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# MEMORANDUM

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Date: February 8, 2019

To: The Honorable Ramón Valadez, Vice Chair  
Pima County Board of Supervisors

From: C.H. Huckelberry  
County Administrator

A handwritten signature in black ink, appearing to read "CHH", is written over the printed name "C.H. Huckelberry".

Re: **Proposed Pima County Deputy Sheriff Association (PCDSA) Memorandum of Understanding**

I have reviewed the one Memorandum of Understanding (MOU) you recently provided for my review. The number of MOUs keeps growing.

Attached are three separate MOUs, drafted by Attorney Steve Portell received on December 14, 2018 (Attachment 1), February 5, 2019 (Attachment 2) and February 6, 2019 (Attachment 3) and subsequently shared with Members of the Board of Supervisors. A review of each of the three MOUs received indicate that the proposals are all different and it is unclear which MOU that Mr. Portell wishes to put forth for Board approval.

For example; the February 5, 2019 MOU provides that the MOU remain in full force and in effect until June 30, 2023 (page 13). The February 6, 2019 MOU provides that the MOU remain in full force and in effect until June 30, 2019 (page 13). The February 5, 2019 MOU provides for 1500 hours of paid time per year for "Union activity" (page 5) and the February 6, 2019 MOU provides for 4,800 hours of paid time per year for "Union activity" (page 6). While the February 5, 2019 MOU, Section 1-2 correctly identifies the Law Enforcement Merit System Council Rules (page 4), the February 6, 2019 MOU, Section 1-2 fails to identify the Law Enforcement Merit System Council Rules and instead incorrectly identifies the Merit System Rules, which are in force for non-law enforcement County employees. There is further confusion in that the February 6, 2019 proposed MOU contains several additions not contained in the February 5, 2019 proposal.

In addition to the circulation of various MOU drafts, it appears that PCDSA again failed to follow Pima County Code, which requires the drafting of the MOU go through the Meet and Confer process with PCDSA representatives and County management representatives, as outlined in Mr. Burke's December 18, 2018 letter to Mr. Portell (Attachment 4). Per Ordinance 2007-1 (Attachment 5) Pima County Code § 2.20.050(C)(1), the meet and confer meetings begin within ten business days from receipt of the employee organization's written request to meet. To my knowledge, there has been no written request made to begin the meet and confer process. In fact, to my knowledge, the proposed MOU's as presented by Mr. Portell are completely devoid of any input whatsoever from the Sheriff or his designated

The Honorable Ramón Valadez

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representatives, in violation of the Pima County Code which establishes its creation through a meet and confer process between the aforementioned representative groups.

I have stated on numerous occasions that the County would enter into an MOU through the Meet and Confer process, but not one that disadvantages AFSCME. Apparently, this has not been understood as Mr. Portell appears to put the "cart before the horse," which means this multiple draft version MOU has never been through a Meet and Confer process. Pima County Code § 2.20.050(B) states that the **"county administrator and the employee organization shall within a reasonable time and by mutual agreement establish a meet and confer process."** Section 2.20.50(C) specifically provides:

County management shall meet and confer with an authorized employee representative upon **the authorized employee representative's request.** Representatives of county management and the authorized employee representative shall meet at mutually agreed upon times and places **and confer in good faith with sincere resolve to reach an agreement which will be committed to a written memorandum of understanding proposal to the board of supervisors.**

As such, the normal order of business, which was followed by SEIU and subsequently AFSCME, is that there is a Meet and Confer process that actually develops the MOU. Here we have a representative of the Sheriff's Deputy Union drafting an MOU that has never been through the process with County management representatives.

The management representatives to the Meet and Confer process have already been appointed; three representatives from the Sheriff's Department and two from County management. They stand ready to begin this process of meeting and conferring to develop a MOU, but to date, we have not seen or heard from the Union representatives nor have they made any request to begin the Meet and Confer process. I am unclear as to why this confusion persists, but it does.

As a final note, because the Sheriff is a separately elected official, he should participate in the development of the MOU as such participation in this process is vital in reaching an MOU that can be implemented.

#### Attachments

c: Jan Leshner, Chief Deputy County Administrator  
Tom Burke, Deputy County Administrator for Administration  
Andrew Flagg, Chief Civil Deputy County Attorney  
Cathy Bohland, Director, Human Resources

# ATTACHMENT 1

# **Meet and Confer Memorandum of Understanding**

*Between*

**Pima County Deputy Sheriffs' Association (PCDSA)**

*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 Deputy Sheriffs' Association ("PCDSA" 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 PCDSA 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 (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.
  - 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.

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

Additionally, the County will provide PCDSA with publicly available information related to the representation of PCDSA 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 its equivalent under the Law Enforcement Merit System Council Rules and Regulations), or appeal (as set forth in Merit System Rule 14 or its equivalent under the Law Enforcement Merit System Council Rules and Regulations) 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. 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; attendance and participation in meetings with the Board of Supervisors individually or collectively; 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 1500 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 1500 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.
- 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 PCDSA 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 PCDSA, 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 PCDSA and Pima County. This Procedure shall be used only for matters that are contained in the Meet and Confer Agreement and not covered by Law Enforcement 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 PCDSA or eligible to become a member of PCDSA.
- 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 PCDSA, 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 PCDSA, 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 PCDSA, when necessary.

D. Fourth Step

- 1) If the employee feels that the dispute is not resolved at the third step, the employee may request PCDSA to consider the alleged misapplication for advisory arbitration. PCDSA, 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 PCDSA shall select an arbitrator from a County-approved qualified arbitration services list. If the County and PCDSA are unable to agree on an arbitrator within the established time, either the County or PCDSA may request that a County-approved, qualified arbitration service submit to the County and PCDSA 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 PCDSA 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 PCDSA, 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 PCDSA 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 PCDSA. Each party will bear its own costs.
  - 7) Within ten (10) days of receipt of the findings and recommendations, the County Administrator shall inform PCDSA in writing of his or her decision to accept, reject or modify the advisory recommendations of the arbitrator.
  - 8) If PCDSA is not satisfied with the decision of the County Administrator, PCDSA 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. PCDSA 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 employee wage increases. The PCDSA may also participate in any Law Enforcement Merit System Council proceedings to analyze and make findings regarding employee wages and compensation. Findings and recommendations of this Committee shall be reported to the Board of Supervisors via 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 PCDSA prior to implementation. During the first year of implementation, Human Resources department and PCDSA 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 2018-2019 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, 2023 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.

# ATTACHMENT 2

To: Tom B  
Cathy B

**Meet and Confer Memorandum of Understanding**

*Between*

**Pima County Deputy Sheriffs' Association (PCDSA)**

*and*

**Pima County, Arizona  
Fiscal Year 2018-19**

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rec from  
B member*

*Have you*

*reviewed*

*??*

*CPD  
2/5/19*

**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 Deputy Sheriffs' Association ("PCDSA" 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 PCDSA 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 (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.
  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.

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

Additionally, the County will provide PCDSA with publicly available information related to the representation of PCDSA 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 its equivalent under the Law Enforcement Merit System Council Rules and Regulations), or appeal (as set forth in Merit System Rule 14 or its equivalent under the Law Enforcement Merit System Council Rules and Regulations) 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. 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; attendance and participation in meetings with the Board of Supervisors individually or collectively; 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 1500 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 1500 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.
- 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 PCDSA 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 PCDSA, 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 PCDSA and Pima County. This Procedure shall be used only for matters that are contained in the Meet and Confer Agreement and not covered by Law Enforcement 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 PCDSA or eligible to become a member of PCDSA.
- 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 PCDSA, 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 PCDSA, 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 PCDSA, when necessary.

D. Fourth Step

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- 1) If the employee feels that the dispute is not resolved at the third step, the employee may request PCDSA to consider the alleged misapplication for advisory arbitration. PCDSA, 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 PCDSA shall select an arbitrator from a County-approved qualified arbitration services list. If the County and PCDSA are unable to agree on an arbitrator within the established time, either the County or PCDSA may request that a County-approved, qualified arbitration service submit to the County and PCDSA 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 PCDSA 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 PCDSA, 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 PCDSA 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 PCDSA. Each party will bear its own costs.
  - 7) Within ten (10) days of receipt of the findings and recommendations, the County Administrator shall inform PCDSA in writing of his or her decision to accept, reject or modify the advisory recommendations of the arbitrator.
  - 8) If PCDSA is not satisfied with the decision of the County Administrator, PCDSA 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. PCDSA 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 employee wage increases. The PCDSA may also participate in any Law Enforcement Merit System Council proceedings to analyze and make findings regarding employee wages and compensation. Findings and recommendations of this Committee shall be reported to the Board of Supervisors via the County Administrator.

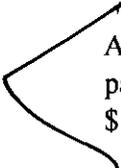
#### **Section 3-2 Revised Minimum Qualifications, Licensure and/or Certification Requirements**

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 PCDSA prior to implementation. During the first year of implementation, Human Resources department and PCDSA 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 2018-2019 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, 2023 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.

# ATTACHMENT 3

**Meet and Confer Memorandum of Understanding**  
*Between*  
**Pima County Deputy Sheriffs' Association (PCDSA)**  
*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 Deputy Sheriffs' Association ("PCDSA" 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 PCDSA 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 PCDSA 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.

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

Additionally, the County will provide PCDSA with publicly available information related to the representation of PCDSA 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 its equivalent under the Law Enforcement Merit System Council Rules and Regulations), or appeal (as set forth in Merit System Rule 14 or its equivalent under the Law Enforcement Merit System Council Rules and Regulations) 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. 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; attendance and participation in Law Enforcement Merit System Council meetings; attendance and participation in meetings with the Board of Supervisors individually or collectively; 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. As a condition of receiving reimbursement from the Union, the County will provide notice to the Union when it has reached 4700 hours, including a complete accounting of how the County calculates the 4700 hours then accrued in that fiscal year.
- 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.
- 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 PCDSA 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 PCDSA, 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 PCDSA and Pima County. This Procedure shall be used only for matters that are contained in the Meet and Confer Agreement and not covered by Law Enforcement 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 PCDSA or eligible to become a member of PCDSA.
- 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 PCDSA, 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 PCDSA, 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 PCDSA, when necessary.

D. Fourth Step

- 1) If the employee feels that the dispute is not resolved at the third step, the employee may request PCDSA to consider the alleged misapplication for advisory arbitration. PCDSA, 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 PCDSA shall select an arbitrator from a County-approved qualified arbitration services list. If the County and PCDSA are unable to agree on an arbitrator within the established time, either the County or PCDSA may request that a County-approved,

qualified arbitration service submit to the County and PCDSA 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 PCDSA 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 PCDSA, 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 PCDSA 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 PCDSA. Each party will bear its own costs.
- 7) Within ten (10) days of receipt of the findings and recommendations, the County Administrator shall inform PCDSA in writing of his or her decision to accept, reject or modify the advisory recommendations of the arbitrator.
- 8) If PCDSA is not satisfied with the decision of the County Administrator, PCDSA 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. PCDSA 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 employee wage increases. The PCDSA may also participate in any Law Enforcement Merit Council proceedings to analyze and make findings regarding employee wages and compensation. Findings and recommendations of this Committee shall be reported to the Board of Supervisors via 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 PCDSA prior to implementation. During the first year of implementation, Human Resources department and PCDSA 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 2018-2019 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. Nothing in this MOU shall be construed as a waiver of employee rights under state or federal law.

#### **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.

# ATTACHMENT 4



## COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER  
130 W. CONGRESS, FLOOR 10, TUCSON, AZ 85701-1317  
(520) 724-8661 FAX (520) 724-8171

C.H. HUCKELBERRY  
County Administrator

December 18, 2018

Mr. Stephen Portell  
4065 E. Cooper Street  
Tucson, Arizona 85711

**Re: Response to December 14, 2018 Letter re PCDSA Memorandum of Understanding**

Dear Mr. Portell:

I am in receipt of your December 14, 2018, letter concerning facilitation of the Memorandum of Understanding ("MOU") between the Pima County Deputy Sheriffs Association ("PCDSA") and the Pima County Sheriff's Department ("PCSD").

Thank you for providing the five names for representatives of the PCDSA. The County Administrator, in coordination with the Pima County Sheriff, has identified the following employees to be on the management team of the Meet and Confer Committee:

- Chief Deputy Byron Gwaltney, PCSD
- Deputy Chief Jesus Lopez, PCSD
- Captain David Theel, PCSD
- Cathy Bohland, Director, Pima County Human Resources
- Robert Johnson, Deputy Director, Pima County Finance and Risk Management

Relative to the two individuals identified as alternates, please note that the Pima County Code does not provide for alternates to serve as members of the Meet and Confer Committee. Additionally, the alternate names you provided (Bob Krygier and Bill Phillips) are current Sergeants within the Sheriff's Department, and as such, due to their supervisory duties, are not permitted to participate in the Meet and Confer process.

As you note, the draft MOU you provided closely tracks the current AFSCME MOU; however, more modifications may be required to address the statutes, rules and regulations relating specifically to law enforcement personnel, such as Arizona Revised Statutes, Title 38, *Public Officers and Employees*, § 38-101, *et seq.* While your draft was transmitted to stakeholders and Supervisors, the drafting of the MOU is required to go through the Meet and Confer process with PCDSA representatives and County management representatives.

Stephen Portell

Re: **Response to December 14, 2018 Letter re PCDSA Memorandum of Understanding**

December 18, 2018

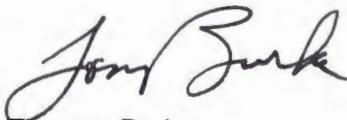
Page 2

Pursuant to the Code, the meet and confer negotiation process occurs between these representative groups, not with the Board of Supervisor members. Now that the ten members of the committee have been identified, Code §2.20.050(C)(1) indicates that meetings shall begin within ten business days from receipt of the employee organization's written request to meet.

Although you wrote about having PCDSA being "at the table" for the budget preparation for next fiscal year, the Meet and Confer committees do not draft budget proposals. If PCDSA has budget proposals, those should be presented directly to the Sheriff or to members of the Board of Supervisors, as is done by other groups with specific budgetary requests.

Additionally, although the County's meet and confer process results in a memorandum of understanding, Arizona Attorney General Opinion I06-004 (attached) explains that no agreement is binding as the Board of Supervisors must retain unilateral ability to act. Counties have no statutory authority to enter into bargaining agreements.

Sincerely,



Thomas Burke

Deputy County Administrator for Administration

Attachment

c: The Honorable Mark Napier, Sheriff  
C. H. Huckelberry, County Administrator

**STATE OF ARIZONA**  
**OFFICE OF THE ATTORNEY GENERAL**

ATTORNEY GENERAL OPINION  by  TERRY GODDARD ATTORNEY GENERAL  October 30, 2006	No. 106-004 (R06-008)  Re: County Meet-and-Confer Ordinances
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To: The Honorable Phil Lopes  
Arizona House of Representatives

**Questions Presented**

You have requested a formal opinion answering the following questions regarding the ability of a county board of supervisors to establish a formal meet-and-confer process by which the board would obtain advice on county personnel policies from county management and an authorized employee representative:

1. May a county ordinance allow county employees to elect an authorized employee representative and require the elected authorized employee representative and county management to meet in an effort to resolve differences, address working conditions and other issues of interest to employees, and present proposals to the board of supervisors for the board's possible action?

2. Must the process be purely advisory and not result in any collective bargaining agreement or binding contract such that where employees and county

management agreed on policy proposals, they submit the issues to the board of supervisors for action?

3. Can participation in this formal process be restricted to the elected authorized employee representative as long as the process allows individual employees to remain entirely free to communicate with county management outside that formal process?

### Summary Answers

1. A county may enact a meet-and-confer<sup>1</sup> ordinance provided that the ordinance does not extend beyond the scope of the statutory mandate of county authority, and that the ordinance does not deprive the county of policy-making authority.

2. The meet-and-confer process must not result in any binding collective bargaining agreement or contract because such an agreement would be an unlawful delegation of legislative authority.

3. A county may restrict the formal meet-and-confer process to the elected authorized employee representative as long as individual county employees are allowed to communicate freely with county management and the board of supervisors on employment and personnel issues.

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<sup>1</sup> The opinion's use of the term "meet and confer" accords with the definition expressed in *City of Phoenix v. Phoenix Employment Relations Board*, 145 Ariz. 92, 94-95, 699 P.2d 1323, 1325-26 (App. 1985). The term "meet and confer" in the realm of public employment denotes a process by which public employer and the authorized employee representative meet and confer in good faith with respect to certain topics, which may include wages, hours, and other terms of employment. *Id.* at 94, 699 P.2d at 1325. Although a memorandum of understanding may result from the process, no binding agreement may be the product of such negotiation; final decision-making authority is necessarily reserved to the public employer. *Id.* at 95, 699 P.2d at 1326.

## Analysis

### **A. Validity of County Meet-and-Confer Ordinances.**

A county may pass a meet-and-confer ordinance provided that the ordinance is drafted in a manner that does not extend beyond the scope of the statutory mandate of county authority and also does not deprive the county of policy-making authority.

County authority is necessarily limited. Counties are created by the Legislature to exercise part of the general governmental power in a specific location. *Marsoner v. Pima County*, 166 Ariz.195, 196, 801 P.2d 430, 431 (Ariz. App. 1990), *vacated on other grounds by Marsoner v. Pima County*, 166 Ariz. 486, 803 P.2d 897 (1991); *Maricopa County v. Black*, 19 Ariz. App. 239, 241, 506 P.2d 279, 281 (1973). The boards of supervisors of the various counties have only such powers as have been expressly or

by necessary implication, delegated to them by the state legislature. Implied powers do not exist independently of the grant of express powers and the only function of an implied power is to aid in carrying into effect a power expressly granted. Therefore, unless there has been an express grant of power by the legislature to the board to enact the ordinance here involved, it must be held to be invalid, regardless of whether the subject of said ordinance is of local or state-wide concern.

*Associated Dairy Producers Co. v. Page*, 68 Ariz. 393, 395-96, 206 P.2d 1041, 1043 (1949) (citations omitted); *see also Maricopa County v. Maricopa County Mun. Water Conservation Dist. No. 1*, 171 Ariz. 325, 328, 830 P.2d 846, 849 (App. 1991); *Shaffer v. Allt*, 25 Ariz. App. 565, 570, 545 P.2d 76, 81 (1976). A county “must act not only within the limits of the power granted it by the legislature, but must also comply with the statutory requirements prescribed by the Legislature.” *Mohave County v. Mohave-Kingman Estates, Inc.*, 120 Ariz. 417, 420, 586 P. 2d 978, 981(1978).

In Ariz. Att’y Gen. Op. 74-11, this Office answered a question very similar to the one presented here. In that opinion, the question posed was whether a county could enter

into an agreement to meet and discuss wages, terms of employment, and working conditions with a public employee union. This Office determined that a county could enter into such an agreement. Ariz. Att’y Gen. Op. 74-11 at 6-7. The question at issue here asks if the county may enact an ordinance requiring such a meeting between county management and an authorized employee representative.

Given the analysis in Ariz. Att’y Gen. Op. 74-11 and the statutory grants of county authority to set wages, benefits, and terms of employment,<sup>2</sup> it follows that the county not only has the authority to engage in these types of discussions with employee unions, but also to require itself to do so through a meet-and-confer ordinance. A meet-and-confer ordinance is not prohibited by any statutory provision and does not extend beyond the scope of statutory grants of county power.

While courts construe implied authority narrowly, the specific articulations of county authority within Arizona statutes suggest that the county may create ordinances to mandate meet-and-confer arrangements with employee representatives. Because Title 11 explicitly grants the authority to implement plans for the compensation of county employees, it follows that a county should be able to create an ordinance that requires a particular plan. A meet-and-confer policy is not an exercise of a new power; it is a procedural device by which a local government entity chooses to exercise the power that it already possesses. *See City of Phoenix v. Phoenix Employment Relations Bd.*, 145

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<sup>2</sup> The Legislature grants counties the authority to provide compensation for county employees. A.R.S. § 11-251(38). The Legislature also authorizes counties to provide for benefits for county employees and to provide for reimbursement to county employees who utilize public transportation to and from work. A.R.S. § 11-251(50), (51) & (53).

Ariz. 92, 97-98, 699 P.2d 1323, 1328-29 (Ariz. App. 1985) (noting ordinance was official procedure by which city determined policy decisions).

**B. Binding Agreements Through Collective Bargaining.**

In Ariz. Att’y Gen. Op. 74-11, this Office also considered whether public employees could use collective bargaining with the city in the same manner as do private or industrial employees. This Office concluded that public employees may organize and select representatives, but they do not have the authority to force a governmental agency to bargain with the representative through collective action. *Id.* at 6 (citing *Comm’n Workers of Am. v. Ariz. Bd. of Regents*, 17 Ariz. App. 398, 401, 498 P.2d 472, 475 (1972)). Unlike private industry, the employer-employee relationship in public employment is governed by statutory law and administrative regulation, not by contract. *Id.* at 4 (citing *City of Los Angeles v. Los Angeles Bldg. and Constr. Trades Council*, 94 Cal.App.2d 36, 45, 210 P.2d 305, 310 (1949)); *see also Bd. of Educ. of the Scottsdale High Sch. Dist. No. 212 v. Scottsdale Educ. Ass’n*, 17 Ariz. App. 504, 511, 498 P.2d 578, 585 (1972), *vacated on other grounds by Bd. of Educ. of the Scottsdale High Sch. Dist. No. 212 v. Scottsdale Educ. Ass’n*, 109 Ariz. 342, 509 P.2d 612 (1973). Absent a statutory provision allowing for collective bargaining, a county cannot create an ordinance for anything beyond the scope of meeting and conferring with employee representatives for the purpose of obtaining information and advice in order to make ultimately unilateral decisions. Ariz. Att’y Gen. Op. 74-11 at 6.

**C. Exclusivity of Meet-and-Confer Process.**

As noted above, a county does not have the power to engage in collective bargaining resulting in binding agreements because its authority to set wages and

employment conditions is delegated to it by the Legislature, and this use of collective bargaining in public employment would constitute an unlawful delegation of legislative authority. The primary difference between collective bargaining in private employment and in public employment “is in the exclusiveness of the bargaining representative.” Ariz. Att’y Gen. Op. 74-11 at 2. A county may not regard the employee representative as the exclusive representative of the employees, nor can the meet-and-confer ordinance preclude other negotiations or agreements between county management and individual employees or representatives of other employee groups. *Id.*

The question here is whether the formal meet-and-confer process can be restricted to the authorized employee representative as long as individual employees or representatives of other employee groups remain free to communicate with county management on employment and personnel issues. Because it cannot result in binding agreements, the meet-and-confer process is merely a means to provide information to county management on employment and personnel issues and to aid in informed governmental decision-making. Whether the county gathers that information through the “formal” meet-and-confer process or it is received from individual employees or representatives of other employee groups outside of that process seems to make no legal difference, as long as the flow of information from other sources to county management is not impeded. Therefore, a county may restrict the formal meet-and-confer process to the elected authorized employee representative as long as individual employees or representatives of other employee groups are allowed to communicate freely with county management and the board of supervisors on employment and personnel issues.

### Conclusion

A county has the authority to pass a meet-and-confer ordinance so long as such an ordinance does not go beyond the scope of the county's delegated powers and so long as the ordinance does not give up county policy-making authority. An ordinance that allows collective bargaining, as that term is used in private industry, is invalid because an exclusive bargaining agreement would be an unlawful delegation of legislative authority. Furthermore, a county's formal meet-and-confer process can only be limited to an authorized employee group representative on the specific condition that individual employees and representatives of other employee groups are allowed to communicate freely with county management and the board of supervisors on employment and personnel issues.

Terry Goddard  
Attorney General

482708

# ATTACHMENT 5

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: C\_D  
DEPUTY RECORDER  
0224 PE2



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**ORDINANCE NO. 2007 - 1**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, RELATING TO PERSONNEL AND EMPLOYEE MATTERS, ADDING A NEW CHAPTER 2.20 TO THE PIMA COUNTY CODE TO PROVIDE FOR AN ELECTION OF AN EMPLOYEE ORGANIZATION TO BE AN AUTHORIZED REPRESENTATIVE OF PIMA COUNTY EMPLOYEES AND TO PROVIDE FOR A MEET AND CONFER PROCESS.**

WHEREAS, the Pima County Board of Supervisors, has the authority to set personnel policies and terms and conditions of employment for county employees, and

WHEREAS, it is desirable for the Board of Supervisors and the employees of Pima County 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 services, and

WHEREAS, a procedure whereby county employees can collectively designate a representative to participate with management in particular processes of communication as designed by the Board of Supervisors will facilitate (i) freer and more effective expressions of employee views, issues, ideas and interests with regard to personnel matters, the provision of services, improvement of cost efficiency, maximization of county resources, reduction of costs to the county and other matters of importance to county employees and the public, (ii) more responsible and professional employee representation of those concerns to county management as well as to the Board of Supervisors, (iii) more orderly and harmonious employee-management relations, and (iv) the adoption by the Board of Supervisors of personnel policies that will better promote harmony, efficiency, quality, high morale in county service and the effective provision of services to county residents, and

WHEREAS, the Board of Supervisors wishes to establish procedures for the accomplishment of such goals without in any way diminishing (i) the Board's non-delegable authority to set personnel policies and terms and conditions of employment for county employees or otherwise exercise its lawful authority, (ii) the Board's (or each member's) prerogative to consult with any individual, employee, or group, with respect to any matter within the Board's authority, or (iii) the rights of any such individual, employee, or group to make their views known to county management or the Board (or its members) through processes outside of those specialized procedures designed by the Board for the purposes set forth above, and

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WHEREAS, to further the above-described public purposes, the Board of Supervisors hereby desires to establish procedures through which county employees can freely designate a collective representative to meet and confer with county management on county personnel matters and participate in a meaningful meet and confer process.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY:

SECTION 1: Title 2 of the Pima County Code is hereby amended by adding a new Chapter 2.20 to read as follows:

**Chapter 2.20 County Meet and Confer Process**

**2.20.010 Definitions**

**2.20.020 Election of Employee Representative**

**2.20.030 Recognition of Authorized Representative**

**2.20.040 County Neutrality and Employee Rights**

**2.20.050 Meeting and Conferring**

**2.20.060 Innovation and Quality**

**2.20.010 Definitions**

In this chapter, unless the context other wise requires:

- A. "Eligible employee" means any individual employed by the county except confidential, managerial or supervisory employees, officers, and elected officials and peace officers as defined in A.R.S. § 13-105(25).
- B. "Confidential Employee" means an employee who, has access to confidential or discretionary information regarding the formulation of county policy or procedures; or whose functional responsibilities or knowledge concerning employee relations makes the employee's membership in an employee organization incompatible with that employee's duties.
- C. "Managerial Employee" means an employee, including any elected official, who, is engaged predominantly in executive or management functions or who meets the definition of executive employee set forth in the Department of Labor regulations codified at 29 C.F.R. 541.100.
- D. "Supervisory Employee" means an employee, having authority to hire, transfer, suspend, layoff, recall, promote, discipline or discharge other employees, or to adjust their grievances, or to effectively recommend such action if the exercise of such authority is not of a routine or clerical nature but requires the use of independent judgment, as defined in 29 C.F.R. 541.202. The term "supervisor" shall include only those individuals who, pursuant to 29 C.F.R. 541.202, perform a preponderance of the above-specified acts of authority on a

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day-to-day basis and does not include "lead" persons who direct employee work but lack such authority.

### **2.20.020 Election of Employee Representative**

- A. 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 but such recognition shall be on the condition that individual employees and representatives of other employee groups are allowed to communicate freely with County Management and the Board on employment and personnel issues and so long as the flow of information to County Management and the Board from other sources is not impeded. A verified showing of majority status shall be established by the following method.
1. Subject to the conditions set forth above, an employee organization shall be entitled to be recognized and certified as the authorized representative of eligible employees upon receiving a majority of valid votes cast in a representation election.
  2. A request for election may be filed by an employee organization with the County Administrator upon a showing that a minimum of thirty (30) percent of eligible employees have designated the employee organization to represent them. This showing of interest may be made by petition, signed authorization cards, active membership cards or a combination thereof. All such documents must include the legible printed name of the employee, as well as the employee's signature in order to be verified.
  3. Within a reasonable time of receiving the petition, signed authorization cards, active membership cards or a combination thereof, but not to exceed twenty (20) days, the County Administrator shall verify whether the petition signatures, signed authorization cards, active membership cards or a combination thereof constitute a valid showing of interest in representation by an employee organization of at least thirty (30) percent of eligible employees.
- B. Upon verification of the showing of interest as described in subsection A, paragraph 2 of this section, the county shall, within five (5) business days, provide to the petitioning employee organization a list of all eligible employees. The list shall include the employees' department, and job classification, if available. The list shall be provided in both written and electronic format, if available. The determination of which employees are eligible pursuant to this chapter shall be made by the director of the human resources department, in consultation with the petitioning employee organization and the existing authorized representative, if any, and approved by the County Administrator.
- C. Upon verification of each group meeting the requirements of subsection A, paragraph 2 of this section, the County Administrator, in consultation with each employee organization qualifying to appear on the ballot, shall set an election date that is within thirty (30) calendar days or as mutually agreed upon by the County Administrator and the employee organization and shall, in consultation with the employee organization, determine the time(s) and location(s) for the election. The County Administrator shall post a notice showing the date and time of the election.

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- D. Any other employee organization that desires to have its name placed on the election ballot must file such a request within ten (10) business days of the first request for an election and must accompany such a request with a verified showing of interest, as described in subsection A, paragraph 2 of this section, that at least thirty (30) percent of eligible employees have authorized the employee organization to represent them.
- E. The election shall be conducted by secret paper ballot and be held at such time(s) and place(s) that all eligible employees have an opportunity to vote. Each employee eligible to vote shall be provided the opportunity to choose the employee organization he/she wishes to represent him/her from among those on the ballot, or to choose "none." Each employee organization on the ballot shall have the opportunity to have an observer stationed at each polling place for the duration of the election and during the vote count. As the meet and confer process will enhance public services and employee relations, voting and participation in this process constitutes a public benefit. Employees shall be given a reasonable opportunity to vote or to serve as designated election observers on paid time pursuant to written Administrative Procedures promulgated by the County Administrator.
- F. To be certified and recognized as an authorized representative, an employee organization must receive a majority of the valid votes cast. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a runoff election shall be conducted between the two choices receiving the largest number of votes.
- G. The election and vote count shall be conducted by the county at minimal cost and shall be overseen by a neutral third party mutually agreed to by all participants in the election, who shall serve as the election official. The election official shall report to the board on findings and conclusions regarding the election. The Board has the final authority to review such findings and conclusions and to resolve any disputes regarding the operation or outcome of any such election. All costs of the election shall be borne in equal amounts among the county and the participants in the election.

**2.20.030 Recognition of Authorized Representative**

- A. If an employee organization receives a majority of the valid votes cast in an election provided for in Section 2.20.020, the County Administrator shall certify and recognize the organization as the authorized representative for all eligible employees subject to the conditions set forth in Section 2.20.020. There shall be one authorized employee organization for purposes of meeting and conferring, or participating in any other labor-management process authorized by this Chapter. However, nothing in this Chapter shall prevent individual employees or representatives of other employee groups from communicating directly with County Management and the Board on employment and personnel issues and nothing in this Chapter shall be construed so as to impede the flow of information to County Management and the Board from other sources.
- B. An employee organization recognized as the authorized representative shall be recognized as such for a minimum of five years. An employee organization recognized as the authorized representative that is unsuccessfully challenged in a subsequent election pursuant to this

subsection shall be recognized for an additional minimum of five years. Thereafter, recognition as the authorized representative shall continue but may be challenged at any time after five years through the filing of an election request as provided for in section 2.20.020. The ballot for any such election shall include the existing authorized representative and any employee organization that files a valid petition pursuant to section 2.20.020.

#### **2.20.040 County Neutrality and Employee Rights**

- A. The county's confidential, managerial and supervisory employees, in their employment dealings with eligible employees, shall remain neutral on the issue of whether employees are to be represented by an employee organization or if so, which of any potential employee organizations should be the representative of such employees. Eligible employees shall not be treated adversely in the workplace for discussing or expressing their views regarding employee representation, the employee organization, or workplace issues.
- B. Employees may join or engage in activities on behalf of an employee organization on non-county working time. Employees shall be free from any interference, restraint, or coercion by any employee, supervisor, or manager because of their membership or participation in employee organizations, so long as any activity involving any employee organization or potential employee organization is done on non-county working time and does not interfere with or disrupt the work of the County. Employees may talk about employee organizations on county working time under the same terms applicable to any other employee conversation regarding non-work related topics.
- C. Any employee representatives may request payroll deductions for employee organization dues and other deductions authorized by employees. Such deductions shall be made if authorized in writing by the employee, and on the terms authorized by the employee. Any employee who has authorized deductions of employee organization dues may withdraw any such authorization pursuant to applicable county policy.
- D. Upon an employee organization's election as the authorized representative of eligible county employees, the employee organization's representatives may, pursuant to written Administrative Procedures promulgated by the County Administrator have access to public portions of county facilities during times that they are normally open to the public, and to non-public areas upon approval of the County Administrator or applicable department head, to meet with employees and conduct employee organization business, provided that such employees engage in these activities during non-county working time. The county shall not unreasonably restrict such access.
- E. Nothing in this chapter shall require any employee to become a member of or otherwise be affiliated with any employee organization or penalize in any manner any employee who chooses such non-affiliation. Individual employees, groups of employees, and employee representative organizations that are not the authorized representative may communicate directly and freely with the management and elected and appointed officials of the county on any matter that may be the subject of the meet and confer process and the flow of information to the Board shall not be impeded in any way.

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## **2.20.050 Meeting and Conferring**

- A. The purpose of this section is to establish a Meet and Confer process within the parameters set forth in Arizona Attorney General Opinion No. I06-004 (R06-008) to develop mutual recommendations in the form of a Meet and Confer Agreement for submittal to the Board. The goals of the Meet and Confer process shall include the provision of high quality services, the facilitation of harmonious relations between employees and County Management, enhancing employee performance, maximizing efficiency, and reducing costs and, therefore, the tax burden on county residents. The Meet and Confer process may include discussions of work issues including wages, benefits, merit system rules, personnel policies or other terms and conditions of employment.
- B. Upon recognition of an employee organization as the authorized representative of eligible county employees, the County Administrator and the employee organization shall within a reasonable time and by mutual agreement establish a Meet and Confer process. The process may include any committees, organizational structure, processes or schedules to facilitate communication and achieve mutual goals and may be mutually changed as necessary and appropriate.
- C. The authorized representative and County Administrator, and their representatives designated for this purpose, shall meet at least once each year prior to submission to the Board of a proposed budget pursuant to section 2.12.070(B) and confer in good faith with sincere resolve to reach consensus on all work issues that are the subject of the meet and confer process. Written recommendations in the form of a Meet and Confer agreement shall be developed and submitted to the board for consideration and action as one or more is completed and shall be accompanied by any proposed new or amended county code, ordinances, resolutions, rules, policies or procedures as may be necessary to implement each recommendation.
- D. Notwithstanding any recommendations or provisions of any Meet and Confer Agreement, the board retains its executive and legislative power and authority to act unilaterally at any time, whether or not such board action is consistent with any of the provisions of any such Meet and Confer Agreement, in any case, the Board may accept, reject or modify any such Meet and Confer Agreement resulting from the meet and confer process in whole or in part, or may take whatever action it deems appropriate consistent with applicable laws. All such actions taken by the Board that incur cost to the county are subject to annual appropriation by the board, as it deems appropriate, within each county budget.
- E. The authorized representative or the County Administrator may at any time make recommendations, communicate with, or report to the board on any work issue or the status of any discussion within the meet and confer process.
- F. Nothing in this chapter shall prevent the Board or county elected or appointed officials from acting unilaterally in exercising any powers or fulfilling any duties, responsibilities or

deadlines conferred or imposed by law, including the powers and duties of the County Administrator as set forth in chapter 2.12 of this code.

- G. All activities of and county employees and officials who participate in the meet and confer process are subject to the requirements of section 2.12.090 of this code relating to noninterference and Board of Supervisors policy number C2.1 relating to code of ethics.

**2.20.060 Innovation and Quality**

- A. In addition to the meet and confer process set forth in section 2.20.050 the county administrator and authorized representative shall meet at least annually to identify and address departmental and county-wide issues of mutual concern in an organized and constructive manner that facilitates employees and management jointly reaching solutions that improve the provision of high quality services or productivity in order to meet the needs and better serve the customers, residents and tax payers of the county.
- B. Quality and performance improvement programs shall be established based on policies and procedures developed by the County Administrator. The authorized representative and all individual employees, groups of employees, and employee representative organizations shall be encouraged to participate in such performance improvement programs to benefit those who receive and those who pay for county services.

SECTION 2. This Ordinance shall be reviewed within one (1) year of its effective date to determine the costs and benefits resulting from the Meet and Confer process and whether, and to what extent, the goals set forth in this Ordinance, particularly those related to innovation and quality, have been accomplished by this Ordinance.

SECTION 3. This Ordinance shall become effective 31 days after adoption.

**PASSED AND ADOPTED** by the Board of Supervisors, Pima County, Arizona this 9th day of January, 2007.

Chairman, Board of Supervisors

C. H. Huckelberry, County Administrator

Date: JAN 09 2007

ATTEST:



Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

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