Meet and Confer Memorandum of Understanding

Between

SEIU Arizona Local 48

and

Pima County, Arizona

Fiscal Year 2013-14

Preamble

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

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

Article I – Rights

Section 1-1 Union Rights

1. Non-Discrimination based upon Union Activity

The County shall not interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in union activity. Employees may engage 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 non-work related topics. Employees shall not be treated adversely in the workplace for discussing or expressing their views regarding the union or workplace for discussing or expressing their views regarding the union or workplace issues.

2. Dues Deduction

The County will continue to deduct union dues and other voluntary contributions from employees' pay as authorized by employees and transmit such amounts to SEIU each pay period along with a listing of employees, amount deducted,

employee identification number, job classification and department. An employee's dues deduction shall remain in effect unless revoked by the employee during the County's annual Health Benefits open enrollment period.

If an eligible employee who has authorized an automatic payroll deduction for union dues changes job classification or function and becomes no longer eligible for union representation, the employee shall have the option to keep payroll deduction, terminate such payroll deduction or direct the deduction be a voluntary contribution to the Union. Any notification to the employee of this option shall be copied to the Union.

3. Union Representatives

A. The Union may designate Union Officers, Union representatives, and Resolution Specialists and shall notify the Appointing Authorities of such designations. Following an election or appointment of new representatives of the Union, the new representatives will consult with their Appointing Authorities or designee and the parties will mutually arrange any necessary scheduling or workload adjustments to allow such representatives to conduct Union-related business as provided by this section. Additionally, SEIU shall notify Pima County Human Resources of election and/or appointment of new representatives quarterly

B. Union representatives shall be released from duty during regular or scheduled work hours as scheduled by the Appointing Authority with full pay to participate in a meeting with the County and/or County representatives, including any grievance hearing, or formal disciplinary meeting with an employee. Authorized SEIU representative will notify Human Resources of requested release time at which time Human Resource shall notify the respective Appointing Authority.

C. The County will provide an additional 4,800 hours of paid time per year to be utilized by Union designees for the purpose of conducting Union-related business. The time utilized must be submitted by the employee or, if the employee is reasonably unable to do so, by the employee authorized SEIU Representative to the Appointing Authority or designee for approval at least three work days in advance. 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 employee should know the status of the request no later than 24 hours prior to the requested time. Time paid is for regular or scheduled work hours as scheduled by the Appointing Authority. No paid time may be utilized for partisan political activities.

4. Access

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

SEIU shall be allowed to use department designated employee bulletin boards or display areas in County buildings in which there are employees represented by SEIU. Upon advance notice to the Department, Union representatives/members shall be granted reasonable access to employee bulletin boards in order to post appropriate notices.

The County agrees that for the purposes of communicating with SEIU eligible employees, SEIU may distribute material in a manner that does not interfere with or disturb the work place, including sending to County email addresses and work place mailboxes

5. Information

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

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

6. 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 so that the materials may be picked up to take with them for later review. Additionally, the Union shall be able to make a fifteen-minute presentation regarding the value of union membership to eligible and willing employees at the orientation location.

7. Union Leave

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

Section 1-2 Right to Representation

1. Employees have right to be represented by a representative of their 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 defined in Pima County Merit Rule No. 13), or appeal (as defined in Merit Rule No. 14 or during the mediation process (as defined in Pima County Personnel Policy No. 8-1 15). The employee will have a reasonable amount of time to obtain representation, not exceeding 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 Resolution Specialists or other Union designated representatives not to exceed ten (10) hours per occurrence. If this waiver proves to substantially affect the work performance of a Union representative, the Meet and Confer Committee agrees to meet to discuss the matter.

Section 1-3 Management Rights

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

be conducted. The County has the right to take all necessary actions to maintain uninterrupted service to the community.

Article II – Labor-Management Discussions

Section 2-l Labor-Management Discussions

The Meet and Confer Committee established by Administrative Procedure No. 23-32 will meet and confer regarding labor-management relations. The purpose of the Committee is to facilitate positive labor-management relations by providing a forum for the free discussion of mutual concerns and ideas, which may include discussion of the implementation of major new County programs or substantial modifications of existing major County programs that will have a significant impact on service delivery, work schedules, or duties. Upon request of one of the co-chairs of the Committee, individuals from a Department knowledgeable on an agenda item may be invited to attend and participate in the discussion.

Section 2-2 Dispute Resolution Procedure

A. Purpose

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

B. Procedures

1. 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.

2. For the purposes of this Procedure, "employee" means an eligible employee who is a member of SEIU or is eligible to be a member of SEIU.

3. The employee must initiate the procedure no later than ten (10) days from the date the employee knew, or should have reasonably known, of the action that lead to the alleged misapplication.

4. 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.

5. 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.

6. 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 by a written agreement signed by the employee or SEIU, and the County representative at that step.

7. 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.

8. The employee and the County may be accompanied and actively represented at any step conducted under this Procedure except the first step.

9. No reprisal or retaliation shall be taken against a person who participates or is a witness in this Procedure.

10. 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.

C. Steps

1. First Step

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

2. Second Step

   a. 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.

   b. 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 with a decision on whether to accept, reject or modify the relief sought. The employee shall be responsible for

providing a copy of the written response to SEIU, when necessary.

3. Third Step

If the employee disagrees with the Appointing Authority's response, the employee may submit the dispute to the County Administrator within five (5) days of receipt of the Appointing Authority's response with 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 on whether to accept, reject or modify the relief sought. The employee shall be responsible for providing a copy of the written response to SEIU, when necessary.

4. Fourth Step

a. If the employee feels that the dispute is not resolved at the third step, the employee may request SEIU to consider the alleged misapplication for advisory arbitration. SEIU, if it so chooses to arbitrate, shall submit a notification of such action to the County Administrator within five (5) days from receipt of the written response from the County Administrator.

b. Within five (5) days of notification, the County and SEIU shall select an arbitrator from a County approved qualified arbitration services list. If the County and SEIU are unable to agree on an arbitrator within the established time, either the County or SEIU may request a County approved qualified arbitration service to submit to the County and SEIU a list of seven (7) arbitrators who have had experience in the public sector.

c. Within five (5) days of receipt of said list, the County and SEIU shall select the arbitrator by alternately striking names from said list until one name remains or an arbitrator is agreed upon. That person shall then become the arbitrator.

d. The selected arbitrator shall set the hearing to begin no later than twenty (20) days from the date of selection and will proceed, as expeditiously as possible. The hearing shall be held at a time and place convenient to the County and SEIU, and the arbitrator shall be bound as set forth below.

1) The arbitrator shall be bound by the language of the Meet and Confer Agreement and the Merit System Rules and Personnel Policies in considering any issue properly before him or her and shall not add to, detract from, nor modify the language of the agreement and/or the rules

and policies.

2) The arbitrator shall be expressly confined to the specific issue(s) submitted.

3) The arbitrator shall be bound by applicable law.

4) The arbitrator shall sign and submit findings and advisory recommendations to SEIU and to the County Administrator in writing no more than seven (7) days from the date of closing the hearing.

5) All hearings will be transcribed.

6) The cost of the arbitrator and transcriptions of the hearing shall be borne equally by Pima County and SEIU. Each party will bear its own costs.

7) Within ten (10) days of receipt of the findings and recommendations, the County Administrator shall inform SEIU in writing of his or her decision to accept, reject or modify the advisory recommendations of the arbitrator.

8) If SEIU is not satisfied with the decision of the County Administrator, SEIU may appeal to the Board of Supervisors by filing the appeal with the Clerk of the Board within ten (10) days of the County Administrator's decision.

D. SEIU And County Dispute Resolution

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

Article III-Compensation & Benefits

Section 3-1 Wages

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

Section 3-2 Bilingual Skills

The Meet & Confer Committee will review the 2013-14 information gathered by the Human Resources Department. Additionally, the Committee may consider various forms of additional compensation, including non-monetary compensation, depending on the degree of proficiency and level of necessity for bilingual skills in those positions.

Section 3-3 Parking

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

Section 3-4 Health Benefits

The Health Insurance & Wellness Advisory Committee (HIBWAC) to the County Administrator 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 the HIBWAC shall be forwarded to the County Administrator for his/her appropriate consideration. The HIBWAC was established to deal with health benefit issues in lieu of the Meet and Confer Committee. All recommendations of the HIBWAC will be presented to the Meet and Confer Committee as information.

Section 3-5 Salary Range Adjustments

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

Article IV- Job Security

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

Article V- HOURS & LEAVE

Section 5-l Prorated Leave

Pima County Personnel Policies No. 8-105.8.5 and No. 8-106.8.2 which provides for pro-rated accruals for annual leave and sick leave for eligible part-time or variable-time employees shall apply.

Section 5-2 Bereavement Leave

Pima County Personnel Policy which provides for bereavement leave shall apply.

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

Permanent employees 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) programs rather than the donation of leave time on a case by case basis. These programs tend to treat all employees more fairly and foster ownership for the program.

A. Employees participate in an initial open enrollment period. Each employee has the opportunity to sign up for participation in the program. Upon enrollment, the employee contributes 16 hours of sick/vacation leave credit to the CAT bank. After the initial enrollment period, annually participating employees donate 8 hours of sick/vacation to the bank, if needed. On-going donations of time shall be determined by the HIBWAC annually based on an annual review of the CAT Bank balances. If an employee does not have a leave balance at the time of enrollment they can still enroll, the initial donation at enrollment can be applied over three months (four (4) pay periods). At the discretion of employees, one may voluntarily donate additional hours to the bank during the pay period of the employee's anniversary date. Implementation administrative procedures of the CAT Bank will be determined by Human Resources and Finance Department.

B. Current employees have one opportunity to enroll and participate in the CAT bank program; if they decide to not participate they cannot enroll later. This is to ensure that employees do not enroll only when they need the time. To ensure that all employees have an opportunity to learn about and enroll in the CAT bank, the initial enrollment period shall be three (3) months, beginning September 1, 2013. They must make the investment up front in order to participate in the future. New employees to the County would have 30 days after attending the new employee orientation to enroll. The first 16 hours of sick/vacation earned would be placed in the CAT bank. Investment of sick leave hours into the CAT Bank shall not count toward the first 56 hours converted annually to vacation leave.

C. When an employee needs to use the CAT bank they will apply on a form to be developed. The form would initially be reviewed by the HR department (FMLA Supervisor) to make sure the employee is eligible and is enrolled in the CAT bank program.

D. The ability to donate sick/vacation leave to individual employees (PP 8105 (G) and PP 106 (G) would be eliminated with the implementation of the CAT bank program.

E. The CAT Bank Sub-Committee shall consist of one member from SEIU, one member from law enforcement/corrections and one member from administration. The nonvoting Chair of HIBWAC shall be a non-voting chair for the Sub-Committee.

F. The CAT Bank program, the CAT Bank Sub-Committee shall implement the following criteria:

1. Determination of criteria for use of the CAT Bank shall be the same eligibility criteria as established for FMLA. As the FMLA criteria changes, so will the CAT Bank criteria.
2. Withdrawals from the CAT Bank shall only take place if there is a positive balance in the Bank.
3. Employees must exhaust all available leave balance before time may be used from the CAT Bank. Time allocated from the CAT Bank shall be limited to thirty (30) work days or two hundred and forty (240) hours per fiscal year, per employee. Special exception will be granted for employees who suffer an on the job work injury. One additional allocation of up to thirty (30) work days per fiscal year.
4. Employees shall only use allocated CAT bank time that is required. If the employee returns to work, the allocation balance will be returned to the CAT bank. Only hours actually required to be used will be allocated from the CAT Bank.
5. Individual employee leave records shall be confidential, as determined by Arizona State Statutes.
6. Denial of request for leave time from the CAT Bank shall not be grievable.
7. As needed, the Health Insurance Benefits and Wellness Advisory Committee (HIBWAC) Sub-Committee shall make a determination as to the need or lack of need for additional donations of time to the CAT Bank. Additionally, the HIBWAC CAT Bank Sub-Committee shall make recommendations to the Meet and Confer Committee on whether or not to adjust the amount of days available to employees under the program. The Meet and Confer Committee shall review the CAT Bank Program annually.

G. During the initial 3 month enrollment period for the CAT Bank, all employee to employee donations will be frozen. No employees will be allowed to receive or donate to other employees. Any employees who already have donations forms on file with Payroll shall be allowed to use those donated hours during this 3 month period. When the 3 month enrollment period has ended, all unused donated hours will revert back the donating employee.

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, 2014 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 have been collected within 180 days of 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 the employer's resources may not be used.