

Final

AGREEMENT

2008 – 2010

CITY OF PHOENIX

&

**ADMINISTRATIVE, SUPERVISORY
PROFESSIONAL & TECHNICAL
EMPLOYEES ASSOCIATION
(REPRESENTING UNIT 7 EMPLOYEES)**

TABLE OF CONTENTS

PREAMBLE	4
ARTICLE 1: RIGHTS	4
SECTION 1-1: PURPOSE	4
SECTION 1-2: RECOGNITION	4
SECTION 1-3: RIGHTS OF THE CITY	5
SECTION 1-4: RIGHTS OF THE ASSOCIATION	5
SECTION 1-4: ASSOCIATION RELEASE HOURS	6
SECTION 1-5: RIGHTS OF UNIT 7 EMPLOYEES	6
SECTION 1-6: NEW POSITIONS/CLASSIFICATIONS	9
ARTICLE 2: GRIEVANCE/ASSOCIATION - MANAGEMENT	9
SECTION 2-1: GRIEVANCE PROCEDURE	9
SECTION 2-2: ASSOCIATION-MANAGEMENT COMMITTEE	9
ARTICLE 3: COMPENSATION	10
SECTION 3-1: RATES OF PAY	10
SECTION 3-2: LONGEVITY-PERFORMANCE PAY	12
SECTION 3-3: OVERTIME (HOURLY EMPLOYEES)	14
SECTION 3-4: COMPENSATORY TIME (HOURLY EMPLOYEES)	14
SECTION 3-5: CALL OUT PAY (HOURLY EMPLOYEES)	15
SECTION 3-6: OUT OF CLASS PAY	15
SECTION 3-7: SICK LEAVE CONVERSION AT RETIREMENT	16
SECTION 3-8: NIGHT SHIFT DIFFERENTIAL	16
SECTION 3-9: WEEKEND SHIFT DIFFERENTIAL	16
SECTION 3-10: STAND-BY PAY (HOURLY EMPLOYEES)	17
SECTION 3-11: SHOW-UP TIME (HOURLY EMPLOYEES)	17
SECTION 3-12: JURY AND WITNESS DUTY PAY	18
SECTION 3-13: DEFERRED COMPENSATION PROGRAMS	18
SECTION 3-14: VACATION BUY BACK	18
ARTICLE 4: WORK SCHEDULES	19
SECTION 4-1: HOURS OF WORK	19
SECTION 4-2: REST & LUNCH PERIODS	19
ARTICLE 5: BENEFITS	19
SECTION 5-1: HEALTH INSURANCE	20
SECTION 5-2: DENTAL INSURANCE	20
SECTION 5-3: LIFE INSURANCE	20
SECTION 5-4: LONG TERM DISABILITY INSURANCE	20

SECTION 5-5: HOLIDAYS	21
SECTION 5-6: UNIFORM ALLOWANCE	22
SECTION 5-7: EDUCATIONAL REIMBURSEMENT	23
SECTION 5-8: MILEAGE AND TRANSPORTATION RELATED BENEFITS	24
SECTION 5-9: LEAVES OF ABSENCE	24
SECTION 5-10: RETIREMENT PROGRAM	28
SECTION 5-11: MISCELLANEOUS BENEFITS	29
SECTION 5-12: CDL RENEWAL	29
ARTICLE 6: MISCELLANEOUS	30
SECTION 6-1: SAVING CLAUSE	30
SECTION 6-2: COPIES OF AGREEMENT	30
SECTION 6-3: TERM AND EFFECT OF AGREEMENT	30
ATTACHMENT B	32

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

The President, Vice President and a third position designated by the Association shall be on full time release to engage in activities consistent with this agreement. The officers 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 Association officers shall be reinstated to their original positions, 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 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 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 one (1) hour during the scheduled Personnel Department's new employee orientation for the purpose of informing each new employee about the values of the Association and the City of Phoenix.

The City shall provide the Association on a monthly basis data of Unit 7 employees. 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.

ASSOCIATION RELEASE HOURS

The unit will be allowed during the first year of the agreement, subject to departmental approval based on operational and scheduling factors and four (4) working days advance notice to the Labor Relations Division, a total of seven hundred and fifty (750) paid release time hours. During the second year this will be increased by seven hundred and fifty (750) hours for a total of one thousand five hundred hours (1500). Use of such time for any single employee, of eight hundred (800) hours or more will be subject to notification by July 1, of each year to Labor Relations to allow for coordination with the department for release of the employee for the designated hours. Any release hours left over shall be credited or carried over to the next fiscal year bank of hours, (Salaried employees who are released for less than one half of their work day are not subject to the above language).

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.

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 subject of the investigation 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.

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.

C. Written Reprimands & Suspensions

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

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.

D. Records Retention

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

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.

A unit 7 employee may request that their personnel files be purged of adverse and positive documents 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 Personnel 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 reprimand over 3 years old-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 Personnel File of 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.

E. Performance Management Guide

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

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 over all "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.

F. Purging of Disciplinary Documents

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

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.

SECTION 1-6: NEW POSITIONS/CLASSIFICATIONS

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

A. Written requests for classification studies will be prioritized by the Association for consideration by the Personnel 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 Personnel Department annual work plan.

C. The results of the audit of any classification study shall be subject to review by the City's Personnel 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.

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 personnel 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. 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.**

- A. The Committee shall meet a minimum of 6 times per MOA year (Bi-Monthly) or at other mutually scheduled times.**
- 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.**

ARTICLE 3: COMPENSATION

The following sections are detailed in various documents including the pay ordinance and/or administrative regulations.

SECTION 3-1: RATES OF PAY

- A. The total compensation for 2008-09 will be 1.8% and will be allocated as follows:**
 - 1. First, the combined changes in health, dental and Life Insurance results in a charge of .3% in total compensation. This amount continues the \$150 monthly allowance for Post Employment Health Plan accounts (PEHP) for all qualifying employees eligibility to retire after August 1, 2022. (The date of an individual's retirement eligibility was determined on August 1, 2007).**
 - 2. Second, the exiting death in the line of duty insurance policy benefit increases from \$35,000 to \$75,000.**
 - 3. Third, provide a bank of Association release hours of 750 hours in the first year of the MOA.**
 - 4. Fourth, increase the educational leave bank by two (2) hours**
 - 5. Finally, an across the board wage increase of 1. 6% effective July 14, 2008**
- B. Effective the second year (FY 2009- 10) of this Agreement, the TOTAL compensation package will be 2.3% and will be allocated as follows:**

1. **First, the unit will be charged no more than the current estimate of .3% in total compensation for health, dental, and life insurance cost increases. The actual increases will be converted to a total compensation equivalent, assuming continuation of already agreed to cost-sharing, and will be calculated in the way it has been historically. This calculation will occur once the recommendations of the Health Care Task Force are approved, and will continue the \$150 monthly allowance for Post Employment Health Plan accounts (PEHP) for all qualifying employees eligible to retire after August 1, 2022. (the date of an individual's retirement eligibility was determined on August 1, 2007). If the actual total compensation equivalent is less than .3% then the second year wage increase described above will be adjusted upward. In no event will a unit member receive less than 1.8% base wage increase on July 13, 2009.**
 2. **Second, unit members retiring on or after July 1, 2009 and choosing either single or family city health insurance will receive an additional \$100 in Medical Expense Reimbursement Plan (MERP) per month until age 65.**
 3. **Third, increase the semi annual longevity payments for members who have completed between 7 to 19 years of service from \$90 to \$100 and for members who have completed 20 years of service from \$100 to \$120. Also increase the longevity maximum from \$5000 to \$6000**
 4. **Fourth, provide \$2,000 for Association downtown parking expenses**
 5. **Fifth, provide a bank of 1500 Association release hours in the second year of MOA.**
 6. **Sixth, increase the Deferred Compensation Program from 5.85% to 6.10%**
 7. **Finally, unit members will receive a 1.8% across the board wage increase effective July 13, 2009.**
- C. **If fiscal year 2008-09 General Fund revenue growth over the prior 2007-08 fiscal year, as described in Attachment "B" is 7.5% or more, an additional across-the-board wage increase of 0.5% will be effective on the pay period beginning October 19, 2009.**

Or, if fiscal year 2008-2009 General Fund revenue growth over the prior 2007-2008 fiscal year as described in Attachment "B" is 10.5% or more,

an additional across-the-board wage increase of 1.0% will be effective on the pay period beginning October 19, 2009.

By September 14, 2009, a report will be submitted to the City Manager by the Budget and Research Director detailing 2008-2009 actual General Fund revenues. This report shall provide revenue amounts and rates of growth over the prior 2007-2008 year. This report shall be used to determine, if any, the additional wage increase due.

D. 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: LONGEVITY-PERFORMANCE PAY

In recognition of continuous service and overall performance, the City agrees to implement the following Longevity-Performance pay formula for Unit 7 employees as outlined in AR 2.19:

A. Pay Benefit:

On **June 30, 2008** (paid on **July 18, 2008**), **November 17, 2008** (paid on **December 5, 2008**), Unit members who have completed at least seven (7) years of continuous full-time service and who meet the additional qualifications of this section shall qualify for a semi-annual payment of ninety dollars (\$90) for each full year of continuous full-time service in excess of five (5) years, up to a semi-annual maximum of one thousand three hundred fifty dollars (\$1350) and an annual maximum of two thousand seven hundred (\$2700), at the completion of nineteen (19) years.

On **June 30, 2008** (paid on **July 18, 2008**), **November 17, 2008** (paid on **December 5, 2008**), Unit members who have completed twenty (20) years or more of continuous full-time service shall qualify for 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 two thousand five hundred dollars (\$2,500) and an annual maximum of five thousand dollars (\$5000) at thirty years.

On June 29, 2009 (paid July 17, 2009) and November 16, 2009 (paid on December 4, 2009), 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 dollars (\$1400) and an annual maximum of two thousand eight dollars (\$2800), at the completion of nineteen years (19) years.

On June 29, 2009 (paid July 17, 2009) and November 16, 2009 (paid on December 4, 2009), 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 (\$3000) and an annual maximum of Six thousand dollars (\$6000) at thirty years.

B. Qualifications:

The Performance Based-Longevity 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 longevity pay are made in the base class and will not be affected by movement into or out of assignment positions. Longevity 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 longevity pay shall be moved to that step of the new range which corresponds the closest to their combined base pay and previous longevity amount (incumbent's last semi-annual payment times two), 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 longevity pay, he/she will be moved to the top step and continue to be eligible for longevity 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 Personnel Department. For those employees who are otherwise eligible for longevity that 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 to receive the next scheduled longevity payment. 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.

C. Terms of Payment:

Payments will be made within thirty (30) days of the qualifying date.

Employees who separate from City employment after the qualifying date, but prior to the payment day, shall receive the payment in their termination check.

The longevity payment will be included in the regular paycheck instead of being paid in a separate warrant.

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.

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 **185** hours effective **July 1, 2008** and will increase to **190** hours effective **July 1, 2009**.

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 eligible for payment of 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

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.

SECTION 3-9: WEEKEND SHIFT DIFFERENTIAL

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.

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

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 (\$3.25)** per hour

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

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

This benefit, provided by the City, remains within the authority and discretion of the City Manager.

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.

SECTION 3-13: DEFERRED COMPENSATION PROGRAMS

The City will contribute a percentage of the employee's base annual salary to the City sponsored deferred compensation plan - 457 as follows:

6.10% effective July 1, 2009.

Unit 7 employees will also have a 401a supplemental plan option available effective January 1, 2007.

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

If contributions from all other sources exceed the federal maximum allowed for deferred compensation, the excess City contributions will convert to wages.

During open enrollment, employees may choose to have their deferred compensation fringe deferred to a 401(a) instead of the 457.

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.

ARTICLE 4: WORK SCHEDULES

SECTION 4-1: HOURS OF WORK

This benefit, provided by the City, remains within the authority and discretion of the City Manager.

- 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.
- D.** The City will endeavor to provide advance notice to employees when changes to permanent work schedules are made.

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

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 Personnel Department.

SECTION 5-4: LONG TERM DISABILITY INSURANCE

A. In accordance with AR 2.323, the City will continue the insurance plan covering long-term disability for all full-time unit employees providing up to sixty-six and two-thirds percent of the supervisor's basic monthly salary at the time disability occurs and continuing until age **80**

The administration of this benefit and eligibility determination remains within the authority and discretion of the City Manager.

B. Total disability is defined as follows:

During the first 30 months of LTD payments, an employee unable, as a result of illness or injury, to perform any and every duty pertaining to an employee's current position. Thereafter, the term "total disability" shall mean an employee's being unable to perform work in any type of occupation that he/she may be educated for, trained for, or experienced in and could be reasonably expected to perform.

C. The LTD benefit will be reduced by industrial payments, social security benefits, unemployment insurance, retirement payments, and income received from other work.

D. To continue to receive LTD benefits, the Unit 7 employee must actively participate in rehabilitation evaluations and training if directed to do so by the City.

E. LTD eligibility commences on the first day following a three-month waiting period from the date last worked, provided all leave accruals have been exhausted.

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 they are called in to work **or scheduled to work a 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 given a substitute holiday when directed to work a full shift on a holiday. Substitute holidays must be taken in full shifts.

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

A. Tuition Reimbursement

This benefit, provided by the City (Section 5-7A Tuition Reimbursement), remains within the authority and discretion of the City Manager.

In accordance with AR 2.51, the maximum amount reimbursable for tuition in a fiscal year is equal to the full-time Arizona resident undergraduate tuition at Arizona State University for two semesters (fall and spring). The City will reimburse for the tuition cost per credit hour. Contact Employee Development for current dollar amounts.

B. Seminars, Workshops and Professional Memberships

Employees may use \$1,200 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 Personnel 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.

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.

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 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.

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 does not have a life threatening illness or injury (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. For the purposes of this paragraph, the definition of “immediate family” in Personnel Rule 15c2, Section B applies.

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)

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 Personnel 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 Personnel Officer, the Personnel 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.

Pension Benefits for Unit 7 Employees shall be those benefits defined in City of Phoenix Charter that are applicable to full time General City employees. For City retirement, employee contributes 5% of total wages, while City's contribution is based on actuarial need. To qualify: age 60 with 10 or more years of service; age 62 with 5 or

more years of service; combined age and credited service equals 80 ("rule of 80"); or if totally and permanently disabled after 10 years of service (no minimum service requirement if duty-related). Employees may purchase service credits in other public retirement systems to be used towards City of Phoenix retirement. (Eligible public retirement systems include U.S. federal, state, county, city; and U.S. governmental agencies, instrumentalities, and possessions).

The pension is calculated on highest 3 consecutive years of the last 10 years salary, and total time of service. The benefit increment is 2% for each year up to 32 ½ years of credited service and for all unused sick leave. The benefit increase for credited service in excess of 32 ½ years is at a lesser rate of 1% each year between 32 ½ and 35 ½ and ½ % each year thereafter.

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. To defer the cost of medical insurance, benefit-eligible employees who retire on or after July 1, 1998 (retiree medical coverage effective on or after August 1, 1998) will receive the Medical Expense Reimbursement Plan (MERP) based on years of service. For those employees who retire on or after July 1, 2007, the City shall provide the MERP benefit to MERP eligible retirees at no less than \$202 (two hundred and two dollars) per month.

Unit 7 employees are also eligible for an additional \$100 benefit added to the monthly Medical Expenses Reimbursement Plan (MERP) amount if they meet all the following criteria:

- enrollment in the city's medical insurance (SelectCare®)
- enrollment for family coverage
- are not eligible for reduced medical premium due to Medicare, and
- are a General city retiree under the age of 65

If the retiree, who receives this additional benefit, cancels the City's insurance, changes from family to single coverage, or becomes eligible for a reduced premium due to any Medicare eligibility, the retiree will no longer be eligible for the additional MERP benefit. This new additional MERP amount is not retroactive to retirees who retired prior to July 1, 1998.

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

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: COPIES OF AGREEMENT

Within sixty (60) days of the Agreement date, the Association will arrange for printing of jointly approved copies. The cost of such duplication and distribution will be split between the Association and the City.

SECTION 6-3: TERM AND EFFECT OF AGREEMENT

A. This Agreement shall remain in full force and effective **July 1, 2008— June 30, 2010** and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than February 1st, of its request(s) to modify or terminate it.

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.

IN WITNESS WHEREOF, the parties have set their hand this

_____ day of June, 2008

Ron Ramirez, President
ASPTEA

Bob Oberstein, Labor Relations Officer
Personnel

Frank Fairbanks,
City Manager

ASPTEA and City of Phoenix Meet and Discuss Committees:

ASPTEA Committee

Ron Ramirez, President
Colleen Lockwood, Vice President
Charlene Limbeck, Secretary
David Nieto JR., Treasurer
Joe Niles, Director
Richard Clewis, Director
Joe Niles, Director
Jason Stokes, Director

City of Phoenix Committee

Bob Oberstein, Labor Relations Administrator
Lori Rhyons, Police Computer Svcs Bureau Administrator
Lisa Esquivel, Deputy Personnel Director
Blake McClelland , Police Commander Assistant Chief.
Judy Boros, Personnel Supervisor

ATTACHMENT B