Memorandum of Understanding

City of Peoria
And
Peoria Police Officers' Association

Covering
Police Officers Unit

July 1, 2024 through June 30, 2026

This Memorandum of Understanding is made and entered into between the City of Peoria, Arizona, hereinafter referred to as "City," and the Peoria Police Officers Association, hereinafter referred to as "Association," under the authority of the City of Peoria Ordinance No. 88-13 and City Code Chapter 6.

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Preamble

This agreement is entered into between the City of Peoria and the Peoria Police Officers Association (PPOA or Association). It is the purpose of this agreement to assure sound and mutually beneficial relationships between the two parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours, and working conditions.

The purpose of this agreement is to provide guidelines to assist with an orderly meet and confer process between the two parties, to secure prompt and fair disposition of grievances or complaints, and to establish a basis for the solution of problems by responsible parties so that a spirit of peace and cooperation are maintained.

The City and PPOA, having met and conferred in good faith pursuant to City ordinance, have reached complete agreement concerning wages, hours, and working conditions for the term specified and submit this Memorandum to the City Council of the City of Peoria with their joint recommendation that the City Council resolve to adopt its terms and provisions.

Article 1: Gender

Whenever any words used herein are in the masculine, feminine, or neutral, they will be construed as though they were also used in another gender in all cases where they would so apply.

In addition, the terms “Unit employee”, “Unit member” or “employee” either in the singular or plural form, will mean employees of the City of Peoria that are specifically covered by this MOU.

Article 2: Rights of the Parties

A. Rights/Responsibilities of the Association

1. The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Police Unit as determined by the Peoria City Council in Ordinance #88-13 and Peoria City Code Chapter 6.

2. The Association may designate representatives as follows:

   a. Five (5) Executive Board members

   b. Fifteen (15) representatives
      No more than four (4) of the fifteen (15) total representatives will be assigned to the same patrol shift. The Association will notify the Police Chief and Human Resources of such appointments within thirty (30) calendar days of shift or assignment change. The Police Department is not obligated to change or adjust normal scheduling or assignments of personnel as a result of such designations.

   c. Probationary employees will not be eligible for designation as a representative.

3. Certain specified organizational representatives of the Association have the rights to paid Union Release Time (URT) as follows:

   a. One organizational representative may, when the Association is designated in writing by a grievant as his/her representative, attend mutually scheduled Memorandum of Understanding (MOU) grievance meetings and hearings with Department representatives without loss of pay or benefits.

   b. The Association representative is required to obtain permission from his/her immediate supervisor to be absent from duties to attend scheduled grievance meetings. A representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the work area supervisor. This permission will not be unreasonably withheld, giving proper consideration to essential work of the Department and the occupational safety of the shift representative.

c. For each individual fiscal year (July 1 through June 30) during the term of this agreement, the Association will, subject to operational scheduling requirements, be allowed release time with pay, which will not be unreasonably withheld, for up to a maximum of eight hundred (800) hours per year for elected officers, members, or designated representatives appointed by the President to attend Association Business and Executive Board meetings or to attend association seminars and conventions.

d. Notice of events and names of the members attending should be submitted to the Police Chief or his/her designee by the Association no later than ten (10) calendar days in advance of the requested release time. Requests submitted with less than ten (10) days notice will be considered and may be granted when they do not interfere with normal departmental operations.

e. The City will furnish to the Association on request, at actual cost, a listing of Association members on City payroll deduction in July and January during the term of this agreement, including URT totals.

f. The City will deduct biweekly an amount approved by the membership of the Association limited to regular membership dues pursuant to authorization of a form provided by the City, duly completed and signed by the Association member, and transmit such deductions to the Association on a monthly basis. The City will, at the request of the Association, make changes in the amount of the deduction hereunder during the term of this Memorandum at the cost of implementing such change. Requests for changes in the deduction amount will include the employee name, number, effective date, and amount. The City will not make dues deductions for employees on behalf of any other employee organization during the term of the Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.

g. The Association, through its designated representatives, may distribute Association-related printed material on City premises (building and grounds) only before and after scheduled working hours, provided that the employee distributing such material is on non-work status.

h. The City does grant the Association permission to use City provided information boxes assigned to each individual police officer located within the officer's designated work area to distribute said materials.

i. The Association agrees that no Association printed material will be placed on any City bulletin board without express written approval of the City or its designee.

j. The City agrees that officers and non-employee representatives of the Association shall have reasonable access to the premises of the employer during working hours with advance notice to and upon approval of the appropriate employer representative. Such visitations shall be for the reasons of the administration of this agreement, disseminating information, or providing information to new recruits during an orientation or post-academy session. The Association agrees that such activities shall not interfere with the normal work duties of employees.

k. The Association will be allowed one (1) hour in post-academy. During such discussions, the Association representative will avoid the dissemination of information which is political in nature, abuse of any person or organization, or disruptive to the Department's operation.

l. The City will provide, upon request, non-confidential and readily available information concerning the Unit that is necessary to Association representatives for negotiation and MOU grievances and is not otherwise available to the Association, such as personnel census, employee benefits data, and survey information. Such requests will be made through the City Manager and Human Resources Director or their designees. Any usual costs incurred by the City in connection with this Section will be borne by the Association. Further, the Association may designate not more than five (5) people who will be authorized to examine the documents provided. Such persons need not be employees of the City or Association but may include accountants, time study experts, or others hired by the Association for the purpose of such examination. Such examinations will be made during current City business hours. The obligation of the City under this section will be cumulative of, and will not deviate from, any other requirement expressed in this agreement with respect to furnishing notices, communications, or any other writing to the Association.

m. The Association will be permitted to place one bulletin board in all designated Police buildings. The Association will be responsible for all costs and upkeep with these bulletin boards. The parties agree that this Article does not authorize or approve the posting of material that is political in nature or abusive of any person or organization. The placement and size of the bulletin board will be determined by the Police Chief and Association and the overall size will not exceed 48" x 36".

n. To assist the City, during the term of the MOU, the Association President will be assigned to a day shift schedule with Saturdays and Sundays off if a 5/8 schedule is in effect. Should a 4/10's schedule be in effect, the Association President will be assigned to a day shift with Fridays, Saturdays, and Sundays off. Alternatively, the President may designate an Executive Board Member to fulfill this assignment. The assignment will be in effect for the term of the shift bid year unless the individual is relieved of the position on the Executive Board. If a change of designee occurs, the original designee will switch shift assignments with the newly appointed designee. This does not preclude the Police Chief from moving the Association designee for disciplinary or performance issues as outlined in the MOU or Department Policy.

o. The purpose of this assignment will be to ensure the Association has a designated individual available to represent the Association during normal business hours in planned and unplanned communications with the Police Chief, his/her designees, or City management staff, including Human Resources.

p. The Association agrees that they will individually and collectively perform loyal and efficient work and service; that they will use their influence and best efforts to protect the property of the City and its service to the public; and, that they will cooperate in promoting and advancing the welfare of the City and the protection of its service to the public at all times. The Association and the City mutually agree to cooperate in achieving increased productivity for the mutual benefit of all concerned through better utilization of equipment, personnel, and methods of work.

B. Rights of Management

Nothing in the agreement is to be interpreted as constituting a waiver of the City of Peoria's rights and responsibilities to create and maintain effective police services. The intent of the agreement is to establish conditions of employment with the Association. The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and workforce performing those services. Therefore, the City, on its own behalf and on behalf of the City Council, hereby reserves and retains unto itself without limitations all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law, the Constitution of Arizona and the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the City services, its properties and facilities;

2. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment or their dismissal;

3. To establish standards of performance to be maintained and courses of instruction, including special programs, as deemed necessary or advisable by the executive management;

4. To determine overall goals and objectives as well as the policies affecting the employment;

5. To determine work schedules, including the necessity of overtime, assignments of employees, qualifications required, and areas worked;

6. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work;

7. To adopt reasonable rules and regulations;

8. To determine the location or relocation of its facilities, including the establishment or relocation of new services, buildings, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, sub-divisions, functions, programs, buildings, or other facilities;

9. To establish hours and days of operation of its facilities;

10. To determine the financial and public information policies including adopting and management of the City's budget, all accounting procedures, and all matters pertaining to public relations;

11. To determine the size of the management organization, its functions, authority, amount of supervision, and organizational structure;

12. To direct the working forces, including the right to hire, promote, discipline, transfer, evaluate, lay off employees from duty due to the lack of work or lack of funds, or abolishment of position and determine the size of the workforce;

13. To take whatever action may be necessary to carry out the mission of the City in situations of emergency and/or fiscal crisis.

14. The exercise of the foregoing powers, rights, duties, and responsibilities by the City and the adoption of policies, rules, regulations, and practices in furtherance thereof shall be the exclusive prerogative of the City except as limited by the specific terms of this Agreement. Failure to exercise management rights does not preclude the City from exercising such rights at any time in the future.

C. Reservation of Management Rights

The enumeration of the rights and duties of the City in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the City.

D. Notification of Association Representatives

The Association will provide the City with the names of new representatives, divisions where employed, and names of previous representatives within fifteen (15) calendar days of election appointment.

E. Rights of the Employee

1. All employees will have the right to have the Association serve as their "Meet and Confer" representative as set forth in Ordinance #88-13 and Peoria City Code Chapter 6 without discrimination based on membership or non-membership in the Association.

2. Employees will have the right to be represented by the Association in dealings with the City concerning grievances as defined in this MOU (Article 20).

3. Employees will have the right to present their own grievances in person.

4. No employee will have any adverse comments entered into his/her personnel file without being informed by a supervisor. If the employee requests, he/she may receive a copy of the adverse comment.

5. Employees may, at their discretion, attach a statement of rebuttal to any material

contained in their personnel file as retained by Human Resources, which may be adverse in nature within 60 calendar days of the item being placed in the file.

6. All written documentation of discipline will be retained in an employee's personnel file according to state law and/or administrative timelines. Discipline that does not meet the level of suspension or demotion cannot be used as an aggravating factor in future discipline, provided that there are no subsequent disciplinary actions or similar performance corrective actions within one year of receiving an issued discipline.

Article 3: Wages

A. The pay schedule set forth in Attachment A will be the pay schedule in effect (first pay period to include July 1, 2024, through last pay period, ending approximately June 30, 2026). The salary schedule will be paid to all full-time employees if the normal work week is worked or fulfilled as paid leave.

B. Fiscal Year 2025 (July 1, 2024 – June 30, 2025):

   1. All employees will receive a 4.50% market adjustment effective the first pay period to include July 1, 2024.

   2. Employees will be eligible for a one-step increase on the pay period which includes their position anniversary date, to become effective according to the Personnel Administrative Regulations provided the performance rating is satisfactory.

C. Fiscal Year 2026 (July 1, 2025 – June 30, 2026):

   1. All employees will receive a 4.00% market adjustment effective the first pay period to include July 1, 2025.

   2. Employees will be eligible for a one-step increase on the pay period which includes their position anniversary date, to become effective according to the Personnel Administrative Regulations provided the performance rating is satisfactory.

D. Employees who have reached the maximum salary step will not be eligible for additional step increases.

E. An employee who is on initial probation or who receives an overall annual performance rating that is not satisfactory (while performance meets requirements occasionally, improvement is required) or below or is involuntarily demoted may be subject to reassignment during the shift bid year. Such reassignment may occur at the discretion of the Police Chief or his/her designee and will run through the then-current shift bid year. An employee re-assigned under this provision will be eligible to participate in the next annual shift bid process provided the employee's performance meets the following requirements:

   1. The employee, the Police Chief, or the Police Chief's designee requests a mid-year performance appraisal, and the Police Chief or designee performs such appraisal; and

2. The overall rating of the mid-year performance appraisal is satisfactory (full performance of all job requirements) or better.

F. 457 Contribution

1. The City will contribute $15 per pay period to the employee's 457 Plan with a matching contribution from the employee.
2. The employee match must be in total; no partial contributions shall be eligible for matching.

G. Longevity Lump Sum

1. The City shall make an annual lump sum payment on the pay period that includes August 1st into the employee's 457 account/plan as follows:

   a. Employees with ten (10) or more years of continuous service with the City of Peoria as of August 1st each year of this MOU shall receive $250.00;

   b. Employees with 15 or more years of continuous service with the City of Peoria as of August 1st each year of this MOU shall receive $500.00;

   c. Employees with 20 or more years of continuous service with the City of Peoria as of August 1st each year of this MOU shall receive $750.00.

2. Lump sum longevity payment is paid into an employee's 457 account only.

H. Premium Payments

1. Employees assigned as lead Police Training Officers (PTO) will receive their regular rate plus five percent (5%) of their base pay for PTO assignment pay upon successful completion of the certification requirements for PTO. Employees assigned as part-time PTOs will receive their regular rate of pay plus seven and one-half percent (7.5%) for hours worked in the PTO capacity.

2. Officers assigned as Trainees in the Training Officer (PTO) program will not receive shift differential pay until they have been assigned to a solo status.

3. Officers temporarily working in a higher classification shall receive 5.0% for hours worked when designated as working out of class (WOOC).

4. Communication Pay

   Employees who have demonstrated competency in Spanish as determined by the City through its designated testing process and who interpret Spanish in the course of performing their duties will be compensated per pay period equivalent to one of the following three skill levels:

   a. Level I – Basic Skills: $ 0.375 per hour
   b. Level II – Intermediate Skills: $1.25 per hour
   c. Level III – Advanced Skills: $1.875 per hour

      i. All levels of communication pay shall be tested at no less than two (2) calendar years for qualified levels and proficiencies.

      ii. Other languages: upon approval of the Chief or his/her designee, employees that are called upon for translation of languages other than Spanish may be compensated at the skill level determined by the Chief to serve the purpose of a particular case. This shall be determined on a case-by-case basis.

      iii. Employees assigned to the Special Assignment Unit (SAU) will receive one dollar ($1.00) per hour.

      iv. Employees assigned to the Management Services Division or the Support Services Division in the following positions will receive $1.15 per hour:
         - Vehicle Crimes Unit
         - Traffic Services Unit
         - School Resource Officer
         - School Liaison Officer
         - Community Resource Officer
         - Misdemeanor Repeat Offender Program (MROP)
         - Threat Mitigation Unit (TMU)
         - Terrorism Liaison Officer (TLO)
         - K9 Unit

- Street Crimes Unit
    - DEA position
    - GIITEM position
- Property Crimes Unit (PCU)
- Special Victims Unit (SVU)
- Investigative Support Unit (ISU)
- Financial Crimes Unit (FCU)
- Domestic Violence Unit (DV)
- Major Crimes Unit (MCU)
    - FBI Task Force position
- Public Information Officer
- Range Master
- Training Specialist
- Background Investigator
- Wellness Coordinator
- Any other position as deemed appropriate by the Police Chief.

5. Employees who are qualified as phlebotomists may be assigned to perform these duties, and while assigned, they will receive $1.00 per hour. These employees will be assigned as needed by the Department and based on Departmental policy.

I. Shift Differentials

Employees, including those assigned as PTO, will receive shift differential as follows:

1. Employees assigned to Shift II, or whose normal scheduled duty shift begins on or after 12:00 hours, and prior to 17:59 hours will receive seventy-five cents ($0.75) per hour shift differential in addition to the base pay.

2. Employees assigned to Shift III, or whose normal scheduled duty shift begins on or after 18:00 hours and prior to 23:59 hours, will receive seventy-five cents ($0.75) per hour shift differential in addition to the base pay.

3. Employees who are eligible for premium payments and/or shift differentials will be paid according to the pay formula, which entitles the employee to the maximum pay for the activity which yields the premium and/or differential. However, neither premiums nor differentials may be duplicated, and employees may not be compensated in multiple cumulative methods for the same premium or differential.

J. Standby Pay

Employees who are required to be available for emergency call back at times that the employee is not otherwise on duty will be compensated for each stand-by hour at two dollars and fifty cents ($2.50) per hour.

K. Retiree Health Savings Account

The employee will contribute 3% of their current salary to the City-designated Retiree Health Savings Account. The City will contribute $25 per pay period for all eligible employees to the City-designated Retiree Health Savings Account.

L. Retention Payment

1. For fiscal year 2025 only, full-time PPOA members as of June 30, 2024, who have achieved one (1) continuous year(s) of service prior to July 1, 2024, shall receive a one-time cash payment on the pay period which includes July 15, 2024, according to the following schedule:

    a. 1-3 years of continuous PPOA service: $2,500.
    b. 4-5 years of continuous PPOA service: $3,500.
    c. 6+ years of continuous PPOA service: $5,000.

2. For fiscal year 2026 only, all full-time PPOA members, as of January 1, 2026, shall receive a lump sum payment of no less than $4,250, into the employee's 457 account on the pay period, which includes January 15, 2026.

    a. The amount shall be calculated upon an even disbursement among all incumbents as of January 1, 2026, from the amount of $800,000 (not to exceed 188 FTEs). As of January 1, 2026, if there are less than 188 incumbents, the excess funds will be equally disbursed among the current incumbents).

    Example: as of January 1, 2026, if there are 170 incumbents, each PPOA member would receive a lump sum payment into the employee's 457 account of $4,700.

Article 4: Holiday Benefits

A. The City agrees to the following Holiday Schedule:

1. On the 1st of the month shown below with a holiday, the City will add floating holiday hours to the employee's holiday bank balance.

Holiday	Accrual Month	Hours
Floating Holiday	January	10
New Year's Day	January	10
Martin Luther King Jr. Birthday	January	10
Presidents' Day	February	10
Memorial Day	May	10
Independence Day	July	10
Labor Day	September	10
Veterans' Day	November	10
Thanksgiving Holiday	November	10
Thanksgiving Holiday	November	10
Christmas Day	December	10

Total Monthly Accruals	
Month	Hours
January	30
February	10
May	10
July	10
September	10
November	30
December	10

2. If the employee is not active (in pay status) for at least one full day during the month of the accrual, 0 hours will be placed in the employee's accrual balance.

3. New employees will receive accruals for any actual holiday the employee was hired prior

to (this is based upon an actual holiday and not a city-observed holiday). New or promoted employees will not receive any prorated floating hours. Promoted employees may transfer up to 10 Floating Holiday hours from previous Holiday Bank hours.

B. Using Holiday Bank Hours as Paid Time Off

1. When using Holiday Bank hours as Paid Time Off, the employee must enter time as LV-Floating Holiday for any calendar date the leave is being used.

2. Time may be used in 15-minute increments.

3. All Holiday Bank Hours used as Paid Time Off will count as hours worked.

4. These hours will not default on any holiday; if the employee wants to take the specific observed holiday off or actual holiday off, then the employee must use any approved paid leave hours they have available to include Holiday Bank hours.

C. Using Holiday Bank Hours as Additional Pay

1. When using Holiday Bank hours as additional paid time, hours must be entered as Holiday Payout (the name of the pay code could change once the process is live).

2. Holiday Payout can be added to any day of the calendar year.

3. Any amount of Holiday Payout hours can be entered on any calendar date up to the amount of the employee's current holiday bank balance.

D. All Holiday Bank hours accrued must be used by the end of the calendar year.

1. Any hours remaining after December 31st will be paid out.

2. The payout will not occur until the paycheck after the December 31st pay period check. Example:

   a. The 12/31/2021 pay period end date is 1/7/2022.

   b. The check following the 1/7/2022 pay period will be 1/27/2022.

c. All Holiday Bank hours remaining from the previous year will be paid on the 1/27/2022 paycheck.

d. All hours remaining after employee termination will be paid out.

E. Holiday Reward Time

1. For this MOU only, PPOA members shall receive ten (10) hours of reward time in recognition of Juneteenth on January 1 of each calendar year.

   a. These are considered one-time floating hours and will not be paid out upon separation or retirement.
   b. There is no pay-out option.
   c. These hours must be used prior to the end of the calendar year, or they will be forfeited.
   d. These hours will count as time worked.
   e. New employees hired prior to June 19th of each calendar year will receive ten (10) hours, and new employees hired after June 19th will receive zero (0) hours.

F. Without regard to the above sections, all hours worked on a shift that begins between 12:01 a.m. and midnight on the actual calendar holidays (not the designated observed holidays) of New Year's Day (January 1), July 4th, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day (December 25) will be paid in 1.5 times the hourly rate. In the event of a shift trade, the employee originally assigned to work the premium holiday will retain the premium pay, not the employee filling the shift trade.

Article 5: Uniform Allowance

A. The City agrees to provide each police officer with a uniform allowance in accordance with one of two options. Employees must elect which option they will utilize for the following fiscal year:

1. OPTION 1:

    a. The City agrees to provide each police officer thirteen hundred dollars ($1,300) per fiscal year to facilitate the purchase and cleaning of required uniforms and equipment.

    b. One-half ($650) of this allowance will be paid on the pay period which includes August 1, and one-half ($650) of this allowance will be paid on the pay period which includes February 1 for allowance only of reasonable expenses for cost, maintenance, and cleaning of uniforms, clothing, and equipment.

    c. For new officers, a $1300 payment will be made upon completion of the Academy or for newly hired lateral police officers. This payment will be made one-time in the first fiscal year of employment. There will be no additional allowance or reimbursement payments during this fiscal year.

2. OPTION 2:

    a. The City agrees to provide each police officer thirteen hundred ($1,300) per fiscal year to facilitate the purchase and cleaning of required uniforms and equipment in the following manner:

        i. The Association and City agree that, in lieu of receiving a uniform allowance biannually, an employee may elect to receive a line of credit of thirteen hundred dollars ($1,300) per fiscal year under an established system to provide authorized uniforms/clothing and duty equipment and to provide for uniform cleaning, maintenance and replacement.

        ii. Reimbursements will be processed at the end of each quarter and submitted to Finance for payment the following month.

iii. Reimbursement Submission Due Dates:

- Quarter 1: September 30
- Quarter 2: December 31
- Quarter 3: March 30
- Quarter 4: June 30

iv. All remaining reimbursements for the fiscal year shall be submitted by June 30th.

v. Prior to removing any item from the Police equipment reimbursable list, the City will notify the Association president or designee.

B. For this MOU only, the following shall apply:

1. For FY2025 – each employee electing "allowance" shall receive an additional $250 on the pay period that includes August 1st and an additional $250 on the pay period that includes February 1st to facilitate the purchase and cleaning of required uniforms and equipment.

2. For FY2025 – each employee electing "reimbursement" shall have an additional $500 line of credit to utilize under an established system to provide authorized uniforms/clothing and duty equipment and to provide for uniform cleaning, maintenance, and replacement.

3. For FY2026 – each employee electing "allowance" shall receive an additional $250 on the pay period that includes August 1st and an additional $250 on the pay period that includes February 1st to facilitate the purchase and cleaning of required uniforms and equipment.

4. For FY2026 – each employee electing "reimbursement" shall have an additional $500 line of credit to utilize under an established system to provide authorized uniforms/clothing and duty equipment and to provide for uniform cleaning, maintenance, and replacement.

5. For FY2025 and FY2026 – For new officers, a $500 allowance payment will be made upon completion of the Academy or once hired as a new lateral police officer.

C. In consideration of the allowance provided above, all uniformed police officers will provide and maintain their own uniforms in accordance with the City specifications and the Department Policy. Police officers not required to wear uniforms will wear clothing in conformity with City requirements and Department Policy.

D. The City agrees to issue each member of the tactical team (SAU) with the required clothing and safety equipment.

E. The City agrees to issue each member of the motorcycle unit (TSS) with required motor boots, breeches, and safety equipment.

F. The City agrees to issue police officers assigned to the bicycle patrol with the required clothing and safety equipment.

G. The City agrees to provide body armor, safety equipment, duty handguns, and gun belts with required cases, pouches, and holsters to all employees in accordance with City specifications and Department Policy. Body armor will be purchased via the Western States Contracting Alliance (WSCA) or other mutually agreed upon contract.

Article 6: Hours of Work

A. Hours worked will include vacation, compensatory time, sick leave, industrial, bereavement, personal leave, holiday leave bank, physical fitness leave, and union release time for the purpose of calculating weekly overtime.

B. Duty hours for employees should be consecutive and consistent with other provisions of this agreement. However, temporary duty (TDY) assignments, limited duty, and/or disciplinary action/administration reassignment may necessitate members to have uncompensated lunches. Any assignment that is administrative in nature requiring an uncompensated lunch will be preannounced in the job posting.

C. Duty hours of employees may consist of eight (8) hours, ten (10) hours, or other options greater than ten (10) hour shifts per week to equal an eighty (80) hour pay period. Should the Department discontinue 4/10s on an employee-wide basis, the Association and affected employees will be given thirty (30) calendar days written notice prior to taking such action. New schedules may be mutually agreed upon by the Association and the Department; the Department shall seek the input of the Association.

D. Employees will be allowed to work no more than a total of 30 hours of additional time beyond their normal work schedule unless there is an operational necessity. This time will be determined by the employee and will include voluntary department overtime, extra duty, and off duty. This time will not include any involuntary time in which an employee is required to work.

E. The City will have the exclusive right to adjust an employee's work schedule to provide that the employee will not complete in excess of 40 hours worked as defined in Article 6: Hours of Work of this Memorandum of Understanding in the applicable seven (7) day work period, even if such adjustment results in the employee not working on a regularly scheduled shift.

F. Between scheduled shift rotations, there will be a minimum of fifteen (15) hours off duty for employees working a 5/8 schedule (thirteen (13) hours for employees working a 4/10 schedule). If this is not possible, the employee will receive overtime compensation at his/her regular rate of pay for each full hour worked within the fifteen (15) hour period (thirteen (13) hour period for employees working a 4/10 schedule).

G. Canine Program

Officers assigned as Canine handlers will be authorized four (4) work hours each week to provide routine care and grooming of the canine at the officer's home or other location as appropriate. Such authorization is not cumulative, and unused time will not be carried over to a subsequent week. Depending on service level needs, the time may be assigned to be worked within or in addition to the normal work shift assignment. Officers will not record such hours at times when the canine is kenneled, or the assigned officer is otherwise not directly providing care for the canine. Officers assigned to this program will report use of these hours to the supervisor.

H. Motorcycle Program

Officers assigned to motorcycle enforcement will be authorized two (2) work hours each week to provide general maintenance and cleaning of the motorcycle at the officer's home or other location as appropriate. Such authorization is not cumulative, and unused time will not be carried over to a subsequent week. Depending on service level needs, the time may be assigned to be worked within or in addition to the normal work shift assignment. Officers will not record such hours at times when the assigned officer is on vacation, sick, or other approved leave or otherwise not riding the motorcycle as a normal function of the officer's duties. Officers assigned to this program will report the use of these hours to the supervisor.

I. Change in Shift Assignment

1. The Police Chief has the discretion to make involuntary changes in shifts, days off, or job assignments. These re-assignments will not be for arbitrary reasons.

2. With the joint approval of the Association and the Department, employees may change shifts and days off prior to the next scheduled posting of shift assignments and rotation.

3. An employee must be notified of a change in normally scheduled shift forty-eight (48) hours before the change is to take place, except in cases of emergency. If an employee is required to work non-scheduled hours without the above notice, the employee will be compensated two (2) hours at straight time, plus one and one-half (1.5) times the employee's hourly rate for hours worked.

4. When a Patrol Services Bureau shift assignment becomes available more than ninety (90) days prior to the scheduled shift change, that one shift assignment may be filled based on seniority unless management has reason(s) to place a probationary employee in that shift assignment or has no intent to fill or intends to eliminate that shift assignment. If possible, at least seven (7) days' notice of the vacancy shall be provided. This section (I.4), may be modified between the parties.

5. The employee must be eligible for shift bid, and subsequent vacancies created by the initial move are not available for bid.

J. Shift preference will be submitted on a calendar year basis unless otherwise agreed by the Association and the Police Chief. Agreement by the Association shall be in writing as a result of a majority vote of the membership.

Prior to shift change, the Department will post all positions and specialty assignments. All eligible employees will bid for shifts and days off by seniority for their assignments at shift change.

Upon the completion of the shift bidding process, the new assignments indicating the employee's new shifts and days off will be posted no later than two (2) months prior to the effective date of the shift change.

K. Employees will be permitted to trade work days or substitute for one another where the substitution is voluntarily undertaken and agreed to solely by the employees and with prior approval of the appropriate Deputy Chief or designee. It will be the sole responsibility of the involved employees to ensure that attendance on the affected day is met. The ability to exchange work days or substitute for another is for the convenience of the employees, and in no case will a substitution or the subsequent repayment of the work exchange be considered in the computation of overtime or for the purpose of achieving any premium pay under this contract. In all cases, the repayment of the substitution will be completed within twenty-eight (28) calendar days of the work exchange.

L. Seniority will generally be used as the primary factor in determining the assignment of overtime work.

1. The Department will reserve the right to consider an employee's work history, skill level, specialization, availability, assigned equipment or tools, and the employee's safety record in the determination of the assignment of overtime.

2. Employees eligible for voluntary overtime will have completed PTO/FTO.

3. Operational overtime will be voluntary. However, the City reserves the right to assign overtime as needed to respond to exigent circumstances when insufficient volunteers are available to ensure adequate staffing is maintained or to conduct mandatory training.

4. Employees may volunteer to work overtime by placing their name on a list with other employees in order of seniority. When time permits, overtime will be first offered to those employees on the list in order of seniority. If staffing requirements are not met by utilization of this list, or when time does not permit, employees not working and/or those on scheduled time off will be required to work overtime on the basis of reverse order of seniority.

Article 7: Overtime

Overtime will be worked and will be allowed if assigned by the Police Chief or his/her designee. Overtime will be calculated and paid at one and one-half (1.5) times the regular rate of pay for all hours worked in excess of forty (40) hours in a seven (7) day work period.

In lieu of overtime pay, officers may accrue compensatory time at the rate of time and one-half.

In the event the State of Arizona or the United States imposes upon the City any additional form of leave, paid or unpaid, for purposes of family or child assistance, such leave will not be considered as time worked for purposes of the regularly scheduled work week.

Article 8: Compensatory Time

A. It is the City's normal practice to pay overtime as monetary compensation on the pay date associated with the pay period in which the overtime is worked. If requested by the employee, the Police Chief or designee will grant accrual of compensatory time in lieu of direct pay for regular overtime worked and for overtime earned for court appearances**.** Overtime for special events, emergencies, or grant-funded activities will be directly paid and will not be authorized as accrued compensatory time.

B. Compensatory time may be accrued up to a maximum of one hundred sixty-five (165) hours. Any overtime hours in excess of one hundred sixty-five (165) accumulated compensatory time hours will be paid as overtime. Employees may request payment of up to eighty (80) hours of compensatory time at one time and during any pay period within the fiscal year. Total compensatory time payout will not exceed two hundred (200) hours per fiscal year.

C. Compensatory time off will be granted if the employee makes the request with fourteen (14) days advance notice for the Department to make adjustments to the schedule if adjustments are necessary to minimize the impact on Department operations. A supervisor may approve a request with less than fourteen (14) days' notice if staffing allows.

    1. The Police Chief will maintain the sole discretion to determine staffing levels and to adjust schedules as necessary to respond to the operational needs of the Department.

    2. The use of compensatory time off will be authorized for the first employee making a request. In the event two or more employees request compensatory time off at the same time, department seniority will prevail.

    3. Compensatory time off will be counted as hours worked for credit towards overtime calculation.

Article 9: Off-Duty Assignments

A. Off-duty work is defined for the purpose of this article as work that is law enforcement-related and where the employer is other than the City. All employees will report all off-duty hours worked to the Department within 24 hours of the first day they report back to their regular duty.

B. Employees will be allowed to work no more than a total of 30 hours of additional time beyond their normal work schedule. This time will be determined by the employee and will include voluntary department overtime, extra duty, and off duty. This time will not include any involuntary time in which an employee is required to work.

C. Seniority: The Department will maintain a seniority list for all employees willing to perform off-duty assignments. Off-duty assignments for any law enforcement-related job opportunities made available through the Department designated off-duty work coordinator will be distributed by seniority. Department seniority does not apply to off-duty work coordinated or arranged directly by an outside vendor/contractor, which is defined as any company whose primary source of income is to provide security and traffic control.

D. Employees desiring to work off-duty assignments will advise the Department at shift change of their interest to do so per current Department Policy. After an initial sign-up period of two (2) weeks, new names will be added to the bottom of the list in order of signing up, without regard to seniority.

E. When available, the Department will offer off-duty work opportunities only to employees on the list in order of their appearance on the list. Offers of off-duty work will be made in sequential order through the list, with new opportunities being offered first to the employee, following the one who accepted the last offer. When the list is exhausted, offers will return to the top of the list.

F. Prior to being placed on the off-duty assignment list, the Police Chief, or his/her designee, will review on a case-by-case basis the nature of the off-duty work, the employee's experience, and the total hours projected to be worked by the employee in that workweek. The employee must have completed at least eight (8) months of his/her twelve (12) month initial probationary period.

G. Under this section, hours worked shall not include vacation, compensatory time, personal leave, holiday, physical fitness leave, and union release time.

Article 10: Leave

A. Vacation Leave

4. All full-time employees will accrue vacation on the last day of each pay period according to the schedule below.

Years of Employment	Hours Accrued Per Pay Period
0 – 2.99	3:51 Hours
3 – 4.99	4:14 Hours
5 – 9.99	5:00 Hours
10 – 14.99	5:47 Hours
15 – 18.99	6:33 Hours
19+	7:42 Hours

2. Laterally hired employees, hired on or after July 1, 2008, who are fully qualified will be hired in at the accrual rate that is commensurate with the years of creditable service they bring with them, not to exceed that which is equal to the beginning of the 10th year. For the purposes of this section, "fully qualified" is defined as any officer who is currently AZPOST certified or who is eligible to take and who passes the AZPOST waiver, thereby having no need to attend the police academy before being assigned as a City of Peoria officer. For the purposes of this section, "years of creditable service" are defined as the years of full-time service as a peace officer.

3. Employees will be allowed to accrue vacation leave up to three hundred sixty (360) hours annually. All Vacation Leave accrued above the maximum leave limits as of December 31 of each year will be forfeited with the exception of up to 40 hours, which will be automatically paid at the employee's current rate of pay in January.

4. Paid vacation will be counted as hours worked for credit towards overtime calculation.

5. When an employee is temporarily recalled to duty while on an authorized vacation out of the City and out of Maricopa County by order of the Police Chief or his/her designee, he/she will be reimbursed for necessary and provable transportation expenses as determined by the Police Chief.

6. Employees may request payment for vacation hours in excess of 140 hours. A maximum of sixty (60) hours will be paid in any fiscal year, exclusive of the amount described in

paragraph 3 above. Requests for payment shall not reduce the accrued balance below 140 hours. Requested payments shall be made in June and December based on accrued balances at the end of May and November.

B. Sick Leave

1. A full-time employee will be entitled to paid sick leave. Full-time employees will accrue sick leave at the rate of 3:42 (3 hours and 42 minutes) per pay period.

2. In the event of an employee's death while employed by the City, all of the employee's accumulated sick leave hours will be paid to his/her designated beneficiary on file with the City of Peoria Human Resources Department.

3. Sick leave will be counted as hours worked for credit towards overtime calculation.

4. Employees will be eligible to convert all accumulated sick leave to regular, straight-time pay upon separation in good standing with at least five years of service and a minimum of 200 hours in accordance with the following schedule:

Accrued Hours	Payment Schedule
1 to 499	All accrued hours paid at 25%
500 to 899	All accrued hours paid at 50%
900 and above	All accrued hours paid at 75%

Once a particular level is reached, ALL hours above one, are paid at that designated percentage. Such payment will be made to the Retiree Health Savings Account as provided under the provisions of the agreement and City regulations.

5. Employees will be eligible to convert all accumulated sick leave to regular, straight-time pay into the employee's Retiree Health Savings Account upon retirement (defined as an employee who retires and is eligible to receive PSPRS or ASRS retirement benefits, including disability retirement) in accordance with the following schedule:

Accrued Hours	Payment Schedule for Retirees
1 to 499	All accrued hours paid at 25%
500 to 899	All accrued hours paid at 50%
900 and above	Accrued hours to be paid as follows: Hours 1-899.99 shall be paid at 75% Hours 900 and above shall be paid at 100%

Once a particular level is reached, ALL hours above one are paid at that designated percentage unless noted otherwise. Such payment will be made to the Retiree Health Savings Account as provided under the provisions of the agreement and City regulations.

C. Leave Donations

1. It will further be the policy of the City to allow emergency donations of sick leave by employees to another employee to cover catastrophic illness or injury to the employee or an immediate family member (for Sick Leave purposes) as defined in the Personnel Administrative Regulations. Catastrophic is defined as a serious health condition that involves incapacity or treatment in connection with such inpatient or outpatient care or continuing treatment by a health care provider from said inpatient or outpatient care.

2. This donation of sick leave will not be used to bolster any employee's sick leave if that employee has any other leave credited to his/her account.

3. In order to donate sick leave, the donating employee must have at least two hundred (200) hours of accumulated sick leave at the time of the donation.

4. Donations must be transferred and credited in quarter (.25) hour increments.

5. The donating employee may donate up forty (40) hours of sick leave to another employee. If an employee elects to donate more than forty (40) hours of sick leave to another employee, the donating employee must also donate a matching amount of vacation time for all sick leave donated above the initial forty (40) hours.

6. All sick leave donations cease after any type of other compensation is received, i.e., retirement disability, short-term disability, worker's compensation through another agency, etc. It is the employee's responsibility to notify the City when other compensation is received.

7. Donations must be submitted on the City-approved form.

8. Donations for the immediate family member require physician certification of catastrophic illness or injury.

9. Sick leave donation approval is at the Police Chief's discretion.

D. Personal Leave

1. Employees will receive twenty (20) hours of personal leave each calendar year, which is not cumulative and not carried over from one calendar year (as defined by pay periods) to the next calendar year. When used, personal leave will be deducted in quarter-hour increments.

2. Personal leave will be counted as hours worked for credit towards overtime calculation.

3. Upon separation, Personal Leave balances will be paid out at 100% of the employee's current rate of pay.

E. Industrial Leave

1. Industrial leave is defined as leave necessitated by an injury or condition sustained through employment with the City, one which requires leave for treatment and/or recuperation as determined by a licensed physician.

2. Industrial leave is not accrued but is available through the Industrial Commission of Arizona in conjunction with State law and City policy.

3. While on Industrial leave, no sick leave, vacation leave, compensatory leave, or any other paid leave will be charged to the employee.

4. If injury/illness was incurred prior to July 1, 2009, and compensation is due on the claim, the employee will receive compensation directly from the insurance carrier. The employee must immediately endorse the check and provide the signed check to the Human Resources Department. Compensation will be provided through the regular payroll process.

5. While on approved industrial leave, the employee will remain in full pay status, accumulating all benefits due him/her.

F. Bereavement Leave

1. Full-time and regular part-time employees will be entitled to bereavement leave in the following manner:

   a. Three (3) days for in-state services
   b. Five (5) days for out-of-state services

2. Calculation of bereavement leave shall be based on the number of hours in the employee's regularly scheduled workday.

3. Bereavement leave shall be allowed in the case of the death of a relative. There shall be no accrual of bereavement leave, and an employee will generally have up to 30 days to use their leave time. Bereavement leave may be utilized up to 90 days following the death of a relative on a case-by-case basis, with documentation.

4. A relative is defined under this regulation as a spouse or domestic partner, parent, stepparent, parent-in-law, child, step-child, son-in-law, daughter-in-law, sibling, step-sibling, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, half-sibling, great-grandparent, great-grandchild, great-aunt, great-uncle, first cousin, grand- niece, and grand-nephew.

5. For the purposes of the Bereavement Leave section of Article 10, the definition of relative is established through marriage or by affidavit of domestic relationship and shall terminate upon death, divorce, or termination of the marriage and/or the domestic partner affidavit filed with the Human Resources Department.

6. Employees are limited to 80 hours of Bereavement Leave in any calendar year. Exceptions to the 80-hour limit may be approved by the Department Director and the Human Resources Director.

Article 11: Health and Dental Insurance

A. The City will continue to offer health insurance under City-approved plan(s) for employees and their qualified dependents.

B. The City will continue to offer a City-approved dental plan for employees and their qualified dependents.

C. The City will provide a designated medical and dental employee-only premium paid at 100%.

D. The City agrees to pay a percentage of the cost for dependent health and dental premiums as established annually by the City Council or their designee.

E. The City agrees to involve a PPOA designee to participate in the Healthcare Task Force.

Article 12: Life Insurance and Death Benefit

A. The City will provide life and dismemberment insurance in the amount of two thousand dollars ($2,000) for each one thousand dollars ($1,000) of an employee's current annual salary, rounded up to the nearest thousand dollars of the employee's pay range step.

B. In the event an employee is killed in the line of duty or dies from injuries sustained in the line of duty, the City will pay or reimburse up to fifteen thousand dollars ($15,000) toward funeral-related expenses to the designated agent or service provider.

C. ARS 38-1103 provides a death benefit should a member be killed in the line of duty or die from injuries sustained in the line of duty. In the event ARS 38-1103 is repealed, this provision would be implemented:

   1. In the event a member is killed in the line of duty or dies from injuries sustained in the line of duty, the City shall maintain/offer health insurance for the surviving spouse and eligible dependents for a period of time not to exceed five (5) years from the date of the employee's death. The surviving spouse and/or eligible dependents are responsible for paying the employee's premium for the selected plan in accordance with the City's established cost-share formula. Should the surviving spouse remarry, the new spouse would not be eligible for coverage.

Article 13: Limited Duty Assignments

A. The City may provide limited duty assignments for Police Officers who are unable to perform their normal duty assignments due to temporary injuries, physical or mental, that have occurred on or off duty.

B. This limited duty assignment will not exceed a period of sixty (60) calendar days unless to do so would be in the best interests of the City. Any extension of the sixty (60) calendar days will be with the recommendation of the Police Chief and will apply only to off-duty injuries.

C. With regard to on-duty injuries, the employee will be left on limited duty status until released by a physician certifying the officer is fit for full duty or until such time that the officer or the City seeks separation on behalf of the officer under the medical clause.

D. The Police Chief or his/her designee may provide an assignment within the scope of the officer's ability(s).

Article 14: Court Appearances and Callbacks/Callouts

A. Callbacks/Callouts

1. When an employee has completed his/her regularly scheduled shift and is called back to perform work of any nature within two (2) hours after his/her regular shift, he/she will receive a guaranteed minimum of three (3) hours pay at the appropriate overtime rate.

2. When an employee is called to work prior to his/her regularly scheduled starting time and continues to work into the regular shift, he/she will be paid for the time worked at the appropriate overtime rate up to the start of his/her regular shift. If an employee is called in at any other time, he/she will be guaranteed a minimum of three (3) hours of pay at the appropriate overtime rate.

3. An employee called back because of his/her own negligence, whether in the proper care and use of City equipment or for his/her failure to complete official reports prior to securing for the day, will be paid for such callback at a rate of one and one half (1.5) times the officer's hourly rate of pay. However, the officer will not be eligible for the three (3) hour minimum pursuant to this section.

4. For the purpose of calculating total work hours, only the time actually worked will be used.

5. In the event of an All Call/Full Staff call out for emergency response, the employee will be compensated from the time he/she reports to duty if there are 3 hours or more notice given. If there is less than 3 hours notice given, the employee will be compensated from the time the notice was given.

B. Court Appearances (General)

1. When an employee is on Court duty outside their regularly scheduled shift, he/she will receive court duty compensation at the appropriate overtime rate and will be guaranteed a minimum of three (3) hours of overtime pay for court time. Should an employee have overlapping timeframes for court appearances, whether in-City or out-of-City, the employee will not be paid twice for the same time frame. This will apply to all subpoenaed court appearances and hearings. When recalled from leave, the employee will have the leave hours restored that are lost due to said appearance.

2. Any court time within two (2) hours of an employee's duty start time or immediately following the duty end time will be paid at the appropriate overtime rate for the actual time worked. Periods of more than two (2) hours prior to their start time, or those that do not immediately follow their end time, will be paid in accordance with Section B1 above.

3. Any court time that falls within regularly scheduled work time will not be compensated as premium pay, as illustrated above.

4. For the purpose of calculating total work hours, only the time actually worked will be used.

C. Off-Duty Arrests

Any employee who makes an off-duty arrest will receive a minimum of two (2) hours of pay at the overtime rate or the actual amount of hours required, whichever is the greater.

D. On-Call Court Time

On-call court time will not be stand-by time, and the City agrees to guarantee a minimum payment, at straight time rate, for the equivalent of three (3) hours for each court session of on-call court time. Employees will not be required to remain at home, but will leave word as to where they may be reached. If actually called to court, the employee will be entitled to the three (3) hour minimum at the overtime rate for court appearances in addition to the on-call court time payment if the on-call time exceeds three (3) hours. For the purpose of calculating total work hours, only the time actually worked will be used.

Article 15: Retirement Benefits

A. Employees who retire (defined as an employee who retires and is eligible to receive PSPRS or ASRS retirement benefits, including disability retirement) will be eligible to convert all accumulated sick leave to regular, straight-time pay as described in Article 10 Section B.4.

B. DROP Program **-** This program is open to those employees who qualify for the Public Safety Personnel Retirement System's Deferred Retirement Option Plan (DROP) as defined under Arizona Revised Statutes Title 38, Chapter 5, Article 4.

1. A City deferred retirement option plan is established for those employees who become members of the system before January 1, 2012. The purpose of the City's deferred retirement option plan is to provide members access to an enhanced retirement benefit in addition to their normal retirement benefit on actual retirement.

2. The City shall offer the PSPRS Deferred Retirement Option Plan (DROP) to eligible members on a voluntary and irrevocable basis at the time of election and acceptance by the local retirement board into the Public Safety Retirement's deferred option plan.

3. Eligibility and Participation

   a. Members who elect to participate in the City's deferred retirement option plan (DROP) are eligible to participate in the 457 deferred compensation incentive program established by the city. Upon entry into DROP, the decision to enroll in or waive the incentive program is voluntary and irrevocable during the DROP period and must be made at the time of entering into DROP.

   b. DROP I**:** The City will discontinue the employee and employer's contributions into the PSPRS as defined by the rules of the DROP program.

      i. If the employee elects to participate in the 457 incentive program by putting in at least 7.65%, the City will also contribute 7.65% into the employee's 457 account.

      ii. The combined employee and employer contributions to the city's 457 deferred compensation incentive program may not exceed the statutory limits of the plan set forth each year by the IRS.

iii. Contributions made to the city's 457 deferred compensation incentive program as required by this MOU are subject to the normal distribution requirements of the plan. The contributions made into the plan are contributed tax deferred until the distribution of the funds occurs. Upon distribution, the funds become taxable to the employee.

iv. Contributions to the city's 457 deferred compensation accounts will cease once an employee retires from the city and/or reaches the maximum duration of participation in the Public Safety Retirement's deferred retirement option plan.

C. The City will provide a “Retired Police Officer Commission Card” and a “Retired Police Officer” badge to each officer who retires in good standing and as defined in section A above. Any sworn police officer who is facing any allegation(s) of felony criminal misconduct at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony conviction, the officer will not be entitled to this benefit.

D. Upon request, the City will provide the last worn breast badge in a reasonable display to the retiring employee in good standing, with the cost to be split between the City and the Association. Any sworn police officer who is facing any allegation(s) of felony criminal misconduct at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony conviction, the officer will not be entitled to this benefit.

E. Upon retirement or separation in good standing (as defined in sectin A above) and at the discretion of the Police Chief, employees may elect to retain their duty weapon and one (1) magazine. Any sworn police officer who is facing any allegation(s) of felony criminal misconduct at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony conviction, the officer will not be entitled to this benefit. Upon approval to retain the weapon, the employee may purchase it according to the following cost schedule:

Years of Service With the City of Peoria	Cost to Employee
20 or more years	$1.00
15-20 years	25% of Fair Market Value of the Weapon
10-15 years	50% of Fair Market Value of the Weapon
Less than 10 years	At the discretion of the Chief; if approved, 100% of Fair Market Value of the Weapon

Fair Market Value will be determined by the City at the time of the employee's retirement.

Article 16: Administrative Investigation/Disciplinary Policy

A. Any material used as the basis for a disciplinary action (demotion, suspension, or termination) for officer violation of City or Department work rules or regulations must be included in the Personnel File and must be made available to that officer. Any other information that the City may have relating to the specific disciplinary action taken may not be used as a part of the disciplinary action against said officer if said information is not contained in the Personnel File.

B. An officer who is required to prepare a memo in an administrative investigation may use not more than two (2) hours of duty time to prepare a written response to the Notice of Investigation and/or the allegations charged against the officer. This policy will not apply to investigations into criminal activity or charges.

C. The Department's definition of “just cause” as defined in this Agreement applies to Administrative Investigations:

   1. Clear, understandable rules communicated to employees;

   2. Conduct a thorough, objective investigation and render a decision based on the facts;

   3. Decision makers consider mitigating and aggravating circumstances;

   4. The discipline/corrective action is appropriate to the circumstances.

Article 17: Seniority

A. Seniority is defined as the length of full-time continuous employment as a peace officer with the City beginning on the date the employee becomes AZPOST certified or the date of hire for those officers already certified by AZPOST. Those officers having the same certification date will be ranked by serial number.

   1. The seniority list will be maintained and furnished by the Department to the Association for posting on the Association's bulletin board thirty (30) calendar days prior to the beginning of the shift bid process. The list will provide the names, job titles, and seniority ranking as established by this Article of all employees in the Department.

   2. If a member leaves employment with the City of Peoria and is then rehired by the City of Peoria as a Police Officer, they will retain their initial seniority (as defined by MOU) as long as they are rehired within one year and one day of their initial end of employment.

   3. If a member leaves employment as a PPOA member but remains a City employee and subsequently returns to a PPOA position, they will retain any previous seniority earned with PPOA. They will not be given credit for time spent in non-PPOA positions for purposes of seniority.

   4. If a PPOA member is promoted and subsequently resigns from or is demoted from that assignment within twelve (12) months, all accrued seniority during the probationary period shall be maintained upon return to PPOA.

B. Seniority will be given due consideration in the selection of shifts and days off, provided the employee is otherwise qualified. Regardless of seniority, the Department reserves the right to place those employees whose performance standards need improvement on specific shifts and/or days off.

C. Seniority will be given due consideration in the selection of vacation and holidays after the shift bidding is completed and during the Department's designated two-week submission period. The vacation sign-up will be completed prior to the shift change.

Article 18: Random Drug Screen

The Peoria Police Department and Peoria Police Officers Association agree that Article 18 Random Drug Screening will be in accordance with Department Policy 1012.

Article 19: Grievance Procedure

A. The City and Association agree to use one grievance procedure for issues contained in this MOU.

B. Definition of Grievance

1. A "grievance" is a written allegation by an employee, submitted on the approved grievance form in a timely manner in accordance with this provision, alleging specific violations of the terms of this Memorandum which are alleged to be violated and the specific remedy requested. Failure to identify the specific provisions of the Memorandum and the specific remedy will automatically terminate the grievance.

2. A "Unit" grievance is a written allegation by the Association, submitted as herein specified, charging violation(s) of the specific express terms of the Memorandum that involve the entire unit and not merely the complaints of one or more employees and not of an operational nature and not merely a specific application of this Memorandum to one or more employees.

C. Informal Resolution

1. It is the responsibility of employee~~s~~ who believe that they have a bona fide complaint concerning violations of this MOU to promptly inform and discuss it with their Supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level. If such informal discussion does not resolve the problem to the employee's satisfaction, and if the complaint constitutes a grievance as herein defined, the employee may file a formal grievance in accordance with the following procedure. Employees may not use more than two (2) hours of duty time to prepare the formal grievance. Failure to complete and file a grievance within the specified time frame will automatically terminate the complaint. The employee is required to pursue the informal resolution process within 14 calendar days of the event or time of discovery.

2. Prior to the employee submitting a formal grievance, the PPOA Grievance Committee will review the grievance in order to determine whether the issue is grievable. The PPOA President or designee will meet with the Chief, or designee, to see if the issue can be resolved. The purpose of this step is to reduce the number of grievances being filed.

D. Formal Grievance Procedure

1. Step 1

The employee will reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by the City and submit it to his/her immediate supervisor as designated by the City within fourteen (14) calendar days of the informal resolution meeting. This time frame may be extended if both parties agree and are working toward a resolution. Either party may then request that a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. The Chief will have fourteen (14) calendar days to respond in writing or to forward to the next step.

2. Step 2

If the response to the first level of review does not result in the resolution of the grievance, the grievant or his/her representative may submit the grievance to a Labor/Management Committee for review and recommendation within fourteen (14) calendar days of the receipt of the step one response. The Committee will consist of up to two (2) representatives of the Association who were on the negotiating committee and up to two (2) representatives of the City Manager who were on the negotiating committee. Within fourteen (14) calendar days of having received the appeal, the Labor/Management Committee will meet to review the grievance unless the date is mutually extended. Within fourteen (14) calendar days from the date of the committee meeting, the Labor/ Management representatives will submit a recommended disposition of the matter to the City Manager.

3. Step 3

If the response of the second level of review does not result in a resolution of the grievance, the grievant and the Association may jointly invoke the Step 3 procedure to request arbitration by filing an appeal within fourteen (14) calendar days of receipt of the recommendation. Nothing precludes the City and the Association from mutually agreeing to combine more than one grievance into the same arbitration if they determine that multiple requests for arbitration fall under the same issue. Department management and the grievant, or their designated representative, will agree on an arbitrator. If they are unable to agree on an arbitrator within fourteen (14) calendar days (excluding City holidays), either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties will, within fourteen (14) calendar days (excluding City holidays) of the receipt of said list, select the

arbitrator by alternately striking names from said list until one name remains. Such person will then become the arbitrator. The arbitrator so selected will hold a hearing as expeditiously as possible at a time and place convenient to all parties and will be bound by the following:

a. The arbitrator will neither add to, detract from, nor modify the language of the MOU or of Department rules and regulations in considering any issue properly brought to them.

b. The arbitrator will expressly confine themselves to the precise issues submitted to them and will have no authority to consider any other issue not so submitted to them.

c. The arbitrator will be bound by applicable State and City law.

d. The arbitrator will, within thirty (30) days from the close of the arbitration hearing, submit a recommendation to both parties.

e. The costs of the arbitrator and any other mutually incurred costs will be borne equally by the parties.

4. Step 4

a. If the arbitrator's recommendation does not result in the resolution of the grievance, either party may submit the grievance to the City Manager or designee within fourteen (14) calendar days of receipt of the arbitrator's recommendation.

b. The City Manager or designee may accept, modify, or reject the arbitrator's recommendation. The City Manager or designee will submit their decision in writing to the grievant and the designated representative within twenty-one (21) calendar days of receipt of the appeal. The City Manager's or designee's decision is the final step in the Agreement appeal process.

c. Failure of Departmental representatives to comply with time limits specified in Step 1 and Step 2 will entitle the grievant to appeal to the next level of review, and failure of the grievant to comply with said time limits in this procedure will constitute abandonment of the grievance. The parties may extend time limits by mutual written agreement in advance.

Article 20: Labor/Management Committee

A. The Association and the City recognize the value and mutual benefit of maintaining an open and positive relationship and to provide for an orderly and positive means of resolving misunderstandings or differences which may arise. The parties further recognize the value of working cooperatively and in partnership to improve communication, identify problems, respond to rumors, develop and recommend solutions to problems, and jointly resolve matters of mutual concern.

B. The parties agree to participate in labor-management committees designed to facilitate improved relations by providing a forum for the free and open discussion of ideas and concerns and to attempt to resolve problems brought forward by either party.

   1. Representatives serving on the committees will not lose pay or benefit for attending the meeting during their duty time.

   2. The parties agree that subjects and issues submitted to and accepted for review by the committees will not substitute for the resolution of disputes or issues under established grievance procedures, nor will administrative investigations or will committees make decisions on matters that require changes to the existing Agreement.

C. The *Labor/Management Executive Commit*tee will consist of five (5) representatives selected by the PPOA and five (5) representatives selected by the Police Chief.

   1. The purpose of this committee is to act as the coordinator for Department labor-management efforts. The Committee will review and make decisions on recommendations and unresolved matters brought forward by the Department's Labor/ Management Operations and Communications Committee.

   2. The Police Chief and the PPOA President will serve as Co-Chairs.

   3. The Committee Co-Chairs will jointly develop an agenda, which will be provided to all Committee members in advance of the meeting.

   4. The Committee will meet quarterly or at other mutually scheduled times.

D. The *Operations and Communications Committee* will consist of six (6) members

representing management and six (6) members representing the PPOA. The parties agree that the operations committee is benefited by a broad base of participants. To that end, the PPOA President, and the Police Chief, or their designees, will appoint members so that the Labor-Management Executive Committee is not duplicated.

1. The Operations and Communications Committee is established as a sub-committee of the Labor-Management Executive Committee.

2. In addition to Committee members, the Executive Committee, the Police Chief and the PPOA President may refer items directly to the Operations and Communications Committee for problem solving.

3. The Committee will act as a forum for a free exchange of ideas, concerns, and viewpoints. The purpose of the Committee is to improve working relations by sharing information, responding to rumors, identifying problems, and developing recommended solutions.

4. The Committee will not make policy or act as the final authority on matters brought to it for consideration. The Committee will forward recommendations to the Labor-Management Executive Committee or the Police Chief for review and approval as appropriate.

5. The designated Deputy Police Chief and the PPOA Executive Committee member will act as Committee Co-Chairs and will jointly establish the monthly agenda, which will be shared with all Committee members prior to the meetings.

6. The Operations and Communication Committee will meet monthly or at other mutually agreed upon times.

E. Representatives of the Association who are serving on the Committee will not lose pay or benefits for attending the meeting during their duty time.

F. Parties mutually agree that subjects and issues submitted to and accepted for review by the Committee will not substitute for the resolution of disputes or issues under established Grievance Procedures or Administrative Investigations, nor will the Committee make decisions on matters that require changes to the existing Agreement.

G. The Committee will coordinate Department labor/management efforts.

Article 21: Prohibition of Strikes and Lockouts

A. The Association and the employees covered by this Memorandum recognize and agree that rendering of Police services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety, and welfare of the citizens of the City.

B. The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum of Understanding, neither the City nor its agents will, for any reason, authorize, institute, aid, or promote any lockout of employees covered by this Memorandum.

C. Should any employee during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section A of this Article, the City Manager or his/her designee will immediately notify the Association that a prohibited action is in progress.

D. The Association will forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action and will notify in writing all Association members and representatives of their obligation and responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification will be delivered to the office of the City Manager. In addition, the Association will order all employees violating this Article to immediately return to work and cease the strike or prohibited activity. Such order will be delivered both orally and in writing to all employees violating this Article, with copies of the written order to be delivered to the office of the City Manager.

E. Penalties or sanctions the City may assess against employees who violate this Article will include, but not be limited to:

    1. Discipline up to and including discharge.

    2. Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.

F. Should the Association, during the terms of this Memorandum and until such time that it is expressly and legally rescinded, breach its own obligations under this Article, it is agreed that all penalties set forth in Ordinance #88-13 and Peoria City Code Chapter 6 will be imposed on the Association, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.

G. Nothing contained herein will preclude the City or the Association from obtaining judicial restraint or from seeking damage from each other in the event of a violation of this Article.

H. There will be no lockout by the City unless required to protect and preserve the public peace, health, or safety of the City and its residents or required by the City to enforce any violation of Ordinance #88-13, Peoria City Code Chapter 6, or any applicable laws.

Article 22: Fiscal Crisis

A. The parties to this MOU acknowledge that in the event of a fiscal crisis, the City may request the Association to modify this MOU for the purpose of including alternatives to temporary reductions in force or the permanent elimination of positions in City employment.

B. The term “fiscal crisis” will mean an event followed by a declaration of emergency by the City and may include loss of state revenues, reduction in City sales tax revenues, or an emergency increase in expenditures not included in the regular City budget.

C. The City will provide the Association with a request to reopen the MOU specifying the specific actions requested. The Association will have fourteen (14) calendar days to accept or reject the request. If the employee organization accepts the request, the process will be in a manner as close as practicable to the Meet and Confer process. If the Association rejects the request, the City may take any actions legally permitted under state law, the City charter, code, and/or ordinances.

Article 23: Saving Clause

A. If any article or section of this MOU should be held invalid by operation of laws or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of the MOU will not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them will meet and confer to endeavor to agree on a substitute provision, or that such a substitute provision is not indicated.

B. It is recognized by the parties that the provisions of the Fair Labor Standards Act (FLSA) are currently applicable to certain of the wage and premium pay provisions of this MOU, and this MOU will be administered in compliance with the FLSA for so long as the Act is applicable.

C. It is understood by the parties that the benefits provided by this MOU in Articles pertaining to Association Rights, Grievance Procedures, and activities constituting Labor-Management joint endeavors conducted under this MOU will not be interpreted as requiring the employer to count as hours worked, and any hours or fractions thereof spent outside the employee's work shift in pursuit of such benefits. The employer will count as hours worked and time spent within the employee's regular work shift in pursuit of such benefits.

Article 24: Term and Effect

A. This MOU will remain in full force and effect, commencing on July 1, 2024, and terminating on June 30, 2026.

B. The City will not be required to meet and confer concerning any other matters, covered or not covered herein, during the term of this MOU.

C. This MOU constitutes the total and entire agreements between the parties, and no verbal statement or prior written agreements will supersede any of its provisions.

Article 25: Copies of Memorandum

Within sixty (60) calendar days of the date that this MOU is adopted by the City Council, the City will post a jointly approved MOU document on CityNet. Prior to the final posting, a proof will be reviewed by the joint negotiating team.

Signatures

IN WITNESS WHEREOF, the parties have set their hand this ___ day of _____, 2023.

CITY OF PEORIA

By:

_____
Henry Darwin, City Manager

_____
Christine Nickel
Human Resources Director

_____
Breanne Nelson
Lead Negotiator

_____
Theresa Brenholt
Negotiation Team Member

_____
Kari Bramini
Negotiation Team Member

PEORIA POLICE OFFICERS' ASSOCIATION

By:

_____
Norm Bacon, Officer
President & Lead Negotiator, PPOA

_____
Juan Luera-Harris, Detective
Sergeant at Arms, PPOA

_____
Michael Finney, Detective
Negotiation Team Member

_____
Mike Griffin, Detective
Negotiation Team Member

_____
Kevin Vanderwood, Detective
Negotiation Team Member

ATTEST:

_____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

_____
Emily Jurmu, City Attorney

Attachment A – Wage Table

Job Code	Description	Plan	Step	FY25 Base Rate	FY26 Base Rate
P00001	Police Officer	PPO	1	$32.6689	$33.9757
P00001	Police Officer	PPO	2	$34.3023	$35.6744
P00001	Police Officer	PPO	3	$36.0176	$37.4583
P00001	Police Officer	PPO	4	$37.8181	$39.3308
P00001	Police Officer	PPO	5	$39.7094	$41.2978
P00001	Police Officer	PPO	6	$41.6946	$43.3624
P00001	Police Officer	PPO	7	$43.7796	$45.5308
P00001	Police Officer	PPO	8	$45.9608	$47.7992