Memorandum of Agreement
2016 – 2019
CITY OF PHOENIX

&

ADMINISTRATIVE, SUPERVISORY
PROFESSIONAL & TECHNICAL EMPLOYEES
ASSOCIATION (ASPTEA)

REPRESENTING UNIT 7 EMPLOYEES
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PREAMBLE

The parties, through their designated representatives, met and discussed in good faith pursuant to the Meet and Discuss Ordinance, Phoenix City Code section 2-223, et seq., issues related to salaries and fringe benefits for the Administrative, Supervisory, Professional, & Technical Employees Association (ASPTEA) hereinafter referred to as the Association, representing Unit 7 employees.

As part of good management practices, the parties have discussed other items, not to be considered part of the Meet and Discuss process, and have reached mutual agreement on those items. These items shall not be diminished except by mutual consent of the parties. Further, the parties agree to be bound by the terms of the items.

The parties acknowledge that this Meet and Discuss Agreement contains items not previously obtained through discussion and agreement. These items are identified in the Agreement by the phrase as “a benefit provided by the City and remain within the authority and discretion of the City Manager.”

If any conflict exists between the language of this Agreement and the language of applicable documents, e.g. Administrative Regulations, Personnel Rules, Pay Ordinance, etc., the language of the applicable document shall prevail for those items identified as “a benefit, provided by the City, remains within the authority and discretion of the City Manager”. The parties agree to discuss mutually any changes to these documents that affect this agreement prior to the effective date of the changes. These items are included merely as a reference tool.

ARTICLE 1: RIGHTS

SECTION 1-1: PURPOSE

It is the purpose of this Agreement to continue and maintain harmonious relations, cooperation and understanding between the City and its employees. The parties reached this Agreement as the result of meeting and discussing in good faith, items regarding salaries and fringe benefits, which the parties intend to jointly submit and recommend for approval and implementation to the City Manager.

SECTION 1-2: RECOGNITION

The City recognizes ASPTEA as the sole and exclusive authorized employee Association Meet and Discuss agent, pursuant to Phoenix City Code, section 2-226, for the purpose of representation regarding salaries and fringe benefits for all Unit 7 employees.
SECTION 1-3: RIGHTS OF THE CITY

The Association recognizes that the City has and will continue to retain, whether exercised or not, the sole and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects except as expressly modified by this agreement.

The City Manager and City department heads have and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this Agreement.

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

SECTION 1-4: RIGHTS OF THE ASSOCIATION

A. Mutual Benefit Activity Clause

The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The Phoenix City Council has determined there are specific activities that confer a public benefit, a dual public/private purpose or an exclusively public purpose for which up to three (3) association members of ASPTEA, will perform duties as outlined in the below subsections.

Upon return to their regular City duties, the Authorized Employees shall be reinstated to their original positions, locations and schedules.

B. Reporting And Accountability Of Authorized City Business Time

In order to ensure the City maintains control over public resources the City will identify a Designee in order to ensure Authorized Employees are providing the services consistent with the findings herein. The City's Designee shall work directly with ASPTEA in order to confirm any and all paid activity of the Authorized Employees is consistent with the activity approved below. The Association shall submit reports each pay period to the City’s Designee documenting the City Business of the Authorized Employees and any leave used during that pay period. The City has the right to audit
and challenge time cards submitted. In the event there is disagreement, the parties will
meet to discuss the matter at the request of ASPTEA or the City. The results of the
audit may result in ASPTEA reimbursing the City for activity not deemed City Business
under this Agreement.

C. Bank of Donated Leave

1. Members of Unit 7’s benefit category will have the opportunity to voluntarily donate
vacation leave time to a Bank of Donated Leave twice each fiscal year to be used by
association representatives for Association-related activities as determined by the
Unit 7 Association President and Executive Board. The Association and the City will
mutually determine the times for processing the leave during the fiscal year.
Members will receive a letter or email informing them of their additional vacation
hours and the opportunity to voluntarily donate leave, following approval of the
MOA.

2. The total hours donated by the members of Unit 7’s benefit category will be
considered the maximum number of hours available for donated hours under Article
1, Section 1-4.

3. The maximum number of hours that may be donated by any Unit member is forty
(40) hours, per fiscal year.

4. Only members of Unit 7’s benefit category may donate hours to the Unit 7 bank of
hours; Unit 7 may only accept donated hours from members of Unit 7’s benefit
category.

5. No association member may use more than 40-hours of donated time during any one
work week.

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

7. Members of Unit 7’s benefit category, who as a result of vacation carryover
and/or sellback restrictions, may have an opportunity to donate vacation hours
during carryover and/or sellback periods.

D. City Business Time

The City has determined that there are activities that confer a public benefit, a dual
public/private purpose or an exclusively public purpose for which members of ASPTEA
should be released from their official duties to perform. ASPTEA agrees that it will
perform the following activities and acknowledges that it will receive City Business time
for the time spent performing them:
1. Authorized Employees will attend trainings that have been authorized in advance by the City.

2. Authorized Employees will facilitate communication between employees and management ensuring a safe and efficient delivery of services, as well as developing a heightened degree of labor/management cooperation.

3. In coordination with management, Authorized Employees will communicate new programs and/or policy changes to the broader City workforce that are members of the association in order to streamline service delivery and ensure the timely implementation of changes in policy or programs. Changes in safety or security policy and procedure will be prioritized.

4. In coordination with management, as a means of achieving a healthier workforce and driving down costs associated with workers compensation, the cost of providing healthcare and the use of sick time, Authorized Employees will assist association members with understanding and coordination of benefits.

5. With the goal of driving down medical costs while providing appropriate medical benefits, Authorized Employees will participate directly and assist the City with benefit evaluations, including the Citywide Healthcare Task Force.

6. In order to ensure City resources are well coordinated, upon the direction of the City and consent of ASPTEA, Authorized Employees will participate in various City committees, as a member of the committee.

7. Represent employees involved in critical incidents at the time of incident (e.g., shooting, personal injury related).

8. Participate in City-sponsored or City approved community projects.

9. As a means of controlling administrative and litigation costs associated with employee matters in a large and complex City and with the goal of resolving matters at the earliest possible stage, in coordination with management Authorized Employees may assist association members and management in matters related to employer/employee relations.

E. Requests for City Business Time

1. An association member who wishes to use City Business time must submit a written request as soon as the need for time is known but no later than 72 hours, if practical, in advance of the time requested to an individual designated by the Labor Relations Administrator. Any such request must specify what the time will be used for. A request for City Business time will be approved only if the activity has either a dual public/private purpose or an exclusively public purpose.
2. If a request is denied and the association member believes that the activity for which time was requested has public benefit, a dual public/private purpose or an exclusively public purpose, the union member may appeal that denial to the Human Resources Director whose determination is final and may not be grieved or appealed in any way.

F. Association Representatives

1. The Association may designate three (3) representatives. There shall be no obligation on a Department to change or adjust normal departmental scheduling or assignments of personnel.

2. Association representatives may attend mutually scheduled grievance, investigative, and disciplinary meetings and hearings with department representatives during duty hours by using the Bank of Donated Leave. Time spent during duty hours for any other association activity, such as gathering information, interviewing the grievant or witnesses, attending a union meeting, or preparing a presentation shall also be charged against the Bank of Donated Leave as described in Article 1, Section 1-4 C.

3. Association members may be authorized in advance in writing to engage in Association-related activities during duty hours on a non-paid basis by a Department Head at such time and in such instances when in the discretion of a Department Head such will not in any manner interfere with the efficient and economical operations of the Department nor adversely impact the level of services. If denied, the Department Head will provide justification in writing.

4. There shall be no use of City Business time for Association-related activities except as expressly authorized under Section 1-4.D. of Article 1. The Department shall maintain procedures to administer and control use of City Business time in conformity with the provisions of this Section.

G. No Gift Of Public Funds

In order to avoid even the appearance of “a gift of public monies to a private association,” Authorized Employees shall be prohibited from engaging in any of the following activity while on paid City Business:

1. Lobbying. This includes letter writing or telephone calls, unless approved or requested by the City Manager or designee.

2. Legislative Activity. This includes participating in the preparation or distribution of legislative proposals, unless approved or requested by the City Manager or designee.
3. Organizing. This includes preparing and/or distributing union related materials.

4. Civil Service Discipline. This includes the representation of any bargaining unit member in disciplinary matters before the Civil Service Board.

5. Meet and Discuss Negotiations. This includes any matters deemed to be a mandatory subject of negotiations.

6. Representation in grievance or disciplinary proceedings.

H. Consideration

Recognizing the work of the Authorized Employees as they carry out the above duties will require supervision, administrative oversight, transportation, office space, office supplies, administrative support, and liability coverage, ASPTEA agrees as follows:

1. At no cost to the City, ASPTEA agrees that it will provide per pay period activity and progress report(s) to a representative designated by the City.

2. At no cost to the City, ASPTEA will provide and pay for all costs associated with the transportation needs of the Authorized Employees as they carry out the duties identified in this agreement. Such costs will include providing an automobile, all maintenance associated with the automobile, liability insurance, and fuel expenditures.

3. At no cost to the City, ASPTEA will provide office space for the Authorized Employees as they carry out the duties outlined in this agreement.

4. At no cost to the City, ASPTEA will provide the needed, as determined by ASPTEA, office and communications equipment and services required by the Authorized Employees to successfully carry out their duties as outlined above. Such supplies equipment and services shall include the following: office telephones, cellular telephones, computers, fax machines, etc.

5. At no cost to the City, ASPTEA will provide any needed liability coverage for the Authorized Employees, including automobile liability.

6. At no cost to the City, ASPTEA will reimburse the Authorized Employees, as appropriate, for any costs incidental to the carrying out of the duties outlined by this agreement.
I. **Association Membership Dues Payroll Deduction**

The City shall deduct from the first pay warrants of Association members, in each month, the regular periodic Association membership dues, pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Association. Such deductions shall be made only when the Association member's earnings for a pay period are sufficient after other legally required deductions are made.

Authorization for membership dues deduction herein under shall remain in effect during the term of this Agreement unless revoked in writing by the member at any time during the year. The City shall, at the written request of the Association, make changes in the amount of dues deduction for the general membership.

The City shall provide the Association with **up to five** bulletin boards for its sole and exclusive use for posting of official Association literature that is not political in nature, abusive of any person or organization, or disruptive of the organization's operations at mutually agreeable locations. There are currently two (2) locations, one at City Hall and one at the Calvin Goode Building. **The other three locations will be determined by the Association.**

The Association shall have access to the City's intranet for purposes of accessing policies, and regulations necessary to conduct Association business.

*The Association will be allowed a reasonable amount of time to meet with new Unit 7 employees during the Human Resource Department New Employee Orientation to discuss the activities that are mutually beneficial to the City and the Community. Association representatives shall avoid the dissemination of information that is political in nature, abusive of any person or organization or disruptive of any Department’s operation. City business time will not be used for this purpose.*

Upon the Association’s filing of a Third Party Data Sharing agreement with the HR Department, the City shall provide electronically, at no cost, a list of data elements on a monthly basis. The Association agrees to use this information solely for the purpose of understanding and communicating with Unit 7 employees and will not share this information with other individuals or organizations.

**SECTION 1-5: RIGHTS OF UNIT 7 EMPLOYEES**

It is understood by the parties that the benefits granted by this section shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the employee’s work shift in pursuit of benefits provided by this section. No City Business Time may be used when acting as an association representative.
A. Representation

All Unit 7 employees have the right to have the Association serve as their meet and discuss representative without discrimination based on membership or non-membership in the Association or any other organization.

All Unit 7 employees shall have freedom of choice regarding representation or non-representation in dealings with the City concerning grievances, investigations, discipline, and matters pertaining to their individual employment rights and obligations.

All Unit 7 employees have the right to request and be granted representation during a management initiated investigatory interview when the employee is the subject of the investigation, or reasonably believes the interview or investigation will result in disciplinary action, and the employee is told by management that it could lead to disciplinary action. The City and the Association will obtain the most readily available Association representative. The Association representative will make every reasonable attempt to arrive within one hour of notification.

The Association 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 Association representative may not behave in a violent, verbally abusive, insulting, or demeaning manner.

B. Notice of Inquiries (NOI)

The following process remains within the authority and discretion of the City Manager.

As a matter of good Association-Management relations when management believes that it has a bona fide employment concern with a Unit 7 employee, the immediate supervisor can discuss and attempt to resolve the concern with the Unit 7 employee without issuing a Notice of Inquiry (NOI).

Should information be made known during this discussion that could result in discipline, the meeting should be stopped and the NOI process utilized. The Unit members have the right to request and be granted representation during the NOI process, as noted in 1-5A.

Any Unit 7 member responding to an NOI or any other City-initiated inquiry will be given up to one hour of City time to respond.

The interviewer may not prohibit the Association representative from engaging in representation, including assisting and consulting with the employee.
An employee under investigation will be notified every ninety (90) calendar days as to the current status of the investigation. Every thirty days (30 days, an employee under investigation can request a status update. At Management’s discretion, the status will be provided either verbally or in writing.

The City acknowledges that the specific items below were negotiated and agreed to in good faith during the Meet and Discuss process. The parties agree to meet and discuss on these items prior to any changes being implemented.

C. Written Reprimands & Suspensions

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.

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 using the term “discipline” or “reprimand.”

The City will work with ASPTEA to review and update training on Investigative and Disciplinary procedures and ensure that all supervisory personnel receive annual training.

D. Records Retention

All unit 7 employees shall have the right to examine their personnel files. No Unit 7 employee shall have any adverse statements entered into their personnel file without being notified in writing. The employee shall be requested to date and sign such adverse material, not as an indication of agreement, but solely as evidence of being advised of its existence and shall be given a copy. Should an employee refuse to sign, the supervisor shall indicate this by placing “REFUSED TO SIGN” in the employee signature field. The employee will be given an opportunity to attach a rebuttal to any adverse material within 7 business days of the time adverse material is presented, or 7 business days after final response to an appeal.

A unit 7 employee may request that their home department personnel files be purged of adverse and positive documents, and disciplinary documents moved to a section marked “Inactive” in the Central HR Department personnel file as outlined in accordance with the public records laws. The request to purge must be submitted in writing to the department head. It is recognized that personnel files include the Department/Division Personnel Files and the Human Resources Department Files.
Letters or memos of counseling (i.e. Supervisory Counseling) – Documents are to be kept in supervisor’s file only and shall be purged after one (1) year from the incident provided no further incidents of a similar nature occur during this one (1) year period from the incident.

Written Reprimand – Upon the employee’s written request, The City will purge any written reprimands over 3 years old from the employee’s home department personnel file and move them to a section marked “Inactive” in the Central HR Department personnel file if there have been no disciplinary actions for a three-year period preceding the request.

Suspension:(80 hours or less) - Upon the employee’s written request, The City will purge any discipline notices from the employee’s home department personnel file and move them to a section marked “Inactive” in the Central HR Department personnel file for suspensions of 80 hours or less, that are 10 years old if there have been no disciplinary actions during the period preceding the request.

Suspension (over 80 hours or involving violence, sexual harassment or criminal conduct regardless of conviction), Demotion, or Termination – These documents are exempt from purging and shall be retained in accordance with the City record retention schedule.

In the event documentation that is eligible for purging is not purged, it will not be considered in future disciplinary matters. Discipline over five (5) years old will not be considered in any process.

E. Performance Management Guide

Upon an employee’s written request, performance evaluations over 10 (ten) years old will be purged from that employee’s personnel file after 10 (ten) years as an active employee.

Provided the PMG is an overall “MET”, if an employee is not given her/his PMG by the annual review date the employee’s merit increase will be processed within twenty-one 21 calendar days following the above due date and be retroactive to the PMG annual review date.

If the PMG is expected to be an overall “Not Met”, the employee will be notified on or before the scheduled date of service (PMG due date), notwithstanding an unforeseen or pending administrative matter.

The city will work with ASPTEA to review and update training on Performance Management and ensure that all supervisory personnel receive annual training on Performance Management.
Any other part of the processes above remain within the authority and discretion of the City Manager.

SECTION 1-6: NEW POSITIONS/CLASSIFICATIONS

The Association may submit written requests for job classification studies to the Human Resources Department.

A. Written requests for classification studies will be prioritized by the Association for consideration by the Human Resources Department for inclusion in an annual classification study plan.

B. At least one (1) classification study request submitted by the Association shall be included in the overall Human Resources Department annual work plan.

C. The results of the audit of any classification study shall be subject to review by the City's Human Resources Committee in accordance with the provisions of Phoenix City Code and City procedures.

D. The City will inform the Association when Association requested classification studies are begun and will inform the Association of progress of the study.

E. Due to the continuing moratorium on classification and compensation studies and the recent citywide pay and benefits study which included a substantial number of Unit 7 job classifications, this provision (1-6 B above) has been suspended for the 2016 – 2019 MOA. The parties will revisit this provision during the next Meet and Discuss process.

ARTICLE 2: GRIEVANCE/ASSOCIATION - MANAGEMENT

SECTION 2-1: GRIEVANCE PROCEDURE

A Unit 7 employee may file a complaint in accordance with Administrative Regulation 2.61 concerning the interpretation or application of rules or regulations governing human resources practices, departmental work rules, working conditions, or alleged improper treatment of an employee, or violations of this Agreement, which has not been resolved satisfactorily in an informal manner between the supervisor and his immediate superior. Grievance meetings at the department level will be held at a mutual agreeable location between the City and ASPTEA, when practical. This City process remains under the authority and discretion of the City Manager.
SECTION 2-2: ASSOCIATION-MANAGEMENT COMMITTEE
There shall be an Association-Management Committee consisting of representatives of the Association and representatives of the City. The purpose of the Committee is to facilitate improved Association-Management relationships by providing a forum to discuss concerns and problems and to provide resolution or recommendations to potential issues or concerns. The Labor Relations Administrator and/or Deputy Director of Labor Relations will act as a facilitator for the Committee.

A. The Committee shall meet a minimum of 6 times per MOA year (Bi-Monthly) or at other mutually scheduled times. There will be 3 representatives on each side. **The purpose of the Association-Management Committee shall be to address policy items, administrative regulations, city-wide or department-wide concerns, health and safety, and other concerns that positively impact harmonious Association Management relations. Individual unit member issues are not appropriate for discussion with this committee.**

B. The chair of the committee shall be rotated between the members. The members shall, in advance of a meeting, provide the meeting’s chair with proposed agenda items, and the chair shall provide the members with the meeting agenda in advance of the meeting.

C. Representatives of the Association on the committee who are employees shall not lose pay or benefits for meetings mutually scheduled during their duty time. City Business time will be paid to Association Representatives for all scheduled meetings.

D. **Consensus recommendations will be forwarded to the Human Resources Director for consideration and/or approval for those items within the Human Resources Director’s authority. For items requiring City Manager approval, the Human Resources Director and Association President will meet with the City Manager.**

E. **The City will coordinate annual Labor Management training for representatives of the City and the Association Executive Board.**

F. **A subcommittee will be established to include the Human Resources Department, the Equal Opportunity Department and the Association, to discuss individual employee issues with regards to work assignments, out-of-class perceptions or other related topics.**
ARTICLE 3: COMPENSATION

The following sections are detailed in various documents including the pay ordinance and/or administrative regulations. Various sections of this MOA contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit member have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, etc.

SECTION 3-1: RATES OF PAY

A. In year one of this agreement, the economic value of concessions to be restored will equal 1.9%. The first year of the agreement will include the restoration (e.g. elimination) of 8 hours of furlough and the restoration of 2.02% of the deferred compensation concession (Section 3-13).

In year two of the agreement, the economic value of concessions to be restored will equal 1.0%. The second year of the agreement will include restoration of 1.31% of the deferred compensation concessions (Section 3-13).

In year three of the agreement, the economic value of concessions to be restored will equal 1.3%. The third year of the agreement will include restoration of 50% of the vacation sell back concession (Section 3-14); restoration of the remaining 0.86% of the deferred compensation concession and an increase to deferred compensation of 0.13%, for a total increase of 0.99% to deferred compensation during the third year of the agreement (Section 3-13).

B. MOA Reopener on Section 3-1. 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 Discuss in February 2018.

C. It is understood that for implementation purposes, the practice of rounding off fractional cents shall be done in accordance with universally accepted mathematical and accounting principles.
SECTION 3-2: PRODUCTIVITY ENHANCEMENT PAY

In recognition of continuous service and overall performance, the City agrees to implement the following Productivity Enhancement Pay formula for Unit 7 employees as outlined in AR 2.19:

A. FY 2016-2019 Productivity Enhancement Pay:

Pay Benefit for those unit employees who received payments during the 2013-14 fiscal year:

In July of each calendar year (paid the second pay period in the month of July of each calendar year), and November of each calendar year (paid the first pay period in the month of December of each calendar year), unit members who have completed at least seven years of continuous full-time service and who meet the additional qualifications of this section shall qualify for a semi-annual payment of one hundred dollars ($100) for each full year of continuous full-time service in excess of five (5) years, up to a semi-annual maximum of one thousand four hundred dollars ($1,400) and an annual maximum of two thousand eight hundred dollars ($2,800), at the completion of nineteen years (19) years.

In July of each calendar year (paid the second pay period in the month of July of each calendar year), and November of each calendar year (paid the first pay period in the month of December of each calendar year), unit members who have completed twenty (20) years or more of continuous full-time service shall qualify for one hundred twenty dollars ($120) for each full year of continuous full-time service in excess of five (5) years, up to a semi-annual maximum of three thousand dollars ($3,000) and an annual maximum of six thousand dollars ($6,000) at thirty years.

B. FY 2016-2019 Productivity Enhancement Pay – First Payment after June 30, 2014:

Pay Benefit for those unit employees who received their first payment after June 30, 2014:

Effective the first paycheck in July and the first paycheck in December of each year, unit members who have completed at least seven years of continuous full-time service and who meet the additional qualifications of this section shall be paid one hundred dollars ($100), pro-rated and included each pay period in the qualifying unit member’s regular paycheck, for each full year of continuous full-time service in excess of five (5) years, up to a semi-annual maximum of one thousand four hundred dollars ($1,400) and an annual maximum of two thousand eight hundred dollars ($2,800), at the completion of nineteen years (19) years.
Effective the first paycheck in July and the first paycheck in December of each year, unit members who have completed twenty (20) years or more of continuous full time service shall qualify for one hundred twenty dollars ($120), pro-rated and included each pay period in the qualifying unit member’s regular paycheck, for each full year of continuous full-time service in excess of five (5) years, up to a semi-annual maximum of three thousand dollars ($3,000) and an annual maximum of six thousand dollars ($6,000) at thirty years.

C. Qualifications:

The Productivity Enhancement Pay Program is described in AR 2.19, including the qualifications and payment schedule. An employee must have completed at least one (1) year of continuous full-time service at the top step in their pay range. Qualifications for Productivity Enhancement Pay are made in the base class and will not be affected by movement into or out of assignment positions. Productivity Enhancement Pay will not be affected by movements to positions within the same pay range.

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

An employee must have completed seven (7) years of continuous full-time service.

An employee must have achieved the overall “Met” performance rating on their latest scheduled performance evaluation on file in the Human Resources Department. For those employees who are otherwise eligible for Productivity Enhancement Pay who receive an overall “Not Met” evaluation, will receive another evaluation typically within ninety (90) days to one hundred twenty (120) days, and if that evaluation is an overall “Met”, they will be eligible for Productivity Enhancement Pay starting with the next qualifying date. An employee who receives an overall “Not Met” may appeal the evaluation up to the department head.

An employee must be on full time active status. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.
SECTION 3-3: OVERTIME (HOURLY EMPLOYEES)
The City’s overtime policy is governed by and compliant with the Fair Labor Standard Act.

Overtime does not apply to Unit 7 employees that are salaried (exempt). AR 2.21 describes the overtime policy.

Overtime is defined as time assigned and worked in excess of forty (40) hours in a seven (7) day work week. Paid sick leave shall not be considered as time worked for the purpose of calculating overtime for the regularly scheduled workweek.

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

Hourly (non-exempt) employees required to work over forty (40) hours per work week shall be paid by City payroll warrant at the rate of one and one-half times the regular rate of pay. With department head approval, employees may request to be paid by compensatory time off at one and one-half times the regular rate up to the maximum accumulation hours of compensatory time. Authorized overtime hours worked in excess of the maximum accumulation hours shall be paid in cash.

Department heads shall make the final decision on the method of payment, subject to the budgetary limitations and staffing needs. Such decisions must be made prior to the end of the work period in which the overtime was worked.

SECTION 3-4: COMPENSATORY TIME (HOURLY EMPLOYEES)
Maximum accumulation of compensatory time shall be 190 hours.

Compensatory time shall not be allowed to accumulate past the specified maximum. All overtime worked shall be compensated with cash payment when an employee has the maximum compensatory time on the record.

A Unit 7 employee may be paid for accumulated compensatory time credits.

Employees who are promoted into a salaried (exempt) class shall not be allowed to accumulate any additional compensatory time from the date of such promotion and may not carry over any previously accumulated compensatory time after the end of the calendar year in which they are promoted. In accordance with AR 2.21, they must either request to be paid for compensatory time remaining in their compensatory leave banks or use this time by the end of the current calendar year. If cash payment is approved for any of this accumulated compensatory time, it shall be paid at the hourly rate the employee was receiving just prior to promotion.
Any compensatory time remaining after the end of the current calendar year may be converted to vacation. If the employee’s vacation leave bank is at the maximum allowable amount, time will be converted to sick leave.

SECTION 3-5: CALL OUT PAY (HOURLY EMPLOYEES)

In accordance with AR 2.21, an eligible employee who is called out for work after going home from a shift, or who is called out for overtime work while on standby pay, shall be compensated with or receive call-out pay according to the following:

Three hours of pay at overtime rates plus 45 minutes of travel time.

Overtime for call-out shall begin when employees report to work and shall terminate after being relieved from duty. Where applicable, the travel time shall be included in the minimum guarantee and shall be paid only if the total work and allowed travel time exceed the minimum. Travel time shall not apply when the employee is working on overtime which was planned in advance. An employee requested to report early, before the normal starting time of the shift, shall not be eligible for travel time, but would qualify for overtime for the extra hours (if beyond 40 hours/week).

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

SECTION 3-6: OUT OF CLASS PAY

A Unit 7 employee who is temporarily required to serve in a regular authorized position in a higher classification shall be compensated at a higher rate of pay in accordance with AR 2.20.

A. To be eligible for the additional compensation, the Unit 7 employee must first accumulate ten (10) regular working shifts of assignment in the higher class within any twenty-four (24) month period; satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class assignment need not necessarily be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. The Unit 7 employee must be specifically designated in writing to perform out-of-class duties.

B. Temporary assignments out-of-class shall be recorded only in full shift units. A unit employee working out-of-class for six (6) hours or more in a given shift shall be credited with working out-of-class for the entire shift. No out-of-class credit shall be given for out-of-class work of less than the minimum (6) hours in any given shift.
SECTION 3-7: SICK LEAVE CONVERSION AT RETIREMENT
A Unit 7 employee who has accumulated a minimum of seven hundred and fifty (750) qualifying hours or more of accrued and unused sick leave at the time of retirement shall be paid an amount of compensation equal to twenty five (25%) of their base hourly rate for all hours in excess of two hundred and fifty (250) hours, in accordance with AR 2.441.

SECTION 3-8: NIGHT SHIFT DIFFERENTIAL
The City acknowledges that in the items below, the rates of pay were negotiated and agreed to in good faith during the Meet and Discuss process. The parties agree to meet and discuss on these items prior to any changes being implemented.

In accordance with AR 2.21, Hourly (non-exempt) Unit 7 employees shall receive one dollar thirty cents ($1.30) per hour in addition to their hourly rate of pay when their regular work schedule includes a night shift which ends at or after 9:00 p.m. (2nd shift) or works hours between midnight and 3:00 a.m. (3rd shift).

Salaried (exempt) Supervisory/Professional employees shall receive a night shift differential premium of fifty-two dollars ($52) per week when their regular work schedule includes a minimum of three (3) scheduled night shifts a week.

Regular work schedule: set in advance of the scheduled work week and is expected to last at least two (2) pay periods. Any changes in work schedules lasting less than 2 pay periods will not qualify for the shift differential.

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

Any other part of the section above remains within the authority and discretion of the City Manager.

SECTION 3-9: WEEKEND SHIFT DIFFERENTIAL
The City acknowledges that in the items below, the rates of pay and weekend shift start time for 10 hour shifts were negotiated and agreed to in good faith during the Meet and Discuss process. The parties agree to meet and discuss on these items prior to any changes being implemented.

In accordance with AR 2.21, hourly (non-exempt) unit 7 employees shall receive sixty cents ($0.60) per hour in addition to the base hourly rate of pay and any other shift differential or any other evening or night shift differential they may be receiving for a regular work schedule which includes a weekend shift.
Salaried (exempt) unit 7 employees shall receive four dollars and eighty cents ($4.80) per shift in addition to the base hourly rate of pay and any other evening or night shift differential they may be receiving for working a regularly scheduled weekend shift.

Regular work schedule: set in advance of the scheduled work week and is expected to last at least two (2) pay periods. Any changes in work schedules lasting less than 2 pay periods will not qualify for the shift differential.

A designated weekend shift is defined as any shift that starts on or after 2:00 p.m (noon for ten (10) hour shifts), on Friday, and continuing through any shift that starts on or before, but not after 11:59 p.m., on Sunday. Employees 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. Weekend shift differential does not apply to employees working a part-time shift.

Any other part of the section above remains within the authority and discretion of the City Manager.

SECTION 3-10: STAND-BY PAY (HOURLY EMPLOYEES)

The City acknowledges that in the item below, the rate of pay was negotiated and agreed to in good faith during the Meet and Discuss process. The parties agree to meet and discuss on this item prior to any changes being implemented.

In accordance with AR 2.21, when an hourly (non-exempt) Unit 7 employee is required to be available for immediate emergency call-back at times when the employee is not otherwise on duty, the employee shall be compensated for such stand-by hours that they remained available at three dollars and twenty-five cents ($3.25) per hour.

Salaried (exempt) employees shall not be eligible for stand-by pay.

Any other part of the section above remains within the authority and discretion of the City Manager.

SECTION 3-11: SHOW-UP TIME (HOURLY EMPLOYEES)

This benefit, provided by the City, remains within the authority and discretion of the City Manager.
In accordance with AR 2.23; except in emergencies, an hourly employee who is scheduled to report for work, has not been notified to the contrary, and presents himself for work as scheduled, shall be paid for at least four (4) hours at the hourly or applicable rate of pay. If work on the employee's regular job is not available for reasons beyond their control, the City may, at the City's discretion, assign the employee substitute work.

Hourly (non-exempt) employees who start work and are later compelled to stop because of inclement weather or other conditions beyond their control shall be paid for the hours they work, but they shall be paid for not less than four (4) hours at the straight time rate. Employees may request the use of accumulated compensatory or vacation leave time to cover the balance of their regular scheduled work shift.

SECTION 3-12: JURY AND WITNESS DUTY PAY

The City acknowledges that in the items below, the third and fourth paragraphs addressing work shift/schedules were negotiated and agreed to in good faith during the Meet and Discuss process. The parties agree to meet and discuss on these items prior to any changes being implemented.

In accordance with AR 2.24; an employee that is called to serve as a juror or witness in any court action shall be allowed a paid leave of absence for the time actually required for such service and may retain jury or witness pay. Authorization for such leave shall be granted by the employee's department or division head upon examination of the subpoena or summons calling the employee to service. Paid witness leave shall not be allowed when the employee appears as an expert witness for a fee, if such appearance is not as a result of official duties with the City. Paid witness leave shall not be allowed when the employee is the defendant, plaintiff or voluntary character witness in a court action.

Employees subpoenaed to appear as a witness in court as a result of their official duties or their status as a City employee shall return all fees tendered for such service to the City of Phoenix through their department or division head.

Subject to operational and scheduling needs, Unit 7 employees whose regular work shift is worked after 5 p.m. and prior to 8 a.m. may be allowed by management to be assigned to the day shift during the period of jury duty service.

Subject to operational and scheduling needs, Unit 7 employees whose non-traditional work schedules include N-Days may be allowed by management to be provided an alternate N-Day during the pay week for Hourly (non-exempt) employees or pay period for Salaried (exempt) employees, when the date of jury service falls on the employee’s regularly scheduled N-Day.
Any other part of the section above remains a benefit provided by the City, and within the authority and discretion of the City Manager.

SECTION 3-13: 401(A) DEFINED CONTRIBUTION PLAN AND 457 DEFERRED COMPENSATION

The City will contribute a percentage of the employee’s base annual salary to the City sponsored 401 (a) Defined Contribution Plan as follows:

Prior to the start of this agreement, the City was contributing 1.91% of each unit member’s monthly gross wages to the City’s 401(a) Defined Contribution Plan (DCP). The City will increase the DCP percentage as follows: 2.02% in 2016-17 (for a total of 3.93%); 1.31% in 2017-18 (for a total of 5.24%); and, 0.99% in 2018-19 (for a total of 6.23%).

The administration of this benefit is consistent with DCP Board directives and relevant IRS code.

If contributions from all other sources exceed the annual federal maximum allowed for a defined contribution plan in a given calendar year, the excess City contributions for such an employee will automatically be contributed to the City-sponsored 457 Deferred Compensation Plan if the annual federal maximum allowed for a deferred compensation plan for a given calendar year has not yet been reached by that employee. If the annual federal maximum for a given calendar year is reached by an employee in both of these plans prior to the end of a given calendar year, those excess City contributions will be converted to taxable wages for the remainder of that calendar year.

SECTION 3-14: VACATION SELL BACK

Unit seven (7) employees may be paid twice per year up to a maximum of 80 hours of accumulated vacation time each year, to be paid on the last paycheck of May or November, contingent upon their using a minimum of 80 hours of vacation/compensation time during the same calendar year. Hours can be paid either 40 each in May and November or 80 in November. Employees must use 40 hours of vacation in order to be eligible for the May payment.

A 50% restoration of this benefit was effective with the 2012-14 Agreement and will remain partially suspended for the first and second years of the 2016-19 Agreement. For fiscal years 2016-17 and 2017-18, Unit seven (7) employees may be paid once per year up to a maximum of 40 hours of accumulated vacation time each year, to be paid on the last paycheck of November, contingent upon their using a minimum of 40 hours of vacation/compensation time during the same calendar year. The remaining 50% restoration of the vacation sell-back benefit will be effective in
fiscal year 2018-19, at which time, employees may be paid twice per year as noted in the first paragraph above.

ARTICLE 4: WORK SCHEDULES

SECTION 4-1: HOURS OF WORK

The City acknowledges that in the items below, paragraph D was negotiated and agreed to in good faith during the Meet and Discuss process. The parties agree to meet and discuss on this item prior to any changes being implemented.

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

B. The work week for regular full-time Unit 7 employees shall consist of five (5) consecutive work days in a seven (7) day pre-established work period, except in those operations utilizing an alternative work schedule.

C. Departments may develop variable working hour plans, in accordance with AR 2.14, which provide the greatest service to the public and best meet departmental operating requirements. The Association will be notified of changes.

D. The City will provide seven (7) calendar days advance notice to employees when changes to permanent work schedules are made, or work locations are changed. If the Department deems the change in schedule or work location as an emergency, (defined as service demands or other circumstances that require immediate action to accomplish the mission of the department) the days of notice may be reduced. Employees may request to be changed to another work schedule, or work location when an opportunity becomes available. Assignments will be made in accordance with the Personnel Rules.

Seniority shall be used as a factor, consistent with Personnel Rule 14, in choice of training, work assignments, vacation schedules, and in the determination of layoffs.

For the purposes of establishing a bump-bid process, the Association Management Committee will meet during the term of this agreement for appropriate positions in the Aviation, Convention Center, Fire, Library, Parks, Police, Public Works, Streets, and Water departments for positions that require shift and weekend assignments, if feasible.
Any other part of the section above remains a benefit provided by the City, and within the authority and discretion of the City Manager.

SECTION 4-2: REST & LUNCH PERIODS
This benefit, provided by the City, remains within the authority and discretion of the City Manager.

A. In accordance with AR 2.14, two (2) paid non-work periods of fifteen (15) minutes during the above scheduled work shifts shall be permitted, whenever operationally feasible, to promote the health, safety and efficiency of employees on the job.

B. Employees shall be allowed to cease work for a lunch period to be specified by department heads and shall not be paid for that time. The lunch period will ordinarily last for 30 minutes or one hour. Activities of hourly employees during non-work lunch periods shall not be subject to any unreasonable restrictions.

ARTICLE 5: BENEFITS

SECTION 5-1: HEALTH INSURANCE

A. The City and Association agree to maintain the current 80/20 split for health insurance for both single and family coverage. If there is a rate increase or decrease, the City shall pay 80% of the new monthly contribution and the employee will pay 20%.

B. The City agrees to the continuation of a Health Care Task Force for the purpose of studying existing plans and to explore alternative plans. The Committee shall include representatives from the City and various employee groups including one ASPTEA representative.

C. See Section 5-10C for MERP information.

D. In accordance with AR 2.451, in the event of a “Line of Duty” or Commuting death, the City will pay 100% of the Family Medical premium for the surviving spouse, domestic partner, and/or children.

SECTION 5-2: DENTAL INSURANCE

The City shall pay the full the premium costs for single coverage. The City shall pay seventy-five percent (75%) of the premium costs for family coverage for a City dental plan.
SECTION 5-3: LIFE INSURANCE

The City acknowledges that in paragraph A below, the death-in-line-of-duty insurance face value amount was negotiated and agreed to in good faith during the Meet and Discuss process. The parties agree to meet and discuss on this item prior to any changes being implemented.

A. In accordance with AR 2.43, the City will provide at no cost to Unit 7 employees on-the-job and off-the-job life and dismemberment insurance with a face value equivalent to the employee's base annual salary rounded up to the next one thousand dollars ($1,000) or twenty-five thousand dollars ($25,000), whichever is greater; in addition, the City will also provide death-in-the-line-of-duty insurance with a face value of seventy-five thousand dollars ($75,000).

B. The City will provide to each Unit 7 employee an additional $200,000 death benefit covering the Unit 7 employee's commute to and from their City work location. (Commuter Policy) This policy will cover the Unit 7 employee's commute for up to two hours before their shift begins, and two hours after their shift concludes.

C. In accordance with AR 2.45, the designated beneficiary of a Unit 7 employee will be paid for all accumulated sick leave hours that remain on the City's official file at the time of a line-of-duty death of the Unit 7 employee and payment will be based upon the Unit 7 employee's base hourly rate of pay at the time of death. The beneficiary shall be that person designated on the Employee Declaration of Beneficiary card for the City of Phoenix Group Life Insurance Program on file in the City Human Resources Department.

Any other part of the section above remains within the authority and discretion of the City Manager.

SECTION 5-4: LONG TERM DISABILITY INSURANCE

In accordance with AR 2.323, the City will offer a long-term disability benefit for all regular full-time unit employees. Employees who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible for long term disability coverage. The benefit will provide up to sixty-six and two-thirds percent of the employee's basic monthly salary at the time disability occurs and continuing until age seventy-five (75) for employees who have been employed full-time for 36 months and one day. Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long term disability benefit for no more than thirty (30) months.
The administration of this benefit and eligibility determination remains within the authority and discretion of the City Manager.

SECTION 5-5: HOLIDAYS

A. The City agrees to incorporate into the Agreement the benefits provided under AR 2.11, as amended, to indicate the following holidays.

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

New Year’s Day    January 1
Martin Luther King’s Birthday  Third Monday in January
President’s Day    Third Monday in February
Cesar Chavez Birthday  March 31
Memorial Day        Last Monday in May
Independence Day    July 4
Labor Day          First Monday in September
Veteran’s Day       November 11
Thanksgiving Day    Fourth Thursday in November
Friday after Thanksgiving Day
Christmas Eve       Four (4) hours*
Christmas Day       December 25
Personal Leave Days 3 days/24 hours (see section 5-9J)

* THE CHRISTMAS EVE HOLIDAY IS GRANTED ONLY WHEN DECEMBER 24TH FALLS ON THE EMPLOYEES REGULARLY SCHEDULED WORK DAY.

B. When a holiday listed above falls on Sunday, it shall be observed on the following Monday, and when a holiday herein falls on a Saturday, it shall be observed on the preceding Friday, except that the Library Department may observe such holidays on Saturday. In the case of continuous or seven day operations, holidays shall be observed only on the calendar days on which they actually fall.

C. Hourly (non-exempt) employees shall receive additional compensation at one and one-half times the regular rate of pay for each hour worked on a holiday, to a limit of eight hours worked, in addition to their regular pay for eight hours.

An hourly employee working in a continuous operation whose regularly scheduled day off falls on a holiday and who volunteers to work a regular shift shall be compensated eight hours for the holiday, plus time and a half for each
hour worked. An hourly employee working in a continuous operation whose regularly scheduled day off falls on a holiday and they are called in to work or scheduled to work a mandatory regular shift, they shall be compensated eight hours for the holiday, plus time and a half for each hour worked, plus compensatory time for each hour worked to a maximum of eight hours.

D. Salaried (exempt) employees shall receive no cash payment, or compensatory credit when required to work on a holiday. Employees will be allowed to choose, subject to operational need, a substitute holiday when directed to work a full shift on a holiday. Substitute holidays must be taken in full shifts and prior to the end of the next pay period following the holiday worked.

SECTION 5-6: UNIFORM ALLOWANCE

A. The City will provide uniforms for Unit 7 employees in designated departments identified in AR 2.71 and to Unit 7 employees who are currently being issued City uniforms at no cost as of the date of this Agreement.

B. Unit 7 employees of the Fire Department who are directed by the Fire Chief to maintain a prescribed uniform shall be entitled to an annual allowance of six hundred twenty-five dollars ($625) to seven hundred twenty-five dollars ($725) depending on assignment in accordance with A.R. 2.261.

C. Full-time Municipal Security Guards designated as Unit 7/Supervisory and Professional, shall receive an annual uniform allowance of seven hundred twenty-five dollars ($725) in accordance with A.R. 2.261.

D. Payment of the annual uniform allowance will be made on or about August 1 and shall be for the period of July through June.

E. New Unit 7 employees will receive the initial uniform allowance equal to one-twelfth of the annual allowance for each month, starting with the first month in which they are directed to wear and maintain a uniform to the end of the fiscal year. This payment will be made in a lump sum within sixty days of the date the employee is directed to maintain the uniform.

F. Employees who leave City employment shall repay to the City the uniform allowance equal to one-twelfth of the annual allowance per month for each month remaining in the fiscal year after the last day of the month in which the separation occurs. Provided, however, that the employee who retires during the period from the end of February through the end of the fiscal year will not be required to repay the uniform allowance.
G. An employee who has been on extended leave (paid or unpaid) of two months or longer shall have the next annual uniform allowance reduced by one-twelfth of the annual allowance for each month of extended leave.

SECTION 5-7: EDUCATIONAL REIMBURSEMENT

The City acknowledges that paragraph A below was negotiated and agreed to in good faith during the Meet and Discuss process. The parties agree to meet and discuss on this item prior to any changes being implemented.

A. Tuition Reimbursement

In accordance with AR 2.51, the maximum amount reimbursable for tuition in a fiscal year is $6,500. For the 2016-2019 fiscal years, an employee may submit tuition expenses incurred in the prior fiscal year such that the total reimbursement does not exceed $13,000 across a two-year period.

B. Seminars, Workshops and Professional Memberships

Employees may use $1,000 of their educational reimbursement benefit for department-approved, job-related professional memberships, or to attend job-related seminars/workshops in accordance with A.R. 2.51.

1. Employees may use $175 of their tuition reimbursement benefit for required books, media and lab fees.

2. With Human Resources Department approval, payment can be made directly to a vendor for a seminar/workshop registration, airfare, and/or professional membership, if the total cost is $100 or more.

Any other part of the section above remains a benefit provided by the City, and within the authority and discretion of the City Manager.

SECTION 5-8: MILEAGE AND TRANSPORTATION RELATED BENEFITS

A. All regular full-time and part-time Unit 7 employees will receive, upon request, a City issued bus pass (100% subsidy) at no cost to the employee.

B. Employees required and authorized to use their private vehicle on City business and who have provided proof of appropriate insurance as required by City regulations shall be compensated at the federal Internal Revenue Service regulated rate per mile or as determined by the City Manager pursuant to A.R. 6.21.
C. Cab vouchers will be provided under the Emergency Ride Home Program for employees who ride the bus, carpool, vanpool, bike, or walk to and from work at least one day a week.

SECTION 5-9: LEAVES OF ABSENCE

General Requirements

These benefits, provided by the City, remain within the authority and discretion of the City Manager.

The City’s leave policies and benefits are outlined in detail in AR 2.30 and Personnel Rule 15. Employees should refer to these documents for additional information.

Employees must attend work on a regular basis. Attending work is an essential function of every job. An acceptable record of no more than six unscheduled absences in any twelve-month period will meet City attendance standards. Employees are responsible for managing their leave time (sick and vacation leave banks) appropriately and for communicating with their supervisors about absences. Three instances of tardiness will equal one unscheduled absence, after discussion in Association Management with each department for implementation on or before January 1, 2017.

Salaried employees exempt from the Fair Labor Standards Act (FLSA), are not eligible for overtime compensation, and generally do not incur deductions from their compensation for absences from work of less than one full work day unless the absence is covered by the Family Medical Leave Act. If a salaried employee is absent for less than half of the work day, leave balances are not reduced. If the employee is absent for one half of the work shift or more, a full day of leave is deducted from the employee’s leave bank. As with all absences, supervisory approval is required in advance whether or not leave banks are reduced.

All leaves of absence for personal illness of the employee; for the birth, adoption, or foster placement of a child; or for the care of a spouse, child, or parent of the employee when those family members have a serious health condition shall be integrated with the leave requirements of the Family and Medical Leave Act of 1993.
A. Vacation Leave

In accordance with Personnel Rule 15, vacation accrual, carryover, and separation payout shall be governed by the following table:

<table>
<thead>
<tr>
<th>YEARS SERVED</th>
<th>MONTHLY ACCRUAL</th>
<th>MAXIMUM CARRYOVER</th>
<th>PAYOUT</th>
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<tbody>
<tr>
<td>0-5</td>
<td>8 hrs/1day</td>
<td>192 hrs/24 days</td>
<td>240 hrs/30 days</td>
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<tr>
<td>6-10</td>
<td>10 hrs/1.25 days</td>
<td>240 hrs/30 days</td>
<td>300 hrs/37.5 days</td>
</tr>
<tr>
<td>11-15</td>
<td>11 hrs/1.375days</td>
<td>264 hrs/33 days</td>
<td>330 hrs/41.25 days</td>
</tr>
<tr>
<td>16-20</td>
<td>13 hrs/1.625 days</td>
<td>312 hrs/39* days</td>
<td>390 hrs/48.75 days</td>
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<tr>
<td>21+</td>
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<td>360 hrs/45 days</td>
<td>450 hrs/56.25 days</td>
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</table>

** In the table above, hourly (non-exempt) employee time is reflected by hours. Salaried (exempt) employee time is reflected by days.

Unit 7 employees may contribute accrued vacation and compensatory time to other employees in accordance with City policy governing contributions of leave for serious illness or injury of employee or their immediate family member.

After July 1, 2016, July 1, 2017 and July 1, 2018, every unit member will receive three (3) hours of vacation time, in addition to their other annual accruals, added to their vacation leave. **Existing recurrent annual donations will be honored until rescinded by the employee.**

B. Bereavement Leave

In accordance with Personnel Rule 15g, a full-time employee may be allowed paid leave time for the purpose of attending to family needs that arise in connection with the death of a member of the employee's immediate family. Refer to Personnel Rule 15g for the definition of "immediate family".

The duration of the paid bereavement leave shall not exceed three working days. Additional air travel time shall be allowed when the burial occurs out of state and the employee travels to that location.

C. Family Leave

Dependent Care – Unit 7 Employees shall be allowed to use vacation or compensatory time for up to five dependent care incidents per calendar year, not to exceed a total of 40 hours within that calendar year, without this leave being considered a negative factor when evaluating attendance and job performance.
Unit 7 Employees may use up to one shift (8 to 10 hours) of accumulated and authorized sick leave for home care of an immediate family member due to non-emergency illness or injury (BO).

Emergency Family Care - Unit 7 Employees may use up to one shift (8 to 10 hours) of accumulated and authorized sick leave for the employee to make arrangements for the care of an immediate family member who experiences a sudden illness or accident, which is non-life threatening, if that person is dependent on the employee for care (BN).

An employee may use up to five days or 40 hours of sick leave per incident for the life threatening illness or injury (BN) of an immediate family member.

Members of the immediate family are defined as: mother, father, spouse, child, stepchild, brother, or sister of the employee, or qualified / registered domestic partner. A relative, who, because of family circumstances has been a parent substitute to the employee, may be considered a substitute for mother or father in this definition.

Employees shall be limited to a maximum of seven incidents per calendar year of the combination of (EXCLUDING FMLA):

- Dependent care absences (vacation or comp time)
- Family emergency absences (BN – sick leave)
- Absences for the home care or medical treatment of an immediate family member (BO – sick leave)

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

D. Jury Duty Leave

In accordance with AR 2.24, an employee that is called to serve as a juror or witness in any court action shall be allowed a paid leave of absence for the time actually required for such service and may retain jury or witness pay. Authorization for such leave shall be granted by the employee’s department or division head upon examination of the subpoena or summons calling the employee to service. Paid witness leave shall not be allowed when the employee appears as an expert witness for a fee, if such appearance is not as a result of official duties with the City. Paid witness leave shall not be allowed when the employee is the defendant, plaintiff or voluntary character witness in a court action.
E. Military Leave

In accordance with The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and the Arizona Revised Statutes (ARS 26-168) an employee with competent written military orders shall be granted paid leave up to a maximum of 30 scheduled work days (equivalent to 240 hours) in any 24 consecutive months. All employees shall be placed on a five (5) consecutive eight (8) hour work days during the period of military leave, paid or unpaid to ensure equality of treatment city-wide.

The employee returning from military leave shall be reinstated to his position upon his request and presentation of his military termination papers to the Human Resources Director if he is physically fit to perform the duties of his former position. If his former position is no longer in existence, he shall be entitled to such employment or reinstatement rights as his seniority and performance rating entitle him. He shall be allowed ninety days to report to his department head for duty after the date of his discharge or proper release from the Armed Services.

Employees on military leave of absence may be awarded a merit increase, provided they have completed probation and had a record of meeting job performance standards prior to their military leave of absence. Additional benefits and requirements are as identified under AR 2.39.

F. Sick Leave

In accordance with Personnel Rule 15 and A.R. 2.30, sick leave shall be allowed when an employee is too ill or injured to be able to work safely. Minor ailments, which would not affect the safety of persons or property or endanger the health of other persons while performing job duties, do not qualify an employee for sick leave.

Every full-time hourly employee who works a schedule at full-time, fifty-two weeks of the year shall accrue sick leave credits at the rate of ten hours for each month of paid service. Salaried employees shall accrue sick leave credits at the rate of a day and one-quarter for each month of paid service. Sick leave credits shall accrue without limitation.

G. Voting Time Off

In accordance with AR 2.16, employees who are registered voters may be allowed time off to vote in city and state elections. This does not apply to elections that are limited to bond issues, referenda, or similar issues. The maximum paid time off allowed will be the time necessary to provide three consecutive free hours between the opening of the polls and the start of work, or the end of work and the closing of the polls. Employees must request permission for the time off from their supervisor at least three days prior to the day of the election.
H. Family Medical Leave

The Family and Medical Leave Act (FMLA) enacted 1993, entitles employees up to 12 weeks of leave per calendar year for specific family and medical reasons provided they have met the eligibility requirements. The City's obligations under FMLA are subject to specific federal regulations. Employees are encouraged to seek guidance from their department Human Resources Officer, the Human Resources Department, or their supervisor. In addition they can read about the City’s policy in A.R. 2.143.

The City and Association have discussed and agreed upon the following items within this section:

I. Educational Leave

All Unit 7 employees shall be entitled to receive 2 days or 16 hours of annual educational leave. This time will be added to the employee's vacation accrual at the beginning of the first pay period in July. For record keeping purposes, this time will be subject to the restrictions and authorization requirements of the vacation rules.

J. Personal Leave

Employees designated as hourly (non-exempt) Supervisory/Professional shall have a total of 24 hours of Personal Leave each calendar year. Employees designated as salaried (exempt) Supervisory/Professional, shall have a total of three (3) Personal Leave days each calendar year.

This leave time is converted to vacation leave banks. This time does not alter the maximum carryover of vacation hours outlined in AR 2.18.

An employee's personal leave days may be taken on any day of the employee's choosing after completion of six (6) months' service, subject to operational and scheduling factors.

SECTION 5-10: RETIREMENT PROGRAM

A. Retirement benefits are governed by the provision of the Phoenix City Charter as approved by the voters and are not subject to the provisions of this Agreement. The Phoenix City Charter provisions should be reviewed for the specific retirement benefits provided to City employees.

B. Credited service for unused sick leave will exclude any sick leave hours compensated through the Sick Leave Payout Program, A.R. 2.441.
C. The City shall provide the Basic Medical Reimbursement Plan (MERP) benefits to MERP eligible Unit retirees and to those employees who are hired before August 1, 2007 and are eligible to retire no later than August 1, 2022 (the date of an individual's retirement eligibility was determined on August 1, 2007), at no less than $202.00 (two hundred and two dollars) per month.

Employees hired on or after August 1, 2007, regardless of years of service, may qualify for a Post Employment Health Plan (PEHP) account.

An additional MERP supplement of $100 will be paid to unit employees who retire on or after July 1, 2007 and are within 15 years of becoming retirement eligible as of August 1, 2007 and who choose the City’s family coverage. This additional MERP amount will be paid until there is a reduction in premium as the result of Medicare eligibility for the retiree or any covered family member.

Any unit employee who retires on or after July 1, 2009, and is eligible to receive MERP, as determined on August 1, 2007, will receive this additional MERP amount for either family or single coverage until there is a reduction in premium as the result of Medicare eligibility for the retiree or any covered family member. Changes from family to single coverage for retirees who retired prior to July 1, 2009 are not eligible for the additional $100 MERP supplement. The additional MERP supplement is a credit applied directly to the retiree’s premium deduction.

SECTION 5-11: MISCELLANEOUS BENEFITS

These benefits, provided by the City, remain within the authority and discretion of the City Manager.

Unit 7 employees are eligible for other benefits such as but not limited to: counseling, career consultation, job information, mortgage assistance, service awards, and employee suggestion program. More information regarding these benefits can be found in the City of Phoenix Pay Plan, Benefits Reference Guide, or online in the Employment Section of the city’s web site, Phoenix at your Fingertips.

Additional policy information can be accessed through the intranet, on the Inside Phoenix page, Employment/Supervisor Services / Personnel Policy Reference List.

SECTION 5-12: CDL RENEWAL

Employees will be allowed City time to renew their CDL license and or related endorsements and will be reimbursed for such renewal fees which will include the HAZMAT background screening fee.
ARTICLE 6: MISCELLANEOUS

SECTION 6-1: SAVING CLAUSE

A. If any Article or Section of this Agreement should be held invalid by operation of law or by final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them, shall meet and discuss and endeavor to agree on a substitution provision or that such a substitute provision is not indicated.

B. In the event the decision of the court in Cheatham, et al v. Gordon, is stayed, reversed, vacated or otherwise not given effect in whole or in part, by any court, then the City and ASPTEA will meet and discuss any modifications to this memorandum that arise from changes made by the ruling of the court.

It is recognized by the parties that this agreement shall be administered in compliance with appropriate provisions of the Fair Labor Standards Act as may be amended.

SECTION 6-2 (DELETED – no longer applicable)

SECTION 6-3: TERM AND EFFECT OF AGREEMENT

A. This Agreement shall remain in full force and effective July 1, 2016 - June 30, 2019. In compliance with the Meet and Discuss Ordinance (Phoenix City Code Chapter 2, Article XVII, Division 2), as may be amended, the parties will comply with Section 2-233 (Failure to reach agreement; procedure) and the City Manager will take such action as he deems is in the public interest prior to the expiration of this agreement.

B. Except as expressly provided in this Agreement, the City shall not be required to meet and discuss concerning any matter, whether covered or not covered herein, during the term or extensions thereof.

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

D. The lawful provisions of this Agreement are binding upon the parties for the term thereof. The Association having had an opportunity to raise all matters in connection with the meet and discuss proceedings resulting in this Agreement is precluded from initiating any further meeting and discussing for the term thereof relative to matters under the control of the City Council or the City Manager.
E. This Agreement constitutes the total and entire agreements between the parties and no verbal statement shall supersede any of its provisions.
ATTACHMENT A

IN WITNESS WHEREOF, the parties have set their hands this _16__ day of June, 2016

Jason Stokes, President ASPTEA

Fred Verdugo, Deputy Human Resources Director, City of Phoenix

Ed Zuercher, City Manager, City of Phoenix

ATTEST:

Cris Meyer, City Clerk, City of Phoenix

APPROVED TO FORM:

Acting City Attorney, City of Phoenix

ASPTA Team:
Jason Stokes, President/Chief Rep
Colleen Ostrander, Vice President
David Nieto, Treasurer
Beth Benning, Secretary
Lisa Huggins-Hubbard, Director
Donna May, Director
Joe Niles, Director
Ron Ramirez, Director

City of Phoenix Team:
Cindy Bezaury, Assistant HR Director/
Labor Relations Administrator
Fred Verdugo, Deputy HR Director
Rob Sweeney, Asst Chief Information Officer
Ginger Spencer, Asst Public Works Director
Jill Celaya, Police Administrator
Theresa Faull, HR Management Assistant II
Courtney Rogers, HR Senior HR Analyst

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ATTACHMENT B

PILOT PROGRAM

The parties have agreed to work together on a pilot process that allows Association Board members who are designated as Salaried (exempt) to not be required to submit PU leave requests for time spent at ASPTEA Board meetings, as long as that time is flexed, subject to supervisory approval, by the end of the pay period. Any other flex time requested by the employee should be handled in accordance with City policies and supervisory approval.

In order for the City to document that an Association Board member did not use City time to attend an ASPTEA Board meeting, the parties have agreed to the following steps:

- ASPTEA will provide Labor Relations a schedule of all ASPTEA Board meetings
- Prior to the Department granting approval for an Association Board member to flex his/her schedule to attend a specific ASPTEA Board meeting, ASPTEA must notify Labor Relations of the following:
  - the name(s) of the Association Board member(s) requesting to flex his/her work schedule and the name of the Association Board member(s) supervisor
  - the date and time of the Board meeting the Association Board member(s) will be attending
  - the amount of time away from work the Association Board member(s) is requesting to be flexed
- The ASPTEA Board member must have supervisory approval to flex his/her schedule.
- In the week following the pay period in which the ASPTEA Board meeting occurred, Labor Relations will send an email to the Association Board member(s) supervisor requesting verification that the Association Board member worked at least 80 hours in the pay period in which the ASPTEA Board meeting occurred and the employee’s schedule was flexed.
- If any of the steps in the above process are not followed, or if by the end of the following pay period of when the Board meeting occurred, confirmation cannot be obtained from a Board member's supervisor that the employee’s
scheduled was flexed, ASPTEA will submit a PU request for the time the employee was away from his/her work site.

At the conclusion of 6 months, the parties will meet to determine if the pilot should be continued, expanded or eliminated. The Human Resources Director will be the final authority.
ADDENDUM
Association Management Discussion Items

Section 1-4.C: Bank of Donated Leave

- The maximum number of hours that may be donated by any Unit member is forty (40) hours, per fiscal year.

Section 1-4.I: Bank of Donated Leave

- The Association shall have access to the City’s intranet, including City email and calendaring for purposes of accessing policies, and regulations necessary to conduct Association business. The City will provide technical support at no cost upon the request of ASPTEA for issues related to the City’s intranet, email and calendaring.

Section 2-2.F: Association Management Committee

- A subcommittee will be established to include the Human Resources Department, the Equal Opportunity Department and the Association, to discuss individual employee issues with regards to work assignments, out-of-class perceptions or other related topics.

Section 3-3: Overtime (Hourly Employees)

- Hourly (non-exempt) employees required to work over forty (40) hours per work week shall be paid by City payroll warrant at the rate of one and one-half times the regular rate of pay. With department head approval, employees may request to be paid by compensatory time off at one and one-half times the regular rate up to the maximum accumulation hours of compensatory time. Authorized overtime hours worked in excess of the maximum accumulation hours shall be paid in cash.

- Salaried employee who work more than 50 hours per week will be entitled to be paid premium pay.

Section 3-10:

- Exempt employees who are required to be available for call-out shall receive 1 hour of flex time per month for each day they are required to be available.
Section 4-1.D: Hours of Work

- For the purposes of establishing a bump-bid process, the Association Management Committee will meet during the term of this agreement for appropriate positions in the Aviation, Convention Center, Fire Library, Parks, Police, Public Works, Streets, and Water departments for positions that require shift and weekend assignments, if feasible.

For Discussion with Departments

Section 5-9: Leaves of Absences

Employees must attend work on a regular basis. Attending work is an essential function of every job. An acceptable record of no more than six unscheduled absences in any twelve-month period will meet City attendance standards. Employees are responsible for managing their leave time (sick and vacation leave banks) appropriately and for communicating with their supervisors about absences. **Three instances of tardiness will equal one unscheduled absence, after discussion in Association Management with each department for implementation on or before January 1, 2017.**

Continued discussions on flex time versus overtime for hourly staff.