MEMORANDUM

DEPARTMENT OF FINANCE & RISK MANAGEMENT

Date: June 15, 2009

To: C.H. Huckelberry
County Administrator

From: Tom Burke
Finance Director

Re: **Changes to Meet and Confer Committee Recommendations for the Memorandum of Understanding between Pima County and the Service Employees International Union, Local No. 5 for Fiscal Year 2009-10**

Subsequent to submission of the MOU to the Board of Supervisors for the agenda, the Pima County Attorney's Office issued a memorandum explaining two recommended changes to the MOU. I spoke with Evelina Márquez, the SEIU Pima County Chapter Coordinator, today and confirmed that the SEIU has no objections to the two recommended changes. In addition, there was one clerical error in the initial draft. The following are the changes to the MOU:

- Article I, Section 1-1, Paragraph 3.A: correct a clerical error by changing the word "officers" to "representatives" in the last sentence of the paragraph. [Clerical error, correction requested by SEIU]

- Article I, Section 1-1, Paragraph 5: add the word "publicly" before "available data and information" on the first line of the paragraph. [Recommended by County Attorney]

- In the Term of the Memorandum of Understanding, change the last sentence to read: "For eligible employees, this MOU shall take primacy, meaning that any applicable county rules, directives, policies, or procedures shall be brought into conformance with this MOU, to the extent permitted by law." [Recommended by County Attorney]

Attached is a revised version of the Meet and Confer Committee recommendations in the form of a Memorandum of Understanding between Pima County and the Service Employees International Union, Local No. 5 for Fiscal Year 2009-10.

Meet and Confer Memorandum of Understanding

Between

SEIU Arizona Local 5

and

Pima County, Arizona

Preamble

As it is the desire for the County of Pima and the union of its employees to work cooperatively to create a harmonious working environment that leads to improved provision of county services and to establish a relationship that fosters good will, innovation and quality public service, the parties enter into this Memorandum of Understanding (MOU) as an expression of good faith and a shared commitment to the citizens of Pima County and the employees who serve them. To accomplish these goals, the County recognizes SEIU (Service Employees International Union) Arizona Local 5 as the authorized representative of eligible employees for the purpose of meeting and conferring and for participating in all other Labor-Management processes created by this MOU. The parties shall meet and confer in good faith in a sincere effort to reach consensus on all issues.

Article I – Rights

Section 1-1 Union Rights

1. Non-Discrimination based upon Union Activity

The County shall not interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in union activity. Employees may engage or choose not to engage in union activities without interference, restraint, coercion or discrimination. Employees may talk about or choose not to talk about the union on work time under the same terms applicable to any other employee conversation regarding non-work related topics. Employees shall not be treated adversely in the workplace for discussing or expressing their views regarding the union or workplace issues.

2. Dues Deduction

The County will continue to deduct union dues and other voluntary contributions from employees' pay as authorized by employees and transmit such amounts to SEIU each pay period along with a listing of employees, amount deducted, employee identification number, job classification and department. An employee's dues deduction shall remain in effect unless revoked by the employee during the period of April 15th to May 15th of each year.

If an eligible employee who has authorized an automatic payroll deduction for union dues changes job classification or function and becomes no longer eligible for union

representation, the employee shall have the option to keep payroll deduction, terminate such payroll deduction or direct the deduction be a voluntary contribution to the Union. Any notification to the employee of this option shall be copied to the Union.

3. Union Representatives

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

B. Union representatives shall be released from duty with full pay to participate in a meeting with the County and/or County representatives, including any grievance hearing, pre-action or disciplinary meeting with an employee. Union representatives will also be released from duty with full pay to participate in any committee or task force established by this MOU. The County will provide an additional 4,800 hours of paid time per year to be utilized by Union designees for the purpose of conducting Union-related business. The time utilized from the 4,800 hours must be authorized in advance by the department manager.

4. Access

County facilities may be made available upon timely application for use by employees and the Union, at no unusual expense to the County or public. Application for such use shall be made according to existing procedures for facility use. Any authorized representative of the Union shall have the right to contact employees on matters within the scope of representation as long as the contact does not disrupt the ongoing work of the department and conforms to the safety regulations of the worksite.

5. Information

On a quarterly basis, the County shall supply the Union with an electronic record of the name, employee identification number, job classification, department, work location, home and personal email address and telephone if the employee authorizes, email address, employment status, date of hire, union status, and hourly wage of all employees represented by the Union. The Union agrees to use these lists solely for purposes of communicating with employees and will not share this information with other individuals or organizations.

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

The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of the County buildings or in public portions of offices in which there are employees represented by the Union. The County and Union further agree that a method for communicating with union members will be established.

6. Employee Orientation

The Union shall be provided the right to make available written materials at a reasonable location at the orientation site identified by the Human Resources Department prior to each new employee orientation so that the materials may be picked up to take with them for later review.

7. Union Leave

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

Section 1-2 Right to Representation

1. Employees have the right to be represented by a representative of their choosing who may participate in discussions in any meeting which imposes formal disciplinary action against the employee, any meeting regarding an employee's grievance (as defined in Pima County Merit Rule No. 13), or appeal (as defined in Merit Rule No. 14) or during the mediation process (as defined in Pima County Personnel Policy No. 7-115). The employee will have a reasonable amount of time to obtain representation, not exceeding three (3) full work days from the time of notification by management of the intent to hold such a meeting, provided that if the employee has not obtained representation within that period, management may proceed without further delay.

2. The occurrence and time restrictions found in Personnel Policy 7-107 B.2 shall be waived for Union designated Resolution Specialists or other Union designated representatives not to exceed ten (10) hours per occurrence. If this waiver proves to substantially affect the work performance of a Union representative, the Meet and Confer Committee agrees to meet to discuss the matter.

Section 1-3 Management Rights

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

Article II– Labor-Management Discussions

Section 2-1 Labor-Management Discussions

The Meet and Confer Committee established by AP 23-32 will meet and confer regarding labor-management relations. The purpose of the Committee is to facilitate positive labor-management relations by providing a forum for the free discussion of mutual concerns and ideas, which may include discussion of the implementation of major new County programs or substantial modifications of existing major County programs that will have a significant impact on service delivery, work schedules, or duties.

Section 2-2 Dispute Resolution Procedure

The parties shall develop a dispute resolution procedure to secure, at the lowest possible administrative level, equitable resolutions to problems that may arise from the interpretation and application of this MOU.

Article III–Compensation & Benefits

Section 3-1 Wage Increase

The parties shall meet and confer on a wage increase after the fiscal implications of the State of Arizona budget are known and the budget performance of the Pima County Budget, FY 2009-2010, is reviewed.

Section 3-2 Bilingual Skills

The bilingual study conducted by the Human Resources Department shall be discussed in the Meet and Confer Committee to consider various forms of additional compensation, including non-monetary compensations, depending on the degree of proficiency and level of necessity for bilingual skills in those positions.

Section 3-3 Parking

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

Article IV– Job Security

If, within a department, the greater of (i) five or more eligible employees or (ii) 5% or more of eligible employees are to be laid off, the Union shall have the right to meet and confer about these potential layoffs in order to discuss and consider alternatives. Any Meet and Confer

Committee recommendations must be submitted to the County Administrator within thirty calendar days of the date of the approved layoff plan.

The Director of Human Resources will notify both Chairs of the Meet and Confer Committee within five business days from notification to the Human Resources Department of an approved layoff plan.

Article V– HOURS & LEAVE

Section 5-1 Prorated Leave

Pima County Personnel Policies No. 7-105.B.5 and No. 7-106.B.2 which provides for pro-rated accruals for annual leave and sick leave for eligible part-time or variable-time employees shall continue for the duration of this MOU.

Section 5-2 Bereavement Leave

Pima County Personnel Policy No. 7-106.D.3.d which provides for bereavement leave shall continue for the duration of this MOU.

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

Permanent employees who are to be laid off shall have the option to convert unused sick leave hours to annual leave pursuant to Personnel Policy 7-106.

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, 2010 unless modified or terminated at the discretion of the Board of Supervisors. For eligible employees, this MOU shall take primacy, meaning that any applicable county rules, directives, policies, or procedures shall be brought into conformance with this MOU, to the extent permitted by law.