Memorandum of Understanding

July 1, 2017 - June 30, 2021

City of Peoria

And

City Of Peoria Police Supervisors Association

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

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Preamble

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

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

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

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

Article 1: Definition of Terms

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

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

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

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

Seniority- Seniority is defined as length of continuous employment in the position of Sergeant with the City of Peoria. Two or more employees with the same promotion date will be determined by time with the city. Employees with the same hire date and same promotion date will be determined by birth month and day.

Article 2: Rights of the Parties

1. Rights/Responsibilities of the Association

   a. The Association as the authorized representative has the exclusive right to serve as the meet and confer representative of all employees in the Association as determined by the Peoria City Council in City Ordinance 2010-05 and Resolution 2010-07.

   b. Certain specified organizational representatives of the Association have the rights to paid release time as follows:

      i. The Association may designate representatives as follows:
         Five (5) Executive Board members
         Four (4) Representatives
         No more than two (2) of the four (4) total representatives will be assigned to the same patrol shift. The Association will notify the Police Chief of such appointments within thirty (30) days of shift or assignment change. The Police Department is not obligated to change or adjust normal scheduling or assignments of personnel as a result of such designations.

      ii. One Association representative may attend mutually scheduled Memorandum of Understanding (MOU) grievance meetings and hearings with Department representatives without loss of pay or benefits.

      iii. The Association representative and the involved employee will coordinate with the immediate manager(s) to be absent from their duties to attend grievance meetings. This request will not be unreasonably denied, giving proper consideration to essential work of the Department and the occupational safety of the work unit.

      iv. For each individual fiscal year (July 1 through June 30) during the term of this agreement, the Association will, subject to operational scheduling requirements, be allowed release time with pay, which will not be unreasonably withheld, for up to a maximum of four hundred fourteen (414) hours per year for elected officers, trustees, and employees identified by the President to attend Association Business and Executive Board meetings or to attend union seminars, conventions, training and lobbying for the Association's interest. Union release time will not be used for political activism or outside union organizing.

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

      v. The City will furnish to the Association on request, at actual cost, a listing of Association's members on City payroll deduction in July and January during the term of this agreement indicating name, mailing address and job assignment. The Association agrees to use this list solely for the purpose of

communicating with employees and will not share this information with other individuals or organizations.

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

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

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

The Association agrees that no Association printed material will be placed on any City bulletin board without express written approval of the City or its designee; however the Association will be permitted to place a bulletin board (size not to exceed 48" x 36") in each Police facility. The Association will be responsible for all costs and upkeep with these bulletin boards. The parties agree that this Article does not authorize or approve the posting of material that is political in nature or abusive of any person or organization.

viii. The City agrees that employees and necessary representatives of the Association shall have reasonable access to the premises of the employer during working hours with advance notice to the appropriate employer representative. Such visitations shall be for the reasons of the administration of this agreement, disseminating information, or providing information to newly promoted employees. The Association agrees that such activities shall not interfere with the normal work duties of employees.

The Association will be allowed one (1) uninterrupted hour to provide information about the Association to the newly promoted employee during the one (1) day orientation scheduled prior to promotion.

ix. The City will provide the Association, upon request, non-confidential and readily available information concerning the Unit that is necessary to Association representatives for negotiation and MOU grievances, and is not otherwise available to the Association, such as personnel census, employee benefit data, and survey information. Such requests will be made through the Human Resources Director or designee. Any usual costs incurred by the City in connection with this Section will be borne by the Association. Further, the

Association may designate who will be authorized to examine the documents provided. Such persons need not be employees of the City or Association but may include accountants, time study experts, or others hired by the Association for the purpose of such examination. Such examinations will be during regular City business hours.

x. The Association shall designate a representative during normal business hours to respond to planned and unplanned communications with the Police Chief, his designees, or City management staff, including Human Resources.

xi. The Association and the City mutually agree to cooperate in achieving increased productivity for the mutual benefit of all concerned through better utilization of equipment, personnel, and methods of work.

2. Rights of Management

a. The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services. Determine the basis for selection, retention, and promotion of employees for occupations or job descriptions within the bargaining unit established in this agreement.

b. The City Manager and the Police Chief have exclusive decision-making authority on matters not expressly modified by specific provisions of this Memorandum. Such decision-making will not in any way, directly or indirectly, be subject to the grievance procedure contained herein.

c. The exclusive rights of the City will include, but not be limited to:

i. The right to determine the organization of City government and the purpose and mission of its constituent agencies

ii. To set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations

iii. To establish and effect administrative regulations and employment rules consistent with law and specific provisions of this Memorandum

iv. To direct its employees, to take disciplinary action for just cause (as defined in this MOU)

v. To relieve its employees from duty because of lack of work or other legitimate reasons

vi. To determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interests of efficient service to the community

vii. To adopt and manage its budget, provide for the funding of certain levels of service, to add, delete, modify, or suspend programs, functions, divisions, and

departments as the City Council in the exercise of its legislative authority to create and manage the City's budget determined to be necessary and appropriate Nothing herein will be construed to diminish the rights of the City under Ordinance 2010-05.

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

3. Rights of the Employee

a. All employees will have the right to have the Association serve as their '"Meet and Confer" representative as set forth in Ordinance 2010-05 and Resolution 2010-07, without discrimination based on membership or non-membership in the Association.

b. Employees will have the right to be represented by the Association in dealings with the City concerning grievances as defined in this MOU.

c. Employees will have the right to present their own grievance in person alleging violations of the specific terms of this agreement. with or without representation. No solution will be reached with any employee which conflicts with the purpose and intent of the negotiated terms of the agreement.

d. An employee may review their file at any time, in addition may request in writing that a representative may be permitted to examine his/her Employees Human Resources Personnel File and the Department's Employee Performance Tracking System.

e. No employee will have any adverse comments entered into his/her Employees Human Resources Personnel File and the Department's Employee Performance Tracking System without being informed by a supervisor. If the employee requests, he/she may receive a copy of the adverse comment.

f. Employees may, at their discretion, attach a statement of rebuttal to any material contained in their Employees Human Resources Personnel File and the Department's Employee Performance Tracking System which may be adverse in nature.

Article 3: Wages

1. The following pay schedule will be the pay schedule in effect (first pay period to include July 1, 2017 through last pay period, ending approximately June 30, 2021). The salary schedule will be paid to all full time employees if the normal work week is worked or fulfilled as paid leave. Step 1 of the Sergeant's pay scale will be at least 5% greater than the top step of the PPOA wage scale.

   a. The annual Performance Payment system for employees shall be as follows:

STEP INTERVALS	STEP NUMBER	PERCENTAGE BETWEEN STEPS
Promotion	1	5% above
6 Months	2	1%
6 Months	3	4%
6 Months	4	2%
6 Months	5	3%
1 Year	6	4%
1 Year	7	4%
1 Year	8	3%
1 Year	Pay for Performance	(1 week salary or equivalent vacation hours)

2. **Premium Payments**

   a. **Leadership Pay** -This pay is reserved for those employees who are considered pacesetters and modernizers within the organization. Employees qualified in the position of Police Sergeant as to have the skill and expertise to satisfy the requirements to instruct Sergeants in Training and/or temporarily perform substantially the full range of responsibilities of a higher level classification. Qualified employees will receive their regular hourly rate plus an additional five (5) percent of their hourly base pay for all time actually worked in either capacity.

   b. Employees assigned to the Special Assignment Unit (SAU) will receive one dollar ($1.00) per hour or equal to any subordinate rank (which ever is greater).

   c. Employees assigned to a duty assignment where, the mere assignment requires reasonable availability outside of their assigned duty days and hours and makes them subject to call out, shall receive their regular rate of pay plus an additional amount of responder pay at one dollar ($1.00) per hour. The following listed positions are eligible: detective sergeants, traffic sergeants, terrorism liaison supervisor, professional standards unit sergeant, K-9 sergeant, and any other position deemed appropriate by the Police Chief.

3. **Shift Differential** - Employees will receive shift differential pay in addition to their normal rate of pay equivalent to a rate of fifty cents ($.50) per hour for shift II and sixty five cents ($.65) per hour for shift III (or equal to any subordinate ranks working like hours, whichever is greater) who qualify for shift differential pay. Qualifying shifts and hours are as follows:

a. Employees assigned to Shift II, or whose normal scheduled duty shift begins on or after 1200 hours and prior to 1800 hours.

b. Employees assigned to Shift III, or whose normal scheduled duty shift begins on or after 1800 hours and prior to 2400 hours.

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

4. **Step Increase** - Employees will be eligible for a one-step increase to become effective according to the Personnel Administrative Regulations provided the performance rating is satisfactory.

   a. Employees who have reached the maximum salary step will not be eligible for additional step increases. Nothing in this agreement will create eligibility or entitlement to a step increase greater than one step at any point in time.

   b. An employee who is on promotional probation or who receives an unsatisfactory rating or is involuntarily demoted may be subject to reassignment during the shift bid year. Such reassignment may occur at the discretion of the Police Chief or his/her designee and will run through the then current shift bid year. An employee re-assigned under this provision will be eligible to participate in the next annual shift bid process provided the employee's performance meets the following requirements:

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

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

5. **Deferred Compensation** - Sergeant's 401a Plan: The City will contribute $25 per pay period. The Employee will contribute 3% of their salary per pay period into the Sergeant's 401a Plan.

6. **Professional Development Training Program**

   Each employee will be allocated $1,000 over the life of this MOU to be used toward training, travel, and lodging for public safety or leadership related training outside the scope of their regularly assigned duties. Any costs above $1,000 will be the responsibility of the employee. The City recognizes it has an obligation to provide training related to the Employee's assignment and recognizes this Professional Development Program is considered sole and separate from the regular training budget. This Professional

Development Program is intended for training outside the Sergeants area of responsibility and is intended to expand the Sergeant's knowledge in other areas of interest.

The guidelines of this program are as follows;

- Training will be used for individual interests for career development. The training can consist of technical or promotional, inside the police or leadership genre, as selected by the COPPS Association member and approved by the Chief of Police.
- Each Association member can attend training classes under this program up to a $1,000 (City Funded) limit.
- All additional costs incurred over the $1,000 will be the responsibility of the Association member.
- Travel time / per diem will be calculated per the City of Peoria Policy.
- The Association member will present the training request to their respective lieutenant at least 30 days before the training.
- Attended training will be considered on duty time.
- No overtime will be incurred by the Association member due to the requested training.
- Unit staffing should not be the sole reason for denial of the requested training. It is understood that exceptional incidents could occur in which staffing would be a primary factor for a possible denial of the training request.
- All training requests under the Profesional Development Program will be submitted through the chain of command with recommendations to the Chief of Police who will make the final decision on approval.
- Should the training be denied, The city will provide the training request with the chain of command recommendation to the COPPS President for review.
- The COPPS President may request a meeting with the Chief of Police to discuss and clarify any reasons for the denial of the training on the member's behalf.

7. **Final Year Payment**

Each employee will receive a Final Year payment of $1,000 payable the first full pay period in July 1, 2020.

8. **Communications Pay**

a. Spanish

i. Employees who have demonstrated competency in Spanish as determined by the City through its designated testing process and who interpret Spanish in the course of performing their duties will receive additional compensation (based on qualified skill level) according to the listed chart or equal to any subordinate rank (which ever is greater) per pay period.

1. Level 1- Basic Skills: $30.00

2. Level II- Intermediate Skills: $100.00

3. Level III- Advanced Skills: $150.00

b. American Sign Language

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

c. Retesting

i. Employees who are eligible to receive communications pay will be retested every two (2) calendar year to re-establish proficiency. Once the employee reestablishes proficiency, the communications pay will continue at the appropriate qualification level.

ii. The City will provide a minimum of 60 days notice to any eligible employee prior to retesting to establish continued eligibility to receive communications pay.

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

Article 4: Holiday Benefits

1. The City agrees to incorporate the following holidays:

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 Holiday	Fourth Thursday in November
Thanksgiving Holiday	Day after Thanksgiving
Christmas Day	December 25

2. Whenever a holiday falls on a Saturday, it will be observed on the proceeding Friday. Whenever a holiday falls on a Sunday, it will be observed on the following Monday.

3. Whenever a holiday falls on an employee's regularly scheduled 4/10 shift and the employee is required to work the holiday, the employee will be paid 10 hours holiday pay at straight time plus the employee's regular rate of pay for all hours worked.

4. Whenever a holiday falls on an employee's regularly scheduled 4/10 shift but the employee is permitted to take the holiday off. the employee will be paid 10 hours pay at straight time.

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 Years Day (January 1), July 4th, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day (December 25) will be paid in 1.5 times the hourly rate. In the event of a shift trade, the employee originally assigned to work the premium holiday will retain the premium pay, not the employee filling the shift trade.

6. In addition to the designated holidays above, the employees will receive one (1) day of floating holiday each calendar year which is not cumulative and not carried over from one calendar year (as defined by pay periods) to the next calendar year. The floating holiday will be placed in a floating holiday leave bank. The floating holiday can be used in one-hour increments. The total hourly amount for the leave will be based on the employee's regularly scheduled workday: a total of ten (10) hours per year for employees assigned to work ten (10) hour shifts and a total of eight (8) hours per year for employees assigned to work eight (8) hour shifts. Such leave will not be considered as time worked for purposes of the regularly scheduled work week.

7. If an employee is called out during a City recognized holiday. the employee will receive pay at 1.5 times their hourly rate in addition to the holiday pay at straight time (not including the floating holiday).

Article 5: Uniform Allowance

1. The City agrees to provide each employee one thousand two hundred dollars ($1,200) per fiscal year to facilitate the purchase and cleaning of approved uniforms and equipment.

    a. One half ($600) of this allowance will be paid on or about August 1 and one half ($600) of this allowance will be paid on or about February 1.

    b. For newly promoted sergeants assigned after the semi-annual payment, referred in the section above, has been dispersed, the $600 payment will be prorated but will not be less than $220 to facilitate the purchase and tailoring of uniforms and equipment.

2. The Association and the City agree that, in lieu of receiving a uniform allowance biannually, an employee may elect to receive a line of credit of one thousand two hundred dollars ($1,200) per fiscal year under an established system to provide authorized uniforms/clothing and duty equipment and to provide for uniform cleaning, maintenance and replacement. Prior to removing any item from the Police equipment reimbursable list, the City will notify the Association President (or designee).

3. In consideration of the allowance (or line of credit) provided, all employees will provide and maintain their own uniform in accordance with the City specification and the Department Policy. Employees not required to wear uniforms will wear clothing in conformity with City requirements and Department Policy.

4. The City agrees to issue each Sergeant assigned to the Special Assignment Unit (SAU) required clothing and safety equipment in accordance with the departmental policy and procedure.

5. The City agrees to issue each Sergeant assigned to the motorcycle unit with required clothing and safety equipment in accordance with departmental policy and procedure.

6. The City agrees to issue employees assigned to the bicycle patrol with required clothing and safety equipment in accordance with departmental policy and procedure.

7. For each Sergeant assigned to the Specialty unit requiring clothing or equipment outside the standards required for Patrol, the City agrees to provide for replacement of specialized clothing or equipment which have become excessively worn or damaged (not caused by neglect), in accordance with department policy and procedure or upon the review and approval of a Lieutenant.

8. The City agrees to issue body armor, safety equipment, duty handgun and gun belt with appropriate cases, pouches and holsters to all employees in accordance with City specifications and Department Policy.

Article 6: Hours of Work

1. The daily work hours and weekly shift schedules of employees will be determined by the Police Chief and will comprise forty (40) hours within a seven (7) day work week. This will not be a guarantee of any minimum number of hours. The Police Chief will maintain the sole discretion to determine staffing levels and to adjust schedules as necessary to respond to the operational needs of the Department.

2. Duty hours of employees may consist of five eight (5/8) hour, four ten (4/10) hour shifts or other options greater than four ten (4/10) hour shifts per week. to equal 80 hours in a pay period. Should the Department discontinue 4/10's on an employee-wide basis, the Association and the affected employees will be given thirty (30) calendar days written notice prior to taking such action and after the Department has demonstrated to the Association a bona fide need to eliminate 4/10's on an employee-wide basis. New schedules may be mutually agreed upon by the Association and the City during the term of this MOU.

3. Employees identified as having a non-compensated lunch will have their lunch period scheduled within their shift.

4. The City will have the exclusive right to adjust an employee's work schedule to provide that the employee will not complete in excess of 40 hours worked as defined in Article 6: Hours of Work, Section 8 of this Memorandum of Understanding in the applicable seven (7) day work period, even if such adjustment results in the employee not working on a regularly scheduled shift.

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

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

7. **Motorcycle Program:** Employees assigned to motorcycle enforcement will be authorized two (2) work hours each week to provide general maintenance and cleaning of the motorcycle at the employee's home, or other location as appropriate. Such authorization is not cumulative and unused time will not be carried over to a subsequent week. Depending on service level needs, the time may be assigned to be worked within or in addition to the normal work shift assignment. Employees will not record such hours

at times when the assigned employee is on vacation, sick, or other approved leave or otherwise not riding the motorcycle as a normal function of the employee's duties. Employees assigned to this program will report use of these hours to the manager.

8. Vacation, compensatory time and sick leave shall be considered as hours worked for the purposes of calculating weekly overtime. Personal leave, physical fitness leave, and union release time will not count as hours worked for the purpose of calculating weekly overtime.

9. **Change in Shift Assignment**

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

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

   c. When a Patrol Services Bureau shift assignment becomes available more than one hundred twenty (120) days prior to the scheduled shift change that one shift assignment may be filled based on seniority. If possible, at least seven (7) days notice of the vacancy shall be provided.

   d. The City recognizes the need to fill positions designated for Police Sergeants with employees in that rank. On occasion it may be necessary to temporarily cover a Police Sergeant position with a Working out Of Class (WOOC) officer; however, when full shift overtime coverage is needed preference will be given to the Sergeants when there is more than forty-eight (48) hours notice of the vacancy. The Association acknowledges the City's right to fill a Sergeant position on a temporary basis, and the City agrees in such situations to provide the Association notification and review every thirty (30) days.

10. **Shift preference** will be submitted on a calendar year basis unless otherwise agreed by the Association and the Police Chief.

    a. Prior to shift change the Department will post all positions and specialty assignments.

       All eligible employees will submit a preference list for shifts and days off by seniority for their assignments at shift change.

    b. Shift bid will be conducted by seniority. Prior to shift bid the City will articulate placement positions. Placements will not be for arbitrary reasons and will be articulated and discussed with the Association president (or designee) and the Police Chief (or designee) at least one month prior to the finalization of the schedule. The City agrees that new assignments will be posted no later than two months prior to the shift change.

11. Employees will be permitted to trade work days or substitute for one another where the

substitution is voluntarily undertaken and agreed to solely by the employees, and with prior approval of the appropriate Deputy Chief or designee. It will be the sole responsibility of the involved employees to ensure that attendance on the effected day is met. The ability to exchange work days or substitute for another is for the convenience of the employees and in no case will a substitution or the subsequent repayment of the work exchange be considered in the computation of overtime or for the purpose of achieving any premium pay under this contract. In all cases, the repayment of the substitution will be completed within twenty eight (28) days of the work exchange. See Article 4.5 (Holiday Benefits) referencing eligibility for payment of premium pay in the event of a shift trade.

Article 7: Overtime

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

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

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

2. Seniority, as defined in this MOU, will generally be used as the primary factor in determining the assignment of overtime work.

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

    b. Employees eligible for voluntary overtime will have completed supervisory training.

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

Article 8: Compensatory Time

It is the City's normal practice to pay overtime as monetary compensation on the pay date associated with the pay period in which the overtime is worked. If requested by the employee, the Police Chief or designee will grant accrual of compensatory time in lieu of direct pay for regular operational overtime worked and for overtime earned for court

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

1. Compensatory time may be accrued up to a maximum of one hundred forty (140) hours. Any overtime hours in excess of one hundred forty (140) accumulated compensatory time hours will be paid as overtime. Employees may request payment of up to one hundred (100) hours of compensatory time at one time and during any pay period within the fiscal year. Total compensatory time payout will not exceed two hundred forty (240) hours per fiscal year.

2. Compensatory time off will be granted if the employee makes the request with sufficient time for the Department to make adjustments to the schedule. if adjustments are necessary to minimize the impact on Department operations.

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

    b. The use of compensatory time off will be authorized to the first employee making a request. In the event two or more employees request compensatory time off at the same time, seniority as defined in this MOU will prevail.

Article 9: Off-Duty Assignments

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

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

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

4. Opportunities for off duty work, coordinated through the Department, will be offered to Sergeants only after the Officer Off-Duty Assignment list has been exhausted or if the off duty assignment requires four or more officers.

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

6. When available, the Department will offer off-duty work opportunities only to employees on the list in order of their appearance on the list. Offers of off-duty work will be made in

sequential order through the list, with new opportunities being offered first to the employee following the one who accepted the last offer. When the list is exhausted, offers will return to the top of the list. The intention of this paragraph is to equalize opportunities for off-duty work among all employees on the list.

7. Prior to being placed on the off-duty assignment list, an employee must have completed the sergeant training program.

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

Article 10: Leave

1. **Vacation Leave**

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

Years of Employment	Hours Accrued Per Year
0-2.99	100 Hours (10 Days)
3-4.99	110 Hours (11 Days)
5-9.99	130 Hours (13 Days)
10-14.99	150 Hours (15 Days)
15-18.99	170 Hours (15 Days)
19+	200 Hours (20 Days)

   b. Employees will be allowed to accrue vacation leave up to three hundred forty (340) hours annually. All vacation time which would normally accrue after having attained this amount will be forfeited.

   c. Following completion of 5 years of full time or regular part time service with the City, 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. Requested payments will be made in June and December based on balances at the end of May and November.

   d. 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 designee, he/she will be reimbursed for necessary and provable transportation expenses as determined by the Police Chief.

   e. Laterally hired employees, who are fully qualified, will be hired in with an accrual rate that is commensurate with the years of creditable service they bring with them, not to exceed that which is equal to the beginning of the 10th year. For the purposes of this section "fully qualified" is defined as any officer who has a current AZPOST certification or who is eligible to take, and who passes, the AZPOST certification waiver, thereby having no need to attend the police

academy before being assigned as a City of Peoria Sergeant. For the purposes of this article, "years of creditable service" is defined as years of full-time service as a peace officer and includes "years of creditable service" at the City of Peoria.

f. Effective July 1, 2013 all existing COPPS members will have their vacation leave accrual rate adjusted to the appropriate rate commensurate the "years of creditable service". The accrual rates will not be adjusted retroactively.

2. **Sick Leave**

a. A full-time employee 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.

b. Employees will accrue unused sick leave from previous years to a total of one thousand one hundred fifty two (1,152) hours. Any accrual above one thousand one hundred fifty two (1,152) hours at the end of April will be paid at fifty percent (50%) during the month of May, into a 457 plan until the contribution limit is reached and then will be paid in cash.

c. In lieu of sick leave donations for sergeants experiencing a serious health condition which involves incapacity or treatment in connection with such inpatient or outpatient care, the city agrees to provide short term disability insurance according to the City short term disability insurance policy.

d. In the event of an employee's death while employed by the City, one hundred percent (100%) of the employee's accumulated sick leave will be paid to his/her designated beneficiary.

3. **Personal Leave**

Employees will receive two (2) days of personal leave for each calendar year which is not cumulative and not carried over from one calendar year (as defined by pay periods) to the next calendar year. When used, this personal leave will be deducted in quarter-hour increments. The total hourly amount for the leave will be based on the employee's regularly scheduled workday; twenty (20) hours per year for employees assigned to work ten (10) hour shifts and a total of sixteen (16) hours per year for employees assigned to work eight (8) hour shifts.

Beginning in July 2017, and solely for the term of this current contract, July 2017 to June 2021, employees will receive one (1) additional day of personal leave for each calendar year which is not cumulative and not carried over from one calendar year (as defined by pay periods) to the next calendar year. When used, this personal leave will be deducted in quarter hour increments. The total hourly amount for the leave will be based on the employee's regularly scheduled workday; ten (10) hours per year for employees assigned to work ten (10) hour shifts and eight (8) hours per year for employees assigned to work eight (8) hour shifts.

4. **Industrial Leave**

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

b. Industrial leave is not accrued, but is available through the State Industrial Commission in conjunction with State law and City policy.

c. While on industrial leave, no sick leave, vacation leave, compensatory leave, or any other paid leave will be charged the employee.

d. When the check from State Compensation is received, the employee will endorse the check back to the City.

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

5. **Bereavement Leave**

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

i. Three (3) days for in-state services
ii. Five (5) days for out-of-state services

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

c. Bereavement leave shall be allowed in the case of death of a relative. There shall be no accrual of bereavement leave and any unused amount shall automatically be forfeit when the employee returns to work.

d. Relative shall mean any individual related to an employee by blood or marriage within the third degree, including step relationships. Relative shall also mean any individual named in an affidavit of domestic relationship filed with the Human Resources Department by an employee or any minor for whom the employee serves as a guardian or conservator.

i. 1st degree Relative: spouse or domestic partner, mother, father. daughter, son, full sister, full brother
ii. 2nd degree Relative: grandmother, grandfather, granddaughter, grandson, aunt, uncle, niece, nephew, half sister, half brother
iii. 3rd degree Relative: great grandmother, great grandfather, great granddaughter, great grandson, great aunt/uncle, first cousin, grandniece/nephew

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

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

6. **Leave without Pay**

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

b. While an employee is absent leave accruals will be stopped when on leave without pay for thirty (30) consecutive days.

Article 11: 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 one hundred (100%) percent.

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

5. The City agrees to involve a COPPS designee to participate in the Healthcare Task Force.

Article 12: Life Insurance and Death Benefit

1. The City will provide life and dismemberment insurance in the amount of two times the employee's annual salary rounded up to the nearest thousand.

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

3. ARS 38-1103 provides a death benefit should a Sergeant be killed in the line of duty or dies from injuries sustained in the line of duty. In the event ASRS 38-1103 is repealed. this provision would be implemented:

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

Article 13: 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) days, unless to do so would be in the best interests of the City. Any extension of the sixty (60) days will be with the recommendation of the Police Chief and will apply only to off-duty injuries.

3. With regard to on-duty injuries, the employee will be left on limited duty status until released by a physician certifying the employee is tit for full duty or until such time that the employee or the City seeks retirement under the medical clause.

Article 14: Callbacks/Callouts/On Call Pay and Court Appearances

1. **Callbacks/Callouts/On Call**

   a. When an employee is called to come into work prior to their regularly scheduled starting time, and that employee continues to work into their regular shift, they will be paid at the rate of time and a half (1.5) of hours worked up to the start of their regular shift. If the employee is called in to work at any other time they will be guaranteed a minimum of two (2) hours pay at the overtime rate. Callout hours referred to in this section are paid at time and a half (1.5) regardless to how many hours are worked during the work week.

   b. An employee called back because of his/her own negligence, whether in the proper care and use of City equipment or for his/her failure to complete official reports prior to securing for the day, will be paid for such callback at a rate of one and one half (1.5) times the officer's hourly rate of pay. However, the officer will not be eligible for the two (2) hour minimum pursuant to this section.

   c. **On-Call Pay**: Employees who are required to be available for emergency call back as designated by the Chief or designee at times that the employee is not otherwise on duty will be compensated for each on-call hour at two dollars ($2.00) per hour.

2. **Court Appearances (General)**

   a. When an employee is on Court duty outside their regularly scheduled shift, he/she will receive court duty compensation at the appropriate overtime rate and will be guaranteed a minimum of two (2) hours overtime pay for in-city court time and three (3) hours overtime pay for out-of-city 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 timeframe. This will apply to all subpoenaed court appearances and hearings (i.e.: MVD, deposition). When recalled from leave, the employee will have the leaves hours restored that are lost due to said appearance.

b. Any court time within two (2) hours of an employee's duty start time, or immediately following the duty end time, will be paid at the appropriate overtime rate for the actual time worked. Periods of more than two (2) hours prior to their start time. or those that do not immediately follow their end time, will be paid in accordance with Section1l above.

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

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

3. **Off-Duty Arrests:** Any employee who makes an off-duty arrest or takes official police action requiring investigation will receive a minimum of two (2) hours pay at the overtime rate, or the actual amount of hours required, whichever is the greater. The term "off-duty arrest" will not include an arrest made while privately employed in a law enforcement capacity.

4. **On-Call Court Time:** On-call court time will not be stand-by time, and the City agrees to guarantee a minimum payment, at straight time rate. for the equivalent of two (2) hours for each court session of on-call court time. Should an employee have overlapping timeframes for court stand-by. 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 (i.e.: MVD. deposition). Employees will not be required to remain at home. but will leave word as to where they may be reached. If actually called to court, the employee will be entitled to the two (2) hour minimum at the overtime rate for court appearances in addition to the on-call court time payment if the on-call time exceeds two (2) hours. For the purpose of calculating total work hours, only the time actually worked will be used.

5. **Advance Notice of Court Appearance:** An officer who is required to make court-related overtime appearances on his off-duty time without forty-eight (48) hours of advance notice will be compensated at the overtime rate for a minimum of two (2) hours.

Article 15: Retirement Benefits

1. Employees who retire (defined as an employee who retires and is eligible to receive PSPRS retirement benefits, including disability retirement) will be eligible to convert all accumulated sick leave to regular, straight-time pay on the following schedule:
Such payment will be made to the Sergeant's 457 or 401a Plan as provided under the provisions of the agreement and City regulations provided under Article 3.7.

Accrued sick time at the time of full City of Peoria retirement through PSPRS will be disbursed as follows:

1 to 499 all accrued hours paid at 25%

500 to 899 all accrued hours paid at 50%

900 hours and above all accrued hours paid at 75%

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

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

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

   iii. Eligibility and Participation:

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

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

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

b. **DROP 2:** The employee must continue to contribute to PSPRS; however the City will cease employer contributions to PSPRS as defined by the rules of the DROP program.

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

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

d. Contributions made to the city's 457 deferred compensation incentive program as required by this MOU are subject to the normal distribution requirements of the plan. The contributions made into the plan are contributed tax deferred until

distribution of the funds occurs. Upon distribution the funds become taxable to the employee.

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

f.

3. The City will provide a "'Retired Police Commission Card" and a "'Retired Police Sergeant"badge to each officer who retires, honorably and in good standing, as defined in 1 above. Any employee who is facing any allegation(s) of felony criminal misconduct or domestic violence at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony or domestic violence conviction, the employee will not be entitled to this benefit.

4. Upon request, the City will provide the last sworn breast badge to the retiring employee in a reasonable display, such as a shadow box or plaque. The retiree must have retired honorably and in good standing. Any employee who is facing any allegation(s) of felony criminal misconduct or domestic violence at the time of retirement will have this benefit suspended until such time as the case is adjudicated. If the final adjudication results in a felony or domestic violence conviction, the employee will not be entitled to this benefit.

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

   Years of Service

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

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

Article 16: Administrative Investigation/Disciplinary Policy

1. Information used as the basis for formal disciplinary action (letter of reprimand, demotion, Suspension, or termination) shall be based upon the facts and circumstances of the current Investigation, the Employees Human Resources Personnel File and the Department's Employee Performance Tracking System. All information considered must be made available to that employee upon request within a reasonable time period. Information not documented in the investigative file or the employee's personnel files

shall not be used as the basis of the disciplinary action. Documented information that exceeds the timelines outlined in this article shall not be used.

2. Informal corrective action shall include verbal counseling/coaching and written/documented counseling and can be administered by any member of the employee chain of command.

   a. Documented counseling (i.e. maintained within the Department's Performance Tracking System) can be used in lieu of formal discipline for minor infractions of policy and shall not be considered discipline.

   b. Documented counseling may be considered an aggravating factor for future disciplinary actions for one year from the date the counseling was imposed and shall be purged from the Employees Human Resources Personnel File and the Department's Employee Performance Tracking System.

3. Formal disciplinary actions shall include letter of reprimand, suspension, demotion and/or termination and can be administered by a member of the chain of command at the rank of commander or above.

4. Discipline which has resulted in a written reprimand may be considered an· "aggravating factor' for future discipline for up to three years from the effective date of the discipline. Suspensions may be considered an "aggravating factor" for future discipline for five years, and demotions from a previous rank for seven years.

5. At the conclusion of the timelines, the employee may request HRD, through the Chief of Police, to remove the "Letter of Reprimand" and/or "Final Notice of Discipline" from the employees HRD personnel file. The employee may request HRD, through the Chief of Police, to reduce these timelines by up to one year.

6. All formal disciplinary actions shall be annotated in the employee's annual performance appraisal which shall be maintained in the Human Resources Department (HRD) personnel files pursuant to HRD policy, City of Peoria Administrative regulations and the laws of the State of Arizona. Information regarding any sustained investigation that results in formal discipline shall contain only the policy and/or PAR violation, findings and the imposed discipline.

7. Formal discipline and informal corrective action shall not be arbitrary or capricious and shall be based on "just cause" as defined in this article.

8. The Department definition of "just cause" as defined in this Agreement applies to Administrative Investigations: (from current Article 16)

   a. Clear, understandable rules communicated to employees.

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

   c. Decision makers consider mitigating and aggravating circumstances.

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

9. An employee who is required to prepare a memo in an administrative investigation may use a reasonable amount of duty time to prepare a written response to the Notice of Investigation and/or the allegations charged. This policy will not apply to investigations into criminal activity or charges.

Article 17: Polygraph Examination Policy

1. The Association and the City both recognize the need for Police Employees to maintain a higher on-duty and off-duty standard of performance and conduct to assure a continued and uninterrupted preservation of peace, well being and safety of the citizens and employees of the City and to maintain public confidence in the integrity of its law enforcement personnel. The Association and City agree that the use of polygraph examinations in the administrative investigative process of investigating alleged misconduct may be a legitimate investigative tool.

2. The Police Chief may request a polygraph of an Employee if a serious allegation is made against the Employee. The Employee may decline. Declining the polygraph may not be used as indication of guilt.

3. The Association and the City agree that the result of a polygraph examination will not stand as the sole and only evidence against, or for, an Employee in a disciplinary proceeding involving the dismissal, demotion, or suspension of an Employee, but will be used as a tool to supplement all other evidence and information obtained during the course of an Administrative Investigation into the Employee's conduct. The polygraph questions will be narrowly focused on the issue(s) under investigation. The Employee and his representative. or attorney, may review the questions prior to administration of the polygraph. Employees may submit to a second polygraph examination from a polygraph examiner within seven (7) days at no expense to the Employee if the initial results are inconclusive. The Employee has the option of obtaining the second polygraph examination from a licensed private sector polygraph examiner at his own expense from a list approved by the Association and the City. In the event that the City introduces evidence of the results of a polygraph examination of an Employee into a disciplinary proceeding. the Employee will be entitled to introduce the results of the second polygraph examination obtained under this Article.

4. Nothing contained in this agreement will be construed as creating any privilege or prohibition against the admissibility of initial and second polygraph results in administrative proceedings reviewing the dismissal, demotion, or suspension of an Employee. Should an Administrative Investigation be concluded with a recommended finding of "Not Sustained," an Employee under Administrative Investigation for a serious allegation as defined in this Article will have the right to request, and have, a polygraph examination administered at the expense of the City.

Article 18: Probationary Period

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

1. All newly promoted employees shall serve a probationary period of one year from date of

promotion. Probationary time shall include all paid time status (except for sick time or unpaid leave time in excess of forty (40) hours).

2. A promoted employee whose performance is unsatisfactory during the probationary period shall be returned to a position in the employee's former classification. The demotion of a probationary employee shall not be arbitrary or capricious nor shall it be subject to the grievance process.
3. Prior to promotion, the City agrees to provide an orientation which will include one (1) hour for the Association to meet the new employee, review the MOU and provide other information about the role and responsibility of the Association.

4. The City agrees that it will provide a formal training program for a newly promoted employee, which must be satisfactorily completed within the first six (6) months after promotion. If circumstances arise which are beyond the control of the City or the employee, the training time may be extended to allow for completion.

5. Off duty work and special assignments are authorized after successful completion of the Police Training Officer (PTO) Program.

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

Article 19: Random Drug Screen

The Peoria Police Department and the Association agree that Article 19 Random Drug Screening is added to this Memorandum of Understanding as Attachment '"A"'

Article 20: Grievance Procedure

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

2. **Informal Resolution**

It is the responsibility of employees who believe that they have a bona fide complaint concerning violations of this MOU to promptly inform and discuss it with their immediate supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the lowest level possible. Employees are required to pursue the informal resolution process within 14 calendar days of the event giving rise to the employee's complaint. The employee's immediate supervisor is responsible for assuring others higher up the supervisory chain to the Director/Chief level have an opponunity to resolve the grievance before it moves forward. If such informal discussion does not resolve the problem to the employee's satisfaction, and if the complaint constitutes a grievance as herein defined, the employee may file a formal grievance in accordance with the following procedure. Employees may use not more than two (2) hours of duty time to prepare the formal grievance. Failure to complete the informal resolution process and file a grievance within the specified time frames will automatically terminate the complaint.

3. **Definition of Grievance**

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

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

4. **Procedure**

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

Step 1

The employee will reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by the City and submits it to the department director/chief within fourteen (14) calendar days of the informal resolution meeting. The director/chief will confer with HR to determine if the matter expressed in the written grievance is grievable. If the matter is grievable, either party may then request that a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. If the matter is not grievable, or the director/chief has gather sufficient data to respond to the grievant, the director/chief will within fourteen (14) calendar days of having received the written grievance submit his/her written response. If the matter is non-grievable, the department director/chief will include the basis for that determination in the written response. The grievant may appeal a determination that the grievance is nongrievable by following the Determination of Grievability Appeal Process.

Step 2

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

Step 3

If the response of Step 1or Step 2 of the process does not result in resolution of the grievance, the grievant and the Association may jointly invoke the Step 3 to request arbitration, by filing an appeal within fourteen (14) calendar days of receipt of the response. Nothing precludes the City and the Association from mutually agreeing to combine more than one grievance into the same arbitration if they determine that multiple requests for arbitration are regarding related issues.

Department management and the grievant, or their designated representative, will agree on an arbitrator. If they are unable to agree on an arbitrator within ten (10) calendar days, either party may request the Federal Mediation and Conciliation Service or other entity providing similar services to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties will, within ten (10) calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person will then become the arbitrator. The arbitrator so selected will hold a hearing as expeditiously as possible at a time and place convenient to the parties, and will be bound by the following:

a. The arbitrator will neither add to, detract from, nor modify the language of the MOU or of Department rules and regulations in considering any issue properly brought to them.
b. The arbitrator will expressly confine themselves to the precise issues submitted to them and will have no authority to consider any other issue not so submitted to them.

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

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

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

Step 4

The arbitrator's recommendation will be submitted to the City Manager or designee within fourteen (14) calendar days of receipt. The City Manager or designee may accept, modify, or reject the arbitrator's recommendation. The City Manager or designee will submit their decision in writing to the grievant and the designated representative within fourteen (14) calendar days of receipt of the appeal.

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

Grievance Process Deadlines

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.

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

Determination of Grievability Appeal Process

The issue of grievability may occur at any step of the procedure, but once raised the issue must be resolved before further processing of the grievance

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

Article 21: 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. Representatives serving on the committees will not lose pay or benefit for attending the meeting during their duty time.

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

3. The Labor-Management Executive Committee will consist of five (5) representatives selected by the COPPS and five (5) representatives selected by the Police Chief.

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

    b. The Police Chief and the COPPS President will serve as Co-Chairs.

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

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

4. The President of the Association will designate three (3) members to participate in the Operations and Communications Committee as established by the City.

Article 22: Prohibition of Strikes and Lockouts

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

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

3. Should any employee during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of this Article, the City Manager or his designee will immediately notify the Association that a prohibited action is in progress.
4. The Association will forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and will notify in writing all Association members and representatives of their obligation and responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification will be delivered to the office of the City Manager. In addition, the Association will order all employees violating this Article to immediately return to work and cease the strike or prohibited activity. Such order will be delivered both orally and in writing to all employees violating this Article with copies of the written order to be delivered to the office of the City Manager.

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

    a. Discipline up to and including discharge.

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

6. Should the Association during the terms of this Memorandum and until such time that it is expressly and legally rescinded, breach its own obligations under this Article, it is agreed that all penalties set forth in Ordinance #2010-05, will be imposed on the Association, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.

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

8. There will be no lockout by the City unless required to protect and preserve the public peace, health, or safety of the City and its residents or required by the City to enforce

any violation of this Ordinance, or Memorandum of Understanding, or any applicable laws.

Article 23: Fiscal Crisis

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

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

3. The City will provide the Association with a request to reopen the MOU specifying the specific actions requested. The Association will have ten (10) days to accept or reject the request. If the employee organization accepts and request, the process will be in a manner as close as practicable to the Meet and Confer process. If the Association rejects the request, the City may take any actions legally permitted under state law, the City charter, code, and/or ordinances.

Article 24: Demotion/Recall

1. During times of severe fiscal crisis, it may be necessary for the City to eliminate programs and positions, layoff employees, and/or demote Sergeants. In these instances. Sergeants will be selected for demotion/layoff based on reverse seniority.

2. Sergeants identified for layoff will be offered the opportunity to bump subordinate ranking officers and accept a temporary demotion, at the top officer base wage, in lieu of separation (layoff).

3. Employees electing to exercise this right will have the responsibility to inform Human Resources of the election to bump and document the right to bump within 5 days of receiving notice of intent to layoff.

4. An employee who has been laid off or was demoted due to these circumstances will be reinstated to their previous rank, pay, and seniority before the City may test for vacant Sergeant positions.

5. Employees will be recalled back to Sergeant positions according to their previous Sergeant seniority order.

Article 25: Saving Clause

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

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

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

Article 26: Term and Effect

1. This MOU will remain in full force and effect commencing July 1, 2017 and terminating on June 30, 2021.

2. The City will not be required to meet and confer concerning matters, covered or not covered herein, during the terms of this MOU.

3. The City or Association has the right to go to the City Council to request an extension of the MOU if negotiations are not completed by June 30, 2021.

4. This MOU constitutes the total and entire agreements between the parties and no verbal statement will supersede any of its provisions.

IN WITNESS WHEREOF, the parties have set their hand this 22nd day of November, 2016.

CITY OF PEORIA
By:

Carl Swenson, City Manager

Steve Burg, Acting City Attorney

Dede Balcom Gaetz
Lead Negotiator, City of Peoria

Geena Valenzuela
Negotiation Team Member

CITY OF PEORIA POLICE SUPERVISORS
By:

Jon Meck, Sergeant
President, COPPS

Edward Bakke, Sergeant
Lead Negotiator, COPPS

Luis Aponte, Sergeant
Representative, COPPS

Jason Raith, Sergeant
Representative, COPPS

ATTEST:

Rhonda Geriminsky, City Clerk

ATTACHMENT "A"

Drug Screening Process

Purpose

The Peoria Police Department recognizes that in order to meet the high standards of performance, professionalism, and personal conduct required of those involved in the police profession, its employees must be free from the debilitating effects of illegal drugs. The improper or illegal use of any controlled substance harms the integrity of and undermines the public's confidence in the Department, and cannot be tolerated. This order establishes the procedures for testing employees of and applicants to the Department to discourage the illegal use of controlled substances, and ultimately to maintain the integrity of the Department.

Selection Process

1. The Police Chief or designee will administer the selection procedure, and the Professional Standards Unit authorized vendor will monitor the selection process to ensure its integrity.

2. Individuals who are subject to drug screening will have their name and serial number placed on a list. The selection will be made through the use of a computerized random system.

3. The screening will be for the drugs or classes of drugs listed in this attachment and Attachment B.

4. After employees submit to screening, they will be returned to the random pool and will again be subject to controlled substance screening.

Procedures

1. Screening

Upon selection of an employee to be screened for controlled substances, the Professional Standards Unit will contact the employee's supervisor. The supervisor will be responsible for notifying the employee during the employee's next scheduled shift. If notification cannot be accomplished within four (4) calendar days, the employee's supervisor will notify the Professional Standards Unit by returning the directive with a reason for the lack of notification. Upon or after notification, the employee will be required to report immediately to the nearest open authorized vendor for screening.

a. Employees who are unable to report immediately for screening after having been notified, due to court, work requirements, etc. will notify their immediate supervisor and report as soon as possible after completion of the conflicting task.

b. Time will not be allotted for the employee to confer with an Association representative or attorney prior to testing.

c. Employees will present the Directive to Appear for Controlled Substance Screening Form, received from the supervisor, to authorized vendor personnel for documentation of appearance. Employees will then return the original form to their immediate supervisor for forwarding to the Professional Standards Unit.
d. Failure to report immediately for screening will subject the employee to disciplinary action.

2. The attendant at the authorized vendor will provide employees with a Chain of Custody Document/Request Form. Employees will complete this form, following all the instructions on the form to ensure the security of the specimen. The employee may disclose, by writing on the front of the form, any medications which they have ingested within the last seventy-two (72) hours prior to the controlled substance screening. The information will include the name of the prescribing physician. Employees will be required to present picture identification to the authorized vendor attendant. In addition, and if requested, employees will provide the right index fingerprint on the Chain of Custody Document/Request Form.

a. The employee is not required to provide their home address, home telephone number, date of birth or social security number on any forms at the authorized vendor related to the controlled substance screening process.

b. The employee will provide their City employee number for tracking purposes.

c. The authorized vendor attendant will ask employees to remove any unnecessary garments such as a coat, jacket, or protective vest that might conceal items or substances that could be used to tamper with or adulterate the urine specimen. The authorized vendor attendant will ensure that all personal belongings, such as a purse or briefcase, remain with the
outer garments. Employees may retain their wallet.

d. Employees will be instructed to wash and dry their hands prior to urination.

e. Whenever there is reason to believe that an employee altered or substituted the specimen to be provided, the authorized vendor attendant will call the on-duty supervisor and he/she will respond to authorized vendor. The supervisor may order the employee to provide an observed specimen. When an observed specimen is ordered, the person observing the collection will note the observation on and sign the Directive to Appear for Controlled Substance Screening Form.

f. The employee will be given a collection bottle and directed to a private bathroom or collection area where the employee will be allowed as much time as necessary to provide a specimen consisting of at least 50 cc's of urine. The employee will be allowed to consume sufficient quantities of water as necessary to facilitate this process.

g. Under normal circumstances, the actual collection of the specimen will not be observed; however, precautions will be taken to prevent contamination of the specimen.

i. A bluing agent or dye will be added to the water of the toilet to prevent contamination of the specimen.

ii. The collection bottle will be checked by the authorized vendor attendant for volume, color, and appearance. The temperature strip located along the side of the bottle will ensure that the specimen temperature is within acceptable limits.

iii. If the temperature of a specimen is outside the range of 32.5 to 37.7 degrees Celsius/90.5 to 99.8 degrees Fahrenheit, which is a reason to believe that the individual may have altered or substituted the specimen, and another specimen will be collected under direct observation of a person of the same gender as directed by a sworn supervisor.

iv. Both specimens will be forwarded to the laboratory for testing. Individuals may have their oral temperature taken to provide evidence to counter the reason to believe the individual may have altered or substituted the specimen caused by the specimen's temperature falling outside of the prescribed range.

h. Both the individual being tested and the authorized vendor attendant will keep the specimen in view at all times before it is sealed and labeled. When the specimen is transferred to a second bottle, the authorized vendor attendant will request. that the individual observe the transfer of the specimen and the placement of the tamper-proof seal over the bottle cap and down the sides of the bottle.

i. Once a sample is provided, the authorized vendor attendant will place a tamper-proof seal on the container which contains the date and the individual's specimen number.

j. Employees will initial the identification label that will be placed on the specimen bottle to certify that it is their specimen.

Handling and Transport

1. The sealed specimen will be retained in a locked refrigeration unit at the authorized vendor until it is transferred to the courier who will deliver it to the laboratory for analysis.

a. The courier will sign and date the Chain of Custody Form to be shipped with the specimen.

b. The courier will verify that the coded numbers on the specimen correspond with the coded numbers on the Chain of Custody Form.

c. The specimen and the Chain of Custody Form will then be transported together to the appropriate laboratory for analysis.

2. Laboratory Analysis Procedures: The laboratory selected and the personnel employed by the laboratory will comply with all current guidelines mandated by the Department of Transportation, Office of Secretary, 49 CFR Pan 40.

a. Initial Test: The initial screening will use an immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. A small portion of the original test sample will be used to test for marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, amphetamines and anabolic steroids. The following initial cut-off levels will be used when screening specimens to determine whether they are negative for these drugs or classes of drugs:

Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	2000
Phencyclidine	25
Amphetamines	1000
Anabolic Steroids	19-nor-androsterone (nandrolone

Metabolite) and the testosterone/epitestosterone (TIE) ratio.

The reporting limit for nandrolone metabolite is 2 ng/ml
(* 25 ng/.ml if immunoassay specific for free morphine)

b. Confirmatory Test: All specimens identified as positive on the initial test will be confirmed. using gas chromatography/mass spectrometry (GC/MS), at the cut-off values listed in this paragraph for each drug. All confirmations will be quantitative analysis, using a small portion of the original sample. Concentrations which exceed the linear region of the standard curve will be documented in the laboratory record as "greater than highest standard curve value."

Confirmatory Test Level (ng/ml)
Marijuana metabolites 15
Cocaine metabolites 150
Opiate metabolites
Morphine 2000
Codeine 2000
Phencyclidine 25
Amphetamines
Amphetamine 500
Methamphetamine 500
(Delta-9-tetrahydrocannabinol-9-carboxylic acid)
(•• Benzoylegoconine)

Testing for anabolic steroids is typically detection based and not deterrence based. Consequently, any of the listed analytes (see Attachment B) that screen positive and are identified by GC/MS confirmation (typically 2-10 ng/ml) on a second aliquot are reported. There are two notable anabolic agents that utilize reporting numeric criteria - 19-norandrosterone (nandrolone metabolite) and the testosterone/epitestosterone (T/E) ratio. The reporting limit for nandrolone metabolite is 2 ng/ml and limited quantitative results may be available. Any specimen with a nandrolone metabolite level exceeding the highest calibrator is reported as a "greater than" result (e.g. >100 ng/ml). For the T/E ratio, any specimen with a T/E ratio greater than the cutoff, 6/1 is reported as positive.

a. Samples that are screened 'none detected' contain either no drugs or drugs below the cutoff detection level or that drug.

b. Samples that are screened 'positive' are handled by the laboratory as follows:

    i. Following a positive screen from the initial immunoassay test and a positive screen from the GC/MC test, samples are placed in a locked forensic freezer at the testing laboratory and are retained for one year, after which time they may be discarded if retention is not requested by the Department or COPPS.

    ii. A portion of a retained specimen sufficient for testing from a positive sample may be transferred directly from the testing laboratory to a NIDA-certified laboratory of the employee's choosing and tested at their own expense.

Attachment B

21791N- ANABOLIC STEROIDS EXPAND

Urine Tested by GC/MS for the following Analytes:

Anabolic: Androgenic Agents:

1-Testosterone &/or Metabolite/ 1-Androstendiol/-Androstendione
Bolasterone Metabolite
Boldenone/ Boldione/ Quinbolone Metabolite
Calusterone Metabolite
Clenbuterol
Clostcbol Metabolite
DanazoV Etbistcrone &lor Metabolite
Deh)'dro<;hloromelhyhestosterone (DHCMT) Metabolite
Dihydrotestosterone/ Drostandiol &lor Metabolite
Desoxymcthyi!CStosteronc Mellibolite
Drosaanolone *&lor* Metabolite
Esou-4,9-dien-3,17-dione Metabolite
Fluoxymcsteronc Metabolite
Formebolone Metabolirr:
fiiiWibol Metabolite
4-Hydroxytestost.crooe/ Formc:stanc Metabolite
6a-Methylandro£tendionc Metabolite
Mcstanolone Metabolite
Mcsterolonc *&lor* Metabolite
Mcthandrostenolooc (Mcthandicnone, Dianabol) Metabolite
Methandriol &Jor Mctabolit1:
Methasterone Metabolite
Mcthenolonc &lor Metabolite
McthyloortcstosteronO Metabolite
Mcthyllestostcrone Metabolite
Melhyt-l-testos1ero110 &lor Metabolite
Mibolenme *&lor* Mellibolire
Nandroloncll9-Nomndrostcndione/19-Norandrostendiol Metabolite
NorciOSicbol Metabolite
Norettumdrolone/llthylestrenol Metabolite
OxaboJ:onc Metnbolih:l
O.undroloue &lor Metabolire
Oxymcstcronc
Oxymctholone Metabolite
Prostanozol Metabolite
Stanozolol Metabolite,
Stenbolone *&lor* Metabolite
Testolactonc Metabolite
Testos1c:ronel Androstcndioncl Andra.rendioV DHEA (TIE Rlltio >6)
Tn:nbolaue Metabolite
Masking Agenll:
Probenecid
Epilesrosterone (> 200 ng/mL)
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Rcq Name: SPORTS I EXPANDED
R.msioza Date: DS/11/IOOIS