



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: May 21, 2019

Title: Memorandum of Understanding (MOU) between Pima County Deputy Sheriff's Association (PCDSA) and Pima County, Arizona.

Introduction/Background:

Pursuant to Pima County Code § 2.20.020, Pima County held an election for the authorized employee representative of the Pima County Deputy Sheriff's Association ("PCDSA"). As a result of the election, on November 16, 2018, the PCDSA was recognized as the authorized representative for all eligible Sheriff Deputy employees.

Discussion:

Pursuant to Pima County Code § 2.20.050(B) and (C), PCDSA representatives and the Pima County Management Team established a Meet and Confer process for the purpose of creating an agreed upon proposed Memorandum of Understanding ("MOU") for submission to the Board of Supervisors for consideration and approval.

Conclusion:

The proposed MOU has been agreed on by a consensus of the PCDSA and Pima County. The parties present the mutually agreed upon MOU to the Board of Supervisors for approval.

Recommendation:

Staff recommends that the Board of Supervisors adopt the MOU between PCDSA and Pima County, effective June 1, 2019, through June 30, 2022.

Fiscal Impact:

None

Board of Supervisor District:

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Department: Human Resources Telephone: 724-8028

Contact: Cathy Bohland Telephone: 724-2732

Department Director Signature/Date:  5/8/19

Deputy County Administrator Signature/Date:  5-8-19

County Administrator Signature/Date:  5/8/19

Meet and Confer Memorandum of Understanding
Between
Pima County Deputy Sheriff's Association (PCDSA)
and
Pima County, Arizona
June 1, 2019

This is a Memorandum of Understanding ("Agreement") by and between two parties ("the Parties"):

Pima County, Arizona, as represented by its Board of Supervisors and designees ("the County"); and

The Pima County Deputy Sheriff's Association ("PCDSA"), representing the interests of the Sheriff Deputies.

PREAMBLE

As it is the desire for the County of Pima and the PCDSA to work cooperatively to create a harmonious working environment that leads to 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 parties enter into this Agreement 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 PCDSA 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 Agreement. Nothing in this Agreement shall be construed as a restriction on individual Eligible Employees or representatives of other employee groups from communicating directly with the County on employment and personnel issues. The parties shall meet and confer in good faith in a sincere effort to reach consensus on all issues, with the understanding that the parties intend to jointly submit and recommend an Agreement for approval and implementation to the Pima County Board of Supervisors.

I. TERMS OF AGREEMENT

- A. This Agreement shall become effective on June 1, 2019 (subject to the approval of the County and the PCDSA) and shall remain in effect through June 30, 2022, unless modified or terminated at the discretion of the Board of Supervisors.
- B. Notification of intent to renegotiate this Agreement by either party shall be

submitted to the other party in writing, not less than 90 days prior to the expiration of this Agreement.

II. SCOPE/DEFINITIONS/RIGHTS OF REPRESENTATION

A. SCOPE

This Agreement permits the recognition by Pima County of a single labor organization, the Pima County Deputy Sheriff's Association ("PCDSA") to represent the Eligible Employees consisting of designated personnel of the Pima County Sheriff's Department who hold the classification of Deputy Sheriff. Except as otherwise stated, provisions of this Agreement do not apply to Deputy Sheriffs until their successful completion of both basic and field trainings.

B. DEFINITIONS

1. The following definitions and terms apply throughout this Agreement:
 - a. "Association" shall refer to the Pima County Deputy Sheriff's Association.
 - b. "Business Days" shall refer to Monday through Friday, excluding weekends and holidays, unless otherwise specified.
 - c. "County" shall refer to Pima County.
 - d. "County Administrator" shall refer to the Pima County Administrator or an authorized designee.
 - e. "Eligible Employee" shall refer to any individual employed by the County in a Deputy Sheriff classification, except for deputies who have not completed basic and field training(s), or who are contract, temporary, seasonal, part-time, probationary or confidential, managerial or supervisory employees (the rank of sergeant or above), and the Elected Official.
 - f. "Employee Organization" shall refer to an Employee Organization as defined by the Pima County Ordinance No. 2007-01 ("Meet and Confer Ordinance" or "MCO").
 - g. "Human Resources Department" shall refer to the Pima County Human Resources Department.
 - h. "Human Resources Director" shall refer to the Pima County Human Resources Director.
 - i. "Member" shall refer to an Eligible Employee, **who is a member of the PCDSA.**
 - j. "Member Representative" shall refer to employee members who are

permitted to use hours from the Association Leave Bank for activities contained in this Agreement.

- k. "PCDSA" shall refer to the Pima County Deputy Sheriff's Association.
- l. "Sheriff" shall refer to the Pima County Sheriff or an authorized designee.
- m. "Sheriff's Department" shall refer to the Pima County Sheriff's Department.

C. Right of Representation

1. The PCDSA is the authorized employee organization for purposes of meeting and conferring, and for participating in any other labor-management process authorized by the MCO and this Agreement.
2. PCDSA acknowledges that representation of Eligible Employees covered by this Agreement on wages and salaries shall be conducted in accordance with the provisions of Board of Supervisor Policies, Human Resources Personnel Policies and County Administrative Procedures and the Law Enforcement Merit System Council in accordance with Arizona Revised Statutes § 38-1003.
3. Eligible Employees have the right to join and remain members of the PCDSA, or any other Employee Organization, and to be free from any form of harassment, intimidation, coercion, threats of force or retaliation by the County, the Sheriff's Department, and any/all County management personnel with respect to the exercise of any rights under the MCO and this Agreement. It is understood and agreed that Eligible Employees have the equal right to refrain from any or all PCDSA activities, join any other Employee Organization, or resign from PCDSA membership free from any form of harassment, intimidation, coercion, threats of force or retaliation by the PCDSA.
4. Contribution of Hours and Use
 - a. During each year of this Agreement, the County will provide 1500 hours of Association Release Time to an Association Leave Bank on July 1 of each year.
 - b. The County will deduct a minimum of two (2) hours, but no more than ten (10) hours of vacation leave time annually, from any Member who volunteers the deduction, crediting the time to an Association Leave Bank. This deduction will occur upon the Member's request to Payroll annually and the Member's vacation balance will be charged when the collection is processed. This donation is subject to IRS rules and regulations. Nothing in this Agreement relieves the donor of

personal tax implications.

- c. The maximum accrual of Association Release Time shall not be greater than 260 days annually (2,080 hours) between July 1 and June 30 of the subsequent year. The annual vacation leave deduction will be adjusted accordingly if the draw would cause the leave bank to exceed 260 days (2,080 hours) within the fiscal year or cause the overall Members' contribution to exceed 580 hours within the fiscal year.
 - d. Both the Association and the County are responsible for tracking contributions and deductions to the Association Leave Bank and will reconcile quarterly.
 - e. Association Release Time shall be used in blocks not to exceed eight (8) hours, for use by Member Representatives to conduct business or activity consistent with this Agreement or the MCO ("County/Association-related business").
5. County/Association-related business is defined as activities involving the participation of the Association and the County, through its Member Representatives, that concern issues of mutual concern and/or benefit. Association Release Time may only be used for the following activities:
- a. Assistance in administrative interviews, the processing of grievances, and disciplinary matters involving Members as permitted by A.R.S. § 38-1101 *et seq.*, Law Enforcement Merit System Rule XIII, Pima County Sheriff's Department Rules and Regulations, Chapter 6(X), or during the mediation process as set forth in Pima County Personnel Policy 8-115.
 - b. Assistance to Eligible Employees in their awareness and compliance with County procedures.
 - c. Discussion with an Eligible Employee during an Eligible Employee's normal work hours/shift regarding other matters of mutual concern and/or benefit to the County and the Association.
 - d. Assistance in County communications to Eligible Employees.
 - e. Promotion of positive Association and County labor relations during the Sheriff's Academy New Hire Orientation.

- f. Community service activities as approved by the Sheriff.
 - g. Attendance at LEMSC meetings for non-disciplinary matters, limited to two Member Representatives per meeting. Any exceptions must be approved by the Sheriff.
 - h. PCDSA training or conference related to any business or activity consistent with the purpose of this Agreement or the MCO.
 - i. Labor Management meetings and for preparation for Meet and Confer meetings.
 - j. Any business or activity consistent with this Agreement or the MCO.
6. The Association may designate up to twelve (12) Member Representatives per year and shall notify the Sheriff's Department and Human Resources Department on a semi-annual basis of such designations. The Sheriff shall not unilaterally change or adjust a Member Representative's regular work schedule, assignments, or workload solely as a result of such designation.
7. Association Release Time for Member Representatives shall be debited from the Association Leave Bank. Time in excess of the Association Leave Bank shall be charged to some other type of employee leave and must be approved in advance by the Sheriff's Department.
8. Time utilized from the Association Leave Bank will be submitted to the County for verification purposes upon request to ensure compliance. The Association shall notify Human Resources of requested Association Release Time at least four (4) full business days in advance; at which time the Human Resources Department shall notify the Sheriff's Department. The Sheriff, or designated representative, shall review the request and notify Human Resources whether it can accommodate the request. Human Resources shall be responsible for notifying the Member Representative. These timelines may be waived under extenuating circumstances with mutual agreement of the Association, Sheriff's Department and Human Resources.
9. Authorized Association Release Time shall be submitted into the time-keeping system by the Member Representative, and it shall be approved by the appropriate supervisor.
10. Association Release Time will not be authorized if it results in an operational problem for the Sheriff's Department. Authorized Association Release Time that results in overtime must be approved by the Sheriff.

11. The activity to be engaged in cannot create a conflict of interest between the Association and the County as outlined in Board of Supervisor Policy C 2.1, for political purposes, or to make public commentary that places the County in a negative light.
12. The Association and the County shall quarterly reconcile on the use of all Association Leave Bank hours specified in this Agreement and create a report.

III. NON-DISCRIMINATION

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

IV. ASSOCIATION RIGHTS

A. Dues Deduction

1. The County will deduct PCDSA dues and other voluntary contributions from member employees' pay, as authorized by the 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, and will take effect at the beginning of the pay period after notification is given. Any notification to the employee regarding these options shall be copied to the PCDSA.
2. If an eligible employee who has authorized an automatic payroll deduction for PCDSA dues changes job classification or function and becomes ineligible for PCDSA representation, the employee shall have the option to terminate such payroll deduction or shall choose to continue payroll deduction and direct that the deduction be a voluntary

contribution to the PCDSA. Eligible employees who change their deduction must complete and submit the appropriate form to Pima County Payroll.

B. Access

1. Pursuant to the MCO, PCDSA, 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 PCDSA'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. PCDSA shall be notified as far in advance of the cancellation as possible, but normally not less than 24 hours in advance. The Member Representative must indicate that PCDSA is sponsoring the meeting when requesting or reserving a conference/meeting room. PCDSA will exercise reasonable care and due consideration for the maintenance of the conference/meeting room. The Sheriff shall notify those in the department that need to know of the arranged use of the conference/meeting room in advance of the meeting.
2. PCDSA shall be allowed to use Sheriff Department designated employee bulletin boards or display areas where PCDSA eligible employees work. Upon advance notice to the Sheriff, Association representatives/members shall be granted reasonable access to employee bulletin boards in order to post appropriate notices.
3. 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 PCDSA related materials as part of the Pima County Benefit and Wellness Fairs.

C. Information

1. 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, unit 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 secure and 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.

D. New Employee Orientation

1. The Association shall be provided the right to make available written materials at a reasonable location at the orientation site, identified by the Staff Services Section of the Sheriff's Department, prior to each Deputy Sheriff New Employee Orientation (NEO) so that the materials may be picked up by NEO attendees for later review. Additionally, the Association shall be afforded the opportunity to make a fifteen-minute presentation regarding the value of PCDSA membership to eligible and willing employees at the orientation location. Association Release Time to attend NEO shall be debited from the total time allotted by the Agreement.

E. Association Leave

1. The County shall not unreasonably deny PCDSA requests for unpaid leaves of absence of up to 12 months for member employees to engage in Association business, pursuant to Personnel Policy 8-108. Any member employee granted Association leave shall, at the end of the leave, be returned to the same classification with the same pay and benefits. It is the responsibility of the member employee to maintain Arizona POST certification requirements, comply with all Sheriff Department Rules and Regulations, and adhere to all employment conditions, as well as to contact PSPRS to determine the effects of the leave of absence.

V. MANAGEMENT RIGHTS

- A. The inherent Sheriff's Department managerial functions and policy-making rights are not in any way subject to the grievance procedure contained in this Agreement.
- B. The rights of the Sheriff's Department, through its management designees, shall include, but are not limited to the following:
 1. The Sheriff shall have full control of the Sheriff's Department, as provided in Arizona Revised Statutes ("A.R.S.") § 11-441.
 2. To exercise control and discretion over the organization and efficiency of operations of the Sheriff's Department;
 3. To direct the Employees of the Sheriff's Department, including the right to

assign work and overtime;

4. To hire, examine, classify, promote, train, transfer, assign, and schedule Sheriff's Department Employees;
 5. To suspend, demote, discharge, or take other disciplinary action against Employees pursuant to A.R.S. § 38-1104, and pursuant to Law Enforcement Merit Council Rules, County Directives and Sheriff Department Rules and Regulations in force at the time of the alleged incident;
 6. To increase, reduce, change, modify, or alter the composition and size of the Sheriff's Department work force, including the right to relieve Employees from duties because of lack of work, funds, or a material change in the duties or organization of the Sheriff's Department;
 7. To determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased.
- C. The County will apply all BOS Policies, Personnel Policies, Law Enforcement Merit System Rules, Administrative Procedures, and Sheriff Department Rules and Regulations, without discrimination based on race, color, religion, national origin, age, disability, veteran's status, sex, gender identity, gender expression or sexual orientation.

VI. LABOR-MANAGEMENT RELATIONS

- A. Labor Management meetings shall be held upon request of either the PCDSA or the County. The purpose of these meetings shall be to facilitate improved labor management relationships by providing a forum for free and informal discussion of concerns and problems. A maximum of two (2) representatives from County Management and two (2) representatives from PCDSA shall attend these meetings. Arrangements for the meeting shall be mutually agreed upon by all parties. Both the PCDSA and the County shall notify each other in writing of the subject they wish to discuss two weeks in advance of the meeting. Association Leave Bank is available to participate in the Labor Management meetings, when available.
- B. The Meet and Confer Committee established by Administrative Procedure 23-32 will meet and confer regarding labor-management relations. 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 upon agreement of both Chairs, otherwise only members

of the Meet and Confer Committee, and a recording secretary, are permitted to attend.

- C. The Meet and Confer Committee may begin discussions regarding renewal of the MOU six months prior to the MOU expiration date. Committee chairs will schedule meeting dates that are mutually agreeable and exchange meeting agendas at least three (3) days prior to the agreed upon meeting date. Upon mutual agreement between Pima County and PCDSA the meeting may be canceled. Association Release Time from the Association Leave Bank is not required for Meet and Confer activities.

VII. 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 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, Human Resources Personnel Policies, County Administrative Procedures, Board of Supervisors Policies, or Sheriff Department's Rule and Regulations.

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 Human Resources Department is open to the public.
2. For the purposes of this Procedure, "employee" means an employee who is a member of PCDSA or eligible to become a member of PCDSA.
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 in the form of a written agreement signed by the employee or PCDSA, 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 with the exception of the first step.
9. No reprisal or retaliation shall be taken against a person who participates or is a witness in the processes set forth in this Procedure.
10. In all cases, documents related to any dispute resolution under this Procedure shall be maintained by Human Resources, separate from the employee's medical or official 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 his or her 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 Human Resources Director 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 Human Resources Director 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 Human Resources Director 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.

3. Third Step

a. If the employee disagrees with the Human Resources Director's response, he or she may submit the dispute to the County Administrator within five (5) days of receipt of the Human Resources Director'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.

4. Fourth Step

a. 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.

b. 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.

c. 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.

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 PCDSA, and the arbitrator shall be bound as set forth below.

e. The arbitrator shall be bound by the language of this Agreement, Meet and Confer Ordinance, Law Enforcement 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.

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

submitted.

g. The arbitrator shall be bound by applicable law.

h. 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.

D. PCDSA and County Dispute Resolution

1. 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.

VIII. COMPENSATION & BENEFITS

A. WAGES

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

B. Leave

All County Personnel Policies which provide for leaves for eligible employees shall apply.

C. Minimum Qualifications, Licensure and/or Certification Requirements

Minimum qualifications, licensure and/or certification requirements for a Deputy Sheriff classification shall remain consistent with Arizona POST requirements and in accordance with Administrative Procedure 23-49.

D. 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. All recommendations of HIBWAC will be presented to the Meet and Confer Committee as information.

E. Salary Range Adjustments

In each year, Human Resources will conduct a market survey of pay salary ranges of the established market. This market study will be conducted in the Fall of each year during the span of the Agreement and will be the basis for determining possible market study adjustments. Salary ranges shall be adjusted as approved by the Board of Supervisors.

IX. JOB SECURITY

A. Layoff

If the Sheriff's Department were to lay off 5% or more of eligible employees, the Association 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.

B. Notification

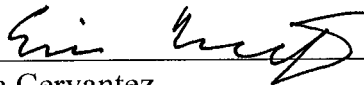
The Director of Human Resources will notify both Chairs of the Meet and Confer Committee within five (5) business days of notification to the Human Resources Department of an approved layoff plan that meets the aforementioned criteria.

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, 2022, unless modified or terminated at the discretion of the Board of Supervisors. Should a conflict arise between any applicable Board of Supervisor Policies, Human Resources Personnel Policy and Law Enforcement Merit System Rules and this Agreement, this Agreement shall take precedence, to the extent permitted by law.

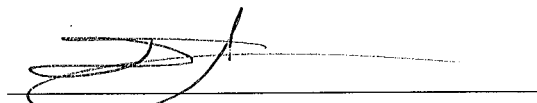
To request an election for decertification, employees must file a decertification petition asserting that the currently certified employee association no longer represents the employees' unit. At least 30 percent of the employees within the currently represented unit must sign the petition. Signatures 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, 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.



Eric Cervantez
Pima County Deputy Sheriff's Association

Approved as to form:


Pima County Attorney
DANIEL JURKOWITZ

Richard Elias, Chairman
Pima County Board of Supervisors

ATTEST:

Clerk of the Board