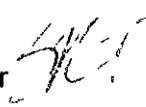


**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

CC 120
Amend No _____

Date Prepared June 3, 2008

Council Meeting Date June 17, 2008

TO Honorable Mayor and City Council
FROM Terry Ellis, City Manager
THROUGH Susan K Thorpe, Deputy City Manager 
PREPARED BY Jackie Peterson, Interim Human Resources Director 
SUBJECT American Federation of State, County and Municipal Employees, Local 3282 Memorandum of Understanding (M O U), July 1, 2008 to June 30, 2009

RECOMMENDATION

Approve the attached tentative Memorandum of Understanding (M O U) with the American Federation of State, County and Municipal Employees (A F S C M E), Local 3282 for a one-year contract for Fiscal Year 2009

SUMMARY

On February 14, 2008, the City's Management Negotiating Team and the leadership of the American Federation of State, County and Municipal Employees (A F S C M E) began a Meet and Confer process for discussions on the current Memorandum of Understanding (M O U) This process was concluded in May of this year, with tentative agreements for various subject items which would be in effect for a one-year period This M O U was subsequently ratified by the membership of A F S C M E

The major elements in the upcoming M O U are as follows

TERM OF AGREEMENT

- The agreement is for a one-year period, beginning July 1, 2008 through June 30, 2009

BASE WAGE

- A wage increase of 2.5% will be afforded to A F S C M E membership, effective the first full pay period in July 2008

CITY CLERK USE ONLY

- Consent Agenda
 Carry Over to Date _____
 Approved
 Unfinished Business (Date heard previous _____)
 New Business

ORD # _____ RES # _____
LCON# 14008 LIC # _____
Action Date _____

OTHER PAY

- One-time lump sum payment of \$1,000 00 will be provided to each Unit member
- Unit member employees regularly assigned to 2nd and 3rd shifts will be given a \$0 10 increase to their hourly wage
- Boot Allowances will increase from \$150 to \$200 per year

BENEFIT ISSUES

- Similar to other bargaining units, the City will eliminate the 7-day wait period for industrial leave

ATTACHMENT Memorandum of Understanding, FY 2009

MEMORANDUM OF UNDERSTANDING

2008 - 2009

CITY OF PEORIA

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND

MUNICIPAL EMPLOYEES

LOCAL 3282

L CON 14008

TABLE OF CONTENTS

PREAMBLE		1
Article 1	Recognition	1
Article 2	Gender	1
Article 3	Employee Rights and Responsibilities	1-2
Article 4	Union Rights	2-5
Article 5	Management Rights	5
Article 6	Grievance Procedure	5-8
Article 7	Leave	8-10
	Sick Leave	8
	Leave without Pay	9
	Industrial Leave	9-10
	Bereavement Leave	10
Article 8	Vacation	10-11
Article 9	Holidays/Holiday Pay	11
Article 10	Hours of Work	12
Article 11	Rest and Lunch Periods	12
Article 12	Educational Assistance Policy	12
Article 13	Wages	12-13
Article 14	Standby Pay	13
Article 15	Out of Class Pay	13
Article 16	Longevity Pay	13
Article 17	Sick Leave Conversion at Retirement	14
Article 18	Overtime	14
Article 19	Compensatory Time	15
Article 20	Uniform Allowance	15
Article 21	Required Licenses	15
Article 22	Health and Dental Insurance	15-16
Article 23	Life Insurance	16
Article 24	Seniority	16
Article 25	Safety Committee	17
Article 26	Labor/Management Committee	17
Article 27	Bumping in Layoff	17-18
Article 28	Prohibition of Strikes and Lockouts	18
Article 29	Savings Clause	18
Article 30	Term and Effect	18-19

PREAMBLE

Whereas, the well-being and morale of the employees of the City are benefited by providing employees an opportunity to participate in the formal process of meeting and conferring concerning wages, hours and working conditions of their employment, and

Whereas, the parties hereby acknowledge that the provisions of the Memorandum of Understanding (hereinafter MOU) are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or ordinances of the City of Peoria

Whereas, the parties through their designated representative met and conferred in good faith pursuant to Ordinance #87-57 in order to reach agreement concerning wages, hours and working conditions of employees' comprising the AFSCME Unit of the City of Peoria

Now Therefore, the City of Peoria, hereinafter referred to as the "City", and Local 3282, as an affiliate of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Association", having reached this complete agreement concerning wages, hours, and working condition for the term specified, the parties 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 Recognition

- 1 The City recognizes the Association as the sole and exclusive Meet and Confer agent, pursuant to Ordinance #87-57, for the purpose of representation regarding wages, hours, and working conditions of employment for all AFSCME Unit Employees
- 2 The City and the Association agree that the primary objective of the City is to provide good faith, fair treatment, and quality service to the citizens of Peoria in the most efficient manner. To achieve this objective requires the united efforts and teamwork of the City, its employees, and AFSCME

Article 2 Gender

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 they would so apply

Article 3 Employee Rights and Responsibilities

- 1 All Unit employees will have the right to have the Association serve as their "Meet and Confer" representatives as set forth in Ordinance #87-57, without discrimination based on membership or non-membership in the Association
- 2 Management and AFSCME agree not to interfere with the right of employees to become or not become members of AFSCME and further, that there will be no discrimination or coercion against any employee because of AFSCME membership or non-membership
- 3 Management will not take disciplinary action or punitive action against an employee that impedes or interferes with that employee's exercise of any right granted under the law or under this MOU
- 4 All employees will have the right to be represented by the Association in grievances alleging violation of the specific terms of this agreement. AFSCME representation for the purpose of discipline and grievances meetings may include up to three (3) City employees and one (1) non-City AFSCME representative. If AFSCME leadership believes there are circumstances with a discipline or grievance meeting that necessitates more representatives being present, they may request an

exception to increase the total number of representatives. For other meetings, representatives will be determined mutually on a case-by-case basis.

- 5 All employees have the right to present their own grievances in person alleging violation of the specific terms of this agreement with or without representation provided the Association is notified of the pending grievance. No resolution will be reached with any Unit employee which conflicts with the purpose and intent of the negotiated terms of this agreement.
- 6 Any employee covered hereunder or his representative designated in written form signed by the employee will, on request and by appointment, be permitted to examine his/her Personnel File.
- 7 No employee will have any adverse comments entered into his/her Personnel File without receiving a copy of the adverse comment. Employees must acknowledge receipt by signing the document presented.
- 8 Employees may, at their discretion, attach a statement of rebuttal of specific reference to any material, past or present, contained in their Personnel File which may be adverse in nature.
- 9 A letter of reprimand, or documented reprimand which does not contain a notice of suspension or demotion, will be active in an employee's personnel file for not longer than one (1) year provided there are no subsequent disciplinary actions of any kind. A notice of suspension or demotion will be active in an employee's personnel file for a period of not longer than three (3) years provided there are no subsequent disciplinary actions of any kind. A change in status of said letter(s) or notices from an employee's personnel file after the prescribed time frame would require the employee to submit a written request through their appropriate chain of command to the Human Resources Department, which will make the final decision regarding a change in status of the letter or notice. The letter will be removed from the personnel file and will not be used for any subsequent disciplinary actions. If required by law, the City may retain the letter outside of the personnel file or remove it according to the law.
- 10 Employees are expected to adhere to the following standards:
 - a Employees will follow City departmental rules and procedures.
 - b Employees will demonstrate an attitude and willingness to accomplish all of their assigned duties to the best of their abilities.
 - c Employees will conduct themselves on the job and off the job with the goal of bringing honor to the City and public service.

Article 4 Union Rights

- 1 The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the AFSCME Unit as determined by the Peoria City Council in Ordinance #87-57.
- 2 The City agrees that when orientation sessions are conducted by the Human Resources Department with new AFSCME unit employees, the Association will be invited to participate in the process. The purpose of this Association participation is to share information with new employees regarding AFSCME membership and benefits and to distribute enrollment forms. To facilitate these meetings AFSCME membership will receive a list of new employees prior to the meeting date.
- 3 Certain specified shift representatives of the Association have the right to paid release time under the Grievance Procedure herein as follows:

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- a A shift representative may, when the Association is designated in writing by a grievant as his/her representative, attend mutually scheduled grievance meetings and hearings with department representatives without loss of pay or benefits
- b The employee and the employee's designated representative will be afforded the opportunity to use a reasonable amount of work time in conferring and preparing or presenting the grievance. Department managers, will determine, what is a reasonable amount of work time to be granted to the grieving employee and employee representative
- c The Association representative is required to request and obtain permission of his/her immediate supervisor to absent himself from his/her duties to attend scheduled grievance meetings. A representative wishing to enter a work area for the purpose of investigating a formal grievance must first request and obtain the permission of the work area supervisor. Permission will not be unreasonably withheld, giving proper consideration to essential work of the department and the occupational safety of the shift representative

4 Union Representatives

- a The Association may designate representatives as follows
 - Seven (7) Executive Board Members
 - Nine (9) Stewards
 - One (1) Chief Steward
 - b All stewards will be appointed by the President or his/her designee. No more than two (2) of the ten (10) total designated stewards will be employed in any single department (Budget, City Attorney, City Manager, City Clerk, Communications and Public Affairs, Community Development, Community Services, Economic Development, Engineering, Finance, Fire, Human Resources, Information Technology, Municipal Court, Police, Public Works, and Utilities). Probationary employees will not be eligible for designation as a representative. The Association will use its best efforts to have a designated Steward from among employees regularly at a service area
 - c The Association will appoint one (1) of the ten (10) stewards as Chief Steward. No steward will be recognized as Chief Steward until 48 hours after written notice to the City's Human Resources Director of his/her appointment. The Chief Steward or his/her designee is responsible for assigning stewards as needed to meet representational needs
 - d If the Chief Steward needs to leave his/her area of service for a reasonable period of time to assist another steward for the purpose of working on an unresolved grievance appeal/hearing of a grievance, or a matter of discipline, he/she will request and obtain permission from his/her immediate supervisor. If leave cannot be granted, due consideration will be given to a request that an alternate steward be permitted such leave as "acting Chief Steward"
 - e It is agreed that a steward will not log compensatory time, overtime, or any other premium pay for the time spent performing any function of a steward
- 5 In July and January of each year covered by this Agreement, the Association will provide the City with a complete list of current Association Representatives (Executive Board Members and Stewards). The Association will provide names of newly appointed Association Representatives (Executive Board Members and Stewards) and the name of any employee no longer serving as a representative within five (5) days of such change in designation

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6 Paid Release Time for Union Business

For each individual fiscal year (July 1 through June 30) during the term of this MOU the Association will, subject to operational and scheduling requirements be allowed release time with pay up to a maximum of one thousand (1000) hours per MOU year for elected officers, trustees, executive board members, representatives, and members appointed by the President to attend Association business and Executive Board meetings or to attend Association seminars and conventions

Notice of events and names of employees and their alternates attending should be submitted as soon as such information is available and must be submitted to the Department Head or his/her designee by the Association not later than forty-eight (48) hours in advance of the release time. An alternate may be substituted for the original selection with notification twelve (12) hours in advance

- 7 Upon request, in July and January of each year covered by this Agreement the City will provide the Association a list of AFSCME Unit personnel on City payroll deduction in July and January during the term of this agreement indicating name, and job assignment. The Association agrees to use this list solely for purposes of communicating with Unit personnel and will not share this information with other individuals or organizations
- 8 During the life of this Agreement, the City agrees to deduct bi-weekly membership dues levied by the Association from the pay of each employee who completes and AFSCME dues authorization form. The City assumes no liability on account of any action taken pursuant to this paragraph
- 9 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 appropriate employer representative. Such visitations will be for the reasons of the administration of this agreement. The Unit agrees that such activities will not interfere with the normal work duties of employees. The City will provide the Association, upon request, non-confidential and readily available information concerning the Unit that is necessary to Association representatives for negotiation, and is not otherwise available to the Association, such as personnel census, employee benefit data, and survey information. Such requests will be made through the City Manager or his designee

10 Facilities and Services

The Association, through its designated representatives, may distribute materials on the City premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided that both the employee distributing and the employee receiving such materials are on non-work periods

- a The City will provide the Association with up to nine (9) accessible bulletin boards for its use in communicating with its members, in worker assembly areas or other non-work locations. The City will grant sole and exclusive use of such bulletin boards to the Association
 - b The Union may grieve arbitrary obstruction by the City to Association posting or distributing of official Association literature
 - c The parties agree that this article does not authorize or approve the posting or authorization for distribution of material that is political in nature, abusive of any person or organization, or disruptive of City department operations
- 11 The City agrees that AFSCME will have the opportunity to hold luncheon/orientation meetings on City property. These meetings will be used for the purpose of member benefits orientation. The meetings will be arranged in advance between the Association and the City

- 12 When possible, the City will provide forty-eight (48) hours notice for meetings in which Association representative is party to the meeting

Article 5 Management Rights

- 1 The Association recognizes that the city has and will continue to retain whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services
- 2 The City Manager and the Department Head 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
- 3 The exclusive rights of the City will include 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 controls and 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 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. Nothing herein will be construed to diminish the right of the city under Ordinance 87-57
- 4 To adopt and to manage its budget, provide for the funding of certain levels of service, to add, delete, modify, or suspend certain programs, functions, divisions, and departments as the City Council in the exercise of its legislative authority to create and manage the City's budget determined to be necessary and appropriate
- 5 The Association will provide the City names of new stewards, department employed and name of previous steward within five (5) days of appointment
- 6 The enumeration of the above rights is illustrative only and is not to be construed as being all inclusive

Article 6 Grievance Procedure

1 Definition of Grievance

A "grievance" is a written allegation by an employee, submitted as herein specified, claiming violation(s) of the specified express terms of the Memorandum of Understanding

A grievance is defined as a dispute or difference of opinion between an employee covered by this Agreement and the City, involving the meaning, or application of the expressed provision of this Agreement. In the event of such dispute, the matter will be treated as a grievance and be settled by the grievant and the City in accordance with the procedures defined in this Article

- a Grievant, as used in this Procedure, will mean an individual employee, a group of employees, or AFSCME
- b Employees filing a grievance may request AFSCME representation throughout all steps of the grievance procedure

2 Informal Resolution

Employees who believe that they have a complaint concerning a violation of the Agreement should promptly inform and discuss it with their immediate supervisor. The purpose of this discussion is to clarify the matter and attempt to resolve the problem at the employee-immediate supervisor level. An employee may request the assistance of another person of the employee's own choosing in preparing and presenting a grievance through all grievance steps. The employee must bring the matter to the supervisor's attention within ten (10) working days (excluding City holidays) of the event that led to the complaint.

If such informal discussion does not resolve the problem to the Unit employee's satisfaction, and if the complaint constitutes a grievance as defined in Section 1, above, the Unit employee may file a formal grievance in accordance with the following procedure. Failure to complete and file a grievance form will automatically terminate the complaint.

3 Time Limits

- a Failure of the grievant to comply with the time limits in this Article will constitute abandonment of the grievance.
- b Failure of departmental representatives to comply with time limits specified in Step 1, Step 2, and Step 3 will entitle the grievant to appeal to the next level of review. Any failure to meet time limits by departmental representatives will be considered as a factor in the review at the next level of the process.
- c Departmental representatives may extend time limits by notifying the grievant and the bargaining unit in advance and designating an alternate time limit. In the usual case an extension will be requested to accommodate absences or other lack of availability.

4 Formal Grievance Procedure

In processing a formal grievance, the following procedure will apply.

Step 1 Written Grievance

The Unit employee will reduce his 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 ten (10) working days (excluding City holidays) of the informal resolution meeting with the supervisor. The grievance must specify the express terms (including article number) of the Agreement which has been violated. A copy of all grievances will be sent by the Association President to the Human Resources Director. Once the grievance is submitted in writing, it will not be materially changed throughout the grievance procedure.

Either party will then request that a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. Either party may involve the unit manager (where such position exists) in the meeting. Such meeting will be scheduled to occur within ten (10) working days (excluding City holidays) from the date of the written grievance. Such timeline will be extended to accommodate scheduled absences of the parties.

Following the meeting, if the matter is not resolved, the supervisor will submit a written response to the grievant and the grievant's representative, if any, within ten (10) working days (excluding City holidays) of the meeting.

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Step 2 Appeal to the Department Head and Subsequent Review and Response

If the response of the first level of review does not result in resolution of the grievance the grievant may appeal the grievance by signing and completing the form and presenting it to the Department Head within ten (10) working days (excluding City holidays) of the grievant's or his/her representative's receipt of the level one response.

Either party will request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Such meeting will be scheduled to occur within ten (10) working days (excluding City holidays) from the date of the written appeal. Such timeline will be extended to accommodate scheduled absences of the parties.

Following the meeting, if the matter is not resolved, or upon the receipt of the appeal the Department Head will submit a written response to the grievant and the grievant's representative, if any, within ten (10) working days (excluding City holidays) of the meeting.

Step 3 Appeal to the Grievance Committee and Subsequent Review and Response or Recommendation

If the response of the Department Head does not result in resolution of the grievance, the grievant and the Association may submit the grievance to the Grievance Committee for review and recommendation within ten (10) working days (excluding City holidays) of the receipt by the grievant or his/her representative of the Step 2 response. The Grievance Committee will consist of two (2) representatives of Local 3282 who were on the negotiating committee and two (2) representatives of the City Manager who were on the negotiating committee.

These four (4) individuals will review the grievance and submit a recommended disposition of the matter within ten (10) working days (excluding City holidays) from the date of the Committee meeting to the City Manager. The recommendation must not alter, modify or otherwise be contrary to the language of the Agreement.

Step 4 Arbitration

If the Grievance Committee recommendation does not result in the resolution of the grievance, the grievant and the Association may jointly invoke the Step 4 procedure by submitting an appeal within ten (10) working days (excluding City holidays) of the receipt of the recommendation. City management and the grievant, or their designated representatives, will then agree on an arbitrator. If the parties are unable to agree informally within a reasonable time, the parties will jointly request a list of five (5) arbitrators who have had experience in the public sector. The parties will, within ten (10) working days of the receipt of the list, select the arbitrator by alternately striking names from the list until one name remains, with the bargaining unit striking first. Such person will be deemed to have been selected by mutual Association of the parties.

- a 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
- b The arbitrator will have no authority to add to, subtract from, or modify any of the terms of this Agreement or of Department rules and regulations in considering any issue properly before him/her,
- c The arbitrator will expressly confine his/her recommendation to the precise issues submitted in the written grievance and will have no authority to consider any other issue not so submitted,
- d The arbitrator will be bound by applicable State, City and Federal law,

- e The arbitrator will, within thirty (30) days from the close of the arbitration hearing submit a recommendation to both parties, and
- f All costs of the arbitration will be equally shared by the parties except
 - i Each party will be individually responsible for all costs associated with the presentation of their case,
 - ii Costs of a court stenographer or other transcription fees will be paid by the party requesting the service

Step 5 Appeal to the City Manager

If the arbitrator's recommendation does not result in the resolution of the grievance, either party may submit the grievance to the City Manager within ten (10) working days (excluding City holidays) of receipt of the arbitrator's recommendation

The City Manager may accept, modify, or reject the arbitrator's recommendation. The City Manager will submit his/her decision in writing to the grievant and designated representative within fifteen (15) working days of receipt of the appeal. The City Manager's decision is the final step of the appeal process.

- 5 The City will notify the Association of final resolutions of grievances and disciplinary actions where the Association has not been designated as the grievance's representative for the purpose of allowing the Association to ascertain that a final resolution will not be contrary to the terms of the Agreement

Article 7 Leave

1 Sick Leave

All full-time employees will be entitled to paid sick leave. Employees will accrue sick leave at the rate of eight (8) hours each complete calendar month of work.

Employees will accrue unused sick leave from previous years to a total of one thousand, forty (1,040) hours. Any accrual above 1,040 at the end of April will be paid at 50% during the month of May.

2 Emergency Clause

It will be the policy of the City of Peoria to allow emergency donations of vacation leave by any City employee to another City employee to cover catastrophic illness or injury. Catastrophic is defined as a serious health condition which involves incapacity or treatment requiring inpatient or outpatient care or any subsequent treatment in connection with such inpatient or outpatient care, or continuing treatment by a health care provider from said inpatient or outpatient care.

- a This donation of vacation will be limited to the amount needed by the employee to cover an absence of no more than thirty (30) calendar days. Employees must exhaust their own sick and vacation balances prior to being allowed to receive donated vacation leave time.
- b Donations must be transferred and credited in eight (8) hour denominations.
- c Donations must be submitted on the City-approved form.

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3 Leave without Pay

Leave of absence without pay may be granted to a regular employee, upon written request for a period not to exceed ninety (90) calendar days by the City Manager. 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. Failure, without good cause of the employee on leave, to report promptly when leave has expired will be considered as a resignation except that an additional leave of absence without pay not to exceed ninety (90) calendar days may be granted, upon subsequent written request, by the City Manager for good cause, that is, covered injury, sickness or pregnancy. The additional leave in combination with the original leave will not exceed one hundred eighty (180) calendar days of both paid and unpaid absence. There will be no accrual of sick leave or vacation leave while on leave of absence without pay.

4 Industrial Leave

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.

Industrial leave is not accrued, but is available through the State Industrial Commission in conjunction with State Law and City Policy. During the first week of industrial leave an employee's leave balances and accruals will remain whole. This clause will be re-evaluated in subsequent negotiations.

a Job Related Injury

All 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.

b Over One Week of Industrial Leave

While on industrial leave, sick leave is deducted at two (2) hours and forty (40) minutes per day for five (5) day 40-hour work week employees. Sick leave is deducted at three (3) hours and twenty (20) minutes per day for four (4) day 40-hour work week employees.

When the check from State Compensation is received, the employee will endorse the check and turn it in to the City.

When sick leave has been exhausted, vacation leave will automatically be used. No sick leave or vacation time is accrued while an employee is on industrial leave without pay.

c Industrial Leave - Benefits

The City will provide \$15,000 for each fiscal year covered by this agreement for the AFSCME Unit to provide Industrial Leave pay as follows:

- i The City agrees to pay the difference between the employee's net base and, as calculated by the City, and the Statutory amount paid by Arizona State Worker's Compensation Fund up to a maximum of thirty (30) calendar days.
- ii After thirty (30) calendar days of Industrial Leave, Leave Article 7 Leave, Section C will apply.

5 Bereavement Leave

- a Each full-time employee and benefited part-time employees will be entitled to use up to three (3) days of bereavement leave in the case of death of a member of the immediate family. If out-of-state travel or other conditions warrant, the City will grant up to an additional two (2) days bereavement leave. Prior approval of the additional time must be approved by the Department Head or his designee. This leave will be used for bereavement purposes only.
- b Immediate family will include the following: husband, wife, son, daughter, step-children, mother, father, brother, sister, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, grandparents, grandchild or other legal dependent. Biological, adopted, foster, legal wards or step relationships are considered immediate family under this definition.
- c For the purposes of the Bereavement Leave article, relationships existing due to marriage will terminate upon the death or divorce of the relative through whom the marriage relationship exists.

6 Personal Leave

Each full time employee will receive sixteen (16) hours of personal leave annually, granted in the first pay period of the calendar year. Such leave may be used in one (1) hour increments. Employees must give reasonable notice to the supervisor to use personal leave, however, ten (10) day notice is not required. Advance approval is required for use of four (4) or more hours of personal leave, or for use of personal leave when an employee requests to leave the job site after reporting to duty. Such leave will have cash value at termination or retirement and will not carry over from year to year.

Article 8 Vacation

1 Use of Vacation

- a Vacation leave will be taken with the approval of the Department Manager concerned, with preference based on seniority.
- b Vacation will only be taken during such time which will not disrupt the work schedule of the department.
- c Each eligible employee will be entitled to take accrued vacation leave upon completion of six (6) months of full-time or part-time benefited employment.
- d Eligible employees will submit a Request for Absence form not less than ten (10) working days prior to the first day of the requested vacation leave. Department directors may waive the ten (10) day advance notice at their discretion.
- e In the event that vacation leave is denied, the employee will be given notice in writing no less than one (1) week prior to the start of said vacation.
- f Employees will be allowed to deduct vacation time in quarter-hour increments.
- g Vacation cash-out shall be as follows:
 - 1) Following completion of 10 years of full time or regular part time service, AFSCME represented employees may request payment for vacation hours in excess of 120 hours. A maximum of 40 hours will be paid in any fiscal year. Requests for payment shall not reduce the balance of hours below 120 hours.

- 2) Requested payments will be made in June and December based on balances at the end of May and November

2 Vacation Schedule

<u>Year of Employment</u>	<u>Vacation Days</u>
1 - 4	10
5 - 9	12
10 - 14	15
15 or more	20

Article 9 Holidays/Holiday Pay

- 1 The following holidays will be official holidays for all employees

New Year's Day	January 1
Martin Luther King Jr Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	4 th Thursday in November
Thanksgiving	Day after Thanksgiving
Christmas Day	December 25

Whenever a holiday falls on a Saturday, it will be observed on the preceding Friday. Whenever a holiday falls on a Sunday, it will be observed the following Monday. For the purposes of determining premium pay as described in Section 5 below, New Year's Day, Independence Day, Veteran's Day and Christmas will always be paid premium pay for the dates January 1, July 4, November 11, and December 25 respectively regardless of the official day of City observance (the day on which holiday pay is paid)

- 2 Holiday Pay on Scheduled Day Off If a holiday falls on a ten (10)-hour employee's regularly scheduled day off, the employee will receive eight (8) hours holiday pay at straight time or eight (8) hours compensatory time, depending on the department procedure, if a holiday falls on an eight (8) hour employee's regularly scheduled day off, the employee will receive eight (8) hours holiday pay or eight (8) hours compensatory time, depending on the department procedure
- 3 Holiday Pay on Regularly Scheduled Work Day When Employee Does Not Work If a holiday falls on a ten (10) hour employee's regularly scheduled work day, but the employee takes the holiday off, the employee will be paid ten (10) hours holiday pay at straight time, if a holiday falls on an eight (8) hour employee regularly scheduled work day, but the employee takes the holiday off, the employee will be paid eight (8) hours holiday pay at straight time
- a Holiday Pay on Scheduled Workday When Employee Works If a holiday falls on an employee's regularly scheduled workday and the employee is required to work on the holiday, the employee will be paid (8) hours holiday pay for those working 5/8's and ten (10) hours holiday pay for those working 4/10's at his/her regular hourly rate of pay
- b Premium Pay for Hours Worked In addition to holiday pay described in Sections 2, 3, and 4 above, all hours actually worked on the holiday (midnight to midnight) will be paid premium pay at time and one-half of the employee's regular rate of pay. Such premium pay will be for the day

of City observance for all holidays, except that New Year's Day, Independence Day, Veterans Day and Christmas will always be paid for the dates January 1, July 4, November 11 and December 25 respectively regardless of the official day of City observance.

Article 10 Hours of Work

- 1 Eight (8) hours or ten (10) hours, excluding unpaid breaks, will constitute a day's work. Five (5) days of eight (8) work hours, or four (4) days of ten (10) work hours in the seven (7) day's work period will constitute a work week. The work schedule of all employees will be established by each Department Head.
- 2 The established work schedule will not be arbitrarily changed without just cause or reason. Except in the event of a justifiable emergency, a written notice will be submitted to all effected employees no later than two (2) weeks prior of said changes in established schedules.
- 3 Employees required maintaining a Commercial Driver's License (C D L) in accordance with their assigned position, will receive a maximum of two (2) continuous hours, paid at the straight time rate, to renew the required C D L only during their regularly scheduled work day, when necessary, provided a 10-day advance notice has been requested and approved by the department.

Article 11 Rest and Lunch Periods

- 1 All employees will be allowed two (2) paid non-work periods of fifteen (15) minutes during each work shift. One such period will be observed during each one-half day of work.
- 2 All employees will be allowed to an unpaid lunch period in conformance with the work schedule within each department.

Article 12 Educational Assistance Policy

Employees wishing to continue advanced education are eligible for the tuition assistance program as offered City-wide.

Article 13 Wages

- 1 The pay schedule set forth in Attachment A will be the pay schedule in effect for first pay period to include July 1, 2008 through the last pay period, ending approximately June 30, 2009. The salary schedule will be paid to all full time employees if the normal work week is worked or fulfilled as paid leave.
- 2 All step increases are subject to a satisfactory or better performance review. Employees will be eligible, provided they meet the above, for a step increase on their review date.
- 3 Each step increase will be the equivalent of two, two and one-half percent (2.5%) step increases for a maximum of five percent (5%). A cost of living adjustment (COLA) of 2.5% is agreed upon for the fiscal year beginning July 1, 2008, with a one-time lump sum of \$1000.00 per employee.
- 4 The City will match each employee's voluntary contribution of \$15.00 per pay period to the deferred compensation plan for twenty-six (26) pay periods per year.
- 5 Employees who are regularly assigned to swing/2nd shift will receive thirty-five, 35 cents (\$0.35) per hour and employees regularly assigned to graveyard/ 3rd shift will receive forty-five, 45 cents (\$0.45) per hour. Shift hours will be determined by management.

- 6 Employees designated and assigned by management whose regular duties routinely require the frequent verbal translation from English to Spanish and Spanish to English will be paid fifteen dollars (\$15 00) per pay period

Employees who have been designated and assigned by management and successfully completed the City testing for reading, writing and speaking in Spanish will receive thirty dollars (\$30 00) per pay period

Employees must pass an initial proficiency test to receive bilingual pay. Thereafter employees may be tested periodically to ensure proficiency. The bilingual pay program and applicants will be reviewed, with input from AFSCME President or his/her designee, to determine the necessity of assignments throughout the City.

Article 14 Standby Pay

When an employee is required to be available for emergency call back at times that the employee is not otherwise on duty, the employee will be compensated for such stand-by hours at two dollars and fifty cents (\$2 50) per hour for hours on standby.

Article 15 Out Of Class Pay

- 1 Unit personnel who are temporarily upgraded by management to perform substantially the full range of duties and responsibilities of a higher classification will receive the minimum rate for the higher classification or a one step differential (5%) in the event of overlapping ranges for all time actually worked in the higher classification in excess of eight (80) full-time qualifying hours.
- 2 The higher rate of pay will be used in computing overtime when overtime is performed in the higher classification. The overtime rate will be the rate established by the overtime regulations that apply to the higher classification.
- 3 The time worked in a higher classification will not be credited toward the completion of probationary requirements in the higher classification.
- 4 Out of class pay is not authorized if the organization of a work unit is such that each Unit member carries on his normal duties during the temporary absence of a supervisor. Temporary absence will mean four (4) hour or less.
- 5 No credit or compensation will be allowed unless verified by the appropriate supervisory report (authorization form and payroll sheet). Upgraded by management will mean directed or requested by an authorized management representative to perform substantially the full range of duties and responsibilities of a higher classification.

Article 16 Longevity Pay

- 1 All full-time employees of the City will be entitled to longevity pay in addition to their regular monthly pay, as follows:
 - a Upon completion of five (5) years continuous full-time service, ten dollars (\$10 00) per month
 - b Upon completion of ten (10) years of continuous full-time service, fifteen dollars (\$15 00) per month
 - c Upon completion of fifteen (15) years continuous full-time service, twenty-five dollars (\$25 00) per month

- d Upon completion of twenty (20) years continuous full-time service, thirty-five dollars (\$35.00) per month

[SCRIVENER'S NOTE

During the re-type of the AFSCME MOU, portions of Article 16, Longevity Pay were inadvertently omitted. Article 16, paragraph 1a-d, have been included in this MOU.]

- 2 Longevity is awarded on the last paycheck before Christmas
- 3 Employees hired after July 1, 1989 will not be entitled to longevity pay in addition to regular monthly pay

Article 17 Sick Leave Conversion at Retirement

Employees who have accumulated a minimum of two hundred (200) qualifying hours or more of unused sick leave at the time of retirement will be eligible for payment of an amount of compensation equal to fifty percent (50%) of the employee's base hourly rate for all accumulated hours.

In the event of an employee's death while employed by the City, the above will be paid to his/her designate beneficiary.

Article 18 Overtime

- 1 All overtime must be authorized and assigned by a supervisor. Employees are required to work overtime and standby when assigned. However, when making such assignments supervisors will consider circumstances that cause an unusual burden on an employee and, when possible, make alternative arrangements.
- 2 Overtime will be calculated and paid at one and one-half (1.5) times the amount of the employee's hourly rate for hours in excess of forty (40) hours per week, defined as Saturday through Friday.
- 3 Authorized vacation, compensation, and personal leave time will be considered as time worked for the purposes of weekly overtime calculation.
- 4 Employees will receive a minimum of two (2) hours pay at overtime rates when called out or called back to work.
- 5 Scheduled Overtime. The City will consider City-wide seniority within a work group as a factor in assigning scheduled overtime. Scheduled overtime will be defined as overtime that covers scheduled vacation, training, or other pre-approved absence from the work group, or planned work outside of the normal work schedule. The most senior employee in a specific job classification within a work group will be offered all scheduled overtime. Upon refusal of overtime, the next most senior employee will be offered the scheduled overtime. In the event an insufficient number of employees accept the overtime offer, the supervisor will use the seniority list in reverse order (least to most senior) to require the employee(s) to work the overtime.
- 6 Non-Scheduled Overtime. Overtime resulting from employees calling in sick or other unplanned absence, unexpected activity, or equipment failure, will be assigned by the supervisor to optimize the completion of the work. When practical, existing seniority lists will be used to assign the work.
- 7 Employees who are required to perform emergency work or unscheduled overtime of four (4) or more hours duration during the period beginning ten (10) hours prior to the start of their regularly scheduled shift and ending two (2) hours prior to the start of their regularly scheduled shift will be

allowed a minimum of six (6) rest hours prior to reporting for duty for the next scheduled shift. Employees will be allowed paid time off during the regular shift at straight time pay for any regularly scheduled hours that coincide with the six (6) hours rest period. Such rest time that coincides with the regularly scheduled shift will be considered hours worked for the purpose of computing weekly overtime.

Article 19 Compensatory Time

All unit-covered employees may request compensatory time in lieu of overtime pay, for hours worked beyond forty (40) hours in a work week. Approval of accumulation of compensatory time will be based on staffing and customer service needs. The maximum allowable accrued hours of compensatory time will be one-hundred (100) hours at any time. Any overtime earned beyond the one-hundred (100) hours will be paid as overtime. Compensatory time may be carried beyond the end of the calendar year.

Compensatory leave time will be considered time worked.

Approval of compensatory time off will be based on staffing and customer service needs. Request for compensatory time will be submitted ten (10) days in advance, except in the case of an emergency.

An employee may request a payout for up to forty (40) hours of accumulated compensatory time twice per calendar year. Request for payment may occur during any pay period. The employee will request payout of compensatory time on a form provided by the City. It is the responsibility of the employee making the request to submit the form to the department timekeeper no later than the last day period for which the payout is requested.

Article 20 Uniform Allowance

1. Effective July 2001, Unit personnel who are required to purchase, wear and maintain uniforms pursuant to departmental rules and regulations will receive one annual payment between July and the following June to be used only to cover the cost, cleaning and maintenance of such uniforms in the amounts listed for the appropriate classification.

Crime Scene Technician	\$900.00
Police Assistant	\$900.00
Support Services Technician	\$550.00
Public Safety Education Specialist	\$550.00

2. Employees who are required as a condition of employment to purchase City approved steel-toed boots will have the option to receive a taxable check or the use of a procurement card toward the maximum of two hundred dollars (\$200) toward the purchase of these boots.

3. The City will provide field employees with five (5) T-shirts for optional wear as designated by department management. Employees will be responsible for laundering these shirts. These shirts are not intended to be the standard regulation uniform, but are acceptable apparel during normal working hours only.

4. T-shirts supplied by the City may be worn year round but will not replace any item of a required uniform.

Article 21 Required Licenses

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Unit personnel designated by the City may be required as a condition of employment to obtain and maintain specific licenses. The City agrees to pay for annual renewal of licenses other than drivers' licenses, identified in the class specifications under License or Certificate.

Article 22 Health and Dental Insurance

- 1 The City will continue to offer health insurance under City approved plans(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 pay up to one hundred percent (100%) of the employee only combined monthly health and dental premiums but not more than the actual cost of the lowest combined health and dental premium, whichever is less
- 4 The City agrees to pay \$227.00 per month for dependent coverage and the employee agrees to pay any additional premium above that amount, until the dependent coverage premium exceeds \$62.00 per month, after which any cost above \$289.00 per month is paid 50%-50% between the employee and the City

Article 23 Life Insurance

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

Article 24 Seniority

Seniority will, for the purpose of this Agreement, be defined as an employee's length of continuous active full-time service.

1 Definition

City-wide seniority Each employee will have a seniority date established as of his/her date of hire in to the City, accumulating from that date forward as long as it is not lost through any other provision of this agreement.

2 Application

- a The City will consider City-wide seniority as a factor in establishing or changing shift schedules or shift assignments when employee skill level is equal and/or interchangeable. Such schedules or assignments will be for a designated time period and will not be changed during the interim unless staffing changes require the need for an earlier change.
- b The City will consider City-wide seniority when it is necessary to set times or schedules where earned vacation may be taken.
- c The City will consider City-wide seniority as a factor in assigning scheduled overtime. Scheduled overtime will be defined as overtime that covers scheduled vacation, training, or other pre-approved absence from the work group, or planned work outside of the normal work schedule.

- d The City will consider City-wide seniority as a factor in a promotional selection process. All other factors in the selection process being equal, the most senior candidate will prevail.
- 3 Employees on approved Leave of Absence without pay up to a maximum of one hundred and eighty (180) calendar days will not be considered to have had a break in service for the purpose of this Article.
- 4 Upon request of the Association, the City will furnish a list of employees by City-wide seniority ranking.

Article 25 Safety Committee

- 1 The City will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with the State's Occupational Safety and Health Law.
- 2 In order to facilitate this policy, a joint committee entitled "Health and Safety Committee" will be established. This Committee will be composed of two (2) employees appointed by the Association and two (2) City representatives as designated by the City Manager, one of which will be the City's designated Safety Official.
- 3 The Committee will meet at least monthly with the Municipal Safety Committee in addition to other mutually scheduled times to advise Department Heads and the City Manager concerning on-the-job safety and health matters.

All written recommendations of the committee will be submitted to the Department Head concerned and to the City Manager.

- 4 In the discharge of its function, the committee will be guided by the applicable regulations of the State's OSHA agency, and the City's existing practices and rules relating to safety and health, and formulate suggested changes.
- 5 Employee member of the committee will not lose pay or benefits for meetings mutually scheduled during their duty time.
- 6 Parties mutually agree that subjects and issues that are submitted to and accepted for review by the Committee will in no way be subject to the Agreement Grievance Procedure.

Article 26 Labor/Management Committee

- 1 There will be a Labor-Management Committee consisting of two (2) representatives of the Association and two (2) representatives of the City. The purpose of the Committee is to facilitate improved labor-management relations by providing a forum for the free discussion of mutual concerns and to attempt to resolve problems brought to its attention.
- 2 The Committee will meet bimonthly or at other mutually scheduled times.
- 3 The chairmanship of the Committee will be rotated amongst the parties. The members will, in advance of a meeting, provide the meeting chairman with proposed agenda items, and the chairman will provide the member with the meeting agenda in advance of the meeting.
- 4 Representatives of the Association on the Committee who are employees will not lose pay or benefits for meetings mutually scheduled during their duty time.

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- 5 Parties mutually agree that subjects and issues that are submitted to and accepted for review by the Committee will in no way be subject to the MOU Grievance Procedure

Article 27 Bumping In Layoff

- 1 The City Manager may separate any employee because of lack of funds or work abolishment of a position, or changes in the organization. Employees so laid off will have the following rights:
 - a An affected employee who has held a position in another classification with the City may return to ("bump back") the most recent previous AFSCME MOU covered classification held by the employee, if the employee performed satisfactorily in the previous classification, the previous classification has not been eliminated and the employee meets the current minimum job requirements for the position. The employee must file a request to "bump back" with the Human Resources Director within five (5) work days after receipt of the written notice of layoff.
- 2 The employee seeking to exercise bumping rights will have the sole responsibility to:
 - a Inform Human Resources of the election to bump,
 - b Document the right to bump,
 - c Complete Steps A and B above by the close of business (Human Resources hours) of the fifth (5th) work day after the notice of layoff. The day of the notice will be counted for the purpose of computing this time.

Article 28 Prohibition of Strikes and Lockouts

- 1 The Association pledges to maintain unimpaired service delivery and related support services as directed by the Department Head. It will not cause, condone, counsel, or direct its members, or employees, or any of them, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede, picket, or otherwise impair the normal function and procedures of the Department.
- 2 There will be no lockout by the City unless required to protect and preserve the public peace, health, or safety of the City and its residents or required by the City to enforce any violation of this Ordinance, any Memorandum of Understanding, or any applicable laws.

Article 29 Saving Clause

- 1 If any article or section of this Memorandum should be held invalid by operation of law 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 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 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 of the wage and premium pay provisions of the MOU, and that this MOU will be administered in compliance with FLSA for so long as the Act is applicable.

It is understood by the parties that the benefits provided by this MOU in Articles pertaining to Union Rights, Employee Rights, Grievance Procedure and Articles constituting labor management joint endeavors conducted under this MOU shall 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. The employer shall count as time worked any hours or fractions thereof spent within the employee's regular work shift in pursuit of such benefits.

Article 30 Term and Effect

- 1 This Memorandum of Understanding will remain in full force and effect commencing on July 1, 2006 and terminating on June 30, 2008, except that economic terms will be in effect for the first full pay period coinciding with July 1, 2006 through the last full pay period prior to July 1, 2008. This language will not be construed to eliminate or modify provisions within the two (2) year term of agreement scheduled to begin mid-term, or for the first full pay period coinciding with July 1, 2007.
- 2 It is agreed by the Employer and the Association that each has had full opportunity to fully discuss all mandatory and permissible subjects of bargaining, and that this MOU contains all the agreements reached by the parties in the course of their negotiations. It is further understood that there are no other agreements, written or oral, between the City and Association. It is understood and agreed that as to any matter not specifically covered in this Agreement, the City may unilaterally act.
- 3 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 of Understanding. This provision does not constitute a waiver of either party's right to file an unfair labor practice.
- 4 Non-Discrimination

The City will continue to keep in effect for the term of this MOU its current Affirmative Action and Equal Employment Opportunity policies and will be committed to non-discrimination with respect to race, creed, color, age, handicap and sex, under Federal and State laws.

Disputes regarding this provision would first be heard at the Supervisory level. If no resolution is reached at this step then an informal meeting including the Chief Steward and the Human Resources Manager will be held to seek resolution. Recourse at this point would be then provided through City Personnel Rules or State and Federal statutes.

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LETTER OF AGREEMENT
CERTIFICATION PAY PROGRAM DEVELOPMENT

A joint committee comprised of members of management and members of AFSCME will be established to address the topic of a certification pay training program

Committee work will begin no later than July 1, 2003 and be completed by December 1, 2003. The purpose of the committee will be to provide input on seminar design, certification and pay training and long term employee incentives

LETTER OF AGREEMENT
DRUG PREVENTION / EDUCATION PROGRAM

A joint committee comprised of members of management and members of AFSCME will be established to address the topic of establishing a Substance Abuse Prevention / Education Program

Committee work will begin no later than July 1, 2003 and be completed by December 1, 2003. The purpose of this committee will be to provide input regarding training topics, potential trainers / facilitators, program design and employee intervention / referral procedures

LETTER OF AGREEMENT
CITY OF PEORIA AND AFSCME, LOCAL #3282

Both parties agree that it is in their mutual interest to discuss and submit recommendations to the City Manager on Personnel Administrative Regulation #61 as it relates to the role and duties of the Hearing Officer and the Personnel Board

The Administrative Regulation Committee, which includes the AFSCME President as a member, will meet and prepare recommendations to the City Manager by January 1, 2005

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IN WITNESS WHEREOF, the parties have set their hand this _____ day of _____ 2008

CITY OF PEORIA

AFSCME, LOCAL 3282

By

By

Terrence L. Ellis City Manager

Fred Duarte Mechanic
President Local 3282

Steve Kemp City Attorney

Chris Chavez, Park and ROW Maintenance Worker
Vice President Local 3282

Jeff Tyne Budget Director
Lead Negotiator

Roy Finch Instrumentation Technician Worker
Negotiation Team Member

Claudia Lujan Senior Human Resources Consultant
Negotiation Team Member

Norm Brice Police Services Officer
Negotiator Team Member

James Mason Assistant to the City Manager
Negotiation Team Member

Randy Cordero Senior Utility Worker
Negotiation Team Member

Tanya Watson Communications Supervisor
Negotiation Team Member

Ray Cota, Senior Equipment Operator
Negotiation Team Member

Art Lomeli Utilities Operations Manager
Negotiation Team Member

Abel Salas Senior Equipment Operator
Negotiation Team Member

Jared Spangler Technical Operations Supervisor
Negotiation Team Member

Debe Philbin Senior Officer Assistant Fire
Negotiation Team Member

Mindy Russell Management Assistant
Negotiation Team Member

Ann Bowers Public Education Specialist Worker
Negotiation Team Member

Dave Miller Sanitation
Negotiation Team Member

ATTEST

Walter Crenshaw Utility Worker
Negotiation Team Member

Mary Jo Kief, City Clerk

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