

MEMORANDUM OF UNDERSTANDING

JULY 2008 THROUGH JUNE 2010

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 pay or 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 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 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, 2008. The pay schedule set forth in Attachment B will be the pay schedule effective the pay period including January 1, 2009. 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 to 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.

5. Each employee must make a mandatory thirty-five dollar (\$35.00) contribution per pay period, for twenty-six (26) pay periods per year, to the City designated deferred compensation provider. The City will match each employee's contribution of thirty-five dollar (\$35.00) per pay period for twenty-six (26) pay periods per year.
6. 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 1<sup>st</sup> 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.
7. 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 employee personnel will continue to consist of twenty-four (24) hour shifts and an average fifty-six (56) hours per week.

This article does not guarantee any minimum number of hours of work.

**Article 5: Shift Trades**

Two employees serving in the same classification, or on the current promotional list for that classification, may be granted the opportunity to exchange shifts in accordance with Department Policy and Procedures up to a maximum of twenty-two (22) such exchanges per employee in a contract year. 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.

#### **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**

The City will continue to offer health and dental insurance under City approved plan(s) for employee personnel and their qualified dependents.

The City will pay up to one hundred percent (100%) of the employee only combined monthly health and dental premiums but not more than the actual cost of the lowest combined health and dental premium, whichever is less.

The City agrees to pay \$227 per month for dependent coverage, and the employee agrees to pay any additional premium above that amount until the dependent coverage premium exceeds the employee portion of \$62 per month, after which any cost above \$289 per month is paid 50% - 50% between the employee and the City.

#### **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 six hundred sixty-five dollars (\$665) per annum for reimbursement of reasonable expense for cost, maintenance and cleaning of uniforms, clothing, and equipment. Three hundred thirty-two dollars and fifty cents (\$332.50) 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	120
5 - 9	134
10 - 14	168
15 - 19	224
20 +	272

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 covert 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

- 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. Personnel Administrative Regulation #18 will be applied in accordance with State and Federal Statutes.
- c. While on industrial leave, no sick leave, vacation leave, compensatory time, 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.

8. Bereavement Leave

- a. Each full-time employee will be entitled to use up to forty-eight (48) hours bereavement leave in the case of death of a member of the immediate family. This leave will not be used for any other purpose.
  - i. Immediate family will include the following: Husband, wife, son, daughter, mother, father, brother, sister, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild or other legal dependent.
  - ii. The City may request employee to provide evidence of death in family.

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 any one 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 1 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, 2008 and terminating on June 30, 2010, except that economic terms will be in effect for the first full pay period coinciding with July 1, 2008 through the last full pay period prior to July 1, 2010. This language will not

be construed to eliminate or modify provisions within the two (2) year agreement scheduled to begin mid-term, or for the first full pay period coinciding with January 1, 2009.

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 wage 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.

IN WITNESS WHEREOF, the parties have set their hand this 4<sup>th</sup> day of June 2008.

CITY OF PEORIA

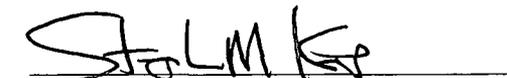
PEORIA FIRE FIGHTERS ASSOCIATION

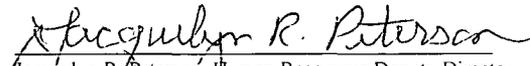
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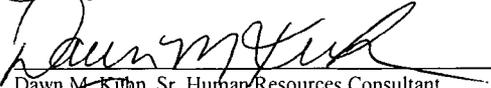
By:

  
Terrence L. Ellis, City Manager

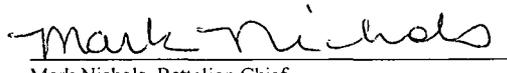
  
Ron Singleton  
President, PFFA

  
Steve Kemp, City Attorney

  
Jacquelyn R. Peterson, Human Resources Deputy Director  
Lead Negotiator

  
Dawn M. Kuhn, Sr. Human Resources Consultant  
Negotiation Team Member

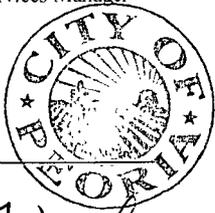
  
Larry Rooney, Deputy Fire Chief  
Negotiation Team Member

  
Mark Nichols, Battalion Chief  
Negotiation Team Member

  
Karen Daines, Fire Administrative Services Manager  
Negotiation Team Member

ATTEST:

  
Mary Jo Kief, City Clerk



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ATTACHEMENT A

Effective July, 2008

<u>FIRE FIGHTER</u>	<u>STEP</u>	<u>HOURLY WAGE</u>	<u>MONTHLY SALARY</u>
Upon graduation from Academy	1	\$13.97	\$3390
6 months after graduation from Academy	2	\$14.67	\$3559
1 ½ years after graduation from Academy	3	\$15.41	\$3739
2 ½ years after graduation from Academy	4	\$16.18	\$3926
3 ½ years after graduation from Academy	5	\$16.99	\$4122
4 ½ years after graduation from Academy	6	\$17.84	\$4329
5 ½ years after graduation	7	\$18.73	\$4545
6 ½ years after graduation	8	\$19.67	\$4773
<u>ENGINEER</u>			
Upon Promotion	1	\$20.66	\$5014
After 1 year at Step 1	2	\$21.70	\$5265
<u>CAPTAIN</u>			
Upon Promotion	1	\$22.78	\$5526
After one year at Step 1	2	\$23.92	\$5804
After one year at Step 2	3	\$25.11	\$6094
After one year at Step 3	4	\$26.37	\$6398

Employees with less than seventeen (17) PSPRS credited years of service as of July 1, 2008 will receive one lump sum payment equal to 3% of their July 1, 2008 base salary, to be paid in the pay period that includes July 1, 2008.

Employees with seventeen (17) or more PSPRS credited years of service as of July 1, 2008 will receive one half of a 3% lump sum retention bonus, based on July 1, 2008 base salary, to be paid in the pay period that includes July 1, 2008.

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

ATTACHEMENT B  
Effective January, 2009

<u>FIRE FIGHTER</u>	<u>STEP</u>	<u>HOURLY WAGE</u>	<u>MONTHLY SALARY</u>
Upon graduation from Academy	1	\$14.32	\$3474
6 months after graduation from Academy	2	\$15.04	\$3648
1 ½ years after graduation from Academy	3	\$15.80	\$3832
2 ½ years after graduation from Academy	4	\$16.59	\$4024
3 ½ years after graduation from Academy	5	\$17.41	\$4225
4 ½ years after graduation from Academy	6	\$18.29	\$4437
5 ½ years after graduation	7	\$19.20	\$4658
6 ½ years after graduation	8	\$20.16	\$4892
<u>ENGINEER</u>			
Upon Promotion	1	\$21.18	\$5139
After 1 year at Step 1	2	\$22.24	\$5397
<u>CAPTAIN</u>			
Upon Promotion	1	\$23.35	\$5664
After one year at Step 1	2	\$24.52	\$5949
After one year at Step 2	3	\$25.74	\$6247
After one year at Step 3	4	\$27.03	\$6557

Employees with seventeen (17) or more PSPRS credited years of service as of July 1, 2008 will receive one half of a 3% lump sum retention bonus, based on July 1, 2008 base salary, to be paid in the pay period that includes January 1, 2009.

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

ATTACHMENT C

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-hours 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
10 hours	7.146 hours

5-9 Years of Employment

56-hour	40-hour
11.166 hours	8 hours

10-14 Years of Employment

56-hours	40-hour
14 hours	10 hours

15-19 Years of Employment

56-hour	40-hour
18.666 hours	13.333 hours

20+

56-hour	40-hour
22.66 hours	16.166 hours

Monthly accruals for sick leave are as follows:

56-hour	40-hour
11.166 hours	8 hours

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