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**MEMORANDUM OF AGREEMENT**

**2021 – 2023**

**CITY OF PHOENIX**

**AND**

**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**

Three Unit 7 employees, designated by the Association, shall be on full time release to engage in activities consistent with this agreement. The employees on full-time release agree to follow City rules, regulations and policies. The City will pay the employees' full time salaries and fringe benefits. Upon return to their regular City duties, the full time release employees shall be reinstated to their original positions (including assignments), locations, and schedules.

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 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 shall have the right to meet with each new Unit 7 employee for 1 hour during the scheduled Human Resources Department's new employee orientation for the purpose of informing each new employee about the values of the Association and the City of Phoenix.

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.

The City shall notify employees in writing of any new policies and/or revision in City or written department policies affecting Unit 7 employees. Notice shall remain available for not less than 21 working days. Review of policy revisions shall be included in employee meetings and shift briefings when appropriate and practical to do so.

#### A. Association Release Hours

The unit will be allowed, subject to departmental approval based on operational and scheduling factors and 3 working days advance notice, if practical, to the Labor Relations Division, a total of one thousand five hundred hours (1,500) paid release time hours. Use of such time for any single employee of 800 hours or more will be subject to notification by July 1<sup>st</sup> of each year to Labor Relations to allow for coordination with the department for release of the employee for the designated hours. Salaried employees will be charged for each hour of release time with the one exception that salaried employees who are members of the ASPTEA Board of Directors will not be required to use release hours for attendance at monthly board meetings scheduled for one half of a work day or less (assuming the employee works the other half of the work day).

**The City values and benefits from the participation of Association leaders on citywide task forces and committees, Labor-Management work groups, and a variety of Health and Safety committees. These activities take time away from expected tasks such as representation and communicating with the membership and may occur outside the regular work day of the Association officials. The full-time release positions agree to participate in these important committees and task forces. In recognition of this commitment, the City agrees to provide a compensatory time bank of 120 hours paid at the overtime rate, for use by the non-exempt full-time release positions each MOA year. The Association will submit a written request to redeem the hours from this bank to the Labor Relations Division no later than July 1st of each MOA year for processing in the second pay period of August.**

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

The cost to the City for these release hours, including fringe, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits. Examples of how these hours are used by Unit 7 include:

- For Executive Board members to attend meetings of the Executive Board, meetings of the general membership, and for preparation for wage and benefit discussions.
- For authorized representatives to attend conferences, meetings, seminars, training classes and workshops so that representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation.
- For authorized representatives to research and prepare for grievance meetings and disciplinary hearings.
- For authorized representatives to educate and communicate with unit members in support of City policies and programs, and participate in City partnerships.
- For authorized representatives to attend MOA negotiation meetings, Civil Service Board hearings and meetings, and grievance proceedings.

Any hours used in excess of the bank of Unit 7 release hours must be approved by the Labor Relations Administrator and the President of ASPTEA. The number of hours used in excess of the allowable Unit 7 release hours at the end of the two-year agreement will be deducted from the release hours available for the following year. A

surplus of hours will be carried over into the next year to a maximum total Unit 7 release of 3000 hours.

## **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.

### **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.

- A. Unit employees have the right to be represented by the association and the association 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.**
  - An employee is entitled to Union representation if the employee reasonably believes that the investigatory interview will result in disciplinary action and the employee has requested representation from their union.**
- C. The City may, at its sole discretion, either conduct investigatory interviews with employees or issue employees written questions. In 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 optional. 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 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 cannot speak on behalf of the employee or impede the progress of the interview.**
- 4. The employee 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 association representative from engaging in representation, including consulting with the employee. The employee 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. Neither the association representative or the interviewer may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.**

7. Prior to the conclusion of the meeting, the employee or representative shall have the opportunity to make a closing statement.
  8. If the department requires a written statement at an investigatory meeting, the employee will be given up to one hour of City time to write the statement. Additional time may be granted at the sole discretion of the department and will not be withheld arbitrarily.
  9. The employee will be provided with a copy of the interview notes and given 72 hours to confirm their answers and provide any additional information.
  10. Except for emergency situations, the unit employees shall have a minimum of 48 hours to arrange for association representation when the employee is the subject of an administrative investigatory interview. The association representative will make every reasonable attempt to arrive within the 48 hours. An employee may waive the 48-hour time requirement if the employee is not opting for representation.
- 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 association, the association's attorney, the employee's family, the employee's attorney, clergy, medical professional, 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 employee shall also be informed that none of their statements, nor any information or evidence which is gained by reason of such statements, can be issued against them in any criminal proceedings.
  4. A unit employee shall receive a copy of any statement that they are asked to sign.
  5. Every 60 days, an employee under investigation may request a status update. At management's discretion, the status will be provided either verbally or in writing.

G. Misc.

1. An employee identified solely as a witness will not be prevented from contacting the association on their own time to consult with an association representative prior to their interview.
  2. No investigatory documentation, such as the NOI or witness statements shall be kept in the Personnel, Department, 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.

The City agrees to convene a Discipline Process Review Committee led by the Human Resources Department. The Committee will include staff from Human Resources, Labor, and Department Representatives. The City agrees to include a member of ASPTEA on the committee.

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.

K. 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.

If a unit employee is suspended, it is understood that a suspension day is defined as 8 hours. For employees working compressed workweek, the remaining hours of the workday would be accounted for in cooperation with management.

#### L. Records **Access and Retention**

I) All unit 7 employees shall on his request and by appointment, be permitted to examine his personnel file and/or supervisory file, in the presence of an appropriate supervisory official of the department. No Unit 7 employee shall have any adverse statements entered into their personnel file and/or supervisory 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. 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.

II) 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 below criteria by contacting the department Human Resources Officer. Official records may only be inactivated and not removed, and members/employees will receive confirmation once the requested record is removed/inactivated.

Document	Supervisory File	Department File (if applicable)	Personnel File (OFFICIAL FILE)
Coaching's/Supervisory Counseling's	<u>Maintain original in file.</u> Remove annually from the date of the incident provided no related incidents.	<u>Not maintained in file.</u>	<u>Not maintained in file.</u>

Written Reprimands		<u>Maintain copy in file.</u> Employee may request to remove after 3 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 3 years.
Suspensions (other than below)	<u>Maintain copy in file.</u> Remove annually provided no further incidents.	<u>Maintain copy in file.</u> Employee may request to remove after 10 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 10 years.
Discipline at the level of suspension or higher involving violations referenced in III) below		<u>Maintain copy in file.</u> Cannot Remove	<u>Maintain original in file.</u> May not be inactivated

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

Final sustained discipline of a suspension or higher of the following types:

- The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees or the public;
- The employee has solicited or taken for personal use a fee, gift or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest
- The employee is in possession of a deadly weapon (as defined by ARS 13-3101), excluding a pocketknife (as defined in ARS 13-3102) at a City worksite;
- The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix;
- The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen;
- The employee is under the influence of alcohol or illegal drugs on the job;
- The employee has violated City of Phoenix anti-harassment or anti-discrimination policies;
- The employee committed a violation of the City's Ethics Policy;
- The employee committed an act of dishonesty;

- **The employee committed an act meeting the elements of a felony.**

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 **in writing** on or before the scheduled date of service (PMG due date), notwithstanding an unforeseen or pending administrative matter. Any comments or issues supporting an overall “Not Met” must be documented by the supervisor.

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: CLASSIFICATIONS STUDIES**

**The Association 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 Association is requesting a full classification study (including job levels and job architecture) or if the request is limited to a compensation review to assess market competitiveness and grade and salary levels. At least two requests each year of the agreement, by the Association, shall be started by the Human Resources Department in order of their ranking if the City Manager has authorized the HR Department to conduct studies.**

## **ARTICLE 2: GRIEVANCE/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.

For purposes of determining whether an issue is grievable, matters deemed “not grievable” under A.R. 2.61 by the Deputy Human Resources Director shall be reviewed by the Assistant Human Resources Director.

## **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. **Each party shall determine the number of representatives that participate on the committee.** 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. **Either party can bring issues or concerns to the table for discussion.**
- 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.

## **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 ongoing total compensation increases will equal 1.5%. Unit 7 employees will also receive a non-continuous payment equal to the economic value of 2.5% total compensation. Finally, Unit 7 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:**

- **A 2.03% base wage increase effective the first full pay period in July 2021.**
- **A non-continuous payment of 4.63% of base wage for full-time employees and \$1,000 flat amount for part-time employees in year one, to be paid out on the first full pay period in August 2021.**

In year two of the agreement, **the economic value of ongoing total compensation increases will equal 1.5%. Unit 7 employees will also receive a non-continuous payment equal to the economic value of 2.5% total compensation. This will be paid as follows:**

- **A 1.69% base wage increase effective the first full pay period in July 2022.**
- **A non-continuous payment of 3.87% of base wage for full-time employees and \$1,000 flat amount for part-time employees in year two, to be paid out on the first full pay period in August 2022.**

**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 MOA.**

B. 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 2021/22 and 2022/23 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 7 years of continuous full-time service and who meet the additional qualifications of this section shall qualify for a semi-annual payment of \$100 for each full year of continuous full-time service in excess of 5 years, up to a semi-annual maximum of \$1,400 and an annual maximum of \$2,800, at the completion of 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 20 years or more of continuous full time service shall qualify for \$120 for each full year of continuous full-time service in excess of 5 years, up to a semi-annual maximum of \$3,000 and an annual maximum of \$6,000 at thirty years.

### **B. FY 2021/22 and 2022/23 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 **January** of each year, unit members who have completed at least 7 years of continuous full-time service and who meet the additional qualifications of this section shall be paid \$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 5 years, up to a semi-annual maximum of \$1,400 and an annual maximum of \$2,800, at the completion of 19 years.

Effective the first paycheck in July and the first paycheck in **January** of each year, unit members who have completed 20 years or more of continuous full time service shall qualify for \$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 5 years, up to a semi-annual maximum of \$3,000 and an annual maximum of \$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 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 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 90 days to 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 40 hours in a 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 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 **215** 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.

#### **Remote Access Support:**

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

#### **Telephone Support:**

Employees on Standby called to perform work by means of telephone support shall receive 15 minutes pay at the overtime rate or the actual amount of time expended whichever is greater. Telephone support overtime shall be paid even when more than one call out is made provided these calls are separated by 15 minutes. Calls placed closer than 15 minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

### **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 10 regular working shifts of assignment in the higher class within any 24 month period; satisfactory performance during a previous appointment to the higher class will be credited to the qualifying period. The days of out-of-class assignment need not necessarily be consecutive. Once this qualification is satisfied, no additional re-qualification will be required. The Unit 7 employee must be specifically designated in writing to perform out-of-class duties. Hourly employees working out-of-class in an exempt position will continue to receive stand-by and overtime pay, if applicable, until 10 qualifying shifts have been completed.
- B. Temporary assignments out-of-class shall be recorded only in full shift units. A unit employee working out-of-class for 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.
- C. **The Association President, Vice President or Chief Representative may bring recommendations for Special Merit Increases and/or Premium Pay directly to the Department Head for consideration on behalf of unit members.**

### **SECTION 3-7: SICK LEAVE CONVERSION AT RETIREMENT**

A Unit 7 employee who has accumulated a minimum of 750 qualifying hours or more of accrued and unused sick leave at the time of retirement shall be paid an amount of compensation equal to 25% of their base hourly rate for all hours in excess of 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 \$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 7:30 p.m. (2nd shift) . **Hourly (non-exempt) Unit 7 employees shall receive \$1.50 per hour in addition to their hourly rate of pay when their regular work schedule includes hours between midnight and 4:00 a.m.**

Salaried (exempt) Supervisory/Professional employees shall receive a night shift differential premium of \$60 per week when their regular work schedule includes a minimum of 3 scheduled night shifts a week.

Regular work schedule: set in advance of the scheduled work week and is expected to last at least 2 pay periods. Any changes in work schedules lasting less than 2 pay periods will not qualify for the shift differential. **Full-time Event Managers, Production Coordinators, Event Representatives, Ticket Services Supervisor, Assistant Ticket Services Supervisor, and Production Assistants that are assigned to the Phoenix Convention Center, who do not have a regular schedule due to industry demands, are exempt from the Regular Work Schedule requirement outlined above.**

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 \$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 \$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 2 pay periods. Any changes in work schedules lasting less than 2 pay periods will not qualify for the shift differential. **Full-time Event Managers, Production Coordinators, Event Representatives, Ticket Services Supervisor, Assistant Ticket Services Supervisor, and Production Assistants that are assigned to the Phoenix Convention Center, who do not have a regular schedule due to industry demands, are exempt from the Regular Work Schedule requirement outlined above.**

A designated weekend shift is defined as any shift that starts on or after 2:00 p.m (noon for 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 \$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 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 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 6.5% of the employee's base annual salary to the City sponsored 401 (a) Defined Contribution Plan.

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 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.

**The City agrees to create an ad-hoc committee with ASPTEA, any other interested labor groups, Human Resources, and other department stakeholders by December 1, 2021. The purpose of the committee will be to explore restructuring the vacation sell back program to comply with the pension requirements of the City Charter.**

## **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 5 consecutive work days in a 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 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.

Hourly and Exempt employees can utilize seniority for the selection of work shifts involving differential pay of any kind. A department may establish its own shift selection policies consistent with the parameters mentioned in the Section. Departments will implement seniority-based bids prior to January 1 of each year.

The following circumstances are exempt from this Section:

- ADA accommodations
- Conflicts resulting from AR 2.91 or formally adopted department policy, whichever is stricter
- Rotational training/developmental opportunities (3 months or less)
- Probationary employees in a training program
- Equal opportunity issues that constitute a duty to act

Employees on approved extended leave (e.g., Military, Industrial, FMLA, etc.) will be notified and given the opportunity to participate in the shift bidding process. Departments may choose to double-fill the shift assignment depending on the anticipated length of absence.

In the event a department designates a position for special assignment or identifies a unique role, said position(s) may be exempted from the provisions of this Section by utilizing a competitive interview process.

Management will retain the discretion to determine the subdivision of work groups for the purposes of bidding. An employee must be a member of the work group to be eligible to participate in the shift-bidding process.

Departments will conduct seniority-based schedule bids at least annually, unless a specific operational need exists to bid less frequently. These exceptions must be submitted to the Association Management Committee prior to implementation.

Vacancies and/or new shift assignments created between scheduled bids will be filled utilizing this Section. Departments may choose to leave a shift assignment vacant until the next scheduled bid process.

Should a dispute arise pertaining to the interpretation and/or implementation of this Section, a representative from ASPTEA and the affected department will meet within 7 calendar days of the department receiving written notice of the dispute. Either party may request an extension to the timing of the meeting by providing written notice. If an agreeable solution cannot be reached between the parties, the matter will be referred to the Association Management Committee for review at the next scheduled meeting. Consensus recommendations from the Association Management Committee will be referred to the Director of the affected department and the City Manager.

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

- E. Employees approved to work a 9/80 schedule will not be required to revert to a 5/40 schedule during holiday pay periods except for when two holidays or more fall within a pay period such as Thanksgiving (2 days), Christmas week (additional ½ day Holiday combined with Christmas Day) and when the New Year's Holiday falls in the same pay period as Christmas.**

**Should an employee's N day be the day of the observed Holiday, an alternate 8 hours off will be afforded the employee within the same pay period.**

## **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, 2 paid non-work periods of 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.
- C. The City agrees to **conduct an annual status update and review of the on-going telework program with ASPTEA for the purposes of ensuring the consistency and effectiveness of the program.**

## **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 **for employees enrolled in the base HMO or PPO plan.** The City shall pay 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 \$1,000 or \$25,000, whichever is greater; in addition, the City will also provide death-in-the-line-of-duty insurance with a face value of \$75,000.
- 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 **in the eCHRIS Benefits portal or may contact the HR Department Benefits Office for assistance** 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 **to apply** 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 75 for employees who have been employed full-time for 36 months and one day. Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long term disability benefit for no more than 30 months.

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	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 24<sup>th</sup> 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.

- E. Unit members whose regularly assigned work week consists of 4 ten-hour (10) shifts, shall not be required to change their schedules or submit documentation for 2 hours of paid leave on the following holidays:**

- 1) New Year's Day**
- 2) Martin Luther King Day**
- 3) President's Day**
- 4) Cesar Chavez Birthday**
- 5) Memorial Day**
- 6) Independence Day**
- 7) Labor Day**
- 8) Veterans Day**
- 9) Thanksgiving Day**
- 10) Friday after Thanksgiving Day**
- 11) Christmas Day**

## **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 \$625 to \$725 depending on assignment in accordance with A.R. 2.261.
- C. Full-time Municipal Security Guards and Crime Scene Response employees designated as Unit 7/Supervisory and Professional, shall receive an annual uniform allowance of \$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 **2021-2023** 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 **\$350** 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 \$50 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.

### C. **The City agrees to create an ad-hoc committee with ASPTEA, any other interested labor groups, Human Resources, and other department stakeholders by December 1, 2021. The purpose of the committee will be to explore the creation of a college debt repayment program.**



## **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:

<u>YEARS SERVED</u>	<u>MONTHLY ACCRUAL</u>	<u>MAXIMUM CARRYOVER</u>	<u>PAYOUT</u>
0-5	8 hrs/1day	192 hrs/24 days	240 hrs/30 days
6-10	10 hrs/1.25 days	240 hrs/30 days	300 hrs/37.5 days
11-15	11 hrs/1.375days	264 hrs/33days	330 hrs/41.25 days
16-20	13 hrs/1.625 days	312 hrs/39* days	390 hrs/48.75 days
21+	15 hrs/1.875days	360 hrs/45 days	450 hrs/56.25 days

\*\* 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.

#### B. Bereavement Leave

In accordance with Personnel Rule 15, 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 15 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 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.

Benefits and requirements are as **outlined** 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

Unit 7 employees shall be entitled to receive 2 days or 16 hours of annual educational leave. This time will be added to vacation leave banks in July for those employees who are categorized as Benefit Category 007 as of July 1st. Employees who join Unit 7 after July 1 will be qualified for education leave accrual if they are part of Unit 7 the following 1<sup>st</sup> of 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 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 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 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. **The City agrees to create a working committee with ASPTEA and other stakeholders to explore qualification changes to the Post Employment Health Plan (PEHP).**

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 **ends if City retiree medical coverage is waived or upon retirees Medicare eligibility.**

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.

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, including medical cards, 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.

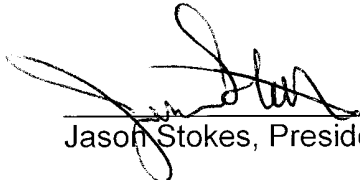
It is recognized by the parties that this agreement shall be administered in compliance with appropriate provisions of the Fair Labor Standards Act as may be amended.

## **SECTION 6-2: TERM AND EFFECT OF AGREEMENT**

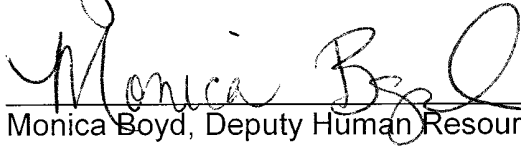
- A. This Agreement shall remain in full force and effective July 1, 2019 - June 30, 2021. In compliance with the Meet and Discuss Ordinance (Phoenix City Code Chapter 2, Article XVII, Division 2), as may be amended, the parties will comply with Section 2-233 (Failure to reach agreement; procedure) and 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 past written or verbal statement/agreements shall supersede any of its provisions.

ATTACHMENT A

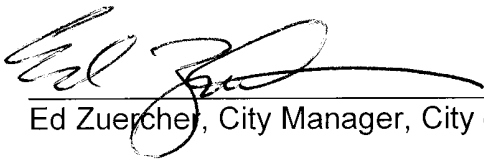
IN WITNESS WHEREOF, the parties have set their hands this  
25th day of May 2021



Jason Stokes, President ASPTEA

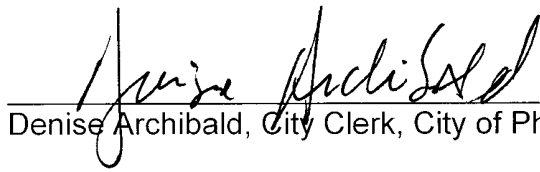


Monica Boyd, Deputy Human Resources Director, City of Phoenix



Ed Zuercher, City Manager, City of Phoenix

ATTEST:

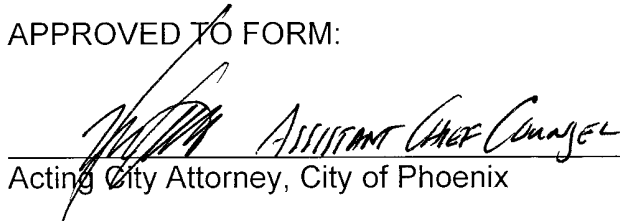


Denise Archibald, City Clerk, City of Phoenix

06/23/2021



APPROVED TO FORM:



Acting City Attorney, City of Phoenix

ASPTA Team:

Jason Stokes, President/Chief Rep  
Colleen Ostrander, Vice President  
Peter Ospitale, Chief Representative  
David Nieto Jr., Treasurer  
Beth Benning, Secretary  
Lisa Huggins-Hubbard, Director  
Donna May, Director  
Court Hood, Director  
Ron Ramirez, Director  
James Frazier, Director

City of Phoenix Team:

Monica Boyd, Deputy HR Director  
Marchelle Franklin, Human Services Director  
Brandy Kelso, Assistant Water Services Director  
Joe Giudice, Assistant Public Works Director  
Sarah Demory, Assistant Aviation Director  
Michelle Fernandez, HR Supervisor (Coordinator)  
LaTasha Brozman, Senior HR Analyst (Scribe)



## **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.