



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 9/20/2022

*= Mandatory, information must be provided

Click or tap the boxes to enter text. If not applicable, indicate "N/A".

***Title:**

Memorandum of Understanding ("MOU") between American Federation of State, County and Municipal Employees ("AFSCME") Arizona Local 449 and Pima County

***Introduction/Background:**

The previous MOU between AFSCME Local 449 and Pima County expired on September 28, 2020. On May 24, 2022, AFSCME Local 449 requested to begin the Meet and Confer Process for Fiscal Year 2022-2023.

***Discussion:**

Pursuant to Pima County Code of Ordinances Chapter 2.20.050 (B) and (C), AFSCME representatives and the Pima County Management Team met in the Meet and Confer process from July 28, 2022, through August 25, 2022, and have come to an agreed upon MOU.

***Conclusion:**

The proposed MOU has been agreed on by a consensus of AFSCME and Pima County Management Meet and Confer members. 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 AFSCME Local 449 and Pima County.

***Fiscal Impact:**

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***Board of Supervisor District:**

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ All

Department: Human Resources

Telephone: 520-724-8028

Contact: Cathy Bohland

Telephone: 520-724-2732

Department Director Signature:

[Signature: Cathy Bohland]

Date: Sept 7, 2022

Deputy County Administrator Signature:

[Signature: J. Lee]

Date: _____

County Administrator Signature:

Date: 9/7/2022

Date: September 1, 2022

To: Jan Leshar
County Administrator

From: Cathy Bohland, Director
Human Resources

From: Marcelino Flores
AFSCME County Chair

Re: **Proposed AFSCME Local 449 and County Memorandum of Understanding Effective FY 2022/23**

The American Federation of State, County and Municipal Employees Local 449 (Local AFSCME) Meet and Confer Team¹ and the County Management Meet and Confer Team² met as the Meet and Confer Committee to create a new Memorandum of Understanding (MOU). The Meet and Confer Committee met from July 28, 2022, through August 25, 2022, and have come to an agreed upon MOU. The proposed MOU would be in effect from date of approval through June 30, 2025.

Both the Local AFSCME and County Management teams found the Meet and Confer process to be successful and both are appreciative of the other's efforts in making this an amicable and fruitful process.

Local AFSCME and County Management request that this MOU be submitted to the Board of Supervisors for approval.

¹ The AFSCME Meet and Confer Team consists of Marcelino Flores, Karl Wagner, and Chula Robertson all employees of Community & Workforce Development, Jen Wagner of the Health Department, and Paul Lopez of the County Attorney's Office.

² The County Management Meet and Confer Team consists of Ray Ochotorena, Fleet Services Director, Paula Perrera, Behavioral Health Director, Robert Padilla, NRPR Deputy Director, Ellen Moulton, Finance and Risk Management Director, Cathy Bohland, Human Resources Director.

Meet and Confer Memorandum of Understanding
Between
American Federation of State, County and Municipal Employees
(AFSCME) Arizona Local 449
and
Pima County, Arizona
September 20, 2022

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 American Federation of State, County and Municipal Employees, representing the interests of Pima County AFSCME eligible employees.

PREAMBLE

As it is the desire for the County of Pima and AFSCME 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 AFSCME 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. 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 September X, 2022 (subject to the approval of the County and AFSCME) and shall remain in effect through June 30, 2025, unless Pima County Ordinance No. 2007-01 (“Meet and Confer Ordinance “or “MCO”) is amended, abrogated, or expires.

- 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 American Federation of State, County and Municipal Employees (AFSCME) to represent the Eligible Employees consisting of designated personnel of the Pima County.

B. Definitions

1. The following definitions and terms apply throughout this Agreement:
 - a. "Business Days" shall refer to Monday through Friday, excluding weekends and holidays, unless otherwise specified.
 - 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 AFSCME incompatible with that employee's duties.
 - c. "County" shall refer to Pima County.
 - d. "County Administrator" shall refer to the Pima County Administrator or an authorized designee.
 - e. "Eligible Employee" means any individual employed by the County who is not deemed confidential, managerial, or supervisory, and not a peace officer as defined in A.R.S. 13-305(29)
 - f. "Employee Organization" shall refer to an Employee Organization as defined by the 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 AFSCME.**
- j. "Member Representative" shall refer to employee members who are permitted to use hours from the AFSCME Leave Bank for activities contained in this Agreement.

C. Right of Representation

- 1. AFSCME has the exclusive right to represent Eligible Employees for purposes consistent with the MCO. AFSCME 's right of representation shall not require an Eligible Employee to be represented by AFSCME concerning these matters.
- 2. AFSCME acknowledges that representation of 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 Employee Merit System Rules.
- 3. Eligible Employees have the right to join and remain members of AFSCME, or any other Employee Organization, and to be free from any form of harassment, intimidation, coercion, threats of force or retaliation by the County 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 AFSCME activities, join any other Employee Organization, or resign from AFSCME membership free from any form of harassment, intimidation, coercion, threats of force or retaliation by AFSCME.
- 4. County/AFSCME-related business is defined as activities involving the participation of AFSCME and the County, through its Member

Representatives, that concern issues of mutual concern and/or benefit and occur during a Member Representative's normal work/shift and work hours. During each year of this Agreement, the County will provide 1500 hours of AFSCME Release Time to an AFSCME Leave Bank, to be used in blocks not to exceed eight (8) hours, for use by Member Representatives to conduct County/ AFSCME-related business listed in this Agreement.

5. 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 AFSCME Leave Bank. This deduction will occur once annually in July 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. The maximum accrual of AFSCME Days, in the AFSCME Leave Bank, at any time shall not be greater than 260 days. The annual vacation leave deduction will be adjusted accordingly if the normal two hour draw would cause the leave bank to exceed 260 days (2,080 hours).
6. AFSCME Release time may be used for the following activities:
 - a. Assistance in administrative interviews, the processing of grievances, and disciplinary matters involving Members as permitted by Employee Merit System Rule 8, 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 AFSCME.
 - d. Assistance in County communications to Eligible Employees.
 - e. Promotion of positive AFSCME and County labor relations during the New Hire Orientation (Human Resources OnBoarding Program).

- f. Labor Management meetings and for preparation for Meet and Confer meetings (MCO).
 - g. Any business or activity consistent with this Agreement or the MCO.
- 7. AFSCME may designate up to twelve (12) Member Representatives per year and shall notify the Human Resources Department on a semi-annual basis of such designations. The County shall not unilaterally change or adjust a Member Representative's regular work schedule, assignments, or workload solely as a result of such designation.
- 8. AFSCME Release time for Member Representatives shall be debited from the AFSCME Leave Bank. Time in excess of the AFSCME Leave Bank shall be charged to some other type of employee leave and must be approved in advance by the County/Member Representative's Department.
- 9. Time utilized from the AFSCME Leave Bank will be submitted to the County for verification purposes upon request to ensure compliance. AFSCME shall notify Human Resources of requested AFSCME Release time at least three (3) full business days in advance; at which time the Human Resources Department shall notify the affected County Department. The affected County Department shall review the request and notify Human Resources whether or not 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 AFSCME, the affected Department and Human Resources.
- 10. Authorized AFSCME Release Leave time shall be submitted into the time-keeping system by the Member Representative, and it shall be approved by the appropriate supervisor.
- 11. Release time will not be authorized if it results in overtime for the Member Representative or creates an operational problem for the affected Department to meet its business operations/needs.

12. The activity to be engaged in when using release time cannot create a conflict of interest between AFSCME and the County or have negative impact upon the relationship between AFSCME and the County.
13. AFSCME and the County shall quarterly reconcile the use of all AFSCME Leave Bank hours specified in this Agreement and create a report.

III. AFSCME RIGHTS

A. Non-Discrimination

1. Employees may engage in or choose not to engage in AFSCME activity. Employees may talk about or choose not to talk about AFSCME 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 AFSCME or relevant work-related issues.

B. Dues Deduction

1. The County will deduct AFSCME dues and other voluntary contributions from member employees' pay, as authorized by the employees, and transmit such amounts to AFSCME each pay period along with a listing of employees, amount deducted, employee identification number, job classification and County 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 AFSCME.
2. If an eligible employee who has authorized an automatic payroll deduction for AFSCME dues changes job classification or function and becomes ineligible for AFSCME 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 AFSCME. Eligible employees who change their deduction must complete and submit the appropriate form to Pima County Payroll.

C. Access

1. Pursuant to the MCO, AFSCME, upon appropriate advance request and approval [generally three (3) workdays prior to the meeting] may use a County conference/meeting room when available. The County may rescind approval of AFSCME'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. AFSCME 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 AFSCME is sponsoring the meeting when requesting or reserving a conference/meeting room. AFSCME will exercise reasonable care and due consideration for the maintenance of the conference/meeting room. Human Resources shall notify those in the affected Department that need to know of the arranged use of the conference/meeting room in advance of the meeting.
2. AFSCME shall be allowed to use County designated employee bulletin boards or display areas where AFSCME eligible employees work. Upon advance notice to Human Resources, AFSCME Member Representatives 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 AFSCME eligible employees, AFSCME 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. AFSCME may distribute AFSCME related materials as part of the Pima County Benefit and Wellness Fairs.

D. Information

1. On a quarterly basis, the County shall supply an electronic file of AFSCME 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 AFSCME status and, for employees currently represented by AFSCME, each employee's hourly wage. AFSCME 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 AFSCME with a listing of AFSCME 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 AFSCME eligible employees.

E. New Employee OnBoarding Program

1. AFSCME shall be provided the right to make available written materials at a reasonable location at the onboarding site, identified by Human Resources, prior to each OnBoarding Program so that the materials may be picked up by attendees for later review. Additionally, AFSCME will be afforded up to fifteen-minutes for a presentation/question-answer session concerning the value of AFSCME membership. Attending the AFSCME presentation/question-answer session is completely voluntary for the OnBoarding Program attendees. AFSCME Release time to attend Onboarding shall be deducted from the total time allotted by the Agreement.

F. AFSCME Leave

1. The County shall not unreasonably deny AFSCME requests for unpaid leaves of absence of up to 12 months for member employees to engage in AFSCME business, pursuant to Personnel Policy 8-108. Any member employee granted AFSCME 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 the requirements of their position, comply with all County Rules, Policies and Procedures, and adhere to all employment conditions, as well as to contact ASRS to determine the effects of the leave of absence.

IV. MANAGEMENT RIGHTS

- A. The inherent County managerial functions and policy-making rights are not in any way subject to the grievance procedure contained in this Agreement.
- B. It is the exclusive right of the County:
 1. 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;
 2. To exercise control and discretion over its organization and operations;

3. To direct its employees, including the right to assign work and overtime;
4. To hire, examine, classify, promote, train, transfer, assign, and schedule employees;
5. To suspend, demote, discharge, or take other disciplinary action against employees pursuant to the Employee Merit System Rules, Personnel Policies, Board of Supervisor Policies and Administrative Procedures;
6. To increase, reduce, change, modify, or alter the composition and size of the County's workforce, including the right to relieve employees from duties because of lack of work, funds, or a material change in the duties or organization of a County 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, purchased, or contracted for. The County has the right to take all necessary actions to maintain uninterrupted service to the community.
8. The exercise of the County's rights does not preclude Eligible Employees from consulting or conferring with its management about the practical consequences of County management decisions in the areas of wages, hours, fringe benefits, and working conditions, consistent with other articles of this Agreement. In the same spirit, County Department management is not obligated to provide any explanation of every decision made in accordance with this Agreement.
9. The County will apply all Employee Merit System Rules, Board of Supervisor Policies, Personnel Policies, 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.

V. LABOR-MANAGEMENT RELATIONS

- A. Labor Management meetings shall be held upon request of either AFSCME 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 AFSCME shall

attend these meetings. Arrangements for the meeting shall be mutually agreed upon by all parties. Both AFSCME and the County shall notify each other in writing of the subject they wish to discuss two weeks in advance of the meeting. The AFSCME 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) business days prior to the agreed upon meeting date. Upon mutual agreement between Pima County and AFSCME the meeting may be canceled.

VI. 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 AFSCME 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 Employee Merit System Rules, Human Resources Personnel Policies, County Administrative Procedures, or Board of Supervisors 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 Human Resources Department is open to the public.

2. For the purposes of this Procedure, "employee" means an employee who is a member of AFSCME or eligible to become a member of AFSCME.
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 AFSCME, 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 AFSCME, 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 AFSCME, when necessary.

4. Fourth Step

- a. If AFSCME is not satisfied with the decision of the County Administrator, AFSCME 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. The Board of Supervisors will make the final decision.

D. AFSCME 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.

VII. COMPENSATION & BENEFITS

A. 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.

B. 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.

C. Salary Range Adjustments

Human Resources will annually review salary ranges for County positions to ensure market competitiveness compared to our comparator organizations. Any reviews warranting possible adjustments to the grade will be provided to County Administration for review and/or approval.

D. Salary Adjustments

County Administration may make recommendations to the Board of Supervisors for Countywide salary adjustments. Any Countywide salary adjustment will be approved by the Board of Supervisors.

VIII. JOB SECURITY

A. Layoff

If a County Department were to lay off 5% or more of eligible employees, AFSCME 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, 2025, unless modified or terminated at the discretion of the Board of Supervisors.

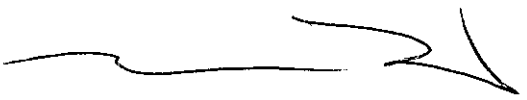
To request an election for decertification, employees must file a decertification petition asserting that the currently certified employee AFSCME no longer represents the employees' unit. At least 30 percent of the employees within the currently represented unit must sign the petition. Signatures must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

Approved as to form:



Deputy County Attorney



Marcelino Flores, Chairperson
AFSCME Meet and Confer

ATTEST:

Clerk of the Board

Sharon Bronson, Chair
Pima County Board of Supervisors