



Memorandum of Understanding

City of Peoria And Peoria Police Officers' Association

Covering
Police Officers
&
Police Sergeants



July 1, 2026 through June 30, 2028

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Preamble

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

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

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

Article 1: 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 working conditions.

Association – The City of Peoria Police Officer’s Association (PPOA). The association identified by City Ordinance 2025-97 and Peoria City Code Chapter 6 to act on behalf of all Police Officers and Police Sergeants employed by the City of Peoria, as the representative to meet and confer in matters concerning wages, hours, and working conditions.

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 Police Unit as determined by the Peoria City Council in Ordinance #88-13, Resolution 2025-97 and Peoria City Code Chapter 6.
- B. The Association may designate representatives as follows:
 - i. Five (5) Executive Board members
 - a. Board members shall consist of a minimum of two (2) officers and two (2) sergeants.
 - ii. Fifteen (15) representatives
 - a. No more than four (4) of the fifteen (15) total representatives will be assigned to the same patrol shift. The Association will notify the Police Chief and Human Resources of such appointments within thirty (30) calendar days of shift or assignment change. The Police Department is not obligated to change or adjust normal scheduling or assignments of personnel as a result of such designations.
 - iii. Probationary employees will not be eligible for designation as a representative.
- C. Certain specified organizational representatives of the Association have the right to utilize their own accrued leave (exclusive of sick leave) or the donated paid leave bank to be used as follows:
 - i. One (1) organizational representative may, when the Association is designated in writing by a grievant as his/her representative, attend mutually scheduled Memorandum of Understanding (MOU) grievance meetings and hearings with Department representatives.

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

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

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

- v. The City will deduct, biweekly, an amount approved by the membership of the Association limited to regular membership dues pursuant to authorization of an automated deduction process provided by the City, duly completed and signed by the Association member, and transmit such deductions to the Association on a monthly basis. The City will, at the request of the Association, make changes in the amount of the deduction hereunder during the term of this Memorandum at the cost of implementing such change. Requests for changes in the deduction amount will include the employee'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.

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

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

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

- ix. The primary purpose of this assignment should have regular police duties benefiting the City at the direction of the Police Chief or designee. The secondary purpose of this assignment will be to ensure the City has a designated individual available to liaison for officers and sergeants during normal business hours in planned and unplanned communications with the Police Chief, his/her designees, or City management staff, including Human Resources.

- x. A union representative who is on City Business Time may be utilized in the following circumstances only:
 - a. Where an employee is entitled to a union representative by policy and/or law.

 - b. There is an on-duty representative available to respond without delay and for the convenience of the City, or as determined by City management.

 - c. There is no additional cost incurred by the City for the use of the representative, such as additional hours and/or overtime.

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

2. Rights of Management

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

- i. To the executive management and administrative control of the City services, its properties and facilities;
- ii. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment or their dismissal;
- iii. To establish standards of performance to be maintained and courses of instruction, including special programs, as deemed necessary or advisable by the executive management;
- iv. To determine overall goals and objectives as well as the policies affecting the employment;
- v. To determine work schedules, including the necessity of overtime, assignments of employees, qualifications required, and areas worked;
- vi. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work;
- vii. To adopt reasonable rules and regulations;

- viii. To determine the location or relocation of its facilities, including the establishment or relocation of new services, buildings, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, sub-divisions, functions, programs, buildings, or other facilities;
- ix. To establish hours and days of operation of its facilities;
- x. To determine the financial and public information policies including adopting and management of the City's budget, all accounting procedures, and all matters pertaining to public relations;
- xi. To determine the size of the management organization, its functions, authority, amount of supervision, and organizational structure;
- xii. To direct the working forces, including the right to hire, promote, discipline, transfer, evaluate, lay off employees from duty due to the lack of work or lack of funds, or abolishment of position and determine the size of the workforce;
- xiii. To take whatever action may be necessary to carry out the mission of the City in situations of emergency and/or fiscal crisis.
- xiv. The exercise of the foregoing powers, rights, duties, and responsibilities by the City and the adoption of policies, rules, regulations, and practices in furtherance thereof shall be the exclusive prerogative of the City except as limited by the specific terms of this Agreement. Failure to exercise management rights does not preclude the City from exercising such rights at any time in the future.

3. Reservation of Management Rights

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

4. Notification of Association Representatives

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

5. 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 #88-13, Resolution 2025-97, 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 Labor/Management Committee.
- C. Employees will have the right to present their own grievances in person.
- D. No employee will have any adverse comments entered into his/her personnel file without being informed by a supervisor. If the employee requests, he/she may receive a copy of the adverse comment.
- E. Employees may, at their discretion, attach a statement of rebuttal to any material contained in their personnel file as retained by Human Resources, which may be adverse in nature within fourteen (14) calendar days of the item being placed in the file, or fourteen (14) days of the employee being notified of the entry, if employee was not previously notified.
- F. All written documentation of discipline will be retained in an employee’s personnel file according to state law and/or administrative timelines. Discipline that does not meet the level of suspension or demotion cannot be used as an aggravating factor in future discipline, provided that there are no subsequent disciplinary actions or similar performance corrective actions within one year of receiving an issued discipline.

Article 3: Wages

1. The pay schedule set forth in Attachment A will be the pay schedule in effect (first pay period to include July 1, 2026, through last pay period, ending approximately June 30, 2028). The salary schedule will be paid to all full-time employees if the normal work period is worked or fulfilled as paid leave.

2. Fiscal Year 2027 (July 1, 2026 – June 30, 2027):
 - A. All employees will receive a 5.00% market adjustment effective the first pay period to include July 1, 2026, rounded to two (2) decimal places.

 - B. Wage Table as of July 1, 2026:

Rank	Step	Hourly Rate	Annual Rate	Step Increase
Police Officer	1	\$35.67	\$74,193.60	
Police Officer	2	\$37.45	\$77,896.00	5%
Police Officer	3	\$39.32	\$81,785.60	5%
Police Officer	4	\$41.29	\$85,883.20	5%
Police Officer	5	\$43.35	\$90,168.00	5%
Police Officer	6	\$45.52	\$94,681.60	5%
Police Officer	7	\$47.80	\$99,424.00	5%
Police Officer	8	\$50.19	\$104,395.20	5%
Police Sergeant	1	\$54.08	\$112,486.40	7.75%
Police Sergeant	2	\$56.78	\$118,102.40	5%
Police Sergeant	3	\$59.62	\$124,009.60	5%
Police Sergeant	4	\$62.60	\$130,208.00	5%
Police Sergeant	5	\$65.73	\$136,718.40	5%

- C. Employees will be eligible for a one-step increase on the pay period which includes their position anniversary date, to become effective according to the Personnel Administrative Regulations provided the performance rating is satisfactory.
 - i. An employee who has their probation extended will receive their eligible one-step increase effective on the date they receive a satisfactory performance rating and have completed probation. No retroactive pay will be applied. The anniversary date will remain unchanged.

3. Fiscal Year 2028 (July 1, 2027 – June 30, 2028):

A. All employees will receive a 5.00% market adjustment effective the first pay period to include July 1, 2027, rounded two (2) decimal places.

B. Wage Table as of July 1, 2027:

Rank	Step	Hourly Rate	Annual Rate	Step Increase
Police Officer	1	\$37.45	\$77,896.00	-
Police Officer	2	\$39.32	\$81,785.60	5%
Police Officer	3	\$41.29	\$85,883.20	5%
Police Officer	4	\$43.35	\$90,168.00	5%
Police Officer	5	\$45.52	\$94,681.60	5%
Police Officer	6	\$47.80	\$99,424.00	5%
Police Officer	7	\$50.19	\$104,395.20	5%
Police Officer	8	\$52.70	\$109,616.00	5%
Police Sergeant	1	\$56.78	\$118,102.40	7.75%
Police Sergeant	2	\$59.62	\$124,009.60	5%
Police Sergeant	3	\$62.60	\$130,208.00	5%
Police Sergeant	4	\$65.73	\$136,718.40	5%
Police Sergeant	5	\$69.02	\$143,561.60	5%

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

i. An employee who has their probation extended will receive their eligible one-step increase effective on the date they receive a satisfactory performance rating and have completed probation. No retroactive pay will be applied. The anniversary date will remain unchanged.

4. For FY27 and FY28, employees who have reached the maximum salary step will not be eligible for additional step increases. However, provided the employee receives a satisfactory annual performance rating, they will be granted a one-time lump sum payment, equivalent to 5.00% of their annual base salary, during the life of this MOU.

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

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

6. Premium Payments

- A. Employees assigned as a part-time Training Officer or Sergeant will receive their base rate of pay plus seven and one-half percent (7.5%) for hours worked while training another officer or sergeant. Eligibility requires completion of the department's identified training certification program, and the employee must be training someone of the same rank. Such assignments will be made by the Police Chief or Police Chief's designee.
- B. Officers temporarily working in a higher classification shall receive their base rate of pay plus five percent (5.0%) for hours worked when designated as working out of class (WOOC).

C. Communication Pay

- 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 be compensated per pay period equivalent to one of the following three skill levels:
 - a. Level I – Basic Skills: \$ 0.38 per hour
 - b. Level II – Intermediate Skills: \$1.25 per hour
 - c. Level III – Advanced Skills: \$1.88 per hour
 1. All levels of communication pay shall be tested at no less than two (2) calendar years for qualified levels and proficiencies.
 2. Other languages: upon approval of the Police Chief or his/her designee, employees that are called upon for translation of languages other than Spanish may be compensated upon approval by the Police Chief to serve the needs of the department. This shall be determined on a case-by-case basis, and the employee shall demonstrate competency as determined by the City through its designated testing process.

D. Special Assignment Unit (SAU)

- i. Fiscal Year 2027 (July 1, 2026 – June 30, 2027): Employees assigned to the Special Assignment Unit (SAU) will receive a supplemental pay of one dollar (\$1.00) per hour, added to their base rate.
- ii. Fiscal Year 2028 (July 1, 2027 – June 30, 2028): Employees assigned to the Special Assignment Unit (SAU) will receive a supplemental pay of two percent (2%) per hour, added to their base rate.

- E. Employees assigned to a full-time (non-temporary) position outside of Patrol duties will receive a supplemental pay of three percent (3%) per hour, added to their base rate. This additional compensation applies to all paid hours.

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

7. Shift Differentials

- A. Employees will receive shift differential as follows:
 - i. Employees whose normal scheduled duty shift begins on or after 12:00 hours, and prior to 23:59 hours will receive an additional seventy-five cents (\$0.75) per hour. To be eligible for the shift differential, at least fifty percent (50%) of the employee's normal scheduled duty shifts, within a pay period, must begin within the qualifying time range.
 - ii. Officers assigned as Trainees in the Officer in Training (PTO) program will not receive shift differential pay until they have been assigned to a solo status.

8. Standby Pay

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

9. Deferred Compensation – PPOA 401a Plan:

- A. Eligible employees will contribute three percent (3%) of their current salary to the PPOA 401a Plan. The City will provide an employer-only contribution of fifty dollars (\$50) per pay period for all eligible employees to the PPOA 401a Plan. The contributions made into the plan are federal and state tax deferred until the distribution of the funds occurs. Upon distribution, the funds become taxable to the employee.

10. Lump Sum Payment for the FY27 and FY28

A. Eligibility

- i. Member of PPOA as of July 1 of each fiscal year
- ii. Active employee and member of PPOA in any part of the pay period that includes March 1 of each fiscal year
- iii. Payment is based on member's Job Classification as of July 1 of each fiscal year

B. Payment/Analysis

- i. On February 1 of each contract year, the City shall obtain the Maximum Hourly Rates for the classifications of Police Officer and Police Sergeant from the cities of Avondale, Buckeye, Glendale, Goodyear, and Surprise (collectively referred to as the "Westside Benchmarks"). The City shall calculate the average Maximum Hourly Rate for each classification separately.
- ii. If the City of Peoria's Maximum Hourly Rate for either classification, as of February 1 of the applicable contract year, is below the corresponding Westside Benchmark average, the City shall compute the difference between Peoria's rate and the benchmark average. This difference shall be multiplied by two thousand and eighty (2,080) hours and paid to the affected member as a one-time lump sum payment.
- iii. Payment shall be made on the pay period that includes March 1.

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
Juneteenth	June	10
Independence Day	July	10
Labor Day	September	10
Veterans’ Day	November	10
Thanksgiving Holiday	November	10
Thanksgiving Holiday	November	10
Christmas Day	December	10

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

B. If the employee is not active (in pay status) for 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 employees will receive accruals for any actual holiday the employee was hired prior to (this is based upon an actual holiday and not a city-observed holiday). New or promoted employees will not receive any prorated floating hours. Promoted employees may transfer up to ten (10) Floating Holiday hours from previous Holiday Bank hours.

2. Using Holiday Bank Hours as Paid Time Off

A. Time-off may be used in fifteen (15) minute increments.

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

C. 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. An employee may elect to cash out any portion of their accrued holiday hours on any chosen calendar date.

4. Remaining Holiday hours at calendar year-end or upon separation will be cashed out.

A. End of year hours will be cashed out within the month of January.

5. 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 receive an additional premium payment of one-half (0.5) 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.

6. If the City is able to automate the Holiday premium process during the life of this MOU, the following statement will replace the statement above in section 5.

A. Without regard to the above sections, all hours worked between 12:01a.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 receive an additional premium payment of one-half (0.5) 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 police officer with a uniform allowance.

A. Fiscal Year 2027

- i. For FY27, the City agrees to provide each employee with eighteen hundred dollars (\$1,800) per fiscal year to facilitate the purchase and cleaning of required uniforms and equipment.
 - a. One-half (\$900) of this allowance will be paid on the pay period which includes August 1, and one-half (\$900) of this allowance will be paid on the pay period which includes February 1 for allowance only of reasonable expenses for cost, maintenance, and cleaning of uniforms, clothing, and equipment.
 - b. An eighteen-hundred-dollar (\$1800) payment will be made upon a new employee's AZPOST certification date or date of hire for lateral AZPOST certified Peace Officers. Subsequent payments will commence according to the outlined schedule above.

B. Fiscal Year 2028

- i. For FY28, the City agrees to provide each employee with two thousand dollars (\$2,000) per fiscal year to facilitate the purchase and cleaning of required uniforms and equipment.
 - a. One-half (\$1000) of this allowance will be paid on the pay period which includes August 1, and one-half (\$1000) of this allowance will be paid on the pay period which includes February 1 for allowance only of reasonable expenses for cost, maintenance, and cleaning of uniforms, clothing, and equipment.
 - b. A two-thousand-dollar (\$2000) payment will be made upon a new employee's AZPOST certification date or date of hire for lateral AZPOST certified Peace Officers. Subsequent payments will commence according to the outlined schedule above.

2. In consideration of the allowance provided above, all uniformed employees will provide and maintain their own uniforms in accordance with the City specifications 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 member of the tactical team (SAU) with the required clothing and safety equipment.
4. The City agrees to issue each member of the motorcycle unit (TSS) with required motor boots, breeches, and safety equipment.
5. The City agrees to issue employees assigned to the bicycle patrol with the required clothing and safety equipment.
6. The City agrees to issue employees assigned to the aviation unit with the required clothing and safety equipment.
7. The City agrees to provide body armor, safety equipment, duty handguns, and gun belts with required cases, pouches, and holsters to all employees in accordance with City specifications and Department Policy. Body armor will be purchased via the City's approved procurement contract or other mutually agreed upon contract.

Article 6: Hours of Work

1. Hours worked will include vacation, compensatory time, sick leave, industrial, bereavement, personal leave, holiday leave bank, physical fitness leave, and union donated leave for the purpose of calculating weekly overtime.
2. Duty hours for employees should be consecutive and consistent with other provisions of this agreement. However, temporary duty (TDY) assignments, limited duty, and/or disciplinary action/administration reassignment may necessitate members to have uncompensated lunches.
3. Duty hours of employees may consist of eight (8) hour, ten (10) hour, or twelve (12) hour shifts per a fourteen (14) day work period, equal to an eighty (80) hour pay period. Should the Department discontinue 4/10s on an employee-wide basis, the Association and affected employees will be given thirty (30) calendar days written notice prior to taking such action. The Department shall seek the input of the Association when new schedules are designed, reviewed, and implemented.
4. Employees will be allowed to work no more than a total of thirty (30) hours of additional time beyond their normal work schedule unless there is an operational necessity. This time will be determined by the employee and will include voluntary department overtime, extra duty, and off duty. This time will not include any involuntary time in which an employee is required to work.
5. 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 eighty (80) hours worked as defined in Article 6: Hours of Work of this Memorandum of Understanding in the applicable fourteen (14) day work period, even if such adjustment results in the employee not working on a regularly scheduled shift.
6. Between scheduled shift rotations, there will be a minimum of ten (10) hours off duty. 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 ten (10) hour period.

7. Canine Program

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

8. Change in Shift Assignment

- A. The Police Chief has the discretion to make involuntary changes in shifts, days off, or job assignments. These re-assignments will not be for arbitrary reasons.
- B. With the joint approval of the Association and the Department, employees may change shifts and days off prior to the next scheduled posting of shift assignments and rotation.
- C. 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.

9. Patrol Transfer List

- A. Command Staff shall be responsible for establishing, maintaining, and administering a Patrol Transfer Eligibility List for sworn officers and sergeants interested in voluntary transfers to patrol squad vacancies with the North or South Precincts.
- B. Command Staff shall make the Patrol Transfer Eligibility List available for employees to submit their names and preferred squads during a designated period, as determined by the Department, typically lasting approximately three (3) weeks. The list shall be accessible via a designated departmental system (e.g., I:/drive excel spreadsheet).

- C. Officers who have completed Field Training Officer Program have two (2) weeks to submit their names to the list by following the Department's specified process. Employees may remove their names at any time by notifying the designated Command Staff member and/or designee via email.
 - D. When a patrol squad vacancy occurs, the Police Department shall offer the position to the most senior employee on the relevant squad's list, who may accept or decline the transfer. If declined, the offer shall proceed to the next senior employee on the list. Upon acceptance, the transfer shall occur at the discretion of the Command Staff, and the employee's name shall be removed from the list, rendering them ineligible for further patrol transfers until the next list cycle.
 - E. If a transfer creates a new vacancy, the same seniority-based process shall apply until all vacancies are filled or the list is exhausted, unless Command Staff determines that it is in the best interest of the Police Department and articulates the reason for not exhausting the list. The Police Department retains the authority to fill any remaining vacancies at the discretion of the Command Staff.
 - F. The Patrol Transfer Eligibility List shall be updated at least semi-annually or as needed, consistent with operational requirements. This process shall not supersede shift bidding procedures under this MOU.
 - G. The employee must be eligible for shift bid, and subsequent vacancies created by the initial move are not available for bid.
10. 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. All eligible employees will bid for shifts and days off by seniority for their assignments at shift change.
 - B. Upon the completion of the shift bidding process, the new assignments indicating the employee's new shifts and days off will be posted no later than two (2) months prior to the effective date of the shift change.

11. 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 employees involved to ensure that attendance on the affected 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) calendar days of the work exchange.

12. Seniority 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 PTO/FTO.

 - 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.

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

Article 7: Overtime

1. Overtime will be worked and will be allowed if assigned by the Police Chief or his/her designee. Overtime will be calculated and paid at one and one-half (1.5) times the regular rate of pay for all hours worked in excess of eighty (80) hours in a fourteen (14) day work period.
2. In lieu of overtime pay, employees may accrue compensatory time at the rate of time and one-half.
3. 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 a 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 with notification and review every thirty (30) days.

Article 8: Compensatory Time

1. It is the City's normal practice to pay overtime as monetary compensation on the pay date associated with the pay period in which the overtime is worked. If requested by the employee, the Police Chief or designee will grant accrual of compensatory time in lieu of direct pay for regular overtime worked and for overtime earned for court appearances. Overtime for special events, emergencies, or grant-funded activities will be directly paid and will not be authorized as accrued compensatory time.
2. Compensatory time may be accrued up to a maximum of one hundred sixty-five (165) hours. Total compensatory time cashout will not exceed two hundred forty (240) hours per fiscal year.
3. 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 for the first employee making a request. In the event two or more employees request compensatory time off at the same time, department seniority will prevail.
 - 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 will accrue vacation on the last day of each pay period according to the schedule below.

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

- B. Laterally hired employees who are fully qualified will be hired at the accrual rate that is commensurate with the years of creditable service they bring with them, not to exceed that which is equal to the beginning of the 10th year. For the purposes of this section, “fully qualified” is defined as any officer who is currently AZPOST certified or who is eligible to take and who passes the AZPOST waiver, thereby having no need to attend the police academy before being assigned as a City of Peoria officer. For the purposes of this section, “years of creditable service” are defined as the years of full-time service as a peace officer.
- C. Any Vacation Leave accrued in excess of three hundred sixty (360) hours at end of day December 31 of each year 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.
- D. Paid vacation will be counted as hours worked for credit towards overtime calculation.
- E. When an employee is temporarily recalled to duty while on an authorized vacation out of the City and out of Maricopa County by order of the Police Chief or his/her designee, he/she will be reimbursed for necessary and provable transportation expenses as determined by the Police Chief.
- F. Employees may request a cashout of vacation accruals in excess of one hundred twenty (120) hours. A maximum of sixty (60) hours may be paid in any fiscal year, exclusive of the amount described in paragraph 1C above.

2. Sick Leave

- A. A full-time employee will be entitled to paid sick leave. Full-time employees will accrue sick leave at the rate of 3:42 (3 hours and 42 minutes) per pay period.
- B. In the event of an employee’s death while employed by the City, all of the employee’s accumulated sick leave hours will be paid to his/her designated beneficiary on file with the City of Peoria Human Resources Department.
- C. Sick leave will be counted as hours worked for credit towards overtime calculation.
- 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:

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

- i. Once a particular level is reached, ALL hours above one are paid at that designated percentage. Such payment will be made to the PPOA 401(a) account, subject to plan caps, any amount in excess of plan cap will be direct pay to the employee, as provided under the provisions of the agreement and City regulations. If the employee does not have a PPOA 401(a) account, the payment will be a direct cashout to the employee.
- E. Employees will be eligible to convert all accumulated sick leave to regular, straight-time pay into the employee’s PPOA 401(a) upon retirement (defined as an employee who retires and is eligible to receive PSPRS or ASRS retirement benefits, including disability retirement) in accordance with the following schedule:

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

- i. 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 PPOA 401(a) account, subject to plan caps, any amount in excess of plan cap will be direct pay to the employee, as provided under the provisions of the agreement and City regulations. If the employee does not have a PPOA 401(a) account, the payment will be a direct cashout to the employee.

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 (1) calendar year (as defined by pay periods) to the next calendar year. When used, personal leave will be deducted in quarter-hour increments.
- B. Personal leave will be counted as hours worked for credit towards overtime calculation.
- C. Upon separation, Personal Leave balances will be paid out at one hundred (100) percent 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 Industrial Commission of Arizona 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 to the employee.
- D. If injury/illness was incurred prior to July 1, 2009, and compensation is due on the claim, the employee will receive compensation directly from the insurance carrier. The employee must immediately endorse the check and provide the signed check to the Human Resources Department. Compensation will be provided through the regular payroll process.

- E. While on approved 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 the death of a relative. There shall be no accrual of bereavement leave, and an employee will generally have up to 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, step-child, son-in-law, daughter-in-law, sibling, step- sibling, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, half-sibling, great-grandparent, great-grandchild, great-aunt, great-uncle, first cousin, grand- niece, and grand-nephew.
- 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.

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 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 a PPOA designee to participate in the Healthcare Task Force.

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 distribution 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 sworn employee is killed in the line of duty or dies from injuries sustained in the line of duty, the City will pay or reimburse up to fifteen thousand dollars (\$15,000) toward funeral related expenses to the designated agent or service provider.
3. ARS 38-1114 provides a death benefit, should a sworn employee be killed in the line of duty or dies from injuries sustained in the line of duty. In the event ARS 38-1114 is repealed, this provision would be implemented.
4. In the event a sworn employee 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 pursuant to ARS 38-1114 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 or become Medicare eligible, the surviving spouse would not be eligible for coverage. Coverage is lost for dependent(s) if they are no longer considered a dependent.

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 interests of the City. Any extension of the sixty (60) calendar days will be with the recommendation of the Police Chief and will apply only to off-duty injuries.
3. With regard to on-duty injuries, the employee will be left on limited duty status until released by a physician certifying the officer is fit for full duty or until such time that the officer or the City seeks separation on behalf of the officer under the medical clause.
4. The Police Chief or his/her designee may provide an assignment within the scope of the officer's ability(s).

Article 13: Court Appearances and Callbacks/Callouts

1. Callbacks/Callouts

- A. When an employee has completed his/her regularly scheduled shift and is called back to perform work of any nature within two (2) hours after his/her regular shift, he/she will receive a guaranteed minimum of three (3) hours pay at the appropriate overtime rate.
- B. When an employee is called to work prior to his/her regularly scheduled starting time and continues to work into the regular shift, he/she will be paid for the time worked at the appropriate overtime rate up to the start of his/her regular shift. If an employee is called in at any other time, he/she will be guaranteed a minimum of three (3) hours of pay at the appropriate overtime rate.
- C. An employee called back because of his/her own negligence, whether in the proper care and use of City equipment or for his/her failure to complete official reports prior to securing for the day, will be paid for such callback at a rate of one and one half (1.5) times the officer's hourly rate of pay. However, the officer will not be eligible for the three (3) hour minimum pursuant to this section.
- D. For the purpose of calculating total work hours, only the time actually worked will be used.
- E. In the event of an All Call/Full Staff call out for emergency response, the employee will be compensated from the time he/she reports to duty if there are three (3) hours or more notice given. If there is less than three (3) hours' notice given, the employee will be compensated from the time the notice was given.

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 of overtime pay for court time. Should an employee have overlapping timeframes for court appearances, whether in-City or out- of-City, the employee will not be paid twice for the same time frame. This will apply to all subpoenaed court appearances and hearings. When recalled from leave, the employee will have the leave hours restored that are lost due to said appearance.

- 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 2A above.
- C. Any court time that falls within regularly scheduled work time will not be compensated as premium pay, as illustrated above.
- D. For the purpose of calculating total work hours, only the time actually worked will be used.

3. Off-Duty Arrests

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

4. On-Call Court Time

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

Article 14: Retirement Benefits

1. Employees who retire are defined as an employee who retires and is eligible to receive PSPRS or ASRS retirement benefits, including disability retirement.
2. DROP/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.
 - D. The City will discontinue the employee and employer's contributions to the PSPRS, as defined by the rules of the DROP program.
 - E. 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.
 - F. 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 federal and state tax deferred until the distribution of the funds occurs. Upon distribution, the funds become taxable to the employee.
 - G. 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.

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

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

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

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

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

Article 15: Administrative Investigation/Disciplinary Policy

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

2. The Department's definition of "just cause" as defined in this Agreement applies to Administrative Investigations:
 - A. Clear, understandable rules communicated to employees;

 - B. Conduct a 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.

Article 16: Probationary Period

1. The City and the Association have an interest in the success of all newly promoted employees, as a result:
 - A. All employees shall serve a probationary period of one (1) year when any of the following applies:
 - i. Promoted from Recruit to AZPOST certified peace officer.
 - ii. Hired as a lateral AZPOST certified peace officer.
 - iii. Hired as a lateral peace officer upon becoming AZPOST certified.
 - iv. Promoted to a police sergeant.
 - B. Probationary time shall be extended if probationary employee is on continuous leave or light-duty status in excess of thirty (30) calendar days.
 - C. The Police Chief may extend probation by up to six (6) months.
 - D. At any time during the probationary period, the Police Chief may, at their sole discretion, terminate the probationary employee. The decision is final.
 - E. An officer whose performance is unsatisfactory during the probationary period may be returned to a position in the employee's former classification, if such vacancy exists and the employee completed probation in their former classification. The demotion of a probationary employee shall not be arbitrary or capricious, nor shall it be subject to the grievance process.
 - F. A sergeant whose performance is unsatisfactory during the probationary period shall be returned to a police officer position in the employee's former classification and to the step previously held as a police officer.
 - G. 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.

H. Probationary employees will not be eligible for designation as a labor group representative.

Article 17: Seniority

1. Officer Seniority is defined as the length of full-time continuous employment as a peace officer with the City beginning on the date the employee becomes AZPOST certified or the date of hire for those officers already certified by AZPOST. Those officers having the same certification date will be ranked by serial number.
2. Sergeant Seniority is defined as length of continuous employment in the position of Sergeant with the City of Peoria. Two (2) or more employees with the same promotion date will be determined by test ranking.
 - A. The seniority list will be maintained and furnished by the Department to the Association for posting on the Association's bulletin board thirty (30) calendar days prior to the beginning of the shift bid process. The list will provide the names, job titles, and seniority ranking as established by this Article for all employees in the Department.
 - B. If a member leaves employment with the City of Peoria and is then rehired by the City of Peoria as a Police Officer, they will retain their initial seniority (as defined by MOU) as long as they are rehired within one year and one day of their initial end of employment.
 - C. If a member leaves employment as a PPOA member but remains a City employee and subsequently returns to a PPOA position, they will retain any previous seniority earned with PPOA. They will not be given credit for time spent in non-PPOA positions for purposes of seniority.
 - D. If a PPOA member is promoted and subsequently resigns from or is demoted from that assignment within twelve (12) months, all accrued seniority during the probationary period shall be maintained upon return to PPOA.
3. Seniority will be given due consideration in the selection of shifts and days off, provided the employee is otherwise qualified. Regardless of seniority, the Department reserves the right to place those employees whose performance standards need improvement on specific shifts and/or days off.
4. Seniority will be given due consideration in the selection of vacation and holidays after the shift bidding is completed and during the Department's designated two (2) week submission period. The vacation sign-up will be completed prior to the shift change.

Article 18: Random Drug Screen

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

Article 19: Grievance Procedure

1. The City and Association agree to use one grievance procedure for issues contained in this MOU.
2. 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.
3. 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 Supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level. If such informal discussion does not resolve the problem to the employee’s satisfaction, and if the complaint constitutes a grievance as herein defined, the employee may file a formal grievance in accordance with the following procedure. Employees may not use more than two (2) hours of duty time to prepare the formal grievance. Failure to complete and file a grievance within the specified time frame will automatically terminate the complaint. The employee is required to pursue the informal resolution process within fourteen (14) calendar days of the event or time of discovery.
 - B. Prior to the employee submitting a formal grievance, the PPOA will review the grievance in order to determine whether the issue is grievable. The PPOA President or designee will meet with the Chief, or designee, to see if the issue can be resolved. The purpose of this step is to reduce the number of grievances being filed.

4. Formal Grievance Procedure

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

B. Step 2

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

C. Step 3

- i. If the response of the second level of review does not result in a resolution of the grievance, the grievant and the Association may jointly invoke the Step 3 procedure to request arbitration by filing an appeal within fourteen (14) calendar days of receipt of the recommendation. Nothing precludes the City and the Association from mutually agreeing to combine more than one grievance into the same arbitration if they determine that multiple requests for arbitration fall under the same issue. Department management and the grievant, or their designated representative, will agree on an arbitrator. If they are unable to agree on an arbitrator within fourteen (14) calendar days (excluding City holidays), either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties will, within fourteen (14) calendar days (excluding City holidays) of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person will then become the arbitrator. The arbitrator so selected will hold a hearing as expeditiously as possible at a time and place convenient to all parties and will be bound by the following:
 - a. The arbitrator will neither add to, detract from, nor modify the language of the MOU or of Department rules and regulations in considering any issue properly brought to them.
 - b. The arbitrator will expressly confine themselves to the precise issues submitted to them and will have no authority to consider any other issue not so submitted to them.
 - c. The arbitrator will be bound by applicable State and City law.
 - d. The arbitrator will, within thirty (30) days from the close of the arbitration hearing, submit a recommendation to both parties.
 - e. The costs of the arbitrator and any other mutually incurred costs will be borne equally by the parties.

D. Step 4

- i. If the arbitrator's recommendation does not result in the resolution of the grievance, either party may submit the grievance to the City Manager or designee within fourteen (14) calendar days of receipt of the arbitrator's recommendation.
- ii. The City Manager or designee may accept, modify, or reject the arbitrator's recommendation. The City Manager or designee will submit their decision in writing to the grievant and the designated representative within twenty-one (21) calendar days of receipt of the appeal. The City Manager's or designee's decision is the final step in the Agreement appeal process.
- iii. Failure of Departmental representatives to comply with time limits specified in Step 1 and Step 2 will entitle the grievant to appeal to the next level of review, and failure of the grievant to comply with said time limits in this procedure will constitute abandonment of the grievance. The parties may extend time limits by mutual written agreement in advance.

Article 20: Labor/Management Committee

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 City agrees to include members of the PPOA in various departments and/or City labor management, operational and benefit meetings and committees.

Article 21: 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 of Understanding, neither the City nor its agents will, for any reason, authorize, institute, aid, or promote any lockout of employees covered by this Memorandum.
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 Section A of this Article, the City Manager or his/her 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 #88-13, Resolution 2025-97, and Peoria City Code Chapter 6 will be imposed on the Association, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.
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 Ordinance #88-13, Resolution 2025-97, and Peoria City Code Chapter 6, or any applicable laws.

Article 22: Fiscal Crisis

1. The parties to this MOU acknowledge that in the event of a fiscal crisis, the City may request the Association to modify this MOU for the purpose of including alternatives to temporary reductions in force or the permanent elimination of positions in City employment.
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 fourteen (14) calendar days to accept or reject the request. If the employee organization accepts the request, the process will be in a manner as close as practicable to the Meet and Confer process. If the Association rejects the request, the City may take any action legally permitted under state law, the City charter, code, and/or ordinances.

Article 23: Demotion and Recall

1. During times of severe fiscal crisis, it may be necessary for the City to eliminate programs and positions, lay off Officers or Sergeants, and/or demote Sergeants. In these instances, employees will be selected for demotion/layoff based on reverse seniority within their classification.
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 Officer and/or Sergeant positions.
5. Employees will be recalled back to Officer and/or Sergeant positions according to their previous classification seniority order.

Article 24: 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 Procedures, and activities constituting Labor-Management joint endeavors conducted under this MOU will not be interpreted as requiring the employer to count as hours worked, and any hours or fractions thereof spent outside the employee's work shift in pursuit of such benefits. The employer will count as hours worked, and time spent within the employee's regular work shift in pursuit of such benefits.

Article 25: Copies of Memorandum

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

Article 26: Term and Effect

1. This MOU will remain in full force and effect, commencing on July 1, 2026, and terminating on June 30, 2028.
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 MOU.
3. This MOU constitutes the total and entire agreements between the parties, and no verbal statement or prior written agreements will supersede any of its provisions.

Signatures

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

CITY OF PEORIA

PEORIA POLICE OFFICERS' ASSOCIATION

By:

By:

Henry Darwin, City Manager

Matthew Miller, Sergeant
President & Lead Negotiator, COPPS

Christine Nickel
Human Resources Director

David Ayres, Officer
President, PPOA

Breanne Nelson
Lead Negotiator

Daniel Stipp, Officer
Vice-President, COPPS

Theresa Brenholt
Negotiation Team Member

Michael Wadsworth, Officer
Treasurer, PPOA

ATTEST:

APPROVED AS TO FORM:

Agnes Goodwine, City Clerk

Emily Jurmu, City Attorney