are not covered by the policy.
  3. The option to repair or replace damaged items, and to determine whether replaced property will be returned to unit member, rests with the City.
  4. The provisions of this policy shall not apply if the unit member has concealed or misrepresented any material fact or circumstances concerning the subject of the loss, his interests therein, or in the case of any fraud or false statements by the unit member relating thereto.
- I. Upon duty related retirement, the City will provide the retiring member a Retired Police Officer's Commission Card similar in appearance to the regular Commission Card.
  - J. Upon retirement, with Chief approval, a unit member will receive his breast badge mounted on a plaque, a retired flat badge and case, handcuffs, and his fully functional department-issued service weapon, including all 3 duty magazines, for

\$1.00. If the unit member dies in the line of duty or while employed by the department, the unit member's spouse or an adult survivor may elect to receive these items, except for the flat badge and case, for \$1.00 which will be paid by PLEA. The unit member's spouse or adult survivor will have the option of receiving the service weapon in a fully functional condition, or may request the unit member's service weapon be disabled and mounted in a shadow box, or may decline receiving the service weapon. The choice will be made in writing. PLEA will provide a gun safety device, upon request by the unit member.

K. A unit member assigned to the Canine Detail will have the option of purchasing his dog as follows:

1. If both the police dog and the unit member have been in the Canine Detail in excess of 5 years, at retirement the unit member may purchase his dog for \$1.00.
2. If both the police dog and the unit member have been in the Canine Detail in excess of 5 years and the unit member leaves other than for retirement, the decision to allow the purchase of his dog will be made on a case by case basis and this decision will not be arbitrary.

L. Unit members who are assigned a rifle or shotgun, currently qualified, and assigned to patrol or a patrol specialty unit, Downtown Operations Unit, and Airport Bureau will receive a stipend to offset costs of any Department authorized equipment already purchased, that assists them with deployment and utilization of their rifle or shotgun as follows:

- Eligible employees will be able to submit a memo with attached receipts for new and/or replacement rifle or shotgun related equipment up to a limit of \$500 every 5 years.

Members will accumulate receipts for newly purchased equipment and will make one submission to fiscal for reimbursement.

## **Section 5-10: Reimbursement for Education Expenses**

A. A unit member who participates in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:

1. For the 2021-2023 fiscal years, an employee may submit tuition expenses incurred in the prior fiscal year such that the maximum total reimbursed does not exceed \$13,000 across any two-year period.
2. To be eligible for any reimbursement, a unit member must have successfully completed academic or training courses approved by the Police Chief and the Human Resources Director as provided in existing regulations.

3. Unit members shall be allowed to use up to \$500.00 of their reimbursement benefit for job-related seminars, workshops, and professional memberships each fiscal year.

### **Section 5-11: Leave of Absence**

Subject to development of administrative controls, a unit member who has no other accumulative paid leave may use up to 10 hours per year of accumulated sick leave for non-emergency home care or medical treatment for a member of the unit member's immediate family subject to operational and scheduling factors. When utilizing this benefit, the member shall identify the use of such time as non-emergency family illness. Such leave request shall not be unreasonably withheld.

### **Section 5-12: Workers' Compensation**

- A. Employees shall continue to receive 100% of their current rate of pay while off-duty due to an industrial injury based on current practice which is a maximum of 1 year per injury, thereafter the rate becomes 66-2/3%.
- B. Should the Association believe that a dispute in jurisdiction is unduly delaying a Workers' Compensation claim, or if the Association believes the City needs to provide greater assistance to an employee trying to reopen an old claim, the Association may request a meeting with City Workers' Compensation staff (provided the involved employee signs a release to do so) and such meeting will be scheduled within 14 calendar days.
- C. The City will first attempt to use physicians from specialty lists created by City of Phoenix Pension Boards for Independent Medical Examinations for employees in Unit 4.
- D. Family and Medical Leave Act (FMLA) leave shall not run concurrent with leave paid as industrial injury/illness (e.g. Workers' Compensation).

## **ARTICLE 6: Miscellaneous**

### **Section 6-1: Saving Clause**

- A. If any Article or Section of this Memorandum should be held invalid by operation of law or by a final non-appealable order of the Phoenix Employment Relations Board or a final judgment of any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final order or decree, the parties, upon request of either of them,

shall meet and confer to endeavor to agree on a substitute provision or that such a substitute provision is not indicated.

- B. It is recognized by the parties that currently the provisions of the Fair Labor Standards Act are applicable to certain of the wage and premium pay provisions of this Memorandum of Understanding (MOU) and that this MOU shall be administered in compliance with the Act for so long as the Act is applicable.
- C. It is recognized by the parties that currently the provisions of the Americans with Disabilities Act are applicable to certain of the provisions of this Memorandum of Understanding (MOU) and that this MOU shall be administered in compliance with the Act for so long as the Act is applicable.

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

Within 60 days from the date that this Memorandum is adopted by the City Council, the Association will arrange for printing of it for furnishing one to every unit member, unit supervisor and to management personnel. The cost of such duplication and distribution will be borne equally by the Association and the City. Printing vendors secured by the Association shall comply with Chapter 18, Articles IV (City Construction Contractors' Affirmative Action Requirements) and V (Supplier's and Lessee's Affirmative Action Requirements), Phoenix City Code.

## **Section 6-3: Aid to Construction of Provisions of Memorandum of Understanding**

- A. It is intended by the parties hereto that the provisions of this Memorandum shall be in harmony with the rights, duties, obligations and responsibilities which by law devolve upon the City Council, City Manager, Police Chief, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.
- B. The Association recognizes the powers, duties and responsibilities of the Police Chief as set forth in the Charter and Ordinances and that pursuant thereto the Police Chief has the authority to establish rules and regulations applicable to the operation of the Police Department and to the conduct of the police officers employed therein, subject to the express provisions of this Memorandum.
- C. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Association having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the Police Chief, the City Council or the City Manager. This section shall not be construed to limit free and informal discussions under, Section 2-2 hereof.

#### **Section 6-4: Changes in Department Operations Orders Pursuant to this Memorandum**

- A. Within 60 days from the date this Memorandum is adopted by the City Council, the Department shall provide electronic copies of those Department and Operations Orders reflecting changes pursuant to this Memorandum. Copies of such changes shall be available to each unit member on or about July 1 of each fiscal year or as soon thereafter as possible.
- B. During the preparation of changes to the Department's Operations Orders, and precinct/bureaus manuals, drafts of the proposed changes will be staffed out to the Association.

#### **Section 6-5: Physical Fitness**

- A. It is recognized by the parties that it is the responsibility of a unit member at all times to make every effort to maintain his physical condition so as to be fully fit to perform his duties with maximum effectiveness.

To assist a unit member in this respect, the City agrees to provide and maintain exercise equipment for each precinct station, Deer Valley, Resource Bureaus, Police Headquarters, and at the Training Academy.

- B. The City will provide required FAA physicals to pilots assigned to the Air Support Unit.
- C. If a unit member, while carrying out his official duties is exposed to an infectious disease/virus, the City agrees to pay the expenses for inoculation of the member.
- D. Unit members are allowed to work out on their "Code 7" at Police Department facilities. Unit members are required to remain in workpants/boots. Employees who work out on their "Code 7":
  - Must adhere to Operations Order 4.1 (Meals and Breaks);
  - Must submit a workout memo through the Chain of Command to the Department Fitness Coordinator;
  - Adhere to Operations Order 3.7 (Industrial Injuries);
  - Must limit their activity to Strength Training/Cardio Training;
  - May not work out on their "Code 7" during overtime shifts; and,
  - May not work out during the last 2 hours of their duty shift, unless approved by their supervisor.

Program viability will be reviewed annually by the Police Chief.

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

- A. This Memorandum shall remain in full force and effect beginning with the first regular pay period commencing in July ~~2023~~ 2024, up to the beginning of the first regular pay period commencing in July 2024 2025.
- B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof. This paragraph is not intended to preclude informal discussions under Article 2, section 2-2 hereof.
- C. The provisions of this Memorandum shall be subject to Federal, State, Charter, and existing local laws that vest jurisdiction and authority in the City Council, Phoenix Employment Relations Board, and Phoenix Civil Service Board.
- D. This Memorandum constitutes the total and entire agreements between the parties and no past written or verbal statement/agreements shall supersede any of its provisions.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_ of May, 2023.

\_\_\_\_\_  
Darrell Kriplean, President, Phoenix Law Enforcement Association (PLEA)

\_\_\_\_\_  
Jason Perkiser, Assistant Human Resources Director/Labor Relations, City of Phoenix

\_\_\_\_\_  
Jeff Barton, City Manager, City of Phoenix

ATTEST:

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

APPROVED AS TO FORM:

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

**PLEA Team:**

Darrell Kriplean, President  
Yvette Bro, Vice-President  
John Maxwell  
~~Michael Thomas~~  
~~Santos Robles~~  
Justin Hernandez  
~~Dan Grant~~

**City of Phoenix Team:**

Jason Perkiser, Assistant HR Director, Labor Relations  
Charmane Osborn, Assistant Police Chief  
Sean Kennedy, Assistant Police Chief  
Dennis Orender, Commander  
Warren Brewer, Commander  
Tobin Daily, Public Safety HR Liaison  
Mark Bizik, Management Assistant II (Coordinator)  
Danielle Vermeer, Management Intern (Scribe)

## **ATTACHMENT A**

### **DRUG TESTING**

The Phoenix Police Department's Operations Order 3.21, Controlled Substance Screening policy, is added to this Memorandum as Attachment B.

## ATTACHMENT B

### RETIREE HEALTH CONTRIBUTION

#### City of Phoenix

The City shall provide Basic Medical Reimbursement Plan (MERP) benefits to MERP eligible unit retirees and to unit members who are hired before August 1, 2007 and are eligible to retire no later than August 1, 2022 (the date of an individual's retirement eligibility was determined on August 1, 2007), at the monthly amounts based on years of service listed below:

5 to 14 years of service	\$135.00
15 to 24 years of service	\$168.00
25 or more years of service	\$202.00

Unit employees hired on or after August 1, 2007, regardless of years of service, may qualify for a Post Employment Health Plan (PEHP) account.

#### Public Safety Personnel Retirement System (These benefits are not under City of Phoenix control)\*

Retiree only not on Medicare	\$150.00
Retiree & family not on Medicare	\$260.00
Retiree only on Medicare	\$100.00
Retiree - one with Medicare	\$215.00
Retiree - all on Medicare	\$170.00

\*Rates shown are for the 2012 calendar year. For current rates, see <http://www.psprs.com/>

# ATTACHMENT C

## Unit 4 – Police Officers WAGES

### Police Officer, Job Code 62210

Effective July 10, 2023			
STEP	HOURLY	BI-WEEKLY	ANNUAL
1	35.75	2,860.00	74,360
2	37.44	2,995.20	77,875
3	39.22	3,137.60	81,578
4	41.09	3,287.20	85,467
5	43.04	3,443.20	89,523
6	45.08	3,606.40	93,766
7	47.23	3,778.40	98,238
8	49.48	3,958.40	102,918
9	51.84	4,147.20	107,827

### Police Officer\*Pilot, Job Code 62211

Effective July 10, 2023			
STEP	HOURLY	BI-WEEKLY	ANNUAL
1	49.02	3,921.60	101,962
2	51.35	4,108.00	106,808
3	53.79	4,303.20	111,883

### Police Officer\*Rescue Pilot, Job Code 62212

Effective July 10, 2023			
STEP	HOURLY	BI-WEEKLY	ANNUAL
1	50.83	4,066.40	105,726
2	53.26	4,260.80	110,781
3	55.79	4,463.20	116,043

### Police Officer\*Flight Instr, Job Code 62213

Effective July 10, 2023			
STEP	HOURLY	BI-WEEKLY	ANNUAL
1	52.76	4,220.80	109,741
2	55.26	4,420.80	114,941
3	57.88	4,630.40	120,390

### Police Officer\*Chief Pilot, Job Code 62214

Effective July 10, 2023			
STEP	HOURLY	BI-WEEKLY	ANNUAL
1	54.69	4,375.20	113,755
2	57.28	4,582.40	119,142
3	60.01	4,800.80	124,821

# MEMORANDUM OF UNDERSTANDING

Proposal from Local 493  
for 2024 - 2026

CITY OF PHOENIX

AND

PHOENIX FIRE FIGHTERS' ASSOCIATION

LOCAL 493

REPRESENTING UNIT 5 EMPLOYEES

CITY CLERK DEPT.  
2023 DEC -1 PM 1:02

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## **PREAMBLE**

WHEREAS, the parties, through their designated representatives, met and conferred in good faith pursuant to Ordinance G-3303 in order to reach agreement concerning wages, hours, and working conditions of employees comprising the Fire Fighter Unit, and,

WHEREAS, the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or ordinances of the City of Phoenix except as expressly and lawfully limited herein,

NOW, THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Phoenix with their joint recommendation that body resolve to adopt its terms and take such other action as may be necessary to implement its provisions.

## **Article 1: Rights**

### **Section 1-1. Gender**

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 1-2. City and Department Rights**

- A. The Union recognizes that the City and the Fire Chief retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the Fire Department's service delivery activities are conducted, managed, and administered, and the Union recognizes the exclusive right of the Chief to establish and maintain departmental rules and procedures for the administration of the Fire Department during the term of this Memorandum provided that such rules and procedures do not violate any of the specific express provisions of the Memorandum.
- B. The City and the Chief have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City subject to the express terms of this Memorandum.
- C. It is understood by the parties that every incidental duty connected with operations

enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.

- D. The Chief and City Manager reserve the right to discipline or terminate employees for just cause subject to Civil Service procedures.
- E. The City and the Chief shall determine and establish methods and processes by which duties are performed subject to the express terms of this Memorandum.
- F. The City and Chief shall have the right to transfer employees within the Department in a manner most advantageous to the City subject to the express terms of this Memorandum.
- G. Except as otherwise specifically provided in the Memorandum, the City and the Chief retain unqualifiedly all rights and authority to which, by law, they are entitled.
- H. The City shall have the authority to effect reorganizations of the Department. However, any such reorganization shall be discussed by the Labor-Management Committee prior to implementation.
- I. The Union recognizes that the city has statutory and Charter rights and obligations in contracting for matters relating to municipal operations.
- J. The inherent and express rights of the City and the Chief, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this memorandum, are not, in any way directly or indirectly, subject to the Grievance Procedure herein.
- K. Nothing herein shall be construed to diminish the rights of the City under Section 5 of Ordinance G-3032 or to diminish the provisions of the Civil Service Rules.

### **Section 1-3. Rights of the Union**

- A. The Union, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Fire Fighter's Unit as certified by the Phoenix Employment Relations Board on July 29, 1976.
- B. The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The Union plays an important role furthering this relationship and ultimately improving service to the City and its citizens. Accordingly, the City and the Union have negotiated various rights for unit employees as set forth in this MOU, in exchange for services to the City and in lieu of increased compensation. These bargained-for rights will promote and improve enhanced service delivery models and public safety, along with other tangible benefits to the

City's residents. The Phoenix City Council has determined, and Unit 5 agrees, there are specific activities that confer a public benefit; a dual public/private purpose or an exclusively public purpose, for which up to 2 Unit 5 (IAFF) members may be released and will perform these duties under City Business.

- C. The City's Labor Relations Administrator or authorized designee will be responsible for coordinating the City Business Time. The Labor Relations Administrator shall work directly with Unit 5 in order to confirm any and all paid activity of the Authorized Employees is consistent with the activity approved below. The two Unit 5 members identified in Subsection B shall submit reports each pay period to the Labor Relations Administrator documenting the City Business and any leave (e.g., donated leave, vacation leave, sick leave, etc.) used during that pay period. The City has the right to audit time cards submitted. In the event there is disagreement, the parties will meet to discuss the matter at the request of Unit 5 or the City. The audit may result in Unit 5 reimbursing the City, by submitting Union Release hours, donated leave, personal leave, or monetary payment from the Union, for activity not deemed City Business under this Agreement.

D. City Business Time

The City has determined there are activities that confer a public benefit, a dual public/private purpose or an exclusively public purpose for which members of Unit 5 should be released from their official duties to perform. Unit 5 acknowledges its members will receive City Business time for the time spent performing the following activities:

1. Authorized Employees will attend trainings that have been authorized in advance by Administration.
2. Authorized Employees will facilitate communication between employees and management ensuring a safe and efficient delivery of services, as well as developing a heightened degree of labor/management cooperation.
3. In coordination with management, Authorized Employees will communicate new programs and/or policy changes to the broader City workforce that are members of the bargaining unit in order to streamline service delivery and ensure timely implementation of changes in policy or programs. Changes in safety or security policy and procedure will be prioritized.
4. In coordination with management, as a means of achieving a healthier workforce and driving down costs associated with workers' compensation, the cost of providing healthcare and the use of sick time, Authorized Employees will assist bargaining members with understanding coordination of benefits.
5. In order to ensure City resources are well coordinated, upon the direction of the

City and consent of IAFF, Authorized Employees will participate in various City committees, labor management meetings, or labor management work groups as a member of the committee or group.

6. Participate in Department-authorized or City-sponsored authorized community projects and events.
7. Represent employees involved in critical incidents at the time of incident (e.g., personal injury related).
8. As a means of controlling administrative and litigation costs associated with employee matters in a large and complex City and with the goal of resolving matters at the earliest possible stage, at management's request Authorized Employees will assist bargaining unit members/employees and management in matters related to employer/employee relations.
9. Legislative, lobbying or political activities with the approval of the City Manager or authorized designee.

E. Activities not eligible for City Business Time

Authorized Employees shall be prohibited from engaging in any of the following activities while on paid City Business time:

1. Lobbying. This includes letter writing or telephone calls, without approval of the City Manager or authorized designee.
2. Legislative Activity. This includes participating in the preparation or distribution of legislative proposals, without approval of the City Manager or authorized designee.
3. Organizing. This includes preparing and/or distributing union related materials.
4. Civil Service Discipline. This includes the representation of any bargaining unit member/employee in disciplinary matters before the Civil Service Board.
5. Bargaining/Negotiations. This includes any matters deemed to be a mandatory subject of bargaining.
6. Representation in grievance or disciplinary proceedings.

F. Requests for City Business Time

1. A union member who wishes to use City Business time must submit a written request (*e-mail will suffice*) as soon as the need for time is known but no later than 72 hours in advance, when practical, of the time requested to an individual

designated by the Labor Relations Administrator or authorized designee. Any such request must specify what the time will be used for. A request for City Business time will be approved only if the activity has either a dual public/private purpose or an exclusively public purpose. Upon Labor Relations Administrator approval, Fire Department time management will be notified of the approved leave for entry into Telestaff.

G. Union Representatives

1. The Union may designate one (1) 493 Executive Director, three (3) 493 Directors, and four (4) Union Representatives to represent members of our unit when appropriate. The Phoenix Chapter President shall notify the Fire Chief of these designations. There shall be no obligation on the Department to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations.
  2. Union representatives may attend mutually scheduled grievance, investigative, and disciplinary meetings and hearings with department representatives during duty hours by using the Bank of Donated Leave. Time spent during duty hours for any other union activity, such as gathering information, interviewing the grievant or witnesses, attending a union meeting, or preparing a presentation shall also be charged against the Bank of Donated Leave as described in Article 5, Section 5-5.
- H. Union members may be authorized in advance in writing to engage in Union related activities during duty hours on a non-paid basis by the Fire Chief at such time and in such instances when in the discretion of the Chief such will not in any manner interfere with the efficient and economical operations of the Department nor adversely impact the level of Fire Fighting services or support services.
- I. There shall be no use of official time for Union-related activities except as expressly authorized under Section 1-3E of Article 1. The Department shall maintain procedures to administer and control use of official time in conformity with the provisions of this Section.
- J. Upon the Union's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, the City shall furnish to the Union on request, at actual cost, a listing of Union members on City payroll deduction in July and January during the term of this agreement indicating name, mailing address, and job assignment. The City will also provide a monthly list of employees added that month to Unit 5.
- K. The City shall, in conformity with Ordinance G-3303, deduct monthly the Union members regular periodic Union membership dues and/or special assessments pursuant to authorization on a form to be provided by the City, duly completed and signed by the Union member, and transmit such deductions to the Union on a monthly basis; except, however, that such deduction shall be made only when the employee's

earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Union, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for Unit employees on behalf of any other employee organization during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph. In addition, with sufficient notice the Union may request a change in dues deduction to either monthly or bi-weekly for the entire membership each July 1 or at other times agreed to by the parties. By filling out and submitting a voluntary deduction form for membership dues, each unit member/employee is clearly and affirmatively consenting to the deduction of the stated amount of money for membership dues from their pay check.

- L. The City will continue to provide those bulletin boards as designated by the City in the past exclusively for posting of official Union literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations. In addition, the Union will be allowed to use all Fire Department Communications tools to disseminate such information when necessary. Such announcements shall not be political in nature, nor shall they be abusive of any person or organization or disruptive of the department's operation. The Assistant Chief in charge of personnel, or his designee, shall review the content of the buck slip communications prior to distribution.
- M. Nothing herein shall be construed to diminish the Union's rights under Ordinance G-3303.
- N. The City will provide the Union, upon request, non-confidential and readily available information concerning the Union that is necessary to Union representatives for negotiations, and is not otherwise available to the Union, such as personnel census, employee benefit data, and survey information. Such requests shall be made through the Assistant Chief in charge of personnel. Any unusual costs incurred by the City in connection with this Section shall be borne by the Union.
- O. The Union and the Department will jointly present training to new Fire Fighter recruits about the activities that are mutually beneficial to the City and the Community. This time will be allotted sometime during the last 4 weeks of training of said recruits at the Training Academy. During such discussions, Union representatives shall avoid the dissemination of information that is political in nature, abusive of any person or organization or disruptive of the Department's operation. City business time will be available for this purpose.
- P. **Seniority**
  - 1. The City shall provide the Association with a list of unit members/employees showing each unit member's/employee's City employment date and class employment date.

2. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.
3. Seniority will be applied in conjunction with City of Phoenix Personnel Rule 14.
4. The Department will also post an annual seniority list (beginning of the fiscal year) on the Department's internal webpage. In addition, new promotional lists for Fire Engineer and Fire Captain will be posted on the internal webpage after they are certified and finalized by City HR.

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

- A. All employees have the right to have the Union serve as their meet and confer representative without discrimination based on membership or non-membership in the Union or any other organization. Whenever the terms "employee, Unit employees, grievant" or some derivation of those, is used in this MOU it shall be synonymous with the term "Unit member/employee."
- B. Union employees have the right to be represented or not to be represented by the Union in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations.
- C. It is understood by the parties that the benefits granted by Section 1-4 of Article 1 shall not be interpreted or applied as requiring the employer to count as time worked any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Section. The employer shall count as paid leave any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Section.
- D. The official discipline record is maintained in the Personnel File by the Human Resources Department. Copies maintained in either the Supervisory and/or Department files are not the official record. Employees may request to remove/inactivate eligible documents based on the below criteria by contacting the department Human Resources Officer. Official records may only be inactivated and not removed per records retention law, and members/employees will receive confirmation once the requested record is removed/inactivated.

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

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

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

- The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees, customers of the City, or the public.
- The employee has solicited or taken for personal use a fee, gift or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.
- The employee is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocketknife (as provided in ARS 13-3102) at a City worksite<sup>1</sup>, unless such employee is a police officer.  
<sup>1</sup>(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.

E. Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with a member/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 the City may result in a disciplinary action.

1. The City may, at its discretion, either conduct investigatory interviews with members/employees or issue members/employees written questions. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put members/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.
2. If the City elects to issue written questions to the member/employee, the following shall apply:
  - a. If an NOI is being issued and there is no active questioning, representation is not required. Members/employees may bring a representative if they desire, however there will be no discussion during the issuance of the NOI.
  - b. The member/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.
3. If the City elects to conduct an investigatory interview, the following shall apply:
  - a. Prior to the member/employee being interviewed, the member/employee shall be advised of their right to a representative.
  - b. The NOI form will be issued at the meeting.
  - c. *The union representative may assist and consult with the member/employee, attempt to clarify the facts or questions asked, and suggest other members/employees or witnesses who may have knowledge of the underlying issues. The union representative cannot speak on behalf of the*

member/employee or impede the progress of the interview.

- d. The member/employee or representative may ask for a caucus during the meeting. Caucuses will be granted for a reasonable timeframe.
  - e. The interviewer may not prohibit the union representative from engaging in representation, including consulting with the member/employee. The member shall be allowed to seek advice from their representative in caucus during the interview. A caucus will not be permitted when a question is pending. The member/employee will be given the opportunity to clarify their answer after the caucus.
  - f. All parties may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.
  - g. Prior to the conclusion of the meeting, the member/employee or representative shall have the opportunity to make a closing statement.
  - h. If the department requires a written statement at an investigatory meeting, the member/employee will be compensated up to one hour of City time to write the statement. Additional time may be granted at the discretion of the department and will not be withheld arbitrarily.
  - i. The member/employee will be provided with a copy of the interview notes and given 72 hours to confirm their answers and provide any additional information.
  - j. Except for emergency situations, the unit members/employees shall have a minimum of 48 hours to arrange for union representation when the member/employee is the subject of an administrative investigatory interview. The union representative will make every reasonable attempt to arrive within the 48 hours. A member/employee may waive the 48-hour time requirement if the member/employee is not opting for representation.
4. Regardless of whether the City elects to interview the member/employee, or issue written questions, the following shall apply:
- a. The member/employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the union's

attorney, the member/employee's family, the member/employee's attorney, the investigator, or chain-of-command.

- b. The member/employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.
- c. The member/employee shall also be informed of the Garrity protections afforded to public employees who may also be under criminal investigation or whose actions meet the elements of a crime [Garrity v. New Jersey, 385 U.S. 493, 87 S.Ct. 616 (1967)].
- d. The member/employee will be provided an opportunity to review all materials relevant to the investigation before answering written questions or submitting to an interview.
- e. A unit member/employee shall receive a copy of any statement that they are asked to sign.
- f. Every 30 days, a unit member/employee under investigation will be provided a status update. The status update will be provided either verbally or in writing based upon the members preference.

#### 5. Miscellaneous

- a. A unit member/employee identified solely as a witness will not be prevented from contacting the union (association) on their own time to consult with a union (association) representative prior to their interview.
- b. Witness members/employees are entitled to have union representation during a witness interview and will not be removed from their assigned position during an investigative/NOI process.
- c. No investigatory documentation, such as the NOI or witness statements shall be kept in the Personnel or Supervisory Files after the investigation is concluded.
- d. Unit 5 members/employees shall NOT be required/compelled to interview in an outside investigation by Fire Department Administration or City of Phoenix Officials, including City Legal.

- 6. Unit members/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.

a. There are times a member/employee is awarded a transfer, and a requirement exists that the new position is occupied in defined time frame. Often in this circumstance the failure to occupy can result in forfeiting the award of transfer to new position.

- If the member/employee is unable to meet the requirement to occupy a position due to an investigative process, then the member/employee is exempt from that requirement until the conclusion of the investigation. The requirement to occupy timeline begins on the day the member/employee receives notification of the conclusion of the investigation.
- If the member/employee is unable to meet the requirement to occupy a position due to disciplinary reasons the member/employee IS NOT exempt from any requirements to occupy the new position.
- The Fire Department shall not permanently fill a vacancy created by a member/employee who has been awarded a transfer AND unable to fill their new position due to an investigative process. This is to prevent multiple members/employees having rights to a single position. The Fire Department may ask the member/employee if they would forfeit the position held prior to being awarded transfer, but it is not required. If member/employee elects to forfeit their position voluntarily they forfeit rights to the position, regardless of the outcome of investigation.

7. A member/employee may only be disciplined for just cause.

8. A member/employee who receives a written reprimand or suspension may request a copy of the information upon which the written reprimand or suspension was based, pertaining to what was specifically cited in the discipline at no cost to the member/employee.

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

this Article.

10. A member/employee from Unit 5 in investigative process shall be treated consistent with sworn member/employee from management in same investigation, including decision to place on administrative leave.

**F. Member Discipline**

Any member receiving discipline that results in a loss of hours, or days or work, will have those hours converted to match their appropriate work schedule. Discipline for 40-hour members shall be equal to 8 hours for one workday. Discipline for 56-hour members shall be equal to 11.2 hours for one workday. Any discipline exceeding one day will be increased proportional to the hours outlined in this section.

- G. If a terminated member/employee is later reinstated by the Civil Service Board, they will be entitled to back pay.

**Section 1-5. Prohibition of Strikes and Lockouts**

- A. The Union pledges to maintain unimpaired Fire Fighting and related supported services as directed by the Fire Chief. It shall not cause, condone, counsel or permit employees, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the Department.
- B. Should any employees of the bargaining Unit during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Paragraph A, the Fire Chief or his designee shall immediately notify the Union that a prohibited action is in progress. The Union shall forthwith disavow said strike or other prohibited action and shall endeavor in good faith to cause such employees to immediately return to work and/or cease the prohibited activity or, alternatively accept the responsibility for the strike or other prohibited activity.
- C. There shall be no lockout by the City during the term of the Memorandum.
- D. The provisions of Section 2 (17) and section (13) of Ordinance G-1532, are incorporated into this Memorandum.

**Article 2: Grievance/Arbitration/Labor Management**

**Section 2-1. Grievance Procedures**

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

#### A. Informal Resolution

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

#### B. Definition of Grievance

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

#### C. Procedure

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

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

1. Step 1

The unit member/employee shall reduce the grievance to writing by signing and completing the grievance form provided by the City and submit it to the division head, or designee, within 14 calendar days of the initial commencement of the occurrence being grieved. This 14 day timeline shall NOT be applicable to Payroll grievances as members/employees pay periods generate an automatic reset every two weeks.

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

## 2. Step 2

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

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

## 3. Step 2.5

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

## 4. Step 3

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

The Grievance Committee shall be composed of:

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

2 Members – Mutually agreed upon by City Manager's Office and Local 493.

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

- b. If the grievant so elects in writing within the above time limit, in lieu of such hearing the grievance may be reviewed by an arbitrator. The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of 7 arbitrators who have had experience in the public sector. The parties shall, within 7 calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:
  - i. The arbitrator shall be bound by the language of this Memorandum and departmental rules and regulations consistent therewith in considering any issue properly before him/her.
  - ii. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
  - iii. The arbitrator shall be bound by applicable State and City law.
  - iv. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

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

- c. The City is not under any obligation to accept grievances where the City Manager has previously decided on the same fact pattern.

#### D. Time Limits

Failure of City Management representatives to comply with time limits specified in

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

**E. Union Grievance**

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

**F. Group Grievance**

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

**G. Employer Grievances**

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

**Section 2-2. The RBO / Labor-Management Process**

- A. The purpose of the Relationships by Objectives (RBO) committee is to enhance service delivery models and address public safety employee-related issues. The RBO process is done through the facilitation and open discussion of mutual concerns and problems which may include; implementation of major department programs and/or substantial modifications of existing major programs that will have a significant impact on service delivery or work schedules. Items of concern are then enacted as initiatives to be accomplished over the course of the year that follows.
- B. The RBO Committee shall meet annually at mutually scheduled times, and at other mutually agreed upon times as necessary. The RBO Committee process consists of a Correlating Team. The Correlating Team includes the following representatives from Labor and Management: the Fire Chief and Executive Staff (Assistant Fire Chiefs) and the Union President and Labor Executives. For each initiative mutually identified in the RBO process, a Committee is established consisting of

representatives from labor and management and facilitated by co-chairs. Sub-committees are further developed to facilitate meetings to achieve goals as set forth in the agreed upon initiatives. Throughout the year, Committees and Sub-Committees will meet regularly to accomplish their RBO initiatives.

- C. There shall be a Fire Labor-Management Committee consisting of the Fire Chief and

Union President. The Fire Labor-Management Committee provides oversight for the entire RBO / Labor-Management Process.

- D. A standing agenda will be developed. The members shall, in advance of a meeting, provide the co-chairs with proposed additional agenda items, and the co-chairs will provide the members with the meeting agenda.
- E. Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time.
- F. The Sub-Committees may be supplemented by representative(s) of the City Manager if it is proposed to discuss mutual aid or fire protection contract matters.
- G. The Sub-Committees may, if they deem proper, suggest recommendations to the Fire Chief and the City Manager for their consideration and determination.
- H. Employees who are designated by the Fire Labor-Management Committee as RBO/Labor Management Coordinators will be eligible for compensation from a bank of 2,112 hours. These individuals, limited to no more than 11 employees, will work with management on the priorities determined through the RBO (Relationships by Objectives) process. These initiatives pertain to enhancing operational efficiencies, service delivery, and improvements to employee safety and organizational performance.
- I. It is understood by the parties that the benefits granted by Section 2-2 of Article 2 shall not be interpreted or applied as requiring the employer to count as time worked any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Section. The employer shall count as paid leave any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Section.
- J. The City will provide the professional services of a secretary for the labor-management process. The secretary will be assigned to the community affairs division of the Phoenix Fire Department and will work at the direction of the Fire Labor-Management Committee. The selection process for this position shall be determined by the Fire Labor-Management Committee.
- K. In the interest of encouraging member total wellness and providing customer service delivery, the City of Phoenix Fire Department and Phoenix Fire Fighters Association Local 493 will develop a drug testing policy through the Fire Labor/Management process. The drug testing program will be administered and managed by the Fire Department.

### Section 2-3. Productivity Discussions

- A. Recognizing the need to provide the highest practical level of fire protection and emergency medical service to the citizens of Phoenix, the City, Fire Department, and Union, pledge to continue to work towards increasing the productivity of the Phoenix Fire Department. In a continuing commitment towards increased productivity, the joint Labor-Management Productivity Committee shall meet on a regular basis during the term of the M.O.U. to discuss the development of structured productivity programs within the Phoenix Fire Department.
- B. The distribution of any demonstrated economic savings or other productivity rewarding measures resulting from the implementation of productivity programs shall be a proper subject for the Meet and Confer process pursuant to Ordinance G-3303.
- C. It is understood by the parties that the benefits granted by Section 2-3 of Article 2 shall not be interpreted or applied as requiring the employer to count as time worked any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Section. The employer shall count as paid leave any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Section.

### **Article 3: Compensation/Wages**

#### **Section 3-1. Wages**

- A. The city of Phoenix set a goal of making members/employees of unit 5 the highest paid firefighters in the state through a pay and compensation study in 2023. To complete this goal: **The economic value of ongoing total compensation increases will equal 4.5%. This will be paid out as follows:**
- On July 1, 2024, an additional pay step will be created at the top of every job classification in Unit 5. Consistent with the pay plan this step will be 5% higher than the current top step of every job classification.
  - The Firefighters, Engineers, and Captains, of all classifications, at the highest **occupied** step in the pay plan on July 1, 2024, shall be moved to the step created above (top step). Every other member shall be placed accordingly stepping down one step for every salary review date they are behind the top step.
  - On July 1, 2025, a 5% increase will be applied to Firefighter, Engineer, and Captain base wages.
- B. Additionally, Unit 5 employees will receive a non-continuous payment of \$5,000.00 for each Unit 5 employee to be paid out on the first full pay periods in August of 2024 and August 2025.

- C. The city will complete a classification and compensation study before June 30, 2025 and communicate the findings to members/employees.
- D. The City will evaluate the American Rescue Plan Act and will provide a (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council, balancing the needs of the community and employees in their

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development of a strategic plan for the ARPA funds. The strategic plan will follow guidelines provided by the Department of Treasury. This language will expire at the conclusion of the 2021-2023 MOU.

- E. Employees assigned to, or assigned as rovers to, Special Operations Teams, canine search specialists team, and the ARFF program team, and who have also achieved and maintained the level of Technician, or equivalent, through specific training and education, shall receive Special Ops Team pay. Members certified in both hazmat (HMT) and technical rescue (TRT) and assigned to, or assigned as rovers to fill cross trained positions on the heavy rescue squads and/or C-957 shall receive Bi-Tech Team pay, which is the sum of HMT & TRT Special Ops Team pay combined.

An employee who is awarded a position on a team in this section shall receive their Team Pay no later than 6 months, if the Fire Department has not offered the employee a training spot in the required entry level Special Operations course within 6 months of accepting their team position.

If Employees who are required to obtain dual technician certification (C957 Captains and employees assigned to heavy rescue squads) do not have either team pay and employee has not been offered a training spot in the required entry level Special Operations course within 6 months of accepting their assignment, they will receive team pay for one of the two disciplines. If the employee has one technical certification in good standing and is receiving team pay, the member will receive assignment pay for the second discipline if the employee has not been offered a training spot in the required entry level Special Operations course within 6 months of accepting their team position.

- F. Effective July 14, 2008, employees who meet the Fire Department's linguistic skill qualifications and become certified, shall receive a premium of \$75.00 per month.
- G. It is understood that the pay rates set forth in Attachment "A" are interpreted to be specific with regards to steps, corresponding years of service and monthly salaries, except that performance related items including, but not limited to, special merit increases, special salary adjustments, demotions, assignment pay and extensions in merit pay anniversary dates resulting from extended leave without pay, industrial and light duty assignments, and reinstatements may alter an employee's step progression and monthly salaries as indicated in Attachment "A."

If an employee is not given his/her performance evaluation by the annual review date, the employee may request his/her merit increase in writing by sending a memorandum directly to the Human Resources Officer. If the performance evaluation is an overall "met," the request will be processed within 21 calendar days of submittal and will be retroactive to the performance evaluation annual review date.

- H. Employees assigned by the Fire Chief to staff assignments in authorized staff positions (40 hours) will be entitled to 10% assignment pay if such assignment is to

exceed 2 consecutive pay periods and shall continue to receive such assignment pay for the duration of such assignment. This provision shall not apply to employees attending recruit training or employees assigned to limited duty. Employees assigned to authorized 40-hour staff assignments and who begin receiving staff assignment pay shall also be eligible to continue all other current assignment pays provided all required certifications are maintained. Employees assigned to limited duty shall continue to receive holiday pay and FLSA/work week adjustments (Section 4-1, Paragraph E, of Article 4) for the duration of their limited duty assignment, irrespective of their actual work hours.

- I. Employees assigned to any 40-hour staff positions shall receive 2.8 hour or 10 hour professional development days per year depending on their schedule. The employee shall decide the days and areas of development. These days shall be assigned through the vacation signup process. No employee shall receive these days in addition to the full amount of Local 493 days.
- J. The Fire Department's 21-day pay schedule normally begins on C-shift Mondays. In any leap year, ERSO, South Shift Command, Payroll and Local 493 will identify the first and most appropriate "Payroll Monday" to switch to a leap year schedule. The following is the schedule that will be utilized for the coming leap year in 2024:
- Friday, February 16, 2024 (C-Shift Works)
  - Saturday, February 17, 2024 (A-Shift Works)
  - Sunday, February 18, 2024 (B-Shift Works)
  - Monday, February 19, 2024 (C-Shift would normally be scheduled, however, C-Shift will be converted to A-Shift to coincide with the 21-day pay schedule and resume the normal ABC shift rotation)
  - Tuesday, February 20, 2024 (B-Shift Works)
  - Wednesday, February 21, 2024 (C-Shift Works)
- K. Effective the first full pay period in July 2024 Unit 5 employees shall be paid Nightwork Pay of \$8.00 per hour on all hours worked between 2200 hours and 0600 hours. No employee shall receive the hourly Nightwork Pay while on paid leave.

Nightwork Pay must be accounted for in base wage computations for the purposes of all classification and compensation studies and comparisons.

### **Section 3-2. Productivity Enhancement Pay**

- A. In recognition of the significant increase in service delivery and cost savings to the

City of Phoenix by the employees of the Phoenix Fire Department, the City agrees to implement the following Productivity Enhancement Pay formula for employees:

1. In November of each calendar year and June of each calendar year, employees who have completed at least 7 years of continuous full-time service and who meet the additional qualifications specified in Section 3-1A of Article 3 shall be paid-\$80.00, pro-rated and included each pay period in the qualifying unit member's/employee's regular paycheck throughout the year, for each full year of continuous full-time service in excess of 5 years, up to a semi-annual maximum of \$3,000.00, annual maximum of \$6,000.00 at 30 years.
  2. 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.
  3. Adjustments to payments will be made as soon as possible but no later than 30 days of the qualifying date.
- B. An employee must have achieved the overall performance rating of "meets standards" on his latest scheduled performance evaluation on file in the Human Resources Department.
- C. An employee who receives a below "meets standards" evaluation shall receive another evaluation within 90 to 120 days, and if that evaluation is "meets standards," he will be eligible for Productivity Enhancement Pay starting with the next qualifying date.

### **Section 3-3. Overtime**

- A. Employees who are assigned to be and are on duty beyond their scheduled work shift shall be compensated for such assigned overtime work at 2x or (double) their regular rate, 56 hours or 40 hours, after the first 7 minutes of assigned and worked overtime calculated to the nearest 1/4 hour.
- B. Employees shall have the option of being paid in cash for overtime or allow the overtime to accrue as compensatory time up to a maximum of 168 hours for employees working a 56 hour schedule, or 120 hours for employees working a 40 hour schedule.
- C. Overtime compensation shall not be paid twice for the same hours worked.
- D. Use of compensatory time shall be in conformance with the requirements of the Fire Chief and shall take into consideration departmental scheduling and operational

factors. Payment for time worked shall be in conformance with the requirements of the Fire Chief and shall take into consideration departmental scheduling and operational factors.

- E. The provisions of Section 3-2 of Article 3 shall not apply where an employee is assigned out-of-class to a non-Unit position.
- F. Allocation and opportunities for overtime shall be discussed in the Labor/Management process.
- G. Fire department "peak time" rescues will only be staffed by employees on an overtime basis. This item reflects an agreement between the Fire Department and the Union in 1984 on the future staffing of the rescues. The increased workload and responsibility of the full-time rescues was incited by agreement that there would be overtime opportunities on peak time rescues. Further, the department was reorganized through the RBO process in 1993 to enhance ALS and rescue capabilities throughout the city. This reorganization included a pool of employees to staff back rescues and guarantee that no new employee would have to work more than 200 shifts on a rescue. Employees agreeing to be in this pool are then entitled to work on the peak time rescues on an overtime basis when their name comes up in a rotation.
  - Hours worked on "peak time" rescues shall be compensated at double a member's regular hourly wage.

#### **Section 3-4. Call Out Pay**

- A. Call out time shall be at a minimum of 3 hours at 1 ½ times the employee's regular rate of pay, 56 hours or 40 hours depending on assignment, after the first 7 minutes calculated to the nearest 1/4 hour. If a unit member/employee leaves a call out event without authorization prior to the termination of the event, Section 3-2A of Article 3 shall not apply.
- B. The provisions of this Section shall not apply where an employee is assigned out-of-class to a non-Unit position.

#### **Section 3-5. Out-of-Class Pay**

Pursuant to A.R. 2.201, 16 hours of out-of-class work on a shift for employees will constitute a full shift of out-of-class assignment pay. There will be no out-of-class pay for working less than 16 hours.

In order to qualify to be eligible to receive out-of-class assignment pay, employees must

complete 8 shifts of out-of-class assignment (16 hour minimum to constitute a full shift). As an alternative for qualifying only, 192 hours of out-of-class assignment shall satisfy the minimum qualifications required to become eligible for out-of-class pay. For the 192-hour qualifier, out-of-class hours must be in increments of no less than 7 hours.

Employees on a 40-hour schedule will complete 11 shifts, 6 hours minimum of out-of-class assignment, to satisfy the minimum qualifications for out-of-class pay.

### **Section 5-5. Presumptive Cancer Process Agreement**

1. Effective July 1, 2024, Unit 5 and the City agree that when any city of Phoenix firefighter/employee is undergoing cancer treatment, comfort and stability are paramount for the employee and his/her family. It is also agreed that for the Public Safety employee, the process outlined by the Presumptive Cancer Law, the Industrial Commission of AZ (ICA), and the City's Worker's Compensation process must be followed to stay in compliance with State law and regulations. Since cancer presumption legislation was passed in August of 2019, the city has worked with the member/members to approve the claim/claims after a denial. When there is a denial of a claim, the city agrees to continue the process and to follow the spirit of the law by covering cancers after completion of the workers' compensation process. The process is outlined below.
2. The city will continue to follow its practice of approving Workers' Compensation cancer claims that fall under the current Presumptive Cancer Legislation and Arizona Workers' Compensation Laws. Should they meet the minimum requirements set forth in the presumptive cancer law, the City will issue a letter notifying the member that the City of Phoenix will cover the claim if denied by the third-party administrator (TPA) and through the ICA appeals process. The member must participate in the workers compensation claim process, which includes but is not limited to releasing all medical records and having an independent medical exam (IME) if required. If the claim is initially denied the city or member retains the option to request ICA appoint a committee of experts, to review the claim or the member may request an appeal. If the denial is upheld the city agrees to instruct the TPA to accept the claim and have it processed as approved.
3. In the event a member has a reoccurrence of a cancer that had initially occurred prior to the September 21, 2021, presumptive cancer legislation, the city will use the process outlined in Section 2 above for cancer recurrences. Because the current presumptive cancer legislation does not address the recurrence of cancer, the city and unit 5 agree to work together with our neighboring City, The City of Glendale, to bring legislation forward that will address this issue.

### Section 3-6. Sick Leave Conversion at Retirement

The following benefit will apply:

#### A. Definitions

1. "Qualifying Hours" - The minimum number of accrued and unused sick leave credits existing on the last day of service prior to retirement, which are necessary before an employee can participate in the benefit program.
2. "Base Number of Hours" or "Base Hours" - The number of hours of accrued and unused sick leave credits which are uncompensated under Section 3-4 of Article 4 which the city will compensate the employee.
3. "Base Hourly Rate" - The base hourly rate of pay being paid at the time of retirement to the retiring employee who qualifies for participation in the benefit program.

#### B. Benefit and Eligibility

1. An employee that has between 1 – 1,259 hours of sick leave remaining in their sick leave bank at the time of retirement, or the 40-hour equivalent, shall be eligible for payment of an amount of compensation equal to his/her base wage for 60% of their hours.
2. An employee who has accumulated a minimum of 1,260 qualifying hours or more of accrued and unused sick leave at the time of retirement, or the 40-hour equivalent, shall be eligible for payment of an amount of compensation equal to his/her base hourly rate for 75% of their sick hours.
3. An employee who has accumulated a minimum of 1,800 qualifying hours or more of accrued and unused sick leave at the time of retirement, or 40-hour equivalent, shall be eligible for payment of an amount of compensation equal to his/her base hourly rate for 100% of their sick hours.
4. Effective July 1, 2014, and thereafter, an employee who has accrued at least 1286 hours for 56-hour members, or 919 hours for 40 hour employees, of unused sick leave may elect to have 168 hours for a 56 hour unit member/employee, or 120 hours for a 40 hour unit member/employee paid out in a lump sum. Any unit member/employee may only elect to exercise this benefit 3 times in their career, and not more than one time in a fiscal year. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.
5. The payments described in numbers 1 through 5 above are not considered Final Average Salary for purposes of pension calculations.

6. At time of retirement, all unused vacation hours in an employee's bank shall be converted to sick leave hours that are eligible for payout AND tier of eligibility for payout percentage.
7. The benefit described in Section 3-6 shall be codified in a written contract between the city and every Unit 5 member, existing and new during the life of the contract, to confirm its existence at time of retirement. The benefit shall not be diminished for any member who enters this contract with the city, regardless of future negotiations. Only exceptions are to lower hours threshold or increase percentage payout. Any changes shall require a new contract between the city and the member.

C. Administration

1. At the time of retirement or death of an active employee who is eligible for retirement, the City's Employee Benefits Division, or such other individual or agency as the City may designate, shall determine the employee's eligibility and the amount of accrued and unused sick leave to be compensated.

**Sick Leave Payments in Non-Line of Duty Events**

100% of employee's sick leave will be paid at full hourly rate to dependents/beneficiaries/survivors in the event of a Non-Line of Duty Death.

2. The employee shall verify in writing the computation of the Employee Benefits Division.
3. In the event an employee's eligibility for participation or the amount of compensation is disputed, the dispute shall be submitted to the City Auditor for resolution.

**Section 3-7. Deferred Compensation and Defined Contribution Plans**

- A. The City shall contribute an amount equal to 6% of each employee's biweekly gross pay to the City's 401(a) Defined Contribution Plan. Pension contributions will be made by both the city and the employee on the contributions.
- B. At the employee's separation, for either retirement or exiting the Deferred Retirement Options Program, the employee's sick leave payout amounts will be automatically contributed into the City's 401(a) plan. Any excess amount over the Internal Revenue Code 401(a) plan contribution maximum limits will be automatically contributed into the City's 457(b) plan. Any portion of the excess amount that cannot be contributed to the 457(b) plan because of Internal Revenue Code 457(b) plan contribution

maximum limits will be paid as taxable income. The 401(a) Plan Document as approved by the Deferred Compensation Board will be the governing document.

### **Section 3-8. Non-Direct Payment of Compensation or Benefits**

Various sections of this MOU contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit member/employee have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, member donated release time, etc.

## **Article 4. Hours of Work/Working Conditions**

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

- A. The duty hours for employees assigned to Operations or Emergency Services, excluding 40-hour staff assignments, shall continue to average 56 hours per week. Shifts shall continue to be 24 hours in duration.
- B. The work hours and schedule of employees assigned to an administrative staff assignment (non-operations/56-hour schedule) shall be 5 8-hour days (excluding authorized meal breaks), or 4 10-hour days (excluding authorized meal breaks) at the discretion of the Fire Chief.
- C. The work hours and schedule of employees assigned to the Fire Investigations Section may only be mutually changed by the Fire Chief and the Union President through the Labor-Management process. Fire Investigation employees will be assigned to one of two 40-hour schedules that may include a 4/10 or a modified A, B, C shift schedule. All schedules will equal a 40-hour work week. All Fire Investigators, regardless of schedule will be paid overtime at the 40-hour rate.

Fire Investigation employees assigned to the modified shift schedule will be required to work on City paid holidays when their regular schedule shift occurs on that day. Those employees required to work on a city holiday as a result of the shift schedule will receive pay in lieu of time off. The Fire Department shall continue its long-standing practice of using sworn Fire Captains as Fire Investigators.

The Fire Department will attempt to maintain staffing levels of the Investigations

Section, in order to provide for investigatory needs of the Department. Any future proposed staffing level recommendations will be discussed through the labor/management process. A maximum of one vacation shift will be allowed per shift for those employees assigned to the modified A, B, C shift schedule, unless pre-approved by department head or designee.

- D. When an employee is required to change from one type of a schedule to another by the Fire Department, the Department shall allow a minimum of 16 hours between tours of duty.
- E. The work week for employees on a 56-hour schedule shall be 53 hours. Employees will continue to work the existing 56-hour schedule. Employees working the existing 56-hour schedule will be compensated as follows:
  - 1. The first 53 hours will be paid at the base 56-hour rate.
  - 2. The 54th hour will be paid at 1 ½ times the regular hourly rate.
  - 3. The 55th and 56th hours will be paid at 2 times the base 56-hour rate.
- F. Employees attending a Department Sponsored Training Programs or courses may be placed on one of two optional training schedules, based upon Operational, Training, and budgetary considerations:

Schedule 1. Employees may be placed on a 40-hour work week schedule and be entitled to a 10% increase in pay in accordance with Section 3-1 (H) of this Memorandum of Understanding. Employees shall be paid on a 40-hour work week until completion of the respective Training Program. In the event an employee attending the Training Program does not receive their regular Local 493 Days (as per Section 3-1 (I) of this Memorandum of Understanding), any missed Local 493 Days will be re-scheduled prior to the employee's return to the Operations Division.

Schedule 2. Employees may remain on their normal Operations schedule (A, B, or C Shift) and be provided paid Fire Department leave to attend the Training Program when their training is scheduled on shift. When members are required to attend training on their days off, employees will be compensated at 1 ½ times their regular rate for the hours they are in attendance. Compensation and Local 493 Days will remain the same as any other employee assigned to a 56-hour work week. The decision to utilize Schedule 1 or 2 will be discussed in a labor/management setting.

- G. Each 56-hour unit employee shall receive 8 shifts off per year, referred to in this MOU as Local 493 days. This will allow for an hour's reduction without specifying a specific number of hours in this reduction or reducing current rates of pay, FLSA, or hours reduction pay as specified in Section 4-1, Paragraph E, of Article 4. The rotation

system shall be worked out between the Fire Chief and the Union President with the consent of the Labor Relations Division. These Local 493 Days shall be awarded based on total seniority as a sworn member of the Fire Department. Unit 5 employees may submit a request to work a Local 493 day. Management may hire members to work a Local 493 day in the event the constant staffing process is utilized to meet minimum staffing requirements. Employees who work a Local 493 day must work the entire 24-hour shift and shall be compensated at a rate of one and one-half (1½) times their regular rate of compensation, in addition to their regular pay. Employees shall have the option of being paid cash or allow the compensation to accrue as compensatory time as governed by the current MOU.

- A member/employee working on their Local 493 day is exempt from any financial "cap" in place restricting ability to work due to this being a regularly scheduled day and not adding any hours to regular schedule.

#### **Section 4-2. Shift Trades**

Two (2) employees serving in the same classification may be granted the opportunity to exchange shifts. Shift exchanges shall not qualify an employee for premium overtime payment and cannot be repaid in any other form of compensation. All employees seeking shift exchanges (AWRs) must be current with all certifications, required training, and their annual physical before being approved for the exchange. All shift exchanges are subject to the approval of the Fire Chief or his/her designee and shall be in conformance with regulations issued by the Fire Chief.

- An employee may not owe more than 15 shifts at a time, regardless of how many members they owe them to.
- An employee may not be owed more than 15 shifts at a time, regardless of how many members owe them.
- Same Classification shall be defined by EMT status and rank. Out of class qualification is permitted. Special Operations certification (tech) does not apply to classification for AWR's.
  - If a member with a Special operations certification (tech) exchanges a shift with a member who is not a tech, the member who is a tech is subject to a "Shift Move Over" (SMO) when working an AWR.

#### **Section 4-3. Filling Vacancies**

The Fire Chief will endeavor to permanently fill vacancies in regular positions, that are

duly authorized to be filled, expeditiously within limitations imposed on him by administrative and operational factors, and thereafter, consistent with applicable Civil Service Rules, based on length of service by classification when fitness and qualifications of interested employees for the vacancy are deemed to be equal by the Fire Chief. When requested, departmental management shall indicate the reason why an employee was or was not transferred into a vacancy as part of Labor-Management Committee proceedings. "Vacancy" hereunder is defined as a regular opening in any position created by death, retirement, dismissal, promotion, demotion, creation of a new regular position or transfer, provided, however, that with the filling of staff positions, all applicants shall be considered, and the Fire Chief shall make the final determination.

## **Article 5. Benefits**

### **Section 5-1. Health Insurance**

- A. The City and Union agree to maintain the current 80/20 split for health insurance for both single and family coverage. If there is a rate increase or decrease in the second year of this M.O.U., the City shall pay 80% of the new monthly contribution and the employee will pay 20%.
- B. In the event Congress or the State of Arizona passes legislation which considers the amount the City contributes to health insurance premiums as imputed income, then the City will consider such contribution as income to the employee.
- C. The City shall provide the Basic Medical Reimbursement Plan (MERP) benefits to MERP eligible Unit retirees and to those employees who are hired before August 1,

2007 and are eligible to retire no later than August 1, 2022, at no less than \$202.00 per month. The city also contributes an additional \$50 toward City retiree family medical coverage; this credit is applied directly to the retiree's premium deduction. Any employee hired on or after August 1, 2007, regardless of years of service, may qualify for a Post-Employment Health Plan (PEHP) account.

D. Additional MERP amounts will be paid to eligible retirees for the following categories:

RETIREE COVERAGE – RETIREE NOT ON MEDICARE			
ADDITIONAL MERP AMOUNTS			
	Retiree or Survivor Only NOT on Medicare	Retiree or Survivor w/family coverage – any dependent NOT on Medicare	Retiree or Survivor with family coverage – <u>all</u> dependent(s) ON Medicare
HMO OR PPO COVERAGE	\$105	\$325	\$210

RETIREE COVERAGE – RETIREE ON MEDICARE			
ADDITIONAL MERP AMOUNTS			
	Retiree or Survivor Only - ON Medicare	Retiree or Survivor w/family coverage – any dependent NOT on Medicare	Retiree or Survivor with family coverage – <u>all</u> dependent(s) ON Medicare
HMO OR PPO COVERAGE	\$90	\$195	\$185

- These MERP amounts are what the city agrees to pay. It is solely at the discretion of the City Manager to increase these amounts in the future.
- **Non-Medicare Retiree Health Care Plan Termination**  
Local 493 will be involved in the RFP development as well as the submittal evaluations for Non-Medicare Health Care selection assistance vendors.
- **Retiree Coverage Additional MERP Amounts**  
Upon sunseting of the City of Phoenix Non-Medicare Retiree Health Care Plan, the Additional MERP amounts listed in the existing MOU will be applied to single and family retiree health care plans.
- **United Health Care Medicare Broker Selection RFP**  
Local 493 will participate in the RFP development process as well as the vendor evaluation process on selecting a United Health Care Medicare Broker.
- **United Health Care Medicare Supplement**  
The United Health Care Retiree Medicare Supplement Plan will not change and will continue to provide retiree Medicare Supplement coverage.

E. No more than one time per calendar year, the City will provide Unit 5 mutually agreed upon healthcare data within a reasonable time, once requested.

**F. Health Care Plan Participation**

During the next 18 months, the city will participate in meetings with Local 493 Healthcare and Benefits representatives to discuss, in good faith, alternatives to the Union's participation in the Health Care Plans currently provided by the City. Meetings will occur at the request of the union, not to exceed two per month.

**G. Health Savings Account (HSA) Seed Money**

HSA Seed Money for individual and family health care coverage will be deposited in full to member's HSA accounts the first pay day in January of each year as is the case now.

H. Saver's Choice and PPO deductibles that are met in the last quarter of a calendar year for a high-cost claim will carry over to the following calendar year.

**Section 5-2. Dental Insurance**

A. The dental insurance plan shall consist of 80% payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of \$2,500.00 per person, maximum lifetime benefit increases to \$4,000.00 per person effective August 1, 2003. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. The City shall continue to pay 100% of the premium costs for single employees for employees enrolled in the base dental HMO or PPO plan (employee only coverage), and 75% of the premium costs for employees and their qualified dependents (family coverage). Enrollment in prior City of Phoenix Dental Plans counts towards major services time limit exclusions.

- B. In the event Congress or the State of Arizona passes legislation that considers the amount the City contributes to health insurance premiums as imputed income, then the City will consider such contribution as income to the employee.

### **Section 5-3. Life Insurance**

- A. The City will continue the existing off the job and on-the-job life and dismemberment insurance coverage. The policy shall provide a benefit for each employee equal to the member's base annual salary. In addition, the City will continue the existing death in the line of duty insurance of \$75,000.00. Additionally, the city will provide to each employee a \$200,000.00 death benefit covering the employee's commutation to and from his City work location. This policy will cover the employee's commute for up to 2 hours before his shift begins, and 2 hours after his shift concludes.
- B. In the event of the death of an employee while commuting to or from his work location, for a period of 2 hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the payment of a supplementary commutation life insurance policy for each employee.

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

The City will offer a long-term disability benefit for all full-time, regular unit members/employees pursuant to A.R. 2.323 as may be amended (providing that such amendments shall not conflict with the MOU). Employees who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible to apply for long term disability coverage. After an established 90 calendar day qualifying period, the plan will provide up to 66 2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age 75 for employees who have been employed full-time for 36 months and one day. This benefit will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits and disability provisions of the retirement plan.

Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long-term disability benefit for no more than 30 months.

### **Section 5-5. Presumptive Cancer Process Agreement**

4. Effective July 1, 2024 Unit 5 and the City agree that when any city of Phoenix firefighter/employee is undergoing cancer treatment, comfort and stability are paramount for the employee and his/her family. It is also agreed that for the Public Safety employee, the process outlined by the Presumptive Cancer Law, the Industrial

Commission of AZ (ICA), and the City's Worker's Compensation process must be followed to stay in compliance with State law and regulations. Since cancer presumption legislation was passed in August of 2019, the city has worked with the member/members to approve the claim/claims after a denial. When there is a denial of a claim, the city agrees to continue the process and to follow the spirit of the law by covering cancers after completion of the workers' compensation process. The process is outlined below.

5. The city will continue to follow its practice of approving Workers' Compensation cancer claims that fall under the current Presumptive Cancer Legislation and Arizona Workers' Compensation Laws. Should they meet the minimum requirements set forth in the presumptive cancer law, the City will issue a letter notifying the member that the City of Phoenix will cover the claim if denied by the third-party administrator (TPA) and through the ICA appeals process. The member must participate in the workers compensation claim process, which includes but is not limited to releasing all medical records and having an independent medical exam (IME) if required. If the claim is initially denied the city or member retains the option to request ICA appoint a committee of experts, to review the claim or the member may request an appeal. If the denial is upheld the city agrees to instruct the TPA to accept the claim and have it processed as approved.
6. In the event a member has a reoccurrence of a cancer that had initially occurred prior to the September 21, 2021, presumptive cancer legislation, the city will use the process outlined in Section 2 above for cancer recurrences. Because the current presumptive cancer legislation does not address the recurrence of cancer, the city and unit 5 agree to work together with our neighboring City, The City of Glendale, to bring legislation forward that will address this issue.

## **Section 5-6. Holidays, Vacations, and Donated Vacation Leave**

### **A. Bank of Donated Leave**

1. Each unit member/employee may complete a form to voluntarily donate vacation leave time for a specified number of hours, not to exceed the maximum number

of hours as noted in Section 5-5, Subsection A, 3. These forms will be processed on July 1, October 1, January 1, and April 1. The voluntary donation will continue each subsequent year on the second paycheck in July, unless revoked by the unit member/employee. This donated time is to be used by union officers and representatives for Union-related activities as determined by the Unit 5 Union President and Executive Board. It is recognized that all hours negotiated in lieu of additional pay and benefits have been donated by the members of Unit 5 from their bank of vacation leave. By filling out and submitting a voluntary donation form, each unit member/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 of Unit 5 will be considered the maximum number of hours available for donated hours under Article 5, Section 5-5.
3. The maximum number of hours that may be donated by any Unit member is 100 hours per fiscal year.
4. Only members of Unit 5 may donate hours to the Unit 5 bank of hours; Unit 5 may only accept donated hours from Unit 5 members.
5. No union member may use more than 120 hours of donated time during any one pay period.
6. Donated time does count towards hours worked for overtime purposes.
7. Examples of work performed by representatives on member donated release in support of the City include ensuring representation during administrative investigations and grievance/disciplinary appeal meetings with management; assisting unit members/employees in understanding and following work rules; administering the provisions of the Memorandum of Understanding; organizing and participating in charity functions within the greater Phoenix area to aid our communities. Member donated release is also used for authorized representatives to attend Union conferences, meetings, seminars, training classes, and workshops so that representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation, or any other purpose authorized by the President or Executive Board.

B. The City agrees to incorporate into the Memorandum the benefits provided under Administrative Regulation 2.11 as amended, indicating the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Cesar Chavez Birthday (March 31)

5. Memorial Day
6. **Juneteenth Day**
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Christmas Eve Day (6 hours for 56-hour employees and 4 hours for 40-hour employees).
13. Christmas Day

Employees working a 56-hour schedule shall receive 12 hours pay or compensatory time each holiday.

"Night pay" shall be \$3/hr higher on holidays. This additional night pay is given to the member who worked the shift for the holiday, not the actual date the night pay falls on. Example: New Year's Day additional night pay is paid to the member working shift that starts on January 1. Night pay is \$3 additional from 2200-midnight AND midnight to 0600 on January 2. Additional night pay would not be paid on December 31, unless that day was designated a holiday.

- C. "Night pay" that starts on Friday night at 2200, Saturday at 2200, and Sunday at 2200 will be paid \$2/hr. higher for the entire 8-hour period.
- D. Employees will continue to receive holiday pay while on industrial leave.
- E. Effective January 1, 1987, vacation accrual for employees with less than 5 years shall be increased to 11.2 hours per month, or the 40-hour equivalent. Vacation accrual for all other employees shall remain the same as currently authorized.
- F. Employees covered by this M.O.U. shall be permitted to sell back up to 80 hours total per M.O.U. year of accrued vacation leave to the City at the employee's regular straight-time hourly rate. This benefit shall not exceed a total of 80 hours and may be used as follows: 40 hours on the last pay period in November and/or May of each M.O.U. year. Employees will only be permitted to sell back an amount of accrued vacation hours that would not result in their total bank of hours to drop below 150 or 210 hours, depending upon the work schedule.
- G. Employees on average earn more vacation hours than there are opportunities to use them. Additionally, the Fire Department has struggled with staffing apparatus in recent years. Given this information, effective July 1, 2024, all employees over their max carryover for vacation will be automatically compensated for every hour they are over the max carryover on the last pay period of the year. Unit 5 HR Representatives will work with payroll to develop and implement a mechanism to automate this process.

- H. Effective July 1, 2014, and thereafter, an employee who has accrued at least 312 hours, or 223 hours for 40-hour employees, may elect to have 252 hours of vacation for a 56-hour unit member/employee or 180 hours of vacation for a 40-hour unit member/employee paid out in a lump sum or converted into their comp bank. Any unit member/employee may only elect to exercise this benefit 4 times in their career, and not more than one time in a fiscal year. This payment is not considered Final Average Salary for purposes of pension calculations. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.
- I. Employees may donate accrued vacation leave to other City employees who are on medical leave and who have exhausted all their paid leave based on guidelines contained in A.R. 2.144, with the understanding that no employee shall receive more than 12 months of donated time.
- J. Employees who have less than 40 hours vacation may buy up to 120 hours personal leave. The cost of the personal leave shall be 110% of the employee's base hourly rate. Such personal leave use and purchase shall not impact positively or negatively on the employee's pension or any other benefits.
- K. On the second paycheck in July 2019, and every year thereafter, every unit member/employee will receive 8.5 hours of vacation time, in addition to their other accruals, added to their vacation leave. This benefit will continue in perpetuity until otherwise agreed upon in good faith, by Unit 5 and the City, through the Meet and Confer process.
- L. Military Leave

Pursuant to ARS 26-168, ARS 38-610, and A.R. 2.39, employees who are members of the Arizona National Guard or the Reserves of the United States Armed Forces, will be entitled to a leave of absence from their duties for a period not to exceed 30 days in two consecutive years when they are engaged in ordered annual training or to attend camps, maneuvers, formations, or armory drills under orders of any branch, including the reserve or auxiliary. A day is defined as a shift of work.

#### **Section 5-7. Uniforms**

- A. In lieu of the \$135.00 per employee per year amount which was previously paid by the city to the Fire Department for additional uniform items, employees will now receive an equivalent annual uniform allowance amount of \$129.75. Payment of this uniform allowance will be made on or about August 1 of each MOU year. Such payment will be made to cover the cost of uniforms, maintenance, and cleaning of such uniforms.

B. The Fire Department shall fund a civilian position (would consider light duty personnel) to coordinate the ordering and delivery of uniforms. The logistics, hiring and assignment process will be determined through our labor management process.

- Terms of next uniform contract, or renewal of existing, shall include delivery from vendor to facility identified by Clothing Committee RBO for disbursement to members.

C. New employees will receive the entire annual uniform allowance within 30 days of the time they are directed to wear and maintain a uniform. The second uniform allowance, received at the start of the next fiscal year, will be equal to 1/12 of the annual uniform allowance for each month of the preceding fiscal period, starting with the first month the employee was directed to wear and maintain a uniform, to the start of the new fiscal year.

Prior to entering the Fire Academy, the Fire Department will furnish all new Firefighter Recruits with the following:

- 3 long sleeve red shirts
- 3 short sleeve red shirts  
(Recruits can select any combination of the long and short sleeve shirts noted above – not to exceed a total of six red shirts)
- 3 pair of blue fatigue pants
- 5 blue physical training (PT) shorts
- 1 pair of blue sweatpants

- 1 red sweatshirt (seasonally dependent)
- 1 belt
- 1 pair of OSHA/ANSI approved work boots; and,
- All necessary PPE's required to participate in Fire Academy functions.

The Fire Department will provide a full Class A dress uniform upon successful completion of the Fire Academy and promotion to Firefighter to include the following:

- 1 approved Class A dress jacket complete with patches and full fitment
- 1 approved Class A dress shirt complete with patches and full fitment
- 1 pair of approved Class A dress pants
- 1 approved Class A dress hat
- 1 approved Class A dress tie
- 1 approved Class A belt
- 1 approved Class A pair of shoes
- All approved hardware required (badges/pins etc.) to complete the approved Class A dress uniform; and,
- All necessary PPE's required to participate in field functions.

Additionally, any Captain RTO (Recruit Training Officer) or Firefighter Mentor (Firefighter or Engineer) assigned to the Recruit Training Academy will be provided a full Class A uniform (one time purchase) if the member has not already purchased one.

Upon promotion to Fire Engineer or Fire Captain, the Fire Department will provide a full Class A uniform to include the following:

- 1 approved Class A dress jacket complete with patches and full fitment
- 1 approved Class A dress shirt complete with patches and full fitment
- 1 pair of approved Class A dress pants
- 1 approved Class A dress hat
- 1 approved Class A dress tie; and,
- All approved hardware required (badges/pins etc.) to complete the approved Class A dress uniform.

The Fire Department will provide a Class A uniform to the Unit 5 member as a "one time only" purchase based upon whichever qualifying criteria previously listed is initially met. Until all Unit 5 members have been provided a Class A dress uniform by the Fire Department, no additional Class A dress uniforms will be issued to members who have already received the benefit. Labor and Management will continue to discuss funding options for additional Class A dress uniforms and the implementation plan for the new uniform language outlined above.

Labor and Management will meet to discuss an implementation plan for the new

uniform language outlined above.

- D. Employees who leave Department employment shall repay to the City the uniform allowance equal to 1/12 of the annual allowance per month for each month remaining in the fiscal year after the last day of the month in which the separation occurs. Provided, however, that employees who retire after August 31 will not be requested to repay any uniform allowance.
- E. An employee who has been on extended leave (paid or unpaid) of 2 months or longer shall have the next annual uniform allowance reduced by 1/12 of the annual allowance for each month of extended leave.

#### **Section 5-8. Tuition Reimbursement**

- A. Employees who participate in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:
  - 1. The maximum sum reimbursable to employees each fiscal year shall be \$6,500.
  - 2. To be eligible for any reimbursement, employees must have successfully completed academic or training courses approved in advance by the Fire Chief and the Human Resources Director and meet the requirements of A.R. 2.51 as may be amended, provided such amendments are not in conflict with the M.O.U.
  - 3. Unit members shall be allowed to use up to \$1000.00 of their reimbursement benefit for job-related seminars, workshops, and professional memberships each fiscal year.

#### **Section 5-9. Wellness, Health and Fitness**

- A. For each employee, the City of Phoenix shall contribute \$2.00 per month to a fitness fund to maintain and purchase fitness equipment for fire stations which has been charged against Unit 5's contract. The Fire Department will also contribute \$2.00 each month per member to the fitness fund. The fund will be maintained by the City and Fire Administration. The Health and Fitness labor management committee shall oversee the funds and purchase equipment after reviewing input from all Fire Department personnel.
- B. The Phoenix Fire Department Honor Guard is a professional organization that represents the Fire Department at official events, memorial services, and fire fighter's funerals. Through the work of the United Phoenix Fire Fighters Association, a registered 501c-3 non-profit association (ID#866053047), the Honor Guard provides public education and community service. To help pay for the expenses incurred by the Honor Guard members in the performance of their duties, the

City will contribute twenty-five thousand dollars (\$25,000.00) into a fund for each M.O.U. year. The President of the Union or his designee will manage this fund. The City Auditor Department may conduct annual audits of this fund. Any payments not adequately supported by the documentation of expenses will be returned to the fund by the Fire Union.

#### **Section 5-10. Worker's Compensation**

- A. Employees who agree to participate in the Fire Department's health centers consultation and rehabilitation programs shall continue to receive 100% of their current rate of pay while off-duty due to an industrial injury based on current practice which is a maximum of 1 year per injury, thereafter the rate becomes 66-2/3%.
- B. If there is a disagreement in treatment between the Fire Department physician and the employee's physician, the (2 physicians shall agree on a third physician whose decision shall be the final authority. Employees who refuse to adhere to the above conditions shall only receive 66-2/3% based on current state law and the current maximum monthly rate allowed. If an employee receives 66-2/3%, he/she may use sick leave, vacation, or compensatory time to make up the difference between 66-2/3% and 100%.
- C. Should the Union believe that a dispute in jurisdiction is unduly delaying a Worker's Compensation claim, or if the Union believes the City needs to provides greater assistance to an employee trying to reopen an old claim, the Union may request a meeting with City Worker's Compensation staff (provided the involved employee signs a release to do so) and such meeting will be scheduled within 14 calendar days.
- D. The city will first attempt to use physicians from specialty lists created by City of Phoenix Pension Boards for Independent Medical Examinations for employees in Unit 5 (represented by Phoenix Fire Fighters Association Local 493).
- E. Family and Medical Leave Act (FMLA) leave shall not run concurrent with leave paid as industrial injury/illness (e.g. Workers' Compensation).

#### **Section 5-11. Employee Benefit Trust Fund**

- A. Effective July 1, 2023, the existence of the Employee Benefit Trust Fund is continued for the term of this Memorandum of Understanding. The City will contribute \$68 per employee, per month, (\$31.385 per pay period) into the Fund for the purpose of providing a monthly stipend to retirees to apply to the costs of their health and/or dental insurance, a funeral expense benefit for employees and retirees, and such other benefits as may be lawfully provided, as determined in the discretion of the Trustees. The City's contribution will be matched by a \$29 per pay period to the same fund made by each employee.

- B. The Trust Fund shall be managed and administered by a Board of five (5) Trustees, selected as follows:
1. Two (2) Trustees shall be appointed by the City Manager.
  2. Two (2) Trustees shall be appointed by the Phoenix Fire Fighters Association, Local 493; and
  3. One (1) Trustee, who shall serve as Chairperson, shall be selected by the four (4) appointed Trustees specified above.
- C. The Trust Fund shall be invested in prudent, protected investments in compliance with applicable law. The Trustees may seek such outside, independent advice and consultation as they shall deem appropriate.
- D. The Fund Trustees may adopt such rules and regulations for their Plan of Benefits as they deem appropriate and are authorized to secure a formal trust instrument. The trust instrument and any amendments thereto, must be specifically approved by the City Manager and the Union before they can become effective.
- E. Sums contributed to the Trust Fund shall be tracked with each employee being assigned a notional account which records the contributions made by such employee. All amounts in the Fund, together with any earnings thereon, shall be available for distribution as specified in the rules and regulations of the Plan of Benefits adopted by the Trustees. The Trustees shall have authority, consistent with their duties as Trustees, to amend the Plan of Benefits from time to time, including the authority to reduce or suspend benefit levels if required by the level of funding available. In no event will any benefit specified at any time in the Plan of Benefits be considered non-forfeitable. Benefits may be insured by a contract of insurance, but there is no liability upon the City, the Union or the Board of Trustees or its constituent members to provide benefit payments over and beyond the amounts in the Fund collected and available for such purpose.
- F. Any Fund participant who separates from the bargaining Unit prior to retirement, or who promotes out of the Unit shall receive an amount equal to all of his or her or her contributions to the Fund, plus interest based on the average annual interest earned by the Fund but shall receive no other benefits and have no other claim on the Fund. Notwithstanding the foregoing, the Trustees may: (1) permit participants who promote out of the Unit to continue participation until retirement; and (2) permit participants who have severed employment to be reinstated in the Fund; either upon such terms and conditions as the Trustees may require.
- G. Upon the death of any employee or retiree, the Fund will provide a benefit to assist with funeral expenses in an amount to be determined by the Trustees. The Fund Trustees may determine to provide to a surviving spouse of a deceased employee or retiree a monthly stipend for application to the cost of their

health/dental insurance.

- H. The Trustees shall prepare a booklet describing the Plan of Benefits for circulation to employees and retirees, and shall prepare and circulate, in like manner, a summary of any modifications made to the Plan of Benefits during the term of this Memorandum of Understanding.
- I. If the Trust Fund is terminated for any reason, undistributed funds shall be distributed to those individuals (whether active or retired) who contributed to the Fund. Such distribution shall be pro rata based on the amount of the contribution of such individuals to the Fund less any disbursements they have received under the Plan of Benefits.
- J. Payments to retirees from the Trust Fund shall be in addition to current City contributions to retiree health insurance premiums.

#### **Section 5-12. Payroll Report**

- a. A report will be shared quarterly as part of the HR Newsletter that gives a total dollar amount overpaid and underpaid to all members for that quarter. Additionally, this report will share common mistakes found in paychecks for that quarter, if any, so members can stay on top of their paycheck. This information will help identify trends and give members the tools they need to find errors in their paychecks to prevent errors to grow for long periods of time.
- b. Fire Payroll will provide an educational/tutorial component either in person or online on how to read and/or calculate Unit 5 members Paychecks twice a year.

### **Article 6. Miscellaneous**

#### **Section 6-1. Saving Clause**

- A. If any Article or Section of this Memorandum should be held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby. In the event the decision of the court in *Cheatham, et al v. Gordon*, is stayed, reversed, vacated, or otherwise not given effect in whole or in part, by any court, then the City agrees to meet and confer within 30 days of said ruling with Unit 5 to resolve any additional issues resulting from the ruling of the court. The basis for negotiations will be the document dated April 13, 2014, Proposed Unit 5 Addendum.

- B. It is recognized by the parties that the provisions of the Fair Labor Standards Act are currently applicable to certain of the wage and premium pay provisions of this M.O.U., and that this M.O.U. shall be administered in compliance with the FLSA for so long as the Act is applicable.
- C. Nothing contained in the Memorandum shall preclude the parties from following the requirements of the Americans with Disabilities Act.

#### **Section 6-2. Printing of M.O.U.**

Printing vendors secured by the Union shall comply with Ordinance G-1372 (Affirmative

Action Supplier's Ordinance), as may be amended, and Ordinance G-1901 (Affirmative Action Employment by Contractors, Subcontractors, and Suppliers), as may be amended. Printing of the M.O.U. shall be done by a Union printer only.

### **Section 6-3. Fire Watch**

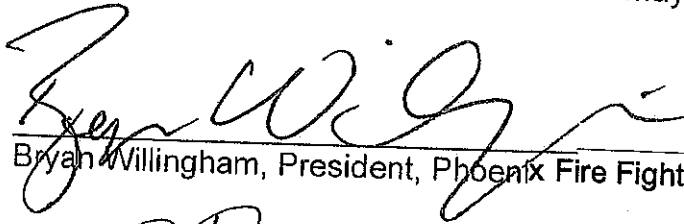
- A. Whenever a Fire Department employee is required by the Fire Marshal or requested by a private party, to perform a fire watch, standby, or other associated duties for Fire Code compliance, such opportunities shall first be offered to Unit members/employees. Such work shall be offered to those members that are suitably qualified and who volunteer for such duty during their off-duty hours within a rotation system approved by the Fire Chief after consultation with the Union. In the event that no employee accepts such work, or in case of emergency, such work shall be offered to qualified non-Unit employees. It is understood that the rate of payment shall be at 1 ½ times the employee's base 40-hour rate, except in cases where non-Unit employees are utilized in which case payment shall be at 1 ½ times the non-Unit employee's base 40 hour rate. For purposes of Section 6-3, Article 6 only, the terms "qualified" is defined as follows:
1. "Qualified" shall mean any employee of the Fire Department who is familiar with the Fire Code and has successfully completed the Fire Watch training program provided by the Department.
  2. "Emergency" shall mean any fire watch situation that cannot be pre-scheduled.

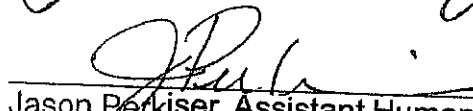
### **Section 6-4. Term and Effect of Memorandum**

- A. This Memorandum shall remain in full force and effect commencing with the beginning of the first regular pay period in July 2024, up to the beginning of the first regular pay period commencing in July 2026.
- B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein to take effect during the term or extensions thereof.
- C. This Memorandum constitutes the total and entire agreements between the parties and no past written or verbal statement/agreements shall supersede any of its provisions. Throughout the term of this Memorandum, the City and the union may jointly decide to participate in Labor-Management meetings to discuss items of mutual interest on an as-needed basis.
- D. It is intended by the parties hereto that the provisions of this Memorandum shall be in harmony with the rights, duties, obligations, and responsibilities which by law devolve upon the City Council, City Manager, Fire Chief, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.

- E. The Union recognizes the powers, duties and responsibilities of the Fire Chief as set forth in the Charter and Ordinances and that pursuant thereto the Fire Chief has the authority to establish rules and regulations applicable to the operation of the Fire Department and to the conduct of the employees and officers employed therein, subject to the express provisions of this Memorandum.
- F. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the Meet and Confer proceedings resulting in the Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the Fire Chief, the City Council, or the City Manager.

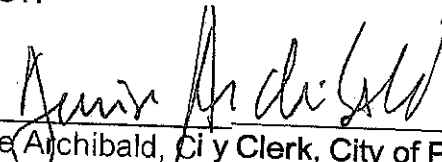
IN WITNESS WHEREOF, the parties have set their hands this  
of May, 2023

  
Bryan Willingham, President, Phoenix Fire Fighters Association Local 493

  
Jason Perkiser, Assistant Human Resources Director

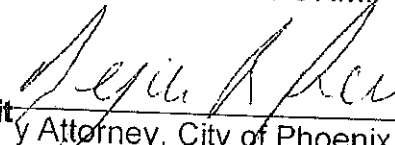
  
Jeff Barton, City Manager, City of Phoenix

ATTEST:

  
Denise Archibald, City Clerk, City of Phoenix

65.12.2023

APPROVED AS TO FORM:

  
ACTING. City Attorney, City of Phoenix

Local 493 Team:

Bryan Willingham, President  
Ben Lindquist  
Ed Beuerlein  
Tim West  
Eric Kalkbrenner  
Tim Gammage Jr.  
Gabe Orosco  
Scott Crowley  
Brian Moore

City of Phoenix Team:

Jason Perkiser, Assistant HR Director  
Mark Gonzales, Assistant Fire Chief  
Tim Gammage, Battalion Chief  
Mike Molitor, Deputy Chief  
Chris Healey, Deputy Chief  
Brianna Aceves, Admin. Assistant II  
Jennifer Flaherty, Secretary, (Scribe)

## ATTACHMENT A HOURLY PAY RATES

Unit 5 and the City's Negotiations team will work together during this year's Meet and Confer process to insert the 2023 Class and Comp steps adopted by the Mayor and Council. In addition, we will work collaboratively to identify inequities and make any necessary adjustments.

### HOURLY PAY RATES

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>FIREFIGHTER</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Upon Graduation from Academy	1	\$17.205	1	\$26.510
6 Months After Graduation from Academy	2	\$17.635	2	\$27.160
1 ½ Years After Graduation from Academy	3	\$18.422	3	\$28.370
2 ½ Years After Graduation from Academy	4	\$18.991	4	\$29.260
3 ½ Years After Graduation from Academy	5	\$19.915	5	\$30.670
4 ½ Years After Graduation from Academy	6	\$20.984	6	\$32.300
5 ½ Years After Graduation from Academy	7	\$22.031	7	\$33.920
6 ½ Years After Graduation from Academy	8	\$23.169	8	\$35.700
7 ½ Years After Graduation from Academy	9	\$25.087	9	\$38.630

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>FIREFIGHTER PARAMEDIC</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Fire Fighter upon assignment as a Paramedic	21	\$22.031	21	\$33.920
Fire Fighter Paramedic after one year	22	\$23.169	22	\$35.700
Fire Fighter Paramedic after two years	23	\$24.381	23	\$37.540
Fire Fighter Paramedic after three years	24	\$25.538	24	\$39.330
Fire Fighter Paramedic after four years	25	\$27.648	25	\$42.580

<u>FIREFIGHTER SO</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Firefighter at Step 1 upon assignment	31	\$18.422	31	\$28.390
Firefighter at Step 2 upon assignment	32	\$18.853	32	\$29.030
Firefighter at Step 3 upon assignment	33	\$19.637	33	\$30.250
Firefighter at Step 4 upon assignment	34	\$20.208	34	\$31.130
Firefighter at Step 5 upon assignment	35	\$21.132	35	\$32.530
Firefighter at Step 6 upon assignment	36	\$22.202	36	\$34.180
Firefighter at Step 7 upon assignment	37	\$23.248	37	\$35.820
Firefighter at Step 8 upon assignment	38	\$24.390	38	\$37.550
Firefighter at Step 9 upon assignment	39	\$26.303	39	\$40.510

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>FIREFIGHTER SO/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Firefighter Paramedic at Step 21 upon assignment	51	\$23.248	51	\$35.820
Firefighter Paramedic at Step 22 upon assignment	52	\$24.390	52	\$37.560
Firefighter Paramedic at Step 23 upon assignment	53	\$25.598	53	\$39.420
Firefighter Paramedic at Step 24 upon assignment	54	\$26.755	54	\$41.220
Firefighter Paramedic at Step 25 upon assignment	55	\$28.866	55	\$44.470

<u>FIREFIGHTER HMT &amp; TRT</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Firefighter at Step 1 upon assignment	61	\$19.640	61	\$30.260
Firefighter at Step 2 upon assignment	62	\$20.071	62	\$30.900
Firefighter at Step 3 upon assignment	63	\$20.856	63	\$32.100
Firefighter at Step 4 upon assignment	64	\$21.426	64	\$33.000
Firefighter at Step 5 upon assignment	65	\$22.349	65	\$34.420
Firefighter at Step 6 upon assignment	66	\$23.416	66	\$36.090
Firefighter at Step 7 upon assignment	67	\$24.466	67	\$37.680
Firefighter at Step 8 upon assignment	68	\$25.605	68	\$39.450
Firefighter at Step 9 upon assignment	69	\$27.522	69	\$42.380

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>FIREFIGHTER HMT &amp;TRT/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Firefighter Paramedic at Step 21 upon assignment	81	\$24.466	81	\$37.680
Firefighter Paramedic at Step 22 upon assignment	82	\$25.605	82	\$39.450
Firefighter Paramedic at Step 23 upon assignment	83	\$26.815	83	\$41.300
Firefighter Paramedic at Step 24 upon assignment	84	\$27.975	84	\$43.090
Firefighter Paramedic at Step 25 upon assignment	85	\$30.082	85	\$46.330

<u>ENGINEER</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon promotion	1	\$24.237	1	\$37.310
Engineer six months after promotion	2	\$25.501	2	\$39.280
Engineer one and 1/2 years after promotion	3	\$27.616	3	\$42.540

<u>ENGINEER PARAMEDIC</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon assignment	21	\$27.850	21	\$42.900
Considered for increase on anniversary date	22	\$29.962	22	\$46.140

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>ENGINEER SO</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon assignment	31	\$26.718	31	\$41.150
Considered for increase on anniversary date	32	\$28.835	32	\$44.430

<u>ENGINEER SO/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon assignment	51	\$29.068	51	\$44.760
Considered for increase on anniversary date	52	\$31.181	52	\$48.020

<u>ENGINEER HMT &amp; TRT</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon assignment	61	\$27.938	61	\$43.030
Considered for increase on anniversary date	62	\$30.053	62	\$46.270

<u>ENGINEER HMT&amp;TRT/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon assignment	81	\$30.285	81	\$46.640
Considered for increase on anniversary date	82	\$32.400	82	\$49.900

<u>CAPTAIN</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon promotion	8	\$26.838	8	\$41.340
Captain after 1 year	9	\$28.178	9	\$43.390
Captain after 2 years	10	\$32.032	10	\$49.330

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>CAPTAIN PARAMEDIC</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon assignment	21	\$29.184	21	\$44.930
Considered for increase on anniversary date	22	\$30.525	22	\$47.000
Considered for increase on anniversary date	23	\$34.378	23	\$52.930

<u>CAPTAIN SO</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon assignment	31	\$28.056	31	\$43.220
Considered for increase on anniversary date	32	\$29.396	32	\$45.280
Considered for increase on anniversary date	33	\$33.248	33	\$51.190

<u>CAPTAIN SO/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon assignment	51	\$30.402	51	\$46.820
Considered for increase on anniversary date	52	\$31.743	52	\$48.900
Considered for increase on anniversary date	53	\$35.597	53	\$54.810

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>CAPTAIN HMT &amp;TRT</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon assignment	61	\$29.272	61	\$45.080
Considered for increase on anniversary date	62	\$30.614	62	\$47.140
Considered for increase on anniversary date	63	\$34.467	63	\$53.060

<u>CAPTAIN HMT &amp;TRT/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon assignment	81	\$31.623	81	\$48.700
Considered for increase on anniversary date	82	\$32.962	82	\$50.760
Considered for increase on anniversary date	83	\$36.814	83	\$56.700

Progression through these steps shall be in accordance with established regulations and the City's Pay Ordinance. It is understood that any time a member is promoted to another classification or assigned as a firefighter paramedic and is within a pay classification range, the member will proceed to the next higher step upon promotion or assignment.

## **ATTACHMENT B VACATION CARRYOVER**

With the reinstatement of vacation buy back in FY 2021-2022, vacation carryover will be the established maximum plus 240 hours (or the 56-hour equivalent). In FY 2022-2023, the vacation carryover will be the established maximum plus 160 hours (or the 56-hour equivalent). In FY 's 2024-2026 the vacation carryover will be the established maximum plus 120 hours (or the 56-hour equivalent).



## **Proposed 9th Ave. and Happy Valley Road Annexation - Authorization to File**

Request to authorize the City Manager, or his designee, to file with the Maricopa County Recorder's Office a blank petition for a proposed annexation. This annexation was requested by Kathleen Shaffer with May, Potenza, Baran & Gillespie, P.C. for the purpose of receiving City of Phoenix services. The proposed annexation conforms to current City policies and complies with Arizona Revised Statutes section 9-471 regarding annexation.

### **Summary**

Signatures on the proposed annexation petition shall not be obtained for a waiting period of 30 days after filing the blank petition with the Maricopa County Recorder. Additionally, a Public Hearing will be scheduled within this 30-day waiting period, permitting the City Council to gather community input regarding the annexation proposal. Formal adoption of this proposed annexation will be considered at a later date.

### **Location**

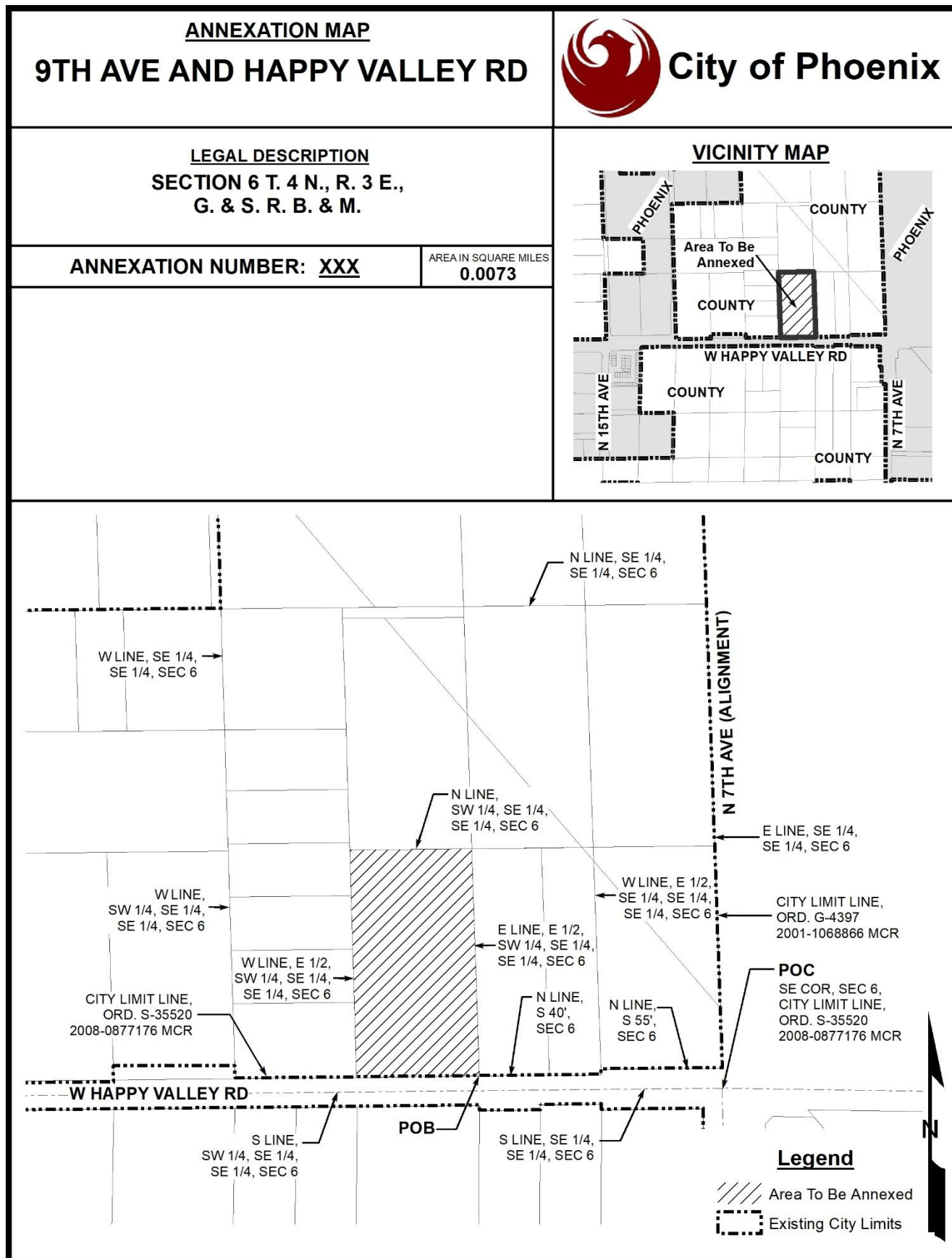
The proposed annexation area includes parcel 210-09-019, located at 9th Ave. and Happy Valley Road (**Attachment A**). The annexation area is approximately 4.69 acres (0.0073 sq. mi.) and population estimate is three individuals.

Council District: 1

### **Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.

# Attachment A





## **Proposed 19th Avenue and Park View Lane Annexation - Authorization to File**

Request to authorize the City Manager, or his designee, to file with the Maricopa County Recorder's Office a blank petition for a proposed annexation. This annexation was requested by Clark Diepholz of Hawkeye Development, LLC for the purpose of receiving City of Phoenix services. The proposed annexation conforms to current City policies and complies with Arizona Revised Statutes section 9-471 regarding annexation.

### **Summary**

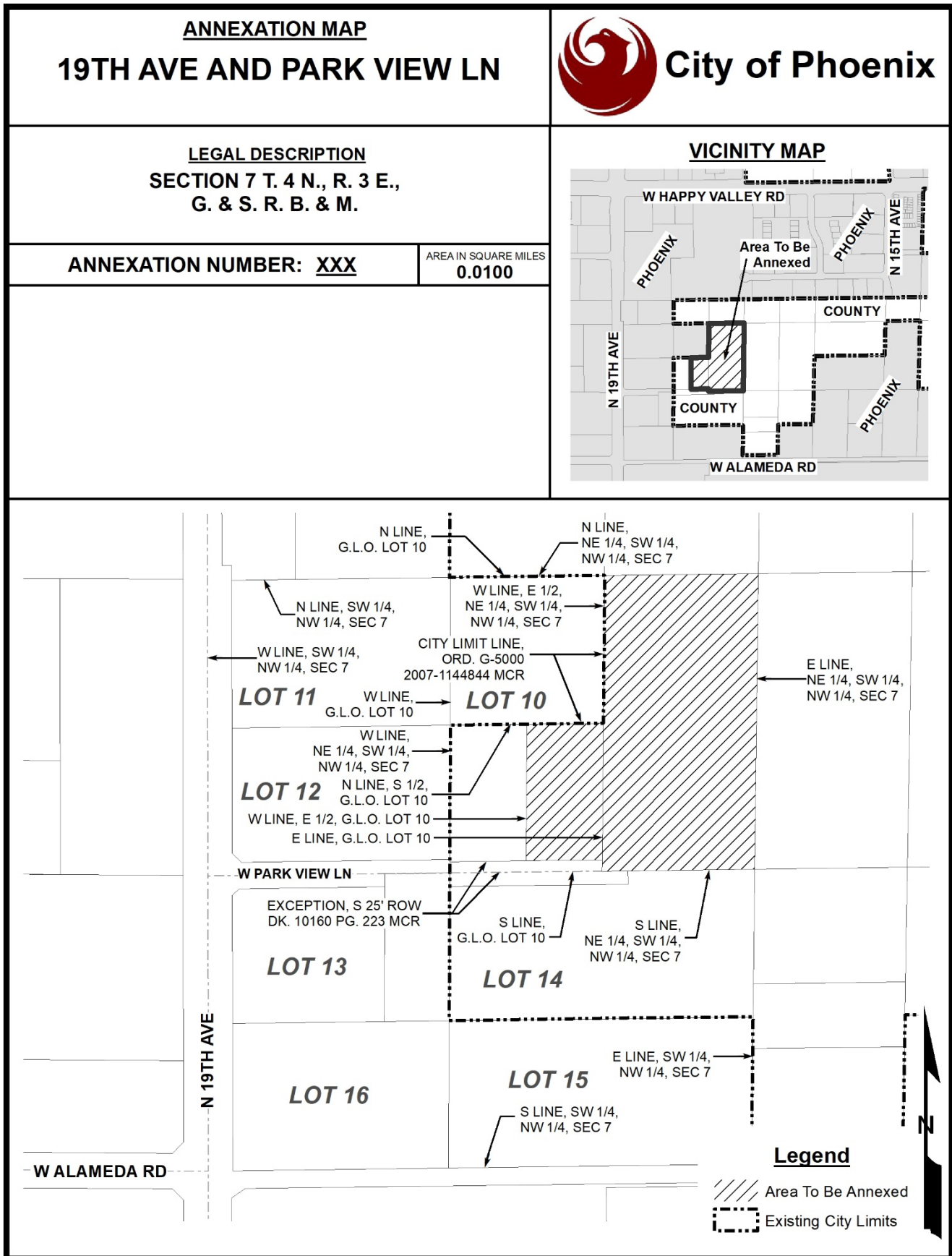
Signatures on the proposed annexation petition shall not be obtained for a waiting period of 30 days after filing the blank petition with the Maricopa County Recorder. Additionally, a Public Hearing will be scheduled within this 30-day waiting period, permitting the City Council to gather community input regarding the annexation proposal. Formal adoption of this proposed annexation will be considered at a later date.

### **Location**

The proposed annexation area includes parcels 210-07-015 and 210-07-033E, located at 19th Avenue and Park View Lane (**Attachment A**). The annexation area is approximately 6.386 acres (0.0100 sq. mi.) and population estimate is zero individuals. Council District: 1

### **Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the City Clerk Department.





**Amend Ordinance S-46963 Accepting and Dedicating Deeds and Easements for Roadway, Sidewalk and Public Utility Purposes (Ordinance S-50415)**

Request the City Council to amend Ordinance S-46963 to correct the legal description for Easement (K) for public utility purposes and easement (L) for sidewalk purposes; further ordering the ordinance recorded.

**Summary**

Ordinance S-46963 authorized acceptance and dedication of easements for roadway, sidewalk and public utility purposes. A recent survey of a property at 2640 N. 52nd St. revealed errors in the legal descriptions attached to Easement (K) for public utility purposes and Easement (L) for sidewalk purposes. The ordinance is being amended to correct the legal descriptions for those easements.

Easement A (formerly K)

Applicant: 52nd Street Partners, LLC, its successor and assigns

Purpose: Public Utility

Location: 2640 N. 52nd St.

File: FN 200566

Council District: 6

Easement B (formerly L)

Applicant: 52nd Street Partners, LLC, its successor and assigns

Purpose: Sidewalk

Location: 2640 N. 52nd St.

File: FN 200566

Council District: 6

All other conditions and stipulations previously stated in Ordinance S-46963 remain the same.

**Concurrence/Previous Council Action**

City Council authorized the acceptance and dedication of deeds and easements for roadway, sidewalk, and public utilities purposes:

- (Ordinance S-46963) on Oct. 7, 2020.

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development and Finance departments.



**Acceptance and Dedication of Easements for Sidewalk Purposes (Ordinance S-50424)**

Request for the City Council to accept and dedicate easements for sidewalk purposes; further ordering the ordinance recorded.

**Summary**

Accepting the property interests below meets the Planning and Development Department's Single Instrument Dedication Process requirement prior to releasing any permits to applicants.

Easement (A)

Applicant: Holland Real Estate, LLC, its successor and assigns

Purpose: Sidewalk

Location: 5128 W. Van Buren St.

File: FN 230095

Council District: 7

Easement (B)

Applicant: Cobblestone Phoenix Propco, LLC, its successor and assigns

Purpose: Sidewalk

Location: 302 N. 51st Ave.

File: FN 230045

Council District: 7

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development and Finance departments.



**Acceptance of Easements for Temporary Turn Around and Sewer Purposes  
(Ordinance S-50432)**

Request for the City Council to accept easements for temporary turn around and sewer purposes; further ordering the ordinance recorded.

**Summary**

Accepting the property interests below meets the Planning and Development Department's Single Instrument Dedication Process requirement prior to releasing any permits to applicants.

Easement (A)

Applicant: 3330 Madison, LLC, its successor and assigns

Purpose: Temporary Turn Around

Location: 3330 W. Madison St.

Expires: At the completion of construction and dedication of Madison Street to the West into lots three, four, and/or five of Wormser's Addition.

File: FN 230043

Council District: 7

Easement (B)

Applicants: Daniel John Budzban; Stephanie Dawn Budzban; James R. Bathurst; Joan M. Bathurst; its successor and assigns

Purpose: Sewer

Location: 9813 S. 39th Ave.

File: FN 230083

Council District: 8

Easement (C)

Applicant: Dobbins Village Homeowners Association; its successor and assigns

Purpose: Sewer

Location: S. 39th Avenue and W. Elliot Road

File: FN 230083

Council District: 8

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson and the Planning and Development and Finance departments.



**Acquisition of Vacant Land South of Alameda Road Between 7th and 19th Avenues for a New North Phoenix Transit Operations and Maintenance Garage (Ordinance S-50433)**

Request to authorize the City Manager, or his designee, to acquire approximately 24.7 acres of vacant land by donation, purchase within the City's appraised value, purchase at a settlement amount arrived at through mediation and determined by the City Manager or his designee to be reasonable under the circumstances, or the power of eminent domain for a new North Phoenix Transit Operations and Maintenance Garage south of Alameda Road between 7th and 19th avenues. Further request to authorize the City Controller to disburse all funds related to this item.

**Summary**

The Public Transit Department, as part of its current operations and future bus fleet transition to battery electric buses and hydrogen-fuel-cell electric buses, needs to construct an operations and maintenance garage to support the operation of public transit services. Two of the three existing operation and maintenance garages were constructed in 1981 and are at capacity for buses and operations. The acquisition of approximately 24.7 acres of vacant land is required to facilitate the construction of a new North Phoenix Operations and Maintenance Garage for more fleet capacity, new fueling technology, and a more modern facility to effectively provide bus service to the City and surrounding communities.

The parcel affected by this acquisition is a portion of the land identified by Maricopa County Assessor's parcel number 210-07-090C, located south of Alameda Road between 7th and 19th avenues.

**Financial Impact**

Funding is available in the Public Transit Department's Capital Improvement Program budget.

**Location**

South of Alameda Road between 7th and 19th Avenues.  
Council District: 1

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and Public Transit and Finance departments.



## **Collection Services - RFQu 18-291 - Amendment (Ordinance S-50436)**

Request to authorize the City Manager, or his designee, to execute an amendment to Contract 148508 with Ability Recovery Services, LLC, to extend the contract term. Further request to authorize the City Controller to disburse all funds related to this item. No additional funds are needed. Staff requests to continue using Ordinance S-44972.

### **Summary**

This contract will provide debt collection resources by providing accurate debt collections, monitoring, and reporting debts. Debt collection accounts are referred to contractors based on the type and age of the debt, which is generally after 35 days. The City's major types of debt are general accounts receivable, Fire Department emergency transportation services, municipal services including water, wastewater, and refuse, Transaction Privilege Tax, library books, Police false alarms, and damage claims of City property. All fees associated with the debt collections are paid through payments received by the collection agency, except for Fire Department emergency transportation services, which is billed for the services and paid by the City.

### **Contract Term**

Upon approval the contract will be extended through Dec. 31, 2024, with an option to extend through Dec. 31, 2025.

### **Financial Impact**

The aggregate value of the contract will not exceed \$234,600 and no additional funds are needed.

### **Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- Collection Services Contract 148508 (Ordinance S-44972) on Sep. 5, 2018.

### **Responsible Department**

This item is submitted by City Manager Jeffrey Barton and the Finance Department.



## **Two-way Pager Equipment and Service - Amendment (Ordinance S-50431)**

Request to authorize the City Manager, or his designee, to execute an amendment to Contract 149445 with Spok, Inc. to extend the contract term to continue the pager and related data services utilized citywide. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed \$64,000.

### **Summary**

This contract will provide two-way pagers and services for multiple departments for their longstanding process control, emergency protocol, and business processes for the next five years. The Information Technology Services Department manages the administration of pagers and produces monthly reports for departments to audit usage and discontinue service for those no longer needed. The primary users of pagers are Fire Department (93 pagers) and Water Services Department (42 pagers). The Fire Department uses pagers for Dispatch Center emergency notification to hospitals and employee notifications for those without a City-assigned cell phone. The Water Services Department uses the pagers to receive critical alerts and messages from their wastewater plants control systems.

Spok, Inc. provides low-cost notification devices that often have the associated numbers integrated into systems and processes. Continuing this contract mitigates the operational impact and risk of changing pager numbers hard-programmed into process control and emergency protocols. Unlike cell phone numbers, pager phone numbers are not subject to the Federal Communications Commission wireless local number portability requirements. They are typically owned by the paging company and cannot be ported away from them.

### **Contract Term**

Upon approval, the contract will be extended through Dec. 31, 2028.

### **Financial Impact**

Upon approval of \$64,000 in additional funds, the revised aggregate value of the contract will not exceed \$190,000. Funds are available in the various departments' budgets.

**Concurrence/Previous Council Action**

The City Council previously reviewed this request authorizing the initial contract and expenditures, Ordinance S-45255 on Dec. 12, 2018.

**Responsible Department**

This item is submitted by Deputy City Manager Inger Erickson and the Information Technology Services Department.



## **Roofing Replacement and Repairs Contracts - IFB FY24-086-04 Request for Award (Ordinance S-50412)**

Request to authorize the City Manager, or his designee, to enter into contracts with Capstone Roofing, LLC, Mighty Roofing LLC, and Arizona Construction & Restoration Corporation to provide roofing replacement and repairs for the Housing Department. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contracts will not exceed \$1,250,000.

### **Summary**

This contract will provide roofing replacement and repairs to the Single Family Scattered Site Homes, Senior Housing Sites, and other buildings owned by the Housing Department.

### **Procurement Information**

An Invitation for Bid procurement was processed in accordance with City of Phoenix Administrative Regulation 3.10.

Three vendors submitted bids deemed to be responsive to posted specifications and responsible to provide the required goods and services. Following an evaluation based on price, the procurement officer recommends award to the following vendors:

- Capstone Roofing, LLC
- Mighty Roofing LLC
- Arizona Construction & Restoration Corporation

### **Contract Term**

The contracts will begin on or about Feb. 1, 2024, for a five-year term with no options to extend.

### **Financial Impact**

The aggregate contract values will not exceed \$1,250,000. The contracts are with U.S. Department of Housing and Urban Development (HUD) funds. There is no impact to the General Fund.

**Responsible Department**

This item is submitted by Deputy City Manager Gina Montes and the Housing Department.



**Community Planning and Consulting Services - Marcos de Niza Apartments - Contract for RFP FY24 086-02 (DRW) - Request for Award (Ordinance S-50414)**

Request to authorize the City Manager, or his designee, to enter into a contract with The Liou Choice, LLC to provide Community Planning and Consulting Services for the Marcos de Niza Apartment Community for the Housing Department. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will not exceed \$1,302,170. There is no impact to the General Fund.

**Summary**

The contract will provide for successful completion of all tasks and activities to develop a comprehensive neighborhood revitalization plan, or transformation plan, for the Marcos de Niza Apartment Community and the surrounding neighborhood.

Marcos de Niza is an affordable and public housing apartment community, located at 305 W. Pima Road, with a total of 374 units in 124 buildings on 30.5 acres.

The awardee is required to provide planning and coordination services in connection with development of a neighborhood revitalization plan, preparation of a Choice Neighborhoods Planning Grant application (should the City elect to apply), and the application of a future Choice Neighborhoods Implementation Grant and are required to provide ongoing technical assistance throughout each Choice Neighborhoods Grant initiative.

**Procurement Information**

A Request for Proposal procurement was processed in accordance with City of Phoenix Administrative Regulation 3.10.

Two vendors submitted proposals deemed responsive and responsible. An evaluation committee of City staff evaluated the proposals on a 1,000-point scale based on the following criteria:

- Experience and Qualifications
- Method of Approach

- Schedule
- Pricing

After reaching consensus, the evaluation committee recommends award to the following vendor:

- The Liou Choice, LLC

**Contract Term**

The contract will begin on or about Dec. 20, 2023, and end upon the City's confirmation that the necessary items in the scope of work have been completed.

**Financial Impact**

The aggregate contract value will not exceed \$1,302,170. Funding is available in the Housing Department's Affordable Housing budget. There is no impact to the General Fund.

**Location**

305 W. Pima Road  
Council District: 8

**Responsible Department**

This item is submitted by Deputy City Manager Gina Montes and the Housing Department.



**Lead-Based Paint Inspections and Risk Assessments - Contract - RFQ FY24-086-08 - Request to Award (Ordinance S-50429)**

Request to authorize the City Manager, or his designee, to enter into a contract with Fiberquant, Inc. to provide lead-based paint testing and monitoring for the Housing Department. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will not exceed \$102,250. There is no impact to the General Fund.

**Summary**

This contract will provide testing for lead-based paint and other hazards at various properties around the City owned by the Housing Department. In addition to testing, an assessment will be provided and any properties that have a positive test will be monitored for an additional period of time determined to be appropriate by the assessment.

**Procurement Information**

A Request for Quote procurement was processed in accordance with City of Phoenix Administrative Regulation 3.10.

Five vendors submitted bids deemed to be responsive to the specifications and responsible to provide the required services. Following an evaluation based on price, the procurement officer recommends award to the following vendor:

- Fiberquant, Inc.

**Contract Term**

The contract will begin on or about Jan. 1, 2024, for a five-year term with no options to extend.

**Financial Impact**

The aggregate contract value will not exceed \$102,250. The contract is funded with U.S. Department of Housing and Urban Development funds. There is no impact to the General Fund.

**Responsible Department**

This item is submitted by Deputy City Manager Gina Montes and the Housing Department.



**Authorization to Amend Emergency Shelter/Heat Related Respite Operator and Supportive Services Qualified Vendor List and Increase Authority (Ordinance S-50419)**

Request authorization for the City Manager, or his designee, to amend the Request for Qualifications for Emergency Shelter/Heat Related Respite Operator and Supportive Services Qualified Vendor List (QVL) to add \$6,040,000 in General Purpose Funds and \$712,847 in American Rescue Plan Act funds for a new not to exceed amount of \$30,052,847. Further request authorization for the City Controller to disburse funds for the life of the QVL. Funding is available in the Human Services Department operating budget and via existing federal grant funding.

**Summary**

The City of Phoenix Office of Homeless Solutions (OHS) provides support and services for persons experiencing homelessness and is committed to ending homelessness through a comprehensive, regional approach to housing and services. With the dramatic rise of unsheltered individuals experiencing homelessness during and after the COVID-19 pandemic, the OHS is allocating additional resources to serve this population and focus on housing and services for those most vulnerable. Qualified vendors from this procurement could be awarded future contracts for specific projects when opportunities become available. Contracts awarded include City-owned projects in need of temporary emergency shelter/heat related respite operators and/or supportive services to individuals or families experiencing homelessness.

**Contract Term**

The term of the QVL will remain unchanged from Feb. 1, 2023, through June 30, 2028.

**Financial Impact**

The total cost of the contracts will not exceed \$30,052,847 over the life of the QVL. Funding is available in the Human Services Department operating budget and via existing federal grant funding.

**Concurrence/Previous Council Action**

- On Jan. 25, 2023, the City Council approved the QVL with Ordinance S-49352.

- On June 28, 2023, the City Council approved an additional \$13.3 million with Ordinance S-49924.

**Responsible Department**

This item is submitted by Deputy City Manager Gina Montes and the Human Services Department.



**Authorization to Amend Contract and Accept Additional Local Utility Assistance Funding from the Arizona Community Action Association dba Wildfire (Ordinance S-50430)**

Request to authorize the City Manager, or his designee, to amend Contract 158917 with the Arizona Community Action Association dba Wildfire (Wildfire) to accept additional local utility assistance funding in an amount up to \$95,000 for a new contract total not to exceed \$417,210 for the period of July 1, 2023, through June 30, 2024. Further request authorization for the City Treasurer to accept, and the City Controller to disburse, all funds related to this item. There is no impact to the General Fund.

**Summary**

Funds provided to the City of Phoenix Human Services Department through Wildfire will be used to assist low-income individuals and families by removing barriers to self-sufficiency through utility bill assistance. This additional funding will allow the City of Phoenix to provide utility bill assistance to approximately 150 additional Phoenix households.

**Contract Term**

The contract term is one year beginning July 1, 2023, through June 30, 2024.

**Financial Impact**

The new contract total will not exceed \$417,210. Additional funding for Fiscal Year 2023-24 will be provided by several local utility funding sources (see **Attachment A**). There is no impact to the General Fund.

**Concurrence/Previous Council Action**

City Council approved this contract (Ordinance S-49944) on June 28, 2023.

**Responsible Department**

This item is submitted by Deputy City Manager Gina Montes and the Human Services Department.

## **Attachment A**

### **FY 2023 24 Fund Allocations**

#### **Fund Source**

Utility, Repair, Replace, Deposit (URRD)	\$ 61,760.00
APS Crisis Bill Assistance	\$ 121,670.00
Southwest Gas LIEC Bill Assistance	\$ 41,520.00
Southwest Gas Energy SHARE Bill Assistance	\$ 35,860.00
Salt River Project (SRP) Bill Assistance	\$ 156,400.00
	\$ 417,210.00



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Agenda Date: 12/13/2023, Item No. \*27

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**\*\*\*ITEM REVISED (SEE ATTACHED MEMO)\*\*\* Proposed Vacant Property Registry (Ordinance G-7203)**

Request City Council approval of the proposed framework for the Neighborhood Services Department's (NSD) Vacant Property Registry (VPR).

**Summary**

In May 2023, NSD presented a draft framework for a VPR to the Community and Cultural Investment (CCI) Subcommittee. NSD addresses property maintenance violations for occupied and unoccupied/vacant properties. Vacant properties can present a challenge when trying to notify a responsible party regarding code violations. In some cases, staff spends significant time researching ownership contact information when the information is not readily available, or when the owner is located out of state and does not have a local point of contact.

The draft framework would require vacant non-residential properties, unimproved land that is over 10,000 square feet, and residential properties, with 50 or more units, to register if vacant for more than 30 days. Staff would create a free online registration portal for ease of registry and to provide education on the Authority to Arrest and trespassing process, private property Graffiti Removal Waiver, PHX C.A.R.E.S. process, property maintenance responsibilities and Crime Prevention Through Environmental Design (CPTED).

Additionally, staff would develop a private property outreach access waiver to allow City staff or contractors to access the property to provide outreach and offer services to unsheltered individuals or other people in crisis. Annual registration would be required, and occupancy needs to be reported within 10 days. Most importantly, the registry would require a local contact who would have the ability to address issues in a timely manner.

Staff received feedback from the CCI Subcommittee and, over the summer, conducted public outreach, identified resources needed to create and enforce a registry, researched costs, and updated the framework.

## **Public Outreach**

Following the presentation in May 2023, NSD held four community outreach meetings, three virtual and one in-person. Outreach included social media (FaceBook, Twitter, Next Door, NSD website), Neighborhood Associations listed with our Department, and Arizona Multi-Housing Association. NSD also created a VPR webpage and conducted an online survey. Approximately 62 residents attended the community meetings and 22 responses were received via the online survey. Overall, staff received positive feedback and support for the proposed registry, with some residents asking for ways to better address repeat violations on vacant residential properties, support for an electronic Graffiti Removal Waiver, and questions about how to encourage or support development/use of vacant property.

The primary resource considerations include what software platform to use and enforcement costs. Additionally, the CCI Subcommittee inquired about whether additional resources would be needed for proactive enforcement.

NSD researched software platforms for the online registration portal and selected Microsoft Dynamics as the most feasible option. The City currently has solutions built on Microsoft Dynamics, including the Short-Term Rental Registry, and there is no new cost for this system as staff already have the necessary licenses for ongoing use. The Information Technology Services Department estimates the registration portal could be available on Jan. 1, 2024.

Staff anticipates no additional cost for standard complaint-based enforcement. This includes proactive enforcement of major arterials as already outlined in NSD's Code Enforcement Policy. Additionally, staff worked with the Community and Economic Development Department on possible solutions to proactively identify potential vacant properties that would fit the requirements of the registry. Staff currently has access to CoStar, which provides access to commercial real estate data, that can be a resource to provide leads for inspections. Based on the currently low estimated vacancy rate of commercial real estate, staff does not anticipate a significant ongoing enforcement resource demand once the initial outreach and education is completed.

Based on the generally positive feedback received through NSD's outreach efforts, staff proposes maintaining the draft framework presented in May, including providing a free online registration portal for ease of registry through Microsoft Dynamics. Increased penalties for noncompliance would include a minimum fine of \$500 (first violation), \$1,000 (second violation), and up to a maximum fine of \$2,500 (third and subsequent violations).

To help assist with development/use of vacant property, staff will include an option in

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the registry for applicants interested in sharing their information with the Community and Economic Development Department to use in providing referrals for businesses seeking vacant commercial space in Phoenix. Staff would plan to launch the registration portal on Jan. 1, 2024, with enforcement starting on Feb. 1, 2024.

Finally, due to community interest in addressing repeated issues on residential properties, NSD will create a parallel process to identify and address these repeat offenders through scheduled compliance inspections.

Staff recommends approval of the proposed amendment to the City Code section 39-3 and adding section 39-49 through 39-55, Article IX related to Vacant Property Registry to establish the registry and related requirements (See **Attachments A and B**).

#### **Concurrence/Previous Council Action**

On Oct. 11, 2023, the Economic Development and Housing Subcommittee unanimously recommended City Council approval of the proposed framework for the Vacant Property Registry by a vote of 4-0.

#### **Responsible Department**

This item is submitted by Deputy City Manager Gina Montes and the Neighborhood Services Department.



## City of Phoenix

**To:** Gina Montes  
Deputy City Manager

**Date:** December 11, 2023

**From:** Spencer J. Self  
Neighborhood Services Director

**Subject:** REQUEST TO REVISE ITEM 27, PROPOSED VACANT PROPERTY  
REGISTRY, FROM THE DECEMBER 13, 2023 FORMAL AGENDA


FOR REVISION: The Neighborhood Services Department requests approval to revise Item 27, Proposed Property Registry, from the December 13, 2023, formal agenda. Request to revise the language to section 39-50 A.1. of Attachment B, titled PROPERTIES REQUIRED TO BE REGISTERED:

"1. NON-RESIDENTIAL PROPERTIES"

See the revised language highlighted in green in the Revised Attachment B attached.

Approved by:

  
\_\_\_\_\_  
Gina Montes  
Deputy City Manager

  
\_\_\_\_\_  
Date

# **ATTACHMENT B**

## **CHAPTER 39, ARTICLE IV** **DRAFT VACANT PROPERTY REGISTRY ORDINANCE**

### **39-49. ADMINISTRATION AND ENFORCEMENT**

THIS ARTICLE WILL BE ADMINISTERED AND ENFORCED PURSUANT TO CHAPTER 39, ARTICLE III OF THE PHOENIX CITY CODE.

### **39-50. PROPERTIES REQUIRED TO BE REGISTERED**

- A. AN OWNER SHALL REGISTER THE FOLLOWING PROPERTIES ON THE VACANT PROPERTY REGISTRY IF THE PROPERTIES ARE VACANT FOR THIRTY OR MORE DAYS:
  - 1. NON-RESIDENTIAL PROPERTIES;
  - 2. RESIDENTIAL PROPERTIES WITH 50 OR MORE DWELLING UNITS THAT ARE 100% UNOCCUPIED BY THE OWNER OR LEGAL OCCUPANT; OR,
  - 3. UNIMPROVED LAND THAT IS 10,000 OR MORE SQUARE FEET IN SIZE.
- B. FAILURE BY AN OWNER TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION IS A VIOLATION OF THIS ARTICLE.

### **39-51. VACANT PROPERTY REGISTRY INFORMATION**

- A. THE OWNER OF A VACANT PROPERTY SHALL REGISTER THE VACANT PROPERTY WITH THE VACANT PROPERTY REGISTRY ESTABLISHED BY THE PHOENIX NEIGHBORHOOD SERVICES DEPARTMENT.
- B. THE OWNER OF A VACANT PROPERTY SHALL PROVIDE THE FOLLOWING INFORMATION IN THE VACANT PROPERTY REGISTRY:
  - 1. THE STREET ADDRESS AND MARICOPA COUNTY ASSESSOR'S PARCEL NUMBER FOR THE VACANT PROPERTY;
  - 2. IF THE VACANT PROPERTY IS OWNED BY A PERSON, THE NAME, ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER OF THE VACANT PROPERTY OWNER;
  - 3. IF THE VACANT PROPERTY IS OWNED BY AN ENTITY OTHER THAN A PERSON, THE NAME, ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER FOR THE CURRENT STATUTORY AGENT AND THE FOLLOWING INFORMATION AS APPLICABLE:
    - a. FOR A CORPORATION, A CORPORATE OFFICER;
    - b. FOR A PARTNERSHIP, A GENERAL PARTNER;
    - c. FOR A LIMITED LIABILITY COMPANY, THE MANAGING OR ADMINISTRATIVE MEMBER;
    - d. FOR A LIMITED PARTNERSHIP, A GENERAL PARTNER;
    - e. FOR A TRUST, A TRUSTEE;
    - f. FOR A REAL ESTATE INVESTMENT TRUST, A GENERAL PARTNER OR AN OFFICER; OR,

## **ATTACHMENT B**

### **CHAPTER 39, ARTICLE IV** **DRAFT VACANT PROPERTY REGISTRY ORDINANCE**

- g. FOR ANY OTHER ENTITY, A PERSON WITH THE AUTHORITY TO ACT ON BEHALF OF THE ENTITY.
- 4. THE NAME, ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER FOR THE AGENT DESIGNATED BY THE OWNER ACCORDING TO SECTION 39-52.
- 5. THE NAME, ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER OF ANY ENTITY OR PERSON RESPONSIBLE FOR MANAGING OR MAINTAINING THE VACANT PROPERTY.
- 6. THE NAME, ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER OF AN EMERGENCY CONTACT FOR THE VACANT PROPERTY.

#### **39-52. OWNER'S RESPONSIBILITIES; DESIGNATION OF AGENT**

- A. AN OWNER OF A REGISTERED PROPERTY SHALL:
  - 1. ACT AS A POINT OF CONTACT FOR CITY OFFICIALS, INCLUDING POLICE OFFICERS, FIREFIGHTERS, AND CODE ENFORCEMENT OFFICERS; AND,
  - 2. BE AT THE VACANT PROPERTY, OR BE AVAILABLE BY PHONE OR TEXT, WITHIN 30 MINUTES AFTER RECEIVING A REQUEST FROM POLICE OFFICERS, FIREFIGHTERS, OR CODE ENFORCEMENT OFFICERS.
- B. IF AN OWNER OF A REGISTERED PROPERTY LIVES IN THIS STATE THE OWNER MAY APPOINT A DESIGNEE OR AGENT THAT WILL ABIDE BY THE OBLIGATIONS AND RESPONSIBILITIES OF THIS SECTION.
- C. IF AN OWNER OF A REGISTERED PROPERTY LIVES OUTSIDE THIS STATE OR IS AN IN-STATE CORPORATE ENTITY IT SHALL DESIGNATE A LOCAL AGENT THAT LIVES IN THIS STATE. THE OWNER SHALL REQUIRE THE LOCAL AGENT TO ABIDE BY THE OBLIGATIONS AND RESPONSIBILITIES OF THIS SECTION.
- D. FAILURE BY AN OWNER TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION IS A VIOLATION OF THIS ARTICLE.

#### **39-53. OBLIGATION TO KEEP REGISTRY INFORMATION CURRENT; ANNUAL VERIFICATION REQUIREMENT**

- A. AN OWNER OF A REGISTERED PROPERTY SHALL UPDATE ANY INFORMATION REQUIRED BY THIS ARTICLE WITHIN TEN DAYS OF ANY CHANGE TO THAT INFORMATION.
- B. AN OWNER OF A REGISTERED PROPERTY SHALL VERIFY THE INFORMATION IN THE VACANT PROPERTY REGISTRY EVERY TWELVE MONTHS FROM EITHER:
  - 1. THE DATE OF THEIR INITIAL REGISTRATION IF NO CHANGES OR UPDATES HAVE BEEN MADE WITHIN THE LAST TWELVE MONTHS;  
OR,

## **ATTACHMENT B**

### **CHAPTER 39, ARTICLE IV** **DRAFT VACANT PROPERTY REGISTRY ORDINANCE**

- 2. THE DATE OF THE MOST RECENT CHANGE OR UPDATE MADE TO THE INFORMATION IN THE VACANT PROPERTY REGISTRY.
- C. FAILURE BY AN OWNER TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION IS A VIOLATION OF THIS ARTICLE.

#### **39-54. REMOVAL OF VACANT PROPERTY FROM VACANT PROPERTY REGISTRY**

TO REMOVE A REGISTERED PROPERTY FROM THE VACANT PROPERTY REGISTRY, THE OWNER OF A REGISTERED PROPERTY MUST REQUEST DEACTIVATION FROM THE VACANT PROPERTY REGISTRY AND ATTEST THAT THE PROPERTY IS NO LONGER VACANT ACCORDING TO THIS ARTICLE.

#### **39-55. PENALTIES**

- A. THE REMEDIES HEREIN ARE CUMULATIVE, AND THE CITY MAY PROCEED UNDER ONE OR MORE SUCH REMEDIES.
- B. NOTWITHSTANDING SECTION 39-16, THE PENALTIES FOR VIOLATIONS OF THIS SECTION ARE AS FOLLOWS:
  - 1. ANY OWNER WHO CAUSES, PERMITS, FACILITATES, OR AIDS OR ABETS ANY VIOLATION OF ANY PROVISION OF THIS ARTICLE OR WHO FAILS TO PERFORM ANY ACT OR DUTY REQUIRED BY THIS ARTICLE IS SUBJECT TO A CIVIL SANCTION OF NOT LESS THAN FIVE HUNDRED DOLLARS. ANY OWNER WHO COMMITS A SECOND VIOLATION OF THIS ARTICLE WITHIN THIRTY-SIX MONTHS OF THE COMMISSION OF A PRIOR VIOLATION OF THIS ARTICLE SHALL BE SUBJECT TO A CIVIL SANCTION OF NOT LESS THAN SEVEN HUNDRED FIFTY DOLLARS. ANY OWNER WHO COMMITS A THIRD OR SUBSEQUENT VIOLATION OF THIS ARTICLE WITHIN THIRTY-SIX MONTHS OF THE COMMISSION OF A VIOLATION OF THIS ARTICLE SHALL BE SUBJECT TO A CIVIL SANCTION OF NOT LESS THAN ONE THOUSAND DOLLARS.
  - 2. THE THIRTY-SIX-MONTH PERIOD PROVISION OF SUBSECTION B(1) OF THIS SECTION SHALL BE CALCULATED BY THE DATES THE VIOLATIONS WERE COMMITTED.
- C. EACH DAY ANY VIOLATION OF ANY PROVISION OF THIS ARTICLE OR THE FAILURE TO PERFORM ANY ACT OR DUTY REQUIRED BY THIS ARTICLE EXISTS SHALL CONSTITUTE A SEPARATE VIOLATION OR OFFENSE.

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**ATTACHMENT A****Sec. 39-3. Definitions**

*Acceptable evidence of majority:* "Acceptable evidence of majority" means:

1. An unexpired driver's license issued by any state, provided such license includes a picture of the licensee;
2. An identification license issued pursuant to A.R.S. § [28-3165](#), as and if amended;
3. An armed forces identification card; or
4. A valid unexpired passport which is issued by a government and which contains a photograph of the person and the date of birth.

*Accumulation of inoperable vehicles:* Two or more inoperable vehicles upon a residential lot, or upon a commercial or industrial lot where the primary business does not involve the service of vehicles or the storage of inoperable vehicles.

*Agent:* A natural person residing within Maricopa County authorized to make or order repairs, service to units and receive notices.

*Architectural pool:* A constructed or excavated exterior area designed to contain a regular supply of water, other than a swimming pool.

*Blight or blighted:* Unsightly conditions including accumulation of debris; fences characterized by holes, breaks, rot, crumbling, cracking, peeling or rusting; landscaping that is dead, characterized by uncontrolled growth or lack of maintenance, or is damaged; any other similar conditions of disrepair and deterioration; and the exterior visible use or display of tarps, plastic sheeting, or other similar materials as flexible or inflexible screening, fencing, or wall covering upon a residential lot; regardless of the condition of other properties in the neighborhood.

*Broad-tipped indelible marker:* Any felt-tip marker, or similar implement, which contains a fluid which is not water soluble and which has a flat or angled writing surface one-half inch or greater.

*Building:* Any structure designed for occupancy including mobile homes, manufactured homes, factory-built buildings, and like property for which taxes may be assessed.

*Curb line:* The edge of a roadway whether marked by a curb or not.

*Debris:* Substance of little or no apparent economic value, which may be present in accumulations in excess of six inches in height and ten inches in diameter, including but not limited to, deteriorated lumber, old newspapers, furniture parts, stoves, sinks, cabinets, household fixtures, refrigerators, car parts, abandoned, broken or neglected equipment, or the scattered remains of items.

*Deterioration:* A lowering in quality of the condition or appearance of a building, structure or parts thereof characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or any other evidence of physical decay or neglect or excessive use or lack of maintenance.

*Dustproof:* A lot or area maintained by paving with one of the following methods: asphaltic concrete, cement concrete, penetration treatment of bituminous material and seal coat of bituminous binder and a mineral aggregate, or the equivalent as approved by the Zoning Administrator. A lot or area that encompasses all or part of a residential lot which contains one single family or duplex residential unit is also dustproof if covered by a smooth layer of crushed rock or gravel no smaller than one-quarter-inch and no longer than three-quarters-inch maintained to a minimum depth of two inches and contained within a permanent border or by an alternative surface treatment as approved by the Zoning Administrator that will equal or exceed the dustproof characteristics of the above listed alternatives.

*Dwelling:* Any building or a portion thereof which is intended, or designated to be built, used, rented, leased, let, or hired out for human occupancy, or which is occupied by a human being.

*Dwelling unit:* A dwelling unit is:

1. A single unit providing independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.
2. One or more rooms within a building arranged, designed, or used for residential purposes for one family and containing independent sanitary and cooking facilities. The presence of cooking facilities conclusively establishes the intent to use for residential purposes.

*Etch:* To permanently alter a surface by use of an etching solution or implement.

*Etching implement:* Tool, instrument, product, solution or substance capable of being used to etch a surface.

*Etching solution:* Any product or compound manufactured for the purpose of permanently altering a glass or other surface.

*Excavation:* A swimming pool, architectural pool, pond, shaft, test hole, well, pit, trench, or other condition resulting from the removal or absence of earthen material resulting in a cavity or opening that is more than four inches (102 mm) in any lateral dimension and more than three feet (914 mm) in depth, excluding active sand or gravel mines being operated in compliance with City and State laws.

*Exterior opening:* An open or closed window, door, or passage between interior and exterior spaces.

*Facilities/building service and equipment:* Plumbing, piping and or fixtures that convey or dispose of liquid or waste, electric wiring, components or fixtures, mechanical heat cooling equipment, ductwork or fixtures.

*Fences, screen walls and/or retaining walls:* Self-standing structures, including gates and other structures designed to provide privacy, semi-privacy, security or bank retention between grade separations.

*Final inspection:* An inspection of a property conducted pursuant to this chapter where all violations of this chapter previously identified to the owner or responsible party have been corrected, as determined by the City.

*Garbage:* Swill, offal, and any accumulation of spoiled, partially or fully decomposed, rotting or discarded animal, vegetable or other matter that attends the preparation, handling, consumption, storage or decay of plant and animal matter including meats, fish, fowl, buds, fruits, vegetable or dairy products and their waste wrappers or containers.

*Graffiti:* Initials, slogans, designs or drawings, written, spray-painted, etched or sketched or otherwise applied on a sidewalk, wall, building, fence, sign, or any other structure or surface without consent of the owner and visible from a public right-of-way.

*Hazard:* Any condition that presents a risk to the safety of any person or adversely affects or jeopardizes the health or well-being of any person or endangers property. Such conditions include, but are not limited to, occupancy without adequate water or sanitation facilities, accumulation of human or animal waste, presence of medical or biological waste, sharps, gaseous or combustible materials, radioactive waste, dangerous or corrosive chemicals or liquids, flammable or explosive materials, friable asbestos, offal or decay matter.

*Hazardous waste:* Any chemical, compound, mixture, substance or article which is identified or listed by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous waste" as defined in [40](#) Code of Federal Regulations Sections [261.1](#) through [261.33](#), as and if amended, except that, for purposes of this ordinance hazardous waste shall include household waste as defined in [40](#) Code of Federal Regulations Section 261.4.B.1.

*Heated water:* Water at a temperature of not less than 110°F (43°C).

*Imminent hazard:* A hazard on or condition of real property that creates an immediate or unreasonable risk of death or injury to any person or an immediate or unreasonable risk of loss of or damage to property.

*Incipient hazard:* A hazard on or condition of real property that may become an imminent hazard upon further deterioration or worsening of the hazard or condition, and such deterioration or worsening is probable.

*Infestation:* The apparent presence of unpleasant, damaging, or unhealthful insects, rodents, reptiles or pests.

*Initial inspection:* The first inspection of a specific property conducted pursuant to this chapter, other than inspections requested by the owner or responsible party.

*Inoperable vehicle:* A vehicle physically incapable of operation or a vehicle which exhibits one or more of the following conditions: wrecked, partially or fully dismantled, abandoned, stripped, substantially damaged, inoperative, scrapped, having the status of a hulk or shell, discarded, tires that cause the rim of the wheel to rest on the tire tread or the ground, rotted, deteriorated or unable to hold air, or unable to be safely operated.

*Litter:* Decaying or non-decaying solid and semi-solid wastes, including but not limited to both combustible and noncombustible wastes, such as paper, trash, cardboard, waste material, cans, yard clippings, wood, glass, bedding, debris, scrap paving material, discarded appliances, discarded furniture, dry vegetation, weeds, dead trees and branches, vegetation and trees which may harbor insect or rodent infestations or may become a fire hazard, piles of earth mixed with any of the above or any foreign objects, including inoperable vehicles.

*Major appliances:* Any stove, cooktop, range, oven, refrigerator, clothing washer, clothing dryer, dishwasher, swimming pool filter, or any device which is designed to utilize natural gas from a public utility or to utilize a two hundred twenty-volt electrical circuit.

*Occupant:* A person, persons or legal entity that, through rights of ownership or tenancy, has possession or the use and enjoyment of the subject real property.

*Owner:* A person, persons or legal entity listed as current title holder as recorded in the official records of Maricopa County Recorder's office.

*Owner's agent:* A statutory agent designated pursuant to A.R.S. § [33-1902](#) as and if amended.

*Physical force:* Force used upon or directed toward the body of another person and may include confinement.

*Pond:* An in-ground body of water that is at least eighteen inches deep and eight feet or greater in any dimension. This does not apply to City-approved retention basins or other like conditions.

**RESIDENTIAL: SINGLE AND MULTIPLE DWELLINGS, SUCH AS HOTELS, MOTELS, DORMITORIES, AND MOBILE HOMES.**

*Residential rental property:* Property that is used solely as leased or rented property for residential purposes. If the property is a space rental mobile home park, residential rental property includes the rental space that is leased or rented by the owner of that rental space but does not include the

mobile home or recreational vehicle that serves as the actual dwelling if the dwelling is owned and occupied by the tenant of the rental space and not by the owner of the rental space.

*Responsible party:* An occupant, lessor, lessee, manager, licensee, or other person having control over a structure or parcel of land; and in the case where the demolition of a structure is proposed as a means of abatement, any lienholder whose lien interest is recorded in the official records of the Maricopa County Recorder's Office.

*Rubble:* Broken solid surface fragments usually resulting from the decay or deterioration of a building; miscellaneous mass of broken or apparently worthless materials.

*Screened area—Exterior:* An area separated by a permanent non-flexible device to completely conceal one element of a property from other elements or from adjacent or contiguous property. Examples include but are not limited to fencing six feet in height that is made from solid wood, brick or chain link with opaque slats.

*Single room occupancy:* A unit for occupancy by a single individual capable of independent living which does not contain installed sanitary facilities or food preparation capabilities.

*Smoke detector:* An approved detector which senses visible or invisible particles of combustion. The detector shall bear a label or other identification issued by an approved testing agency having a service for inspection of workmanship and material at the factory during fabrication and assembly.

*Solidified paint marker:* A device that contains paint or other substance in a solid or semi-solid form and releases the paint or other substance in a manner capable of marking surfaces.

*Sound condition:* Able to support itself under reasonable loading or weather conditions, free from decay or defect.

*Structure:* That which is built or constructed, an edifice or building of any kind or any piece of work artificially built up or composed of parts joined together in some definite manner.

*Swimming pool:* Artificial basin, chamber, or tank constructed and used, or designed to be used, for swimming, diving or bathing or wading.

**UNIMPROVED LAND: LAND THAT HAS EITHER NEVER BEEN DEVELOPED OR WAS FORMERLY DEVELOPED BUT HAS NOW BEEN CLEARED OF ALL BUILDINGS OR STRUCTURES.**

*Unsecured structure:* Any structure that is vacant with a damaged or open door, window, or other opening not secured in accordance with City standards to prevent unauthorized entry.

**VACANT: UNOCCUPIED OR ILLEGALLY OCCUPIED.**

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*Vacant structure:* An unoccupied or an illegally occupied structure or an occupied structure without adequate facilities/utilities.

*Vegetation:* Plant life of any kind.

*Weeds:* A useless and troublesome plant generally accepted as having no value and frequently of uncontrolled growth.

*Yard:* A space on any lot, unoccupied by a fully enclosed structure including but not limited to carports and porches.

# **ATTACHMENT B**

## **CHAPTER 39, ARTICLE IV** **DRAFT VACANT PROPERTY REGISTRY ORDINANCE**

### **39-49. ADMINISTRATION AND ENFORCEMENT**

THIS ARTICLE WILL BE ADMINISTERED AND ENFORCED PURSUANT TO CHAPTER 39, ARTICLE III OF THE PHOENIX CITY CODE.

### **39-50. PROPERTIES REQUIRED TO BE REGISTERED**

- A. AN OWNER SHALL REGISTER THE FOLLOWING PROPERTIES ON THE VACANT PROPERTY REGISTRY IF THE PROPERTIES ARE VACANT FOR THIRTY OR MORE DAYS:
  - 1. NON-RESIDENTIAL BUILDINGS;
  - 2. RESIDENTIAL PROPERTIES WITH 50 OR MORE DWELLING UNITS THAT ARE 100% UNOCCUPIED BY THE OWNER OR LEGAL OCCUPANT; OR,
  - 3. UNIMPROVED LAND THAT IS 10,000 OR MORE SQUARE FEET IN SIZE.
- B. FAILURE BY AN OWNER TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION IS A VIOLATION OF THIS ARTICLE.

### **39-51. VACANT PROPERTY REGISTRY INFORMATION**

- A. THE OWNER OF A VACANT PROPERTY SHALL REGISTER THE VACANT PROPERTY WITH THE VACANT PROPERTY REGISTRY ESTABLISHED BY THE PHOENIX NEIGHBORHOOD SERVICES DEPARTMENT.
- B. THE OWNER OF A VACANT PROPERTY SHALL PROVIDE THE FOLLOWING INFORMATION IN THE VACANT PROPERTY REGISTRY:
  - 1. THE STREET ADDRESS AND MARICOPA COUNTY ASSESSOR'S PARCEL NUMBER FOR THE VACANT PROPERTY;
  - 2. IF THE VACANT PROPERTY IS OWNED BY A PERSON, THE NAME, ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER OF THE VACANT PROPERTY OWNER;
  - 3. IF THE VACANT PROPERTY IS OWNED BY AN ENTITY OTHER THAN A PERSON, THE NAME, ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER FOR THE CURRENT STATUTORY AGENT AND THE FOLLOWING INFORMATION AS APPLICABLE:
    - a. FOR A CORPORATION, A CORPORATE OFFICER;
    - b. FOR A PARTNERSHIP, A GENERAL PARTNER;
    - c. FOR A LIMITED LIABILITY COMPANY, THE MANAGING OR ADMINISTRATIVE MEMBER;
    - d. FOR A LIMITED PARTNERSHIP, A GENERAL PARTNER;
    - e. FOR A TRUST, A TRUSTEE;
    - f. FOR A REAL ESTATE INVESTMENT TRUST, A GENERAL PARTNER OR AN OFFICER; OR,

## **ATTACHMENT B**

### **CHAPTER 39, ARTICLE IV** **DRAFT VACANT PROPERTY REGISTRY ORDINANCE**

- g. FOR ANY OTHER ENTITY, A PERSON WITH THE AUTHORITY TO ACT ON BEHALF OF THE ENTITY.
- 4. THE NAME, ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER FOR THE AGENT DESIGNATED BY THE OWNER ACCORDING TO SECTION 39-52.
- 5. THE NAME, ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER OF ANY ENTITY OR PERSON RESPONSIBLE FOR MANAGING OR MAINTAINING THE VACANT PROPERTY.
- 6. THE NAME, ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER OF AN EMERGENCY CONTACT FOR THE VACANT PROPERTY.

#### **39-52. OWNER'S RESPONSIBILITIES; DESIGNATION OF AGENT**

- A. AN OWNER OF A REGISTERED PROPERTY SHALL:
  - 1. ACT AS A POINT OF CONTACT FOR CITY OFFICIALS, INCLUDING POLICE OFFICERS, FIREFIGHTERS, AND CODE ENFORCEMENT OFFICERS; AND,
  - 2. BE AT THE VACANT PROPERTY, OR BE AVAILABLE BY PHONE OR TEXT, WITHIN 30 MINUTES AFTER RECEIVING A REQUEST FROM POLICE OFFICERS, FIREFIGHTERS, OR CODE ENFORCEMENT OFFICERS.
- B. IF AN OWNER OF A REGISTERED PROPERTY LIVES IN THIS STATE THE OWNER MAY APPOINT A DESIGNEE OR AGENT THAT WILL ABIDE BY THE OBLIGATIONS AND RESPONSIBILITIES OF THIS SECTION.
- C. IF AN OWNER OF A REGISTERED PROPERTY LIVES OUTSIDE THIS STATE OR IS AN IN-STATE CORPORATE ENTITY IT SHALL DESIGNATE A LOCAL AGENT THAT LIVES IN THIS STATE. THE OWNER SHALL REQUIRE THE LOCAL AGENT TO ABIDE BY THE OBLIGATIONS AND RESPONSIBILITIES OF THIS SECTION.
- D. FAILURE BY AN OWNER TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION IS A VIOLATION OF THIS ARTICLE.

#### **39-53. OBLIGATION TO KEEP REGISTRY INFORMATION CURRENT; ANNUAL VERIFICATION REQUIREMENT**

- A. AN OWNER OF A REGISTERED PROPERTY SHALL UPDATE ANY INFORMATION REQUIRED BY THIS ARTICLE WITHIN TEN DAYS OF ANY CHANGE TO THAT INFORMATION.
- B. AN OWNER OF A REGISTERED PROPERTY SHALL VERIFY THE INFORMATION IN THE VACANT PROPERTY REGISTRY EVERY TWELVE MONTHS FROM EITHER:
  - 1. THE DATE OF THEIR INITIAL REGISTRATION IF NO CHANGES OR UPDATES HAVE BEEN MADE WITHIN THE LAST TWELVE MONTHS; OR,

## **ATTACHMENT B**

### **CHAPTER 39, ARTICLE IV** **DRAFT VACANT PROPERTY REGISTRY ORDINANCE**

2. THE DATE OF THE MOST RECENT CHANGE OR UPDATE MADE TO THE INFORMATION IN THE VACANT PROPERTY REGISTRY.
- C. FAILURE BY AN OWNER TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION IS A VIOLATION OF THIS ARTICLE.

#### **39-54. REMOVAL OF VACANT PROPERTY FROM VACANT PROPERTY REGISTRY**

TO REMOVE A REGISTERED PROPERTY FROM THE VACANT PROPERTY REGISTRY, THE OWNER OF A REGISTERED PROPERTY MUST REQUEST DEACTIVATION FROM THE VACANT PROPERTY REGISTRY AND ATTEST THAT THE PROPERTY IS NO LONGER VACANT ACCORDING TO THIS ARTICLE.

#### **39-55. PENALTIES**

- A. THE REMEDIES HEREIN ARE CUMULATIVE, AND THE CITY MAY PROCEED UNDER ONE OR MORE SUCH REMEDIES.
- B. NOTWITHSTANDING SECTION 39-16, THE PENALTIES FOR VIOLATIONS OF THIS SECTION ARE AS FOLLOWS:
  1. ANY OWNER WHO CAUSES, PERMITS, FACILITATES, OR AIDS OR ABETS ANY VIOLATION OF ANY PROVISION OF THIS ARTICLE OR WHO FAILS TO PERFORM ANY ACT OR DUTY REQUIRED BY THIS ARTICLE IS SUBJECT TO A CIVIL SANCTION OF NOT LESS THAN FIVE HUNDRED DOLLARS. ANY OWNER WHO COMMITS A SECOND VIOLATION OF THIS ARTICLE WITHIN THIRTY-SIX MONTHS OF THE COMMISSION OF A PRIOR VIOLATION OF THIS ARTICLE SHALL BE SUBJECT TO A CIVIL SANCTION OF NOT LESS THAN SEVEN HUNDRED FIFTY DOLLARS. ANY OWNER WHO COMMITS A THIRD OR SUBSEQUENT VIOLATION OF THIS ARTICLE WITHIN THIRTY-SIX MONTHS OF THE COMMISSION OF A VIOLATION OF THIS ARTICLE SHALL BE SUBJECT TO A CIVIL SANCTION OF NOT LESS THAN ONE THOUSAND DOLLARS.
  2. THE THIRTY-SIX-MONTH PERIOD PROVISION OF SUBSECTION B(1) OF THIS SECTION SHALL BE CALCULATED BY THE DATES THE VIOLATIONS WERE COMMITTED.
- C. EACH DAY ANY VIOLATION OF ANY PROVISION OF THIS ARTICLE OR THE FAILURE TO PERFORM ANY ACT OR DUTY REQUIRED BY THIS ARTICLE EXISTS SHALL CONSTITUTE A SEPARATE VIOLATION OR OFFENSE.



**Artist Construction and Installation Contract for North 32nd Street Drought Pipeline and Neighborhood Improvements Public Art Project (Ordinance S-50413)**

Request to authorize the City Manager, or his designee, to enter into a contract with Bobby Zokaite for an amount not to exceed \$745,500 for the fabrication and installation of four distinct artworks as part of streetscape enhancements for the North 32nd Street Drought Pipeline and Neighborhood Improvements Project from Cheryl Drive to Cholla Street in North Phoenix. Further request authorization for the City Controller to disburse all funds related to this item.

**Summary**

The Fiscal Year (FY) 2023-28 Public Art Plan includes a project to commission an artist to work with Street Transportation, Water Services and the local community to enhance the appearance of North 32nd Street between Cheryl Drive and Cholla Street along the Drought Pipeline pedestrian corridor in North Phoenix. The artist's final design integrates artwork into the streetscape including a retaining wall, a shade structure, an illuminated sculpture and benches to enhance the overall pedestrian experience throughout the site.

On Jan. 28, 2022, the selection panel reviewed 86 applicants who responded to the City's Request for Qualifications. Mr. Zokaite was recommended based on his experience in creating impactful public art projects, his demonstrated ability to involve the community in meaningful ways, and his potential to create a site-specific concept for this community. The five-person selection committee included Ruri Yampolsky, Waterfront Program Manager, Seattle Office of Arts and Culture; Rick Ross, Dean of Students, Shadow Mountain High School; Wylwyn Reyes, Public Art Project Manager, Arts Foundation of Tucson and Southern Arizona; Allison Barnett, community representative; and John Dickson, Civil Engineer and North 32nd Street Project Manager, City of Phoenix Street Transportation Department.

The project consists of two phases: the design phase, and the fabrication and installation phase. The Office of Arts and Culture is seeking recommendation to enter into contract for the second phase.

**Financial Impact**

The North 32nd Street Drought Pipeline and Neighborhood Improvements public art project is one of 42 projects in the FY 2023-28 Public Art Plan that the City Council approved on July 3, 2023. The \$745,500 artwork budget covers all costs related to the fabrication and installation of the artwork. Funds are available in the Public Art Capital Improvement Program Budget using Water and Street Transportation percent-for-art funding.

**Concurrence/Previous Council Action**

The Economic Development and Housing Subcommittee reviewed and approved this item at its Nov. 8, 2023 meeting.

The Phoenix Arts and Culture Commission reviewed and recommended this item for approval on Oct. 10, 2023, by a vote of 14-0, noting one absent and one abstention.

Phoenix City Council approved the design phase of the project:

Artist Design Contract for the North 32nd Street Improvements Public Art Project 156321(Ordinance S-48596) on May 11, 2022.

The Community and Cultural Investment Subcommittee recommended approval of the design phase of the project at its April 6, 2022 meeting.

**Responsible Department**

This item is submitted by Deputy City Manager Inger Erickson and the Office of Arts and Culture.



**Request to Enter into a Development Agreement with QTS Phoenix II, LLC  
(Ordinance S-50411)**

Request authorization for the City Manager, or his designee, to enter into a development agreement with QTS Phoenix II, LLC for public open space to satisfy requirements in a Planned Unit Development at 40th Street and McDowell Road.

**Summary**

QTS Phoenix II, LLC is the owner of real property consisting of approximately 97.85 acres located at the southwest corner of 40th Street and McDowell Road. On Dec. 7, 2017, the Phoenix City Council approved Rezoning Case No. Z-62-17-8 (via Ordinance No G-6396), which rezoned the site to Planned Unit Development (PUD) (the “McDowell Road Data Center PUD”), to accommodate owner’s proposed development of the site with a multi-building data center campus known as the “McDowell Road Data Center.” As part of the development of the McDowell Road Data Center, and to satisfy the “open space area” requirements in the McDowell Road Data Center PUD, the owner will develop a portion of the southwest corner of the site with a publicly accessible park-like outdoor space. Additionally, for the duration of the agreement, the owner will be responsible to maintain, repair and make necessary replacement of park improvements located on the site so as to keep the improvements in a reasonable condition for its intended purposes in accordance with the maintenance standards of the Parks and Recreation Department. The City recognizes the public benefits that will accrue from the construction of park improvements within the approximate 2.5-acre outdoor space park site.

**Contract Term**

The initial term of the agreement will be 20 years, effective on or about Dec. 18, 2023, with automatic renewals for additional 10-year periods every 10 years, unless the City chooses not to renew prior to a renewal period.

**Financial Impact**

There is no impact to the General Fund.

**Concurrence/Previous Council Action**

City Council approved Rezoning Case No. Z-62-17-8 (Ordinance G-6396) on Dec. 17, 2017.

**Location**

40th Street and McDowell Road  
Council District: 8

**Responsible Department**

This item is submitted by Deputy City Manager Inger Erickson and the Parks and Recreation Department.



**Citywide General Construction Job Order Contract Services - Amendment - 4108JOC209 (Ordinance S-50416)**

Request to authorize the City Manager, or his designee, to execute an amendment to authorize execution of a Job Order Agreement under Master Agreement 156751 with Chasse Building Team, Inc. in an amount up to \$4 million for the La Pradera Park Renovation project. Further request to authorize execution of amendments to Master Agreement 156751 as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The total fee for services will not exceed \$4 million. The Job Order Agreement amount will not change the original Master Agreement Council-approved not-to-exceed amount.

**Summary**

The purpose of this project is to provide complete construction renovations for the La Pradera Park.

This amendment is necessary because the cost of construction exceeded the original budget of the project. This amendment will provide additional funds to the Job Order Agreement to complete the project.

**Contract Term**

The term of the Master Agreement remains unchanged. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

**Financial Impact**

The Master Agreement was approved for an amount not to exceed \$15 million, including all subcontractor and reimbursable costs. This amount remains unchanged.

Funding for this amendment is available in the Parks and Recreation Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to the execution of any job order agreements. Payments may be made up to agreement limits for all rendered

agreement services, which may extend past the agreement termination.

**Concurrence/Previous Council Action**

The City Council approved Master Agreement 156751 (Ordinance S-48850) on July 2, 2022.

**Location**

6830 N. 39th Ave.

Council District: 5

**Responsible Department**

This item is submitted by Deputy City Managers Inger Erickson and Alan Stephenson, the Parks and Recreation Department and the City Engineer.



**Miscellaneous Building Repairs Contract - PKS RFQu-24-0080 - Request for Award (Ordinance S-50427)**

Request to authorize the City Manager, or his designee, to enter into contracts with Andrus Properties, Inc. dba API General Contractors, CHASSE Building Team, Inc., DMS Companies, Inc dba Hernandez, GCON, Inc, Haydon Building Corp, Sagebrush Restoration, LLC, Skyline Builders & Restoration, Inc, Tusk Developers, LLC, and Welch Companies, Inc. to provide miscellaneous building repairs for the Parks and Recreation Department. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contracts will not exceed \$30 million.

**Summary**

These contracts will provide commercial maintenance, incidental building repairs, and tenant improvement repairs that include, but are not exclusive to, plumbing, painting, general rough and finished carpentry, small flooring repairs, slot drain cleaning, minor asphalt work, minor concrete repairs, exterior wall texturing, drywall repair, tape and texture, acoustical ceiling work, and caulking services for Parks and Recreation Department maintained facilities. These services will be used on an as-needed basis to provide urgent and planned projects support for the department's facilities that require one-time or ongoing building repairs and tenant improvements.

**Procurement Information**

A Request for Qualifications procurement was processed in accordance with Administrative Regulation 3.10 to establish a Qualified Vendor List.

Thirteen companies submitted qualifications and were deemed to be responsive and responsible. City staff evaluated the offers based on the following minimum qualifications:

1. Business Practice/ Business Model
2. Approach to OSHA, Safety and Staff Training
3. Small Business Enterprise Program Participation
4. Price Schedule

Staff recommends to award a contract to the following companies:

Andrus Properties, Inc. dba API General Contractors  
CHASSE Building Team, Inc.  
DMS Companies, Inc dba Hernandez  
GCON, Inc.  
Haydon Building Corp  
Sagebrush Restoration, LLC  
Skyline Builders & Restoration, Inc.  
Tusk Developers, LLC  
Welch Companies, Inc.

**Contract Term**

The contracts will begin on or about Dec. 1, 2023, for a five-year term with one two-year option to extend.

**Financial Impact**

The aggregate value for all contracts will not exceed \$30 million. Funding is available in the Parks and Recreation Department Operating and Capital Improvement Program budgets.

**Responsible Department**

This item is submitted by Deputy City Manager Inger Erickson and the Parks and Recreation Department.



## **Golf Course Maintenance and Operation Contract Extension (Ordinance S-50438)**

Request to authorize the City Manager, or his designee, to amend OB Sports Golf Management Contract 148918 to extend the contract term and add additional spending authority. Further request to authorize the City Controller to disburse all funds related to this item. The added funding will not exceed \$23.3 million.

### **Summary**

The City entered into a five-year maintenance and concessions contract with OB Sports Golf Management (OB Sports) in 2019. Within the normal scope of work, the contract includes basic daily maintenance of five City golf courses and three food and beverage concessions. Outsourcing the maintenance of the municipal golf courses and concessions has been a key component to providing the community with affordable golfing opportunities. The contract with OB Sports also identifies necessary repairs the City is responsible for and the contract allows OB Sports to make these improvements on behalf of the City to enhance the golfing experience.

OB Sports has consistently demonstrated a deep understanding of the unique challenges associated with municipal golf course maintenance. Their team of experienced maintenance professionals continues to preserve the integrity and high quality maintenance expectations required by the City. OB Sports brings years of experience in golf course maintenance to the table. Their team's knowledge of turf management, irrigation systems, pest control and overall course aesthetics has improved the guest experience and increased rounds of golf at all of the City golf courses. One of the standout features of OB Sports is their commitment to staying abreast of industry innovations. They embrace the latest technologies and environmentally sustainable practices to enhance the quality of course maintenance. This forward-thinking approach not only improves efficiency but also contributes to the long-term sustainability of the golf courses. Recognizing that each golf course has its unique characteristics and challenges, OB Sports tailors their services to meet the specific needs of each facility. OB Sports takes pride in their meticulous attention to detail. Due to the depth of their resources, OB Sports is able to bring specific expertise to the golf course maintenance and concessions operations. OB Sports continues to be an active partner in the City golf operation.

### **Contract Term**

The initial contract term was for five years covering Jan. 1, 2019 through Dec. 31, 2023. The contract included an option to extend until Dec. 31, 2028.

### **Financial Impact**

The additional funding authority will not exceed \$23.3 million. Revenue generated from the golf courses fund this contract. Funds are available in the Parks and Recreation Department's Golf Special Revenue Fund.

### **Concurrence/Previous Council Action**

The City Council approved:

- Golf Course Maintenance and Operation Contract 148918 (Ordinance S-45113) on Nov. 7, 2018.
- Authorize Additional Funding to the Golf Course Maintenance and Operation Contract (Ordinance S-49680) on May 5, 2023.

### **Location**

Cave Creek Golf Course, 15202 N. 19th Ave.

Encanto 18 Golf Course, 2775 N. 15th Ave.

Encanto 9 Golf Course, 2300 N. 17th Ave.

Palo Verde Golf Course, 6215 N. 15th Ave.

Aguila Golf Course, 8440 S. 35th Ave.

Council Districts: 3, 4, 5 and 7

### **Responsible Department**

This item is submitted by Deputy City Manager Inger Erickson and the Parks and Recreation Department.



**Three-Year Membership with Canada Arizona Business Council (Ordinance S-50428)**

Request to authorize the City Manager, or his designee, to pay membership dues to the Canada Arizona Business Council (CABC) for December 2023 through December 2026 in the amount of \$25,000 annually, for a total amount not to exceed \$75,000. Further request to authorize the City Controller to disburse funds related to this item. Funding is available in the Community and Economic Development Department's budget.

**Summary**

The City entered into its first one-year membership with the CABC in 2014. A three-year CABC membership, at \$25,000 annually, was approved by the City Council in January 2018 and again in December 2020. With nearly 100 members representing the private sector, economic development organizations, municipalities and trade organizations from Arizona and Canada, the CABC focuses on attracting Canadian foreign direct investment to Phoenix's residential and commercial real estate market. In addition, the CABC provides support to any Canadian mergers and acquisitions business, and continued expansion of existing Canadian businesses in the local Phoenix economy.

Arizona exports goods totaling \$1.3 billion annually to Canada, with agricultural products, aircrafts and aircraft parts representing the largest volume of exported goods. The work of the CABC has proven to be vital to the economic relationship between Arizona and Canada and has been instrumental in fostering Canadian investment in the Phoenix market. There are more than 500 Canadian companies in Arizona - the majority of which are in Phoenix. Among these companies are Circle K, Stantec, BMO, Epcor Water Arizona, GardaWorld, Colliers International, Jeld-Wen Windows and Doors, and Coreslab Structures.

Recent efforts to increase foreign direct investment in Phoenix have included CABC coordination of a visit by Arizona legislators to Toronto, Ottawa and Montreal to explore opportunities for investment in infrastructure projects by Canadian pension funds. Currently, Canadian pensions funds have approximately \$4 trillion under management. Renewal of the CABC membership will continue to provide the City access to critical

Canadian foreign direct investment intelligence, data, trends and opportunities to strengthen economic development relationships with potential Canadian investors and businesses. This will further enhance Phoenix's competitive position within the Canadian market.

Over the past three years, CABC has focused significant effort in restoring air service between Canada and Phoenix post-pandemic, and increasing it where possible. Its contributions have supported the restoration and development of 13 service points in Canada, including Calgary, Toronto, Vancouver, Edmonton, and Montreal. Carriers serving the Phoenix metro area include Lynx, Westjet, Flair, Swoop and Air Canada.

Other CABC initiatives focus on workforce development, the return of seasonal visitors, North American supply chain, medical tourism, the future of water resources and mining.

If approved, the City's three-year membership will be valid through December 2026.

**Financial Impact**

Membership dues are \$25,000 annually, for a total amount not to exceed \$75,000 over the course of three years. Funds are available in the Community and Economic Development Department's budget.

**Concurrence/Previous Council Action**

The City Council approved the 2020-2023 CABC membership on Dec. 16, 2020 (Ordinance S-47191).

**Responsible Department**

This item is submitted by Deputy City Manager John Chan and the Community and Economic Development Department.



## **Leather Bunker Boots- PS16004 - Amendment (Ordinance S-50437)**

Request to authorize the City Manager, or his designee, to execute an amendment to contract 149255 with United Fire Equipment Company to extend the contract term. Further request to authorize the City Controller to disburse all funds related to this item. No additional funds are needed. Staff requests to continue using Ordinance S-47222.

### **Summary**

This contract will provide leather bunker boots to protect firefighters from toxic and dangerous chemicals while responding to calls for service. The Fire Department supplies leather bunker boots to firefighters as part of their personal protective equipment (PPE) worn on-call or in training. The supply of leather bunker boots will ensure that the Fire Department has adequate stock for use in their inventory. This equipment is a critical part of the Fire Department's efforts to provide the life safety services to the public.

### **Contract Term**

Upon approval the contract will be extended through Dec. 31, 2024, with an option to extend through Dec. 31, 2025.

### **Financial Impact**

The aggregate value of the contract will not exceed \$4,000,000 and no additional funds are needed.

### **Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- Leather Bunker Boots Contract 149255 Ordinance S-48939 on Aug. 31, 2022;
- Leather Bunker Boots Contract 149255 Ordinance S-47222 on Jan. 6, 2021;
- Leather Bunker Boots Contract 149255 Ordinance S-45296 on Jan. 9, 2019.

### **Responsible Department**

This item is submitted by Assistant City Manager Lori Bays and the Fire Department.



**Authorization to Enter into an Affiliated Personnel Agreement for Arizona Task Force One with Daniel Cook (Ordinance S-50439)**

Request authorization for the City Manager, or his designee, to enter into an agreement with Daniel Cook to serve as an Affiliated Personnel of the Arizona Task Force One (AZ-TF1). Affiliated Personnel will be reimbursed through Federal Emergency Management Agency (FEMA) funds. Further request authorization for the City Controller to disburse all funds related to this item.

**Summary**

The Phoenix Fire Department (PFD) is the sponsoring agency of AZ-TF1, one of 28 national Urban Search and Rescue response system task forces that can rapidly deploy skilled personnel and state-of-the-art equipment to sites of natural disasters, terrorist attacks, and building collapses.

AZ-TF1 consists of individuals occupying certain specified positions plus additional support personnel, all of whom have been properly trained with the requisite skills and capabilities required for urban search and rescue operations and/or deployment of the AZ-TF1. As a requirement of the Urban Search and Rescue Readiness Cooperative Agreement, PFD is charged with the recruitment and training of new task force members to an operation-ready state of deployment.

**Contract Term**

The agreements shall be effective upon approval and execution and shall remain in effect for a term of five years.

**Financial Impact**

Affiliated Personnel will be reimbursed through FEMA funds.

**Responsible Department**

This item is submitted by Assistant City Manager Lori Bays and the Fire Department.



**Aircraft Airframe, Engine, Avionics, Shop Supplies and General Helicopter/Aircraft Parts and Services - MCC 190142-C - Amendment (Ordinance S-50425)**

Request to authorize the City Manager, or his designee, to allow additional expenditures under Contract 150790 with Aviall Services, Inc. for the purchase of Aircraft Parts and Services for the Police Department. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed \$40,000.

**Summary**

This contract will provide the Police Department's Air Support Unit with various aircraft parts and services to operate and maintain fixed wing and rotary aircraft. The aircraft is critical to the Police Department in order to support patrol officers, provide crime suppression, and conduct mountain rescue services. The Federal Aviation Administration (FAA) mandates routine maintenance and overhauls be performed to ensure the safe operation of the aircraft fleet.

**Contract Term**

The contract term remains unchanged, ending on Aug. 30, 2024.

**Financial Impact**

Upon approval of \$40,000 in additional funds, the revised aggregate value of the contract will not exceed \$282,482. Funds are available in the Police Department's budget.

**Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- Aircraft Airframe, Engine, Avionics, Shop Supplies and General Helicopter/Aircraft Parts and Services Contract 150790 (Ordinance S-45940) on Aug. 28, 2019;
- Aviall Aircraft Parts Contract 150790 (Ordinance S-47942) on Sept. 15, 2021.

**Responsible Department**

This item is submitted by Assistant City Manager Lori Bays and the Police Department.



**LexisNexis Desk Officer Reporting System - RFA 18-010-Amendment (Ordinance S-50420)**

Request to authorize the City Manager, or his designee, to execute amendment to Contract 149053 with LexisNexis to extend contract term and add additional expenditures. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed \$249,796.

**Summary**

This contract will provide unlimited online access to the Desk Officer Reporting System to include support and ongoing on-site and off-site maintenance. The Police Department's Cop Logic Detail reviews approximately 1,000 reports a month through this reporting mechanism, and the Pawn Detail reviews approximately 1,000 pawn slips. The services provide information that is imported into the Records Management System (RMS) and is used for statistical reporting along with capturing criminal intelligence information.

The system improves customer service by allowing citizens around-the-clock access to self-report certain crime types and add supplementary information. This has relieved patrol of about 1,000 calls for service per month and negates any extended response time for citizens to wait on a low-priority call. Loss of the application will create a need for more personnel to hand-process this information and will reduce the amount of revenue generated for the City. Information provided is reviewed, approved and then imported into the department's Record Management System (RMS) and routed to the Pawn Detail Unit and eventually to the countrywide pawn system at the Maricopa County Sheriff's Office (MCSO).

This item has been reviewed and approved by the Information Technology Services Department.

**Contract Term**

Upon approval the contract will be extended through Nov. 30, 2028.

**Financial Impact**

Upon approval of \$249,796 in additional funds, the revised aggregate value of the

contract will not exceed \$436,796. Funds are available in the Police Department's budget.

**Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- LexisNexis Desk Officer Reporting System (DORS), Contract 149053 Ordinance S-45186 on Dec 5. 2018.

**Responsible Department**

This item is submitted by Assistant City Manager Lori Bays and the Police Department.



**Phoenix Sky Harbor International Airport Terminal 4 Vertical and Horizontal Transportation System Modernization Phase II - Engineering Services - AV21000110 FAA (Ordinance S-50417)**

Request to authorize the City Manager, or his designee, to enter into an agreement with Gannett Fleming, Inc. to provide Engineering Services that include design and possible construction administration and inspection (CA&I) services for the Phoenix Sky Harbor International Airport Terminal 4 Vertical and Horizontal Transportation System Modernization Phase II project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed \$3.1 million.

Additionally, request to authorize the City Manager, or his designee, to take all action as may be necessary or appropriate and to execute all design and construction agreements, licenses, permits, and requests for utility services related to the development, design and construction of the project. Such utility services include, but are not limited to: electrical, water, sewer, natural gas, telecommunication, cable television, railroads and other modes of transportation. Further request the City Council to grant an exception to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise should be prohibited by Phoenix City Code 42-18. This authorization excludes any transaction involving an interest in real property.

**Summary**

The purpose of this project is to provide engineering services for the Terminal 4 modernization and replacement of critical horizontal and vertical transportation systems which are part of on-going airport efforts to replace aging assets, improve operational resilience, enhance passenger experience and reduce energy consumption.

Gannett Fleming, Inc.'s services include, but are not limited to: full design of the project and the potential for follow-on CA&I services. Design services shall include, but are not limited to: evaluate existing equipment and supporting infrastructure and make recommendations on the modernization strategy; engage stakeholders in the design

process; coordinate with the City and Construction Manager At Risk (CMAR) during the design of the project; chair all design meetings; develop design documents to a level that is sufficient for equipment manufacturer to produce shop drawings; assist CMAR contractor in the development of construction phasing plan and selection of equipment manufacturers; provide alternative design solutions during the Value Engineering process; and produce design documents to secure construction permits.

### **Procurement Information**

The selection was made using a qualifications-based selection process set forth in section 34-603 of the Arizona Revised Statutes (A.R.S.). In accordance with A.R.S. section 34-603(H), the City may not publicly release information on proposals received or the scoring results until an agreement is awarded. One firm submitted a proposal and is listed below.

#### Selected Firm

Rank 1: Gannett Fleming, Inc.

### **Contract Term**

The term of the agreement is five years from the issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

### **Financial Impact**

The agreement value for Gannett Fleming, Inc. will not exceed \$3.1 million, including all subconsultant and reimbursable costs.

Funding is available in the Aviation Department's Capital Improvement Program budget and the Aviation Department anticipates Bipartisan Infrastructure Law (BIL) grant funding for Phase II of this project. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

### **Location**

3800 E. Sky Harbor Blvd.  
Council District: 8

### **Responsible Department**

This item is submitted by Deputy City Managers Mario Paniagua and Alan Stephenson, the Aviation Department and the City Engineer.



**Advertising and Graphic Design Services Contract - AVN RFP 23-0137 - Request for Award (Ordinance S-50426)**

Request to authorize the City Manager, or his designee, to enter into a contract with Madden Preprint Media LLC to provide advertising and graphic design services at Phoenix Sky Harbor International Airport. Further request to authorize the City Controller to disburse all funds related to this item. The total value of the contract will be up to \$436,250.

**Summary**

This contract will provide advertising and graphic design services including, but not limited to, high-quality, cost-effective advertising campaigns for revenue-generating services such as parking, shopping, and dining, as well as other customer and community service initiatives.

**Procurement Information**

A Request for Proposal was processed in accordance with City of Phoenix Administrative Regulation 3.10.

Seven vendors submitted proposals deemed responsive and responsible. An evaluation committee of City staff evaluated those offers based on the following criteria with a maximum possible point total of 1000:

Work Samples (0-500 points)

Qualifications and Experience of the Firm (0-300 points)

Fee Schedule (0-200 points)

After reaching consensus, the evaluation committee recommends award to the following vendor:

Madden Preprint Media LLC, 868 points

**Contract Term**

The contract will begin on or about Feb. 1, 2024, for a five-year term with no options to extend.

**Financial Impact**

The contract value will be up to \$436,250 for the total five-year contract term.

Funding is available in the Aviation Department's budget.

**Concurrence/Previous Council Action**

- The Business and Development Subcommittee recommended approval of this item on Nov. 2, 2023, by a vote of 3-0.
- The Phoenix Aviation Advisory Board recommended approval of this item on Nov. 16, 2023, by a vote of 6-0.

**Location**

Phoenix Sky Harbor International Airport: 2485 E. Buckeye Road

Council District: 8

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Aviation Department.



## **Additional Expenditures for Purchase of Light and Medium Duty Vehicles (Ordinance S-50422)**

Request to authorize the City Manager, or his designee, to allow additional expenditures to Contract 149604 with Courtesy Chevrolet; Contract 149603 with PFVT Motors, LLC, doing business as Peoria Ford; Contract 149601 with RWC International, LTD; and Contract 149600 with Sanderson Ford for the continued purchasing of light and medium duty vehicles for Public Works and various departments. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed \$6,000,000.

### **Summary**

This contract will provide the continuation of purchases for replacement of light and medium duty vehicles on behalf of all City departments. The additional funding will allow for the continuation of purchases for the remaining six months of the contract. These contracts allow for the purchasing of vehicles that have exceeded the useful life and add new vehicles to fleet as needed for operations.

### **Contract Term**

The contract term remains unchanged, ending on March 31, 2024.

### **Financial Impact**

Upon approval of \$6,000,000 in additional funds, the revised aggregate value of the contract will not exceed \$81,000,000.

Funds are available in various department budgets.

### **Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- Purchase of Light and Medium Duty Vehicles Contracts 149604, 149603, 149601 and 149600 (Ordinance S-45497) on April 3, 2019.

### **Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Public Works Department.



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**Apply for Arizona Department of Environmental Quality Recycling Research and Development Grant Opportunity (Ordinance S-50434)**

Request to authorize the City Manager, or his designee, to retroactively apply for, and if awarded, accept, and enter into an agreement for disbursement of grant funding from the Arizona Department of Environmental Quality (ADEQ) through its Recycling Grant Program's Recycling Research and Development Grant. If awarded, the grant will be used to conduct a feasibility study for alternative transportation of recycling and compost by rail at the 27th Avenue Resource Innovation Campus. Further request to authorize the City Treasurer to accept, and the City Controller to disburse, all funds related to this item. The total grant funds applied for will not exceed \$100,000.

**Summary**

Currently the City's Materials Recovery Facility (MRF) and compost facility operations contractors rely solely on semi-trucks to transport baled recyclables (commodities) and finished compost out of the 27th Avenue Resource Innovation Campus. With the reliance on semi-trucks, the contractors can experience increased transportation costs when fuel costs increase and they are limited on how many loads they can transport per day. With rail infrastructure in close proximity to the Resource Innovation Campus and the additional volume capacity of rail cars compared to semi-trucks, both the MRF and compost facility operations contractors communicated to the City their interest in having access to a rail spur. Access to a rail spur can also increase capacity to divert more materials from the landfill as the Resource Innovation Campus develops, supporting the City's solid waste diversion goals. By conducting a feasibility study, the City can determine if constructing a rail spur is viable and economically feasible, including the estimated costs.

The ADEQ Recycling Research and Development Grant aims to help recipients develop tools and create knowledge that will help divert significant amounts of material from the solid waste stream in the future. The Public Works Department is requesting retroactive authorization to submit an application for the ADEQ Recycling Research and Development Grant. If awarded, funding will be used for a city contractor to conduct a feasibility study for alternative transportation of recycling and compost by rail at the 27th Avenue Resource Innovation Campus. The grant was submitted prior to the deadline of Dec. 1, 2023. If not authorized, the grant application can be withdrawn.

The Public Works Department is also requesting authorization to enter into an agreement to accept the funding if awarded.

**Financial Impact**

The Public Works Department is requesting grant funds up to \$100,000. If awarded, ADEQ's grant would not exceed \$100,000 and the City's costs would be approximately \$0 for the local match. Potential grant funding received is available through the Arizona Solid Waste Recycling Act of 1990 and is derived from landfill disposal fees.

**Location**

27th Avenue Resource Innovation Campus - 3060 S. 27th Ave.  
Council District: 7

**Responsible Department**

This item is submitted by Deputy City Manager Mario Paniagua and the Public Works Department.



## **Pavement Marking Tape - IFB 19-069 - Amendment (Ordinance S-50418)**

Request to authorize the City Manager, or his designee, to execute amendment to Contract 149121 with 3M Company to extend contract term and add additional expenditures. Further request to authorize the City Controller to disburse all funds related to this item. The additional expenditures will not exceed \$525,000.

### **Summary**

This contract will provide retro-reflective, preformed and patterned marking tape for the Street Transportation Department for pavement marking activities which comply with the Manual on Uniform Traffic Control Devices for Streets and Highways standards. Pavement marking activities include lane lines, preformed words and symbols, edge lines, etc., used for guiding the traveling public within the right-of-way.

### **Contract Term**

Upon approval the contract will be extended through Jan. 9, 2025, with an option to extend through Jan. 9, 2026.

### **Financial Impact**

Upon approval of \$525,000 in additional funds, the revised aggregate value of the contract will not exceed \$1,459,133. Funds are available in the Street Transportation Department's budget.

### **Concurrence/Previous Council Action**

The City Council previously reviewed this request:

- Pavement Marking Tape Contract 149121 (Ordinance S-45289) on Jan. 9, 2019; and
- Pavement Marking Tape Contract 149121 (Ordinance S-49350) on Jan. 25, 2023.

### **Responsible Department**

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



**Hedgepeth Waterline Improvement District - Design-Bid-Build Services - WS85503001 (Ordinance S-50421)**

Request to authorize the City Manager, or his designee, to accept TF Contracting Services LLC as the lowest-priced, responsive and responsible bidder and to enter into an agreement with TF Contracting Services LLC for Design-Bid-Build Services for the Hedgepeth Waterline Improvement District project. Further request to authorize the City Controller to disburse all funds related to this item. The fee for services will not exceed \$3,753,447.20.

**Summary**

The purpose of this project is to construct approximately 1,400 linear feet of proposed 12-inch water distribution main along 51st Avenue between Behrend Drive and Tonopah Drive and approximately 1,200 linear feet of proposed 12-inch water distribution main along Tonopah Drive between 51st Avenue and 47th Avenue.

The selection was made using an Invitation for Bids procurement process set forth in section 34-201 of the Arizona Revised Statutes. Three bids were received on Oct. 3, 2023. A Small Business Enterprise (SBE) goal has not been established for this project due to a lack of availability of SBE contractors for this type of work.

The Opinion of Probable Cost and the lowest responsive, responsible bidders are listed below:

Opinion of Probable Cost: \$3,248,186

TF Contracting Services LLC: \$3,753,446.20

Arrowmark Underground LLC: \$4,421,000

Action Direct LLC dba Redpoint Contracting: \$4,529,759

Although the bid exceeds the Engineer's Opinion of Probable Cost by more than 10 percent, it has been determined the bid represents a fair and reasonable price for the required work scope. Additionally, the bid award amount is within the total budget for this project.

**Contract Term**

The term of the agreement is 240 calendar days from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

**Financial Impact**

The agreement value for TF Contracting Services LLC will not exceed \$3,753,447.20, including all subcontractor and reimbursable costs.

Funding is available in the Water Services Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

**Concurrence/Previous Council Action**

The City Council approved Resolution Agreement (Ordinance S-22130) on June 14, 2023.

**Location**

51st Avenue between Behrend Drive and Tonopah Drive, and on Tonopah Drive between 51st Avenue and 47th Avenue  
Council District: 1

**Responsible Department**

This item is submitted by Deputy City Managers Ginger Spencer and Alan Stephenson, the Water Services Department and the City Engineer.



**Van Buren Street: 7th Street to 24th Street - Engineering Services - ST89320161 (Ordinance S-50423)**

Request to authorize the City Manager, or his designee, to enter into an agreement with The CK Group, Inc. to provide Engineering Services that include design for the Van Buren Street: 7th Street to 24th Street project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services will not exceed \$140,000.

Additionally, request to authorize the City Manager, or his designee, to take all action as may be necessary or appropriate and to execute all design and construction agreements, licenses, permits, and requests for utility services related to the development, design and construction of the project. Such utility services include, but are not limited to: electrical, water, sewer, natural gas, telecommunication, cable television, railroads and other modes of transportation. Further request the City Council to grant an exception to Phoenix City Code 42-20 to authorize inclusion in the documents pertaining to this transaction of indemnification and assumption of liability provisions that otherwise should be prohibited by Phoenix City Code 42-18. This authorization excludes any transaction involving an interest in real property.

**Summary**

The purpose of this project is to add traffic signal and street lighting design to an existing plan set.

The Engineering Consultant's services include, but are not limited to: completing design to 100 percent plans, five signal modifications, streetlight design, and landscaping.

**Procurement Information**

The CK Group, Inc. was chosen for this project using a Direct Select process set forth in section 34-103 of the Arizona Revised Statutes (A.R.S.). The Direct Select process will reduce the time to procure engineering services as opposed to an advertised selection process, meeting the project deadline, ensuring continuity and the most efficient use of staff and funding resources.

**Contract Term**

The term of the agreement is 180 calendar days from the issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

**Financial Impact**

The agreement value for The CK Group, Inc. will not exceed \$140,000, including all subconsultant and reimbursable costs.

Funding is available in the Street Transportation Department's Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

**Location**

Van Buren Street from 7th Street to 24th Street  
Council District: 8

**Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson, the Street Transportation Department and the City Engineer.



## **Support for Formation of Las Palmaritas Irrigation Water Delivery District (Resolution 22175)**

Request to adopt a resolution to support formation of the Las Palmaritas Irrigation Water Delivery District (IWDD) through Maricopa County. The proposed IWDD includes the single-family residential properties bounded by Las Palmaritas Drive to the south, El Caminito Drive to the north, east of 19th Avenue to the west, and 17th Avenue to the east. This action has no financial impact to the City of Phoenix.

### **Summary**

Under the provisions of Arizona Revised Statutes Chapter 20, title 48, Irrigation Water Delivery Districts, when the majority of the lot or parcel owners entitled to or capable of receiving irrigation water from the same system want irrigation water delivered to their lands, they may propose organization of an IWDD. Maricopa County requires that applicants for an IWDD within City of Phoenix boundaries obtain City Council support before the County will start the process of forming or re-establishing a district.

If approved by the City Council, landowning neighbors seeking an IWDD complete a special taxation impact statement and submit this document to the Maricopa County Board of Supervisors. The Board of Supervisors, along with Salt River Project (SRP), will decide if a petition to organize an IWDD may be circulated. See **Attachment A** for the Consent from SRP to the Board of Supervisors and map of the SRP delivery system.

This request has been reviewed by the Street Transportation and Water Services departments.

### **Financial Impact**

This action has no financial impact to the City of Phoenix.

### **Public Outreach**

On Oct. 3, 2023, the City received a formal written request from City of Phoenix resident Daniel Prefontaine to pursue City Council approval to form an IWDD with Maricopa County (**Attachment B**).

**Location**

The proposed IWDD includes the single-family residential properties bounded by Las Palmaritas Drive to the south, El Caminito Drive to the north, east of 19th Avenue to the west, and 17th Avenue to the east.

Council District: 5

**Responsible Department**

This item is submitted by Deputy City Managers Alan Stephenson and Ginger Spencer, and the Street Transportation and Water Services departments.

ATTACHMENT A  
Consent from SRP Board of Supv and Map of SRP Delivery System  
**EXHIBIT "C".**

**BEFORE THE BOARD OF SUPERVISORS OF MARICOPA COUNTY**

In the Matter of the Application and )	<b>CONSENT OF SALT RIVER PROJECT</b>
Petition for the Formation of an Irrigation )	<b>AGRICULTURAL IMPROVEMENT</b>
Water Delivery District to be known as: )	<b>AND POWER DISTRICT AND SALT</b>
<b>Subdivision Name</b> Irrigation Water )	<b>RIVER VALLEY WATER USERS'</b>
Delivery District of Maricopa County )	<b>ASSOCIATION, COLLECTIVELY</b>
	<b>REFERRED TO AS SRP.</b>

**TO: THE BOARD OF SUPERVISORS OF MARICOPA COUNTY,  
STATE OF ARIZONA**

Erica Trapp, being first duly sworn upon her oath, deposes and says:

That she is the Director of Water Delivery Services of the SRP.

That the lands to be included within the **Las Palmaritas** Irrigation Water Delivery District are within the Salt River Project Agricultural Improvement and Power District and the Salt River Valley Water Users' Association.

That the Board of Directors of the Salt River Project Agricultural Improvement and Power District and the Board of Governors of the Salt River Valley Water Users' Association consent to the formation of said Irrigation Water Delivery District and said action was duly authorized by resolutions dated March 5, 2001.

That she has read this Consent and knows the content thereof and that the matters and things contained herein are true and correct to the best of her own knowledge, information, and belief.

*Erica Trapp*

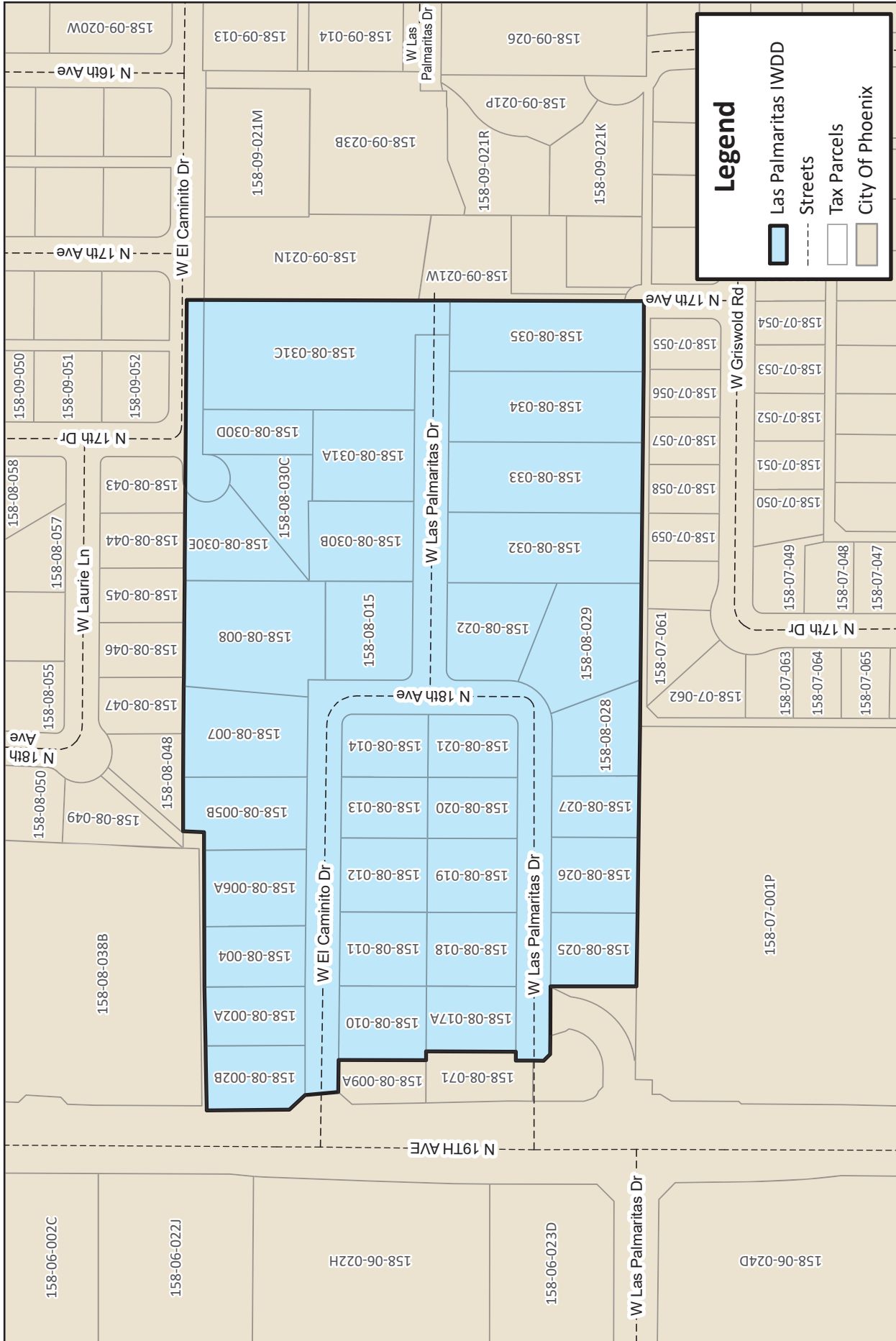
SUBSCRIBED AND SWORN TO before me this 19<sup>th</sup> day of September, 2023

My commission expires:

*[Signature]*  
Notary Public



# Las Palmaritas IWDD



## ATTACHMENT B

To: City of Phoenix  
CC: Salt River Project  
Wednesday, September 27, 2023

From: Daniel Prefontaine  
RE: Request for Formation of Irrigation Water Delivery District

Dear City of Phoenix,

We as a neighborhood **Las Palmaritas**, are requesting consent to form an Irrigation Water Delivery District (IWDD) from the **City of Phoenix**. The purpose of an IWDD is to create an equitable distribution of costs associated with the use and maintenance of the private neighborhood irrigation system. This is accomplished using an annual Maricopa County property assessment. We are asking the **City of Phoenix** to pass this request of resolution, authorizing the formation of **Las Palmaritas IWDD**.

Enclosed you will find Salt River Project's approval along with maps of the proposed district, legal description, and the homeowner list. I will be the representative for the proposed IWDD. Once we receive approval from the **City of Phoenix**, an Impact Statement to form will be sent to the Maricopa County Board of Supervisors to move the process forward. We appreciate your attention to this request. For questions, please contact me at the number below.

Sincerely,

Daniel Prefontaine  
1807 W Las Palmaritas Dr  
Phoenix, AZ 85021-5249  
PREFONTAINE.DANIEL@GMAIL.COM  
602-384-6000

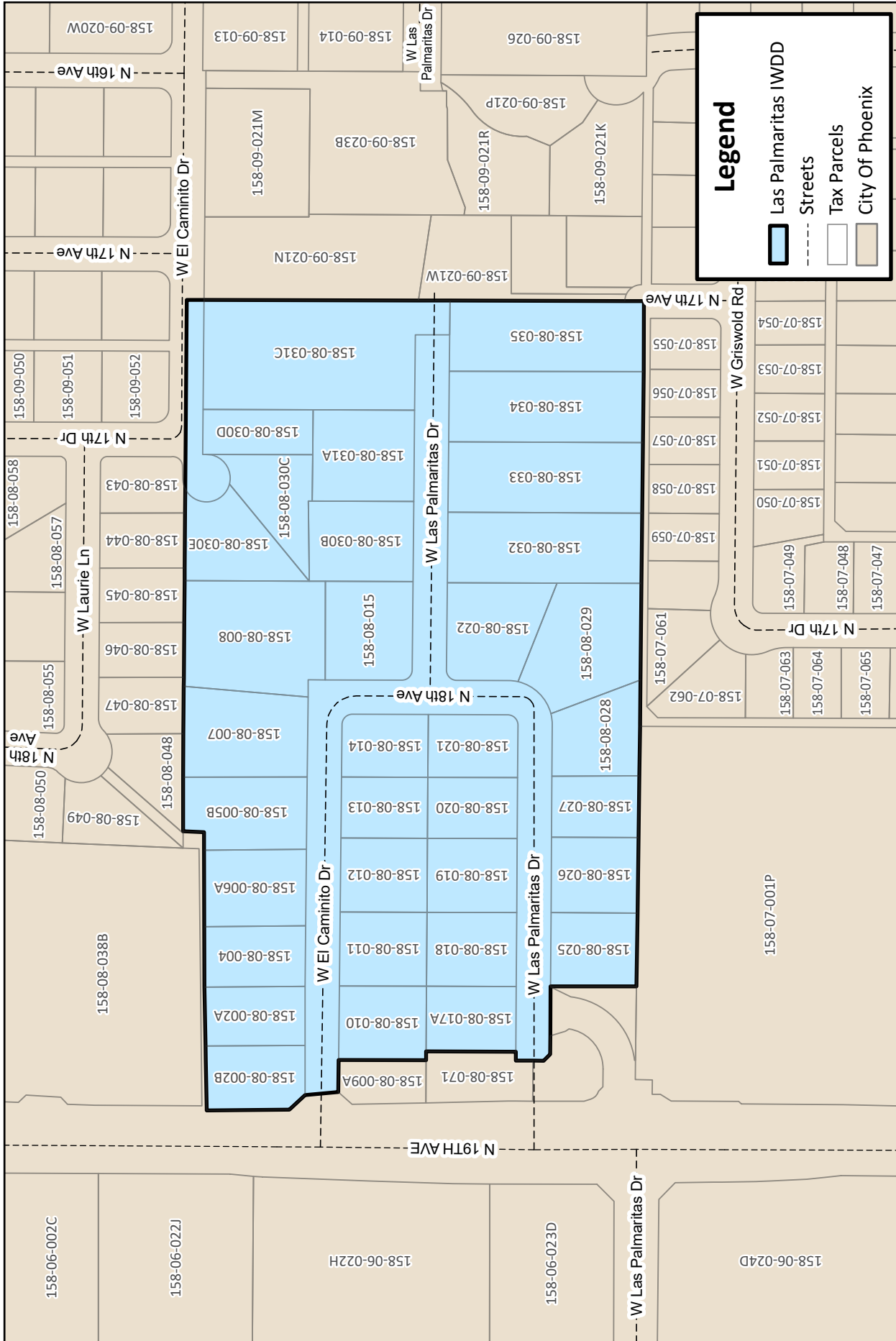
## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Lots 1 through 5, Lots 7 through 12, Lots 14 through 19, and Lots 22 through 31, of LAS POMARITAS, a Subdivision of LOT 3 of Section 31, Township 3 North, Range 3 East, of the Gila and Salt River Base and Meridian according to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, Recorded in Book 43 of Maps, Page 25;

Excepting therefrom the West 13 Feet of said Lot 14.

# Las Palmaritas IWDD



PROPOSED LAS PALMARITAS IWDD  
OWNERSHIP LIST  
9/27/2023

Count	Parcel Number	Tax Year	Owner Name	In Care Of	Mailing Address	City State Zip	Situs Address	Situs City Zip	Net Assessed Value LPV	Total Acreage	Average Lot Size
	158-08-031C	2023	BELLAIRE FAMILY REVOCABLE TRUST	BELLAIRE SUE A TR	1701 W EL COMINITO DR	PHOENIX AZ 85021	1701 W EL CAMINITO DR	PHOENIX 85021	35,541	1.200	
	158-08-002A	2023	BELL ANTHONY JR/KIMBERLY A		1822 W EL CAMINITO DR	PHOENIX AZ 85021	1822 W EL CAMINITO DR	PHOENIX 85021	52,334	0.288	
	158-08-034	2023	BOWDEN DEE ARMON TR		1713 W LAS PALMARITAS DR	PHOENIX AZ 85021	1713 W LAS PALMARITAS DR	PHOENIX 85021	39,809	0.656	
	158-08-029	2023	BOWDEN TYLER JAMES/DEBBYE J		1801 W LAS PALMARITAS DR	PHOENIX AZ 85021	1801 W LAS PALMARITAS DR	PHOENIX 85021	13,788	0.583	
1	158-08-030B	2023	BROYLES TIMOTHY A/LARE MARIE		1734 W LAS PALMARITAS	PHOENIX AZ 85021	1734 W LAS PALMARITAS DR	PHOENIX 85021	31,312	0.412	
2	158-08-017A	2023	CARO JANETH PARTIDA		7109 N 22ND DR	PHOENIX AZ 85021	1836 W LAS PALMARITAS DR	PHOENIX 85021	17,501	0.277	
3	158-08-033	2023	CUNNINGHAM FAMILY TRUST	CUNNINGHAM DAVID LYNN/JAMIE THOMPSON TR	1723 W LAS PALMARITAS DR	PHOENIX AZ 85021	1723 W LAS PALMARITAS DR	PHOENIX 85021	38,874	0.668	
4	158-08-031A	2023	EARHART FAMILY TRUST B	EARHART LEROY TR		PHOENIX AZ 85021	1724 W LAS PALMARITAS DR	PHOENIX 85021	26,160	0.464	
5	158-08-030C	2023	EL CAMINITO LLC		5458 E WOODSTOCK RD	CAVECREEK AZ 85331	1723 W EL CAMINITO DR	PHOENIX 85021	12,864	0.326	
6	158-08-011	2023	CELINA		1827 W EL CAMINITO DR	PHOENIX AZ 85201	1827 W EL CAMINITO DR	PHOENIX 85021	23,621	0.321	
7	158-08-014	2023	GARCIA CHRISTOPHER MONTGOMERY SOLIZ/MAJURI BARBARA		8236 N 18TH AVE	PHOENIX AZ 85021	8236 N 18TH AVE	PHOENIX 85021	13,652	0.260	
8	158-08-032	2023	GETMAN SANDRA		1745 W LAS PALMARITAS DR	PHOENIX AZ 85021	1745 W LAS PALMARITAS DR	PHOENIX 85021	41,509	0.654	
9	158-08-005B	2023	GRATEHOUSE DONNA M/MANOIL MARK L		1802 W EL CAMINITO DR	PHOENIX AZ 85021	1802 W EL CAMINITO DR	PHOENIX 85021	31,734	0.428	
10	158-08-035	2023	HAYRAN KELSEY/GREGORY		1707 W LAS PALMARITAS DR	PHOENIX AZ 85021	1707 W LAS PALMARITAS DR	PHOENIX 85021	33,327	0.668	
11	158-08-027	2023	IRELAND JACKI/SCHUMACHER JENNIFER		8854 W MYRTLE AVE	GLENDALE AZ 853056933	1815 W LAS PALMARITAS DR	PHOENIX 85021	42,163	0.262	
12	158-08-030D	2023	KRISTIN K PAXSON FAMILY TRUST	KRISTIN K PAXON	PO BOX 81394	PHOENIX AZ 85069	1719 W EL CAMINITO DR	PHOENIX 85021	11,962	0.240	
13	158-08-013	2023	LEANN ANITA WINTER LIVING TRUST		1809 W EL CAMINITO DR	PHOENIX AZ 85021	1809 W EL CAMINITO DR	PHOENIX 85021	13,884	0.266	
14	158-08-025	2023	NEWBERRY TODD		1827 W LAS PALMARITAS DR	PHOENIX AZ 85021	1827 S 19TH AVE	PHOENIX 85021	22,482	0.314	
15	158-08-015	2023	PFINGSTAG JOHN RICHARD		1748 W LAS PALMARITAS	PHOENIX AZ 85021	1748 W LAS PALMARITAS DR	PHOENIX 85021	17,372	0.426	
16	158-08-028	2023	PREFONTAINE DANIEL JONES		1807 W LAS PALMARITAS DR	PHOENIX AZ 85021	1807 W LAS PALMARITAS DR	PHOENIX 85021	26,841	0.341	
17	158-08-008	2023	RUSK JONATHAN D/HILLARY N		1752 W EL CAMINITO DR	PHOENIX AZ 85021	1752 W EL CAMINITO DR	PHOENIX 85021	30,989	0.750	
17	158-08-030E	2023	RUSK JONATHAN/HILLARY		1731 W EL CAMINITO DR	PHOENIX AZ 85021	1731 W EL CAMINITO DR	PHOENIX 85021	18,399	0.363	
18	158-08-020	2023	SALLAI IMRE L JR		145 S MAPLE DR	BEVERLY HILLS CA 90212	1810 W LAS PALMARITAS DR	PHOENIX 85021	20,476	0.268	
19	158-08-007	2023	SCHLESINGER JASON M/SARAH		9036 N 2ND DR	PHOENIX AZ 85021	1758 W EL CAMINITO DR	PHOENIX 85021	18,123	0.522	
19	158-08-006A	2023	SCHLESINGER JASON M/SARAH V		1758 W EL CAMINITO DR	PHOENIX AZ 85021	1812 W EL CAMINITO DR	PHOENIX 85021	26,684	0.388	
20	158-08-004	2023	SING JEFFREY J/JULIE A		1818 W EL CAMINITO DR	PHOENIX AZ 850215257	1818 W EL CAMINITO DR	PHOENIX 85021	21,222	0.297	
21	158-08-026	2023	SNODGRASS ROBERT II		1823 W LAS PALMARITAS DR	PHOENIX AZ 85021	1823 W LAS PALMARITAS DR	PHOENIX 85021	11,877	0.317	
22	158-08-018	2023	STAR 2021-SFR2 BORROWER LP		591 W PUTNAM AVE	GREENWICH CT 06830	1826 W LAS PALMARITAS DR	PHOENIX 85021	21,569	0.320	
23	158-08-010	2023	STEVENS ERIC/JOY		1525 W NORTHERN AVE	PHOENIX AZ 85021	1835 W EL CAMINITO DR	PHOENIX 85021	28,109	0.321	
24	158-08-002B	2023	TAYLOR BRETT E		8245 N 19TH AVE	PHOENIX AZ 85021	8245 N 19TH AVE	PHOENIX 85021	12,436	0.304	
25	158-08-022	2023	THOMAS ERIC DANIEL		1747 W LAS PALMARITAS DR	PHOENIX AZ 85021	1747 W LAS PALMARITAS DR	PHOENIX 85021	16,911	0.433	
26	158-08-012	2023	WOODARD DONALD G		1817 W EL CAMINITO DR	PHOENIX AZ 85021	1817 W EL CAMINITO DR	PHOENIX 85021	25,330	0.322	
27	158-08-021	2023	YEE KRISTIN RICHELLE		1802 W LAS PALMARITAS DR	PHOENIX AZ 85021	1802 W LAS PALMARITAS DR	PHOENIX 85021	18,972	0.262	
28	158-08-019	2023	MCCULLAM		1818 W LAS PALMARITAS DR	PHOENIX AZ 85021	1818 W LAS PALMARITAS DR	PHOENIX 85021	15,966	0.325	
									833,743	14,246	0.384



**Homeless Services Sprung Structure II - Architectural and Engineering Services Agreement - 8980150009 (Ordinance S-50440)**

Request to authorize the City Manager, or his designee, to execute a new agreement with RPM Team, LLC to provide continued Architectural and Engineering Services for the Office of Homeless Solutions' Sprung Structure II project. Further request to authorize execution of amendments to the agreement as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The fee for services included in this agreement will not exceed \$154,000.

**Summary**

The purpose of this project is to provide additional design in architectural, civil, electrical, plumbing, geotechnical engineering, and survey services for the Office of Homeless Solutions' Sprung Structure II project.

This agreement is necessary because the original project location has changed and additional site design work is necessary to complete the project at a new site. RPM will be able to use much of the previous work for the design at a new site.

**Contract Term**

The term of the agreement is one year from issuance of the Notice to Proceed. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

**Financial Impact**

- The initial Agreement 157319 for Architectural and Engineering Services was approved for an amount not to exceed \$270,000, including all subconsultant and reimbursable costs.
- Amendment 1 to Agreement 157319 was approved for an amount not to exceed \$75,000, including all subconsultant and reimbursable costs.
- This new agreement will increase the project value by an additional \$154,000, for a new total project amount not to exceed \$499,000, including all subconsultant and reimbursable costs.

Funding for this agreement is available in the Office of Human Services Capital Improvement Program budget. The Budget and Research Department will separately review and approve funding availability prior to the execution of any amendments. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

**Concurrence/Previous Council Action**

The City Council approved:

- Homeless Services Sprung Structure II Architectural and Engineering Services Agreement 157319 (Ordinance S-49118) on Oct. 22, 2022; and
- Homeless Services Sprung Structure II Architectural and Engineering Services Agreement 157319 Amendment 1 (Ordinance S-49478) on March 1, 2023.

**Responsible Department**

This item is submitted by Deputy City Managers Gina Montes and Alan Stephenson, the City Manager's Office and the City Engineer.



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Agenda Date: 12/13/2023, Item No. 47

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## **Resolution Authorizing Application for a Designation of Assured Water Supply to the Arizona Department of Water Resources (Resolution 22176)**

Request City Council to approve a resolution authorizing the City Manager, or his designee, to execute and submit an updated application for the Designation of Assured Water Supply to the Arizona Department of Water Resources (ADWR).

### **Summary**

In order to ensure that sufficient water resources are available to supply potential new development, and to allow the platting of new residential and commercial development parcels, Arizona State law requires that cities and private water providers apply for and receive a Designation of Assured Water Supply from ADWR. The designation serves as the State of Arizona's endorsement that the City has taken proactive steps to acquire sufficient renewable supplies to accommodate projected growth.

The City's current designation will be reviewed by ADWR no later than 2024. Therefore, the City plans to submit an updated application well in advance to maintain the City's continuous designation status.

ADWR requires the City Manager of a City applying for a Designation of Assured Water Supply to sign and submit the application, with authorization from its City Council, accompanied by a \$2,000 initial fee.

### **Financial Impact**

The funding for the application is not to exceed \$35,000, with an initial fee of \$2,000. Funding for ADWR is available in the Water Services Department's operating budget.

### **Responsible Department**

This item is submitted by Deputy City Manager Ginger Spencer and the Water Services Department.



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Agenda Date: 12/13/2023, Item No. 48

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**Final Plat - Deer Valley and Tatum Apartments - PLAT 230075 - Northeast Corner of Deer Valley Drive and Tatum Boulevard**

Plat: 230075  
Project: 99-35425  
Name of Plat: Deer Valley and Tatum Apartments  
Owner: Garden Deer Valley, LLC  
Engineer: Chad W. Huber, RLS  
Request: A Two-Lot Commercial Plat  
Reviewed by Staff: Nov. 14, 2023  
Final Plat requires Formal Action Only

**Summary**

Staff requests that the above plat be approved by the City Council and certified by the City Clerk. Recording of the plat dedicates the streets and easements as shown to the public.

**Location**

Generally located at the northeast corner of Deer Valley Drive and Tatum Boulevard  
Council District: 2

**Responsible Department**

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



Report

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Agenda Date: 12/13/2023, Item No. 49

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**Final Plat - 13 W Missouri - PLAT 230042 - South of Missouri Avenue and West of Central Avenue**

Plat: 230042  
Project: 22-2709  
Name of Plat: 13 W Missouri  
Owner: 13 Missouri LLC  
Engineer: Eric L. Sostrom, RLS  
Request: A 10-Lot Residential Plat  
Reviewed by Staff: Nov. 14, 2023  
Final Plat requires Formal Action Only

**Summary**

Staff requests that the above plat be approved by the City Council and certified by the City Clerk. Recording of the plat dedicates the streets and easements as shown to the public.

**Location**

Generally located at the south of Missouri Avenue and west of Central Avenue  
Council District: 4

**Responsible Department**

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



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Agenda Date: 12/13/2023, Item No. 50

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**Final Plat - Sunset Farms Parcel 17 - PLAT 210070 - South of Broadway Road and West of 95th Avenue**

Plat: 210070  
Project: 02-2183  
Name of Plat: Sunset Farms Parcel 17  
Owner: Jen. Arizona 66, LLC  
Engineer: Richard G. Alcocer, RLS  
Request: A 158-Lot Residential Plat  
Reviewed by Staff: Nov. 14, 2023  
Final Plat requires Formal Action Only

**Summary**

Staff requests that the above plat be approved by the City Council and certified by the City Clerk. Recording of the plat dedicates the streets and easements as shown to the public.

**Location**

Generally located south of Broadway Road and west of 95th Avenue  
Council District: 7

**Responsible Department**

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



**Final Plat - 20th Street Townhomes - PLAT 220028 - Northeast Corner of 20th Street and Desert Lane**

Plat: 220028  
Project: 21-1510  
Name of Plat: 20th Street Townhomes  
Owner: RG 8181 S 20th St LLC  
Engineer: Troy A. Ray, RLS  
Request: A One-Lot Commercial Plat  
Reviewed by Staff: Nov. 15, 2023  
Final Plat requires Formal Action Only

**Summary**

Staff requests that the above plat be approved by the City Council and certified by the City Clerk. Recording of the plat dedicates the streets and easements as shown to the public.

**Location**

Generally located at the northeast corner of 20th Street and Desert Lane  
Council District: 8

**Responsible Department**

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



Report

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Agenda Date: 12/13/2023, Item No. 52

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**Abandonment of Right-of-Way - ABND 230020 - Northeast Corner of Darrow Street and 27th Street (Resolution 22177)**

Abandonment: 230020

Project: 04-644

Applicant: LCG2MF Baseline Apartments, LLC

Request: To abandon the east 25 feet of 27th Street north of Darrow Street

Date of Hearing: June 12, 2023

**Location**

Generally located at the northeast corner of Darrow Street and 27th Street

Council District: 8

**Financial Impact**

A fee was also collected as part of this abandonment in the amount of \$8,290.

**Responsible Department**

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



**Abandonment of Right-of-Way - ABND 220035 - Northwest Corner of Darrow Street and 27th Street (Resolution 22178)**

Abandonment: 220035

Project: 22-675

Applicant: Craig Baker

Request: To abandon the length of 25th Street north of Baseline Road, a portion of 27th Street and Ellis Street, a sewer easement, a water easement and a sidewalk and trail easement.

Date of Hearing: July 7, 2022

**Location**

Generally located at the northwest corner of Darrow Street and 27th Street

Council District: 8

**Financial Impact**

A fee was also collected as part of this abandonment in the amount of \$102,900.

**Responsible Department**

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



**Planning and Development Department Residential, Commercial and Fire Building Plan Review - On-Call Services Amendment (Ordinance S-50435)**

Request to authorize the City Manager, or his designee, to execute amendments to Master Agreements 156128 with Bowman Consulting Group, Ltd., 156129 with Bureau Veritas North America, Inc., 156130 with MZ Engineering, LLC, 156131 with Nova Performance Group, LLC, 156132 with OnSite Engineering, P.L.C., 156133 with Precision Design Consultants, PLLC, 156134 with SafeBuilt Arizona, LLC, 156135 with Shums Coda Associates, Inc., 156136 with Stantec Consulting Services, Inc., and 156137 with Willdan Engineering, Inc. to provide additional Planning and Development Department Residential, Commercial and Fire Building Plan Review On-Call Services. Further request to authorize execution of amendments to the agreements as necessary within the Council-approved expenditure authority as provided below, and for the City Controller to disburse all funds related to this item. The additional fee for services included in these amendments will not exceed an aggregate value of \$1 million.

**Summary**

The purpose of this project is to provide on-call residential, commercial, and fire building plan review services on an as-needed basis that include, but are not limited to: new construction, alterations, and repairs submitted by commercial and residential property owners for compliance with the Phoenix Building Construction Code and Fire Code.

These amendments are necessary because development activity in the City of Phoenix has continued to increase over the past year, and the local economy continues to strongly attract private investment. Plan review and permitting activity in several areas are approaching levels still remain at high levels. To maintain customer service levels in plan reviews, the Planning and Development Department proposes an increase in several areas to add peak plan review capacity. These amendments will provide additional funds to the agreements.

**Contract Term**

The term of each agreement remains unchanged. Work scope identified and incorporated into the agreement prior to the end of the term may be agreed to by the

parties, and work may extend past the termination of the agreement. No additional changes may be executed after the end of the term.

### **Financial Impact**

- The initial agreement for each of the consultants for the Planning and Development Department Residential, Commercial, and Fire Building Plan Review On-Call Services was approved for an aggregate amount not to exceed \$3.5 million, including all subconsultant and reimbursable costs.
- These amendments will increase the aggregate authorization by an additional \$1 million, for a new aggregate total amount not to exceed \$4.5 million, including all subconsultant and reimbursable costs.

Funding for these amendments are available in the Planning and Development Department's Operating budget. The Budget and Research Department will separately review and approve funding availability prior to issuance of any On-Call task order of \$100,000 or more. Payments may be made up to agreement limits for all rendered agreement services, which may extend past the agreement termination.

### **Concurrence/Previous Council Action**

The City Council approved Planning and Development Department Residential, Commercial, and Fire Building Plan Review On-Call Services Agreements 156128, 156129, 156130, 156131, 156132, 156133, 156134, 156135, 156136, and 156137 (Ordinance S-48514) on April 20, 2022.

### **Responsible Department**

This item is submitted by Deputy City Manager Alan Stephenson, the Planning and Development Department and the City Engineer.



## **Amend City Code - Official Supplementary Zoning Map 1255 (Ordinance G-7202)**

Request to authorize the City Manager to amend Section 601 of the Phoenix Zoning Ordinance by adopting Official Supplementary Zoning Map 1255. This amendment reflects that the property owner has met all of the rezoning conditions previously approved by City Council with a portion of Z-116-M-81 and the entitlements are fully vested.

### **Summary**

To rezone a parcel on the southwest corner of South Pointe Parkway and East Beverly Road.

Application No.: Z-116-M-81

Zoning: R-5 PCD

Owner: San Paseo Apartments, LLC

Acreage: 6.82

### **Location**

Southwest corner of South Pointe Parkway and East Beverly Road

Address: 8050 and 8080 S. Pointe Parkway

Council District: 6

### **Responsible Department**

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

**ATTACHMENT A**

**THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL,  
ADOPTED ORDINANCE**

**ORDINANCE G-**

**AN ORDINANCE AMENDING SECTION 601 OF THE CITY OF  
PHOENIX ZONING ORDINANCE BY ADOPTING OFFICIAL  
SUPPLEMENTARY ZONING MAP 1255.**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as**

**follows:**

**SECTION 1. That Section 601 of the City of Phoenix Zoning Ordinance is  
hereby amended by adopting Official Supplementary Zoning Map 1255, which  
accompanies and is annexed to this ordinance and declared a part hereof.**

**PASSED by the Council of the City of Phoenix this 13th day of December,  
2023.**

**MAYOR**

**ATTEST:**

**Denise Archibald, City Clerk**

APPROVED AS TO FORM:  
Julie M. Kriegh, City Attorney

By: \_\_\_\_\_  
\_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
Jeffrey Barton, City Manager

PL:arm:LF23-2557:12-13-2023

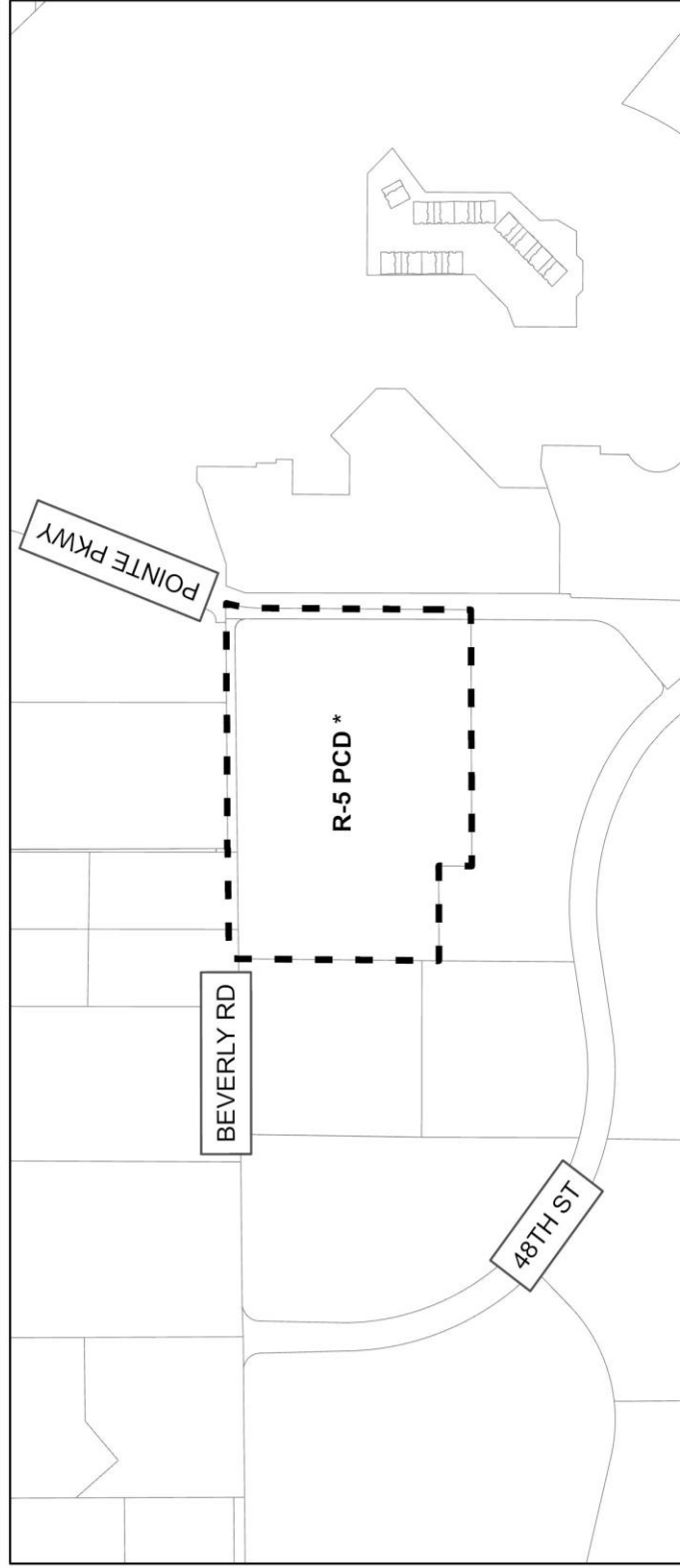
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# OFFICIAL SUPPLEMENTARY ZONING MAP NO. 1255

Sheet 1 of 1

ORDINANCE NO. \_\_\_\_\_ AMENDING SECTION 601 OF THE CITY OF PHOENIX ZONING ORDINANCE

Passed by the Council of the City of Phoenix, Arizona this 13th day of December 2023.



Z-116-M-81

Drawn by: KS



ZONING SUBJECT TO STIPULATIONS: \*  
AREA INVOLVED BOUNDED THUS: ■■■■■



**Amend City Code - Official Supplementary Zoning Map 1259 (Ordinance G-7204)**

Request to authorize the City Manager to amend Section 601 of the Phoenix Zoning Ordinance by adopting Official Supplementary Zoning Map 1259. This amendment reflects that the property owner has met all of the rezoning conditions previously approved by City Council with Z-139-06 and the entitlements are fully vested.

**Summary**

To rezone a parcel located approximately 368 feet west of the southwest corner of 27th Avenue and Baseline Road.

Application No.: Z-139-06

Zoning: C-3

Owner: City of Phoenix

Acreage: 2.79

**Location**

Located approximately 368 feet west of the southwest corner of 27th Avenue and Baseline Road

Address: 2727 W. Baseline Road

Council District: 8

**Responsible Department**

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

**ATTACHMENT A**

**THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL,  
ADOPTED ORDINANCE**

**ORDINANCE G-**

**AN ORDINANCE AMENDING SECTION 601 OF THE CITY OF  
PHOENIX ZONING ORDINANCE BY ADOPTING OFFICIAL  
SUPPLEMENTARY ZONING MAP 1259.**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as**

**follows:**

**SECTION 1. That Section 601 of the City of Phoenix Zoning Ordinance is  
hereby amended by adopting Official Supplementary Zoning Map 1259, which  
accompanies and is annexed to this ordinance and declared a part hereof.**

**PASSED by the Council of the City of Phoenix this 13th day of December,  
2023.**

**MAYOR**

**ATTEST:**

**Denise Archibald, City Clerk**

APPROVED AS TO FORM:  
Julie M. Kriegh, City Attorney

By: \_\_\_\_\_  
\_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
Jeffrey Barton, City Manager

PL:arm:LF23-2844:12-13-2023

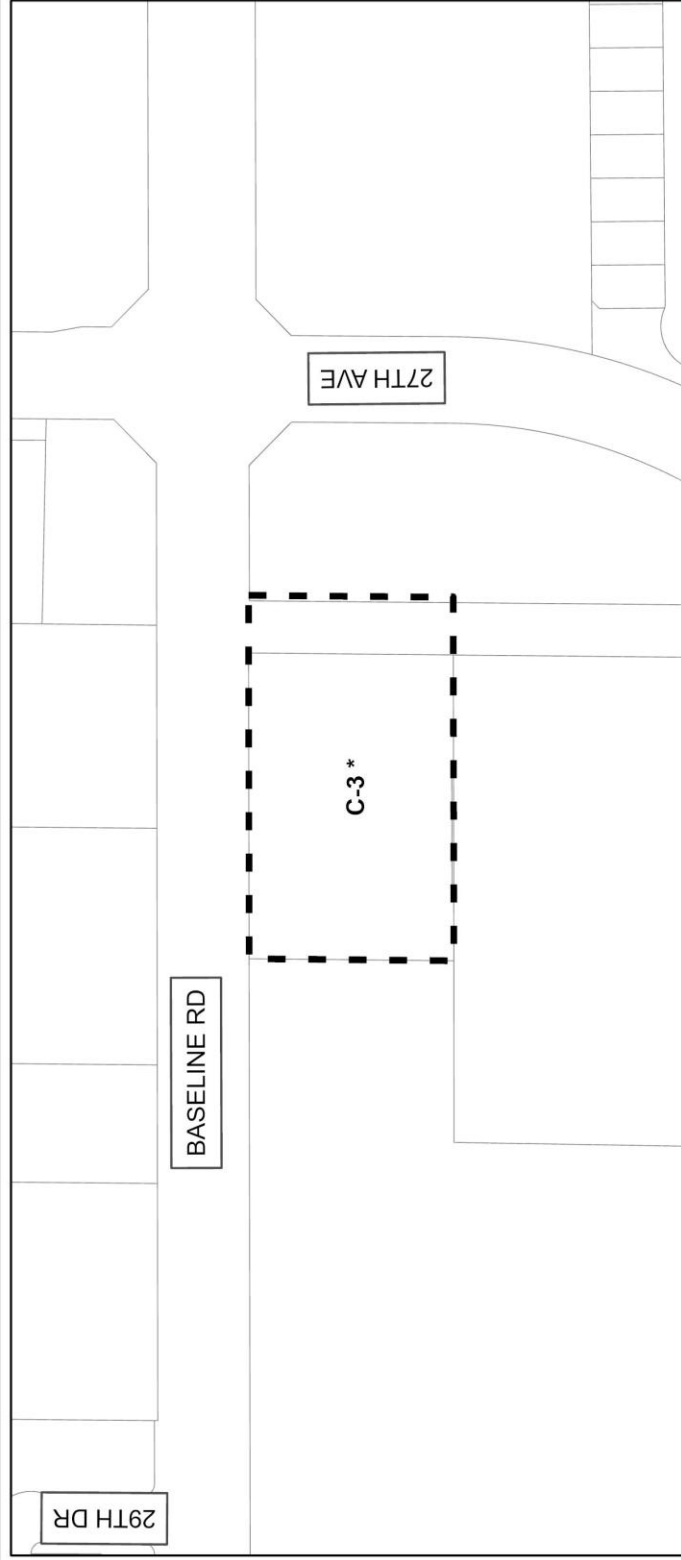
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# OFFICIAL SUPPLEMENTARY ZONING MAP NO. 1259

Sheet 1 of 1

ORDINANCE NO. \_\_\_\_\_ AMENDING SECTION 601 OF THE CITY OF PHOENIX ZONING ORDINANCE

Passed by the Council of the City of Phoenix, Arizona this 13th day of December 2023.



Z-139-06

Drawn by: KS



ZONING SUBJECT TO STIPULATIONS: \*  
AREA INVOLVED BOUNDED THUS: ■■■■■



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Agenda Date: 12/13/2023, Item No. 57

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**Amend City Code - Ordinance Adoption - Rezoning Application PHO-1-23--Z-SP-5-21-7 - Approximately 100 Feet West of the Northwest Corner of 59th Avenue and Lower Buckeye Road (Ordinance G-7205)**

Request to authorize the City Manager, or his designee, to approve the Planning Hearing Officer's recommendation without further hearing by the City Council on matters heard by the Planning Hearing Officer on Nov. 15, 2023.

**Summary**

Application: PHO-1-23--Z-SP-5-21-7

Existing Zoning: C-2 SP

Acreage: 11.83

Owner: Aamerco Real Estate Company

Applicant/Representative: EPS Group, Inc.

**Proposal:**

1. Modification to Stipulation 1 regarding general conformance with building elevations date stamped Nov. 16, 2021.
2. Deletion of Stipulation 5 regarding perimeter walls.
3. Modification to Stipulation 6 regarding parking lot landscaping.
4. Deletion of Stipulation 7.a regarding shading of pedestrian walkways.
5. Deletion of Stipulation 8.a regarding location of pedestrian thoroughfares.
6. Modification to Stipulation 9.b regarding the location of a bicycle repair station.
7. Modification to Stipulation 12 regarding location of sidewalks along Lower Buckeye Road.

VPC Action: The Estrella Village Planning Committee was scheduled to hear the request on Oct. 17, 2023, but did not have a quorum.

PHO Action: The Planning Hearing Officer heard the request on Nov. 15, 2023, and recommended approval, with a modification.

**Location**

Approximately 100 feet west of the northwest corner of 59th Avenue and Lower Buckeye Road

Council District: 7  
Parcel Address: N/A

**Responsible Department**

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

**Attachment A**  
**Ordinance – PHO-1-23—Z-SP-5-21-7**

**THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL,  
ADOPTED ORDINANCE**

ORDINANCE G-

AN ORDINANCE AMENDING THE STIPULATIONS APPLICABLE TO  
REZONING APPLICATION Z-SP-5-21-7 PREVIOUSLY APPROVED BY  
ORDINANCE G-6935.

\_\_\_\_\_  
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX, as  
follows:

SECTION 1. The zoning stipulations applicable located approximately  
100 feet west of the northwest corner of 59th Avenue and Lower Buckeye Road in a  
portion of Section 18, Township 1 North, Range 2 East, as described more  
specifically in Attachment “A”, are hereby modified to read as set forth below.

**STIPULATIONS:**

1. The self-service storage warehouse portion of the development shall be in general conformance with the building elevations date stamped ~~SEPTEMBER 8, 2023~~ ~~November 16, 2024~~, as modified by the following stipulations and approved by the Planning and Development Department. Other building elevations shall be developed with a common architectural theme to the following standards, as approved by the Planning and Development Department:
  - a. Building elevations shall contain multiple colors, exterior accent materials and textural changes that exhibit quality and durability to provide a decorative and aesthetic treatment.
  - b. All building elevations shall contain architectural embellishments and detailing such as textural changes, pilasters, offsets, recesses, variation in window size and location, and/or overhang canopies.

- c. A minimum of two building materials listed in the Estrella Village Core Plan shall be utilized in all building elevations.
2. The development shall conform with the Estrella Village Arterial Street Landscaping Program landscape palette and landscaping standards along arterial streets in the Estrella Village, except as noted herein, as approved by the Planning and Development Department.
3. Project entry drives along Lower Buckeye Road shall incorporate enhanced landscaping on both sides planted with a variety of at least three plant materials. Each landscaped area shall be a minimum of 125-square feet, as approved by the Planning and Development Department.
4. Project entry drives along Lower Buckeye Road shall be constructed of decorative pavers, stamped, or colored concrete, or similar alternative material, as approved by the Planning and Development Department.
- ~~5. Where perimeter walls are adjacent to the Loop 202 freeway drainage channel, these shall be limited to open view wrought iron fencing or similar material, or a combination of 4-foot solid masonry topped by wrought iron open view fencing or similar material, unless required otherwise by the Zoning Ordinance, as approved by the Planning and Development Department.~~
5. All uncovered surface parking lot areas shall be landscaped with minimum 2-inch caliper size large canopy drought tolerant shade trees. Landscaping shall be dispersed throughout the parking area and achieve 25 percent shade at maturity, as approved by Planning and Development Department.
6. The following pedestrian shade standards shall be met as described below and as approved or modified by the Planning and Development Department:
- ~~7.~~
  - a. Pedestrian walkways connecting the commercial buildings to adjacent public sidewalks shall be shaded to a minimum of 75 percent using large canopy drought tolerant shade trees at maturity and/or architectural shade.
  - b. The bus stop along Lower Buckeye Road shall be shaded to a minimum of 50 percent.
7. A system of pedestrian thoroughfares shall be provided as described below and as approved or modified by the Planning and Development Department:
- ~~8.~~
  - a. Connections to/between via the most direct route:
    - (1) All building entrances.
    - (2) Adjacent public sidewalks.
    - (3) The bus stop along Lower Buckeye Road.

- b. Where pedestrian walkways cross a vehicular path, the pathway shall be constructed of decorative pavers, stamped or colored concrete, or other pavement treatments that visually contrasts with parking and drive aisle surfaces. Vehicular crossings shall be kept to a minimum.
- 8. The development shall incorporate bicycle infrastructure, as described below
- 9. and as approved by the Planning and Development Department.
  - a. A minimum of four bicycle parking spaces shall be provided through Inverted U and/or artistic racks located near the building entrance of each enclosed commercial building and installed per the requirements of Section 1307.H. of the Phoenix Zoning Ordinance, as approved by the Planning and Development Department. Artistic racks shall adhere to the City of Phoenix Preferred Designs in Appendix K of the Comprehensive Bicycle Master Plan.
  - b. One bicycle repair station ("fix it station") shall be provided and maintained within close proximity to Lower Buckeye Road or the C Store building as depicted in the site plan date stamped SEPTEMBER 8, 2023 ~~July 12, 2024~~. The bicycle repair station ("fix it station") shall be provided in an area of high visibility and separated from vehicular maneuvering areas, where applicable. The repair station shall include: standard repair tools affixed to the station; a tire gauge and pump affixed to the base of the station or the ground; and a bicycle repair stand which allows pedals and wheels to spin freely while making adjustments to the bike.
- 9. The developer shall dedicate a 30-foot wide multi-use trail easement (MUTE)
- 10. along the north side of Lower Buckeye Road and construct a minimum 10-foot wide multi-use trail (MUT) within the easement, in accordance with the MAG supplemental detail indicated in Section 429 and as approved by the Planning and Development Department. Where conflicts or restrictions exist, the developer shall work with the Site Planning section on an alternate design through the technical appeal process.
- 10. The developer shall dedicate right-of-way and construct one bus stop pad along
- 11. westbound Lower Buckeye Road west of 59th Avenue. The bus stop pad shall be constructed according to City of Phoenix Standard Detail P1260 with a minimum depth of 10 feet. The bus stop pad shall be spaced from the intersection according to City of Phoenix Standard Detail P1258.
- 11. All sidewalks along Lower Buckeye Road shall be ATTACHED AND A
- 12. MINIMUM OF 5 FEET IN WIDTH ~~detached with a landscape strip located between the sidewalk and back of curb following the most recent Cross Section of the Street Classification Map~~ and planted to the following standards, as approved by the Arizona Department of Transportation (ADOT) and/or the Planning and Development Department.
  - a. Minimum 2-inch caliper single-trunk large canopy drought-tolerant shade

trees to provide a minimum 7.5 percent shade.

- b. Drought tolerant vegetation maintained at a maximum height of 24 inches and achieve 75 percent live coverage.
- c. The landscape palette and planting standards, unless otherwise provided herein, shall conform with the Estrella Village Arterial Street Landscaping Program requirements for arterial streets.

Where utility conflicts exist, the developer shall work with the Planning and Development Department on alternative design solutions consistent with a pedestrian environment.

- 12 All sidewalks along 59th Avenue shall be a minimum of 5 feet in width and  
43- detached with a minimum 10-foot wide landscape area located between the sidewalk and back of curb and planted to the following standards, as approved by the Arizona Department of Transportation (ADOT) and/or the Planning and Development Department.

- a. Minimum 2-inch caliper single-trunk large canopy drought-tolerant shade trees to provide a minimum 75 percent shade.
- b. Drought tolerant vegetation maintained at a maximum height of 24 inches and achieve 75 percent live coverage.
- c. The landscape palette and planting standards, unless otherwise provided herein, shall conform with the Estrella Village Arterial Street Landscaping Program requirements for arterial streets.

Where utility conflicts exist, the developer shall work with the Planning and Development Department on alternative design solutions consistent with a pedestrian environment.

- 13 All proposed driveways along Lower Buckeye Road shall require the approval  
44- of the Arizona Department of Transportation (ADOT) and the Planning and Development Department.

- 14 The developer shall construct all streets within and adjacent to the development  
45- with paving, curb, gutter, sidewalk, curb ramps, streetlights, median islands, landscaping and other incidentals, as per plans approved by the Planning and Development Department. All improvements shall comply with all ADA accessibility standards.

- 15 If determined necessary by the Phoenix Archeology Office, the applicant shall  
46- conduct Phase I data testing and submit an archaeological survey report of the development area for review and approval by the City Archeologist prior to clearing and grubbing, landscape salvage, and/or grading approval.

- 16 If Phase I data testing is required, and if, upon review of the results from Phase

47. I data testing, the City Archeologist, in consultation with a qualified archeologist, determines such data recovery excavations are necessary, the applicant shall conduct Phase II archeological data recovery excavations.
- 17 In the event archeological materials are encountered during construction, the  
48. developer shall immediately cease all ground-disturbing activities within a 33-foot radius of the discovery, notify the City Archeologist, and allow time for the Archeology Office to properly assess the materials.
- 18 Prior to preliminary site plan approval, the landowner shall execute a  
49. Proposition 207 waiver of claims form. The waiver shall be recorded with the Maricopa County Recorder's Office and delivered to the City to be included in the rezoning application file for record.

SECTION 2. Due to the site's specific physical conditions and the use district granted pursuant to Ordinance G-6935 this portion of the rezoning is now subject to the stipulations approved pursuant to Ordinance G-6935 and as modified in Section 1 of this Ordinance. Any violation of the stipulation is a violation of the City of Phoenix Zoning Ordinance. Building permits shall not be issued for the subject site until all the stipulations have been met.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

PASSED by the Council of the City of Phoenix this 13th day of December, 2023.

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MAYOR

ATTEST:

\_\_\_\_\_  
Denise Archibald, City Clerk

APPROVED AS TO FORM:  
Julie M. Kriegh, City Attorney

By:

\_\_\_\_\_  
\_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
Jeffrey Barton, City Manager

Exhibits:  
A - Legal Description (2 Pages)  
B - Ordinance Location Map (1 Page)

## EXHIBIT A

### LEGAL DESCRIPTION FOR PHO-1-23--Z-SP-5-21-7

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER (E $\frac{1}{2}$ SE $\frac{1}{4}$ ) OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING BETWEEN THE EXISTING WESTERLY RIGHT OF WAY LINE OF 59TH AVENUE AND THE FOLLOWING DESCRIBED LINE:

#### LINE DESCRIPTION:

COMMENCING AT A 2005 3 INCH MARICOPA COUNTY BRASS CAP IN HANDHOLE "LS 31610" MARKING THE SOUTHEAST CORNER OF SAID SECTION 18, BEING SOUTH 00°04'18" EAST 2637.50 FEET FROM A 2 INCH 2005 MARICOPA COUNTY ALUMINUM CAP IN HANDHOLE "LS 31610" MARKING THE EAST QUARTER CORNER OF SAID SECTION 18;

THENCE ALONG THE EAST LINE OF SAID SECTION 18, NORTH 00°04'18" WEST 33.81 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°55'42" WEST 33.00 FEET TO THE JUNCTURE OF THE EXISTING NORTHERLY RIGHT OF WAY LINE OF LOWER BUCKEYE ROAD WITH THE EXISTING WESTERLY RIGHT OF WAY LINE OF 59TH AVENUE;

THENCE ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE OF LOWER BUCKEYE ROAD NORTH 88°40'28" WEST 100.03 FEET;

THENCE CONTINUING ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE NORTH 00°04'18" WEST 33.51 FEET;

THENCE CONTINUING ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE NORTH 88°40'28" WEST 103.90 FEET;

THENCE CONTINUING ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE NORTH 76°00'25" WEST 118.56 FEET;

THENCE CONTINUING ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE NORTH 88°40'28" WEST 169.49 FEET TO THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 202L (SOUTH MOUNTAIN FREEWAY);

THENCE ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 202L NORTH 16°00'43" EAST 399.68 FEET;

THENCE CONTINUING ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE NORTH 17°01'23" EAST 500.10 FEET;

THENCE CONTINUING ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE NORTH 17°16'47" EAST 399.69 FEET;

THENCE CONTINUING ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE NORTH 17°44'31" EAST 292.19 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF SAID 59TH AVENUE;

THENCE NORTH 89°55'42" EAST 55.00 FEET TO THE POINT OF ENDING ON SAID EAST LINE OF SECTION 18, BEING SOUTH 00°04'18" EAST 1010.54 FEET FROM SAID EAST QUARTER CORNER OF SECTION 18.

EXCEPTING THEREFROM THE SOUTH 83.00 FEET OF THE EAST 83.00 FEET OF THE SOUTHEAST QUARTER (SE¼) OF SAID SECTION 18;

ALSO EXCEPTING THEREFROM THAT PORTION OF THE SOUTHEAST QUARTER (SE¼) OF SAID SECTION 18 DESCRIBED AS FOLLOWS:

COMMENCING AT A 2005 3 INCH MARICOPA COUNTY BRASS CAP IN HANDHOLE STAMPED "LS 31610" MARKING THE SOUTHEAST CORNER OF SAID SECTION 18, FROM WHICH A 3 INCH CITY OF PHOENIX BRASS CAP IN HANDHOLE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 18 BEARS NORTH 88°40'28" WEST 2693.67 FEET;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, NORTH 88°40'28" WEST 83.02 FEET;

THENCE NORTH 00°04'18" WEST 33.01 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF THE SOUTH 33 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 18;

THENCE ALONG SAID NORTH LINE OF THE SOUTH 33 FEET NORTH 88°40'28" WEST 50.01 FEET;

THENCE NORTH 00°04'18" WEST 150.04 FEET;

THENCE SOUTH 88°40'28" EAST 100.03 FEET;

THENCE SOUTH 00°04'18" EAST 100.03 FEET TO THE NORTH LINE OF THE SOUTH 83 FEET OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE OF THE SOUTH 83 FEET, NORTH 88°40'28" WEST 50.01 FEET TO THE WEST LINE OF THE EAST 83 FEET OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID WEST LINE, SOUTH 00°04'18" EAST 50.01 FEET TO THE POINT OF BEGINNING.

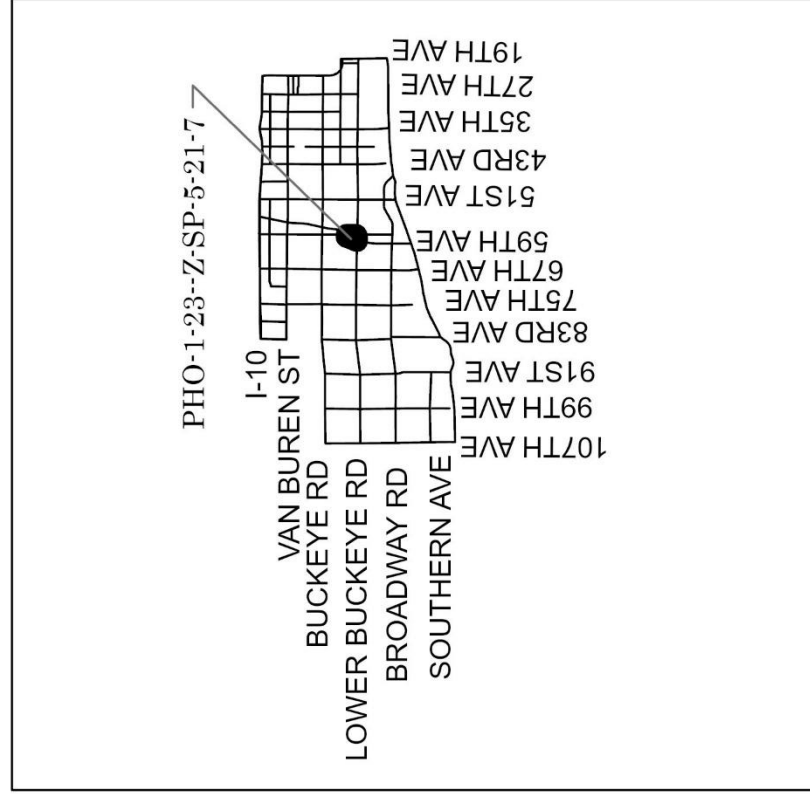
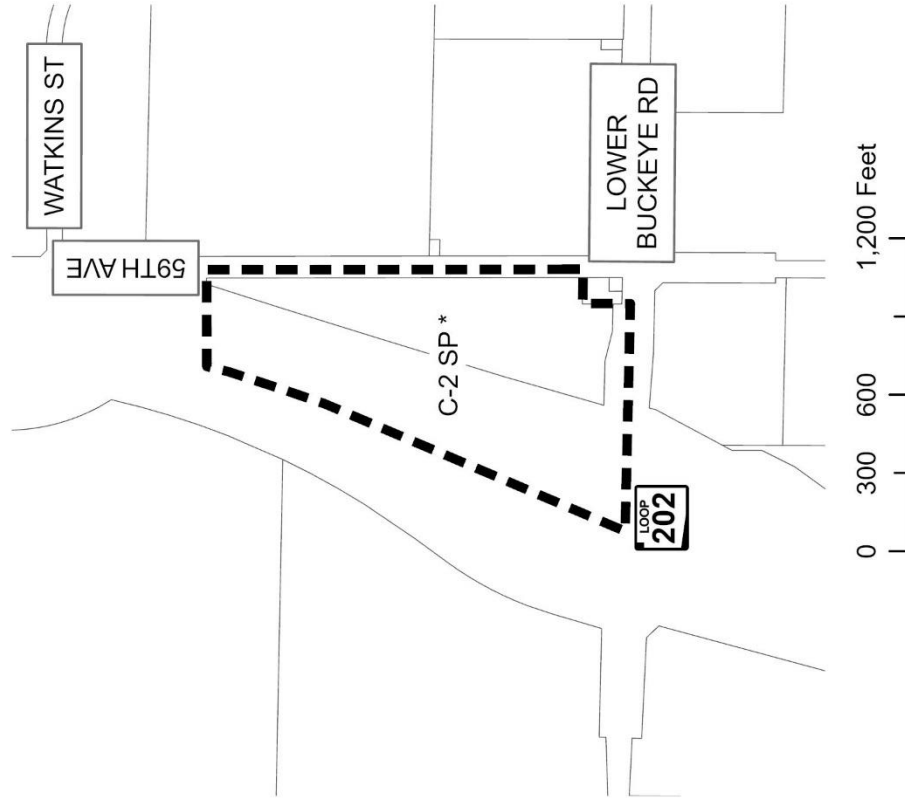
AND EXCEPT ALL MINERALS, COAL, CARBONS, HYDROCARBONS, OIL, GAS, CHEMICAL ELEMENTS AND COMPOUNDS, WHETHER IN SOLID, LIQUID OR GASEOUS FORM, AND ALL STEAM AND OTHER FORMS OF THERMAL ENERGY ON, IN OR UNDER SAID LAND AS RESERVED IN DEED RECORDED IN 2001-1105056, OFFICIAL RECORDS.

# ORDINANCE LOCATION MAP

EXHIBIT B

ZONING SUBJECT TO STIPULATIONS: \*  
SUBJECT AREA: - - - - -

Zoning Case Number: PHO-1-23--Z-SP-5-21-7  
Zoning Overlay: N/A  
Planning Village: Estrella



NOT TO SCALE



Drawn Date: 11/17/2023



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Agenda Date: 12/13/2023, Item No. 58

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**Remove/Replace Zoning District - 35th Avenue and Carter Road - Annexation 528 - Southwest Corner of 35th Avenue and the Carter Road Alignment (Ordinance G-7206)**

Request to authorize the City Manager, or his designee, to amend the Phoenix Zoning Ordinance, Section 601, the Zoning Map of the City of Phoenix, by removing the Maricopa County RU-43 zoning district and replacing it with the City of Phoenix S-1 zoning district on property at the location described below, which was annexed into the City of Phoenix on Nov. 1, 2023, by Ordinance S-50312.

**Location**

Southwest corner of 35th Avenue and the Carter Road alignment  
Council District: 7

**Responsible Department**

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

## ATTACHMENT A

**THIS IS A DRAFT COPY ONLY AND IS NOT AN OFFICIAL COPY OF THE FINAL,  
ADOPTED ORDINANCE**

### ORDINANCE G-

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PHOENIX, ARIZONA, PART II, CHAPTER 41, THE ZONING ORDINANCE OF THE CITY OF PHOENIX, BY AMENDING SECTION 601, THE ZONING MAP OF THE CITY OF PHOENIX, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FOR THE ANNEXED PARCEL DESCRIBED HEREIN (35TH AVENUE AND CARTER ROAD ANNEXATION, NO. 528) FROM COUNTY RU-43 TO CITY'S S-1 (RANCH OR FARM RESIDENCE).

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WHEREAS, on November 1, 2023, via Ordinance S-50312, the City of Phoenix annexed an approximately 4.93-acre property located at the southwest corner of 35th Avenue and the Carter Road alignment, in a portion of Section 34, Township 1 North, Range 2 East, as described more specifically in "Exhibit A" and incorporated herein by this reference; and,

WHEREAS, as required by A.R.S. § 9-471.L, the City of Phoenix is required to adopt zoning districts on the subject parcel to permit uses and densities no greater than those allowed by the prior County zoning district; and,

WHEREAS, immediately prior to annexation the zoning applicable to this territory was Maricopa County's RU-43 zoning district; and

WHEREAS, the City's S-1 (Ranch or Farm Residence) zoning district is equivalent to Maricopa County's RU-43 zoning district;

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

SECTION 1. The approximately 4.93-acre property located at the southwest corner of 35th Avenue and the Carter Road alignment, in a portion of Section 34, Township 1 North, Range 2 East, which is described in “Exhibit A” and depicted in “Exhibit B” has been annexed to the City of Phoenix, and the present corporate limits of the City have been extended and increased to include such property.

SECTION 2. Pursuant to A.R.S. §9-471(L), the property depicted in Exhibit B is hereby removed from Maricopa County's RU-43 zoning district and placed into the City's S-1 (Ranch or Farm Residence) zoning district. This zoning designation shall take effect thirty days after this Ordinance is adopted, without further action by the City Council, and

SECTION 3. The City Clerk shall cause a copy of this Ordinance, together with “Exhibit A” and “Exhibit B” to be filed and recorded in the Records of the Office of the Maricopa County Recorder, and

SECTION 4. The Planning and Development Director is instructed to modify The Zoning Map of the City of Phoenix to reflect this use district classification change as shown in “Exhibit B.”

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

PASSED by the Council of the City of Phoenix this 13th day of December, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
Denise Archibald, City Clerk

APPROVED AS TO FORM:  
Julie M. Kriegh, City Attorney

By:  
\_\_\_\_\_  
\_\_\_\_\_

REVIEWED BY:

\_\_\_\_\_  
Jeffrey Barton, City Manager

Exhibits:

A – Legal Description (1 Page)

B – Ordinance Location Map (1 Page)

35TH AVENUE AND CARTER ROAD ANNEXATION  
Legal Description  
Exhibit A

That part of the Southeast quarter of Section 34, Township 1 North, Range 2 East, G&SRB&M, Maricopa County, Arizona, described as follows:

PART NO. 1:

The East half of the following described property:

The South half of the Northeast quarter of the Southeast quarter of said Section 34;

EXCEPT the North 330 feet thereof; and

EXCEPT the East 55 feet thereof;

EXCEPTING from said East half of the above described property any part lying within the East 55 feet of the Northeast quarter of the Southeast quarter of said Section 34, said West 55 feet also being part of the area Annexed by City of Phoenix Ordinance No. S-40000, recorded at Document No. 2013-0572248, official records of Maricopa County, Arizona.

PART NO. 2:

The East half of the following described property:

The North half of the Southeast quarter of the Southeast quarter of said Section 34;

EXCEPT the East 33 feet thereof; and

EXCEPT any part lying Southerly of a line from a point in the West line of said Southeast quarter of the Southeast quarter lying 38.5 feet Southerly from the Northwest corner thereof, to a point in the West line of the East 33 feet of said Southeast quarter of the Southeast quarter lying 24.5 feet from the North line thereof as measured along said West line of the East 33 feet;

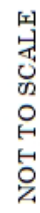
EXCEPTING from said East half of the above described property, any part thereof lying within the East 55 feet of said Southeast quarter of the Southeast quarter of Section 34, said West 55 feet also being part of the area Annexed by City of Phoenix Ordinance No. S-40000, recorded at Document No. 2013-0572248, official records of Maricopa County, Arizona.

Area = 4.9312 Acres

Area = 0.00770 Sq. Miles

**EXHIBIT B**

Annexation Case: 35th Ave & Carter Rd / Annexation 528  
Zoning Overlay: N/A  
Planning Village: Laveen



Drawn Date: 11/17/2023

\\one\pdd\Shared\Department Share\Information Systems\PLGIS\US\_Team\Core\_Functions\Zoning\SuppMaps\_Ord Maps\2023 Ord\12-13-23Equivalency\_Zoning\_Map\_ANX528.mxd



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Agenda Date: 12/13/2023, Item No. \*59

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**\*\*\*REQUEST TO ADD-ON (SEE ATTACHED MEMO)\*\*\* Final Plat - South Mountain Promenade - PLAT 220067 - Northwest Corner of Baseline Road and 27th Street**

Plat: 220067

Project: 22-675

Name of Plat: South Mountain Promenade

Owner: Baseline 25, LLC and LCG2MF Baseline Apartments, LLC

Engineer: Jay Vanlandschoot, RLS

Request: A Six-Lot Commercial Plat

Reviewed by Staff: Dec. 8, 2023

Final Plat requires Formal Action Only

**Summary**

Staff requests that the above plat be approved by the City Council and certified by the City Clerk. Recording of the plat dedicates the streets and easements as shown to the public. The plat needs to record concurrently with Abandonments 220035 and 230020. The sequence of recording is that the resolution of abandonment is recorded first, and the plat second.

**Location**

Generally located at the northwest corner of Baseline Road and 27th Street

Council District: 8

**Responsible Department**

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



## City of Phoenix

PLANNING AND DEVELOPMENT DEPARTMENT

**To:** Alan Stephenson  
Deputy City Manager

**Date:** December 8, 2023

**From:** Joshua Bednarek *JB*  
Planning and Development Director

**Subject:** ITEM59 - REQUEST FOR ADD-ON TO THE DECEMBER 13, 2023 CITY COUNCIL FORMAL AGENDA TO ADD FINAL PLAT - SOUTH MOUNTAIN PROMENADE - PLAT 220067 - NORTHWEST CORNER OF BASELINE RD AND 27TH AVE

This memo requests an add-on to the December 13, 2023, Formal Agenda under Planning and Zoning Matters for City Council to approve Final Plat - South Mountain Promenade - PLAT 220067 - Northwest corner of Baseline Road and 27th Avenue.

The request for the add-on is to have the plat on the same agenda as abandonment(s) 220035 and 230020. Approval of the plat and abandonments together will allow staff to finalize site and civil reviews.

Approved: *Alan Stephenson* *12/8/23*  
Alan Stephenson, Deputy City Manager Date