

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATIONS**

CC: _____
Amend No. _____

Date Prepared: April 21, 2010

Council Meeting Date: May 4, 2010

TO: Carl Swenson, City Manager
FROM: Wynette L. Reed, Human Resources Director
SUBJECT: United Phoenix Firefighters Association (PFFA), Local 493, Memorandum of Understanding (M.O.U.), July 1, 2010 to June 30, 2011

RECOMMENDATION:

Discussion and possible action that the Mayor and City Council approve and authorize the Memorandum of Understanding (MOU) with the United Phoenix Firefighters Association (PFFA), Local 493 for a one-year contract for Fiscal Year 2011.

SUMMARY:

The meet and confer process began on January 13, 2010 and concluded April 16, 2010. This MOU has been ratified by the membership of PFFA.

The major changes in the upcoming MOU are as follows:

TERM OF AGREEMENT

- The agreement is for a one-year period, beginning July 1, 2010 to June 30, 2011.

BASE WAGE

- For Fiscal Year 2011: zero (0%) percent step increase, zero percent (0%) market increase, and zero percent (0%) COLA.

OTHER

- Added a Floating Holiday as an option for our diverse workforce
- Updated language to evaluate the feasibility of incorporating a 48/96 work schedule without negatively impacting operations

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business
- Public Hearing: No Action Taken

ORD. # _____ **RES. #** _____
LCON# _____ **LIC. #** _____
Action Date: _____

Council Communication, PFFA MOU, July 1, 2010 to June 30, 2011
May 4, 2010
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- Added a Deferred Retirement Option Program (DROP) for eligible employees that is cost neutral
- Other MOU revisions as necessary to eliminate outdated language and/or make minor corrections as necessary and agreed upon between the City and PFFA

ATTACHMENT: Amended Memorandum of Understanding, FY2011

CONTACT: Thomas Solberg, Fire Chief, X7181
Joesette Frausto-Flatt, Sr. Human Resources Consultant, X7538

MEMORANDUM OF UNDERSTANDING

JULY 2010 THROUGH JUNE 2011

CITY OF PEORIA

AND

UNITED PHOENIX FIRE FIGHTERS ASSOCIATION LOCAL 493

REPRESENTING
PEORIA FIRE FIGHTERS

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PREAMBLE

Whereas, the parties, through their designated representatives, met and conferred in good faith in order to reach agreement concerning wages, hours, and working conditions of employees comprising the Fire Fighter Unit; and

WHEREAS, the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or ordinances of the City of Peoria;

NOW THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Peoria with their joint recommendation that the Council resolve to adopt its terms and provisions.

Article 1: Gender

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

Article 2: Rights of the Parties

1. Rights 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 Fire Fighter Unit as determined by the Peoria City Council Ordinance #88-14/89-01.
- b. Certain specified shift representatives of the Association have the right to paid release time under the Grievance Procedure herein as follows:
 - i. The Association may designate one (1) representative for each shift (Shift A, B, and Shift C) and will notify the Fire Chief of such designations. There will be no obligation on the Department to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations.
 - ii. A shift representative may, when the Association is designated in writing by a grievant, act as his representative, attend mutually scheduled Memorandum (MOU) grievance meetings and hearings with department representatives without loss of payor benefits. In no event will this paid release time be used for any other purpose, such as gathering information, interviewing the grievant or witnesses, or preparing a presentation.
 - iii. The Association representative is required to obtain permission of his immediate supervisor to absent himself/herself from their duties to attend scheduled grievance meetings. A representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the work area supervisor. This permission will not be unreasonably withheld, giving proper consideration to essential work of the department and the occupational safety of the shift representative.

- c. The Association, through its designated representative, may distribute materials on the City premises (building and grounds) only before and after scheduled departmental activities designated by the Fire Chief.
 - i. The Association will, subject to operational and scheduling requirements, be allowed release time with pay up to a maximum of six hundred (600) hours per MOU year for duly elected officers, trustees, and members appointed by the President for specific committees to attend Association business and Board of Trustees meetings or to attend MOU seminars and conventions. Union release time (URT) will be charged for any meeting requested by the Association, during their regular work shift, for discussions with, but not limited to, the Mayor, Council Members, City Manager, City Attorney, Department Directors, Managers, Supervisory employees, employees covered by the PFFA Agreement or other Association officials.
 - ii. Notice of events and names of members attending must be submitted to the Fire Chief or his designee by the Association no later than forty-eight (48) hours in advance of the release time.
 - iii. Release time will be charged against the bank of six hundred (600) hours in direct proportion to the number of straight time hours assigned for coverage of duty absences by the Fire Chief. If additional URT hours in the first year are needed, hours may be drawn from the second year. In no instance, will hours greater than 1200 be available for the term of this Agreement.
- d. The City will furnish to the Association on request, at actual cost, a listing of Association members of City payroll deduction in July and January during the term of this agreement indicating name, mailing address, and job assignment. The MOU agrees to use this list solely for purposes of communicating with employee members and will not share this information with other individuals or organizations.
- e. The City will deduct biweekly an amount approved by the membership of the Association limited to regular and temporary membership dues pursuant to authorization on a form to be provided by the City, duly completed and signed by the Association member, 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, employee number, effective date and amount. The City will not make dues deduction for Unit employees on behalf of any other employee organization during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph.
- f. The City will provide bulletin boards designated by the City for posting of official Association literature that is not political in nature, abusive of any person or organization, or disruptive of the Department's operations. In addition, the Association will be allowed, consistent with past practices, to the C.A.D. system to disseminate such information when necessary. Such announcements will not be political in nature, nor will they be abusive of any person or organization or disruptive of the Department's operation.
- g. The City will provide the Association, upon request, non-confidential and readily available information concerning the employees, which is necessary to Association representatives for negotiations, and is not otherwise available to the Association, such as personnel

census, employee benefit data, and survey information. Such requests will be made through the City Manager or his designee. Any usual costs incurred by the City in connection with this section will be borne by the Association.

- h. The Association will be allowed up to two (2) hours to talk to and possibly sign new fire fighter recruits into the Association. This time will be allotted in conformance with Phoenix Fire Training Academy practices. During such discussions, Association representative will avoid the dissemination of information, which is political in nature, abusive of any person or organization or disruptive of the Department's operations.
- i. The Employer agrees that non-employee officers and representative of the Association will have reasonable access to the premises of the Employer during working hours with advance notice to the appropriate Employer representative. Such visitations will be for the reasons of the administration of this agreement. The Association agrees that such activities will not interfere with the normal work duties of employees.

2. Management Rights

- 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.
- b. The City Manager and the Fire 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, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules consistent with law and the specific provisions of this Memorandum, to direct its employees, to take disciplinary action for proper cause, to relieve its employees from duty because of lack of work or other legitimate reasons, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interests of efficient service to the community. Nothing herein will be construed to diminish the rights of the City under Ordinance 88-14.
- d. The Association agrees for its members who work for the City that they will individually and collectively perform loyal and efficient work and service; that they will use their influence and best efforts to protect the property of the City and its service to the public; and, that they will cooperate in promoting and advancing the welfare of the City and the protection of its service to the public at all times.
- e. The Association and the City mutually agree through the labor/management process to cooperate in achieving increased productivity for the mutual benefit of all concerned through better utilization of equipment, manpower and methods of work.

3. Employee Rights

- a. All employees will have the right to have the Association serve as their "Meet and Confer" representatives as set forth in Ordinance 88-14, without discrimination based on membership or nonmembership in the Association.
- b. Employees will have the right to be represented by the Association 10 dealings with the City concerning grievances as defined in this Memorandum (Article 17).
- c. Employees will have the right to present their own grievance in person.
- d. Any employee covered hereunder or his/her representative designated in written form, signed by the employee will, on request and by appointment, be permitted to examine his/her personnel file.
- e. No employee will have any adverse comments entered into his personnel file 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 personnel file, which may be adverse in nature.

Article 3: Wages

1. The pay schedule set forth in Attachment A will be the pay schedule effective the pay period including July 1, 2010. The salary schedule will be paid to all full time employees if the normal work week is worked or fulfilled as paid leave.
2. Assignment and Bilingual Pay:
 - a. Employees assigned as paramedics will receive their regular pay rate five hundred dollars (\$500) per month assignment pay.
 - b. Employees assigned to Special Operations/Technical Rescue (TRT) will receive their regular pay rate plus two hundred, thirty dollars (\$230.00) per month assignment pay.
 - c. Employees assigned to the HazMat team will receive their regular pay rate plus two hundred, thirty dollars (\$230) per month assignment pay.
 - d. Employees assigned as paramedics and either HazMat or TRT will receive their regular pay rate plus six hundred, thirty five dollars (\$635) per month assignment pay.
 - e. Employees assigned as paramedics with toxicology certification will receive thirty dollars (\$30.00) per pay month.
 - f. In order to receive assignment pay, employees must be assigned by the Fire Chief, must be certified, must complete all required hours of training, and must successfully pass any regular skills maintenance assessment administered or approved by the Fire Department. Employees failing to maintain required technical skill level will forfeit their monthly assignment pay until they can successfully retest or complete required training.

- g. Employees who successfully complete City administered testing for reading and speaking in Spanish and routinely provide translation from Spanish to English will receive forty dollars (\$40.00) per pay period.
- 3. Employees who are eligible for assignment payments 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, premiums may not be duplicated and employees may not be compensated in multiple, cumulative methods for the same premium.
- 4. Merit Increase: Employees will be eligible for a one-step merit increase to become effective on their review date according to the Personnel Administrative Regulations provided the performance rating 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 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 the calculation of any premium payments under this article. In addition: 0% COLA and 0% Market Adjustment for period July 1, 2010 to June 30, 2011.

- 5. Employees may accrue up to two hundred, thirty four (234) hours of compensatory time. The use of compensatory time will be scheduled in accordance with department guidelines and procedures. Compensatory time will be counted as time worked for the calculation of overtime.
 - a. Effective the pay period commencing 1/10/09, employees may elect to have their FLSA overtime hours (6 hours @ time and one-half per pay period) accumulated as compensatory time up to the maximum accumulation of 234 hours. Any employee wishing to elect this must submit a signed and dated notice to the Fire Chief by December 1, 2008.
 - b. Once chosen, this election will be effective during the entire fiscal year. New elections or changes will be effective with each new fiscal year and must be submitted to the Fire Chief no later than May 1st and will be effective the first pay period of the following fiscal year. Changes may not be made during a fiscal year and all elections will carry forward to the next fiscal year unless a change request is submitted in accordance with the annual election process.
- 6. The City will contribute one and one-half percent (1.5%) of the employee's current salary for all employees to the City designated Retiree Health Savings Account.

Article 4: Hours of Work

The daily work hours and weekly shift schedules of Fire Unit personnel will be determined by the Fire Chief. Duty hours of shift personnel will continue to average fifty-six (56) hours per week.

By the end of this current contract a decision will be made by the Fire Chief as to whether the Operations Division of the Peoria Fire Department will implement a trial period operating on the 48/96 work schedule. The details of which will be determined through the Labor/Management process.

Article 5: Shift Trades

Absence with Relief (AWR's/shift trades) are designed to allow shift members a means of obtaining additional time off in the absence of sufficient vacation leave and/or to allow additional employees off without creating overtime. Two employees may be granted the opportunity to exchange shifts in accordance with Department Policy and Procedures (SOP 101.14). Shift exchanges will not qualify an employee for premium overtime payment. All shift exchanges are subject to the approval of the Fire Chief or his designee and will be in conformance with regulations issued by the Fire Chief.

Article 6: Holiday Benefits

1. For employee personnel on a 40 hour work week schedule the following will apply:

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

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 the following Monday.

2. Employee personnel assigned to a 56-hour work week schedule will receive 11.2 hours holiday pay for holidays in Article 6.
3. 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; (24) hours per year for employees assigned to work a fifty-six (56) hour shifts and a total of eight (8) hours per year for employees assigned to work eight (8) hour shifts. This benefit will not continue beyond the term limit of this MOU unless the parties mutually agree to do so in a successor agreement.

Article 7: Life Insurance

The City will provide life and dismemberment insurance coverage in the amount of one thousand dollars (\$1000) for each one thousand dollars (\$1,000) of employee current annual salary, rounded to the nearest thousand dollars of the employee's pay range step.

Article 8: 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 100%.

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.

The City agrees to involve PFFA designee to participate in the Insurance Advisory Committee.

Rio Vista Membership:

In an effort to promote healthy lifestyles, free Rio Vista Memberships are available to employees, members of their household, or dependents as identified as enrollees in the City's health plan for the term of this contract, July 2010 through June 30, 2011. Free Rio Vista Memberships will not continue beyond the term limit of this MOU unless the parties mutually agree to do so in a successor agreement.

- Memberships may not be waived in exchange for any other compensation.
- Memberships are not transferrable to non-eligible persons.
- The City will not substitute paid memberships at other fitness centers, gyms or recreation centers in lieu of membership at Rio Vista
- The value of memberships is taxable to both the City and the Employee and taxes will be deducted from the employee's paycheck at monthly intervals.

Article 9: Overtime

Overtime will be worked and will be allowed if assigned by the Fire Chief or his designees. 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 one hundred six (106) in a fourteen (14) day work period.

Paid vacation, paid sick leave, paid military leave, paid bereavement leave and paid personal leave day will be counted as hours worked for credit toward overtime calculations.

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.

Article 10: Working Out Of Class

1. Employees who are temporarily upgraded by management to perform substantially the full range of duties and responsibilities of a higher level classification will receive an additional five per cent (5%) of their straight time base pay in a twenty-four (24) hour shift for all time

actually worked out of class in excess of two hundred sixty-four (264) qualifying hours within any twelve (12) month period. The qualifying hours will be reduced to two hundred (200) if the employee member is on the current promotional eligibility list for the higher classification. No qualifying hours will be required if the employee member has an A.A. degree in Fire Science and is on the current promotional eligibility list for the higher classification. Successful completion of the department's move-up program will count toward the minimum hours required to qualify for WOOC pay.

Employees working four (4) hours or less in a higher classification will not be credited towards the qualifying hours.

The higher rate of pay will be used in computing overtime when authorized overtime is performed in out-of-class work. The overtime rate will be the rate established by the overtime regulations that apply to the higher classification.

Time worked in a higher classification will not be credited toward the completion of probationary requirements in the higher classification.

2. Employees assigned by management to staff assignments (40 hours) with the exception of employees who are assigned to Light Duty and departmental training, will receive a cap of 8% assignment pay if such assignment is to exceed two consecutive pay periods, and will continue to receive such assignment pay for the duration of such assignment. Light Duty personnel and those in departmental training will receive their normal 56 hour rate of pay.

Article 11: Callback Pay

Callback time will be a minimum of two (2) hours at one and one-half (1.5) times the employee's regular rate of pay after the first seven (7) minutes, calculated to the nearest one-quarter (1/4) hour.

Article 12: Uniform, Clothing and Equipment Allowance

Employees will receive four hundred ninety-eight dollars (\$498) per annum for reimbursement of reasonable expense for cost, maintenance and cleaning of uniforms, clothing, and equipment. Two hundred forty-nine dollars (\$249.00) will be paid on or about August 1 and February 1 of each MOU year.

Article 13: Paid and Unpaid Leaves

1. Vacation Leave

All full-time employees working twenty-four (24) shift days will earn vacation leave as outlined in the following schedule:

<u>Years of Employment</u>	<u>Annual Hours</u>
1-4	108
5-9	122
10-14	156
15-19	212
20+	260

2. Employees will be allowed to accrue vacation leave up to 544 hours annually. All vacation

time, which would normally accrue after having attained this amount, will be forfeited.

3. Vacation Conversion to Cash

Employees may request direct payment of accrued vacation hours under either of the following provisions:

- a. In June and December of each year, employees with seven and one-half (7.5) years of service may convert up to ninety-six (96) hours of accrued vacation to direct pay. Employees must maintain a minimum balance of ninety-six (96) hours of accrued vacation to be eligible for this benefit.
- b. Employees with ten (10) years of service may elect to receive all vacation accrual in a fiscal year as direct pay to be paid in the same pay period the vacation would have normally been accrued. Employees must have a minimum balance of ninety-six (96) hours of vacation to be eligible for this benefit. Employees must request this option no later than June 15 of any given year to be implemented for the following fiscal year.

4. Sick Leave

- a. A full-time employee will be entitled to paid sick leave. Employees will accrue sick leave at the rate of 11.166 hours each complete calendar month of work (134 hours per year).
- b. An employee will accrue unused sick leave from previous years to a total of one thousand six hundred fifty-six (1,656) hours per year.
- c. All hours earned in excess of one thousand six hundred fifty-six (1,656) during the calendar year will be paid at the amount of compensation equal to twenty five percent (25%) of his base hourly rate in December of each year.

5. Sick Leave Conversion at Retirement

Employees who have accumulated a minimum of (200) hours of sick leave at the time of retirement (defined as an employee who retires and is eligible to receive PSRS retirement benefits, including disability retirement) will be eligible to convert all accumulated sick leave to regular, straight-time pay on a two-for-one basis; i.e., two (2) sick hours for one hour's pay (an amount equal to 50% of the base hourly rate for all accumulated hours).

6. Leave of Absence without Pay

- a. Leave of absence without pay may be granted to regular employees, upon written request, for a period not to exceed ninety (90) days by the City Manager. Upon expiration of leave of absence without pay, the employees will return to work in the position held at the time that leave was granted.
- b. Failure, without good cause of the employee on leave, to report promptly when leave has expired will be considered as a resignation. There will be no accrual of sick leave or vacation leave while on leave of absence without pay.

7. Industrial Leave

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

Industrial leave is not accrued, but is available through the State Industrial Commission or the City's Employee Benefit Trust in conjunction with the state law and City policy.

a. Job Related Injury:

Job related personal injuries to employees must be reported to their immediate supervisor, absent extenuating circumstances, within twenty four (24) hours of the time the accident occurred. The City has the right to request that an employee injured on the job seek medical assistance from a doctor of the City's choice.

- i. Industrial leave is authorized through the State Industrial Commission or the Employee Benefit Trust.
- ii. While on industrial leave, no sick leave, vacation leave, compensatory leave, or any other paid leave will be charged to the employee.
- iii. While on industrial leave, the employee will remain in full pay status accumulating all benefits due to him/her.
- iv. An employee may remain on industrial leave for 180 days at which time an evaluation will be made, upon the recommendation of a City authorized physician as to whether the employee will be able to return to work performing the essential functions of their job, with or without a reasonable accommodation.

b. Industrial Leave – Benefits

- i. The employee will remain in a full paid status regardless of when the injury occurred. Subsequent adjustments to the employee's earnings will be made to account for the non-taxable income attributable to the statutory amount as determined by the Arizona State Worker's Compensation Fund.
- ii. If a compensable claim is processed through the Arizona State Compensation Fund, a check is issued to the employee and must be endorsed back to the City.
- iii. If the claim is determined not to be compensable the employee may appeal the decision to the Industrial Commission of the State of Arizona for final disposition.

c. Limited Duty Assignment

- i. When able, the City may provide limited duty assignments for full-time and regular part-time employees who are unable to perform their normal duty assignments due to temporary injuries, physical or mental, that have occurred on duty. The employee may receive pay equivalent to the classification of the limited duty assignment.
- ii. The limited duty assignment will not exceed a period of 90 calendar days, unless to so do would be in the best interest of the City. Any extension of the 90 calendar days will be subject to the approval of the City Manager or his designee.

1. If a City-authorized physician determines that the employee is no longer able to perform the essential functions of their same job after a disability occurs, the employee will be considered for other job openings for which the employee is qualified and for which the employee is able to perform, with or without a reasonable accommodations, provided the disability is covered under the Americans with Disabilities Act.
 2. If a City-authorized physician determines that the employee is no longer able to perform the essential functions of their same job or any vacant job within the City, with or without reasonable accommodation, the employee may be separated from the City employment through an eligible retirement or disability process.
 - a. If a determination has not been made by the 180th day of industrial leave, an evaluation will be made as to whether or not the employee will be separated from the City or remain on leave status.
 3. When released to full or light duty the employee is no longer on industrial leave. Any prescribed follow-up care during regular scheduled work hours will be charged to industrial leave. Industrial Leave that is taken specifically for follow-up care resulting from a work-related injury, will not be counted toward any calculations of excessive absences for the purpose of evaluations or disciplinary action.
- d. This regulation shall not be construed to require the City to take any actions to create a position for light duty or limited duty assignments, beyond those which are deemed reasonable under the Americans with Disabilities Act.

The City of Peoria may require an employee to submit to an Independent Medical Exam (IME) or Second Opinion to determine fitness for return to duty, ability to perform essential functions of a job when conflicting results are received from medical personnel, or when job related illness or injuries prevent an employee from his/her job. This process is initiated by the Cities designated Industrial Carrier with involvement by the Fire Chief, the Human Resources Director, and employee.

8. Bereavement Leave

- a. Upon being notified of the death of a relative of an employee, the employee may be granted Bereavement Leave to attend the funeral, memorial service, or similar event commemorating the life of the deceased, held within thirty (30) days following the death. These hours shall not be chargeable to vacation or sick leave. Any additional hours beyond the limit may be charged to the employee's accrued compensatory, personal, or vacation leave upon approval by the Fire Chief.
- b. Full-time and regular part-time employees will be entitled to Bereavement Leave in the following manner:
 - i. Firefighters working 24 hour shifts will be entitled to use up to forty-eight (48) hours bereavement.
- c. Calculation of Bereavement Leave shall be based on the number of hours in the employee's regularly scheduled workday.
- d. Bereavement Leave shall be allowed in the case of death of relative. There shall be no accrual of Bereavement Leave and any unused amounts shall automatically be forfeited

when the employee returns to work. Upon retirement or termination of employment, compensation shall not be paid for unused Bereavement Leave

- e. 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 minor for whom the employee serves as the guardian or conservator.
- f. 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 domestic partner affidavit filed with the Human Resources Department.

***First Degree Relative:** spouse or domestic partner, mother, father, daughter, son, full sister, full brother.

Second Degree Relative: grandmother, grandfather, granddaughter, grandson, aunt, uncle, niece, nephew, half sister, half brother.

Third Degree Relative: great grandmother, great grandfather, great granddaughter, great grandson, great aunt, great uncle, first female cousin, first male cousin, grand niece, grand nephew.

9. Personal Leave

Employees will receive two (2) days of personal leave each calendar year which is not cumulative and not carried over from one (1) 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; a total of forty-eight (48) hours per year for employees assigned to work twenty-four (24) hour shifts and a total of sixteen (16) hours per year for employees assigned to work eight (8) hour shifts. Employees are required to request such leave ten (10) days in advance. Exceptions to the notice requirement may be made at the discretion of the Fire Chief or his/her designee.

Article 14: Staffing

1. The Fire Department will staff all engine and ladder companies with a minimum of four employee members in accordance with the provisions of the Article.
2. The City will have in place a Fire Department Constant Staffing Standard Operating Procedure. The Operating Procedure will outline the method of assigning constant staffing opportunities, minimum and maximum number of hours assigned, and constant staffing assignment for pre-scheduled and unscheduled leave.
3. The Standard Operating Procedure will be developed by a joint Labor-Management committee. The Standard Operating Procedure will not be altered or modified without first discussing the proposed changes with the Labor-Management Committee. The Constant Staffing Procedure may be reviewed as resources or operational requirements warrant at the request of any member of the Labor-Management Committee.
4. No more than fifty percent (50%) of the units designated as four-position constant staffed units will operate at a reduced three-member level at anyone time.
5. The minimum staffing provisions of this Article will be subject to:

The maintenance of designate four-position constant staffed units will not degrade or otherwise adversely impact the financial integrity of the Fire Department overtime budget, resulting in increased cost to the City.

Article 15: Health and Safety Committee

A Fire Department Safety Committee will be established in accordance with department policy to address safety issues including, but not limited to, NFPA 1500, OSHA, City, and department regulations. This policy will not be modified without consulting the Labor-Management Committee.

Article 16: Grievance Procedure

1. The City and the Association agree that the procedure provided in this MOU will be the sole and complete remedy for grievances under this MOU. Grievances on issues outside the terms of this MOU may not be grieved under the provisions of this MOU. Grievances on issues contained in the Personnel Administrative Regulations will be processed in accordance with the Personnel Administrative Grievance procedure.

2. Informal Resolution

a. It is the responsibility of employees who believe that they have a bona fide complaint concerning violation of the Agreement to promptly inform and discuss it with their Battalion Chief in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.

b. 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:

3. Definition of Grievance

A "grievance" is a written allegation by an employee, submitted in a timely manner in accordance with this provision, alleging specific violations of the terms of this MOU. The grievance will identify the article or articles of the MOU, which are alleged to be violated and the specific remedy requested. Failure to identify the said article or articles of the MOU and the specific remedy will automatically terminate the grievance.

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 submit it to his/her Battalion Chief as designated by the City within fourteen (14) calendar days of the initial commencement of the occurrence being grieved. Either party may then request a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. The supervisor will, within fourteen (14) calendar days of having received the written grievance, or such meeting, whichever is later, the second level or review will submit his/her response in writing to the grievant and the grievant's representative, if any.

Step 2

If the response of the first level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the form and presenting it to the Deputy Fire Chief within seven (7) calendar days of the grievant's receipt of the level one response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within twenty-one (21) calendar days of having received the written grievance, or the meeting, whichever is later, the second level of review will submit his/her response to the grievance to the grievant and the grievant's representative, if any.

Step 3

If the response of the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the form and presenting it to the Fire Chief within seven (7) calendar days of the grievant's receipt of the level two response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within twenty-one (21) calendar days of having received the written grievance, or the meeting, whichever is later, the third level of review will submit his/her response to the grievance to the grievant and the grievant's representative, if any.

Step 4: Grievance Committee

If the response of the third level of review does not result in resolution of the grievance, the grievant and the Association may submit the grievance to a Grievance Committee for review and recommendation within seven (7) calendar days of the receipt of the level three response. The Grievance Committee will include two (2) representatives of the City Manager who were on the negotiating committee and two (2) representatives of the Association who were on the negotiating committee. These four (4) individuals will review the grievance and make a recommendation for resolution of the grievance, within fourteen (14) calendar days of having received the appeal.

Step 5: Arbitration

If the response of the fourth level of review does not result in resolution of the grievance, the grievant and the Association may jointly invoke the Step 4 procedure. Department management and the grievant, or their designated representatives, will agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties will, within seven (7) 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 not add to, detract from or modify the language of the MOU or of Department rules and regulations in considering any issue properly before him/her.
- b. The arbitrator will expressly confine himself/herself to the precise issues submitted to him/her and will have no authority to consider any other issue not so submitted to him/her.

- 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 6

If Step 5 does not resolve the grievance, either party may submit the grievance to the City Manager. The City Manager may accept, modify or reject the arbitrator's recommendation and will submit this decision in writing to the grievant and his designated representative within twenty (20) calendar days of receipt off the written arbitrator's recommendation.

5. Time Limits

Failure of Department representatives to comply with time limits specified in Step I and 2 will entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits will constitute abandonment of the grievance. Except, however, the parties may extend time limits by mutual written agreement in advance.

Article 17: Prohibition of Strikes and Lockouts

The Association pledges to maintain unimpaired firefighting and related support services as directed by the Fire Chief. It will not cause, condone, counsel, or permit its members, or employees, or any of them, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the Department.

Article 18: Fiscal Crisis

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

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.

The City will provide the Association with a request to reopen the Memorandum 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, City's charter, code, and ordinances.

Article 19: Savings Clause

1. If any Article or Section of this Memorandum should be held invalid by operation of law or by final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this

Memorandum will not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them, will meet and 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 are currently applicable to certain wage and premium pay provisions of this MOU, and that 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, Employee Rights, Grievance Procedure and Articles constituting labor management joint endeavors conducted under this MOU will not be interpreted as requiring the Employer to count as time worked any hours or fractions thereof spent outside the employee's work shift in pursuit of such benefits.

Article 20: Term and Effect

1. This Memorandum of Understanding will remain in full force effect commencing on July 1, 2010 and terminating on June 30, 2011, except that economic terms will be in effect for the first full pay period coinciding with July 1, 2010 through the last full pay period prior to July 1, 2011. The City will not be required to meet and confer concerning any other matters, covered or not covered herein, during the term of this Memorandum. This Memorandum constitutes the total and entire agreement between the parties and no verbal statement will supersede any of its provisions.
2. The city will not be required to meet and confer concerning any other matters, covered or not covered herein, during the term of this Memorandum, except that both parties agree to meet and confer regarding the subject of base wages only, effective the second fiscal year of this Memorandum. All parties agree to begin negotiations no later than November 10, 2008 and to conclude negotiations no later than December 31, 2008.
3. This Memorandum constitutes the total and entire agreement between the parties and no verbal statement will supersede any of its provisions.

ARTICLE 21: DROP Program

1. DROP Program:
 - a) Eligible Public Safety Employees covered under the MOU must apply for and be accepted into PSPRS DROP program by the local retirement board.
 - b) Once approved for the DROP, the City will stop deducting the 7.65% employee contribution into PSPRS and will divert the contribution into the employee's 457 account. Additionally, the City will discontinue the employer contribution into PSPRS and instead will divert a matching 7.65% contribution into the 457 account.
 - c) Public Safety Employees covered under the MOU who enter the DROP are required to open and enroll in a City sponsored 457 plan. Public Safety Employees will be given the opportunity to make an irrevocable decision to waive participation in this program. Employees who waive participation will receive the diverted 7.65% contribution as taxable income, but will, however be ineligible to receive the City's matching contribution. Employee who are currently contributing a flat rate contribution to their existing 457 plan will be required to convert the contribution to a percentage contribution or to eliminate the

flat rate contribution. Public Safety Employee who elect to participate in this plan will have the diverted DROP contributions deposited into their 457 prior to making any other contributions. Subsequent contributions may not exceed the appropriate statutory limits of the plan.

- d) Public Safety Employees covered under the MOU who enter the DROP and are within three years of retirement are required to elect the “three year catch-up contribution.” Employees who are over the age of 50, but who are not within three years of retirement are required to elect the “over 50 catch-up contribution.” The allowable contributions under the catch up provisions of the plan are determined by the Internal Revenue Service on an annual basis. Election of either “catch up contribution” does not obligate the employee to contribute to the statutory limits, but rather allows the limits to be established at a level that will allow for maximum contributions from the DROP program.
- e) Both the employee contribution of 7.65% and the City contribution of 7.65%, along with any other contributions being made to the 457, may not exceed the statutory limits of the plan. Any percentage of contributions that exceed the statutory limits will be automatically made to an ICMA plan opened on the employee’s behalf.
- f) Contributions made to both the 457 plan are subject to the normal distribution requirements of the plan. The contributions of the plan are contributed tax deferred to the employee, until distribution of the funds occur. Upon distribution the funds are taxable.
- g) Employee and employer contributions will cease once an employee retires from the City and/or reaches the maximum duration under DROP program.
- h) Eligible Public Safety Employees covered under the MOU who entered into DROP prior to July 1, 2010 will begin making contributions into a 457 plan as of July 1, 2010, unless they waive their participation, and are only eligible for the employee and employer contributions for the remaining time they are actively participating in DROP program.
- i) In the event of an employee’s death the employee and employer contributions diverted under the provisions of this program will cease as of the date of death.

IN WITNESS WHEREOF, the parties have set their hand this _____ day of _____ 2010.

CITY OF PEORIA
ASSOCIATION

PEORIA FIRE FIGHTERS

By:

By:

Carl Swenson, City Manager

Ron Singleton, Lead Negotiator

Steve Kemp, City Attorney

Joe Manning, PFFA Representative

Thomas Solberg, Lead Negotiator

Anthony Neely, PFFA Representative

Mark Nichols, Negotiations Team Member

Billy Morris, PFFA Representative

Stacy Irvine, Negotiations Team Member

Steve Brandell, PFFA Representative

Joesette Frausto-Flatt, Negotiations Team Member

Justin Gorospe, PFFA Representative

Christine Nickel, Negotiations Team Member

Ross Kafer, PFFA Representative

Todd Childers, PFFA Representative

ATTEST:

Hunter Clare, PFFA Representative

Mary Jo Waddell, City Clerk

ATTACHMENT A

Effective July, 2010

<u>FIREFIGHTER</u>	STEP	HOURLY	MONTHLY
Upon graduation from Academy	1	\$14.31	\$3474
6 months after graduation from Academy	2	\$15.03	\$3648
1 ½ years after graduation from Academy	3	\$15.79	\$3832
2 ½ years after graduation from Academy	4	\$16.58	\$4024
3 ½ years after graduation from Academy	5	\$17.41	\$4225
4 ½ years after graduation from Academy	6	\$18.28	\$4437
5 ½ years after graduation	7	\$19.19	\$4658
6 ½ years after graduation	8	\$20.16	\$4892
<u>ENGINEER</u>			
Upon Promotion	1	\$21.17	\$5138
After 1 year at Step 1	2	\$22.24	\$5397
<u>CAPTAIN</u>			
Upon promotion	1	\$23.33	\$5663
After one year at Step 1	2	\$24.51	\$5949
After one year at Step 2	3	\$25.74	\$6248
After one year at Step 3	4	\$27.02	\$6559

This pay plan illustrates classifications, hourly and monthly pay corresponding to specific time periods.

ATTACHMENT B

Leave Conversion between 56-hour and 40-hour Work Weeks

Employees who are temporarily assigned to a 40-hour workweek will have their leave accruals converted the equivalent 40-hour total when their new assignment commences. They will then begin to accrue additional leave at the new 40-hour accrual rate, and will accrue at this rate for the duration of their 40-hour assignment.

Upon re-assignment to a 56-hour workweek, employees will have their leave accruals converted back to the equivalent 56-hour total, and they will begin to accrue any new leave at the 56-hour accrual rate.

To convert leave banks from 56-hour accruals to the equivalent 40-hour accruals: Multiply each category of leave (sick, vacation, comp) by 1.4 to calculate new leave accrual balances.

Monthly accruals for vacation are as follows:

1-4 Years of Employment

56-hour	40-hour
9 hours	6.146 hours

5-9 Years of Employment

56-hour	40-hour
10.167 hours	7 hours

10-14 Years of Employment

56-hour	40-hour
13 hours	9 hours

15-19 Years of Employment

56-hour	40-hour
17.67 hours	12.33 hours

20+

56-hour	40-hour
21.66 hours	15.166 hours

Monthly accruals for sick leave are as follows:

56-hour	40-hour
11.166 hours	8 hours