

Memorandum of Understanding

July 2025 through June 2027

City of Peoria

&

United Phoenix Fire Fighters Association Local 493

representing Fire Fighters, Fire Engineers, Fire Captains



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PREAMBLE

WHEREAS, the parties, through their designated representatives, met and conferred in good faith in order to reach an agreement concerning wages, hours, and working conditions of employees comprising the Fire Fighter Unit; and

WHEREAS, the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of the City government provided for under the statutes of the State of Arizona, or the Charter, or ordinances of the City of Peoria.

NOW THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Peoria with their joint recommendation that the Council resolves to adopt its terms and provisions.

ARTICLE 1: Gender

1. 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.

ARTICLE 2: Rights of the Parties

1. Rights 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 Fire Fighter Unit, as determined by the Peoria City Code Chapter 6.
- b. The City will furnish to the Association on request, at actual cost, a listing of Association members of City payroll deduction in July and January during the term of this MOU indicating name, mailing address, and job assignment. The Association agrees to use this list solely for purposes of communicating with employee members and will not share this information with other individuals or organizations.
- c. The City will deduct biweekly, an amount approved by the membership of the Association, limited to regular and temporary membership dues pursuant to authorization on a form to be 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 for implementing such change. Requests for changes in the deduction amount will include the employee's name, employee number, effective date, and amount. The City will not make dues deductions for Unit employees on behalf of any other employee organization during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.
 - i. The Peoria Chapter President has the ability to increase or decrease the amount of membership dues one (1) time each year for the members of the Employee Organization, in accordance with UPFFA L-493 by-laws, without obtaining the signature of each member of the Employee Organization. The Employee Organization will hold harmless the City of Peoria and all its representatives.
 - ii. All other payroll deductions can be increased with a ballot vote and a majority vote (50% + 1) of the Employee Organization. If a payroll deduction increase is approved by a membership vote, each member's paycheck deduction can be increased without obtaining each member's signature.

Human Resources may request to review voting ballots, signature sheets, and voting results.

- d. The City will provide the Association, upon request, non-confidential and readily available information concerning the employees, which is necessary to Association representatives for negotiations and is not otherwise available to the Association, such as personnel census, employee benefits data, and survey information. Such requests will be made to the Human Resources Director or his/her designee. Any usual costs incurred by the City in connection with this section will be borne by the Association.
- e. The Association will be allowed to talk to and possibly sign new firefighter recruits into the Association, during off-duty time. This time will be allotted in conformance with regional practices. During such discussions, the Association representative will avoid the dissemination of information which is political in nature, abusive of any person or organization, or disruptive of the department's operations.
- f. The Employer agrees that non-employee officers and representatives of the Association will have reasonable access to the premises of the Employer during working hours with advance notice to the Fire-Medical Chief and Human Resources Director (or their designees). Such visitations will be for the reasons of the administration of this MOU. The Association agrees that such activities will not interfere with the normal work duties of employees, nor will they be on-duty.

2. Management Rights

- 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 workforce performing those services.
- b. The City Manager and the Fire-Medical 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, the right to determine the organization of City government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public, and

through its management officials to exercise control and exercise discretion over its organization and operations; to establish and effect administrative regulations and employment rules consistent with law and the specific provisions of this Memorandum; to direct its employees; to take disciplinary action for a proper cause; to relieve its employees from duty because of lack of work or other legitimate reasons; 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.

- d. Nothing herein will be construed to diminish the rights of the City under City Code Chapter 6.
- e. The Association and the City mutually agree through the labor/management process to cooperate in achieving increased productivity for the mutual benefit of all concerned through better utilization of equipment, personnel, and methods of work.
- f. The Relationship By Objective (RBO) process is a commitment to customer satisfaction, quality service, planning, development, and the continuous improvement process.
 - i. The RBO process gives the Firefighter Unit a seat at the table to give input and help solve issues. The process is not a co-management process. Once an agreement is reached, Management will implement the solution, and the Unit will support the solution. All said, the Fire-Chief retains the final decision. Some of the typical issues addressed through the planning process are, but not limited to, safety, training, practices, policies, procedures, and professional relationships.
 - ii. The Labor/Management decision-making structure will be vetted through a Correlation Team (Executive Steering Committee), which is comprised of the Big Five Committees: Deployment, Human Resources, Physical Resources, Medical Services, and Prevention/Community Services. The Correlating Team is co-chaired by the Fire-Chief and Labor President. Each of the Big Five committees will be co-chaired by a Deputy Chief and a Unit Member. Each committee will have sub-committees and work teams assigned to them.

- iii. Once issues are identified, they will either be resolved by the end of the RBO meeting or delegated to the respective division manager and labor representative. A work group comprised of the division manager, or designee, appropriate labor representative, and an additional four to six (4-6) members from labor will research and provide a solution to bring forward for final approval to the Correlating Team.
- iv. RBO meetings will be held monthly, and documentation in the form of "Draft Notes" will be established, and distributed out to the membership within seventy-two (72) hours post meeting, via email. In addition, the Draft Notes will be placed in the RBO notes folder on the I Drive.
- v. For items sent to work groups, the research and documentation derived from said research will be presented by the Deputy Fire-Chief, or designee, and assigned labor representative over the appropriate division to the correlating team for final decision-making. Once a decision is made and an action item is instituted, all impacted Fire department personnel will be notified through email, the chain of command, and if applicable, through policy. Regardless of the outcome, the Fire-Chief always retains the final decision.

3. Employee Rights

- a. All employees will have the right to have the Association serve as their "Meet and Confer" representatives as set forth in 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 Memorandum (Article 16).
- c. Employees will have the right to present their own grievances in person.
- d. Any employee covered hereunder, or his/her representative, designated in written form, signed by the employee, will, on request and by appointment, be permitted to examine his/her personnel file.
- e. No employee will have any adverse comments entered into their personnel file 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 thirty (30) calendar days to any material contained in their personnel file which may be adverse in nature.

ARTICLE 3: Wages

1. For Year 1 (July 1, 2025 – June 30, 2026), the following pay schedule will be the pay schedule in effect the first pay period to include July 1, 2025, through the last pay period ending approximately June 30, 2026.

a. **Firefighter**

Step Number	Hourly Rate
1	\$20.81
2	\$21.85
3	\$22.94
4	\$24.09
5	\$25.29
6	\$28.49

b. **Engineer**

Step Number	Hourly Rate
1	\$29.92
2	\$33.00

c. **Captain**

Step Number	Hourly Rate
1	\$35.49
2	\$37.95

2. For Year 2 (July 1, 2026 - June 30, 2027), the reopening of negotiations to address wage-related issues is strictly limited to discuss only: hourly wage rate, as described in 3.1, pay for performance related pay adjustments, and Core Service and Specialty pay items, as described in 3.6, and shall not constitute reopening of the entire MOU itself. Discussions must commence no later than December 1, 2025 and be agreed upon by the parties no later than February 15, 2026.
3. The pay schedule set forth in this article will be effective the pay period that includes July 1st. Any employees below the minimum of the pay range for their classification will be moved to the beginning of the new pay range, effective the first full pay period in July.

4. Upon graduation from the Fire Academy, new Firefighters will move to Step 1 of the Firefighter pay plan. Upon six (6) months after graduation from the Academy, and acceptable performance, new Firefighters will move to step 2 of the Firefighter pay plan. With acceptable performance, Firefighters will move to Step 3 of the Firefighter pay plan six (6) months after moving to Step 2. Their anniversary will be moved to the Step 3 date. The adjusted date becomes their anniversary date for further reviews and step increases. Upon one (1) year after graduation from the Academy, new Firefighters will receive confirmation whether they have passed their twelve (12) month probation as Firefighters. Firefighters shall be eligible for annual step increases upon acceptable performance on the anniversary date up to the maximum of the range.

5. Promotion

a. Upon promotion, Fire Engineers will be placed at Step 1 of the Fire Engineer pay plan and their anniversary date changed to the promotion date. Engineers shall be eligible for annual step increases (up to the maximum of the range) upon satisfactory performance on the anniversary date.

b. Upon promotion, Captains will be placed at Step 1 of the Captain pay plan and their anniversary date changed to the promotion date. Captains shall be eligible for annual step increases (up to the maximum of the range) upon satisfactory performance on the anniversary date.

6. Core Service and Specialty Pay

a. The Association recognizes the importance of the core services the Peoria Fire-Medical Department provides to the citizens. The Association, in conjunction with the department, will require all members to have and maintain a minimum level of Emergency Medical Technician (EMT) Basic Life Saving (BLS) in order to provide the base level of care as outlined in the City Charter, Department mission statements, and Standard Operating Procedures.

b. In order to receive Core Service and/or Specialty certification pay, employees must be assigned by the Fire-Medical Chief, must be certified, must complete all required hours of training, and must successfully pass any regular skills maintenance assessment administered or approved by the Fire-Medical Department for all areas they hold, including, but not limited to, Paramedic, Hazmat, Rescue Swimmer, Technical Rescue, Toxicology Medic, etc. Employees failing to maintain the required technical skill level will forfeit their certification pay until they can successfully

retest or complete the required training. Employees that do not have a specialty certification will receive priority to certify when a vacancy becomes available.

- c. Employees certified as Paramedics (ALS) will receive their regular pay rate plus specialty pay.
- d. Employees certified as Special Operations/Technical Rescue (TRT) will receive their regular pay rate plus specialty pay.
- e. Employees certified as Hazmat (HAZ) team will receive their regular pay rate plus specialty pay.
- f. Employees certified as Rescue Swimmer (RSB) will receive their regular pay plus specialty pay.
- g. Employees certified as Paramedics and Hazmat, Rescue Swimmer, or TRT will receive their regular pay rate plus a maximum \$5.30 per hour assignment pay (\$7.42 day rate). This maximum is exclusive of toxicology (TOX) or bilingual (BIL). Employees carrying only the BLS may have up to two (2) specialty certificates for a maximum of \$2.30 per hour assignment pay (\$3.22 day rate).
- h. Employees certified as Paramedics with toxicology certification (TOX) will receive specialty pay.
- i. Employees who successfully complete City-administered testing for reading and speaking in Spanish and routinely provide translation from Spanish to English will receive bilingual (BIL) specialty pay.

Core Service & Specialty Hourly Wage		
Core Service/Specialty	56 Hourly Wage	40 Hourly Wage
Paramedic (ALS)	\$3.00	\$4.20
Hazmat (HAZ)	\$1.15	\$1.61
Rescue Swimmer (RSB)	\$1.15	\$1.61
Technical Rescue (TRT)	\$1.15	\$1.61
Toxicology Medic (TOX)	\$0.12	\$0.17
Bilingual (BIL)	\$0.36	\$0.50

- 7. Employees who are eligible for certification payments will be paid according to the pay formula, which entitles the employee to the maximum pay for the activity that yields the premium and/or differential. However, premiums may not be duplicated, and employees may not be compensated in multiple cumulative methods for the same premium.
- 8. Authorized Staffing per specialty is set by the Fire-Medical Chief and shall generally fall within the numbers as indicated below:

	Captains	Engineers	Firefighters
Technical Rescue	12	12	18
Hazmat Technicians	6	6	18
Rescue Swimmer	6	6	12

9. Merit and Market Increases

- a. Merit Increases. The step/merit increases will be provided to eligible employees effective the beginning of the pay period in which their anniversary date falls each year. Employees will be eligible for step/merit increases to become effective pursuant to this Article according to the Personnel Administrative Regulations, provided the performance rating is satisfactory or above. The review date will be adjusted if an employee has an excess of thirty (30) continuous calendar days of unpaid leave. Employees who have reached the maximum salary step will not be eligible for additional merit increases. Nothing in this MOU will create eligibility or entitlement to a merit increase beyond what is expressly stated herein.

10. Compensatory Time

- a. 56-hour assignment: Employees may accrue up to two hundred and thirty-eight (238) hours of compensatory time.
 - i. Employees moving to a 40-hour assignment shall have compensatory balance divided by 1.4 rate.
- b. 40-hour assignment: Employees may accrue up to one hundred and seventy (170) hours of compensatory time.

- i. Employees moving to a 56-hour assignment shall have compensatory balance multiplied by 1.4 rate.
- c. The use of compensatory time will be scheduled in accordance with department guidelines and procedures. Compensatory time will be counted as time worked for the calculation of overtime.
- d. Employees may elect to have their FLSA overtime hours accumulated as compensatory time up to the maximum accumulation of 234 hours. Any employee wishing to elect this must submit a signed and dated notice to the Fire-Medical Chief by May 1st of any given year.
- e. Once elected, this election will continue until the employee requests that the election terminate. To terminate this election, the employee must submit a written notice to the Fire-Medical Chief or his designee indicating his/her desire to discontinue this election.

11. Retiree Health Savings Account

- a. The employee will contribute one and one-half percent (1.5%) of their current salary to the City-designated Retiree Health Savings Account. In addition, the City will contribute twenty-five dollars (\$25) per pay period for all employees to their Retiree Health Savings Account.
- b. The Peoria Chapter President has the ability to increase the amount of RHS membership contribution one (1) time during the life of the MOU, in accordance with UPFFA L-493 by-laws. The Employee Organization will hold harmless the City of Peoria and all its representatives.
- c. If an increase is approved through the membership, Human Resources shall be notified, and it shall become effective during the first pay period after the system is successfully configured to the change. HR will provide the Association with at least fourteen (14) days' notice of the effective date.

12. 457 Plan

- a. The City will contribute fifty dollars (\$50) per pay period to the employee's 457 Plan, with a matching contribution from the employee, except for those enrolled in DROP.

- b. The employee match must be in total, no partial contributions shall be eligible for matching.

13. Post-Retiree Healthcare Expense Trust Program

- a. The City will match twenty-five dollars (\$25) per pay period into a fund for the purpose of providing a monthly stipend for retirees to apply to the cost of their healthcare upon retirement. The Trust Fund shall be maintained and initiated by a Board appointed by the United Arizona Firefighters Health Care Trust (the "Trust").
- b. The Trust shall serve as the funding vehicle for the Association's retiree healthcare stipend.
- c. The City agrees that the United Phoenix Firefighters Association Local 493 shall serve as the sole settlor and sponsor of the Trust, effective as of July 1, 2023.
- d. Each employee covered by this MOU is required to contribute seventy-five dollars (\$75) per pay period into the Trust for providing a monthly stipend for retirees to apply to the cost of their healthcare and related expenses upon retirement. The employee contributions are mandatory and therefore shall be deducted from payroll by the City on a pre-tax basis and remitted to the Trust on a bi-weekly basis. Employer matching contributions will be considered part of the base pay and will be subject to pension contributions.
- e. The Trust's Board of Trustees shall determine the amount of the monthly retiree stipend, the eligibility criteria for the stipend, the timing of all stipend payments, and the method of payment.
- f. Any implementation of this Article shall be consistent with current and future IRS and/or PSPRS rulings, and all federal, state, and local laws.
- g. The City assumes no liability on account of any action taken pursuant to this Article. The Association and its members agree to indemnify, defend, and hold harmless the City, its agents, employees, and officials for taking action in conformance with this Article.
- h. The City will provide, per paycheck, information related to deposits to the Arizona Firefighters Health Care Trust.

- i. Rehires will not be allowed to “catch-up” on contributions they missed during any period they were not employed by the City. The City will not be required to match any funds during this period of unemployment.
- j. During any full pay period of approved absence (i.e. FLMA, AZ Sick Leave, USERRA, LWOP) which is unpaid, the City will not be required to match any employee funds until the employee resumes payment to the Trust. Upon return to a paid status, the employee and employer contributions will resume. Retroactive payments to the Trust will be made only in the case of military leave and will require both the employer and employee contribution to be made, in accordance with USERRA guidelines.
- k. The Peoria Chapter President has the ability to increase the amount of Trust contribution by the membership one (1) time, during the life of the MOU, in accordance with UPFFA L-493 by-laws. The Employee Organization will hold harmless the City of Peoria and all its representatives.
 - i. If an increase is approved through the membership, Human Resources (HR) shall be notified, in writing, and it shall become effective during the first pay period after the system is successfully configured to accept the change. HR will provide the Association with at least fourteen (14) days’ notice of the effective date.

14. Lump Sum Payment

- a. For this MOU only (FY 2025-2026), three-thousand-dollar (\$3000) lump sum direct payment will be made to each employee on the paycheck that includes July 1st, 2025. Employees must be in an active status as of July 1, 2025, to receive the direct payment.

ARTICLE 4: Hours of Work

1. The daily work hours and weekly shift schedules of Fire Unit personnel will be determined by the Fire-Medical Chief. Duty hours of shift personnel will continue to average fifty-six (56) hours per week.
2. Staff positions will be forty (40) hour positions.
3. The Fire-Medical Chief has the discretion to determine or make changes to the daily work hours and weekly schedule for shift, day, and staff assignments. Hours of work will stay consistent with outlined average hours of work per week of either fifty-six (56) or forty (40). When practical, an employee that is required to change shifts will be given reasonable notice.
4. Assignments
 - a. Shift Assignment - Any member that is assigned to one of the dedicated daily operating apparatus (such as Engines, Ladders, Rescues, etc.) that averages fifty-six (56) hours per week or two thousand nine hundred and twelve (2912) hours in a year.
 - b. Day Assignment - Any member that is assigned to an apparatus (i.e., Engines, Ladders, Rescues, ARVs, etc.) that operates on a standard schedule of forty (40) hours per week or two thousand and eighty (2080) hours in a year.
 - c. Staff Assignments - Any member assigned to Fire-Medical Administration or Special Assignment in the position of Training Captain, EMS Captain, or PIO (or additional positions as described in Article 10) and works forty (40) hours per week or two thousand and eighty (2080) hours in a year.

ARTICLE 5: Shift Trades

1. Absence with Relief (AWR's/shift trades) are designed to allow shift members a means of obtaining additional time off in the absence of sufficient vacation leave and/or to allow additional employees off without creating overtime. Two (2) employees may be granted the opportunity to exchange shifts in accordance with Fire-Medical Department Policy and Procedures (SOP 101.14). Shift exchanges will not qualify an employee for premium payments. All shift exchanges are subject to the approval of the Fire-Medical Chief or his designee and will be in conformance with regulations issued by the Fire-Medical Chief.

ARTICLE 6: Holiday Benefits

1. The City agrees to the following Holiday Schedule:

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

Holiday	Accrual Month	56-hour Employee	40-hour Employee
Floating Holiday	January	14	10
New Year's Day	January	14	10
Martin Luther King Jr. Birthday	January	14	10
Presidents' Day	February	14	10
Memorial Day	May	14	10
Juneteenth	June	14	10
Independence Day	July	14	10
Labor Day	September	14	10
Veterans' Day	November	14	10
Thanksgiving	November	14	10
Day after Thanksgiving	November	14	10
Christmas	December	14	10

Total Monthly Accruals	56-hour Employee	40-hour Employee
January	42	30
February	14	10
May	14	10
June	14	10
July	14	10
September	14	10
November	42	30
December	14	10

- i. If the employee is not active (in a paid 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.

- ii. New employees will receive accruals for any actual holiday the employee was hired prior to (based upon actual holiday and not City-observed holiday). New or promoted employees will not receive any prorated floating hours. Employees who have a change in position and are no longer represented by PFFA, shall have any floating holiday hours paid out at the rate of their last held PFFA positions.

b. Using Holiday Bank Hours as Paid Time Off

- i. 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.
- ii. All Holiday Bank Hours used as Paid Time Off will count as hours worked.
- iii. Hours will not default on any holiday, if the employee wants to take the specific observed holiday off or actual holiday off, the employee must use any approved paid leave hours they have available, to include Holiday Bank Hours

c. Using Holiday Bank Hours as Direct Pay

- i. When using Holiday Bank hours as additional paid time, holiday hours used must be entered as "Holiday Payout".
- ii. "Holiday Payout" can be added to any date of the calendar year.
- iii. 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.

- i. Any hours remaining as of December 31st, will be paid out on the paycheck that includes December 31st.

e. All hours remaining, after employee termination, will be paid out.

f. Employees changing from a 56-hour assignment to a 40-hour assignment will

have their holiday bank balance divide by 1.4.

- g. Employees changing from a 40-hour assignment to a 56-hour assignment will have their holiday bank balance multiplied by 1.4.

ARTICLE 7: Life Insurance

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 distribution amounts specific to dismemberment, such as loss of sight, speech, limb, etc. and for a full list of covered accidents.

ARTICLE 8: 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 medical and dental employee-only premium paid at 100%.
4. 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.
5. The City agrees to involve an Association designee to participate in the Healthcare Task Force.
6. Rio Vista Membership
 - a. In an effort to promote healthy lifestyles, free Rio Vista Memberships are available to employees, members of their household, or dependents as identified as enrollees in the City's health plan for the term of this contract. Free Rio Vista Memberships will not continue beyond the term limit of this MOU, unless the parties mutually agree to do so in a successor agreement.
 - b. Memberships may not be waived in exchange for any other compensation.
 - c. Memberships are not transferrable to non-eligible persons.
 - d. The City will not substitute paid memberships at other fitness centers, gyms, or recreation centers in lieu of membership at Rio Vista.
 - e. The value of memberships is taxable to both the City and the Employee, and taxes will be deducted from the employee's paycheck bi-weekly.
7. If additional locations are made available to other city employees, PFFA members will be eligible to enroll with the same criteria as outlined in the applicable Personnel Administrative Regulations (PARs).

8. Presumptive Cancer Program

- a. The City of Peoria is committed to the health and safety of its Fire-Medical personnel. In recognition of the unique occupational risks faced by these employees, the City will work collaboratively with the Fire-Medical Department to continue and enhance the cancer screening program. As part of this commitment, the City agrees to offer full-body MRI scans, as a covered benefit within the cancer screening program, with the first screen offered at five (5) years of service from hire date, and every five (5) years after initial full body MRI was offered. Employees that have not received a full body MRI twelve (12) months prior to their retirement date will be offered a final screening. The City is ensuring early detection and preventative care for our dedicated first responders. This partnership reflects the City's dedication to safeguarding the well-being of its employees, while fostering a proactive approach to health management.

ARTICLE 9: Overtime

1. General Provisions

- a. Overtime will be worked and will be allowed if assigned by the Fire-Medical Chief or his designees. 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 one hundred six (106) in a fourteen (14) day work period.
- b. All paid leave will be counted as hours worked for credit toward overtime calculations.
- c. Any employee working overtime assigned by the Fire-Medical Chief or designee in another assignment fifty-six (56) versus forty (40) hours shall be compensated at one and one-half (1.5) times their regular rate, with all components of pay included, for all hours worked above their normal shift schedule as outlined below.

2. 56-hour versus 40-hour Overtime Rate Agreements

b. 56-Hour Overtime Rate

- i. Fifty-six (56) hour overtime pay rate shall be utilized for all constant staffing, either full or partial, on dedicated daily operating apparatus (such as Engines, Ladders, Rescues, LA Units, Part-Time Units, etc.) and events that require members to provide their structural firefighting gear (such as the July 3rd & 4th Events).
- ii. Members authorized to work additional hours in excess of their regularly scheduled shift will receive overtime for the additional hours worked.

c. 40-Hour Overtime Rate

- i. Forty (40) hour overtime pay rate shall be utilized for all staffing assignments, either full or partial, outside of daily operating apparatus (such as Special Events, Staff Assignments, etc.) where structural firefighting gear is not required.

3. In the event, the HCM/Payroll system is unable to be configured according to the established overtime rules, as mentioned in this Article, the City will work directly with the Association on determining a resolution to the problem to ensure employees are being compensated in accordance with the MOU.

ARTICLE 10: Working Out Of Class

1. Any member assigned, by the Fire-Medical Chief or his Designee, to any specifically designated Staff Assignment (40 hours) will receive an additional five percent (5%) assignment pay. This includes the EMS Captain, Training Captain, and Public Information Officer (PIO), as well as any other position that may be approved by the Fire Chief, the HR Director, or their designees.
2. Any member assigned to work in a higher capacity outside of normal operational requirements, by the Fire-Medical Chief or designee, will receive the base wage of the job assigned.
3. Eligibility
 - a. Employees will be eligible after successfully completing probation and a Working Out of Class (WOOC) workbook. Employees successfully passing a promotional exam and maintaining certification through annual testing will be eligible for WOOC.
 - b. Four and one-half (4.5) years of service is required to be eligible to WOOC as a Captain, along with successful completion of the Engineer WOOC book and additional mandated training. To WOOC as a Battalion Chief, the above is required, with additional mandated training and procedures as outlined through the Battalion Chief WOOC Program.
 - c. Upon successful completion of the workbook, the Training Division will be notified and a test will be scheduled. After successful completion of the test, the employee's classification status will be updated.
 - d. Any employee that fails a promotional exam, while eligible to WOOC in a rank for which they are testing, will be referred for review and additional training. When the additional training has been successfully completed, the employee's eligibility status will be reinstated.

- e. Employees must recertify annually for firefighter basic skills and all positions previously qualified to WOOC during the third quarter MCS evaluations. Any employee that has not been qualified to WOOC for a period greater than one (1) year must re-qualify through the Fire-Medical Department's program or promotional testing.
4. Employees may request to have their WOOC status removed at any time. Following the change in status, an employee will be required to wait one (1) year to reapply for WOOC status.
5. Time worked in a higher classification will not be credited toward the completion of probationary requirements in the higher classification.
6. Light Duty personnel and those in departmental training will receive their normal 56-hour rate of pay.
7. Employees assigned by management to any Day, Staff Assignment, or Light Duty (40 hours) will utilize the 1.4583 multiplier to calculate the new base pay rate, if such assignment is to exceed two (2) consecutive pay periods and will continue to receive such assignment pay for the duration of such assignment. This multiplier will capture all hours of FLSA and straight pay contained within the terms of the contract.

ARTICLE 11: Callback Pay

1. Callback time will be a minimum of two (2) hours at one and one-half (1.5) times the employee's regular rate of pay after the first seven (7) minutes, calculated to the nearest one-quarter (1/4) hour.

ARTICLE 12: Uniform, Clothing and Equipment Allowance

1. Employees will receive twelve hundred dollars (\$1,200) per annum for reimbursement of reasonable expenses for the cost, maintenance, and cleaning of uniforms, clothing, and equipment. Six hundred dollars (\$600) will be paid on the pay check that includes August 1 and the pay check that includes February 1 of each MOU year. Upon successful completion of the Academy, and promotion to firefighter, the employee shall receive twelve hundred dollars (\$1,200).

ARTICLE 13: Paid and Unpaid Leaves

1. 56-Hour Assignment

- a. If the employee is assigned to a 56-hour assignment and is changed to a 40-hour assignment, the employee's accruals, cashout allowances, and designated balances, maximum balances, usage limits, and minimum balances will be divided by 1.4, unless specified otherwise.

2. 40-Hour Assignment

- a. If the employee is assigned to a 40-hour assignment and is changed to a 56-hour assignment, the employee's accruals, cashout allowances, and designated balances, maximum balances, usage limits, and minimum balances will be multiplied by 1.4, unless specified otherwise.

3. Vacation Leave

- a. All full-time employees will earn vacation leave as outlined in the following schedule:

Years of Employment	56-Hour FTE Pay Period Hours	40-Hour FTE Pay Period Hours
0 – 2.99	5.17	3.70
3 – 4.99	5.60	4.00
5 – 9.99	6.90	4.93
10 – 13.99	7.76	5.55
14 – 18.99	9.16	6.55
19 +	10.77	7.70

b. Maximum Allowances

- i. 56-hour assignment: Employees will be allowed to accrue a maximum vacation leave of up to five hundred four (504) hours as of December 31st each year. All vacation time above the maximum limits as of December 31st each year will be forfeited.

- ii. 40-hour assignment: Employees will be allowed to accrue a maximum vacation leave of up to three hundred sixty (360) hours as of December 31st each year. All vacation time above the maximum limits as of December 31st each year will be forfeited.
- c. Employees will be allowed to accrue a maximum vacation leave of up to 544 hours as of December 31st each year. All vacation time above the maximum limits as of December 31st each year will be forfeited.

4. Vacation Conversion to Cash

- a. Employees may request direct payment of accrued vacation hours under either of the following provisions:
 - i. 56-hour assignment: In June and December of each year, employees with five (5) years of service may convert up to ninety-eight (98) hours of accrued vacation to direct pay. Employees must maintain a minimum balance of ninety-eight (98) hours of accrued vacation to be eligible for this benefit.
 - ii. 40-hour assignment: In June and December of each year, employees with five (5) years of service may convert up to seventy (70) hours of accrued vacation to direct pay. Employees must maintain a minimum balance of seventy (70) hours of accrued vacation to be eligible for this benefit.
 - iii. Employees with ten (10) years of service may elect to receive all vacation accrual in a fiscal year as direct pay to be paid in the same pay period the vacation would have normally been accrued. Employees must have a minimum balance of ninety-six (96) hours of vacation to be eligible for this benefit. Employees must request this option no later than June 15 of any given year to be implemented for the following fiscal year.

5. Sick Leave

- a. A full-time employee will be entitled to paid sick leave. Employees working 56-hour workweeks will accrue sick leave at the rate of 5:166 each pay period. Employees working 40-hour workweeks will accrue sick leave at the rate of 3.7 hours each pay period. Sick accruals will be inactivated when an employee is paid less than thirty (30) hours in a pay period.

Assignment	Per Pay Period hh:mm
56-Hour	5:166
40-Hour	3.700

6. Sick Leave Conversion at Retirement

- a. 56-hour assignment: Upon retirement from City service, as defined by eligibility to receive PSPRS retirement benefits, including disability retirement, will be eligible to convert all accumulated sick leave to regular straight-time pay at an amount equal to fifty percent (50%) of all hours up to fourteen hundred (1,400) hours. Any accumulated hours in excess of fourteen hundred (1,400) shall be paid at one hundred percent (100%). This payment shall be deposited into the employee's 457 Plan until such time the statutory limit has been reached, and then it shall be paid directly to the retiree. The employee may elect to be paid out sick leave directly upon written notice to Human Resources no later than two (2) weeks prior to the last day of employment. Notification timeline may be waived with approval from the HR and Payroll department.

- b. 40-hour assignment: Upon retirement from City service, as defined by eligibility to receive PSPRS retirement benefits, including disability retirement, will be eligible to convert all accumulated sick leave to regular straight-time pay at an amount equal to fifty percent (50%) of all hours up to one thousand (1,000) hours. Any accumulated hours in excess of one thousand (1,000) shall be paid at one hundred percent (100%). This payment shall be deposited into the employee's 457 Plan until such time the statutory limit has been reached, and then it shall be paid directly to the retiree. The employee may elect to be paid out sick leave directly upon written notice to Human Resources no later than two (2) weeks prior to the last day of employment. Notification timeline may be waived with approval from the HR and Payroll department.

7. Sick Leave Conversion at Separation

- a. Upon resignation in good standing, employees who are assigned to a 56-hour schedule, have at least five (5) continuous years of full-time, benefited employment with the City, and have accumulated two hundred and eighty 280 hours or more of unused sick leave, shall have their sick leave balances paid at fifty percent (50%). The payment is based on the employee's current base rate of pay.

- b. Upon resignation in good standing, employees who are assigned to a 40-hour schedule, have at least five (5) continuous years of full-time, benefited employment with the City, and have accumulated two hundred (200) hours or more of unused sick leave, shall have their sick leave balances paid at fifty percent 50%. The payment is based on the employee's current base rate of pay.

8. Leave of Absence without Pay

- a. Leave of absence without pay may be granted to regular employees, or employees who are pending approval of Disability Retirement, upon written request, for a period not to exceed ninety (90) days by the City Manager or designee. Upon expiration of leave of absence without pay, the employees will return to work in the position held at the time that leave was granted. An extension may be granted by the City Manager or designee for disability retirements.
- b. Failure, without good cause of the employee on leave, to report promptly when leave has expired will be considered as a resignation. There will be no accrual of sick leave or vacation leave while on leave of absence without pay.

9. 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 or the City's Employee Benefit Trust, in conjunction with the state law and City policy.
- c. Job-Related Injury
 - i. Job-related personal injuries to employees must be reported to their immediate supervisor, absent extenuating circumstances, within twenty-four (24) hours of the time the accident occurred. The City has the right to request that an employee injured on the job seek medical assistance from a doctor of the City's choice.
 - ii. Industrial Leave is authorized through the State Industrial Commission or the Employee Benefit Trust.
 - iii. While on Industrial Leave, no sick leave, vacation leave, compensatory leave, or any other paid leave will be charged to the employee.

- iv. While on Industrial Leave, the employee will remain in full-pay status, accumulating all benefits due to him/her.
- v. An employee may remain on Industrial Leave for one hundred and eighty (180) calendar days, at which time an evaluation will be made, upon the recommendation of a City authorized physician, as to whether the employee will be able to return to work performing the essential functions of their job, with or without reasonable accommodation.

d. Industrial Leave - Benefits

- i. The employee will remain in a full paid status regardless of when the injury occurred. Subsequent adjustments to the employee's earnings will be made to account for the non-taxable income attributable to the statutory amount as determined by the Arizona State Workers' Compensation Fund.
- ii. If a compensable claim is processed through the Arizona State Compensation Fund, a check is issued to the employee and must be endorsed back to the City.
- iii. If the claim is determined not to be compensable, the employee may appeal the decision to the Industrial Commission of the State of Arizona for final disposition.

e. Limited Duty Assignment

- i. When able, the City may provide limited duty assignments for full-time and regular part-time employees who are unable to perform their normal duty assignments due to temporary injuries, physical or mental, that have occurred on duty. The employee may receive pay equivalent to the classification of the limited duty assignment.
- ii. The limited duty assignment will not exceed a period of ninety (90) calendar days, unless to do so would be in the best interest of the City. Any extension of the ninety (90) calendar days will be subject to the approval of the City Manager or his designee.
- iii. If a City-authorized physician determines that the employee is no longer able to perform the essential functions of the same job after a disability occurs, the employee will be considered for other job openings for which the employee is qualified and for which the employee is able to perform, with or without reasonable accommodations, provided the disability is covered under the Americans with Disabilities Act.

- iv. If a City-authorized physician determines that the employee is no longer able to perform the essential functions of their same job or any vacant job within the City, with or without reasonable accommodation, the employee may be separated from the City employment through an eligible retirement or disability process. If a determination has not been made by the 180th calendar day of industrial leave, an evaluation will be made as to whether or not the employee will be separated from the City or remain on leave status.
- v. When released to full or light duty, the employee is no longer on industrial leave. Any prescribed follow-up care during regularly scheduled work hours will be charged to industrial leave. Industrial Leave that is taken specifically for follow-up care resulting from a work-related injury will not be counted toward any calculations of excessive absences for the purpose of evaluations or disciplinary action.
- f. This MOU shall not be construed to require the City to take any actions to create a position for light duty or limited duty assignments beyond those which are deemed reasonable under the Americans with Disabilities Act.
- g. The City of Peoria may require an employee to submit to an Independent Medical Exam (IME) or Second Opinion to determine fitness for return to duty, ability to perform essential functions of a job when conflicting results are received from medical personnel, or job-related illness, or injuries prevent an employee from his/her job. This process is initiated by the City's designated Industrial Carrier with the involvement by the Fire-Medical Chief, the Human Resources Director, and employee.

10. Bereavement Leave

- a. Upon being notified of the death of a relative of an employee, the employee may be granted Bereavement Leave to attend the funeral, memorial service, or similar event commemorating the life of the deceased, held within thirty (30) days following the death. These hours shall not be chargeable to vacation or sick leave. Any additional hours beyond the limit may be charged to the employee's accrued compensatory, personal, or vacation leave upon approval by the Fire-Medical Chief.
- b. Full-time and regular part-time employees will be entitled to Bereavement Leave in the following manner:
 - i. Firefighters working 24-hour shifts will be entitled to use up to forty-eight (48) hours of bereavement.

- c. Calculation of Bereavement Leave shall be based on the number of hours in the employee's regularly scheduled workday.
- d. Bereavement Leave shall be allowed in the case of the death of a relative. There shall be no accrual of Bereavement Leave, and any unused amounts shall automatically be forfeited when the employee returns to work. Upon retirement or termination of employment, compensation shall not be paid for unused Bereavement Leave.
- e. Relative shall mean any individual related to an employee by blood or marriage within the third degree, including step relationships. Relative shall also mean any individual named in an affidavit of domestic relationship filed with the Human Resources Department by an employee or minor for whom the employee serves as the guardian or conservator.
- f. For the purposes of the Bereavement Leave article, 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 domestic partner affidavit filed with the Human Resources Department.
 - i. First Degree Relative: spouse or domestic partner, mother, father, daughter, son, full sister, full brother;
 - ii. Second Degree Relative: grandmother, grandfather, granddaughter, grandson, aunt, uncle, niece, nephew, half-sister, half-brother;
 - iii. Third Degree Relative: great-grandmother, great-grandfather, great-granddaughter, great-grandson, great-aunt, great-uncle, first female cousin, first male cousin, grand-niece, grand-nephew.
- g. Employees are limited to one hundred twelve (112) hours (when working 56-hour assignment) or eighty (80) hours (when working 40-hour assignment) of Bereavement Leave in any calendar year. Exceptions to the maximum usage limit may be approved by the Department Director and the Human Resources Director.

11. Personal Leave

- a. 56-hour assignment: Employees will receive fifty-six (56) hours of Personal Leave each calendar year, which is not cumulative and not carried over from one (1) calendar year to the next calendar year. When used, this Personal Leave will be deducted in quarter-hour increments.

- b. 40-hour assignment: Employees will receive forty (40) hours of Personal Leave each calendar year, which is not cumulative and not carried over from one (1) calendar year to the next calendar year. When used, this Personal Leave will be deducted in quarter-hour increments.

- c. Employees are required to request such leave ten (10) days in advance. Exceptions to the notice requirement may be made at the discretion of the Fire-Medical Chief or his/her designee.

ARTICLE 14: Staffing

1. The Fire-Medical Department will staff all engine and ladder companies with a minimum of four (4) employee members, in accordance with the provisions of the Article.
2. The City will have in place a Fire-Medical Department Constant Staffing Standard Operating Procedure. The Operating Procedure will outline the method of assigning constant staffing opportunities, minimum and maximum number of hours assigned, and constant staffing assignment for pre-scheduled and unscheduled leave.
3. The Standard Operating Procedure will be developed by a joint Labor-Management committee. The Standard Operating Procedure will not be altered or modified without first discussing the proposed changes with the Labor-Management Committee. The Constant Staffing Procedure may be reviewed as resources or operational requirements warrant at the request of any member of the Labor-Management Committee.
4. No more than fifty percent (50%) of the units designated as four (4) position constant staffed units will operate at a reduced three (3) member level at any one time.
5. The minimum staffing provisions of this Article will be subject to:
 - a. The maintenance of designated four (4) position constant staffed units will not degrade or otherwise adversely impact the financial integrity of the Fire-Medical Department overtime budget, resulting in increased costs to the City.

ARTICLE 15: Health and Safety Committee

1. A Fire-Medical Department Safety Committee will be established in accordance with department policy to address safety issues including, but not limited to, NFPA 1500, OSHA, City, and department regulations. This policy will not be modified without consulting the Labor-Management Committee.

ARTICLE 16: Grievance Procedure

1. The City and the Association agree the procedure provided in this MOU will be the sole and complete remedy for grievances under this MOU. Grievances on issues outside the terms of this MOU may not be grieved under the provisions of this MOU. Grievances on issues contained in the Personnel Administrative Regulations will be processed in accordance with the Personnel Administrative Grievance procedure.

2. Informal Resolution
 - a. It is the responsibility of employees who believe that they have a bona fide complaint concerning a violation of the MOU to promptly inform and discuss it with their Battalion Chief in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.

 - b. 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.

3. Definition of Grievance
 - a. A "grievance" is a written allegation by an employee, submitted in a timely manner in accordance with this provision, alleging specific violations of the terms of this MOU. The grievance will identify the article or articles of the MOU which are alleged to be violated and the specific remedy requested. Failure to identify the said article or articles of the MOU and the specific remedy will automatically terminate the grievance.

4. Procedure - In processing a formal grievance, the following procedure will apply:
 - a. Step 1
 - i. The employee will reduce his/her grievance to writing, by signing and completing all parts of the grievance form provided by the City, and submitting it to his/her Battalion Chief, with a copy to Human Resources as designated by the City within fourteen (14) calendar days of the initial commencement of the occurrence being grieved. Either party may then request a meeting be held concerning the grievance, or they may mutually

agree that no meeting be held. The supervisor will, within fourteen (14) calendar days of having received the written grievance, or such meeting, whichever is later, the second level of review will submit his/her response in writing to the grievant and the grievant's representative, if any.

b. Step 2

- i. If the response of the first level of review does not result in the resolution of the grievance, the grievant may appeal the grievance by signing and completing the form and presenting it to the Deputy Fire Chief with a copy to Human Resources within seven (7) calendar days of the grievant's receipt of the level one response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held.
- ii. Within twenty-one (21) calendar days of having received the written grievance or the meeting, whichever is later, the second level of review will submit his/her response to the grievance to the grievant and the grievant's representative, if any.

c. Step 3

- i. If the response of the second level of review does not result in the resolution of the grievance, the grievant may appeal the grievance by signing and completing the form and presenting it to the Fire-Medical Chief with a copy to Human Resources within seven (7) calendar days of the grievant's receipt of the level two response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within twenty-one (21) calendar days of having received the written grievance, or the meeting, whichever is later, the third level of review will submit his/her response to the grievance to the grievant and the grievant's representative, if any.

d. Step 4

- i. If the response of the third level of review does not result in the resolution of the grievance, the grievant and the Association may submit the grievance to Human Resources to coordinate a Grievance Committee review and recommendation within seven (7) calendar days of the receipt of the level

three response. The Grievance Committee will include two (2) representatives of the City Manager, who were on the negotiating committee and two (2) representatives of the Association, who were on the negotiating committee. These four (4) individuals will review the grievance and make a recommendation for resolution of the grievance within fourteen (14) calendar days of having received the appeal.

e. Step 5

i. If the response of the fourth level of review does not result in a resolution of the grievance, the grievant and the Association may jointly invoke the Step 4 procedure. Department management and the grievant, or their designated representatives, will agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, 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 seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the 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:

- The arbitrator will not add to, detract from, or modify the language of the MOU or of Department rules and regulations in considering any issue properly before him/her.
- The arbitrator will expressly confine himself/herself to the precise issues submitted to him/her and will have no authority to consider any other issue not so submitted to him/her.
- The arbitrator will be bound by applicable State and City law.
- The arbitrator will, within thirty (30) days from the close of the arbitration hearing, submit a recommendation to both parties.
- The costs of the arbitrator and any other mutually incurred costs will be borne equally by the parties.

f. Step 6

- i. If Step 5 does not resolve the grievance, either party may submit the grievance to the City Manager. The City Manager may accept, modify or reject the arbitrator's recommendation and will submit this decision in writing to the grievant and their designated representative, within twenty (20) calendar days of receipt of the written arbitrator's recommendation.

5. Time Limits

- a. Failure of department representatives to comply with time limits specified in Steps 1 and 2, will entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits, will constitute abandonment of the grievance. Except, however, the parties may extend time limits by mutual written agreement, in advance.

ARTICLE 17: Prohibition of Strikes and Lockouts

1. The Association pledges to maintain unimpaired firefighting and related support services as directed by the Fire-Medical Chief. It will not cause, condone, counsel, or permit its members, or employees, or any of them, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede, or otherwise impair the normal functions and procedures of the department.

ARTICLE 18: 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 Memorandum of Understanding 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 Memorandum specifying the specific actions requested. The Association will have ten (10) business 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, City's charter, code, and ordinances.

ARTICLE 19: Savings Clause

1. If any Article or Section of this Memorandum should be held invalid by operation of law or by 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 this Memorandum 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 are currently applicable to certain wage and premium pay provisions of this MOU, and that 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, Employee Rights, Grievance Procedure, and Articles constituting labor-management joint endeavors, conducted under this MOU, will not be interpreted as requiring the Employer to count as time worked any hours, or fractions thereof, spent outside the employee's work shift in pursuit of such benefits.

ARTICLE 20: Term and Effect

1. This Memorandum of Understanding will remain in full force effect commencing on July 1, 2025, and terminating on June 30, 2027.
2. The City will not be required to meet and confer concerning any other matters, covered or not covered herein, during the term of this Memorandum.
3. This Memorandum constitutes the total and entire agreement between the parties and no verbal statement will supersede any of its provisions.

ARTICLE 21: DROP/457 Incentive Program

1. 457 Incentive Program

- a. 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.
- b. The City deferred 457 Incentive Program is established for those employees who become members of the system before January 1, 2012. The purpose of the plan is to provide members access to an enhanced retirement benefit, in addition to their normal retirement benefit on actual retirement.
- c. The City shall offer the 457 Incentive Plan to eligible members on a voluntary and irrevocable basis at the time of election into DROP. Upon entry into DROP, the decision to enroll or waive the 457 Incentive Program is irrevocable during the DROP period and ceases upon retirement.

2. DROP 1

- a. The City will discontinue the employee and employer's contributions to the PSPRS, as defined by the rules of the DROP program.
- b. If the employee elects to participate in the 457 Incentive Program by contributing a minimum of 7.65%, the City will also contribute a maximum of 7.65% to the employee's 457 account.
- c. The combined employee and employer contributions to the City's 457 Incentive Program may not exceed the statutory limits of the plan set forth each year by the IRS. Contributions made to the City's 457 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.

- d. Contributions to the City's 457 Incentive Program 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.

SIGNATURES

IN WITNESS WHEREOF, the parties have set their hand this _____ day of _____, 20 _____.

CITY OF PEORIA

UNITED PHOENIX FIREFIGHTERS' ASSOCIATION
LOCAL #493

By:

By:

Henry Darwin, City Manager

Joshua Manning, Captain, Lead Negotiator

Christine Nickel, Human Resources Director

Darin Fox, Captain, PFFA Representative

Breanne Nelson, Human Resources Deputy Director

Asa Paguia, Firefighter, PFFA Representative

Theresa Brenholt, Human Resources Manager

ATTEST

Agnes Goodwine, City Clerk

Emily Jurmu, City Attorney