

CITY OF PHOENIX GENERAL UNIT  
AND  
TEAMSTERS LOCAL 223  
COLLECTIVE BARGAINING AGREEMENT  
JANUARY 1, 2014 - DECEMBER 31, 2016

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## PREAMBLE

This Agreement and any attached Appendices is entered into by the City of Phoenix, General Unit, hereinafter referred to as the "City" and Teamsters Local #223 hereinafter referred to as the "Union." Unless indicated otherwise, references to the "City" herein shall include the Mayor, the City Administrator and the City Council or their designee(s) as the officials directly responsible for the operation of the department(s) covered by this Agreement.

## SCOPE OF AGREEMENT

This agreement shall apply to all employees of the City, as set forth in "Appendix A" but excluding supervisory employees, confidential employees, Police Department employees belonging to another bargaining unit, part-time employees working less than 110 hours per month, seasonal employees hired to work between May 1<sup>st</sup> and October 31<sup>st</sup>, and temporary employees hired to perform work for less than 120 days in a 12-month period.

Where the term "employee" is used, it shall mean regular employees or probationary employees within the bargaining unit.

## ARTICLE 1 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit described immediately above.

## ARTICLE 2 - UNION SECURITY

2.1 Fair Share. Employees who are not members of the Union shall make payments in lieu of dues to the Union. Such payments shall be determined by the Union in accordance with statutory and constitutional requirements. This section shall be referred to as the "fair share agreement," and the employer shall deduct from the first pay of each employee each month the payments for regular dues or payments in lieu of dues and shall remit the same to the Union within ten (10) days after the deduction is made.

2.2 Check-Off. Upon receipt of a lawfully executed authorization from an employee, the City agrees to deduct the regular initiation fee and regular monthly dues uniformly required to members of the Union, and shall remit such deduction by the 15th of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the City in writing of the exact amount of such initiation fee and regular membership dues to be deducted. Authorization by the employee shall be on forms furnished by the City and may be revoked by the employee upon request.

2.3 Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, orders or judgements brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

2.4 Contract Negotiations. Members of the Union Bargaining Team who are scheduled to work during the time that contract negotiations are being conducted shall be allowed time off with pay

for that purpose while at the bargaining table. The number of team members allowed time off with pay shall not exceed one (1).

### **ARTICLE 3 - MANAGEMENT RIGHTS**

Union recognizes the prerogative of City to operate and manage its affairs in all respects in accordance with responsibilities and the powers or authority which City has not expressly abridged, delegated or modified by this Agreement are retained by City. It is understood and agreed that City possesses the sole and exclusive right to operate the City, and that all management rights repose in it, but such rights must be exercised consistent with the other provisions of this contract. These rights include but are not limited to the following:

- a) To determine the mission of its constituent departments, commissions and boards.
- b) To set standards of services.
- c) To direct its employees.
- d) To discipline or discharge for just cause.
- e) To relieve its employees from duty because of lack of work, finances, or other legitimate reasons.
- f) To maintain the efficiency of governmental operations.
- g) To determine the methods, means and personnel by which government operations are to be conducted, except that the City will not contract any maintenance work which is ordinarily done by regular employees for the specific purpose of laying off or demoting such employees, and will furnish the Union with a copy of any contract entered into involving work covered by this contract.
- h) To determine the content of job classifications.
- i) To take all necessary action to carry out its mission in emergencies; and
- j) To exercise complete control and discretion over its organization and the technology of performing its work.

### **ARTICLE 4 - STRIKE AND LOCKOUT PROHIBITION**

4.1 **Strike**. The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work located in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket line in line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.

4.2 **Return to Work**. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or

collective employee conduct, the Union will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

4.3 Lockout. There will be no lockout of employees in the unit by the City as a consequence of any dispute with the Union arising during the period of this Agreement.

## **ARTICLE 5 - HOLIDAYS**

5.1 Recognized Holidays. The following shall be recognized as holidays:

New Year's Day  
Martin Luther King Jr Day (3<sup>rd</sup> Mon- Jan)  
Presidents' Day (3<sup>rd</sup> Mon. - Feb.)  
Memorial Day (last Mon. - May)  
Independence Day (July 4)  
Labor Day (1<sup>st</sup>. Mon. - Sept.)  
Veteran's Day (Nov. 11)  
Thanksgiving Day (4<sup>th</sup> Thurs. - Nov.)  
Day After Thanksgiving  
Christmas Eve (Dec. 24)  
Christmas Day (Dec. 25)  
One floating holiday - to be taken prior to the end of each fiscal year.

When a Holiday falls on a Sunday the following Monday shall be deemed to be the holiday in lieu of the observed day. When a holiday falls on a Saturday, the previous Friday shall be deemed the holiday in lieu of the day observed.

5.2 Holiday Pay. Regular employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work. In order to be eligible for holiday pay when no work is performed, an employee must be on paid status on his last scheduled work day immediately prior to a holiday and on his first scheduled work day immediately following the holiday. An employee off work on worker's compensation shall not qualify for holiday pay.

5.3 Holiday Work. If a regular employee is required to work on any of the holidays listed above he shall receive, in addition to his regular pay, compensation for all hours worked at time and one-half or, at the option of the City, compensatory time off on a date mutually agreed upon by the City and the employee. If such work is "call back" as provided in Article 10.4, the employee will be guaranteed a minimum of two (2) hours.

## **ARTICLE 6 - VACATIONS**

6.1 Eligibility. An employee shall be eligible for an annual vacation time with pay on his anniversary date in accordance with the following sections:

- a) Employees with less than four (4) years of continuous service shall accrue six and two-thirds (6.67) hours vacation credit per month. (10 working days maximum.)

- b) Employees with more than four (4) but less than nine (9) full years of continuous service shall accrue ten (10) hours of vacation credit per month. (15 working days maximum.)
- c) Employees with more than nine (9) but less than 15 full years of continuous service shall accrue twelve (12) hours per month. (18 working days maximum.)
- d) Employees with over 15 full years of continuous service shall accrue thirteen and one-third hours (13.3) per month. (20 working days maximum.)

6.2 Continuous Service. Continuous service, for the purpose of accumulating vacation leave credit, shall be based on the regular paid hours worked by the employee, except that paid time spent by an employee on military leave, sick leave resulting from an injury incurred in the course of employment and authorized educational leave required by the City, shall be included as continuous service. Time spent on other types of authorized leave shall not be counted as continuous service, provided that the employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to the leave or layoff.

6.3 Accrual Limitations. Employees may only accrue a maximum of twice their annual accrual rate. An employee who is about to lose vacation credit because of accrual limitations may, by notifying his supervisor 15 days in advance, absent himself to prevent loss of this vacation time. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay. No payment shall be made for vacation time lost by an employee because of accrual limitations, unless the failure to take vacation time is caused by the City's insistence that the employee be at work during a scheduled vacation period.

6.4 Scheduling. Employees may be permitted to request vacation on either a split or an entire basis. Vacation times shall be scheduled by the City based on the City's judgement as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation times shall be selected on the basis of seniority; provided, however, such employee will be permitted to exercise his right of seniority only once annually. Employees shall request vacation leave at least 14 days in advance unless mutually agreed to otherwise between the employee and the Public Works Director or his designee.

6.5 Payment on Termination. In the event of death or termination of an employee during the initial 12 months of his employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served for 12 continuous months, and is otherwise eligible for vacation credits, the employee shall be entitled to payment for accrued vacation leave at the rate as of the date of eligibility. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee is paid.

6.6 Cash-Out. Employees may cash out up to eighty (80) hours vacation accrual one time per fiscal year providing the employee has one-hundred (160) hours or more vacation leave accrued at the time of the request. Requests for cash out must be submitted in writing at least fourteen (14) days in advance. Employees must have taken eighty (80) hours of vacation leave during the previous twelve (12) months to be eligible for this cash out.

## ARTICLE 7 - HOURS OF WORK

7.1 Workweek. The workweek, to the extent consistent with operating requirements of the department and recognizing the necessity for continuous service by such departments throughout the week, shall consist of five (5) consecutive days as scheduled by the supervisor except that the City may have the option of scheduling an employee on a rotating basis as set forth in 7.3 below. The workweek shall be Sunday through Saturday.

7.2 Hours. The regular hours of an employee classified as a Utility Worker or Lead Utility Worker shall be eight and one-half (8 ½) consecutive hours, including one-half (½) hour for a meal period which shall not be paid. All other classifications within the bargaining unit shall work nine (9) consecutive hours, including a one (1) hour unpaid meal period.

7.3 Work Schedule. All employees, to the extent consistent with operating requirements, shall be scheduled to work on a regular shift, and each shift shall have regular starting and quitting times. Work schedules showing the employee's shifts, workdays and hours shall be posted on department bulletin boards. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted seven (7) days prior to the change.

7.4 Rest Periods. A rest period of 15 minutes shall be permitted for all employees during each half shift or one-half (½) hour per shift, which shall be scheduled by the City in accordance with its determination as to the operating requirements and each employee's duties.

7.5 Meal Periods. To the extent consistent with the operational requirements of the department, meal periods shall be scheduled in the middle of the work shift and shall not exceed thirty (30) minutes in duration for the classifications of Utility Worker and Lead Utility Worker, and shall not exceed sixty (60) minutes for all other classifications covered by this Agreement.

## ARTICLE 8 - SICK LEAVE

8.1 Accumulation. Sick leave shall be earned for the purposes stated herein by each eligible employee at the rate of eight (8) hours for each full calendar month of service. Sick leave may be accumulated to a total of 880 hours and must be taken for the purposes specified in 8.2 hereof as a condition precedent to any sick leave payment.

8.2 Utilization for Illness or Injury. Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. In such event, the employee shall notify his supervisor of absence due to illness or injury, the nature and expected length thereof, as soon as possible prior to the beginning of his scheduled regular work shift, unless unable to do so because of the serious nature of injury or illness. A physician's statement of the nature and identity of the illness, the need for the employee's absence and the estimated duration of the absence, may be required at the option of the City for absences of over three (3) days prior to payment of any sick leave benefits or prior to allowing the employee to return to work. A physician's statement may be required as a prerequisite to payment of sick leave for less than three (3) days if the employee has been advised in advance of such requirement where sick leave abuse is suspected.

An employee may use sick leave time for injury or illness of the employee's immediate family. Immediate family shall be defined as spouse, domestic partner, parent, step-parent, children, step children, and blood relatives legally residing in the household.

8.3 Integration with Worker's Compensation. When an injury occurs in the course of employment, the City's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation laws and the employee's net pay. Such difference shall be deducted from the employee's sick accrual.

8.4 Sick Leave Without Pay. Upon application by the employee, sick leave without pay may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a certificate from a physician periodically during the period of such disability, and before returning to work.

8.5 Termination. Sick leave is provided by the City in the nature of insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon his death or termination of employment, for whatever reason.

8.6 Retirement. Fifty percent (50%) of an employees unused sick leave shall be credited toward their retirement in accordance with the provisions of the Public Employee Retirement System.

## **ARTICLE 9 - OTHER LEAVES OF ABSENCE**

9.1 Criteria and Procedure. Leaves of absence without pay not to exceed one (1) year may be granted at the discretion of the City. Requests for such leaves must be in writing. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the City. Any employee granted a leave without pay, shall not accrue or receive any benefits at the expense of the City during such leave.

9.2 Jury Duty. Employees shall be granted leave with pay for service upon a jury on days when the employee is normally scheduled to work. The employee is required to waive any jury duty pay for each day of jury service when the employee is paid by the City. The employee shall be entitled to receive and retain mileage reimbursement for jury service offered by the Court. Upon being excused from jury service for any day, an employee shall immediately contact his supervisor for assignment for the remainder of his regular workday.

9.3 Appearances. Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority in cases related to the City; provided, however, that the regular pay of such employee shall be reduced by an amount equal to any compensation he may receive as witness fees.

9.4 Bereavement Leave. An employee may be granted three (3) days bereavement leave with regular pay in the event of death in the immediate family of the employee. An employee's immediate family shall include spouse, domestic partner, parent or guardian, children, step children, grandparents, grandchildren, brother, sister, aunt, uncle, mother-in-law and father-in-law. The employee will be paid his regular hourly rate for any such days of excused absence which occur only during his assigned workweek. An additional two (2) days leave with regular pay may be granted at the discretion of the City Manager or his/her designee.

9.5 Military Leave. Military Leave shall be granted in accordance with applicable State or Federal law.

9.6 Failure to Return From Leave. Any employee who is granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his position with the City, and his position shall be declared vacated; except and unless the employee, prior to the expiration of his leave of absence, has furnished evidence that he is unable to work by reason of sickness, physical disability or other legitimate reason beyond his control.

## **ARTICLE 10 - COMPENSATION**

10.1 Pay Schedule. Maintenance employees shall be compensated with the pay schedule attached to this Agreement and marked "Appendix A," which is hereby incorporated into and made a part of this Agreement.

10.2 New Positions. When any maintenance position not listed on the pay schedule is established, the City shall designate a job classification and pay rate for the position. The Union shall be notified and the pay rate established by the City shall be considered tentative until the Union has been afforded the opportunity to meet and discuss the matter. If the Union does not agree that the classification or pay rate is proper, the Union may submit the issue as a grievance according to the grievance procedure. Such negotiations shall not preclude the City from filling the position.

10.3 Schedule Movement. Movement on the pay schedule shall be annually on the employee's anniversary date based on satisfactory performance. Employees who begin work or are promoted to a higher classification prior to the fifteenth (15) day of the month shall have an anniversary date of the first of the month. Employees who begin work or are promoted to a higher classification on or after the fifteenth (15) day of the month shall have an anniversary date of the first day of the following month.

10.4 Call Back Time. Employees called back to work shall receive overtime pay with a guaranteed minimum of two (2) hours at one and one-half (1 ½) time for the work for which they are called back. This section applies only when call back results in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. This section does not apply to scheduled overtime, call-in times annexed to the beginning of the work shift, or hold-over times annexed to the end of the work shift or work day.

10.5 Overtime. The City has the right to assign overtime work as required in a manner most advantageous to the City, and consistent with the requirements of municipal service and the public interest. Employees shall be compensated at the rate of one and one-half (1 ½) times the regular rate for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- (a) All assigned work in excess of eight (8) hours worked any scheduled workday.
- (b) All assigned work in excess of 40 hours worked in any work week.
- (c) All assigned work worked outside of the scheduled workweek for treatment plant operations.
- (d) Overtime shall be computed to the nearest one-fourth (1/4) hour in accordance with State Law.

10.6 Form of Compensation. Compensation for authorized overtime, call-in, and holiday work shall be paid on the next regular payday. Overtime may be compensated for by the accumulation of Compensatory Time at the rate of one and one-half (1½) times the hours worked to a maximum of eighty (80) hours. Compensatory Time off may be used at a time mutually agreed to by the employee and the City.

10.7 Mileage. An employee required to report for special duty or assignment at any other location other than his permanent reporting location and who is required to use his personal automobile for transportation to such location shall be compensated at the current IRS rate per mile for use of such automobile directly in the line of duty. The City will provide appropriate lodging for an employee when required and provide a meal allowance as per City Resolution No. 536.

10.8 Stand-by. An employee assigned to standby status for a seven (7) consecutive day period to handle emergencies during his off-duty hours shall be compensated \$195.00, or, at the employee's option, receive ten (10) hours of compensatory time, for such period. Compensatory time received for standby status must be taken in time off within six months after it is accrued or it will automatically be paid at the fixed dollar rate mentioned above. Compensatory time is subject to the cap specified in Section 10.6. In addition, he shall be compensated at overtime rates for actual time worked to the nearest 1/4 hour and shall not be compensated for call back time as set forth in Section 3 above. All standby duty will be assigned on a rotating basis providing the employee is qualified in the opinion of the City and in accord with State rules and regulations. The City will furnish the employee transportation during his tour of standby, such transportation to be used exclusively for City business. An employee may voluntarily choose to use his own vehicle while on standby, but shall not be compensated for mileage. When an employee's tour of standby includes a holiday, such employee will be compensated \$25.00 in addition to his compensation described in Article V Section 2.

Article V Section 3 will not apply to an employee assigned to standby duty. When an employee is on standby status, he shall not be more than twenty (20) miles from Phoenix City Hall at any time and he shall be always available by telephone or as otherwise directed by the City. Qualified employees may substitute for each other so long as the Police Department is notified by the substitute employee of his name and the time of the start and finish of the substitute period. The substitute employee shall have all the duties and responsibilities of the standby employee. The compensation of the substitute employee shall be solely a matter between the two and not in any way the responsibility of the City. Any standby employee or substitute employee who is not reachable in accord with this section or who does not respond to an emergency call, promptly, shall be subject to dismissal by the City.

Except in unusual circumstances or when a minor task can be completed by the supervisor, employees on standby will be called when work situations arise that require immediate attention.

10.9 Certificate Pay. Non-probationary employees shall be compensated on an hourly basis for current, valid certifications as follows:

Water Distribution I .....	\$ .50 per hour
Water Distribution II .....	\$ .50 per hour
Backflow Tester .....	\$ .50 per hour
Backflow Inspector .....	\$ .50 per hour
Herbicide Applicators License .....	\$ .50 per hour
Erosion Control Certified Inspector .....	\$ .50 per hour
Arborist* .....	\$ .50 per hour

- The City will pay this Certificate Pay to only one qualified employee at a time.

The maximum additional pay under Section 10.9 shall be \$2.50 per hour.

10.10 Work Out of Class. The City shall have the option to utilize an employee covered by this Agreement for duties above the level of their regular position classification. Employees so assigned and performing the duties of a higher classification shall receive a five percent (5%) higher salary differential for hours worked in such classification.

10.11 Medical Savings Account: Effective July 1, 2006, the City shall cause to be created a medical savings account Voluntary Employee Beneficiary Association (hereinafter HRA VEBA) under Section 501 (c)(9) of the Internal Revenue Code for each employee of the bargaining unit. Beginning January 1, 2010, the City shall contribute \$100.00 per month to the account for each employee.

10.12 Longevity. Upon completion of the required number of years of continuous full time service with the City, an employee shall be eligible for a one time longevity bonus as follows:

- a) Year 10, a one-time bonus equal to 2.0% of the employee's then-annual salary.
- b) Year 15, a one-time bonus equal to 2.0% of the employee's then-annual salary.
- c) Year 20, a one-time bonus equal to 2.0% of the employee's then-annual salary.

Bonuses shall be due and payable no later than one (1) month after the employee's applicable anniversary date. Bonuses shall be payable in one lump sum. Bonuses shall be paid in a check separate from the employee's regular salary check. Bonuses shall be payable net of applicable taxes, withholding and other deductions. Bonuses are payable beginning on the first applicable anniversary date after the date of this agreement.

Those employees who have met the number of years employment requirement prior to July 1, 2006, shall receive the bonus retroactive to the date they became eligible. The amount of the bonus shall be based on the employee's annual salary on the date of eligibility.

10.13 Pay Periods. Employees shall be paid on the 15<sup>th</sup> day and the last day of each month. If either of these days falls on a weekend or recognized holiday listed in Section 5.1, the employee shall be paid on the first workday prior to the weekend or holiday. The pay period for the paycheck paid on the 15<sup>th</sup> of each month runs from the 26<sup>th</sup> day of the previous month to the 10<sup>th</sup> day of the current month. The pay period for the paycheck paid on the last day of the month shall run from the 11<sup>th</sup> day of that month through the 25<sup>th</sup> day of that month.

## **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

11.1 Discipline Standard. No employee shall be disciplined or discharged except for just cause. Oral warnings, counselings or other oral communication are considered discipline but are not subject to the grievance procedure and will not be placed in the employee's personnel file. If a supervisor has reason to discipline an employee, he/she shall impose such discipline in a manner that will not embarrass the employee before other employees or the public.

11.2 Due Process. In the event the City believes an employee may be subject to discipline greater than a written warning, the following procedural due process shall be followed:

- (a) The employee shall be notified in writing of the charges or allegations that may subject them to discipline;
- (b) The employee shall be notified, in writing, of the disciplinary sanctions being considered;
- (c) The employee will be given the opportunity to refute the charges or allegations either in writing or orally in an informal hearing; and
- (d) At their request, the employee will be entitled to Union representation at the informal hearing. (The parties agreed and understood that employees would also be entitled to Union representation at investigatory meetings prior to the due process hearing in accordance with standards established by the Oregon Employment Relations Board.)

11.3 Just Cause Standards. For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

- (a) The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;
- (b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;
- (c) A reasonable investigation must be conducted;
- (d) It must be determined that the employee is guilty of the alleged misconduct or act;
- (e) The discipline must be appropriate based on the severity of the misconduct or actual or likely impact the misconduct has or would have on the City's operation;
- (f) The employee's past employment record shall be considered, if appropriate based on the severity of the act.

## ARTICLE 12 - SETTLEMENT OF DISPUTES

12.1 Grievance and Arbitration Procedure. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1. The effected employee shall take up the grievance or dispute with the Department Head within 15 calendar days of its occurrence. Such employee may be accompanied by the Steward, if he so desires. The Department Head shall attempt to adjust the matter within 15 calendar days.

Step 2. If the grievance has not been settled between the affected employee and the Department Head, it will be presented in writing by the Union to the City Council or their designated representative within 15 calendar days after the response specified in Step 1 is due. The written notice shall include details of the grievance, the section of this Agreement allegedly violated and the specific remedy requested. The City shall respond to the Union representative in writing within 15 calendar days after receipt thereof.

Step 3. If the grievance is still unsettled, either party may within ten (10) calendar days of the decision of the City Council or their designee(s) have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of five (5) names from Oregon. Both the City and the Union shall have the right to strike two (2) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall hear both parties on the disputed matter and shall render a decision within 30 days which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to the agreement, but shall be limited to consideration of the particular issue(s) presented to him. His decision shall be based solely upon his interpretation of the meaning and application of the express language of the agreement. Expenses for the arbitrator shall be borne equally by the City and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

12.2 Time Limits. If any grievance is not presented or forwarded by the employee or Union within the time limits specified above, such grievance shall be deemed waived. If any grievance is not answered by the City within the time limits specified above, the Union/employee shall be allowed to move the grievance to the next step.

12.3 Stewards. An employee selected by the Union to act as Union representative shall be known as "steward" and shall not exceed one (1) in number. The name of the employee selected as steward and the names of local Union representatives, state council or international representatives who may represent employees shall be certified in writing to the City by the Union. Duties required by the Union of the steward, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee, shall not interfere with his or other employees' regular work assignments as employees of the City. Contacts between the steward and employees or the Union shall be made outside of working hours so as not to disrupt regular City operations.

## ARTICLE 13 - SENIORITY

13.1 Definition. Seniority shall be an employee's length of continuous service in his department with the bargaining unit, dating from his last date of hire, and shall apply by job classification in the matter of layoff, recall and vacation. In the event of a layoff, such employee shall be given at least fourteen (14) days written notice and may exercise his seniority in a lower classification. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the range closest to their current salary. Recall from layoff shall be in the reverse order of seniority. Seniority and the employment relationship shall be broken or terminated if an employee (1) quits; (2) is discharged for just cause; (3) is absent from work for three (3) consecutive working days without notification to the City; (4) is laid off and fails to report to work within three (3) days after being recalled; (5) is laid off from work for any reason for 18 months, or for a period of time equal to his seniority, whichever is shorter; (6) fails to report for work at the termination of a leave of absence; (7) if while on a leave of absence for personal health reasons, accepts other employment without permission;

or (8) if he is retired.

13.2 Probationary Period. Every new employee hired into the bargaining unit shall serve a probationary period of 6 months which may be extended to 12 months upon mutual agreement, after which he/she shall be considered a regular employee and granted seniority to the last date of hire. The Union recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees. Termination of a probationary employee shall not be subject to the grievance procedure under Article 12.

13.3 Promotional Probationary Period. Regular employees promoted into a higher classification in their department shall serve a promotional probationary period of six (6) full months. The Union also recognizes the right of the employer to demote an employee on promotional probationary status to his previous position. The employee may also voluntarily demote to their former position during this probationary period. Such demotion shall not be subject to the grievance procedure and is not disciplinary in nature.

13.4 Promotional Opportunities. It is the intent of this Agreement that promotional opportunities shall be extended to employees in their department in the bargaining unit, provided such employees are qualified to perform the work in question. To this end, promotional opportunities shall be posted for five (5) working days before a job is advertised. The City shall give preference to present employees who are qualified and apply for such job opening. The City shall be the judge of an employee's qualification and ability. In the event two (2) or more applicants for a job opening are equally qualified, seniority shall govern. This section does not apply to any positions outside the bargaining unit.

13.5 Recall From Layoff. Recall from layoff exceeding five (5) work days shall be by certified letter sent to the employee at his last known address furnished to the City by the employee. The City may use any other means to return an employee sooner.

## **ARTICLE 14 - GENERAL PROVISIONS**

14.1 No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, sex, religion, age, marital status, national origin or mental or physical disability. The Union shall share equally with the City the responsibility for applying the provisions of this Section. All references to employees in this Agreement designated both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Employees shall have the right to form, join and participate in the activities of the Union or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the City or Union by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent himself in individual personal matters.

Should a dispute arise regarding this section, the Union and the employee will elect whether or not the arbitration procedure contained herein will be used to provide a remedy. Should arbitration be selected and the employee later seek remedy through some other administrative format, the employee shall reimburse the City for any and all expenses incurred during the arbitration process.

14.2 Bulletin Boards. The City agrees to furnish and maintain a suitable bulletin board in a convenient place in the work or assembly area to be used by the Union. The Union shall limit its postings of Union notices and bulletins to such bulletin board, which shall be used only for the

following Union notices and bulletins.

- a) Recreational and social affairs of the Union.
- b) Union meetings.
- c) Union elections.
- d) Reports of Union committees.
- e) Rulings or policies of the International Union.

14.3 Visits by Union Representatives. The City agrees that accredited representatives of Teamsters Local 223, upon reasonable and proper introduction, may have reasonable access to the premises of the City at any time during working hours for the purpose of assisting in the administration of this Agreement provided they do not interfere with work in progress.

14.4 Solicitation. The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours, except as specifically provided in this Agreement.

14.5 Existing conditions. Only such existing and future work rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Union and the execution of this Agreement. It is further agreed that if modification of work rules or benefits covered by a specific provision of this Agreement is proposed, any such modification shall be posted prominently on all bulletin boards for a period of seven (7) consecutive days prior to implementation.

14.6 Rules. It is jointly recognized that the City must retain broad authority to fulfill and implement their responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, or is contrary to the provisions of Oregon State Law. All work rules which have been, or shall be reduced to writing, will be furnished to the Union and to affected employees.

14.7 Other Employment. Outside employment shall be permitted only with the express prior written approval of the City.

14.8 Uniforms, Protective Clothing and Devices. When the City requires City employees to wear uniforms such article shall be provided by the City and maintained and cleaned by the employee. When protective clothing or any type of protective device is required, such article shall be provided, maintained and cleaned by the City. Present practice of furnishing rain gear and boots shall be continued. Each employee shall have an allotment of \$400.00 per fiscal year to be used for the purchase of required uniforms, rain gear and boots. Replacements shall be provided by the City upon surrender of the article, at no cost to the employee, reasonable wear excepted. The City shall provide a safe place for the storage of such articles. Failure of an employee to wear such required uniform, protective clothing, or use such protective device as prescribed by the City, shall be cause for disciplinary action as set forth in Article 11 hereof. The employee and the City shall share equally in the responsibility for applying the provisions of this section.

14.9 Personnel Manual. The City agrees to furnish each employee with a copy, which may be in electronic format, of the City's Personnel Manual. If there is a conflict between the provisions of the manual and this labor contract, the provisions of the labor contract shall prevail.

14.10 Educational Reimbursement. The City encourages all employees to develop themselves through special training and academic courses. So long as the employee has made use of all available reimbursement programs which may be provided by State, Federal government or other

agencies, the City will reimburse the employee for the full cost of tuition and books for job-related courses taken at the request of the City.

14.11 Work Equipment Reimbursement. The City shall reimburse employees for personal property stolen, damaged or destroyed at usual and customary amounts when in the City's judgement such loss is the direct result of the employee's performance of his official duties. However, reimbursement may not be granted if the employee's negligence or wrongful conduct was a substantial contributing factor for the theft, damage or destruction. The final decision as to whether to reimburse the employee will rest with the City at the Department head level. Only those items which have a direct use application in the employee's performance for assigned job duties will be considered for reimbursement.

## **ARTICLE 15 - HEALTH AND WELFARE**

15.1 Health Insurance. Employees shall be covered by the Oregon Teamsters and Employers Trust medical plan GW, dental plan D-5 and vision V-4. The City shall contribute ninety-five percent (95%) of the monthly premium and the employee shall contribute five percent (5%). Employee portions shall be deducted from the employee's paycheck pre-tax effective as of the date of such increases.

Effective January 1, 2015, the City shall contribute 95% of the premium, and the employee 5%, up to 6% above the base premium from the previous year. Any premium increase above the 6% shall be split equally (50/50) by the employee and the City.

Effective January 1, 2016, the City shall contribute 95% of the premium, and the employee 5%, up to 6% above the base premium from the previous year. Any premium increase above the 6% shall be split equally (50/50) by the employee and the City.

15.2 Eligibility. An employee as defined in Article 1 - Recognition must be on paid status at least eighty (80) hours in the qualifying month to be covered the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. He is then covered in the month of February. An Employee terminates January 25 after being on paid status the required 80 hours. He then is covered for the month of February. In both cases, if an employee is not on paid status the required 80 hours in January, he would not be covered in February). Paid status does not include overtime hours worked or "cash out" of accrued leave.

It is understood that the concept of "cash out" of accrued leave time (vacation and compensatory time) does not constitute hours worked or compensated hours. A cash out is when an employee receives payment for accrued leave without actually taking the paid time off or upon termination from employment.

15.3 Life Insurance. During the term of this Agreement, the City will provide for the purchase of a term life insurance benefit policy and an accidental death and dismemberment benefit policy equal to one (1) year of the employee's salary.

## **ARTICLE 16 - WORKERS' COMPENSATION**

All employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the City.

## ARTICLE 17 - LIABILITY INSURANCE

The City shall purchase liability insurance for the protection of all employees covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The amount shall be \$50,000.00 property damage, on occurrence, and \$100,000.00 / \$300,000.00 for personal injury, one occurrence. The premiums for such insurance shall be paid by the City.

## ARTICLE 18 - SAVINGS CLAUSE AND FUNDING

18.1 Savings Clause. Should any provision of this Agreement be subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

18.2 Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and where applicable, annual voter budget approval. The city has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests or voter approval thereof.

## ARTICLE 19 - PERSONNEL FILES

19.1 Employee Access. Each employee may at a mutually agreeable time have access to his/her personnel file exclusive of materials received by the City prior to his/her date of employment. The City will have the City Recorder present when the employee reviews the file. The employee may request the City to reproduce anything in the personnel file at the employee's expense.

19.2 Employee Signature. Each employee shall read and sign any written evaluations or disciplinary memoranda placed in his/her personnel file. Employees may place a written response to these documents and such response shall be attached thereto.

19.3 Removal of Discipline. Documentation of discipline shall be removed from the employee's personnel file upon written request by the employee providing no subsequent actions of like nature have taken place according to the following schedule:

- a) Written Reprimand - twenty-four (24) months
- b) Suspension of 3 days or less - forty-eight (48) months
- c) Suspensions of 4 days or more - sixty (60) months

Disciplinary documents removed from an employees personnel file may be maintained in a separate file only for the purpose of compliance with State archive laws.

## ARTICLE 20 - RETIREMENT

20.1 PERS. The City agrees to continue participation in the Oregon Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Program (OPSRP) according to rules and regulations of PERS.

20.2 Employee Contribution. The City will continue to pay a six percent (6%) employee contribution to the Individual Account Program (IAP) for the employees participating in PERS or OPSRP according to rules and regulations of PERS.

## ARTICLE 21 - DEFERRED COMPENSATION

Employees shall be allowed to participate through payroll deductions in the ICMA sponsored deferred compensation program. The City's obligation shall be limited to honoring authorized payroll deductions and remitting a single monthly check to the carrier. The Union agrees to indemnify and hold the City harmless against any and all claims, orders and judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

## ARTICLE 22 - ALCOHOL/DRUGS AND SECURITY SEARCHES

22.1 City Policy. Alcohol and Drug and the Security Search Policies In the current City personnel rules shall be incorporated by reference herein. The policies shall not be unilaterally changed without notice and impact bargaining.

### 22.2 Employee Rights.

1. The employee shall have the right to a Union representative up to and including the time the sample is given or search conducted. However, this provision shall not unreasonably delay testing or conducting a search. Nothing herein shall restrict the employee's right to representation under general law.
2. If at any point the results of the laboratory testing procedures for drugs or alcohol are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All negative results will be kept confidential by the City.
3. Any employee who tests positive for drugs or alcohol shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
4. Prior to an employee being questioned or evidence being obtained that may be used against him in a disciplinary action he will be advised of the purpose of the investigation and informed that:

"The purpose of this interview and possible collection of physical evidence is to obtain information which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of specific questions and may be asked to submit to evidence collection procedures, within the scope of City policy, regarding the

performance of your official duties. You have a duty to reply to these questions and/or submit to evidence collecting procedures within the scope of this policy. Disciplinary action, including dismissal, may be undertaken if you refuse to cooperate or fail to reply fully and truthfully. Neither your answers nor any information or evidence obtained can be used against you in any criminal proceeding. The answers you furnish and the information or evidence resulting therefrom may be used in the course of disciplinary proceedings which could result in disciplinary action up to and including termination."

### ARTICLE 23 - TERMINATION AND REOPENING

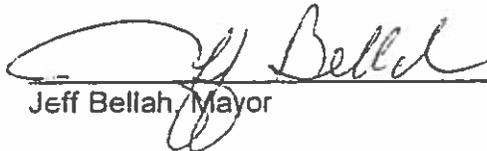
This Agreement shall become effective on the date of execution and remain in full force and effect until December 31, 2016 and shall terminate all prior agreements and practices, and concludes all collective bargaining during the term of this Agreement. Retroactive provisions shall be set forth in a separate memorandum of understanding. Provisions not specifically mentioned shall not be retroactive.

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 180 days prior to the expiration date that it wishes to modify this Agreement for any reason.

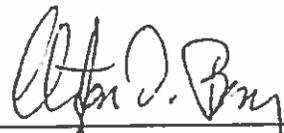
### EXECUTION OF AGREEMENT

This Agreement is hereby executed on this the 17 day of DECEMBER 2013 by:

CITY OF PHOENIX:

  
\_\_\_\_\_  
Jeff Bellah, Mayor

TEAMSTERS LOCAL 223:

  
\_\_\_\_\_  
Clayton Barry, Secretary-Treasurer

APPENDIX A

Effective January 1, 2014 (reflects a 2% cost-of-living increase)

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Utility Worker	16.10/hr	16.90/hr	17.75/hr	18.64/hr	19.57/hr	20.55/hr
Lead Utility Worker*	18.10/hr	18.90/hr	19.75/hr	20.64/hr	21.57/hr	22.55/hr
Assistant Planner	3222	3383	3552	3730	3917	4113
Court/Utility Clerk	2567	2695	2830	2972	3121	3277
Building/Planning Aide	2871	3015	3166	3324	3490	3664
Deputy City Recorder	3164	3322	3488	3662	3845	4037
Administrative Coordinator	3164	3322	3488	3662	3845	4037
Administrative Assistant	2575	2704	2839	2981	3130	3286

\* Lead Utility Worker receives \$2.00 per hour per step over a Utility Worker.

Effective January 1, 2015, the salary schedule shall be increased by a 2% cost-of-living adjustment.

Effective January 1, 2016, the salary schedule shall be increased by a 2% cost-of-living adjustment.