

## MEMORANDUM OF UNDERSTANDING

### AFSCME, LOCAL 1907 TIER 2 CONVERSION

In an effort to address various Tier 2 issues as well as Tier 2 recruiting difficulties experienced by the City, the City and AFSCME, Local 1907, hereby agree to dissolve Tier 2 in accordance with the following provisions:

- 1) All Tier 1 salary ranges will be adjusted to reflect five pre-steps before the Step 1 of each range. The five pre-steps will approximate a 5% difference between each pre-step.
- 2) Any current AFSCME bargaining unit employee in Tier 2 at Step 5 or below will be placed at an appropriate pre-step approximating a 5% increase.
- 3) Current AFSCME bargaining unit employees transferred to a pre-step will continue to receive appropriate anniversary and longevity increases in accordance with APM-5-78.
- 4) Any current AFSCME bargaining unit employee in Tier 2 at Step 6 or greater will be placed on the nearest equivalent step in Tier 1. Such placement will not result in a decrease in pay to a transferred employee.
- 5) Any current AFSCME bargaining unit employee transferred from Tier 2 and placed on a non pre-step in Tier 1, who does not have the appropriate years of service equivalent to the step the employee is transferred to, shall be partially red-circled until the employee's years of service equate to the next step.
- 6) Current Tier 2 AFSCME bargaining unit employees in classifications presently experiencing recruiting difficulties will be placed at a step that would minimize

the recruiting difficulty as determined by the Department of Human Resources. The classifications identified as presently experiencing recruiting difficulties are: Communications Operator, Communications Operator Supervisor, Latent Print Examiner, and Inspector Classifications in the Building Department. The employees in the identified classifications will, at a minimum, be placed at Step 1 of Tier 1.

- 7) Upon implementation of the Tier 2 conversion, newly hired AFSCME bargaining unit employees will not be placed at a Tier 1 salary rate greater than an employee who was transferred to Tier 1 of that same classification, unless the new hire has exceptional qualifications or there is a lack of available eligible applicants as may be determined by the Department of Human Resources.
- 8) The implementation of this agreement will not result in a change to employee anniversary or longevity dates. Employees transferred to Tier 1 as a result of this agreement will receive their anniversary and longevity raises as scheduled.
- 9) Nothing in this agreement will result in a decrease in salary for bargaining unit employees
- 10) AFSCME agrees that upon execution of this agreement, it will forthwith request a "Stay" of the ULP proceedings on this issue currently before the Public Employees Relations Commission (PERC). AFSCME further agrees that upon achievement of all appropriate authorizations, it will forthwith dismiss the ULP proceedings on this issue currently before PERC.

The parties agree that the above provisions of the conversion of Tier 2 will take place as soon as practical but not before all appropriate authorizations are achieved. It is further

agreed that the conversion of Tier 2 will be implemented at the same time for all current AFSCME bargaining unit employees.

Charles Cox  
Charles Cox, President  
AFSCME Local 1907

1/14/00  
Date

Donald H. Warshaw  
Donald H. Warshaw  
City Manager

1/14/00  
Date