

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF PEORIA, ARIZONA
AND
UNITED PHOENIX FIRE FIGHTERS ASSOCIATION LOCAL 493**

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 United Phoenix Fire Fighters Association Local 493 ("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, 2011 (hereinafter "Memorandum") governing the terms and conditions of work for the employee organization represented by the United Phoenix Fire Fighters, Local 493 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 Three.

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

A. Paragraph 4 of Article 3 – Wages shall be amended to read as follows:

4. Merit Increase: Employees will be eligible for a one time, one-step merit increase of 5% to become effective for the fiscal year beginning on July 1, 2012 and ending on June 30, 2013 on the first day of the first full pay period in the month of July 2012 (July 7, 2012), according to the Personnel Administrative Regulations provided that the performance rating in the year beginning on July 1, 2011 and ending on June 30, 2012 is satisfactory or above. The review date will be adjusted if an employee has an excess of thirty (30) continuous calendar days of unpaid leave. Employees who have reached the maximum salary step will not be eligible for additional merit increases. Nothing in this Agreement will create eligibility or entitlement to a step increase greater than one step at any point in time.

Notwithstanding anything contained in this Memorandum of Understanding (dated July 1, 2010 through June 30, 2011 between the City of Peoria, Arizona and the Peoria Fire Fighter's Association), the Association understands that the operation of Article 3, subsection 4 titled Merit Increases and Attachment A shall be suspended for the period commencing on July 1, 2010 and ending on June 30, 2011. The association and the City

acknowledges that each member's base pay as of July 1, 2010 shall be the base pay used for calculation of any premium payments under this Article. In addition: 0% COLA and 0% Market Adjustment for the period July 1, 2010 to June 30, 2011.

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: Joe Manning
Its: President

Carl Swenson, City Manager

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney