



MEMORANDUM

Date: June 12, 2026

To: The Honorable Chair and Members
Pima County Board of Supervisors

From: Jan Leshor 
County Administrator

Re: **Submission of Proposed FY2026/27 AFSCME Local 449 and Pima County Memorandum of Understanding for Review and Potential Action**

Introduction

Pima County Code Chapter 2.20 provides for a Meet and Confer Process to develop mutual recommendations in the form of a Memorandum of Understanding (MOU) that is submitted to the Board of Supervisors. As stated in the Code, "t[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."

Administrative Procedure 23-32, *Meet and Confer Process*, establishes a process by which Pima County engages in Meet and Confer discussions with the Authorized Representative of Pima County employees, the American Federation of State, County and Municipal Employees (AFSCME).

Pursuant to Administrative Procedure 23-32 and in accordance with Pima County Code Chapter 2.20, this memorandum summarizes the process undertaken to negotiate the MOU between Pima County and AFSCME, outlines the principal findings resulting from those negotiations and presents recommendations for consideration and ratification by the Board of Supervisors.

Discussion

The American Federation of State, County and Municipal Employees ("AFSCME") Local 449 Team and the County Management Team (together the Meet and Confer Committee) have completed its Meet and Confer process and submits its proposed Fiscal Year 2026/27 Memorandum of Understanding (MOU) for consideration by the Board of Supervisors. The proposed FY 2026/27 MOU will be effective July 1, 2026, through June 30, 2027.

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Review of Proposed MOU

Per Administrative Procedure, 23-32, *Meet and Confer Process*, the County Administrator is to review the recommendations of the Meet and Confer Committee, prior to submission to the Board of Supervisors. It further states in section III (I)(2):

In the event that the County Administrator rejects a recommendation of the Meet and Confer Committee, the proposal shall be forwarded to the Board of Supervisors for review and action.

On May 28, 2026, I received a finalized version of the MOU that was voted on and unanimously agreed upon by the Meet and Confer Committee (see Attachment 1). As part of my review process, I also received a "redline" version of the MOU that contained the recommendations agreed upon by the Meet and Confer Committee along with a complete list of proposals outlining those that had no agreement or were still in dispute. Please see the attached Human Resources memorandum, which further details the negotiation process along with all proposals presented and outcomes (Attachment 2).

Areas of Dispute

As a result of the MOU finalization process, there were two areas of dispute that involved the use of Release Time to participate in the County 's OnBoarding Program (new hire orientation) and in the Labor Management Committee. The County Attorney's Office reviewed the recommendations and provided the following opinion regarding the use of Release Time:

The Release Time provisions violate the AZ Constitution's gift clause as held in Gilmore v. Gallego. In short, the gift clause requires that any "public expenditure must: (1) serve a public purpose; and, (2) be supported by adequate consideration." The Gilmore case determined that release time that "promotes cooperative labor relations and facilitates an open dialogue about employment issues" is an indirect benefit that does not qualify as consideration.

Although I am in agreement in concept with allowing employees to use Release Time to participate in these activities, based on our attorney's legal opinion, I must reject the use of Release Time for participation in activities identified in Proposal 2 and Proposal 14 (Attachment 2), as these may result in violations of the Arizona Constitution's Gift Clause provision. For this reason, it is my recommendation that the proposed MOU not include the use of Release Time for its Member Representatives to participate in the OnBoarding Program or to participate in the Labor Management Committee. That said, the items may remain as part of the MOU as activities that are permitted to be participated in by AFSCME, but the

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MOU must expressly identify that Release Time is not permitted for participation in these activities, specifically in Section II, (C)(6)(e), (f); Section III, (E)(6); and Section V, (D)(2). I am recommending our legal counsel provide language in the MOU that clarifies this distinction.

Conclusion

I accept the remainder of the recommendations of the final MOU presented by the Meet and Confer Committee. Additionally, I recommend that the Board of Supervisors accept the MOU as presented with the exception that the MOU must expressly identify that Release Time is not permitted for participation in the OnBoarding Program or the Labor Management Committee.

JKL/anc

Attachments

c: Carmine DeBonis, Jr., Deputy County Administrator
Steve Holmes, Deputy County Administrator
Chad Kasmar, Deputy County Administrator
Lauren Hebert, Chair Meet and Confer, AFSCME Local 449
Cathy Bohland, Chair Meet and Confer, County Management Team

ATTACHMENT 1

Meet and Confer Memorandum of Understanding
Between
American Federation of State, County and Municipal Employees (AFSCME) Arizona
Local 449
and
Pima County, Arizona
July 01, 2026

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.

This Agreement is entered into pursuant to the authority granted in Pima County Ordinance No. 2007-01 (“Meet and Confer Ordinance” or “MCO”). In the event there is a conflict between this Agreement and the MCO, the MCO shall supersede this Agreement.

PREAMBLE

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 July 1, 2026 (subject to the approval of the County and AFSCME) and shall remain in effect through **June 30, 2027**, unless 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

- 1. 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.
- 2. The Meet and Confer process may include discussions of work issues including wages, benefits, merit system rules, personnel policies, or terms and conditions of employment.

B. Definitions

- 1. The following definitions and terms apply throughout this Agreement:
 - a. “Appointing Authorities” include the Sheriff, Recorder, Treasurer, Superintendent of Schools, County Attorney, Assessor and others designated by the County Administrator, who have authority to take official personnel actions in accordance with the Pima County Employee System Merit Rules.
 - b. “Business Days” shall refer to Monday through Friday, excluding weekends and holidays, unless otherwise specified.
 - c. “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.

- d. “County” shall refer to Pima County.
- e. “County Administrator” shall refer to the Pima County Administrator or an authorized designee.
- f. “Eligible Employee” shall refer to any individual employed by the County who is not deemed confidential, managerial, or supervisory.
- g. “Employee Organization” shall refer to an Employee Organization as defined by the MCO.
- h. “Human Resources Department” shall refer to the Pima County Human Resources Department.
- i. “Human Resources Director” shall refer to the Pima County Human Resources Director.
- j. “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.
- k. “Member” shall refer to an Eligible Employee, **who is a member of AFSCME.**
- l. “Member Representative” shall refer to employee members who are permitted to use hours from the AFSCME Leave Bank for activities contained in this Agreement.
- m. “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, perform a preponderance of the above-specified acts of authority on a day-to-day basis and does not include “lead” persons who direct employee work but lack such authority.

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 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 in-person/virtual ADA interactive meetings, administrative interviews, the processing of grievances and disciplinary matters involving Members as permitted by Employee Merit System Rule 12, 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 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.
 - g. Any business or activity consistent with this Agreement or the MCO.

7. AFSCME may designate up to twelve (12) Member Representatives and four (4) AFSCME elected Pima County officers (Chair, Vice Chair, Recording Secretary, and Chief Steward) per year. The Union shall notify the Human Resources Department on a quarterly basis of such designations and any subsequent changes to the list of Member Representatives. 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, job code, unit number, work email, work phone number, employment status, salary, and AFSCME status. 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 listing of AFSCME eligible employees shall identify new hires, changes in positions, and voluntarily/involuntarily separations from the County.
2. On a quarterly basis, the County shall supply a list of all Union leave bank hours used by AFSCME Member Representatives.
3. On an annual basis, the County shall supply a list of County work locations and a list of names of Appointing Authorities.
4. The AFSCME Chair shall be notified of proposed changes to County Board of Supervisor Policy, Personnel Policies, Employee Merit System Rules, and Administrative Procedures by email (10) business days prior to the Board of Supervisors vote or prior to County Administrator approval, unless the immediate needs of the County will not permit such notice.

E. New Employee OnBoarding Program

1. AFSCME shall be provided the right to make available Union materials at a reasonable location identified in collaboration with Human Resources at the onboarding site.
2. AFSCME will be afforded twenty minutes for a presentation/question-answer session concerning the value of AFSCME membership. Attendance by employees is optional.
3. Employees will be notified of this option by a mutually agreed upon written statement read once to employees by Human Resources staff, prior to the presentation.
4. AFSCME will provide regular presentation materials to County Human Resources at least three (3) business days prior to the Onboarding Program. All materials and presentations will align with the shared values of AFSCME Local 449 and the County, as outlined in the Preamble of this document.
5. AFSCME shall notify Human Resources of any guest speakers in attendance at the AFSCME presentation during the OnBoarding Program, which may only include AFSCME Member Representatives, Eligible Employees who are AFSCME Members, and representatives of AFSCME Local 449. Notification to occur at least three (3) business days prior to the Onboarding Program.
6. AFSCME Release time to attend the 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.

G. Artificial Intelligence (AI):

1. The Union shall be entitled to one representative on the Data Governance Council to provide input on issues considered by the Data Governance Council.
2. AI tools will not be solely used to create performance reviews. Any data created by AI tools used in evaluating an employee's performance must be disclosed to the employee.
3. AI tools will not replace an Appointing Authority's independent decision making when issuing disciplinary actions. Any AI generated evidence used in a disciplinary proceeding must be disclosed to the employee at the time of issuance of the proposed action.

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.

D. Labor-Management Committee

1. The Labor-Management Committee shall consist of ten (10) members. Membership shall include five (5) members designated by AFSCME Local 449 and five (5) members designated by Pima County.
2. The Committee shall meet quarterly during regular working hours, not to exceed two (2) hours. Committee members shall be compensated at their regular rate of pay for time spent attending meetings, however, members cannot incur overtime.
3. The purpose of the Committee is to facilitate harmonious relations between employees and County management, enhancing employee performance, maximizing efficiency, and reducing costs. This Committee is not intended to replace formal negotiation processes but to support early identification and resolution of workplace issues of mutual concern to include:
 - a. Day-to-day workplace matters negatively affecting operations (process inefficiencies, communication breakdowns, equipment limitations, service delivery challenges, access to information / resources).
 - b. Workflow and staffing concerns.
 - c. Facilities and workplace safety/security.
 - d. Implementation of new personnel rules, policies, and procedures.
4. An agenda shall be developed collaboratively and distributed at least ten (10) business days in advance of each meeting, unless mutually agreed upon. Either party may request to add agenda items.

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. Bereavement Leave

This provision shall be in alignment with Personnel Policy 8-107, Special Leaves of Absence with Pay, Section (E), Bereavement Leave. Bereavement leave shall be for a

period of up to 40 hours per occurrence for the death of an eligible family member, whether occurring in or out of state. The remaining provisions of Personnel Policy 8-107, Section (E) remain intact.

C. Salary Range Adjustments

Human Resources will annually review one-half of the County job classifications 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. Potential Layoff Notification

Should a County Department reasonably foresee laying off 5% or more of the eligible employees in that department, due to a reduced demand for services, functions or programs, or lack of funds, Human Resources shall notify AFSCME Local 449. AFSCME shall have the right to utilize the Labor-Management process to discuss potential alternatives. Such notification is required for layoffs involving non-grant funded positions, with notification to occur as soon as practicable.

B. Notification of Layoff

The Director of Human Resources will notify both Chairs of the Meet and Confer Committee of a layoff of an AFSCME member resulting from a reduced demand for services, functions or programs or lack of funds, no later than thirty (30) calendar days prior to the effective date of layoff. This notification will identify the affected Department, effective date of the layoff, and name of the AFSCME member. This notification is to ensure that AFSCME Local 449 is positioned to provide immediate support, resources, and assistance to its members.

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, 2027**, unless modified or terminated at the discretion of the Board of Supervisors.

To request an election to be recognized as the Authorized Representative for Eligible Employees, see Pima County Code, Chapter 2.20 § 2.20.020.

Approved as to form:

Pima County Attorney

Lauren Hebert, Chairperson
AFSCME Meet and Confer

ATTEST:

Clerk of the Board

Jennifer Allen, Chairman
Pima County Board of Supervisors

ATTACHMENT 2

Date: May 28, 2026

To: Jan Leshar
County Administrator

From: Cathy Bohland, Director *CB*
Human Resources

Via: Steve Holmes, Deputy County Administrator

**Re: Proposed FY 2026/27 Memorandum of Understanding Between AFSCME and Pima County
for County Administrator Review and Submission to the Board of Supervisors**

The American Federation of State, County and Municipal Employees (“AFSCME”) Local 449 Team, and the County Management Team have completed its Meet and Confer process for creation of a proposed Fiscal Year 2026/27 Memorandum of Understanding (Attachment 1), as required by Pima County Code 2007-01 (“Code”). Per the Code, the parties have acted in good faith in the Meet and Confer process, to come to a consensus on a recommended MOU for submission to the Board of Supervisors. (Code at § 2.20.050(A))

I. MOU PROCESS

The Meet and Confer Committee is comprised of 10 voting members (five members representing the AFSCME Team and five members representing the County Management Team), who were tasked with engaging in the Meet and Confer process.¹ The prior MOU was in effect from September 20, 2022, through June 30, 2025, with extensions granted by the Board of Supervisors through June 30, 2026, to permit the parties time to negotiate an updated version of the MOU to go into effect July 1, 2026.

A. Proposals Presented

The parties met on February 5 and 19, 2026, March 5 and 26, 2026, April 16 and 30, 2026, and May 8 and 13, 2026, to discuss 20 proposals. (Attachment 2 – Proposals Presented and Outcome) The Meet and Confer Committee found:

- Consensus agreement on nine proposals;
- Partial consensus agreement on two proposals;
- Withdrawal of one proposal;
- No Agreement on eight proposals.²

¹ The Meet and Confer Committee consists of the AFSCME Team to include one Community Workforce Development employee, one Facilities Management employee, one Recorder’s Office employee, and two Library District employees, as well as two employees of AFSCME. The County Management team consists of Directors or Deputy Directors of Finance and Risk Management, the Library District, Information Technology Department Health Department, Development Services, and Human Resources.

² Proposals that were discussed during the Meet and Confer process and not agreed upon by a consensus vote by the Meet and Confer Committee are included in Attachment 4.

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B. Meet and Confer Vote

Per Administrative Procedure, 23-32, *Meet and Confer Process*, all recommendations of the Meet and Confer Committee shall be adopted by a majority vote of the voting members of the Meet and Confer Committee.

Here, the Meet and Confer Committee placed all agreed upon proposals (recommendations) in the current MOU to create an updated MOU effective July 1, 2026, through June 30, 2027 (hereinafter referred to as the "proposed MOU").

On May 22, 2026, the Meet and Confer Committee voted (via email) unanimously, 10:0 in support of the proposed MOU.

II. COUNTY ATTORNEY'S OFFICE REVIEW

Per Administrative Procedure, 23-32, the proposed MOU must be submitted to the County Attorney's Office for review, prior to submission to the County Administrator and Board of Supervisors. Per the procedure:

The purpose of the legal review shall be to assure that all provisions of any such recommendations are legal and within the authority of the Board of Supervisors. Any opinions offered at the conclusion of the legal review of Committee recommendations shall be presented to all members of the committee.

A. Legal Opinion Presented

Here, the proposed MOU was reviewed by the County Attorney's Office. The opinions from the legal review were shared with the Meet and Confer Committee on May 13, 2026. The identified areas of concern included:

1. Use of Release Time for the OnBoarding Program and Labor Management Committee.
2. Duplicative definitions included in the proposed MOU from the Pima County Code.
3. Phrasing of Section VIII (A) Job Security, 5% of eligible employees affected by a layoff.

B. Resolved Items

As a result of the legal opinion, the Meet and Confer Committee determined that item (2) would remain the same and item (3) language would be changed for a clearer interpretation.

C. Identified Legal Dispute

Item (1) is in regard to AFSCME Member Representatives using Release Time to participate in the County's OnBoarding Program (new hire orientation) and in the Labor Management Committee. (Attachment 3 – Proposal 2, OnBoarding Program and Proposal 14, Labor Management Committee) These two proposals remain outstanding in that the legal opinion provided by the County Attorney's Office provides that the use of Release Time by AFSCME members to participate in these activities is not permissible. The legal opinion provided:

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The Release Time provisions violate the AZ Constitution's gift clause as held in *Gilmore v. Gallego*. In short, the gift clause requires that any "public expenditure must: (1) serve a public purpose; and, (2) be supported by adequate consideration." The *Gilmore* case determined that release time that "promotes cooperative labor relations and facilitates an open dialogue about employment issues" is an indirect benefit **that does not qualify as consideration.**

While the AFSCME Team and County Management Team agreed upon these two proposals and placed them in the proposed MOU, this is an area of legal dispute as to whether these two items give rise to potential Gift Clause violations.

D. AFSCME's Response to the Legal Dispute

The AFSCME Team is in disagreement with the presented legal opinion in regard to the use of Release Time for the OnBoarding Program or the Labor Management Committee. They acknowledge that both these items were identified by the County Attorney's Office as not within the parameters of Release Time; however, AFSCME disagrees with that legal opinion and requests that the Board of Supervisor review a separate memorandum that will be provided by AFSCME in dispute of the County Attorney's Office legal opinion.

III. COUNTY ADMINISTRATOR REVIEW

Per Administrative Procedure, 23-32, the proposed MOU must be reviewed by the County Administrator prior to its submission to the Board of Supervisors. The procedure provides:

All recommendations must be reviewed by the County Administrator prior to submission to the Board of Supervisors. In the event that the County Administrator rejects a recommendation of the Meet and Confer Committee, the proposal shall be forwarded to the Board of Supervisors for review and action.

As such, the County Administrator may "accept" or "reject" the Meet and Confer recommendations and can provide this information in a communication to the Board of Supervisors when it is submitted to the Board for review (i.e., transmittal memo) At the time of issuance of that memorandum, the County Administrator shall provide a copy to both Chairs of the Meet and Confer Committee.

Here, the proposed MOU is submitted to the County Administrator on today's date for such review for acceptance or rejection of the recommendations and submission to the Board of Supervisors.

IV. BOARD OF SUPERVISORS DETERMINATION

Per the Code at 2.50.00(C)(4), the items of agreement and areas of dispute shall be submitted to the Board of Supervisors for their consideration and final determination. The Board of Supervisors may accept, reject or modify the MOU resulting from the Meet and Confer process in whole or in part, or may take whatever action it deems appropriate consistent with applicable laws. Any actions taken by the Board of Supervisors that incur costs to the County are subject to annual appropriation by the Board, as it deems appropriate, within each County budget. (2.50.00(D))

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V. CONCLUSION

The Meet and Confer Committee submits the proposed MOU to the County Administrator for review. We request you note your acceptance or rejection of such recommendations and then submit these materials to the Board of Supervisors for review and final determination.

Should you have any outstanding questions or directives, please contact the Chairs of the respective Committee Team Members, Lauren Hebert and Cathy Bohland.

c: Lauren Hebert, Chair, AFSCME Meet and Confer
Maritza Broce, AFSCME Representative

ATTACHMENT 1

FY 2026/27 PROPOSED MOU

Meet and Confer Memorandum of Understanding
Between
American Federation of State, County and Municipal Employees (AFSCME) Arizona
Local 449
and
Pima County, Arizona
July 01, 2026

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.

This Agreement is entered into pursuant to the authority granted in Pima County Ordinance No. 2007-01 (“Meet and Confer Ordinance” or “MCO”). In the event there is a conflict between this Agreement and the MCO, the MCO shall supersede this Agreement.

PREAMBLE

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 July 1, 2026 (subject to the approval of the County and AFSCME) and shall remain in effect through **June 30, 2027**, unless 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

- 1. 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.
- 2. The Meet and Confer process may include discussions of work issues including wages, benefits, merit system rules, personnel policies, or terms and conditions of employment.

B. Definitions

- 1. The following definitions and terms apply throughout this Agreement:
 - a. "Appointing Authorities" include the Sheriff, Recorder, Treasurer, Superintendent of Schools, County Attorney, Assessor and others designated by the County Administrator, who have authority to take official personnel actions in accordance with the Pima County Employee System Merit Rules.
 - b. "Business Days" shall refer to Monday through Friday, excluding weekends and holidays, unless otherwise specified.
 - c. "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.

- d. "County" shall refer to Pima County.
- e. "County Administrator" shall refer to the Pima County Administrator or an authorized designee.
- f. "Eligible Employee" shall refer to any individual employed by the County who is not deemed confidential, managerial, or supervisory.
- g. "Employee Organization" shall refer to an Employee Organization as defined by the MCO.
- h. "Human Resources Department" shall refer to the Pima County Human Resources Department.
- i. "Human Resources Director" shall refer to the Pima County Human Resources Director.
- j. "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.
- k. "Member" shall refer to an Eligible Employee, **who is a member of AFSCME.**
- l. "Member Representative" shall refer to employee members who are permitted to use hours from the AFSCME Leave Bank for activities contained in this Agreement.
- m. "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, perform a preponderance of the above-specified acts of authority on a day-to-day basis and does not include "lead" persons who direct employee work but lack such authority.

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 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 in-person/virtual ADA interactive meetings, administrative interviews, the processing of grievances and disciplinary matters involving Members as permitted by Employee Merit System Rule 12, 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 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.
 - g. Any business or activity consistent with this Agreement or the MCO.

7. AFSCME may designate up to twelve (12) Member Representatives and four (4) AFSCME elected Pima County officers (Chair, Vice Chair, Recording Secretary, and Chief Steward) per year. The Union shall notify the Human Resources Department on a quarterly basis of such designations and any subsequent changes to the list of Member Representatives. 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, job code, unit number, work email, work phone number, employment status, salary, and AFSCME status. 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 listing of AFSCME eligible employees shall identify new hires, changes in positions, and voluntarily/involuntarily separations from the County.
2. On a quarterly basis, the County shall supply a list of all Union leave bank hours used by AFSCME Member Representatives.
3. On an annual basis, the County shall supply a list of County work locations and a list of names of Appointing Authorities.
4. The AFSCME Chair shall be notified of proposed changes to County Board of Supervisor Policy, Personnel Policies, Employee Merit System Rules, and Administrative Procedures by email (10) business days prior to the Board of Supervisors vote or prior to County Administrator approval, unless the immediate needs of the County will not permit such notice.

E. New Employee OnBoarding Program

1. AFSCME shall be provided the right to make available Union materials at a reasonable location identified in collaboration with Human Resources at the onboarding site.
2. AFSCME will be afforded twenty minutes for a presentation/question-answer session concerning the value of AFSCME membership. Attendance by employees is optional.
3. Employees will be notified of this option by a mutually agreed upon written statement read once to employees by Human Resources staff, prior to the presentation.
4. AFSCME will provide regular presentation materials to County Human Resources at least three (3) business days prior to the Onboarding Program. All materials and presentations will align with the shared values of AFSCME Local 449 and the County, as outlined in the Preamble of this document.
5. AFSCME shall notify Human Resources of any guest speakers in attendance at the AFSCME presentation during the OnBoarding Program, which may only include AFSCME Member Representatives, Eligible Employees who are AFSCME Members, and representatives of AFSCME Local 449. Notification to occur at least three (3) business days prior to the Onboarding Program.
6. AFSCME Release time to attend the 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.

G. Artificial Intelligence (AI):

1. The Union shall be entitled to one representative on the Data Governance Council to provide input on issues considered by the Data Governance Council.
2. AI tools will not be solely used to create performance reviews. Any data created by AI tools used in evaluating an employee's performance must be disclosed to the employee.
3. AI tools will not replace an Appointing Authority's independent decision making when issuing disciplinary actions. Any AI generated evidence used in a disciplinary proceeding must be disclosed to the employee at the time of issuance of the proposed action.

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.

D. Labor-Management Committee

1. The Labor-Management Committee shall consist of ten (10) members. Membership shall include five (5) members designated by AFSCME Local 449 and five (5) members designated by Pima County.
2. The Committee shall meet quarterly during regular working hours, not to exceed two (2) hours. Committee members shall be compensated at their regular rate of pay for time spent attending meetings, however, members cannot incur overtime.
3. The purpose of the Committee is to facilitate harmonious relations between employees and County management, enhancing employee performance, maximizing efficiency, and reducing costs. This Committee is not intended to replace formal negotiation processes but to support early identification and resolution of workplace issues of mutual concern to include:
 - a. Day-to-day workplace matters negatively affecting operations (process inefficiencies, communication breakdowns, equipment limitations, service delivery challenges, access to information / resources).
 - b. Workflow and staffing concerns.
 - c. Facilities and workplace safety/security.
 - d. Implementation of new personnel rules, policies, and procedures.
4. An agenda shall be developed collaboratively and distributed at least ten (10) business days in advance of each meeting, unless mutually agreed upon. Either party may request to add agenda items.

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. Bereavement Leave

This provision shall be in alignment with Personnel Policy 8-107, Special Leaves of Absence with Pay, Section (E), Bereavement Leave. Bereavement leave shall be for a

period of up to 40 hours per occurrence for the death of an eligible family member, whether occurring in or out of state. The remaining provisions of Personnel Policy 8-107, Section (E) remain intact.

C. Salary Range Adjustments

Human Resources will annually review one-half of the County job classifications 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. Potential Layoff Notification

Should a County Department reasonably foresee laying off 5% or more of the eligible employees in that department, due to a reduced demand for services, functions or programs, or lack of funds, Human Resources shall notify AFSCME Local 449. AFSCME shall have the right to utilize the Labor-Management process to discuss potential alternatives. Such notification is required for layoffs involving non-grant funded positions, with notification to occur as soon as practicable.

B. Notification of Layoff

The Director of Human Resources will notify both Chairs of the Meet and Confer Committee of a layoff of an AFSCME member resulting from a reduced demand for services, functions or programs or lack of funds, no later than thirty (30) calendar days prior to the effective date of layoff. This notification will identify the affected Department, effective date of the layoff, and name of the AFSCME member. This notification is to ensure that AFSCME Local 449 is positioned to provide immediate support, resources, and assistance to its members.

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, 2027**, unless modified or terminated at the discretion of the Board of Supervisors.

To request an election to be recognized as the Authorized Representative for Eligible Employees, see Pima County Code, Chapter 2.20 § 2.20.020.

Approved as to form:

Pima County Attorney

Lauren Hebert, Chairperson
AFSCME Meet and Confer

ATTEST:

Clerk of the Board

Jennifer Allen, Chairman
Pima County Board of Supervisors

ATTACHMENT 2

PROPOSALS PRESENTED AND OUTCOME

Attachment 2 – Proposals Presented and Outcome

Proposal				
Number	Section	Name of Proposal	Status	Finalized
1	Article II (B)	Definitions	AGREED	Y
2	Article III (E)	Passport Program	AGREED	Y
3	Article II (C)	Member Representatives	AGREED	Y
4	Article II (A)	Scope	AGREED	Y
5	Article III (D)	Information	AGREED	Y
6	Article VII (E)	Downtown Parking Benefits	No Agreement	N
7	Article VIII (A)	Job Security - Layoff	AGREED	Y
8		Term of MOU	AGREED	Y
9	Article IV(A)	Free Speech	No Agreement	N
10		Bereavement Leave	AGREED	Y
11		Voluntary Leave Donation Program	Withdrawn	WD
12	Article I(C)	Re-Openers	No Agreement	N
13	Article II(C)	Right to Representation	Parts (a)(b) moved Remainder (c) - (f) = NA	Partial
14	Article V	Labor Management Committee	AGREED	Y
15	Article III(D)	Access to Information	No Agreement	N
16	MSR 12	Discipline	No Agreement	N
17	Article VII	Annual Leave Conversion	No Agreement	N
18	Article X	Technological Integration and AI	Parts C, D moved to AFSCME Rights/Remainder Withdrawn	Partial
19	Article IX	Workforce and In-House Capacity	No Agreement	N
20	Article VII(D)	Parity Clause	No Agreement	N
1 - V2	Article II(B)	Definitions - Version 2	Withdrawn	WD

ATTACHMENT 3

PROPOSALS IN DISPUTE

(Proposal 2 and Proposal 14)

Article III. AFSCME RIGHTS**E. Employee OnBoarding Program**

1. AFSCME shall be provided the right to make available Union materials at a reasonable location identified in collaboration with Human Resources at the onboarding site.
2. AFSCME will be afforded twenty minutes for a presentation/question-answer session concerning the value of AFSCME membership. Attendance by employees is optional.
3. Employees will be notified of this option by a mutually agreed upon written statement read once to employees by Human Resources staff, prior to the presentation.
4. AFSCME will provide regular presentation materials to County Human Resources at least three (3) business days prior to the Onboarding Program. All materials and presentations will align with the shared values of AFSCME Local 449 and the County, as outlined in the Preamble of this document.
5. AFSCME shall notify Human Resources of any guest speakers in attendance at the AFSCME presentation during the Passport Program, which may only include AFSCME Member Representatives, Eligible Employees who are AFSCME Members, and representatives of AFSCME Local 449. Notification to occur at least three (3) business days prior to the Onboarding Program.
6. AFSCME Release time to attend the Onboarding Program shall be deducted from the total time allotted by the Agreement.

Article V. LABOR-MANAGEMENT RELATIONS

D. Labor-Management Committee

1. The Labor-Management Committee shall consist of ten (10) members. Membership shall include five (5) members designated by AFSCME Local 449 and five (5) members designated by Pima County.
2. The Committee shall meet quarterly during regular working hours, not to exceed two (2) hours. Committee members shall be compensated at their regular rate of pay for time spent attending meetings, however, members cannot incur overtime.
3. The purpose of the Committee is to facilitate harmonious relations between employees and County management, enhancing employee performance, maximizing efficiency, and reducing costs. This Committee is not intended to replace formal negotiation processes but to support early identification and resolution of workplace issues of mutual concern to include:
 - a. Day-to-day workplace matters negatively affecting operations (process inefficiencies, communication breakdowns, equipment limitations, service delivery challenges, access to information / resources).
 - b. Workflow and staffing concerns.
 - c. Facilities and workplace safety/security.
 - d. Implementation of new personnel rules, policies, and procedures.
2. An agenda shall be developed collaboratively and distributed at least ten (10) business days in advance of each meeting, unless mutually agreed upon. Either party may request to add agenda items.

ATTACHMENT 4

NO AGREEMENT PROPOSALS

(Proposals 6, 9, 12, 15, 16, 17, 19, 20)

Green = AFSCME Proposal
 Red = County Counter Proposal
 Blue = Language accepted by both sides
 Black = Original contract language

Article VII. COMPENSATION & AND BENEFITS

E. Transportation and Downtown Parking Benefits

1. **Purpose and Scope:** The County and AFSCME recognize the financial impact of commuting and parking costs on Eligible Employees working in the centralized downtown core. To promote internal equity and workforce retention, the County shall provide a progressive Transportation and Parking Allowance.
2. **Eligibility:** This allowance applies to all permanent and probationary Eligible Employees whose primary worksite is located within the downtown boundaries (6th Street to the North, 12th Street to the South, I-10 to the West, and 4th Avenue to the East).
3. **Progressive Parking Allowance Scale:** Effective July 1, 2026, Eligible Employees who maintain a payroll deduction for a County-operated or County-designated parking facility shall receive a monthly allowance determined on their base annual salary. This scale is indexed to the regional median occupational wage and shall be adjusted as follows:

Employee Annual Salary Tier	Monthly County Subsidy
Tier 1: \$35,000 or Less	100% of Permit Cost
Tier 2: \$35,001 - \$46,450	75% of Permit Cost
Tier 3: \$46,451 - \$50,950	50% of Permit Cost
Tier 4: \$50,951 or More	\$15.00 Per Pay Period

4. Alternative Transportation Incentives:

PROPOSAL 6

- **Universal Transit Access:** The County shall provide a subsidized bus pass or transit pass to all Eligible Employees upon request, regardless of income level.
 - **Sustainable Commuter Stipend:** Tier 1 and Tier 2 employees who certify they will not utilize a County parking space and will instead commute via walking, cycling, or public transit shall receive a monthly stipend of \$25.00.
5. **Periodic Review:** The Meet and Confer Committee shall review regional median wage data provided by the Bureau of Labor Statistics every two years to ensure the Tier 2 threshold remains aligned with the regional median income.

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Article IV. Employee Rights

A. Free Speech

1. An employee shall have the liberty of political action outside of their working time, provided such action is within the laws of the United States of America and the State of Arizona.

The County will not discipline, retaliate against, or otherwise take adverse employment action against any employee based on the employee's lawful speech, political activity, association, voting decisions, participation in community organizations, or other lawful expressive activity that occurs outside the employee's working time, and that is undertaken in the employee's personal capacity.

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Article I. Terms of Agreement

C. Each party may re-open for negotiation up to two (2) Articles in each contract year, including the proposal of any new Article. Should either the County or AFSCME desire to reconvene negotiations for re-openers to this Agreement, they will deliver to the other, no later than September 1st of each year, a written request to reconvene negotiations. Upon receipt of such a request, the negotiation process will begin no later than October 1st of that year; all negotiations must be conducted in good faith.

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III. AFSCME RIGHTS

D. Information

2. AFSCME representatives shall have access to records and files of all non-confidential information necessary to the determination and processing of any grievances and disciplinary actions. AFSCME representatives shall not be denied access to worksites to talk with affected employees or witnesses during their lunch period or break times while investigating grievances and disciplinary actions.

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MERIT SYSTEM, RULES 12

PIMA COUNTY MERIT SYSTEM RULES RULE 12 - DISCIPLINARY AND OTHER PERSONNEL ACTIONS Effective Date: March 15, 2022 12.1

GENERAL PROVISIONS

A. Disciplinary Action

A disciplinary action is an action taken only for just cause to correct inappropriate performance or other work-related behavior. The degree of disciplinary action shall relate to the gravity of the improper performance or conduct and the past performance and conduct of the employee. Progressive discipline, including counseling and other supervisory actions to improve conduct and performance, should be used whenever possible before taking formal disciplinary action.

Within six (6) months of taking disciplinary action, the supervisor shall conduct at least one (1) follow-up meeting with the employee to review progress on expectations set forth during the initial disciplinary discussion.

B. Pre-action Meetings

Before a permanent employee is suspended, demoted for disciplinary reasons, reduced in pay for disciplinary reasons, dismissed, placed on administrative suspension without pay or with reduced pay, or involuntarily terminated under Rule 11.5 B. through D., a pre-action meeting shall be held. The affected employee shall receive written notice of the charges, an explanation of the department's evidence and an opportunity to address a department representative concerning the charges.

1. The pre-action meeting shall be held at a time when the employee is reasonably able to attend, with due notice, and prior to the effective date of the action.
2. Any relevant information presented by the employee regarding the proposed action shall be considered. The department representative will make a recommendation to the Appointing Authority to support, modify, or revoke the proposed action. If the

recommendation and final action are adverse to the employee, the employee may appeal the action using the appeals procedure specified in Merit System Rule 14.

3. When a department determines that an employee should be out of the workplace while a pre-action investigation is conducted, the employee may be placed on administrative leave with pay pursuant to Personnel Policy 8-107.

12.1 C. Any of the Following Constitute Cause for Discipline:

1. Fraud in securing appointment or securing or attempting to secure workers' compensation benefits;
2. Incompetence;
3. Inefficiency;
4. Neglect of duty;
5. Insubordination, including, but not limited to, conduct which is unruly;
6. Dishonesty;
7. Possessing, dispensing, or being under the influence of alcohol, or any unlawful controlled substance such as a narcotic, barbiturate, marijuana, methamphetamine, or a tranquilizing or hallucinogenic drug, while on duty, except in accordance with medical authorization, or in the lawful performance of the employee's regular assigned duties. Under the influence of alcohol means either obvious signs of impairment due to alcohol or a test result reflecting a blood alcohol content;
8. Absence without leave without reasonable cause;
9. Commission or conviction of a felony or of a misdemeanor involving moral turpitude, either of which would affect the employee's suitability for continued employment;
10. Discourteous treatment of the public;
11. Willful disobedience, i.e. a specific violation of a command or prohibition;
12. Engaging in prohibited political activity;

13. Misuse of County computers, County internet access, County email systems, or any other County electronic communication devices;
14. Misuse of any County property and/or systems;
15. Seeking to obtain financial, sexual, or political benefit from another employee with or without his/her consent, induced by wrongful use of force or fear, or under color of official right;
16. Violation of the Rules of Conduct, Personnel Policy 8-119;
17. Failure to satisfactorily perform job duties and responsibilities;
18. Failure to maintain minimum qualifications for the position;
19. Any other improper conduct or performance, which constitutes cause for disciplinary action.

12.2 TYPES OF DISCIPLINARY ACTIONS

A. Informal Discipline

1. Verbal Counseling

A supervisor may engage in verbal counseling with a permanent employee at any time for problem resolution. If the verbal counseling is documented, a copy of the documentation, with the employee's acknowledgment of receipt and any written response, shall be placed in the employee's department personnel file. Verbal counseling is neither grievable nor appealable.

2. Letter of Counseling

An Appointing Authority or designee may issue a Letter of Counseling to a permanent employee at any time to correct or improve improper performance or conduct. The letter shall contain the specifics of the improper performance or conduct and shall be identified as a Letter of Counseling. A copy of the Letter of Counseling, with the employee's acknowledgment of receipt and any written response, shall be placed in the employee's department personnel file. A Letter of Counseling is neither

grievable nor appealable.

Informal discipline documentation shall be removed from the employee's department personnel file twelve (12) months following the date of issuance. The department shall place the disciplinary document(s) in a separate file and retain them for the same period of time specified for the retention of department personnel files in state records retention requirements.

Should the employee accept a position in another department, informal disciplinary documents previously removed from the employee's department personnel file shall be transferred to the new department in a file separate from the employee's department personnel file.

Informal discipline that is more than twelve (12) months beyond issuance shall not be cited in, or considered a part of, further discipline.

12.2 B. Formal Discipline

1. Letter of Reprimand

An Appointing Authority or designee may issue a Letter of Reprimand to a permanent employee to admonish the employee for serious or repetitive improper performance or conduct. The letter shall contain the specifics of the improper performance or conduct and shall be identified as a Letter of Reprimand. The Letter of Reprimand shall advise the permanent employee of the right to grieve the disciplinary action within ten (10) business days of receipt. Copies of the Letter of Reprimand, with the employee's acknowledgement of receipt, shall be placed in the employee's department personnel file and filed with Human Resources.

2. Suspension

- a. Suspension is considered to be a significant disciplinary action and may be used for more serious incidents or repetitions of improper performance or conduct. An Appointing Authority or designee may suspend without pay a permanent employee for a disciplinary reason. Permanent employees may be suspended for any appropriate length of time in full day increments.
- b. The Notice of Suspension shall contain the specific reason(s) for the suspension in sufficient detail to inform the employee of the reason(s) for the action and shall advise the employee of the right to appeal the suspension to the Merit System Commission within ten (10) calendar days of receipt of notice.

- c. The Notice of Suspension must be delivered to the employee prior to or no later than the effective date of the suspension. The date of receipt must be documented. Copies of the Notice of Suspension shall be filed with Human Resources and the Clerk of the Board.

3. Demotion

- a. Demotion for a disciplinary reason is considered to be a significant disciplinary action and may be used for more serious incidents or repetitions of improper performance or conduct. An Appointing Authority or designee may demote a permanent employee for a disciplinary reason provided the employee meets the minimum qualifications of the demoted classification.
- b. The Notice of Demotion shall contain the specific reason(s) for the demotion in sufficient detail to inform the employee of the reason(s) for the action and shall advise the employee of the right to appeal the demotion to the Merit System Commission within ten (10) calendar days of receipt of notice.
- c. The Notice of Demotion must be delivered to the employee prior to or no later than the effective date of the demotion. The date of receipt must be documented. Copies of the Notice of Demotion shall be filed with Human Resources and the Clerk of the Board.

4. Dismissal

- a. Dismissal for a disciplinary reason is the most significant disciplinary action and may be used for the most serious incidents or repetitions of improper performance or conduct. An Appointing Authority may dismiss a permanent employee for a disciplinary reason.
- b. The Notice of Dismissal shall contain the specific reason(s) for the dismissal in sufficient detail to inform the employee of the reason(s) for the action and shall advise the employee of the right to appeal the dismissal to the Merit System Commission within ten (10) calendar days of receipt of notice.
- c. The Notice of Dismissal must be delivered to the employee prior to or no later than the effective date of the dismissal. The date of receipt must be documented. Copies of the Notice of Dismissal shall be filed with Human Resources and the Clerk of the Board.

ADMINISTRATIVE SUSPENSION

An Appointing Authority may impose a non-disciplinary suspension without pay or with reduced pay when a permanent employee is charged with a felony or other crime involving moral turpitude, or when it is deemed to be in the best interest of the County while an inquiry is being made into the conduct of the employee.

- A. Permanent employees may be placed on administrative suspension for any appropriate length of time in full-day increments. Exempt permanent employees may be placed on administrative suspension only without pay.
- B. The Notice of Administrative Suspension shall contain the specific reason(s) for the administrative suspension in sufficient detail to inform the employee of the reason(s) for the action and shall advise the employee of the right to appeal the administrative suspension to the Merit System Commission within ten (10) calendar days of receipt of notice.
- C. The Notice of Administrative Suspension must be delivered to the employee prior to or no later than the effective date of the Administrative Suspension. The date of receipt must be documented. Copies of the Notice of Administrative Suspension shall be filed with the Clerk of the Board and Human Resources for placement in the employee's official personnel file.
- D. The pre-action meeting shall be held upon reasonable notice to the employee and at a time when the employee is reasonably able to attend.
- E. Administrative suspensions that exceed thirty (30) business days must be approved by the County Administrator.
- F. At the conclusion of the administrative suspension, the employee shall be returned to work with or without back pay, or advised of disciplinary or other action.

12.4 SPECIAL OBSERVATION PERIOD

An Appointing Authority or designee may place a permanent employee on a Special Observation Period for the purpose of closely monitoring the employee's performance or conduct during the specified period of time. A Special Observation Period is a non-disciplinary action and may or may not be issued in conjunction with a disciplinary action. The Notice of Special Observation Period shall be separate from any accompanying disciplinary action documentation.

- A. The Notice of Special Observation Period shall be provided to the employee

in writing upon the effective date, and shall specify the conduct involved, the purpose of the observation period and the length of the period. Copies of the Notice of Special Observation Period shall be placed in the employee's department personnel file and filed with Human Resources for placement in the employee's official personnel file.

- B. At the end of the Special Observation Period, the employee's supervisor shall prepare a special performance evaluation report specific to the performance issue(s) being monitored. Copies of the report shall be placed in the employee's department personnel file and filed with Human Resources.
- C. Unsatisfactory performance or conduct during the Special Observation Period may result in disciplinary action taken during the Special Observation Period. Unsuccessful completion of the Special Observation Period may result in disciplinary action taken at the end of the Special Observation Period.

12.5 EFFECTIVE DATE

The demotion, administrative suspension, suspension, or dismissal for a disciplinary reason shall be effective on the date stated in the notice. The effective date of the action shall not be altered by the employee exercising the right of appeal.

12.6 RIGHT TO REPRESENTATION

The affected employee is entitled to be assisted by a willing person of the employee's choosing in a meeting including any informal discipline, where an employee reasonably believes there will be discipline, where a Letter of Reprimand is being issued to the employee and at pre-action meetings held prior to issuance of disciplinary actions. An employee may stop any disciplinary meeting to request representation, and they will then have three (3) days to obtain such assistance. The employee's assistant may speak on behalf of the employee and participate in the discussions with the employee during such meetings. The employee shall be given at least three (3) full work days notice of the pre-action meeting or a meeting where a Letter of Counseling or a Letter of Reprimand is being issued. If the employee has not obtained an assistant within that period of time, management may proceed without further delay.

PROPOSAL - 17 UNION PROPOSAL

Green = Union

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VII: COMPENSATION & BENEFITS

E. Annual Leave Conversion

After completing one year of employment with an annual leave eligible status, twice per year employees may convert up to 50% of their accrued annual leave hours to pay. This twice-annual conversion will be at a 100% equivalent amount. For example, the conversion of 20 hours of accrued annual leave will be paid at the full 20 hours.

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IX. WORKFORCE STABILITY AND IN-HOUSE CAPACITY

A. Department Creation

When a service is identified as a Long-Term Need (defined as a requirement persisting for more than two consecutive fiscal years or tied to a permanent statutory function), the County shall prioritize the creation of an internal department, team, or classified positions rather than contracting out to external vendors. This applies as follows:

1. Finite Projects: Projects with definitive start and end dates—including but not limited to building remodels, stadium construction, and major infrastructure installations—are recognized as one-time or specific occurrences and may be contracted out to external vendors.
2. Ongoing Operational Services: Services required for the continuous operation, maintenance, and support of County facilities and programs—including but not limited to custodial services, workforce development, and security—shall be classified as Long-Term Needs and shall be performed by internal teams rather than contracted out. Existing service contracts will remain in effect for their full remaining duration; however, upon the conclusion of these current contract terms, this mandate for internal performance shall take effect.

B. Notice of Contracting

1. Notice of Intent to Contract: The County shall provide thirty (30) calendar days' written notice to the Union of the intent to contract or subcontract work that can be performed by eligible county employees.
2. Required Information: This notice shall include the projected length of the contract, the specific justification for the contracted services, and the anticipated impact on the job security of eligible county employees.
3. Union Efficiency Plan: During the thirty (30) day notice period, the Union shall have the right to submit an In-House Proposal to retain the work with county employees.
4. Feasibility Study: Prior to any final recommendation to outsource work that results in a Reduction in Force (RIF), the County shall conduct and share with

the union a Feasibility Study comparing total costs—including transition costs and a 10-20% allowance for long-term contract oversight—against the In-House Proposal.

C. Mitigation of Employee Displacement

1. Priority Reassignment: If a contract results in the elimination of unit positions, the County shall activate Pre-layoff Reappointment procedures under Merit System Rule 11.4(G). Affected employees meeting minimum qualifications for vacant positions in other departments shall be given priority consideration.
2. Training: The County shall prioritize the use of Training and Development funds, including federal Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker funds, to assist displaced employees in qualifying for other County classifications.

PROPOSAL - 20 UNION PROPOSAL

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VII: Compensation and Benefits

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. Pay increases for all County departments and groups of employees shall be applied equitably.