

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF PEORIA, ARIZONA
AND
PEORIA POLICE OFFICERS ASSOCIATION**

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 Peoria Police Officer's Association ("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 Peoria Police Officer's Association 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, Paragraph 6 – 6a. shall be amended to read as follows:

6. Step Increase: For the period of July 1, 2012 – June 30, 2013, the City of Peoria will implement a one-time merit step increase of 5%, not to exceed the maximum of the salary grade effective the first full pay period of July 2012 to all members with a current satisfactory performance evaluation. This increase is in lieu of the negotiated merit step increase on the anniversary date.

- a. 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.
- b. An employee who is on initial probation or who receives an overall annual performance rating of "2" (while performance meets requirements occasionally, improvement is required) or below, or is involuntarily demoted may be subject to reassignment during the shift bid year. Such reassignment may occur at the discretion of the Police Chief or his/her designee and will run through the then current shift bid year. An employee re-assigned under this provision will e

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'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 "3" (full performance of all job requirements) or better.
- c. Notwithstanding anything contained in this Memorandum of Understanding (dated July 1, 2010 through June 30, 2013 between the City of Peoria, Arizona and the Peoria Police Officers Association), the Association understands that the operation of Article 3, subsection 6 titled Step Increase and attachment A shall be suspended for the period commencing on July 1, 2010 and ending on June 30, 2012. 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 period July 1, 2010 to June 30, 2012.

In FY 12, the sum of \$104,000.00 will be divided equally between any PPOA employee eligible for a step increase as of July 1, 2011. In order to receive the lump sum payment the employee must have had a satisfactory performance evaluation, an overall rating of "3", in their performance evaluations during FY 11. The amount paid to the employee will be paid in two lump sums to be paid during the pay period that includes September 1, 2011 and during the pay period that includes March 1, 2012.

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: Cameron Lebbon
Its: President

Carl Swenson, City Manager

ATTEST:

Wanda Nelson, City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney