



MEMORANDUM

Date: July 31, 2018

To: Cathy Bohland, Director
Human Resources Department

From: C.H. Huckelberry
County Administrator 

Re: **Your July 24, 2018 Memorandum Regarding Meet and Confer Memorandum of Understanding Between Pima County Correctional Officers' Association**

Please provide a comparative analysis of the Draft Meet and Confer Memorandum of Understanding (MOU) on behalf of the Pima County Deputy Sheriff's Association as I have not seen the draft.

Also, please provide an analysis of the amount of leave time hours paid by the County in the previous Meet and Confer MOU with Service Employees International Union (SEIU), and now American Federation of State, County and Municipal Employees (AFSCME). As I recall, the amount of hours of leave time used for this Union, that is potentially representative of a majority of employees, was 1,386 hours in Fiscal Year 2017/18 for general union activities. As you can see, the provision of 4,800 hours is a gross overstatement and requires a significant downward adjustment. Therefore, any MOU Meet and Confer with either the Corrections Officers' Association or the Sheriff's Deputies Association, I will not recommend to the Board of Supervisors an MOU that does not have paid leave time stated at no more than 1,040 hours. Given the size of the other union representatives representing a smaller fraction of total County employees, such is an appropriate limitation for pay.

The two additions to the Corrections Officers' Association MOU should be stricken from the agreement. I will only agree to an MOU that is identical to the present MOU the County has with SEIU, now AFSCME.

I will also notify Board of Supervisors Chairman Richard Elías and Supervisor Sharon Bronson that the County Correctional Officers' MOU requires "a verified showing that represents a majority of eligible employees." This process is identified on Page 1 of your July 24, 2018 memorandum. This means a verified election and process, nothing more than what occurred with the County recognized SEIU through a Meet and Confer Agreement.

Attachment

c: The Honorable Richard Elías, Chairman, Pima County Board of Supervisors
The Honorable Sharon Bronson, District 3 Member, Pima County Board of Supervisors
Tom Burke, Deputy County Administrator for Administration

Date: July 24, 2018

To: C.H. Huckelberry
County Administrator

From: Cathy Bohland, Director
Human Resources

Via: Tom Burke, Deputy County Administrator for Administration

Re: Response to July 16, 2018 Memo – Attached Meet and Confer Memorandum of Understanding
Between Pima County Correctional Officers' Association

Mr. Portell is acting on behalf of the Corrections Officers in drafting a Meet and Confer Memorandum of Understanding ("MOU") for placement on the August 7, 2018 agenda. This item is not ripe for the August 7, 2018 agenda.

A. The Pima County Correctional Officers' Association ("PCCOA") is not an authorized representative for Pima County employees, as set forth in Chapter 2.20 of Pima County Ordinance 2007-1

Per Chapter 2.20.020(A)(1) of the 2007-1 Pima County Ordinance, an employee organization shall be recognized as the authorized representative for eligible employees upon a verified showing that it represents a majority of eligible employees. A verified showing is established by:

1. Receiving a majority of valid votes cast in a representation election;
2. Filing a request for an election with the County Administrator upon a showing that a minimum of 30% of eligible employees have designated the employee organization to represent them; and,
3. Verification of petition signatures, signed authorization cards, active membership cards or a combination thereof to constitute a valid showing of 30% of eligible employees.

Here, the PCCOA has not followed the process to permit them to act as a representative of Pima County employees as no documentation has been submitted for verification of eligible employees, no request for an election has been received, and no election has been conducted. Therefore, the PCCOA is not authorized to engage in a Meet and Confer process or enter into a Memorandum of Understanding ("MOU") with the County.¹

B. Comparison of Proposed Draft of Correctional Officer Meet and Confer MOU to the American Federation of State, County and Municipal Employees ("AFSCME") Meet and Confer MOU

A review of Steve Portell's draft of a Meet and Confer MOU on behalf of the Corrections Officers²

¹ Currently, correctional officers are excluded from the eligible employee list that the County provides quarterly to AFSCME, as required by the Meet and Confer MOU between the AFSCME and Pima County.

² Mr. Portell additionally provided a draft Meet and Confer MOU on behalf of the Pima County Deputy Sheriffs' Association ("PCDSA"), which is also not an authorized representative for Pima County employees. That draft contained

evidences two additions that are highlighted on the attachment and included below.

1. Dues Deduction – Section 1-1 Union Rights, item 2, page 2:

The PCCOA may, from time to time, increase the amount of employee dues and voluntary contributions to be deducted from employees' pay, and the County will accept a single page authorization signed by each employee/Union member and put into effect immediately the payroll deductions for the increased dues and voluntary contributions.

2. Union Representatives, Section 1-1 Union Rights, item 3(A), page 2:

The Union may notify the County of a change in Union Representatives in the event of death, family emergencies, mental or physical incapacities, resignations, expulsions from the Union, change in employment status and/or any other emergent circumstance that prohibits a designated Union Representative from performing his/her duties as a Union Representative.

C. The County Provides 4,800 Hours of Paid Time per Year

The Meet and Confer MOU between AFSME and the County currently provides for 4800 hours of paid time per year which is provided by the County. A search for MOU agreements between local jurisdictions and its employees found various amounts of paid time per year provided by either the jurisdiction or by the union member through annual deductions from their vacation accruals.³

additional exceptions and/or deviations that did not exist in the PCCOA Meet and Confer MOU. Please advise if a review of the PCDSA MOU in comparison to the AFSCME Meet and Confer MOU is required as well.

³ No MOU's could be found for other organizational correction officers. HR can conduct a survey of local jurisdictions as to the amount of leave time provided other employees covered by an MOU if requested.

Meet and Confer Memorandum of Understanding
Between
Pima County Correctional Officers' Association (PCCOA)
and
Pima County, Arizona
Fiscal Year 2018-19

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 Pima County Correctional Officers' Association ("PCCOA" or "Union) 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.

The County will apply all Personnel Policies, Merit System Rules, and Administrative Procedures without discrimination based on race, color, religion, national origin age, disability, veteran's status, sex, gender identity, gender expression or sexual orientation.

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 PCCOA 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. The PCCOA may, from time to time, increase the amount of employee dues and voluntary contributions to be deducted from employees' pay, and the County will accept a single page authorization signed by each employee/Union member and put into effect immediately the payroll deductions for the increased dues and voluntary contributions.

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 (collectively "Union Representatives") and shall notify the County Human Resources Department and each Appointing Authority of such designation(s) within his or her department on a quarterly basis. The Union may notify the County of a change in Union Representatives in the event of death, family emergencies, mental or physical incapacities, resignations, expulsions from the Union, change in employment status and/or any other emergent circumstance that prohibits a designated Union Representative from performing his/her duties as a Union Representative.

1. The County shall not unilaterally change or adjust a Union Representative's regular work schedule, assignments, or workload solely as a result of such designation.
2. At the Union's and/or the Union Representative's request, the parties will mutually arrange any necessary scheduling or workload adjustments to allow representative(s) to conduct County/Union-related business as provided by Section 1-4 Labor-Management Relations.
3. Release time for union representation shall be credited to the total time in section 1.4.c.

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.

PCCOA shall be allowed to use department-designated employee bulletin boards or display areas in County buildings where PCCOA-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 PCCOA-eligible employees, PCCOA 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. PCCOA 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 PCCOA-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, and PCCOA status and, for employees currently represented by PCCOA, each employee's hourly wage. PCCOA 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 PCCOA with a listing of PCCOA-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 PCCOA-eligible employees.

Additionally, the County will provide PCCOA with publicly available information related to the representation of PCCOA 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. Release time to attend NEO shall be credited to the total time reflected in section 1.4.c.

7. Union Leave

The County shall not unreasonably deny Union requests for unpaid leaves of absence of up to twelve (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.
3. Release time union representation shall be credited to the total time reflected in section 1.4.c. No employee shall be denied representation due to limitations of release time.

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.

Section 1-4 Labor-Management Relations

A. Because the parties recognize that the effective and orderly administration of local government requires joint cooperation and assistance, the Union and the County agree to facilitate release time activities necessary to: effectuate the provision of quality services to the public; implement policies and programs that serve the public, the County and its employees; increase the efficiency of administrative determinations; and improve communication between the County and its employees.

B. County/Union Related Business

The County agrees to release Union Representatives from duty during their regular scheduled work hours with full pay and benefits to participate in County/Union related business. The Union, through its Union Representatives, will use release time to conduct County/Union-related business.

- a. County/Union-related business is defined as activities involving the participation of the Union and the County, through its representatives, that concern issues of mutual concern and/or benefit and occur during a Union Representative's normal work/shift and work hours (e.g. Monday through Friday 8:00a.m. to 5:00p.m.). Such activities include: participation in County committees and/or task forces established by this MOU; participation in Meet & Confer process meetings; participation in other mutually agreed-upon meetings; assistance in the processing of grievances and disciplinary matters involving employees; representation of employees in grievance hearings and/or disciplinary meetings; communication between the parties regarding, among other things, policies, procedures, training, and employee concerns; and assistance to employees in their awareness and compliance with County procedures. The County and Union will discuss and may mutually agree to allow a Union Representative to discuss with an employee during an employee's normal work hours/shift other matters of mutual concern and/or benefit to the County and the Union.
- b. The Union shall notify Human Resources of requested release time at least four (4) full business days in advance; at which time the Human Resources Department shall notify the respective Appointing Authority. These timelines may be waived under extenuating circumstances with mutual agreement of the Union, Department Director and Human Resources.

C. Other County/Union Activities

- a. The County agrees to provide an additional 4800 hours of paid time per year to be utilized by Union designees for the purpose of conducting other County/Union activities. The Union, through its designees, must use release time hours provided in this subsection County/Union activities, for the following activities: promotion of communication with employees and supervisors to contribute to positive working relationships; assistance in County communications to employees; promotion of positive Union and County labor relations during the County's New Employee Orientation sessions; participation as a spokesperson for employees for the dual purpose of helping employees and the County; and advocating for services provided by the County. If time used exceeds 4800 hours in any fiscal year, the Union shall reimburse the County the cost of the employee including salary plus benefits.
- b. The Union shall notify Human Resources of release time at least four (4) full business days in advance; at which time the Human Resources Department shall notify the respective Appointing Authority. These timelines may be waived under extenuating circumstances with the mutual agreement of the Union, Department Director and Human Resources. Requests may be made for multiple dates and will not be unreasonably denied or rescinded. All requests shall be made in a single standardized form. The County agrees to respond to the Union and/or the Union designee no later than 24 hours prior to the requested time.
- c. Time paid is for regular scheduled work hours as scheduled by the Appointing Authority. No paid time may be utilized for partisan political activities.
- d. Time utilized pursuant to this subsection will be documented and submitted to the County for verification purposes upon request to ensure compliance.

D. Union Business

- a. If Union business occurs during a Union designee's normal work hours/shift, the employee may use accrued vacation time, comp time, or any other personal leave generally available to employees to engage in such Union business, provided that the employee obtains prior approval from the Appointing Authority of its designee.
- b. The County shall not withhold approval for participation in Union business, as provided in this subsection, unless it unreasonably interferes with departmental operations.

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 chairs of the Committee, individuals from a department knowledgeable on an agenda item may be invited to attend and participate in the discussion. The Meet and Confer Committee, or a sub group (at least two members from PCCOA and Pima County) will meet at least quarterly during the times the Committee is not meeting to discuss renewing the MOU. Committee chairs will schedule meeting dates that are mutually agreeable and exchange meeting agendas at least seven (7) days prior to the agreed upon meeting date. Upon mutual agreement between Pima County and PCCOA, the meeting may be canceled. Human Resources will make every effort to have the appropriate departmental personnel available when issues pertaining to their department(s) need to be discussed. Release time for Labor-Management Relations, as described in this section, shall not be credited to the total time reflected in Section 1.4.c.

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 PCCOA 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 PCCOA or eligible to become a member of PCCOA.
- 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 led 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 PCCOA, 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 PCCOA, 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 PCCOA, when necessary.

D. Fourth Step

- 1) If the employee feels that the dispute is not resolved at the third step, the employee may request PCCOA to consider the alleged misapplication for advisory arbitration. PCCOA, 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 PCCOA shall select an arbitrator from a County-approved qualified arbitration services list. If the County and PCCOA are unable to agree on an arbitrator within the established time, either the County or PCCOA may request that a County-approved, qualified arbitration service submit to the County and PCCOA 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 PCCOA 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 PCCOA, 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 PCCOA 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 PCCOA. Each party will bear its own costs.
 - 7) Within ten (10) days of receipt of the findings and recommendations, the County Administrator shall inform PCCOA in writing of his or her decision to accept, reject or modify the advisory recommendations of the arbitrator.
 - 8) If PCCOA is not satisfied with the decision of the County Administrator, PCCOA 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. PCCOA 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 Revised Minimum Qualifications, Licensure and/or Certification Requirements

It is the right of the County to maintain a classification and compensation system as provided by state law. Changes to the minimum qualifications, licensure and/or certification

requirements for a position class specification shall be in accordance with Administrative Procedure 23-49, dated in November of 2015.

Section 3-3 Multilingual Compensation

Upon the approved effective date 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 PCCOA prior to implementation. During the first year of implementation, Human Resources department and PCCOA will periodically review the program.

Section 3-4 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 \$19.2307 (\$40,000 annually) or less.

Section 3-5 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 3-6 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. For Fiscal Year 2018-19 there will be a thirty (30) calendar day open enrollment period.

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) maybe 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 AFSCME, 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, 2019 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.



MEMORANDUM

Date: July 16, 2018

To: Cathy Bohland, Director
Human Resources Department

From: C.H. Huckelberry
County Administrator 

Re: **Attached Meet and Confer Memorandum of Understanding Between Pima County Correctional Officers' Association**

Apparently, Mr. Steve Portell is acting on behalf of the Corrections Officers in drafting a Meet and Confer Memorandum of Understanding. Please review the draft, particularly how it may relate to, or is equivalent to, any other Meet and Confer Agreements we have with other union organizers, specifically, American Federation of State, County and Municipal Employees (AFSCME). The one area that I know is substantially deficient is the total amount of leave time. In the past, we have examined this with both the Service Employees International Union (SEIU) and AFSCME; and found 4,800 hours is grossly excessive and should more accurately reflect approximately 1,200 hours.

Please review the attached document, comment accordingly and note where there are any exceptions and/or deviations from the existing Meet and Confer Memorandums of Understanding.

CHH/lab

c: Tom Burke, Deputy County Administrator for Administration

Meet and Confer Memorandum of Understanding
Between
Pima County Correctional Officers' Association (PCCOA)
and
Pima County, Arizona
Fiscal Year 2018-19

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 Pima County Correctional Officers' Association ("PCCOA" or "Union") 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.

The County will apply all Personnel Policies, Merit System Rules, and Administrative Procedures without discrimination based on race, color, religion, national origin age, disability, veteran's status, sex, gender identity, gender expression or sexual orientation.

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 PCCOA 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. The PCCOA may, from time to time, increase the amount of employee dues and voluntary contributions to be deducted from employees' pay, and the County will accept a single page authorization signed by each employee/Union member and put into effect immediately the payroll deductions for the increased dues and voluntary contributions.

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 (collectively "Union Representatives") and shall notify the County Human Resources Department and each Appointing Authority of such designation(s) within his or her department on a quarterly basis. The Union may notify the County of a change in Union Representatives in the event of death, family emergencies, mental or physical incapacities, resignations, expulsions from the Union, change in employment status and/or any other emergent circumstance that prohibits a designated Union Representative from performing his/her duties as a Union Representative.
 1. The County shall not unilaterally change or adjust a Union Representative's regular work schedule, assignments, or workload solely as a result of such designation.
 2. At the Union's and/or the Union Representative's request, the parties will mutually arrange any necessary scheduling or workload adjustments to allow representative(s) to conduct County/Union-related business as provided by Section 1-4 Labor-Management Relations.
 3. Release time for union representation shall be credited to the total time in section 1.4.c.

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.

PCCOA shall be allowed to use department-designated employee bulletin boards or display areas in County buildings where PCCOA-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 PCCOA-eligible employees, PCCOA 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. PCCOA 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 PCCOA-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, and PCCOA status and, for employees currently represented by PCCOA, each employee's hourly wage. PCCOA 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 PCCOA with a listing of PCCOA-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 PCCOA-eligible employees.

Additionally, the County will provide PCCOA with publicly available information related to the representation of PCCOA 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. Release time to attend NEO shall be credited to the total time reflected in section 1.4.c.

7. Union Leave

The County shall not unreasonably deny Union requests for unpaid leaves of absence of up to twelve (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.
3. Release time union representation shall be credited to the total time reflected in section 1.4.c. No employee shall be denied representation due to limitations of release time.

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.

Section 1-4 Labor-Management Relations

A. Because the parties recognize that the effective and orderly administration of local government requires joint cooperation and assistance, the Union and the County agree to facilitate release time activities necessary to: effectuate the provision of quality services to the public; implement policies and programs that serve the public, the County and its employees; increase the efficiency of administrative determinations; and improve communication between the County and its employees.

B. County/Union Related Business

The County agrees to release Union Representatives from duty during their regular scheduled work hours with full pay and benefits to participate in County/Union related business. The Union, through its Union Representatives, will use release time to conduct County/Union-related business.

- a. County/Union-related business is defined as activities involving the participation of the Union and the County, through its representatives, that concern issues of mutual concern and/or benefit and occur during a Union Representative's normal work/shift and work hours (e.g. Monday through Friday 8:00a.m. to 5:00p.m.). Such activities include: participation in County committees and/or task forces established by this MOU; participation in Meet & Confer process meetings; participation in other mutually agreed-upon meetings; assistance in the processing of grievances and disciplinary matters involving employees; representation of employees in grievance hearings and/or disciplinary meetings; communication between the parties regarding, among other things, policies, procedures, training, and employee concerns; and assistance to employees in their awareness and compliance with County procedures. The County and Union will discuss and may mutually agree to allow a Union Representative to discuss with an employee during an employee's normal work hours/shift other matters of mutual concern and/or benefit to the County and the Union.
- b. The Union shall notify Human Resources of requested release time at least four (4) full business days in advance; at which time the Human Resources Department shall notify the respective Appointing Authority. These timelines may be waived under extenuating circumstances with mutual agreement of the Union, Department Director and Human Resources.

C. Other County/Union Activities

- a. The County agrees to provide an additional 4800 hours of paid time per year to be utilized by Union designees for the purpose of conducting other County/Union activities. The Union, through its designees, must use release time hours provided in this subsection County/Union activities, for the following activities: promotion of communication with employees and supervisors to contribute to positive working relationships; assistance in County communications to employees; promotion of positive Union and County labor relations during the County's New Employee Orientation sessions; participation as a spokesperson for employees for the dual purpose of helping employees and the County; and advocating for services provided by the County. If time used exceeds 4800 hours in any fiscal year, the Union shall reimburse the County the cost of the employee including salary plus benefits.
- b. The Union shall notify Human Resources of release time at least four (4) full business days in advance; at which time the Human Resources Department shall notify the respective Appointing Authority. These timelines may be waived under extenuating circumstances with the mutual agreement of the Union, Department Director and Human Resources. Requests may be made for multiple dates and will not be unreasonably denied or rescinded. All requests shall be made in a single standardized form. The County agrees to respond to the Union and/or the Union designee no later than 24 hours prior to the requested time.
- c. Time paid is for regular scheduled work hours as scheduled by the Appointing Authority. No paid time may be utilized for partisan political activities.
- d. Time utilized pursuant to this subsection will be documented and submitted to the County for verification purposes upon request to ensure compliance.

D. Union Business

- a. If Union business occurs during a Union designee's normal work hours/shift, the employee may use accrued vacation time, comp time, or any other personal leave generally available to employees to engage in such Union business, provided that the employee obtains prior approval from the Appointing Authority of its designee.
- b. The County shall not withhold approval for participation in Union business, as provided in this subsection, unless it unreasonably interferes with departmental operations.

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 chairs of the Committee, individuals from a department knowledgeable on an agenda item may be invited to attend and participate in the discussion. The Meet and Confer Committee, or a sub group (at least two members from PCCOA and Pima County) will meet at least quarterly during the times the Committee is not meeting to discuss renewing the MOU. Committee chairs will schedule meeting dates that are mutually agreeable and exchange meeting agendas at least seven (7) days prior to the agreed upon meeting date. Upon mutual agreement between Pima County and PCCOA, the meeting may be canceled. Human Resources will make every effort to have the appropriate departmental personnel available when issues pertaining to their department(s) need to be discussed. Release time for Labor-Management Relations, as described in this section, shall not be credited to the total time reflected in Section 1.4.c.

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 PCCOA 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 PCCOA or eligible to become a member of PCCOA.
- 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 led 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 PCCOA, 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 PCCOA, 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 PCCOA, when necessary.

D. Fourth Step

- 1) If the employee feels that the dispute is not resolved at the third step, the employee may request PCCOA to consider the alleged misapplication for advisory arbitration. PCCOA, 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 PCCOA shall select an arbitrator from a County-approved qualified arbitration services list. If the County and PCCOA are unable to agree on an arbitrator within the established time, either the County or PCCOA may request that a County-approved, qualified arbitration service submit to the County and PCCOA 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 PCCOA 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 PCCOA, 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 PCCOA 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 PCCOA. Each party will bear its own costs.
 - 7) Within ten (10) days of receipt of the findings and recommendations, the County Administrator shall inform PCCOA in writing of his or her decision to accept, reject or modify the advisory recommendations of the arbitrator.
 - 8) If PCCOA is not satisfied with the decision of the County Administrator, PCCOA 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. PCCOA 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 Revised Minimum Qualifications, Licensure and/or Certification Requirements

It is the right of the County to maintain a classification and compensation system as provided by state law. Changes to the minimum qualifications, licensure and/or certification requirements for a position class specification shall be in accordance with Administrative Procedure 23-49, dated in November of 2015.

Section 3-3 Multilingual Compensation

Upon the approved effective date 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 PCCOA prior to implementation. During the first year of implementation, Human Resources department and PCCOA will periodically review the program.

Section 3-4 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 \$19.2307 (\$40,000 annually) or less.

Section 3-5 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 3-6 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. For Fiscal Year 2018-19 there will be a thirty (30) calendar day open enrollment period.

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) maybe 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 AFSCME, 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, 2019 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.