

# Meet and Confer Memorandum of Understanding

*Between*

SEIU Arizona Local 48

*and*

Pima County, Arizona

Fiscal Year 2014-15

## Preamble

As it is the desire for the County of Pima and the union of its employees to work cooperatively to create a harmonious working environment that leads to improved provision of County services and to establish a relationship that fosters good will, innovation and quality public service, the parties enter into this Memorandum of Understanding (MOU) as an expression of good faith and shared commitment to the citizens of Pima County and the employees who serve them.

To accomplish these goals, the County recognizes SEIU (Service Employees International Union) Arizona Local 48 as the authorized representative of eligible employees for the purpose of meeting and conferring and for participating in all other Labor-Management processes created by this MOU. The parties shall meet and confer in good faith in a sincere effort to reach consensus on all issues.

## **Article I – Rights**

### **Section 1-1 Union Rights**

#### **1. Non-Discrimination Based upon Union Activity**

The County shall not interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in Union activity. Employees may engage in or choose not to engage in Union activity. Employees may talk about or choose not to talk about the Union on work time under the same terms applicable to any other employee conversation regarding appropriate, non-work related topics. Employees shall not be treated adversely in the workplace for discussing or appropriately expressing their views regarding the Union or relevant work-related issues.

#### **2. Dues Deduction**

The County will continue to deduct Union dues and other voluntary contributions from employees' pay, as authorized by employees, and transmit such amounts to SEIU each pay period along with a listing of employees, amount deducted, employee identification number, job classification and department. An employee's

dues deduction shall remain in effect unless revoked by the employee during the County's annual Health Benefits open enrollment period.

If an eligible employee who has authorized an automatic payroll deduction for union dues changes job classification or function and becomes ineligible for Union representation, the employee shall have the option to terminate such payroll deduction or continue payroll deduction and direct that the deduction be a voluntary contribution to the Union. Any notification to the employee regarding these options shall be copied to the Union.

### **3. Union Representatives**

- A. The Union may designate Union Officers, Union Representatives and Stewards and shall notify each Appointing Authority of such designation(s) within his or her department. Following an election or appointment of new representatives of the Union, each new representative shall consult with his or her Appointing Authority or designee and the parties will mutually arrange any necessary scheduling or workload adjustments to allow such representative(s) to conduct Union-related business as provided by this section. Additionally, SEIU shall notify Pima County Human Resources quarterly of the election and/or appointment of new representatives.
- B. Union representatives shall be released from duty with full pay during regular or scheduled work hours, as established by the Appointing Authority, to participate in meetings with the County and/or County representatives, including any grievance meeting or formal disciplinary action meeting with an employee. An authorized SEIU representative shall notify Human Resources of requested release time and Human Resources shall, in turn, notify the respective Appointing Authority.
- C. The County will provide up to 4,800 hours of paid time per year to be utilized by Union representatives for the purpose of conducting Union-related business. The time utilized must be submitted by the employee or, if the employee is reasonably unable to do so, by the employee-authorized SEIU Representative to Human Resources who shall, in turn, notify the respective Appointing Authority. Requests shall be submitted at least three full work days in advance. Requests may be made for multiple dates and will not be unreasonably denied or rescinded. All requests shall be made using a single standardized form. The employee should know the status of the request no less than 24 hours prior to the requested time if he or she made a timely request as set forth above. Time paid is for regular or scheduled work hours as established by the Appointing Authority. No paid time may be utilized for partisan political activities or for time spent at meetings or activities that fall outside regular or scheduled work hours.

#### **4. Access**

Pursuant to Pima County Code Section 2.20.040, the Union, upon appropriate advance request and approval (generally three (3) work days prior to the meeting) may use a County conference/meeting room when available. The County may rescind approval of the Union's use of a conference/meeting room if the County needs the space for business purposes and only if no other space is reasonably available to the County. The Union shall be notified as far in advance of the cancellation as possible, but normally not less than 24 hours in advance. The Union representative must indicate that the Union is sponsoring the meeting when requesting or reserving a conference/meeting room. The Union will exercise reasonable care and due consideration for the maintenance of the conference/meeting room. The Appointing Authority shall notify those in the department that need to know of the arranged use of the conference/meeting room in advance of the meeting.

SEIU shall be allowed to use department designated employee bulletin boards or display areas in County buildings where SEIU-eligible employees work. Upon advance notice to a department, Union representatives/members shall be granted reasonable access to employee bulletin boards in order to post appropriate notices.

The County agrees that for the purposes of communicating with SEIU-eligible employees, SEIU may distribute material in a manner that does not interfere with or disturb the workplace, including sending material to County email addresses and workplace mailboxes. SEIU may distribute union related materials as part of the Pima County Benefit and Wellness Fairs.

#### **5. Information**

On a quarterly basis, the County shall supply an electronic file of SEIU-eligible employees to include each employee's name, date of hire, employee identification number, job classification, department, work location/center number, work email, work phone number, employment status, SEIU status and, for employees currently represented by SEIU, each employee's hourly wage. SEIU agrees to use these lists solely for the purpose of communicating with employees and will not share this information with other individuals or organizations. The County shall provide SEIU with a listing of SEIU-eligible individuals who separate from the County. The County shall provide work email and work phone numbers when such become a centralized electronic record format and can be sorted for SEIU-eligible employees.

Additionally, the County will provide SEIU with publicly available information related to the representation of SEIU member employees in grievance and appeal processes.

#### **6. New Employee Orientation**

The Union shall be provided the right to make available written materials at a reasonable location at the orientation site, identified by the Human Resources Department, prior to each New Employee Orientation (NEO) so that the materials may be picked up by NEO attendees for later review. Additionally, the Union shall be afforded the opportunity to make a fifteen-minute presentation regarding the value of union membership to eligible and willing employees at the orientation location.

## **7. Union Leave**

The County shall not unreasonably deny Union requests for unpaid leaves of absence of up to 12 months for represented employees to engage in Union business. Any employee granted union leave shall, at the end of the leave, be returned to the same or an equivalent position with the same pay, benefits and working conditions.

### **Section 1-2 Right to Representation**

1. An employee has the right to be represented by a person of his or her choosing who may participate in discussions in any meeting which imposes formal disciplinary action against the employee, any meeting regarding an employee's grievance (as set forth in Pima County Merit System Rule 13), or appeal (as set forth in Merit System Rule 14) or during the mediation process (as set forth in Pima County Personnel Policy 8-115). The employee will have a reasonable amount of time to obtain representation, at least three (3) full work days from the time of notification by management of the intent to hold such a meeting, provided that if the employee has not obtained representation within that period, management may proceed without further delay.
2. The occurrence and time restrictions found in Personnel Policy 8-107 B.2 shall be waived for Union-designated Stewards or other Union-designated representatives and shall not exceed ten (10) hours per occurrence. If this exception proves to substantially adversely affect the work performance of a Union representative, the Meet and Confer Committee agrees to meet to discuss the matter.

### **Section 1-3 Management Rights**

It is the exclusive right of the County to determine the purpose or mission of each of its constituent departments, boards, and commissions; set standards of service to be offered to the public; and exercise control and discretion over its organization and operations. It is also the right of the County to direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other reasons; determine whether goods or services shall be made, purchased, or contracted for; and determine the methods, means, and personnel by which the County's operations are to be conducted. The County has the right to take all necessary actions to maintain uninterrupted service to the community.

## **Article II – Labor-Management Discussions**

### **Section 2-1 Labor-Management Discussions**

The Meet and Confer Committee established by Administrative Procedure 23-32 will meet and confer regarding labor-management relations. The purpose of the Committee is to facilitate positive labor-management relations by providing a forum for the free discussion of mutual concerns and ideas, which may include discussion of the implementation of major new County programs or substantial modifications of existing major County programs that will have a significant impact on service delivery, work schedules, or duties. Upon request of one of the co-chairs of the Committee, individuals from a department knowledgeable on an agenda item may be invited to attend and participate in the discussion.

### **Section 2-2 Dispute Resolution Procedure**

#### **1. Purpose**

The purpose of this Procedure is to secure, at the lowest possible administrative level, equitable resolutions to problems that may arise from the interpretation and application of the Meet and Confer Agreement between SEIU and Pima County. This Procedure shall be used only for matters that are contained in the Meet and Confer Agreement and not covered by Merit System Rules and Personnel Policies.

#### **2. Procedures**

- A. The time limits indicated for each step are maximums, but every reasonable effort shall be made to expedite the process. The term "days" shall mean the days that the Pima County Human Resources Department is open to the public.
- B. For the purposes of this Procedure, "employee" means an employee who is a member of SEIU or eligible to become a member of SEIU.
- C. The employee must initiate the procedure no later than ten (10) days from the date the employee knew, or should have reasonably known, of the action that lead to the alleged misapplication.
- D. If the employee does not comply with the time limit requirements for any step, the dispute shall be considered withdrawn and any further action barred.
- E. If the County does not comply with the time limit requirements for any step, the employee may appeal to the next step within five (5) days after the time limit for the County to respond has expired.

- F. All time requirements must be met and may only be extended prior to the expiration of the time limit for a particular step and only in the form of a written agreement signed by the employee or SEIU, and the County representative at that step.
- G. If the employee chooses to end the dispute resolution process or accepts a response at any step of the process, the dispute shall be closed.
- H. The employee and the County may be accompanied and actively represented at any step conducted under this Procedure with the exception of the first step.
- I. No reprisal or retaliation shall be taken against a person who participates or is a witness in the processes set forth in this Procedure.
- J. In all cases, documents related to any dispute resolution under this Procedure shall be maintained in a department file separate from the employee's medical or department personnel file.

### **3. Steps**

#### **A. First Step**

The employee, without representation, shall first discuss and try to resolve the alleged misapplication of the Meet and Confer Agreement with his or her immediate supervisor.

#### **B. Second Step**

- 1) If resolution is not achieved within five (5) days of the discussion, the employee may submit the dispute, in writing and through his or her chain-of-command, to the Appointing Authority within ten (10) days from the date of discussion. The written statement must contain the provision(s) of the Meet and Confer Agreement that was allegedly misapplied, the facts in support of the alleged misapplication, and the relief sought.
- 2) Within five (5) days of receipt of the written dispute, the Appointing Authority or designee shall meet with the employee and the employee's representative, if any, and attempt to resolve the dispute. Within ten (10) days of the meeting, the Appointing Authority or designee shall provide a written response to the employee indicating his or her decision to accept, reject or modify the relief sought. The employee shall be responsible for providing a copy of the written response to SEIU, when necessary.

C. Third Step

If the employee disagrees with the Appointing Authority's response, he or she may submit the dispute to the County Administrator within five (5) days of receipt of the Appointing Authority's response and include the specific reason(s) as to why the employee disagrees with the response. Within ten (10) days of receipt of the dispute, the County Administrator or designee shall meet with the employee and the employee's representative, if any, to discuss and attempt to resolve the dispute. Within ten (10) days of the meeting, the County Administrator or designee shall provide a written response to the employee with a decision indicating whether he/she has decided to accept, reject or modify the relief sought. The employee shall be responsible for providing a copy of the written response to SEIU, when necessary.

D. Fourth Step

- 1) If the employee feels that the dispute is not resolved at the third step, the employee may request SEIU to consider the alleged misapplication for advisory arbitration. SEIU, if it so chooses to arbitrate, shall submit a notification of such action to the County Administrator within five (5) days of receipt of the written response from the County Administrator.
- 2) Within five (5) days of notification, the County and SEIU shall select an arbitrator from a County-approved qualified arbitration services list. If the County and SEIU are unable to agree on an arbitrator within the established time, either the County or SEIU may request that a County-approved, qualified arbitration service submit to the County and SEIU a list of seven (7) arbitrators who have had experience in the public sector.
- 3) Within five (5) days of receipt of said list, the County and SEIU shall select an arbitrator by alternately striking names from the list until one name remains or an arbitrator is agreed upon. That person shall then become the arbitrator.
- 4) The selected arbitrator shall set the hearing to begin no later than twenty (20) days from the date of selection and will proceed as expeditiously as possible. The hearing shall be held at a time and place convenient to the County and SEIU, and the arbitrator shall be bound as set forth below.
  - a. The arbitrator shall be bound by the language of the Meet and Confer Agreement and Merit System Rules and Personnel Policies in considering any issue properly before him or her and shall not add to, detract from, or modify the language of the agreement and/or the rules and policies.

- b. The arbitrator shall be expressly confined to the specific issue(s) submitted.
  - c. The arbitrator shall be bound by applicable law.
  - d. The arbitrator shall sign and submit findings and advisory recommendations to SEIU and to the County Administrator in writing no more than seven (7) days from the date of closing the hearing.
- 5) All hearings will be transcribed.
  - 6) The cost of the arbitrator and transcriptions of the hearing shall be borne equally by Pima County and SEIU. Each party will bear its own costs.
  - 7) Within ten (10) days of receipt of the findings and recommendations, the County Administrator shall inform SEIU in writing of his or her decision to accept, reject or modify the advisory recommendations of the arbitrator.
  - 8) If SEIU is not satisfied with the decision of the County Administrator, SEIU may appeal to the Board of Supervisors by filing the appeal with the Clerk of the Board within ten (10) days of the County Administrator's decision.

#### **4. SEIU and County Dispute Resolution**

If either party believes there is an alleged misapplication of the Meet and Confer Agreement that does not involve an employee, the co-chairs of the Meet and Confer Committee shall address the issue as soon as reasonably practicable.

### **Article III-Compensation & Benefits**

#### **Section 3-1 Wages**

The Meet and Confer Committee shall meet and work together to review and discuss any County-wide employee wage increases. Findings and recommendations of this Committee shall be reported to the County Administrator.

#### **Section 3-2 1 Multilingual Compensation**

Upon the approved effective date no later than February 2015 employees who qualify for multilingual compensation shall be compensated in accordance to Administrative Procedure 23-48 and Personnel Policy 8-102; 8-117;. Human Resources shall obtain and administer applicable proficiency testing as required by the policy. Human Resources

shall review the applicable proficiency examinations with SEIU prior to implementation. During the first year of implementation Human Resources department and SEIU will periodically review the program.

**Section 3-3 Parking**

A parking allowance of up to \$10 per pay period will be provided for employees who have a payroll deduction for a downtown parking garage and who are paid at an hourly rate of \$16.8269 (\$35,000 annually) or less.

**Section 3-4 Health Benefits**

The Health Insurance Benefits & Wellness Advisory Committee (HIBWAC) was established by the Board of Supervisors on August 15, 2011, for the purpose of meeting with all active employee stakeholders to advise the County Administrator concerning health benefits and wellness programs. Decisions and recommendations by HIBWAC shall be forwarded to the County Administrator for appropriate consideration. HIBWAC was established to deal with health benefit issues in lieu of the Meet and Confer Committee. All recommendations of HIBWAC will be presented to the Meet and Confer Committee as information.

**Section 3-5 Salary Range Adjustments**

For the 2013-14 fiscal year salary ranges shall be adjusted according to cost of living increases as approved by the Board of Supervisors. Future salary range adjustments shall be reviewed annually.

**Article IV- Job Security**

If, within a department, the greater of (i) five or more eligible employees or (ii) 5% or more of eligible employees are to be laid off, the Union shall have the right to meet and confer about these potential layoffs in order to discuss and consider alternatives. Any Meet and Confer Committee recommendations must be submitted to the County Administrator within thirty (30) calendar days of the date of the approved layoff plan.

The Director of Human Resources will notify both Chairs of the Meet and Confer Committee within five business days of notification to the Human Resources Department of an approved layoff plan that meets the aforementioned criteria.

**Article V- HOURS & LEAVE**

**Section 5-1 Annual and Sick Leave Accruals**

Pima County Personnel Policies 8-105 and 8-106 which provide for annual and sick

leave for eligible employees shall apply.

**Section 5-2 Bereavement Leave**

Pima County Personnel Policy 8-107, which provides for bereavement leave, shall apply.

**Section 5-3 Conversion of Sick Leave Hours to Annual Leave Upon Layoff**

Permanent employees with sick leave balances of at least 240.01 hours who are to be laid off shall have the option to convert unused sick leave hours to annual leave pursuant to Personnel Policy 8-106.

**Section 5-4 Catastrophic Leave Bank Program (CAT)**

Many jurisdictions across the United States use Catastrophic Leave Bank (CAT Bank) programs rather than the donation of leave time on a case-by-case basis. CAT Bank programs tend to treat all employees more fairly and foster ownership of the program. See Administrative Procedure 23-46 for complete details of the program.

1. An eligible employee hired on or after September 29, 2013, pursuant to the 2013-14 MOU, had the opportunity to enroll in CAT Bank within 30 calendar days following attendance of New Employee Orientation. An employee hired on or after the effective date of the 2014-15 MOU has the opportunity to enroll in CAT Bank for 60 calendar days following his or her date of appointment to a CAT Bank eligible position. An employee who transitions from a non-CAT Bank eligible position to a CAT Bank eligible position will be treated like a new hire for enrollment purposes.

Upon enrollment, the new employee agrees to contribute his or her first 16 hours of sick/vacation leave accruals earned (for FT employees or PT employees joining at the FT level) or first 8 hours of sick/vacation leave accruals earned (for PT employees) to the CAT Bank. Once the contribution is complete the employee achieves CAT Bank member status. Member employees may be required to make maintenance contributions of up to 8 hours (4 hours for PT membership) of sick/vacation leave accruals per fiscal year to the bank, if needed. The need for annual maintenance contributions shall be determined by HIBWAC based on an annual review of CAT Bank balances.

A member employee may also elect to voluntarily donate additional hours to CAT Bank during his or her anniversary pay period.

2. When a member employee needs CAT Bank leave he or she must make a request to the CAT Bank Administrator using the appropriate form.

Employees must exhaust all available personal leave accrual balances before utilizing CAT Bank leave. Time allocated from the CAT Bank shall be limited to 240 hours per fiscal year for full-time employees (or part-time employees participating at the full-time

level) or 120 hours per fiscal year for part-time employees. An additional allocation (of 240 or 120 hours per fiscal year) will be granted to employees who suffer on-the-job work injuries.

Employees shall only use allocated CAT Bank leave that is needed. If the employee returns to work, the allocation balance will be returned to the CAT Bank.

3. The CAT Bank Sub-committee shall consist of one member from SEIU, one member from law enforcement/corrections and one member from administration. The non-voting Chair of HIBWAC shall serve as the non-voting chair for the Sub-committee.

### **Term of Memorandum of Understanding**

This Memorandum of Understanding shall continue in full force and effect from the date of passage by the Board of Supervisors until June 30, 2015 unless modified or terminated at the discretion of the Board of Supervisors. For eligible employees, this MOU shall take primacy, meaning that any applicable County rules, directives, policies, or procedures shall be brought into conformance with this MOU, to the extent permitted by law.

To request an election for decertification, employees must file a decertification petition asserting that the currently certified employee union no longer represents the employees' unit. At least 30 percent of the employees within the currently represented unit must sign the petition. Signatures must be collected within the 180 calendar days preceding the expiration date of the MOU. A decertification petition may be filed any time the MOU is not in effect, or annually, within the last 60 calendar days of the term of the MOU.

Decertification efforts must be free of any coercive influence from management. Additionally, signatures on the decertification petition must be collected on non-work time and in non-work areas. The employer may not help gather signatures and the employer's resources may not be used.