

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF PEORIA, ARIZONA
AND
ARIZONA FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 3282**

This Amendment to the Memorandum of Understanding is made on this 19th day of July, 2012, between the City of Peoria, Arizona ("City") and the Arizona Federation of State, County and Municipal Employees Local 3282 ("Employee Organization").

RECITALS

WHEREAS, the Mayor and Council of the City have entered into a Memorandum of Understanding with the Employee Organization dated July 1, 2010 (hereinafter "Memorandum") governing the terms and conditions of work for the employee organization represented by the American Federation of State, County and Municipal Employees Local 3282, as provided under the Peoria City Code, and

WHEREAS, the City and the Employee Organization desire to amend the Memorandum.

Therefore, the parties in consideration of the covenants and conditions to be performed by the City and the Employee Organization set forth in the Memorandum, the Parties agree to amend the Agreement as follows:

Section 2. Amendment to Article Thirteen.

Article Thirteen - Wages shall be amended to read as follows:

1. The pay schedule set forth in Attachment A will be the pay schedule in effect for The first pay period to include July 1, 2010, through the last pay period ending approximately June 30, 2013, the salary schedule will be paid to all full time employees if the normal work week is worked or fulfilled as paid leave.
2. All step increases and one-time payments are subject to a rating of satisfactory or greater on the evaluation given to the employee on their anniversary date during the year beginning on July 1, 2011 and ending on June 30, 2012. Employees will be eligible, provided they meet the above, for a step increase or a one time payment which for the MOU year beginning on July 1, 2012 and ending on June 30, 2013 will be effective on the first full pay period in July 2012.
3. For fiscal year 2011: zero (0%) percent step increase, zero percent (0%) market increase, and zero percent (0%) COLA.

4. For fiscal year 2012: zero percent (0%) step increase, zero percent (0%) market increase, and zero percent (0%) COLA. Those employees who are at the top of their pay range will eligible for one time \$850.00 payment.
5. For fiscal year 2013: Increase equivalent to two two and half (2.5%) percent step increase – for a total of five percent step increase, zero percent (0%) market increase, and zero (0%) COLA. Those employees who are at the top of their pay range and would not be eligible for a step increase will be eligible for a one-time \$850.00 payment.
6. The City will match each employee's voluntary contribution of \$15.00 per pay period to the deferred compensation plan for twenty-six (26) pay periods per year.
7. Employees who are regularly assigned to swing/2nd shift will receive thirty-five (\$.035) per hour and employees regularly assigned to graveyard/3rd shift will receive forty-five cents (\$.045) per hour. Shift hours will be determined by management.
8. Employees designated and assigned by management, whose regular duties routinely require the frequent verbal translation from English to Spanish and Spanish to English will be paid fifteen dollars (\$15.00) per pay period.

Employees who have been designated and assigned by management and successfully completed the City testing for reading, writing and speaking in Spanish will receive thirty dollars (\$30.00) per pay period.

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

9. 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.
10. The term "fiscal crisis" will mean an event followed by a declaration of emergency by the City and may include the loss of state revenues, reduction in City sales tax revenues or an emergency increase in expenditures not included in the regular City budget.
11. 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 the request, the process will be in a manner as close as practicable to the Meet and Confer process. If the Association rejects the request, the City may take any actions legally permitted under state law, the City Charter, code and/or ordinances.
12. Paragraphs nine (9) through eleven (11) above will expire two (2) years from the date of execution of this MOU.

Section 3. Full Force and Effect Provision.

City and Employee Organization agree that the items covered by this amendment shall become effective on July 1, 2012.

City and Employee Organization agree that except solely as modified above, changed and amended, the terms, conditions, and provisions of the Memorandum and subsequent amendments thereto, shall continue in full force and effect and shall apply to, and shall govern, this amendment of the Memorandum.

In Witness Whereof, the parties execute this agreement on the date set forth above.

EMPLOYEE ORGANIZATION

CITY OF PEORIA, Arizona

By: Randy Cordero
Its: President

Carl Swenson, City Manager

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney