

ATTACHMENT B



City of Phoenix

City of Phoenix Position Statement

Unresolved Matters Regarding Contract Negotiations for the 2021-23 Memorandum of Understanding with American Federation of State, County and Municipal Employees Local 2384 (Unit 2)

April 21, 2021

Honorable Mayor Gallego and Council Members:

After two months of negotiations between the City of Phoenix and American Federation of State, County and Municipal Employees (AFSCME) Local 2384, (Unit 2) the parties reached a determination of impasse on March 1, 2021. In accordance with the ordinance governing our Meet and Confer process (P.C.C. Section 2-219, Resolution of Impasses), the parties proceeded to and completed Fact Finding on April 2, 2021.

EXECUTIVE SUMMARY

This position statement outlines City management's position regarding the remaining issues in the negotiation between The City of Phoenix and AFSCME Local 2384 (Unit 2). It provides the rationale for the City's stance on each item for the Council and the public's understanding of the issues at hand. It should also be read with an understanding that these positions will continue to be negotiated as we move toward the goal of a final agreement.

The remaining issues are primarily related to compensation increases for Unit 2 employees. The City's final offer was an opportunity for a 9.0% total compensation increase over the two year contract period. This included a 4.0% total compensation increase in each year of the contract in a combination of on-going and non-continuous (one-time) increases. The City also offered a financial reward of 1% total compensation (0.5% on-going and 0.5% one-time) for agreeing to a contract that included the City's Accountability and Transparency proposals. These proposals were crafted by the City based upon feedback from the public regarding the City's administrative investigation and discipline processes for its employees. This economic package, including the reward, was offered to all employee groups. It is consistent with the packages accepted by Units 1, 4 and 5 that Council approved on April 7, 2021. Units 1, 4 and 5 also signed "fairness agreements" entitling them to any additional compensation amount approved for other bargaining units. Consequently, awarding the same total compensation increase to Unit 2 without also requiring agreement with the Accountability and Transparency proposals (as recommended by the Fact Finder) would increase the base economic package from 8.0% to 9.0%. Units 1, 4 and 5 would be entitled to that 1% increase in addition to 1% reward, resulting in a total compensation increase of 10%.

Unit 2 is seeking a total compensation increase of 5.5% each year (2.5% on-going and 3.0% one-time) for a total of 11.0%. This does not include the reward for the Accountability and Transparency proposals. Unit 2 claims those measures were intended to address concerns regarding sworn law enforcement and should not apply to other City employees. In addition to the 11% over two years, Unit 2 also seeks further compensation tied to premium pay under the

American Rescue Plan Act (ARPA) and sales tax revenue from recreational marijuana. Council has not had the opportunity to develop strategies for the allocation of these funding sources. As discussed below, increasing compensation to the requested levels would require the City to identify additional resources in the 2021-2022 budget, most likely by reducing reserve funds.

The parties were also unable to reach agreement on several other non-economic (or work rule) changes to the Memorandum of Understanding ("MOU"). The City has outstanding proposals aimed at clarifying that the agreements between the parties are contained solely in the 2021-23 MOU and updating the MOU to reflect the City's current notification process regarding reallocation and reclassification of Unit 2 positions. The Union has two unresolved items that seek to expand the grievance process and one that would allow union release time to count as "hours worked" towards completion on an employee's probationary period. The City maintains that it is important to limit the grievance process to its intended purpose, which is addressing potential violations of the MOU. Unit 2 failed to present persuasive evidence warranting a change from the status quo regarding its remaining items. There are a few other remaining items, however the parties should be able to resolve them through additional negotiation.

OUTSTANDING ITEMS

The City's Last Economic Proposal – Opportunity for 9.0% Increase

In Year One of the contract (FY 2021-22): **5.0%**

- **1.5%** total compensation increase on an on-going basis.
- **2.5%** total compensation increase on a non-continuous (one-time) basis.
- **Reward:** An additional on-going total compensation increase of **0.5%** and a non-continuous payment equal to the economic value of **0.5%** of total compensation for agreeing to the City's transparency and accountability proposals.
- **ARPA:** A (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council.

In Year Two of the contract (FY 2022-23): **4.0%**

- **1.5%** total compensation increase on an on-going basis.
- **2.5%** total compensation increase on a non-continuous (one-time) basis.

AFSCME Local 2384's Last Economic Proposal – 11% Increase Plus ARPA and "Trigger"

In Year One of the contract (FY 2021-22): **5.5%**

- **2.5%** total compensation increase on an on-going basis.
- **3.0%** total compensation increase on a non-continuous (one-time) basis.
- **ARPA:** If City elects to use a portion of the funds derived from the Act for "premium pay," then City and Union "meet and confer" in order to structure the allocations of those funds to unit employees.
- **Trigger:** If total projected revenue increases over prior fiscal year, "the City will meet with the Union to increase compensation to an amount at least equal to the percentage increase in revenues retroactive to the first full pay period of July 2021....Revenue increases include any State or Federal funds for COVID relief and/or the recreational marijuana tax."

In Year Two of the contract (FY 2022-23): **5.5%**

- **2.5%** total compensation increase on an on-going basis.
- **3.0%** total compensation increase on a non-continuous (one-time) basis.
- **Trigger:** If total projected revenue increases over prior fiscal year, “the City will meet the Union to increase compensation to an amount at least equal to the percentage increase in revenues retroactive to the first full pay period of July 2022....Revenue increases include any State or Federal funds for COVID relief and/or the recreational marijuana tax.”

Economics

The Phoenix City Charter requires a balanced budget each year. The FY 2021-22 forecast shows a structurally balanced budget, where ongoing revenues are available for existing programs. The forecast assumes modest revenue growth with no recession, no fee increases or decreases, no new revenue sources and no changes to current revenue base as provided in state and city laws or to state shared revenue formulas. The current forecast also assumes no changes to existing labor contracts or service levels. It assumes, however, that any surplus is incorporated into the subsequent years' expenditures, whether in increased one-time and ongoing costs for added programs and services, labor increases, set asides, or other uses of the funds.

The General Fund (GF) projected surplus for FY 2021-22 is \$153M and is largely made up of one-time funds of \$98M with ongoing resources of \$55M available for employee compensation increases and additions to programs and services in several important categories. The one-time resources are due to the Council approved transfer of funding from the Coronavirus Relief Fund (CRF) to the GF to offset public safety salaries as permitted by the Federal guidelines.

The Trial Budget attempts to balance community needs for service, organizational needs for infrastructure to provide those services, and fair compensation for City employees, without over-committing one time resources to ongoing expenses. It is critical not to use one-time resources to fund ongoing costs, especially considering the City is still dealing with the pandemic.

The economic packages offered to the employee groups was consistent with the Trial Budget. The Trial Budget divides the GF surplus between employee compensation and community services as follows:

- **77% or \$118 million (\$35 million on-going surplus and \$83 million one-time surplus) towards compensation to employees.**

This is approximately a 10% increase above what was allocated to employee compensation during the 2019-21 contract negotiations. There, approximately 70% was allocated to employee compensation with the remaining 30% to community services.

Competitive compensation allows the City to continue to attract, retain and reward talented people who provide public service. The City, however, must also be fiscally responsible. A balanced budget is required. The City cannot spend more than it can afford. The City must also balance the community's needs and building/maintaining the infrastructure to serve those needs.

- **23% or \$35 million towards strengthening our services to the community.**
Areas of focus:

- Public Safety Reform & Responsiveness – \$21 million (including \$15 million for non-sworn crisis response)
- COVID Response and Recovery – \$ 2.6 million
- Climate Change and Heat Resilience – \$2.8 million
- Affordable Housing and Homelessness – \$2.7 million
- Community Services & Growth – \$2.9 million
- Administrative Accountability – \$3.0 million
- Adding just over 300 positions

The City must also be mindful of its pension obligations. Since 2007-08 employee pension costs have consumed a growing share of our GF resources. GF pension costs are anticipated to increase by over \$100M between FY 2021-22 and FY 2025-26. This increase is primarily caused by rising costs in public safety pension. The City is committed to paying 100 percent of our actuarially required contribution every year. While reform efforts have been successful, the City will still have a total unfunded sworn pension liability (PSPRS) of approximately \$3.4 billion, which will require continued diligence and further resource strategies in the coming years. As the five-year forecast shows, pension costs, particularly PSPRS costs, will continue to add significant pressure to the GF budget going forward.

The Fact Finder's Recommendations Regarding Economics are Problematic

The City's proposed increases to employee compensation are what it could reasonably afford [Attached as Exhibit A]. The increases, including the reward for agreeing to the Accountability and Transparency proposals, were offered to all employee groups. Units 1, 4 and 5 accepted substantially similar proposals and the Council approved those contracts on April 7, 2021. Those groups also signed "fairness agreements." This means that should another group receive a greater economic package, the City agrees to match the increase for their group. Failure to honor these fairness agreements would create a significant adverse impact to management's relationships with Units 1, 4 and 5.

The Fact Finder's recommendation affords Units 2 and 3 the same total economic package offered and accepted by Units 1, 4 and 5 *but without requiring acceptance of the Accountability and Transparency provisions*. This creates a ripple effect that the City potentially cannot afford.

Although the total value is equivalent to what was offered and accepted by the other groups, the Fact Finder's recommendation increases the base economic package. As a result, under the fairness agreements, Units 1, 4 and 5 would be eligible for the higher base economic package and still be entitled to receive the negotiated reward. Their packages in year one of the contracts would **increase from 5.0% to 6.0%** [2.0% on-going and 3.0% non-continuous (one-time) *plus* an additional on-going total compensation increase of 0.5% and a non-continuous payment equal to the economic value of 0.5% of total compensation for agreeing to the City's transparency and accountability proposals]. The General Fund (GF) forecast and proposed budget includes creating a set-aside reserve using a portion of the GF surplus for labor increases for FY22/23 and FY 23/24 to remain structurally balanced. If more than the original economic package is awarded either the set-aside reserve would need to be used to pay for the increased base economic package in FY21/22, resulting in less resources available for FY22/23 and FY23/24, or a reduction to proposed GF Trial Budget additions for increased community programs and services would need to be identified to provide resources to cover the increased economic package.

For reasons not supported in his report or the record, the Fact Finder also recommended a "most favored nations" clause or fairness agreement for Unit 2. The City repeatedly made it

clear that all employee groups were offered the opportunity to receive the same economic package. The package included a reward. That same package has remained open and available to Unit 2 throughout this process. As noted by the Fact Finder during the hearing, fairness agreements are generally used to encourage employee groups to reach a deal prior to fact finding. They protect groups from missing out on any subsequent increases to the economic package. At this stage of the process, such protection is unnecessary. Management has not decreased the economic package extended to Unit 2. It is the same economic package extended to all of the other employee groups and is consistent with what Council approved for Units 1, 4 and 5.

The Re-Opener/Trigger: American Rescue Plan Act and Recreational Marijuana Sales

ARPA funds were allocated to the City during the negotiations process. Council has yet to determine how it will use those funds, including whether premium pay will be given to City employees. It was therefore premature to include anything definitive regarding ARPA premium pay in these proposals. Council has the authority and discretion to allocate premium pay separate and apart from the negotiations process. Accordingly, there is no need for “re-opener” language for ARPA in the MOU as recommended by the Fact Finder.

The City also disagrees with the Fact Finder’s recommendations to include a re-opener, or trigger, for realized revenue from recreational marijuana sales. The recommendation includes no requirement that the City’s **total** GF revenues increase. While the City anticipates it will receive some revenue from recreational marijuana sales, it is unclear whether total revenues will increase. Recreational marijuana sales began in January 2021. It is prudent to wait until more data becomes available regarding this revenue stream and accurate forecasting can be incorporated into the City’s budgeting process. Moreover, the City made it clear at the hearing that any such revenues from recreational marijuana sales would likely be used to offset its unfunded pension obligations. The City maintains that this is the better use of these funds in the short-term.

Any trigger language should also include the possibility that total GF revenues may decrease. The Phoenix City Charter requires a balanced budget each year. Once the contracts are executed, the City is obligated to pay its employees in accordance with the terms of those agreements. Should total GF revenues decrease, the City would need to make cuts elsewhere in order to retain a balanced budget. That would arguably include cuts to community services and programs. Therefore, it is unfair to the community not to also require revisiting employee compensation when total GF revenues decrease.

Based on current projected budget forecasting that results in a balanced budget without using reserved funds or predicting any new revenue sources, the City’s economic package being offered to Unit 2 employees is the best and final offer, and should be approved by City Council. Unit 2’s eligibility for the reward is still dependent upon whether it agrees to the Accountability and Transparency proposals and whether the parties ultimately reach an overall agreement.

Accountability and Transparency Proposals

As City employees, we work for this community. We are accountable to them. That means we listen to their needs and respond to their input. It is not just being good stewards of public funds. It includes working and behaving at the highest standards. These standards apply to **all City employees**.

Over the past two years the community made it clear that it expects more transparency in the City's investigatory process, corrective action and employee discipline. The City identified several key areas where improvements could be made. Recognizing the importance of consistency, the City extended proposals to all employee groups regarding the following:

- **Investigation Protocols – codify current practices and establish greater consistency across all bargaining units.**
- **Remove references to purging of performance evaluations or serious discipline and clarify language permitting discipline to be designated as “inactive.” For Unit 4 (PLEA), no discipline can be deemed “inactive.”**
- **“Evergreen” Serious Discipline – expand the City’s ability to consider discipline issued to an employee for certain serious offenses more than 5 years ago when assessing appropriate action for subsequent allegations of misconduct, transfers, or promotions.**
- **Grievance Committee – replace union/association president of grievant with a non-involved union representative**

Investigations

The City's proposals regarding the investigative process did not restrict any employee rights or privileges [Attached as Exhibit B]. The proposals were intended to update the MOUs to reflect current practice and to establish greater consistency amongst all employees. The parties were very close to reaching an agreement on the language. The substantive issue preventing the parties stemmed from the Union's request for employee's to receive additional materials prior to submitting to administrative interview. There, Unit 2 argued for the same or similar language as the Unit 4 MOU, which covers Police Officers. This despite repeated arguments that Unit 2 employees should be treated differently from sworn law enforcement officers with respect to the investigatory process and discipline.

The Fact-Finder rejected Unit 2's proposal to mirror language in Unit 4 MOU or the Officer's Bill of Rights that would entitle employees to more evidence prior to an investigatory interview. He agreed with the City that there may be legitimate reasons why management does not want to share all documents during the investigation stage. As discussed below, he also rejected the Unit 2's arguments that the accountability concerns should be directed solely towards sworn law enforcement. He encouraged the parties to continue to work together to find consensus on language that does not curtail any existing rights. The City remains committed to doing so.

Purging/Inactivating Files

The City has historically allowed employees to “purge” or “inactivate” certain materials from their departmental and personnel files. Materials such as performance evaluations and discipline generally became eligible to be “purged” after the passage of a specified amount of time. Currently, “purge” does not mean destruction. The materials are moved to an “inactive” file, which means they will not be used by the City when considering a transfer, promotion, or the appropriate level of discipline (progressive discipline). This language, however, has been confusing to the public and the media. In addition, the practice no longer makes sense. Management should have the discretion to be able to review an employee's history in its entirety [Attached as Exhibit(s) C and D].

Here, the Fact-Finder distinguished performance evaluations from discipline. He recommended maintaining the current practice of allowing employees to move 10-year-old performance evaluations to an “inactive” status. But the Fact Finder agreed with City’s arguments that serious misconduct should be considered for transfers, promotions, and progressive discipline despite its age. This recommendation is consistent with the Fact Finder’s conclusion that the City’s accountability concerns should not be directed solely towards law enforcement.

“Evergreen” Serious Discipline

Currently, when making its decision regarding the appropriate level of discipline for a sustained allegation of misconduct, the City reviews only the past 5 years of the employee’s history. This 5-year window is appropriate for performance issues and lower levels of misconduct. More serious offenses, however, may be relevant throughout on an employee’s tenure with the City.

The City, therefore, proposed that the following violations of Personnel Rule 21 should remain open for consideration:

- 21b2. That the employee has been abusive or threatening in attitude, language, or conduct towards fellow employees, customers of the City, or the public.
- 21b4. That 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.
- 21b5. That 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 worksite¹ 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.)
- 21b12. That the employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.
- 21b13. That the employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen.
- 21b14. That the employee is under the influence of alcohol or illegal drugs on the job.
- 21b15. That after investigation, the employee has violated City of Phoenix anti-harassment or anti-discrimination policies.
- 21b18. That the employee has violated the city’s ethics policy, including failure to provide complete accurate and truthful information.
- 21b19. That after investigation, it is reasonable to conclude the employee’s actions brought discredit or embarrassment to the city.
- 21b20. That the employee’s actions meet the elements of a felony.

[Attached as Exhibit E].

The Fact-Finder rejected Unit 2's arguments that employee accountability concerns were solely a police or law enforcement issue. He clearly understood that the infractions identified by the City focused on behaviors that could undermine the public's trust and confidence. He also recognized that how all employees treat each other and how they interact with members of the public is important. Yet, he expressed concern about maintaining the protections or "latitude" afforded to unions when representing their members. No employee, including a union representative, should be allowed to engage in abusive or threatening behavior without consequence. The City maintains its position that all employees need to be professional and respectful in their interactions with others. Adequate protections for the unions already exist under the City's Meet and Confer Ordinance. If any of the City's unions believe that the City has over-reacted in addressing a representative's behavior (or the action is based upon anti-union animus), a charge can be submitted to the Phoenix Employment Relations Board [PERB].

The City is willing to accept the Fact-Finder's recommendation to remove 21b19 and any reference to "moral turpitude" from its proposed language. The City made similar modifications in its agreements to Units 1, 4 and 5. The City is also willing to implement a non-binding appeal process for situations where employees are denied promotions when consideration of serious discipline over five years old was a factor.

The City does not believe it would be in the best interest of the organization or the public, however, to accept the Fact-Finder's recommendation for this change to apply only to discipline going forward. To be clear, the City indicated it would honor all previously submitted and approved purge/inactive requests along with any settlement agreements with individual employees where such a term was included. There is nothing fundamentally unfair about modifying the eligibility of previous discipline for consideration when determining the appropriate level of discipline for future sustained allegations of misconduct. If anything, it should serve as another deterrent to engage in such behavior. Limiting the City in this way artificially extends contract language from 2019-21 MOUs beyond the contract term. It would allow the language from previous contract negotiations to live in perpetuity, which essentially defeats the main purpose of a contract term. It also substantially impairs the significance of such a change for several years.

Grievance Committee

The City submitted a proposal to alter the composition of those who participate on the Grievance Committee [Attached as Exhibit F]. The Grievance Committee is tasked with formulating a recommendation to the City Manager regarding whether the grievance has merit, and if so, how to adequately resolve it. Currently, the union president of the grievant sits on the committee. The City proposed having a representative from another City employee labor group instead. The goal was to make the committee more neutral, meaning that no committee member had a direct interest in the matter under review. It would also allow the union president of the grievant to focus on advocating on behalf of their member.

The Fact Finder concluded there was no legitimate concern with continuing to allow a union president of the grievant to be a voting member on the Grievance Committee. He summarily dismissed the City's arguments regarding public perception of this practice. He also misconstrued the City's efforts towards more objectivity and neutrality. The Fact Finder failed to appreciate that the management representatives on the committee have no direct involvement or oversight of the grievant. He also failed to consider that having another union's perspective might be beneficial to the committee.

The City maintains its position that the voting members of the Grievance Committee should be altered. Substituting the union president of the grievant with a representative from another City union would increase the effectiveness of the process without diminishing the ability of the grievant's union to share its subject matter expertise and concerns.

City's Unresolved Non-Economic Items

Four Corners Management/Side Agreements

The City has a longstanding practice of using side agreements with its unions and associations. A side agreement is an agreement that is not part of the primary MOU, which the parties use to reach agreement on issues the MOU does not cover, to clarify issues in the MOU, or to modify the MOU. The City's position is, and industry standard practice supports, that a side agreement expires upon formalization of the next contract, unless specifically noted otherwise. The parties have the opportunity, should they so choose, to negotiate any side agreement language they wish to continue into the following contract.

Over the past two negotiations cycles, the City has made efforts to clarify that side agreements are intended to either be incorporated into the MOU or expire. The City's intent was to have both parties expressly agree that side agreements going back over the nearly four decades of negotiations were no longer valid. Put another way, neither party should be able to produce a document from the 1980's or 1990's and claim it is still enforceable.

The City again proposed language attempting to limit the scope of binding agreements between the parties to the 2021-23 MOU. [Attached as Exhibit G]. This language was agreed to by Unit 1 for its 2021-23 MOU and similar language was added to the 2019-21 MOUs for Units 4 and 5.

The Fact Finder summarily dismissed the City's proposal because the City did not produce a list of agreements it was asking the Union to forego. Neither side has actual knowledge of the other's records. A key purpose of this proposal was to prevent one side from surprising the other with past agreements for which it had no record. The City therefore asks that the Council adopt its proposed language regarding limiting the parties' agreement to the four corners of the MOU.

Position Reallocations/Reclassifications

The City responded to concerns raised by the Union regarding the *reallocation* of Unit 2 positions by ensuring that it would give the Union 30 days' notice of such changes. This was already the current practice for the *reclassification* of Unit 2 positions into a different bargaining unit. Unit 2 received notice of these changes in March 2020. The City's proposed language accurately reflected the changes to this process. [Attached as Exhibit H].

The City accepts the Fact Finder's recommendation to include a meeting with the Union as well. As noted by the Fact Finder, the Union sought only a meeting – not the ability to “meet and confer” or to veto management's decisions. This is consistent with a recent ruling from PERB [CA-368], which affirmed management's authority and discretion to select the classifications of employees it deems appropriate to meet operational needs.

The City asks that the Council adopt the remainder of its proposed language.

Unit 2's Unresolved Non-Economic Items

Grievances

The Union submitted two proposals that would unduly expand the definition of a grievance. The first would remove the requirement that grievances should reference a specific violation of the MOU. This requirement was added to its 2019-21 MOU. The second sought to include allegations of unacceptable workplace conduct or abuse of authority as set forth in Administrative Regulation 2.99, Respect and Civility in the Workplace. The grievance process should be limited to contractual violations.

The Fact Finder's recommendations on these proposals were limited to having the parties discuss options outside of the grievance process for the Union to raise these types of concerns. This overlooks the fact that the City already has numerous options for employees to raise concerns regarding unfair treatment and unprofessional or disrespectful behavior, e.g. Human Resources, Equal Opportunity Department, Integrity Line, and PERB. The City therefore asks that the Council reject the proposed language.

The Union also asked to receive a written explanation when grievances are dismissed on procedural grounds. This was already the City's current practice and the City accepts the Fact Finder's recommendation to codify this practice in the MOU.

Union Release

The Union proposed language seeking to alter the current interpretation and practice under the City's Personnel Rules regarding "hours worked" towards an employee's probationary period. The Union asserts that time spent on union release should qualify due to the potential for unfair treatment or retaliation by supervisors when the employee returns to their assigned position. An employee facing such scrutiny could seek review by PERB. The Fact Finder concluded that the suggested harm was too attenuated to recommend a change to the status quo. He also appropriately noted that such a recommendation could impinge on the Civil Service Board's Jurisdiction. The City asks that the Council reject the proposed language.

The City is confident that the parties will be able to reach consensus on any remaining outstanding items.

Conclusion

City employees persevered on the front lines of the pandemic. The City needs to recognize their efforts and ensure that its compensation package remains competitive. Compensation is a major factor in recruiting and retaining top talent. Management's responsibility, however, is to present a balanced budget that is sustainable using existing revenue sources. The City must also balance the community's needs and provide the infrastructure required to serve those needs. The compensation package being offered, and as accepted by three other bargaining units, provides a balance between providing increases to our employees (77%) and improving services to our citizens (23%) in a fiscally sustainable manner. Unit 2's economic proposal is neither affordable nor sustainable. Unit 2 was given the same opportunity as the other employee groups to receive 9.0% in total compensation increases over the next two years. If Unit 2 agrees to accept the Accountability and Transparency Proposals, as Units 1, 4 and 5 did, it should be entitled to the 1% reward. Alternatively, should Unit 2 choose not to agree to the Accountability and Transparency proposals, it should not be entitled to the 1% reward.

The City's remaining proposals discussed here should be accepted. They do not fundamentally alter or impair the rights of Unit 2 employees. The proposals clarify the scope of the agreements between the parties and codify current City practices in the MOU. The non-economic proposals that the City has made, especially regarding its accountability and

transparency package, are a balanced approach to being fair to employees while meeting the public's expectations.

Respectfully submitted,



Lori Bays
Human Resources Director

**City's Position Statement
Unresolved Matters with Local 2384
(Unit 2)**

Exhibit A

2021 Negotiations – AFSCME 2384/Unit 2

| | | |
|--|---|--|
| PROPOSAL | MC-13 Counter UC68 Economics | Tentative Agreement: _____ |
| CURRENT Article, Section, Sub-section | Article 3: Compensation/Wages Section 3-1.A & B | NEW Article, Section, Sub-section _____ |

Current Language:

In year one of this agreement, the economic value of ongoing total compensation increase will equal 2%. Unit 2 employees will also receive a non-continuous payment equal to the economic value of 3% total compensation.

In year two of this agreement, the economic value of ongoing total compensation increase will equal 2.0%. Unit 2 employees will also receive a non-continuous payment equal to the economic value of 3.0% total compensation. The City will accept the following compensation package and Union Proposals as presented in U-17 Revised, U-27, UC-41, UC-69 and, UC-70 as part of this deal. These proposals include the City's accountability and transparency language as modified by the Union.

New Language or Change:

~~In year one of this agreement, the economic value of ongoing total compensation increase will equal 2%. Unit 2 employees will also receive a non-continuous payment equal to the economic value of 3% total compensation.~~

~~In year two of this agreement, the economic value of ongoing total compensation increase will equal 2.0%. Unit 2 employees will also receive a non-continuous payment equal to the economic value of 3.0% total compensation. The City will accept the following compensation package and Union Proposals as presented in U-17 Revised, U-27, UC-41, UC-69 and, UC-70 as part of this deal. These proposals include the City's accountability and transparency language as modified by the Union.~~

In year one of this agreement, the economic value of ongoing total compensation increases will equal 1.5%. Unit 2 employees will also receive a non-continuous payment equal to the economic value of 2.5% total compensation. Finally, Unit 2 employees will also receive an additional ongoing total compensation increase of 0.5%, and a non-continuous payment equal to the economic value of 0.5% of total compensation for agreeing to the City's transparency and accountability proposals. This will be paid as follows:

1. A 2.38% base wage increase effective the first full pay period in July 2021.
2. A non-continuous payment \$2,235 per Full-Time Employee to be paid out the first full pay period in August 2021.
3. An additional non-continuous payment of \$447 per Full-Time Employee to be paid out the first full pay period in August 2021.

In year two of this agreement, the economic value of ongoing total compensation increases will equal 1.5%. Unit 2 employees will also receive a non-continuous payment equal to the economic value of 2.5% total compensation. This will be paid as follows:

1. A 1.78% base wage increase effective the first full pay period in July 2022.
2. A non-continuous payment of \$2,279 per Full-Time Employee to be paid out on the first full pay period in August 2022.

PROPOSAL

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.

Intent or problem to be resolved:

The non-continuous offer is non-pensionable per COPERS/PSPRS rules, statutes, and/or policies. The value of any other economic proposals signed will be deducted from the value of this offer. Offer is only good with the signing of the City's transparency and accountability proposals, as discussed at the table.

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

Tentative Agreement:

Union Chief Spokesperson/

City Chief Spokesperson

Date/

Time

**City's Position Statement
Unresolved Matters with Local 2384
(Unit 2)**

Exhibit B

2021 Negotiations – AFSCME 2384/Unit 2

| PROPOSAL | M – 9 Revision #1 Investigations/Discipline | Tentative Agreement: | |
|-----------------|---|--|--|
| | Article 1, 1-4. Rights of Unit Employees Investigations/Discipline Section A and B | NEW Article, Section, Sub-section | Article 1, 1-4 Rights of Unit Employees Investigations/Discipline Section A and B |

Current Language:

A. All Unit employees and stewards have the right to have the Union serve as their "meet and confer" representative as set forth in the Meet and Confer Ordinance without discrimination or retaliation based on membership or non-membership in the Union or any other organization.

B. Unit employees have the right to be represented by the Union in dealings with the City concerning grievances, and if personally requested by the employee 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 department work rules or regulations. Prior to the employee being interviewed, a supervisor will advise the employee of the right to a representative. An interview becomes investigatory when facts or evidence sought by management may result in any disciplinary action against the employee being interviewed. The employee shall be entitled to receive a copy of any statement that the employee is instructed to sign. A Unit member that is under investigation for any discipline, and who is interviewed or requested to respond in writing, will be given a written statement informing the employee of the nature of the investigation and the allegations against the employee. The written statement will also notify the Unit member that the employee has the right to have a representative attend the investigatory meeting. The employee and/or representative may ask for a caucus during the meeting. Prior to the conclusion of the meeting the member or representative will have the opportunity to make a closing statement. An employee under investigation will be notified in writing every three (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. The employee shall have a minimum of seventy-two (72) hours excluding weekends (N days) to respond to requests for information concerning an investigation. The employee shall have a right to know if his or her accuser is a city employee or citizen/customer, and all allegations against the employee.

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 one (1) hour if called in from home.

If any Unit member is instructed not to speak to anyone regarding an investigation, this restriction does not apply to speaking to the Union Steward or the Union President or his designee.

New Language or Change:

~~A. All Unit employees and stewards have the right to have the Union serve as their "meet and confer" representative as set forth in the Meet and Confer Ordinance without discrimination or retaliation based on membership or non-membership in the Union or any other organization.~~

~~B. Unit employees have the right to be represented by the Union in dealings with the City concerning grievances, and if personally requested by the employee 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 department work rules or regulations. Prior to the employee being interviewed, a supervisor will advise the employee of the right to a representative. An interview becomes investigatory when facts or evidence sought by management may result in any disciplinary action against the employee being interviewed. The employee shall be entitled to receive a copy of any statement that the employee is instructed to sign. A Unit member that is under investigation for any discipline, and who is interviewed or requested to respond in writing, will be given a written statement informing the employee of the nature of the investigation and the allegations against the employee. The written statement will also notify the Unit member that the employee has the right to have a representative attend the investigatory meeting. The employee and/or representative may ask for a caucus during the meeting. Prior to the conclusion of the meeting the member or representative will have the opportunity to make a closing statement. An employee under investigation will be notified in writing every three (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. The employee shall have a minimum of seventy-two (72) hours excluding weekends (N days) to respond to requests for information concerning an investigation. The employee shall have a right to know if his or her accuser is a city employee or citizen/customer, and all allegations against the employee.~~

~~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 one (1) hour if called in from home.~~

~~If any Unit member is instructed not to speak to anyone regarding an investigation, this restriction does not apply to speaking to the Union Steward or the Union President or his designee.~~

- 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 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.**
- 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. Employees may bring a representative if they desire, however there will be no discussion during the issuance of the NOI.**
 - 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 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.**
 - 4. The member or representative may ask for a caucus during the meeting. Caucuses will be granted for a reasonable timeframe.**
 - 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 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.**
 - 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 24 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 24 hours. An employee may waive the 24-hour time requirement if the employee is not opting for representation.**

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 union's attorney, the employee's family, the employee's attorney, 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 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)].**
- 4. A unit member shall receive a copy of any statement that they are asked to sign.**
- 5. Every 60 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.**

G. Miscellaneous

- 1. A unit member 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.**
- 2. 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.

Intent or problem to be resolved:

Improved consistency. This language replaces all existing investigatory & discipline language in the current MOU.

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

Tentative Agreement:

Union Chief Spokesperson/

City Chief Spokesperson

Date/

Time

**City's Position Statement
Unresolved Matters with Local 2384
(Unit 2)**

Exhibit C

2021 Negotiations – AFSCME 2384/Unit 2

| | | |
|-------------------|----------------------|----------------------------|
| PROPOSAL | M – 2 | Tentative Agreement: _____ |
| | Evaluations 10 Years | |
| CURRENT | Article 1: Rights; | NEW |
| Article, Section, | Section 1-4.E | Article, Section, |
| Sub-section | Page 13 | Sub-section |

Current Language:

Upon request, performance evaluations over 10 years old will be purged from a unit member's personnel file after 10 (ten) years as an active employee.

New Language or Change:

~~Upon request, performance evaluations over 10 years old will be purged from a unit member's personnel file after 10 (ten) years as an active employee.~~

Intent or problem to be resolved:

To mirror the current practice of maintaining performance evaluations electronically

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

Tentative Agreement:

Union Chief Spokesperson/

City Chief Spokesperson

Date/

Time

**City's Position Statement
Unresolved Matters with Local 2384
(Unit 2)**

Exhibit D

2021 Negotiations – AFSCME 2384/Unit 2

| | | | |
|----------------------------------|---|----------------------------------|--|
| PROPOSAL | M – 6 | Tentative Agreement: _____ | |
| | Purge/Inactivate/ Discipline Records | | |
| CURRENT | Article 1: Rights | NEW | |
| Article, Section, Sub-section | Sec 1-4.E | Article, Section, Sub-section | |
| | Page 14 | | |

Current Language:

Last paragraph in Sec 1-4.E

In the event documentation that is eligible for purging from the home department personnel file is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.

New Language or Change:

~~Discipline over five years old will not be considered in any process.~~ 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): Discipline under 21b2, 21b4, 21b5, 21b12, 21b13, 21b14, 21b15, 21b18, 21b19, 21b20, and other discipline falling under the category of moral turpitude.

Intent or problem to be resolved:

Improved consistency and transparency.

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

Tentative Agreement:

Union Chief Spokesperson/

City Chief Spokesperson

Date/

Time

**City's Position Statement
Unresolved Matters with Local 2384
(Unit 2)**

Exhibit E

2021 Negotiations – AFSCME 2384/Unit 2

| | | |
|--|--|--|
| PROPOSAL | M – 70 Revision #1 Purge & Inactive Reference | Tentative Agreement: |
| | _____ | _____ |
| CURRENT Article, Section, Sub-section | Article 1: Rights Section 1-4.E and Section 1-4.G Pages 13 & 14 | NEW Article, Section, Sub-section |
| | _____ | _____ |

Current Language:

Section 1-4.E

E. All unit employees may request that their home department personnel files be purged of any adverse materials which are three (3) years or older providing the employee has received no disciplinary action for the same thing during the one-year immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse materials which are three (3) years or older, shall be purged from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file. Discipline notices are exempted from these provisions except as described below.

Purging requests apply to all files, in all formats, in all locations, with the exception of the "Inactive" section of the Central HR Department personnel file.

Upon request, performance evaluations over 10 years old will be purged from a unit member's personnel file after 10 (ten) years as an active employee.

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.

Upon request, a unit member may have documents related to disciplinary actions, which are over ten (10) years old, removed from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term "disciplinary actions" is defined as follows:

Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and, for an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or, any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member's file purge request.

In the event documentation that is eligible for purging from the home department personnel file is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.

Section 1-4.G (Last paragraph only)

The supervisory counseling will be purged from the supervisor's file after no more than a maximum of one (1) year from the incident, provided no further incidents of a similar nature occur during this one (1) year period.

New Language or Change:

Section 1-4.E

- E. ~~All unit employees may request that their home department personnel files be purged of any adverse materials which are three (3) years or older providing the employee has received no disciplinary action for the same thing during the one year immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse materials which are three (3) years or older, shall be purged from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file. Discipline notices are exempted from these provisions except as described below.~~

~~Purging requests apply to all files, in all formats, in all locations, with the exception of the "Inactive" section of the Central HR Department personnel file.~~

~~Upon request, performance evaluations over 10 years old will be purged from a unit member's personnel file after 10 (ten) years as an active employee.~~

~~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.~~

~~Upon request, a unit member may have documents related to disciplinary actions, which are over ten (10) years old, removed from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term "disciplinary actions" is defined as follows:~~

~~Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and, for an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or, any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member's file purge request.~~

~~In the event documentation that is eligible for purging from the home department personnel file is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.~~

Section 1-4.G (Last paragraph only)

~~The supervisory counseling will be purged from the supervisor's file after no more than a maximum of one (1) year from the incident, provided no further incidents of a similar nature occur during this one (1) year period.~~

(Replace stricken language with the following chart. The fourth paragraph above is included below as well)

| 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 under 21b2, 21b4, 21b5, 21b12, 21b13, 21b14, 21b15, 21b18, 21b19, 21b20, and other discipline falling under the category of moral turpitude. | | <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.

Intent or problem to be resolved:

Improved consistency

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

Tentative Agreement:

Union Chief Spokesperson/

City Chief Spokesperson

Date/

Time

2021 Negotiations – AFSCME 2384/Unit 2

| | | |
|----------------------------------|---|----------------------------------|
| PROPOSAL | M – 70 | Tentative Agreement: _____ |
| | <u>Purge Inactive Reference</u> | |
| CURRENT | Article 1: Rights | NEW |
| Article, Section, Sub-section | Section 1-4.E and Section 1-4.G Pages 13 & 14 | Article, Section, Sub-section |

Current Language:

Section 1-4.E

- E. All unit employees may request that their home department personnel files be purged of any adverse materials which are three (3) years or older providing the employee has received no disciplinary action for the same thing during the one-year immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse materials which are three (3) years or older, shall be purged from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file. Discipline notices are exempted from these provisions except as described below.

Purging requests apply to all files, in all formats, in all locations, with the exception of the "Inactive" section of the Central HR Department personnel file.

Upon request, performance evaluations over 10 years old will be purged from a unit member's personnel file after 10 (ten) years as an active employee.

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.

Upon request, a unit member may have documents related to disciplinary actions, which are over ten (10) years old, removed from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term "disciplinary actions" is defined as follows:

Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and, for an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or, any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member's file purge request.

In the event documentation that is eligible for purging from the home department personnel file is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.

Section 1-4.G (Last paragraph only)

The supervisory counseling will be purged from the supervisor's file after no more than a maximum of one (1) year from the incident, provided no further incidents of a similar nature occur during this one (1) year period.

PROPOSAL

New Language or Change:

Section 1-4.E

- E. ~~All unit employees may request that their home department personnel files be purged of any adverse materials which are three (3) years or older providing the employee has received no disciplinary action for the same thing during the one year immediately preceding the request. The request must be in writing and forwarded through official channels. Any adverse materials which are three (3) years or older, shall be purged from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file. Discipline notices are exempted from these provisions except as described below.~~

~~Purging requests apply to all files, in all formats, in all locations, with the exception of the "Inactive" section of the Central HR Department personnel file.~~

~~Upon request, performance evaluations over 10 years old will be purged from a unit member's personnel file after 10 (ten) years as an active employee.~~

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.

~~Upon request, a unit member may have documents related to disciplinary actions, which are over ten (10) years old, removed from the home department personnel file and moved to a section marked "Inactive" in the Central HR Department personnel file when there have been no incidents or problems of a similar nature within the ten year period immediately preceding the request. The term "disciplinary actions" is defined as follows:~~

~~Any discipline given a unit member that resulted in a suspension of eighty (80) hours or less and, for an infraction which did not result in a criminal charge or actions which did not include violent or assaultive behavior directed at another person or, any infraction that is no longer considered to be a disciplinary matter under current contemporary department standards in effect at the time of the unit member's file purge request.~~

~~In the event documentation that is eligible for purging from the home department personnel file is not purged, it will not be considered in future disciplinary matters. Discipline over five years old will not be considered in any process.~~

Section 1-4.G (Last paragraph only)

~~The supervisory counseling will be purged from the supervisor's file after no more than a maximum of one (1) year from the incident, provided no further incidents of a similar nature occur during this one (1) year period.~~

Intent or problem to be resolved:

Improved consistency

PROPOSAL _____

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

Tentative Agreement:

Union Chief Spokesperson/

City Chief Spokesperson

Date/

Time

**City's Position Statement
Unresolved Matters with Local 2384
(Unit 2)**

Exhibit F

2021 Negotiations – AFSCME 2384/Unit 2

PROPOSAL

M- 1
Grievance Committee

Tentative Agreement: _____

CURRENT

Article, Section,
Sub-section

ARTICLE 2: Grievance/
Arbitration/Labor
Management
Section 2-1.C.a
Page 18/19

NEW

Article, Section,
Sub-section

Current Language:

The Grievance Committee shall be composed of:
Chairman: A member of the City Manager's Office designated by the City Manager.
Member: A City of Phoenix Department Director.
Member: The President of the Local or the President's designee.

New Language or Change:

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 the Local or the President's designee **another Union, other than the Grievant's, representing employees with the City of Phoenix, or designee.**

Intent or problem to be resolved:

Use of neutral parties on the Grievance Committee

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

Tentative Agreement:

Union Chief Spokesperson/

City Chief Spokesperson

Date/

Time

**City's Position Statement
Unresolved Matters with Local 2384
(Unit 2)**

Exhibit G

2021 Negotiations – AFSCME 2384/Unit 2

| | | |
|-------------------|--------------------------|----------------------------|
| PROPOSAL | M – 3 | Tentative Agreement: _____ |
| | 4 Corners Management | |
| CURRENT | Article 6: Miscellaneous | NEW |
| Article, Section, | Section 6-7.F | Article, Section, |
| Sub-section | Page 50 | Sub-section |

Current Language:

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.

New Language or Change:

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 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.

Intent or problem to be resolved:

To establish the contract as encompassing the total and entire agreements between the City and labor. No change in practice as side agreements from prior contracts are expired.

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

Tentative Agreement:

Union Chief Spokesperson/

City Chief Spokesperson

Date/

Time

**City's Position Statement
Unresolved Matters with Local 2384
(Unit 2)**

Exhibit H

2021 Negotiations – AFSCME 2384/Unit 2

| | | |
|----------------------------------|---|----------------------------------|
| PROPOSAL | M-12 Revision #1 | Tentative Agreement: _____ |
| | New Positions/Classifications | |
| CURRENT | Article 1: Rights, Section 1-6 Page 15/16 | NEW |
| Article, Section, Sub-section | | Article, Section, Sub-section |

Current Language:

Section 1-6: New Positions/Classifications

- A. The City will notify the Union, in writing, thirty (30) calendar days in advance before any new position or classification is placed permanently within any Field Unit. The City shall notify the Union, in writing, of the results of any Unit II reclassification study no less than ten (10) calendar days prior to that study being presented to the Personnel Committee. When the Personnel Committee agenda is sent to the involved department(s), a copy will also be sent to the Union.
- B. The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining Unit and will thereafter refer any such matter to the Phoenix Employment Relations Board for appropriate action.
- C. The City agrees that it shall notify the Union thirty (30) days in advance in writing when significant changes will be made in the duties, responsibilities, training, or 16 experience qualifications in position classification standards resulting in classification changes or resulting in positions being removed from the unit.
- D. Requests for Studies
 - 1. The Union may submit written requests for job classification studies to the Labor-Management Committee.
 - 2. 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.
 - 3. 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 in that respect.
 - 4. The City will inform the Union when Union requested classification studies commence and will inform the Union of progress on the study at sixty (60) day intervals at the scheduled Labor Management Committee meetings.
- E. For each year of the Memorandum, the union may request up to one (1) current classification be studied

New Language or Change:

Section 1-6: New Positions/Classifications

- ~~A. The City will notify the Union, in writing, thirty (30) calendar days in advance before any new position or classification is placed permanently within any Field Unit. The City shall notify the Union, in writing, of the results of any Unit II reclassification study no less than~~

PROPOSAL

~~ten (10) calendar days prior to that study being presented to the Personnel Committee. When the Personnel Committee agenda is sent to the involved department(s), a copy will also be sent to the Union.~~

~~B. The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining Unit and will thereafter refer any such matter to the Phoenix Employment Relations Board for appropriate action.~~

~~C. The City agrees that it shall notify the Union thirty (30) days in advance in writing when significant changes will be made in the duties, responsibilities, training, or 16 experience qualifications in position classification standards resulting in classification changes or resulting in positions being removed from the unit.~~

~~D. Requests for Studies~~

~~1. The Union may submit written requests for job classification studies to the Labor-Management Committee.~~

~~2. 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.~~

~~3. 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 in that respect.~~

~~4. The City will inform the Union when Union requested classification studies commence and will inform the Union of progress on the study at sixty (60) day intervals at the scheduled Labor Management Committee meetings.~~

~~E. For each year of the Memorandum, the union may request up to one (1) current classification be studied~~

A. Position Movement

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

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. Classification and Compensation Studies

The City shall give notice to the Union within ten (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 thirty (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.

D. Request for 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

PROPOSAL _____

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** started by the Human Resources Department in order of their ranking if the City Manager has authorized the Human Resources Department to conduct studies.

Intent or problem to be resolved:

Improve consistency. Accurately mirror process.

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

Tentative Agreement:

Union Chief Spokesperson/

City Chief Spokesperson

Date/

Time

2021 Negotiations – AFSCME 2384/Unit 2

| | | |
|-------------------|----------------------------------|----------------------------|
| PROPOSAL | M-12 | Tentative Agreement: _____ |
| | New | |
| | <u>Positions/Classifications</u> | |
| CURRENT | Article 1: Rights, | NEW |
| Article, Section, | Section 1-6 | Article, Section, |
| Sub-section | <u>Page 15/16</u> | Sub-section _____ |

Current Language:

Section 1-6: New Positions/Classifications

- A. The City will notify the Union, in writing, thirty (30) calendar days in advance before any new position or classification is placed permanently within any Field Unit. The City shall notify the Union, in writing, of the results of any Unit II reclassification study no less than ten (10) calendar days prior to that study being presented to the Personnel Committee. When the Personnel Committee agenda is sent to the involved department(s), a copy will also be sent to the Union.
- B. The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining Unit and will thereafter refer any such matter to the Phoenix Employment Relations Board for appropriate action.
- C. The City agrees that it shall notify the Union thirty (30) days in advance in writing when significant changes will be made in the duties, responsibilities, training, or 16 experience qualifications in position classification standards resulting in classification changes or resulting in positions being removed from the unit.
- D. Requests for Studies
 - 1. The Union may submit written requests for job classification studies to the Labor-Management Committee.
 - 2. 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.
 - 3. 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 in that respect.
 - 4. The City will inform the Union when Union requested classification studies commence and will inform the Union of progress on the study at sixty (60) day intervals at the scheduled Labor Management Committee meetings.
- E. For each year of the Memorandum, the union may request up to one (1) current classification be studied

New Language or Change:

Section 1-6: New Positions/Classifications

- ~~A. The City will notify the Union, in writing, thirty (30) calendar days in advance before any new position or classification is placed permanently within any Field Unit. The City shall notify the Union, in writing, of the results of any Unit II reclassification study no less than~~

PROPOSAL

~~ten (10) calendar days prior to that study being presented to the Personnel Committee. When the Personnel Committee agenda is sent to the involved department(s), a copy will also be sent to the Union.~~

~~B. The parties agree to consult on the inclusion or exclusion of new classification(s) in the bargaining Unit and will thereafter refer any such matter to the Phoenix Employment Relations Board for appropriate action.~~

~~C. The City agrees that it shall notify the Union thirty (30) days in advance in writing when significant changes will be made in the duties, responsibilities, training, or 16 experience qualifications in position classification standards resulting in classification changes or resulting in positions being removed from the unit.~~

~~D. Requests for Studies~~

~~1. The Union may submit written requests for job classification studies to the Labor-Management Committee.~~

~~2. 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.~~

~~3. 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 in that respect.~~

~~4. The City will inform the Union when Union requested classification studies commence and will inform the Union of progress on the study at sixty (60) day intervals at the scheduled Labor Management Committee meetings.~~

~~E. For each year of the Memorandum, the union may request up to one (1) current classification be studied~~

A. Position Movement

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

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. Classification and Compensation Studies

The City shall give notice to the Union within ten (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 thirty (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.

D. Request for 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

PROPOSAL _____

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 Human Resources Department to conduct studies.

Intent or problem to be resolved:

Improve consistency. Accurately mirror process.

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

Tentative Agreement:

Union Chief Spokesperson/

City Chief Spokesperson

Date/

Time