

# Memorandum of Understanding

July 1, 2025 - June 30, 2026

City of Peoria  
&  
City of Peoria Police Supervisors' Association



This Memorandum of Understanding is made and entered into between the City of Peoria, Arizona, hereinafter referred to as "City", and the City of Peoria Police Supervisors' Association hereinafter, referred to as "Association", under the authority of the City of Peoria Ordinance No. 2010-05, Resolution 2010-07, and City Code Chapter 6.

## TABLE OF CONTENTS

### Table of Contents

<u>Preamble .....</u>	<u>1</u>
<u>Article 1: Definition of Terms .....</u>	<u>2</u>
<u>Article 2: Rights of the Parties .....</u>	<u>3</u>
<u>Article 3: Wages.....</u>	<u>7</u>
<u>Article 4: Holiday Benefits .....</u>	<u>12</u>
<u>Article 5: Uniform Allowance .....</u>	<u>14</u>
<u>Article 6: Hours of Work .....</u>	<u>15</u>
<u>Article 7: Overtime .....</u>	<u>18</u>
<u>Article 8: Compensatory Time.....</u>	<u>19</u>
<u>Article 9: Leave .....</u>	<u>20</u>
<u>Article 10: Health and Dental Insurance .....</u>	<u>24</u>
<u>Article 11: Life Insurance and Death Benefit .....</u>	<u>25</u>
<u>Article 12: Limited Duty Assignments.....</u>	<u>26</u>
<u>Article 13: Callbacks/Callouts/Standby Pay and Court Appearances .....</u>	<u>27</u>
<u>Article 14: Retirement Benefits.....</u>	<u>29</u>
<u>Article 15: Administrative Investigation &amp; Discipline .....</u>	<u>31</u>
<u>Article 16: Probationary Period .....</u>	<u>33</u>
<u>Article 17: Random Drug Screen .....</u>	<u>34</u>
<u>Article 18: Grievance Procedure .....</u>	<u>35</u>
<u>Article 19: Labor/Management Committee .....</u>	<u>39</u>
<u>Article 20: Prohibition of Strikes and Lockouts .....</u>	<u>40</u>
<u>Article 21: Fiscal Crisis.....</u>	<u>41</u>
<u>Article 22: Demotion/Recall.....</u>	<u>42</u>
<u>Article 23: Saving Clause .....</u>	<u>43</u>
<u>Article 24: Term and Effect .....</u>	<u>44</u>

## Preamble

We, as an Association, understand that we hold a unique and valuable role as supervisors, mentors, and leaders within the organization. We serve a pivotal role in the organization and to the mission of the department. Our members will provide, individually and collectively, loyal and efficient work and service. We will use our influence and best efforts to protect the property of the City, its service to the public and we will cooperate in promoting and advancing the welfare of the City.

This agreement is entered into between the City of Peoria and the City of Peoria Police Supervisors (COPPS). 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 a spirit of peace and cooperation be maintained.

The City and COPPS, 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: Definition of Terms

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

In addition, the term employee, either in the singular or plural form, will mean employees of the City of Peoria that are specifically covered by the MOU.

**City** - The governing body of the City of Peoria as defined by City Ordinance, to act on behalf of the City of Peoria and the citizens therein with matters concerning wages, hours, and work conditions.

**Association** - The City of Peoria Police Supervisors' (COPPS) Association. The association identified by City Ordinance 2010-05, Resolution 2010-07, and Peoria City Code Chapter 6 to act on behalf of all Police Sergeants employed by the City of Peoria, as the representative to meet and confer in matters concerning wages, hours, and work conditions.

**Seniority**- Seniority is defined as length of continuous employment in the position of Sergeant with the City of Peoria. Two or more employees with the same promotion date will be determined by test ranking.

## Article 2: Rights of the Parties

### 1. Rights/Responsibilities of the Association

- a. The Association, as the authorized representative, has the exclusive right to serve as the meet-and-confer representative of all employees in the Association as determined by the Peoria City Council in City Ordinance 2010-05, Resolution 2010-07, and Peoria City Code Chapter 6.
  - i. The Association may designate representatives as follows:
    1. Five (5) Executive Board members
    2. Four (4) Representatives
    3. No more than two (2) of the four (4) total representatives will be assigned to the same patrol shift. The Association will notify the Police Chief 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.
  - ii. The Association representative may request to use their own time (sick leave usage is not allowed) to meet with the involved employee and will coordinate with the immediate manager(s) to be absent from their duties to attend grievance meetings. This request will not be unreasonably denied, while giving proper consideration to essential work of the Department and the occupational safety of the work unit.
  - iii. The City will furnish to the Association on request, at actual cost, a listing of Association's members on City payroll deduction in July and January during the term of this agreement, indicating name, mailing address and job assignment. The Association agrees to use this list solely for the purpose of communicating with employees and will not share this information with other individuals or organizations.
  - iv. The City will deduct bi-weekly, 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 employee, 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 the term of this Memorandum at cost for implementing such change. Requests for changes in the deduction amount will include the employee's 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.

- v. The City agrees that employees and necessary representatives of the Association shall have reasonable access to the premises of the employer during working hours, with advance notice to the appropriate employer representative. Such visitations shall be for the reasons of the administration of this agreement, disseminating information, or providing information to newly promoted employees. The Association agrees that such activities shall not interfere with the normal work duties of employees and will be conducted on the employee's own time (sick leave usage is not authorized).
- vi. The City will provide the Association, 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 benefit data, and survey information. Such requests will be made through the Human Resources Director or designee. Any usual costs incurred by the City in connection with this Section will be borne by the Association. Further, the Association may designate 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 during regular City business hours.
- vii. The Association shall designate a representative, during normal business hours, to respond to planned and unplanned communications with the Police Chief, their designees, or City management staff, including Human Resources.
- viii. 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.

## 2. Rights of Management

- a. 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 work force performing those services. Determine the basis for selection, retention, and promotion of employees for occupations or job descriptions within the bargaining unit established in this agreement.
- b. The City Manager and the Police Chief have exclusive decision-making authority on matters not expressly modified by specific provisions of this Memorandum. Such decision-making will not in any way, directly or indirectly, be subject to the grievance procedure contained herein.
- c. The exclusive rights of the City will include, but not be limited to:
  - i. The right to determine the organization of City government and the purpose and mission of its constituent agencies.

- ii. To set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations.
- iii. To establish and effect administrative regulations and employment rules consistent with law and specific provisions of this Memorandum.
- iv. To direct its employees, to take disciplinary action for just cause (as defined in this MOU).
- v. To relieve its employees from duty because of lack of work or other legitimate reasons.
- vi. To determine the methods, means, and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interests of efficient service to the community.
- vii. To adopt and manage its budget, provide for the funding of certain levels of service, to add, delete, modify, or suspend programs, functions, divisions, and departments as the City Council, in the exercise of its legislative authority to create and manage the City's budget, determined to be necessary and appropriate.

- 1. Nothing herein will be construed to diminish the rights of the City under Ordinance 2010-05 and Peoria City Code Chapter 6.

- d. To adopt and to manage its budget, provide for the funding of certain levels of service, to add, delete, modify, or suspend certain programs, functions, divisions, and departments as the City Council in the exercise of its legislative authority to create and manage the City's budget determined to be necessary and appropriate.

### 3. Rights of the Employee

- a. All employees will have the right to have the Association serve as their "Meet-and-Confer" representative, as set forth in Ordinance 2010-05, Resolution 2010-07, and Peoria City Code Chapter 6, without discrimination based on membership or non-membership in the Association.
- b. Employees will have the right to be represented by the Association in dealings with the City concerning grievances, as defined in this MOU.
- c. Employees will have the right to present their own grievance, in person, alleging violations of the specific terms of this agreement, with or without representation. No solution will be reached with any employee who conflicts with the purpose and intent of the negotiated terms of the agreement.
- d. An employee may review their file at any time, in addition, may request in writing that a representative may be permitted to examine his/her Employee Human Resources Personnel File and the Department's Employee Performance Tracking System.

- e. No employee will have any adverse comments entered into his/her Employee Human Resources Personnel File and the Department's Employee Performance Tracking System without being informed by a supervisor. If the employee requests, he/she may receive a copy of the adverse comment.
- f. Employees may, at their discretion, attach a statement of rebuttal, within sixty (60) calendar days, to any material contained in their Employee Human Resources Personnel File and the Department's Employee Performance Tracking System, which may be adverse in nature.

## Article 3: Wages

1. The following pay schedule will be the pay schedule in effect (first pay period to include July 1, 2025, 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. Step 1 of the Sergeant's pay scale will be at least 7.75% greater than the top step of the PPOA wage scale.

- a. The annual step system for employees shall be as follows:

Step Intervals	Step Number	Percentage Between Steps
Promotion	1	7.75%
1 Year	2	5%
1 Year	3	5%
1 Year	4	5%
1 Year	5	5%
1 Year		1 week salary or equivalent vacation hours

2. Premium Payments

- a. Leadership Pay - This pay is reserved for sergeants who are officially acting as the training sergeant for a new Sergeant in Training (SIT) or actively Working Out of Class (WOOC) as a lieutenant. Qualified sergeants performing one of these duties will receive their regular hourly rate, plus an additional five percent (5%) of their hourly base pay for time worked in this capacity. This pay will only be applied for the hours during which one of these tasks is being performed.
  - b. Employees assigned to the Special Assignment Unit (SAU) will receive one dollar (\$1.00) per hour or equal to any subordinate rank (whichever is greater).
  - c. Specialty Pay - Employees assigned to a duty assignment where, the mere assignment requires reasonable availability outside of their assigned duty days, shall receive their regular rate of pay, plus an additional amount of specialty pay at one dollar and fifteen cents (\$1.15) per hour. The following listed positions are eligible: CIS Sergeants, SES Sergeants, SAU Sergeant, Professional Standards Unit Sergeant, and any other position deemed appropriate by the Police Chief.
  - d. Shift Differential - Employees will receive shift differential pay in addition to their normal rate of pay, equivalent to a rate of seventy-five cents (\$0.75) per hour for shift II and seventy-five cents (\$0.75) per hour for shift III, or equal to any subordinate ranks, working like hours, whichever is greater, for those who qualify for shift differential pay. Qualifying shifts and hours are as follows:
    - i. Employees assigned to Shift II, or whose normal scheduled duty shift begins on or after 1200 hours and prior to 1800 hours.

- ii. Employees assigned to Shift III, or whose normal scheduled duty shift begins on or after 1800 hours and prior to 2400 hours.
  - iii. Employees who are eligible for premium payments and/or shift differential 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 premium nor differential may be duplicated, and employees may not be compensated in multiple, cumulative methods for the same premium or differential.
- 3. Step Increase - Employees will be eligible for a one-step increase to become effective, according to the Personnel Administrative Regulations, provided the performance rating is satisfactory.
  - a. Employees who have reached the maximum salary step will not be eligible for additional step increases. Nothing in this agreement will create eligibility or entitlement to a step increase greater than one step at any point in time.
  - b. An employee who is on promotional probation or who receives an unsatisfactory rating 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:
    - i. 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
    - ii. The overall rating of the mid-year performance appraisal is satisfactory (full performance of all job requirements).
- 4. Deferred Compensation - Sergeant's 401a Plan: The Employee will contribute three percent (3%) of their salary per pay period into the Sergeant's 401a Plan.
  - a. 401a Contribution
    - i. Beginning FY26, the City will contribute sixty dollars (\$60) per pay period to the employee's 401a Plan, so long as the employee has contributed the required three percent (3%) salary amount, equal to or greater than sixty dollars (\$60). The employee match must be in total, no partial contributions shall be eligible for matching.
  - b. 401a Lump Sum Contribution
    - i. For the duration of this MOU only, the City shall make a lump sum contribution payment of five thousand dollars (\$5000) into the employee's 401a account on the pay period to include July 1, 2025, subject to 401a plan caps.

## 5. Professional Development Training Program

- a. Each employee will be allocated one thousand dollars (\$1,000) over the life of this MOU to be used toward training, travel, and lodging for public safety or leadership related training outside the scope of their regularly assigned duties. Any funds an individual member did not use in the previous MOU shall be carried over, in addition to this amount, for that member. Any costs above one thousand dollars (\$1,000) will be the responsibility of the employee. The City recognizes it has an obligation to provide training related to the employee's assignment and recognizes this Professional Development Program is considered sole and separate from the regular training budget. This Professional Development Program is intended for training outside the Sergeant's area of responsibility and is intended to expand the Sergeant's knowledge in other areas of interest.
- b. The guidelines of this program are as follows:
  - i. Training will be used for individual interests for career development. The training can consist of technical or promotional topics, inside the police or leadership genre, as selected by the COPPS Association member and approved by the Chief of Police.
  - ii. Each Association member can attend training classes under this program, up to the maximum allotment per member.
  - iii. All additional costs incurred over the maximum allotment per member will be the responsibility of the Association member.
  - iv. Travel time / per diem will be calculated per the City of Peoria Policy.
  - v. The Association member will present the training request to their respective lieutenant at least thirty (30) days before the training.
  - vi. Attended training will be considered on duty time.
  - vii. No overtime will be incurred by the Association member due to the requested training.
  - viii. Unit staffing should not be the sole reason for denial of the requested training. It is understood that exceptional incidents could occur in which staffing would be a primary factor for a possible denial of the training request.
  - ix. All training requests, under the Professional Development Program, will be submitted through the chain of command with recommendations to the Chief of Police, who will make the final decision on approval.
  - x. Should the training be denied, the City will provide the training request, with the chain of command recommendation, to the COPPS President for review.

- xi. The COPPS President may request a meeting with the Chief of Police to discuss and clarify any reasons for the denial of the training on the member's behalf.

6. Retention Payment

- a. Each employee will receive a one-time direct payment of two thousand five hundred dollars (\$2,500), payable on the pay period to include July 1, 2025.

7. Communications Pay

a. Spanish

- i. 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 receive additional compensation (based on qualified skill level) according to the listed chart or equal to any subordinate rank (whichever is greater) per pay period.

- 1. Level 1 - Basic Skills: \$30.00
- 2. Level II - Intermediate Skills: \$100.00
- 3. Level III - Advanced Skills: \$150.00

- 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.

b. American Sign Language

- i. Employees who have demonstrated competency in American Sign Language (ASL), as determined by the City through its designated testing process and who interpret American Sign Language (ASL) in the course of performing their duties, will receive one-hundred dollars (\$100.00) per pay period or equal to any subordinate rank (whichever is greater).

c. Retesting

- i. Employees who are eligible to receive communications pay will be retested every two (2) calendar years to re-establish proficiency. Once the employee reestablishes proficiency, the communications pay will continue at the appropriate qualification level.
- ii. The City will provide a minimum of sixty (60) days' notice to any eligible employee prior to retesting, to establish continued eligibility to receive communications pay.

- iii. The City will establish a committee responsible for developing or evaluating the tests to be used for determining language proficiency. A representative(s) of COPPS will be designated to be included as a member of this committee.

## Article 4: Holiday Benefits

1. The City agrees to the following Holiday Schedule:

- a. 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	November	10
Day after Thanksgiving	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

- b. If the employee is not active (in pay status) at least one (1) full day during the month of the accrual, zero (0) hours will be placed in the employee’s accrual balance.
- c. New and promoted employees will receive accruals for any actual holiday the employee was hired prior to (this is based upon actual holiday and not City observed holiday). New or promoted employees will not receive any prorated floating hours, unless the promotion was from Police Officer to Police Sergeant. Promoted employees may transfer up to ten (10) Floating Holiday hours from previous Holiday Bank hours.

2. Using Holiday Bank Hours as Paid Time Off

- a. 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.

- b. Holiday Bank Hours being used as paid time off may be used in 15-minute increments.
  - c. All Holiday Bank Hours used as paid time off will count as hours worked.
  - d. 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.
3. Using Holiday Bank Hours as Additional Pay
- a. When using Holiday Bank Hours, as additional paid time, hours must be entered as Holiday Payout (name of pay code could change once process is live).
  - b. Holiday Payout can be added to any day of the calendar year.
  - c. 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.
4. All Holiday Bank Hours accrued must be used by the end of the calendar year.
- a. Any hours remaining after December 31st will be paid out.
  - b. The payout will not occur until the paycheck after the December 31st pay period check.
    - i. Example: The 12/31/2021 pay period end date is 1/7/2022.  
The check following 1/7/2022 pay period will be 1/27/2022.  
All Holiday Bank Hours remaining, from previous year will be paid on the 1/27/2022 paycheck.
5. All hours remaining, after employee termination, will be paid out.
- a. 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 one and one-half (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

1. The City agrees to provide each employee one thousand five hundred dollars (\$1,500) per fiscal year to facilitate the purchase and cleaning of approved uniforms and equipment.
  - a. One half of this allowance, seven hundred and fifty dollars (\$750), will be paid on the pay period which includes August 1, and one half of this allowance, seven hundred and fifty dollars (\$750), will be paid on the pay period which includes February 1.
  - b. For this MOU only, an additional one-time allowance will be provided in the amount of two hundred and fifty dollars (\$250) on the pay period which includes August 1, and an additional one-time allowance will be provided in the amount of two hundred and fifty dollars (\$250) on the pay period which includes February 1.
  - c. Newly promoted sergeants will receive a four hundred fifty-dollar (\$450) uniform allowance payment at the time of promotion to facilitate the purchase and tailoring of uniforms and equipment.
2. In consideration of the allowance (or line of credit) provided, all employees will provide and maintain their own uniform in accordance with the City specification and the Department Policy. Employees not required to wear uniforms will wear clothing in conformity with City requirements and Department Policy.
3. The City agrees to issue each Sergeant assigned to the Special Assignment Unit (SAU) required clothing and safety equipment in accordance with the departmental policy and procedure.
4. The City agrees to issue each Sergeant assigned to the motorcycle unit with required clothing and safety equipment in accordance with departmental policy and procedure.
5. The City agrees to issue each Sergeant assigned to the bicycle patrol with required clothing and safety equipment in accordance with departmental policy and procedure.
6. For each Sergeant assigned to the Specialty unit requiring clothing or equipment outside the standards required for Patrol, the City agrees to provide for replacement of specialized clothing or equipment which have become excessively worn or damaged (not caused by neglect), in accordance with department policy and procedure or upon the review and approval of a Lieutenant.
7. The City agrees to issue body armor, safety equipment, duty handgun, and gun belt with appropriate cases, pouches, and holsters to all employees in accordance with City specifications and Department Policy.

## Article 6: Hours of Work

1. The daily work hours and weekly shift schedules of employees will be determined by the Police Chief and will comprise of forty (40) hours within a seven (7) day work week. This will not be a guarantee of any minimum number of hours. 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. Duty hours of employees may consist of five/eight (5/8) hour shifts, four/ten (4/10) hour shifts or other options greater than four/ten (4/10) hour shifts per week, to equal 80 hours in a pay period. Should the Department discontinue four/tens (4/10's) on an employee-wide basis, the Association and the affected employees will be given thirty (30) calendar days written notice prior to taking such action and after the Department has demonstrated to the Association a bona fide need to eliminate four/tens (4/10's) on an employee-wide basis. New schedules may be mutually agreed upon by the Association and the City during the term of this MOU.
3. Employees identified as having a non-compensated lunch will have their lunch period scheduled within their shift.
4. 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 forty (40) hours worked as defined in Article 6: Hours of Work, Section 8 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.
5. During scheduled shift rotation there will be a minimum of fifteen (15) hours off between shifts (thirteen hours for employees working a four/ten (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 described fifteen (15) hour period (thirteen-hour period for employees working a four/ten (4/10) schedule).
6. Canine Program: Employees assigned as canine handlers will be authorized four (4) work hours each week to provide routine care and grooming of the canine at the employee'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. Employees will not record such hours at times when the canine is kenneled, or the assigned employee is otherwise not directly providing the care for the canine. Employees assigned to this program will report use of these hours to the manager,

7. Motorcycle Program: Employees assigned to motorcycle enforcement will be authorized two (2) work hours each week to provide general maintenance and cleaning of the motorcycle at the employee'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. Employees will not record such hours at times when the assigned employee is on vacation, sick, or other approved leave, or otherwise not riding the motorcycle as a normal function of the employee's duties. Employees assigned to this program will report use of these hours to the manager.
8. Change in Shift Assignment
  - a. The Police Chief has the discretion to make changes in shifts, days off, or job assignments. These re-assignments will not be for arbitrary reasons.
  - b. 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.
  - c. When a Patrol Services Bureau shift assignment becomes available more than one hundred twenty (120) days prior to the scheduled shift change, that one shift assignment may be filled based on seniority. If possible, at least seven (7) days' notice of the vacancy shall be provided.
  - d. The City recognizes the need to fill positions designated for Police Sergeants with employees in that rank. On occasion, it may be necessary to temporarily cover a Police Sergeant position with a Working Out of Class (WOOC) officer; however, when full shift of overtime coverage is needed, preference will be given to the Sergeants when there is more than forty-eight (48) hours' notice of the vacancy. The Association acknowledges the City's right to fill a Sergeant position on a temporary basis, and the City agrees, in such situations, to provide the Association notification and review every thirty (30) days.
9. 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.
  - a. Prior to shift change, the Department will post all positions and specialty assignments.
  - b. All eligible employees will submit a preference list for shifts and days off by seniority for their assignments at shift change.

- c. Shift bid will be conducted by seniority. Prior to shift bid, the City will articulate placement positions. Placements will not be for arbitrary reasons and will be articulated and discussed with the Association president (or designee) and the Police Chief (or designee) at least one (1) month prior to the finalization of the schedule. The City agrees that new assignments will be posted no later than two months (60 days) prior to the shift change.
10. Employees will be permitted to trade workdays 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 effected day is met. The ability to exchange workdays 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) days of the work exchange. See Article 4.5 (Holiday Benefits) referencing eligibility for payment of premium pay in the event of a shift trade.

## Article 7: Overtime

1. Overtime will be worked and will be allowed if assigned by the Police Chief or their 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.
  - a. In lieu of overtime pay, employees may accrue compensatory time at the rate of time and one-half.
2. Seniority, as defined in this MOU, will generally be used as the primary factor in determining the assignment of overtime work.
  - a. 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.
  - b. Employees eligible for voluntary overtime will have completed supervisory training.
  - c. 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.
3. Vacation, compensatory time, personal leave, holiday leave bank, physical fitness leave, industrial, bereavement, holiday bank used as paid leave (as per Article 4.2.c.), and sick leave shall be considered as hours worked for the purposes of calculating weekly overtime. In addition, the City may deem other types of leave as hours worked.

## Article 8: Compensatory Time

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 operational overtime worked and for overtime earned for court appearances. Overtime for special events, emergencies, or for grant funded activities will be directly paid and will not be authorized as accrued compensatory time.

1. 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 one hundred (100) 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 forty (240) hours per fiscal year.
2. 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.
  - a. 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.
  - b. The use of compensatory time off will be authorized to the first employee making a request. In the event two or more employees request compensatory time off at the same time, seniority, as defined in this MOU, will prevail.
  - c. Compensatory time off will be counted as hours worked for credit towards overtime calculation.

## Article 9: Leave

### 1. Vacation Leave

- a. All full-time employees, with the exception of laterally hired employees, will begin accruing vacation with the first day of each "Year of Employment" listed below, so that by the end of each year the employee would have earned the number of hours listed in the "Hours Accrued Per Year" column.

<b>Years of Employment</b>	<b>Hours Accrued Per Year</b>
<b>0 – 2.99</b>	100 Hours (10 days)
<b>3 – 4.99</b>	110 Hours (11 days)
<b>5 – 9.99</b>	130 Hours (13 days)
<b>10 – 14.99</b>	150 Hours (15 days)
<b>15 – 18.99</b>	170 Hours (17 days)
<b>19+</b>	200 Hours (20 days)

- b. Employees will be allowed to accrue vacation leave up to three hundred sixty (360) hours as of December 31 of each year. All vacation time above the maximum limits, as of December 31, will be forfeited with the exception of up to forty (40) hours which will be automatically paid at the employee's current rate of pay in January.
- c. Employees may request payment for vacation hours in excess of one hundred forty (140) hours. A maximum of sixty (60) hours will be paid in any fiscal year, exclusive of the amount described in paragraph (b.) above. Requests for payment shall not reduce the accrued balance below one hundred forty (140) hours. Requested payments shall be made in June and December based on accrued balances at the end of May and November.
- d. When an employee is temporarily recalled to duty while on an authorized vacation by order of the Police Chief or their designee, he/she will be reimbursed for necessary and provable transportation expenses, as determined by the Police Chief.
- e. Laterally hired employees, who are fully qualified, will be hired in with an 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 has a current AZPOST certification or who is eligible to take, and who passes, the AZPOST certification waiver, thereby having no need to attend the police academy before being assigned as a City of Peoria Sergeant. For the purposes of this article, "years of creditable service" is defined as years of full-time service as a peace officer and includes "years of creditable service" at the City of Peoria.

2. Sick Leave

- a. A full-time employee will be entitled to paid sick leave. Employees will accrue sick leave at the rate of 3.70 hours each complete pay period.
- b. In lieu of sick leave donations for Sergeants experiencing a serious health condition which involves incapacity or treatment in connection with such inpatient or outpatient care, the City agrees to provide short term disability insurance according to the City short term disability insurance policy.
- c. In the event of an employee's death while employed by the City, one hundred percent (100%) of the employee's accumulated sick leave will be paid to his/her designated beneficiary.
- d. Employees will be eligible to convert all accumulated sick leave to regular, straight-time pay upon separation in good standing with at least five (5) years of service and a minimum of two hundred (200) hours in accordance with the following schedule:

Accrual Hours	Payment Schedule
<b>1 to 499</b>	All accrued hours paid at 25%
<b>500 to 899</b>	All accrued hours paid at 50%
<b>900 and above</b>	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 401(a) Account, subject to plan caps, as provided under the provision of the agreement and City regulations.

- e. Employees will be eligible to convert all accumulated sick leave to regular, straight-time pay into the employee's 401(a) 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:

Accrual Hours	Payment Schedule
<b>1 to 499</b>	All accrued hours paid at 25%
<b>500 to 899</b>	All accrued hours paid at 50%
<b>900 and above</b>	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 401(a) Account, subject to plan caps, as provided under the provision of the agreement and City regulations.

- f. If during the life of this MOU, sick leave payout scales are made universal for all City employees, which are equal to or greater than the language as listed in this MOU, the payout percentages sections become void, and the PAR will prevail. However, payment allocation indicated within this section, will remain valid.

### 3. Personal Leave

- a. 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, this personal leave will be deducted in quarter- hour increments. Personal leave will be counted as hours worked for credit towards overtime calculation. Upon separation, personal leave balances will be paid out at one hundred percent (100%) of the employee's current rate of pay.

### 4. Industrial Leave

- a. 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.
- b. Industrial leave is not accrued but is available through the State Industrial Commission, in conjunction with State law and City policy.
- c. While on industrial leave, no sick leave, vacation leave, compensatory leave, or any other paid leave will be charged the employee.
- d. When the check from State Compensation is received, the employee will endorse the check back to the City.
- e. While on industrial leave, the employee will remain in full pay status, accumulating all benefits due him/her.

### 5. Bereavement Leave

- a. Full-time and regular part-time employees will be entitled to bereavement leave in the following manner:
  - i. Three (3) days for in-state services
  - ii. Five (5) days for out-of-state services
- b. Calculation of bereavement leave shall be based on the number of hours in the employee's regularly scheduled workday.
- c. Bereavement leave shall be allowed in the case of death of a relative. There shall be no accrual of bereavement leave. An employee will generally have thirty (30) days to use their leave time. Bereavement leave may be utilized up to ninety (90) days following the death of a relative on a case-by-case basis, with documentation.
- d. A relative is defined under this regulation as a spouse or domestic partner, parent, stepparent, parent-in-law, child, stepchild, son-in-law, daughter-in-law, sibling, stepsibling, 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.

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

6. Leave without Pay

- a. Leave of absence without pay may be granted to an employee, upon thirty (30) days written request for a period not to exceed sixty (60) calendar days, by the Chief and City Manager. Upon expiration of leave of absence without pay, the employee will return to work in the position held at the time that leave was granted. Failure, without good cause of the employee on leave, to report promptly when leave has expired will be considered as a resignation.
- b. While an employee is absent, leave accruals will be stopped when on leave without pay for thirty (30) consecutive days.

## Article 10: Health and Dental Insurance

1. The City will continue to offer health insurance under City approved plan(s) for employees and their qualified dependents.
2. The City will continue to offer a City approved dental plan for employees and their qualified dependents.
3. The City will provide a designated health and dental employee only premium paid at one hundred (100%) percent.
4. The City agrees to pay a percentage of the cost for dependent health and dental premiums as established annually by City Council or their designee.
5. The City agrees to consult with COPPS prior to any significant changes in plan design for health and dental plans.

## Article 11: Life Insurance and Death Benefit

1. The City will provide Basic Life Insurance in the amount of two (2) times the employee's base annual wage, rounded up to the nearest thousand, with a maximum benefit of seven hundred thousand dollars (\$700,000). The City will additionally provide Basic Accidental Death and Dismemberment (AD&D) in the amount of two (2) times the employee's base annual wage, rounded up to the nearest thousand, with a maximum benefit of seven hundred thousand dollars (\$700,000). Refer to the coverage certificate for distributions amounts specific to dismemberment, such as loss of sight, speech, limb, etc. and for a full list of covered accidents.
2. In the event that a Sergeant 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.
3. ARS 38-1114 provides a death benefit, should a Sergeant be killed in the line of duty or dies from injuries sustained in the line of duty. In the event ASRS 38-1114 is repealed, this provision would be implemented:
  - a. In the event a Sergeant 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 12: Limited Duty Assignments

1. The City may provide limited duty assignments for employees who are unable to perform their normal duty assignments due to temporary injuries, physical or mental, that have occurred on or off-duty.
2. This limited duty assignment will not exceed a period of sixty (60) calendar days, unless to do so would be in the best interest 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.
3. With regard to on-duty injuries, the employee will be left on limited duty status until released by a physician, certifying the employee is fit for full duty or until such time that the employee or the City seeks retirement under the medical clause.

## Article 13: Callbacks/Callouts/Standby Pay and Court Appearances

### 1. Callbacks/Callouts/Standby

- a. When an employee is called to come into work prior to their regularly scheduled starting time, and that employee continues to work into their regular shift, they will be paid at the rate of time and a half (1.5) of hours worked up to the start of their regular shift. If the employee is called in to work at any other time, they will be guaranteed a minimum of three (3) hours pay at the overtime rate. Callout hours referred to in this section are paid at time and a half (1.5), regardless to how many hours are worked during the work week.
- b. 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) hours minimum pursuant to this section.
- c. Standby Pay: Employees who are required to be available for emergency call back, as designated by the Chief or designee, at times that the employee is not otherwise on duty will be compensated for each on-call hour at two dollars and fifty cents (\$2.50) per hour.

### 2. Court Appearances (General)

- a. 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 overtime pay for court time. Should an employee have overlapping timeframes for court appearances, the employee will not be paid twice for the same timeframe. This will apply to all subpoenaed court appearances and hearings (i.e.: MVD, deposition). When recalled from leave, the employee will have the leaves hours restored that are lost due to said appearance.
- b. 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 1 above.
- c. Any court time which falls within regularly scheduled work time will not be compensated as premium pay, illustrated above.
- d. For the purpose of calculating total work hours, only the time actually worked will be used.

3. Off-Duty Arrests: Any employee who takes official police action requiring investigation will receive a minimum of two (2) hours pay at the overtime rate, or the actual amount of hours required, whichever is the greater.
4. 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. Should an employee have overlapping timeframes for court stand-by, the employee will not be paid twice for the same time- frame. This will apply to all subpoenaed court appearances and hearings (i.e.: MVD. deposition). 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.
5. Advance Notice of Court Appearance: An officer who is required to make court-related overtime appearances on his/her off-duty time, without forty-eight (48) hours of advance notice, will be compensated at the overtime rate for a minimum of three (3) hours.

## Article 14: Retirement Benefits

1. 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.
  - a. 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.
  - b. The City shall offer the PSPRS Deferred Retirement Option Plan (DROP) to eligible members on a voluntary and irrevocable basis at time of election and acceptance by the local retirement board into the Public Safety Retirement's deferred option plan.
  - c. Eligibility and Participation:
    - i. 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 as established by the City. Upon entry into DROP, the decision to enroll or waive in the incentive program is voluntary and irrevocable during the DROP period and must be made at time of entering into DROP.
      1. DROP I: The City will discontinue the employee and employer's contributions into the PSPRS as defined by the rules of the DROP program.
        - a. 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.
      2. 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.
      3. 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 distribution of the funds occur. Upon distribution, the funds become taxable to the employee.
      4. 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.

2. The City will provide a "Retired Police Commission Card" and a "Retired Police Sergeant" badge to each officer who retires, honorably and in good standing, as defined in 1 above. Any employee who is facing any allegation(s) of felony criminal misconduct or domestic violence 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 or domestic violence conviction, the employee will not be entitled to this benefit.
  
3. Upon request, the City will provide the last sworn breast badge to the retiring employee in a reasonable display. The retiree must have retired honorably and in good standing. Any employee who is facing any allegation(s) of felony criminal misconduct or domestic violence 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 or domestic violence conviction, the employee will not be entitled to this benefit.
  
4. Upon retiring honorably and in good standing (as defined in 1. above), employees may elect to retain their duty weapon and one (1) magazine. Any sworn employee who is facing any allegation(s) of felony criminal misconduct or domestic violence 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 or domestic violence conviction, the employee will not be entitled to this benefit. Upon approval to retain the weapon, the employee may purchase it according to the following cost schedule:

<b>Years of Service with City of Peoria</b>	<b>Cost to Employee</b>
<b>20 or more years</b>	\$1.00
<b>15-20 years</b>	25% of Fair Market Value of the weapon
<b>10-15 years</b>	50% of Fair Market Value of the weapon
<b>Less than 10 years</b>	At the discretion of the Chief. If approved, 100% of Fair Market Value of the weapon

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

## Article 15: Administrative Investigation & Discipline

1. Information used as the basis for formal disciplinary action (written reprimand, demotion, suspension, or termination) shall be based upon the facts and circumstances of the current Investigation, the Employee's Human Resources Personnel File and the Department's Employee Performance Tracking System. All information considered must be made available to that employee upon request within a reasonable time period. Information not documented in the investigative file or the employee's personnel files shall not be used as the basis of the disciplinary action. Documented information that exceeds the timelines outlined in this article shall not be used.
2. Informal corrective action shall include verbal counseling/coaching and written/documentated counseling and can be administered by any member of the employee chain of command.
  - a. Documented counseling (i.e. maintained within the Department's Performance Tracking System) can be used in lieu of formal discipline for minor infractions of policy and shall not be considered discipline.
  - b. Documented counseling may be considered an aggravating factor for future disciplinary actions for one (1) year from the date the counseling was imposed and shall be purged from the Department's Employee Performance Tracking System.
3. Formal disciplinary actions shall include written reprimand, suspension, demotion and/or termination and can be administered by a member of the chain of command at the rank of commander or above.
4. Discipline which has resulted in a written reprimand may be considered an "aggravating factor" for future discipline for up to one (1) year from the effective date of the discipline. Suspensions may be considered an "aggravating factor" for future discipline for five (5) years, and demotions from a previous rank for seven (7) years.
5. All formal disciplinary actions shall be annotated in the employee's annual performance appraisal which shall be maintained in the Human Resources Department (HRD) personnel files pursuant to HRD policy, City of Peoria Administrative regulations, and the laws of the State of Arizona. Information regarding any sustained investigation that results in formal discipline shall contain only the policy and/or PAR violation, findings, and the imposed discipline.
6. Formal discipline and informal corrective action shall not be arbitrary or capricious and shall be based on "just cause", as defined in this article.
7. The Department definition of "just cause", as defined in this Agreement, applies to Administrative Investigations (from current Article 16):
  - a. Clear, understandable rules communicated to employees.
  - b. Conduct thorough, objective investigation and render a decision based on the facts.

- c. Decision makers consider mitigating and aggravating circumstances.
  - d. The discipline/corrective action is appropriate to the circumstances.
8. An employee who is required to prepare a memo in an administrative investigation may use a reasonable amount of duty time to prepare a written response to the Notice of Investigation and/or the allegations charged. This policy will not apply to investigations into criminal activity or charges.

## Article 16: Probationary Period

The City and the Association have an interest in the success of all newly promoted employees, as a result:

1. All newly promoted employees shall serve a probationary period of one (1) year from date of promotion. Probationary time shall be extended if probationary employee is on continuous leave or light-duty status in excess of thirty (30) calendar days.
2. A promoted employee whose performance is unsatisfactory during the probationary period shall be returned to a position in the employee's former classification, if such vacancy exists. The demotion of a probationary employee shall not be arbitrary or capricious, nor shall it be subject to the grievance process.
3. Prior to promotion, the Department agrees to provide an orientation which will include one (1) hour for the Association to meet the new employee, review the MOU, and provide other information about the role and responsibility of the Association.
4. The Department agrees that it will provide a formal training program for a newly promoted employee, which must be satisfactorily completed within the first six (6) months after promotion. If circumstances arise which are beyond the control of the City or the employee, the training time may be extended to allow for completion.
5. Off duty work and special assignments are authorized after successful completion of the Sergeant Training (SIT) Program.
6. Probationary employees will not be eligible for designation as a representative.

## Article 17: Random Drug Screen

The Peoria Police Department and the Association agree to abide by Police Department Procedure 213 regarding the drug testing policy. If any changes or modifications are being considered, the Chief or designee shall seek the input of the COPPS executive board.

## Article 18: Grievance Procedure

1. The City and Association agree to use one (1) grievance procedure for all issues contained in this MOU.
2. Informal Resolution
  - a. It is the responsibility of employees who believe that they have a bona fide complaint concerning violations of this MOU to promptly inform and discuss it with their immediate supervisor; in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the lowest level possible. Employees are required to pursue the informal resolution process within fourteen (14) calendar days of the event giving rise to the employee's complaint. The employee's immediate supervisor is responsible for assuring others higher up the supervisory chain to the Director/Chief level have an opportunity to resolve the grievance before it moves forward. 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 use not more than two (2) hours of duty time to prepare the formal grievance. Failure to complete the informal resolution process and file a grievance within the specified time frames will automatically terminate the complaint.
3. Definition of Grievance
  - a. 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.
  - b. 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.
4. Procedure
  - a. In processing a formal grievance, the following procedure will apply:

i. Step 1

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 submits it to the Department Director/Chief within fourteen (14) calendar days of the informal resolution meeting. The Director/Chief will confer with HR to determine if the matter expressed in the written grievance is grievable. If the matter is grievable, either party may then request that a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. If the matter is not grievable, or the Director/Chief has gathered sufficient data to respond to the grievant, the Director/Chief will within fourteen (14) calendar days of having received the written grievance submit his/her written response. If the matter is non-grievable, the Department Director/Chief will include the basis for that determination in the written response. The grievant may appeal a determination that the grievance is non-grievable by following the Determination of Grievability Appeal Process.

ii. Step 2

1. If the first level of review does not result in resolution of the grievance, the grievant or his representative may submit the grievance to a Labor/Management Resolution group for review and recommendation within fourteen (14) calendar days of the receipt of the step 1 response. The Labor/Management Resolution group will consist of five (5) members. The Association will select two (2) employees from within the City. The employees selected by the Association cannot be members of the Peoria Police Department or members of the Association. The City will select two (2) employees from within the City. The employees selected by management cannot be members of the Peoria Police Department or members of the Association. The fifth member will be agreed upon by the four (4) members selected by the Association and the City and within fourteen (14) calendar days of having received the appeal. If the four (4) members cannot agree on a fifth member, the Labor/Management Resolution Group will continue with the proscribed timeliness with only four (4) members. The Labor/Management Resolution Group will meet to review the grievance, unless the date is mutually extended within fourteen (14) calendar days of the date of the group meeting. The Labor/Management Resolution Group will submit a recommendation disposition of the matter in writing to the City Manager.

iii. Step 3

1. If the response of Step 1 or Step 2 of the process does not result in resolution of the grievance, the grievant and the Association may jointly invoke Step 3 to request arbitration, by filing an appeal within fourteen (14) calendar days of receipt of the response. Nothing precludes the City and the Association from mutually agreeing to combine more than one (1) grievance into the same arbitration if they determine that multiple requests for arbitration are regarding related issues.
2. Department management and the grievant, or their designated representative, will agree on an arbitrator. If they are unable to agree on an arbitrator within ten (10) calendar days, either party may request the Federal Mediation and Conciliation Service or other entity providing similar services to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties will, within ten (10) calendar days 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 the 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.

iv. Step 4

1. The arbitrator's recommendation will be submitted to the City Manager or designee within fourteen (14) calendar days of receipt. 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 fourteen (14) calendar days of receipt of the appeal.

2. The City Manager's or designee's decision is the final step in the grievance process.

5. Grievance Process Deadlines

- a. Failure of department 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.
- b. When a submission deadline date falls on a weekend or holiday, the deadline is automatically extended to the next official city business day. The City's official business schedule is Monday-Thursday.

6. Determination of Grievability Appeal Process

- a. The issue of grievability may occur at any step of the procedure, but once raised, the issue must be resolved before further processing of the grievance.
- b. If the City determines the matter to be non-grievable, the grievant can submit a written appeal to the Human Resources Director. The written appeal should include an explanation of why the matter should be considered grievable. The Human Resources Director or designee must respond with a written ruling on the appeal within seven (7) calendar days. If a grievance previously deemed non-grievable is overturned, the grievance will continue at the current step in the process and the deadline for that step will be reset and commence upon notification of appeal results.

## Article 19: Labor/Management Committee

1. 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, to identify problems; to respond to rumors, to develop and recommend solutions to problems, and to jointly resolve matters of mutual concern.
2. 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.
  - a. The parties 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 be committees make decisions on matters that require changes to the existing Agreement.
3. The Labor-Management Executive Committee will consist of five (5) representatives selected by the COPPS and five (5) representatives selected by the Police Chief.
  - a. 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 from the Department's Labor-Management Operations and Communications Committee.
  - b. The Police Chief and the COPPS President will serve as Co-Chairs.
  - c. The Committee Co-Chairs will jointly develop an agenda, which will be provided to all Committee members in advance of the meeting.
  - d. The Committee will meet quarterly or at other mutually scheduled times.

## Article 20: Prohibition of Strikes and Lockouts

1. 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.
2. 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, neither the City nor its agents, will for any reason authorize, institute, aid, or promote any lockout of employees covered by this Memorandum.
3. Should any employee during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of this Article, the City Manager or his designee will immediately notify the Association that a prohibited action is in progress.
4. 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.
5. Penalties or sanctions the City may assess against employees who violate this Article will include, but not be limited to:
  - a. Discipline up to and including discharge.
  - b. Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.
6. 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 #2010-05 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.
7. 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.
8. 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 this Ordinance, or Memorandum of Understanding, or any applicable laws.

## Article 21: Fiscal Crisis

1. The parties to this MOU acknowledge that in the event of a fiscal crisis the City may request the employee organization to modify this MOU for the purpose of including alternatives to temporary reductions in force or the permanent elimination of positions in City employment.
2. 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.
3. The City will provide the Association with a request to reopen the MOU specifying the specific actions requested. The Association will have ten (10) 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 22: Demotion/Recall

1. During times of severe fiscal crisis, it may be necessary for the City to eliminate programs and positions, lay off employees, and/or demote Sergeants. In these instances, Sergeants will be selected for demotion/layoff based on reverse seniority.
2. Sergeants identified for layoff will be offered the opportunity to bump subordinate ranking officers and accept a temporary demotion, at the top officer base wage, in lieu of separation (layoff).
3. Employees electing to exercise this right will have the responsibility to inform Human Resources of the election to bump and document the right to bump within five (5) calendar days of receiving notice of intent to layoff.
4. An employee who has been laid off or was demoted due to these circumstances will be reinstated to their previous rank, pay, and seniority before the City may test for vacant Sergeant positions.
5. Employees will be recalled back to Sergeant positions according to their previous Sergeant seniority order.

## Article 23: Saving Clause

1. 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.
2. 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.
3. It is understood by the parties that the benefits provided by this MOU in Articles pertaining to Association Rights, Grievance Procedure, 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 time spent within the employee's regular work shift in pursuit of such benefits.

Article 24: Term and Effect

- 1. This MOU will remain in full force and effect commencing July 1, 2025, and terminating on June 30, 2026.
- 2. The City will not be required to meet and confer concerning matters, covered or not covered herein, during the terms of this MOU.
- 3. This MOU constitutes the total and entire agreements between the parties and no verbal or written statement(s) will supersede any of its provisions.

IN WITNESS WHEREOF, the parties have set their hand this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF PEORIA

CITY OF PEORIA POLICE SUPERVISORS

By:

By:

\_\_\_\_\_  
Henry Darwin, City Manager

\_\_\_\_\_  
Seth Bigalow, Sergeant, COPPS President

\_\_\_\_\_  
Christine Nickel, Human Resources Director

\_\_\_\_\_  
Matthew Miller, Sergeant, COPPS Vice President

\_\_\_\_\_  
Breanne Nelson, Human Resources Deputy Director

\_\_\_\_\_  
Luis Aponte, Sergeant, COPPS Representative

\_\_\_\_\_  
Theresa Brenholt, Human Resources Manager

\_\_\_\_\_  
Daniel Stipp, Sergeant, COPPS Representative

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Agnes Beltran Goodwine, City Clerk

\_\_\_\_\_  
Emily Jurmu, City Attorney