

## Proposals submitted for December 5 Formal Meeting



Monday, December 3, 2018

Ed Zuercher  
City Manager  
City of Phoenix  
135 North Second Avenue  
Phoenix, AZ 85003

Dear Ed,

In accordance with Article 6, Section 6-5 of the Memorandum of Understanding (MOU) between the City of Phoenix and Laborers' International Union of North America Local 777, this letter will notify you of the union's request to negotiate a new MOU from 2019-2022.

As detailed in the Meet and Confer Ordinance, our proposed changes to the current MOU are attached, and a copy will be filed with the City Clerk as well.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Grondahl".

Jennifer J. Grondahl  
Recording Secretary  
Organizing & Field Services Coordinator

**Riverside Office**  
4000 10th Street  
Riverside, California 92501  
**T** 951-682-4590  
**F** 951-682-4592

**Los Angeles Office**  
614 Shatto Place  
Los Angeles, California 90020  
**T** 213-380-6678  
**F** 213-380-6685

**Phoenix Office**  
112 North 5th Avenue, Suite 1  
Phoenix, Arizona 85003  
**T** 602-253-3310  
**F** 602-340-1610

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## 2019 Negotiations – LIUNA/Unit 1

<b>PROPOSAL</b>	1U	Tentative Agreement Item Number	
<b>CURRENT</b> Article, Section, Sub-section & page	2-6	<b>NEW</b> Article, Section, Sub-section, & page	2-6

### **CURRENT LANGUAGE:**

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

##### A. Gardener Apprenticeship Project

During the term of this MOU, the Union and the City shall establish a Joint Pilot Apprentice Program 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 five (5) person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of two (2) Union representatives, two (2) City of Phoenix Parks and Recreation Department representatives, and one (1) jointly agreed to representative with appropriate academic, educational, or occupational expertise.

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

During the term of this MOU, the Union and the City shall establish a Joint Pilot Apprentice Program 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 five (5) person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of two (2) Union representatives, two (2) City of Phoenix Public Works Department representatives, and one (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.

## 2019 Negotiations – LIUNA/Unit 1

<b>NEW LANGUAGE or CHANGE:</b>
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## Section 2-6. Laborers' Apprenticeship Projects

### A. Gardener Apprenticeship Project

During the term of this MOU, the Union and the City shall establish a Joint **Pilot** Apprentice Program 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 five (5) person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of two (2) Union representatives, two (2) City of Phoenix Parks and Recreation Department representatives, and one (1) jointly agreed to representative with appropriate academic, educational, or occupational expertise.

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.

### C. SWEO Apprenticeship Project

During the term of this MOU, the Union and the City shall establish a Joint **Pilot** Apprentice Program 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 five (5) person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of two (2) Union representatives, two (2) City of Phoenix Public Works Department representatives, and one (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.

### D. Cement Finisher Apprenticeship Project

During the term of this MOU, the Union and the City shall establish a Joint **Pilot** Apprentice Program for the Cement Finisher classification in the City of Phoenix, entitled "Phoenix Cement Finisher Apprenticeship Program".

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

## 2019 Negotiations – LIUNA/Unit 1

The Phoenix Cement Finisher 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 Cement Finisher Apprenticeship Program.

### **E. Street Maintenance Worker I Apprenticeship Project**

During the term of this MOU, the Union and the City shall establish a Joint Pilot Apprentice Program 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 five (5) person Joint Apprenticeship Committee (Committee). The Committee shall be comprised of two (2) Union representatives, two (2) City of Phoenix Streets Department representatives, and one (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.

### **Intent or problem to be resolved:**

Makes both the gardener and SWEO apprenticeship programs permanent.

This apprenticeship program would be a public / private partnership between the City of Phoenix, the Department of Apprenticeship Standards of the State of Arizona, Phoenix City Council and Laborers' International Union of North America Local 777. It is a State of California certified program through the Department of Industrial Relations' Division of Apprenticeship Standards.

Successful participants will complete no less than 2,080 hours of supervised on-the-job training in the field in addition to successful certification of a Commercial Drivers License. All courses and instruction are provided by the City of Phoenix.

Candidates for this apprenticeship must possess a superior work ethic, the desire to work with and for the public at large, the ability to follow directives and complete assigned tasks, a professional appearance, attention to detail and the ability to work alone and in groups. Their focus should be towards enhancing the safety of Phoenix roadways and improving the ride comfort of the road surface provides a benefit to the traveling public.

## 2019 Negotiations – LIUNA/Unit 1

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<b>Example(s) of how new language/change will be applied (perhaps as opposed to previous language):</b>
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Adding two classifications to our current apprenticeship programs: cement finisher & street maintenance worker I
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**Tentative Agreement:**

\_\_\_\_\_  
Employee Union Chief Spokesperson

\_\_\_\_\_  
City Chief Spokesperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

## 2019 Negotiations – LIUNA/Unit 1

<b>P R O P O S A L</b>	2U	Tentative Agreement Item Number	
<b>C U R R E N T</b> Article, Section, Sub-section & page	1-4 K	<b>N E W</b> Article, Section, Sub-section, & page	1-4 K

### **CURRENT LANGUAGE:**

#### **A. Departmental Policies**

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

### **NEW LANGUAGE or CHANGE:**

#### **B. Departmental Policies**

The City will notify employees and Unit I of new or revised written City or Departmental policies affecting unit employees ~~as soon after release as possible~~ **at least 10 working days before release**. The City shall post on their bulletin boards any new policies and/or revisions in City or written department policies and procedures affecting Unit I employees. Notice shall remain posted for no less than twenty-one (21) working days. Review of policy and procedure revisions shall be included in employee group meetings when appropriate and practical to do so.

### **Intent or problem to be resolved:**

Department policies have been revised and the Union has had little to no knowledge of the changes prior to Unit One employees.

### **Example(s) of how new language/change will be applied (perhaps as opposed to previous language):**

Departments shall send all new and/or revised policies to the Union at least 10 working days before notifying employees.

### **Tentative Agreement:**

\_\_\_\_\_  
Employee Union Chief Spokesperson

\_\_\_\_\_  
City Chief Spokesperson

2019 Negotiations – LIUNA/Unit 1

\_\_\_\_\_

Date

\_\_\_\_\_

Time



## 2019 Negotiations – LIUNA/Unit 1

<b>PROPOSAL</b>	<b>3U</b>	Tentative Agreement Item Number	
<b>CURRENT</b> Article, Section, Sub-section & page	<b>3-1</b>	<b>NEW</b> Article, Section, Sub-section, & page	<b>3-1</b>

<b>CURRENT LANGUAGE:</b>
<p>Section 3-1. Wages</p> <p>A. In year one of the agreement, the economic value of total compensation concessions to be restored will equal 1.9%. The first year of the agreement will include a 2.26% wage increase from the current wage, which is a partial restoration of the tiered wage concession. Also effective the first year of the agreement, employees on a 4/10 work schedule will not be required to submit two (2) hours of leave for remaining holidays.</p> <p>B. In year two of the agreement, the economic value of total compensation concessions to be restored will equal 1.0%. The second year of the agreement will include a 0.71% increase from the 2016-17 wage, which completes the restoration of the tiered wage concession; and, an additional wage increase of 0.49% from 2016-17 wages.</p> <p>C. In year three of the agreement, the economic value of total compensation concessions to be restored will equal 1.3%. The third year of the agreement will include a wage increase of 1.56%.</p> <p>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.</p> <p>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.</p> <p>F. 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.</p> <p>G. 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.</p> <p>H. 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.</p>

<b>NEW LANGUAGE or CHANGE:</b>
Section 3-1. Wages

## 2019 Negotiations – LIUNA/Unit 1

~~A. In year one of the agreement, the economic value of total compensation concessions to be restored will equal 1.9%. The first year of the agreement will include a 2.26% wage increase from the current wage, which is a partial restoration of the tiered wage concession. Also effective the first year of the agreement, employees on a 4/10 work schedule will not be required to submit two (2) hours of leave for remaining holidays.~~

**In year one of the agreement, all Unit One employees shall receive a four percent (4%) cost-of-living wage increase, 16 hours of additional vacation time added to their vacation banks, an additional step at the rate of four percent (4%) shall be added to the top of each Unit One job classification and a \$2,000.00 one-time cash bonus.**

~~B. In year two of the agreement, the economic value of total compensation concessions to be restored will equal 1.0%. The second year of the agreement will include a 0.71% increase from the 2016-17 wage, which completes the restoration of the tiered wage concession; and, an additional wage increase of 0.49% from 2016-17 wages.~~

**In year two of the agreement, all Unit One employees shall receive a four percent (4%) cost-of-living wage increase and 16 hours of additional vacation time added to their vacation banks.**

~~C. In year three of the agreement, the economic value of total compensation concessions to be restored will equal 1.3%. The third year of the agreement will include a wage increase of 1.56%.~~

**In year three of the agreement, all Unit One employees shall receive a four percent (4%) cost-of-living wage increase, 16 hours of additional vacation time added to their vacation banks and a \$1,000.00 one-time cash bonus.**

D. If the City projects a General Fund surplus for Fiscal Year ~~2018-2019~~ **2019-2020** in the five-year forecast that is presented to City Council in February 2018, the parties will Meet and Confer in February ~~2018~~. **2020**.

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. 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.

G. 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.

H. 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.

## 2019 Negotiations – LIUNA/Unit 1

- I. In the first year of this Agreement, a review of pay equity and market comparison will be conducted to identify pay inequities. The goal of this review is to assist the City, during the budget cycle, in determining if pay adjustments are necessary to address unjustified gaps in pay or issues relating to misalignment with market-based compensation levels, salary compression, or salary inversion for similarly situated employees, or gaps that may impact recruitment or retention. In year two of this Agreement, all Unit One job classifications shall be monetarily placed in the upper quartile of the above-mentioned pay equity and market comparison.**
- J. By the end of this Agreement, all Unit One employees shall make a minimum of fifteen dollars (\$15.00) per hour.**

### **Intent or problem to be resolved:**

Unit One employees have not received a cost-of-living wage increase in a decade. Per the Consumer Price Index (CPI) for the Phoenix-Scottsdale-Mesa region has been a total of 9.8%. This means, while the price of housing, food, gasoline and other critical necessities has risen, the salary of Unit One employees has not.

In fact, Unit One employees willingly reduced their wages for much of the past decade to help the City balance their budget. This has resulted in many Unit One employees seeking outside employment to make ends meet. At no time should a City employee have to seek a second job to provide for themselves or their family. Yet, this has been the case for many Unit One employees over the past decade.

Adding an additional salary step shall ensure a broader range of salaries available to aid in hiring new employees and to provide incentives to staff whom have not received a cost-of-living adjustment in a decade.

In addition, some Unit One employees are amongst the lowest paid in the City of Phoenix. As an example, the starting salary in both the Parks Department and Streets Departments is \$13.62/hour for a groundskeeper and \$14.83/hour for a street maintenance worker I. Both of these classifications require employees to work outside in both excessive heat and inclement weather. Recruitment for these classifications has been a struggle, and retention has been most difficult in the Streets Department.

Salary discrepancies remain one of Unit One's biggest obstacles in attracting qualified staff. When the City does receive resumes from attractive candidates, the City is often unable to convince them to accept and/or stay due to low salaries. This requires Human Resources recruiting committees to work countless hours screening, interviewing, and then marketing the positions only to be turned down due to the salaries – which is even more of a negative cost to the City.

New employees have left the City to work at either Target because they receive higher wages there than at the City. That is outrageous!

In addition, the minimum wage shall be \$12.00/hour in 2020 in Arizona. At this time, groundskeepers hired for the City make only \$1.62/hour above minimum wage. These are full-time jobs that require manual labor in excessive heat and inclement weather. Yet, they are barely paid 10% above minimum wage. Providing \$15.00/hour would result in a livable wage for new employees – and it would also ensure the City retains new employees. Again, this would also save Human Resources recruiting committees' time, which in turn does negatively affect the City's budget when new employees leave, and they must re-recruit for the same positions.

## 2019 Negotiations – LIUNA/Unit 1

**Example(s) of how new language/change will be applied  
(perhaps as opposed to previous language):**

Higher wages, additional vacation hours and one-time cash bonuses.

### **Tentative Agreement:**

\_\_\_\_\_  
Employee Union Chief Spokesperson

\_\_\_\_\_  
City Chief Spokesperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

## 2019 Negotiations – LIUNA/Unit 1

<b>P R O P O S A L</b>	<b>4U</b>	Tentative Agreement Item Number	
<b>C U R R E N T</b> Article, Section, Sub-section & page	<b>3-5 A</b>	<b>N E W</b> Article, Section, Sub-section, & page	<b>3-5 A</b>

### **CURRENT LANGUAGE:**

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

A unit employee shall receive forty-five cents (\$0.45) per hour added 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.

### **NEW LANGUAGE or CHANGE:**

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

A unit employee shall receive ~~forty five cents (\$0.45)~~ **seventy-five cents (\$0.75)** per hour added 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.

### **Intent or problem to be resolved:**

The weekend differential pay has not been increased in well over a decade.

## 2019 Negotiations – LIUNA/Unit 1

**Example(s) of how new language/change will be applied  
(perhaps as opposed to previous language):**

Increase weekend differential pay.

### **Tentative Agreement:**

\_\_\_\_\_  
Employee Union Chief Spokesperson

\_\_\_\_\_  
City Chief Spokesperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

## 2019 Negotiations – LIUNA/Unit 1

<b>P R O P O S A L</b>	<b>5U</b>	Tentative Agreement Item Number	
<b>C U R R E N T</b> Article, Section, Sub-section & page	<b>3-6</b>	<b>N E W</b> Article, Section, Sub-section, & page	<b>3-6</b>

### **CURRENT LANGUAGE:**

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

When a unit member 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 remained available at three dollars and twenty-five cents (\$3.25) per hour. Unit members serving in stand-by assignments shall be subject to contact requirements as provided for by the Department Head.

### **NEW LANGUAGE or CHANGE:**

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

When a unit member 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 remained available at ~~three dollars and twenty-five cents (\$3.25)~~ **five dollars (\$5.00)** per hour. Unit members serving in stand-by assignments shall be subject to contact requirements as provided for by the Department Head.

### **Intent or problem to be resolved:**

The stand by differential pay has not been increased in well over a decade.

### **Example(s) of how new language/change will be applied (perhaps as opposed to previous language):**

Increase stand by differential pay.

### **Tentative Agreement:**

\_\_\_\_\_  
Employee Union Chief Spokesperson

\_\_\_\_\_  
City Chief Spokesperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

## 2019 Negotiations – LIUNA/Unit 1

<b>P R O P O S A L</b>	<b>6U</b>	Tentative Agreement Item Number	
<b>C U R R E N T</b> Article, Section, Sub-section & page	<b>3-9</b>	<b>N E W</b> Article, Section, Sub-section, & page	<b>3-9</b>

### **CURRENT LANGUAGE:**

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

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

### **NEW LANGUAGE or CHANGE:**

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

The current percentage of base pay for deferred compensation is ~~.45%~~ **2.0%**.

### **Intent or problem to be resolved:**

Deferred compensation has been willingly reduced over the past decade to help the City balance their budget during the Great Recession. This has meant Unit One employee have no longer been contributing nearly as much money into their deferred compensation accounts. Many employees use their deferred compensation accounts at retirement to pay their health insurance premiums until they are eligible for Medicare, help family members with college expenses, mortgage payoffs and other financial burdens at retirement.

### **Example(s) of how new language/change will be applied (perhaps as opposed to previous language):**

Increase deferred compensation contributions.

### **Tentative Agreement:**

\_\_\_\_\_  
Employee Union Chief Spokesperson

\_\_\_\_\_  
City Chief Spokesperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time



## 2019 Negotiations – LIUNA/Unit 1

<b>P R O P O S A L</b>	7U	Tentative Agreement Item Number	
<b>C U R R E N T</b> Article, Section, Sub-section & page	n/a	<b>N E W</b> Article, Section, Sub-section, & page	<b>NEW</b>

<b>CURRENT LANGUAGE:</b>
None

<b>NEW LANGUAGE or CHANGE:</b>
<p><b>Fairness Agreement</b></p> <p>It is agreed that LIUNA members shall receive the same across the board wage and benefit increases that all other bargaining units and unrepresented employees receive during the term of the MOU. It is understood and agreed that this provision also applies to the restoration of any previously negotiated entitlements including wages, flexible benefits, 401© contributions, step (merit) increases or any other term and/or condition of employment that had been deferred, imposed or negotiated in prior or future MOUs.</p>

<b>Intent or problem to be resolved:</b>
Past practice in the City of Phoenix has been to enforce a Fairness Agreement, sometimes referred to as a Favored Nations clause, to all bargaining units as applied to all monetary proposals.

<b>Example(s) of how new language/change will be applied (perhaps as opposed to previous language):</b>
Ensure fairness.

**Tentative Agreement:**

\_\_\_\_\_  
Employee Union Chief Spokesperson

\_\_\_\_\_  
City Chief Spokesperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

## 2019 Negotiations – LIUNA/Unit 1

<b>P R O P O S A L</b>	8U	Tentative Agreement Item Number	
<b>C U R R E N T</b> Article, Section, Sub-section & page	n/a	<b>N E W</b> Article, Section, Sub-section, & page	<b>NEW</b>

<b>CURRENT LANGUAGE:</b>
None

<b>NEW LANGUAGE or CHANGE:</b>
CHANGE: reformat and/or reorganize the entire Agreement so that it is in a logical order, and subjects are easily found.

<b>Intent or problem to be resolved:</b>
The current Agreement is not well organized by subject matter, not well labeled and thus it takes an incredible amount of time to find each subject.

<b>Example(s) of how new language/change will be applied (perhaps as opposed to previous language):</b>
Unit One will gladly reorganize the Agreement

### Tentative Agreement:

\_\_\_\_\_  
Employee Union Chief Spokesperson

\_\_\_\_\_  
City Chief Spokesperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

## 2019 Negotiations – LIUNA/Unit 1

<b>PROPOSAL</b>	9U	Tentative Agreement Item Number	
<b>CURRENT</b> Article, Section, Sub-section & page	<b>6-5</b>	<b>NEW</b> Article, Section, Sub-section, & page	<b>6-5</b>

### **CURRENT LANGUAGE:**

Section 6-5. Term and Effect of MOU

- A. This MOU shall remain in full force and effect commencing with the beginning of the first regular pay period in July 2016, up to the beginning of the first regular pay period commencing in July 2019. 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, 2018, LIUNA 777 shall submit its proposed memorandum of understanding for the next contract period.

### **NEW LANGUAGE or CHANGE:**

Section 6-5. Term and Effect of MOU

- B. This MOU shall remain in full force and effect commencing with the beginning of the first regular pay period in July ~~2016~~ **2019**, up to the beginning of the first regular pay period commencing in July ~~2019~~ **2022**. 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, ~~2018~~ **2021**, LIUNA 777 shall submit its proposed memorandum of understanding for the next contract period.

### **Intent or problem to be resolved:**

### **Example(s) of how new language/change will be applied (perhaps as opposed to previous language):**

### **Tentative Agreement:**

\_\_\_\_\_  
Employee Union Chief Spokesperson

\_\_\_\_\_  
City Chief Spokesperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

## 2019 Negotiations – LIUNA/Unit 1

<b>PROPOSAL</b>	10U	Tentative Agreement Item Number	
<b>CURRENT</b> Article, Section, Sub-section & page	<b>1-4 C</b>	<b>NEW</b> Article, Section, Sub-section, & page	<b>1-4 C</b>

### **CURRENT LANGUAGE:**

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

Unit members have the right to be represented by the Union and the Union reserves the right to provide protection to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during the conduct of a management initiated investigatory interview concerning allegations focused on the employee which may result in disciplinary action against the employee for violation of City or departmental work rules or regulations.

An interview becomes investigatory when facts or evidence sought by management may result in any disciplinary action against the employee being interviewed.

Prior to the employee being interviewed, a supervisor shall advise the employee of the right to a representative. When discipline is issued, and the incident is discussed with the employee, the employee shall be advised of their right to representation.

If any unit member is instructed not to speak to anyone regarding an investigation, this restriction does not apply to speaking to the Union representative. 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 impede the progress of the interview.

A unit member under investigation that may lead to a written reprimand, suspension, demotion or discharge and who is interviewed, will be given a written statement informing them of the nature of the allegations. The Notice of Inquiry (NOI) shall be used. The employee has the right to know if their accuser is a City employee or citizen/customer.

Prior to giving the member the above written statement, the supervisor shall also tell the member they have the right to a Union representative. The written statement shall also notify the member that they have the right to have a Union representative attend the investigation meeting. 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. The written statement shall state that the member normally has 72 hours (excluding N days) to respond to the Notice of Inquiry. By mutual agreement, if there are extenuating circumstances, the 72 hours may be extended. The member or representative may ask for a caucus during the meeting. During the interview, the interviewer shall instruct the employee and the union representative that the intent of the interview is for the employee to provide their own account of the matter under investigation during questioning. The interviewer may not prohibit the Union representative from engaging in representation, including assisting and consulting with the employee. The member shall be allowed to seek advice and counsel from their representative during the caucus and prior to, during and after the interview. Prior to the conclusion of the meeting, the member, or representative on behalf of the member, shall have the opportunity to make a closing statement. Supervisors shall tell the members they normally have 72 hours (excluding N days) to respond after receipt of the Notice of Inquiry.

If personally requested by a witness, a Union representative may meet with the witness prior to the

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witness meeting with the City.

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

A unit member under investigation will be notified in writing every three (3) months as to the current status of the investigation. Every thirty days, a unit member under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include the number of known witnesses still to be interviewed and an estimated date the investigation will be completed.

### **NEW LANGUAGE or CHANGE:**

B. Disciplinary Investigations / NOI Representation

#### **Investigatory Interviews**

Unit members have the right to be represented by the Union and the Union reserves the right to provide protection to its members in dealings with the City concerning grievances, and matters pertaining to their individual employment rights and obligations, and during the conduct of a management initiated investigatory interview concerning allegations focused on the employee which may result in disciplinary action against the employee for violation of City or departmental work rules or regulations.

**All investigatory interviews shall follow these elements:**

- 1. Conducted by an impartial investigator;**
- 2. Prompt and thorough;**
- 3. Designed to ensure that all witnesses are interviewed, all relevant documents are gathered and reviewed, and all relevant facts are uncovered;**
- 4. Investigation process is well documented;**
- 5. Investigation findings are well-reasoned, based on appropriate standards, are supported by evidence and appropriate credibility determinations, and provide basis for City decision-maker to draw reasonable conclusions and take appropriate action;**
- 6. Confidentiality and privacy rights are protected to the extent possible;**
- 7. Results of the investigation are communicated to the Complainant and Respondent in an appropriate manner;**
- 8. Appropriate action is taken to end the inappropriate conduct, if applicable; and**
- 9. Process improvements and training opportunities that are identified by investigator are shared with proper officials and action taken to rectify process or other shortcomings.**

An interview becomes investigatory when facts or evidence sought by management may result in any disciplinary action against the employee being interviewed.

Prior to the employee being interviewed, a supervisor shall advise the employee of the right to a representative **and shall be read the following:**

***"You have been asked to provide information as part of a City investigation. Failure to fully cooperate in a City investigation may subject you to disciplinary action. Please be advised that in order to protect your Fifth Amendment right against self incrimination in a criminal proceeding, any information you provide as part of this investigation cannot be used against you in any subsequent criminal proceeding."***

Once the employee has been issued all admonitions and a Direct Order to speak, all employees are expected to give prompt, accurate answers to any and all questions concerning matters of official interest put to her/him by the City. ~~When discipline is issued, and the incident is discussed~~

## 2019 Negotiations – LIUNA/Unit 1

~~with the employee, the employee shall be advised of their right to representation.~~

If any unit member is instructed not to speak to anyone regarding an investigation, this restriction does not apply to speaking to the Union representative. 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 impede the progress of the interview.

A unit member under investigation that may lead to a written reprimand, suspension, demotion or discharge and who is interviewed, will be given a written statement informing them of the nature of the allegations. ~~The Notice of Inquiry (NOI) shall be used.~~ **An investigatory interview shall be the preferred method of fact finding. A written statement from the employee, known as a Notice of Inquiry, shall be used only if there are extenuating circumstances and an investigatory interview is not possible.** The employee has the right to know if their accuser is a City employee or citizen/customer.

Prior to giving the member the above written statement **of the nature of the allegations**, the supervisor shall also tell the member they have the right to a Union representative. The written statement shall also notify the member that they have the right to have a Union representative attend the investigation meeting. **The member shall have a minimum of seventy-two (72) hours to arrange to have a Union Representative present at all investigatory interviews where the employee is either the subject of the interview or a witness to alleged misconduct.** 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. **If the Notice of Inquiry format is utilized**, the written statement shall state that the member normally has 72 hours (excluding N days) to respond to the Notice of Inquiry. By mutual agreement, if there are extenuating circumstances, the 72 hours may be extended. The member or Union Representative may ask for a caucus during the meeting. During the interview, the interviewer shall instruct the employee and the union representative that the intent of the interview is for the employee to provide their own account of the matter under investigation during questioning. The interviewer may not prohibit the Union Representative from engaging in representation, including assisting and consulting with the employee. The member shall be allowed to seek advice and counsel from their representative during the caucus and prior to, during and after the interview. Prior to the conclusion of the meeting, the member, or representative on behalf of the member, shall have the opportunity to make a closing statement. Supervisors shall tell the members they normally have 72 hours (excluding N days) to respond after receipt of the Notice of Inquiry.

If personally requested by a witness, a Union representative may meet with the witness prior to the witness meeting with the City.

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

A unit member under investigation will be notified in writing every three (3) months as to the current status of the investigation. Every thirty days, a unit member under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing. This will include the number of known witnesses still to be interviewed and an estimated date the investigation will be completed.

### Notice of Proposed Disciplinary Action

**Before an employee is issued a Notice of Discipline, which may result in the loss of property (suspension, demotion, reduction in pay or termination) he/she will be issued a Notice of Intent to Discipline. The notice will include all of the following:**

- **Notice of the proposed action and the expected effective date(s);**

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- A clear and concise statement of the specific grounds for the proposed discipline and the facts supporting those grounds;
- All documents upon which the City relied upon to support the proposed discipline;
- Notice of the right to respond either orally or in writing (at the employee's choice) prior to the effective date of the discipline; and
- After considering the response or if the time to respond has elapsed without the employee responding, written notice that the disciplinary action will be implemented shall be served on the employee on or before the effective date of the action and shall include:
  - 1) A statement informing the employee of the disciplinary action(s) taken, the effective date(s) of the action(s), and that the action is being taken for the acts specified in the letter of intent; and
  - 2) A statement informing the employee of the right to appeal within ten (10) working days of the date the letter is served on the employee.

### Intent or problem to be resolved:

Fact finding should be as fluid, fair and thorough as possible. That is nearly impossible when a fact finding investigation is limited to one piece of paper, with a finite number of questions which an employee answers in writing.

In addition, employees are rarely told why they are being disciplined, what evidence the City used to decide whether to discipline them or not, nor are employees given a full explanation as to why they are receiving discipline. If discipline is truly being used as a tool to both discontinue and prevent unwanted behavior, an employee should know why they are being disciplined. As per practice, the City now only gives that information to an employee after they have been disciplined and the case is scheduled before Civil Service.

### Example(s) of how new language/change will be applied (perhaps as opposed to previous language):

Conduct verbal investigatory interviews when possible.

### Tentative Agreement:

\_\_\_\_\_  
Employee Union Chief Spokesperson

\_\_\_\_\_  
City Chief Spokesperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

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<b>PROPOSAL</b>	11U	Tentative Agreement Item Number	
<b>CURRENT</b> Article, Section, Sub-section & page	<b>1-4 C</b>	<b>NEW</b> Article, Section, Sub-section, & page	<b>1-4 C</b>

### **CURRENT LANGUAGE:**

#### 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 two (2) unit employees appointed by the Union and two (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.
- F. The City will provide to the employee a copy of the completed accident investigation and any other material the City plans to present at a hearing or appeal process.

The City will also receive a copy of any material the employee plans to present at a hearing or appeal process. This material will be supplied as quickly as possible after the material has been prepared. A hearing or appeal date will not be scheduled sooner than fourteen (14) calendar days after employee's receipt of the material.

### **NEW LANGUAGE or CHANGE:**



## 2019 Negotiations – LIUNA/Unit 1

### 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.

G. 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.

H. 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 Chairmanship shall rotate among the members.

I. 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.

J. 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.

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

~~L. The City will provide to the employee a copy of the completed accident investigation and any other material the City plans to present at a hearing or appeal process.~~

~~The City will also receive a copy of any material the employee plans to present at a hearing or appeal process. This material will be supplied as quickly as possible after the material has been prepared. A hearing or appeal date will not be scheduled sooner than fourteen (14) calendar days after employee's receipt of the material.~~

#### **Accident Review Board**

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

**Intent or problem to be resolved:**

## 2019 Negotiations – LIUNA/Unit 1

Unit One represented Departments do not consistently implement Accident Review Boards. In fact, some Unit One represented Departments do not have Accident Review Boards at all.

### **Example(s) of how new language/change will be applied (perhaps as opposed to previous language):**

Implement the same Accident Review Board process throughout Unit One represented Departments

### **Tentative Agreement:**

\_\_\_\_\_  
Employee Union Chief Spokesperson

\_\_\_\_\_  
City Chief Spokesperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time