

MEMORANDUM OF UNDERSTANDING

July 1, 2022 – June 30, 2025

CITY OF PEORIA

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND

MUNICIPAL EMPLOYEES

LOCAL 3282

LCON 00422

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PREAMBLE

Whereas, the well-being and morale of the employees of the City are benefited by providing employees an opportunity to participate in the formal process of meeting and conferring concerning wages, hours, and working conditions of their employment, and

Whereas, the parties hereby acknowledge that the provisions of the Memorandum of Understanding, hereinafter referred to as the "MOU", 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.

Whereas, the parties through their designated representative met and conferred in good faith pursuant to Ordinance #87-57 in order to reach agreement concerning wages, hours and working conditions of employees comprising the Unit, hereinafter referred to as the "Unit", of the City of Peoria.

Now therefore, the City of Peoria, hereinafter referred to as the "City", and Local 3282, as an affiliate of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Association", having reached this 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 City Council resolve to adopt its terms and provisions.

Article 1: Recognition

1. The City recognizes the Association as the sole and exclusive Meet and Confer agent, pursuant to Ordinance #87-57, for the purpose of representation regarding wages, hours, and working conditions of employment for all Unit Employees.
2. The City and the Association agree that the primary objective of the City is to provide good faith, fair treatment, and quality service to the citizens of Peoria in the most efficient manner. Achieving this objective requires the united efforts and teamwork of the City, its employees, and AFSCME.

Article 2: 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, they would so apply.

Article 3: Employee Rights and Responsibilities

1. All Unit employees will have the right to have the Association serve as their "Meet and Confer" representatives as set forth in Ordinance #87-57, without discrimination based on membership or non-membership in the Association.
2. Management and AFSCME agree not to interfere with the right of employees to become or not become members of AFSCME and further, that there will be no discrimination or coercion against any employee because of AFSCME membership or non-membership.

3. Management will not take disciplinary action or punitive action against an employee that impedes or interferes with that employee's exercise of any right granted under the law or under this MOU.
4. All AFSCME eligible employees will have the right to be represented by the Association in grievances (as defined in Article 6) alleging violation of the specific terms of this Agreement. AFSCME representation for the purpose of discipline and grievances meetings may include up to two (2) City management employees and one (1) representative of the employee's choice, exclusive of Human Resources representation. The AFSCME President may elect to have up to two (2) representatives present at up to a total of four (4) individual discipline or grievance meetings per fiscal year for training purposes. Such additional representative(s) shall be in addition to the primary representative and shall be present for observation and training purposes only. The additional representative(s) participating shall obtain prior approval from his/her supervisor and the Human Resources department prior to the meeting. The allowance of additional representative(s) shall in no way create an operational impediment to the department(s). If either side believes there are circumstances with a discipline or grievance meeting that necessitate more representatives being present, they may request an exception to increase the total number of representatives and provide an opportunity for an equal number. For other meetings, representatives will be determined mutually on a case-by-case basis.
5. All employees have the right to present their own grievances, in person, alleging violation of the specific terms of this agreement with or without representation, provided the Association is notified of the pending grievance. No resolution will be reached with any Unit employee which conflicts with the purpose and intent of the negotiated terms of this agreement.
6. Any employee covered hereunder, or his/her representative designated in written form, signed by the employee and witnessed, will on request and by appointment, be permitted to examine his/her Personnel Files.
7. No employee will have any adverse comments entered into his/her Personnel File without receiving a copy of the adverse comment. Employees must acknowledge receipt by signing the document presented. If employee refuses to sign, such refusal shall be noted on said document by the City.
8. Employees may, at their discretion, attach a statement of rebuttal of specific reference to any material, past or present, contained in their Personnel File which may be adverse in nature.
9. A letter of reprimand, or documented reprimand which does not contain a notice of suspension or demotion, will be active in an employee's personnel file for no longer than one (1) year provided there are no subsequent disciplinary actions of any kind.

A notice of suspension or demotion will be active in an employee's personnel file for a period of no longer than three (3) years provided there are no subsequent disciplinary actions of any kind.

A change in status of said letter(s) or notice(s) from an employee's personnel file, after the prescribed timeframe, would require the employee to submit a written request through their appropriate chain of command to the Human Resources Department, which will make the final determination as to whether the above criteria has been met in order to change the status of the letter or notice. If it has been determined that the criteria has been met, the letter will be removed from the personnel file and will not be used for any subsequent disciplinary actions. If required by law, the City may retain the letter outside of the personnel file or remove it according to the law.

10. Employees are expected to adhere to the following standards:
 - a. Employees will follow City departmental rules and procedures.
 - b. Employees will demonstrate an attitude and willingness to accomplish all of their assigned duties to the best of their abilities.
 - c. Employees will conduct themselves on the job and off the job with the goal of bringing honor to the City and public service.

Article 4: Union Rights

1. The Association, as the authorized representative, has the exclusive right to serve as the Meet and Confer representative of all employees in the Unit, as determined by the Peoria City Council in Ordinance #87-57.
2. The City agrees that when orientation sessions are conducted by the Human Resources Department with new Unit employees, the Association will be invited to participate in the process. The purpose of this Association participation is to share information with new employees regarding AFSCME membership and benefits and to distribute enrollment forms. To facilitate these meetings, AFSCME membership will receive a list of new employees prior to the meeting date. This time is for the sole purpose of providing membership information and hence will be tracked and coded as Union Release Time (URT).
3. Certain specified shift representatives of the Association have the right to paid release time under the Grievance Procedure to represent members herein as follows:
 - a. A (one) shift representative may, when the Association is designated in writing by a grievant as his/her representative, attend mutually scheduled grievance meetings and hearings with department representatives without loss of pay or benefits. This time shall be tracked and coded as URT and deducted from the approved bank.
 - b. The employee and the employee's one designated representative will be afforded the opportunity to use a reasonable amount of work time in conferring and preparing or presenting the grievance. Department managers will determine what is a reasonable amount of work time to be granted to the grieving employee and employee representative. This time shall be tracked and coded as URT and deducted from the approved bank.

- c. The Association representative is required to request and obtain permission of his/her immediate supervisor to absent himself from his/her duties to attend scheduled grievance meetings. A representative wishing to enter a work area for the purpose of investigating a formal grievance must first request and obtain the permission of the work area supervisor. Permission will not be unreasonably withheld, giving proper consideration to essential work of the department and the occupational safety of the shift representative. This time shall be tracked and coded as URT and deducted from the approved bank.

4. Union Representatives

- a. The Association may designate representatives as follows:
 - i. Seven (7) Executive Board Members
 - ii. Eleven (11) Stewards
 - iii. One (1) Chief Steward
 - b. All Stewards will be appointed by the President or his/her designee. No more than three (3) of the twelve (12) total designated Stewards will be employed in any single department. Probationary employees will not be eligible for designation as a representative. The Association will use its best efforts to have a designated Steward from among employees regularly at a service area.
 - c. The Association will appoint one (1) of the twelve (12) Stewards as Chief Steward. No Steward will be recognized as Chief Steward until 48 hours after written notice to the City's Human Resources Director of his/her appointment. The Chief Steward or his/her designee is responsible for assigning Stewards, as needed, to meet representational needs.
 - d. If the Chief Steward needs to leave his/her area of service for a reasonable period of time to assist another Steward for the purpose of working on an unresolved grievance, appeal/hearing of a grievance, or a matter of discipline, he/she will request and obtain permission from his/her immediate supervisor. If leave cannot be granted, due consideration will be given to a request that an alternate Steward be permitted such leave as "acting Chief Steward". This time shall be tracked and coded as URT and deducted from the approved bank.
 - e. It is agreed that a Steward will not log compensatory time, overtime, or any other premium pay for the time spent performing any function of a Steward.
5. In July and January of each year covered by this Agreement, the Association will provide the City with a complete list of current Association Representatives (Executive Board Members and Stewards). The Association will provide names of newly appointed Association Representatives (Executive Board Members and Stewards) and the name of any employee no longer serving as a representative within five (5) days of such change in designation.

6. Paid Release Time for Union Business

For each individual fiscal year (July 1 through June 30) during the term of this MOU, the Association will, subject to operational and scheduling requirements, be allowed release time with pay (URT) up to a maximum of one thousand six hundred (1,600) hours per MOU year for elected officers, trustees, executive board members, representatives, and members appointed by the President to attend Association business and Executive Board meetings or to attend Association seminars and conventions. "Association business" is that which is conducted at the initiation, or for the benefit or promotion of the Association. Examples include, but are not limited to, preparing for negotiations, grievances, or hearings, providing representation, attending NEO or benefit fairs, seminars or conferences, or otherwise tending to the needs of the members or the organization.

Time spent representing the Association, at the invitation or initiative of the City, shall be tracked and coded as Union Release City (URC) and shall not be deducted from the URT bank. Examples include, but are not limited to, labor/management meetings, labor negotiations with the City, or other meetings as requested by the City.

Notice of events and names of employees and their alternates attending should be submitted as soon as such information is available and must be submitted to the Department Director or designee by the Association no later than forty-eight (48) hours in advance of the release time. An alternate may be substituted for the original selection with notification twelve (12) hours in advance.

7. Upon request, in July and January of each year covered by this Agreement, the City will provide the Association a list of Unit personnel on City payroll during the term of this Agreement indicating name and job assignment. The Association agrees to use this list solely for purposes of communicating with Unit personnel and will not share this information with other individuals or organizations.
8. During the life of this Agreement, the City agrees to deduct bi-weekly membership dues, levied by the Association, from the pay of each employee who completes an AFSCME dues authorization form. The City assumes no liability on account of any action taken pursuant to this paragraph.
9. The employer agrees that non-employee officers and representatives 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 Unit agrees that such activities will not interfere with the normal work duties of employees. The City will provide the Association, upon request, non-confidential and readily available information concerning the Unit that is necessary to Association representatives for negotiation, 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.

10. Facilities and Services

The Association, through its designated representatives, may distribute materials on the City premises (buildings and grounds) before and after scheduled working hours or in non-work areas during scheduled work hours provided that both the employee distributing and the employee receiving such materials are on non-work periods.

- a. The City will provide the Association with up to nine (9) accessible bulletin boards for its use in communicating with its members, in worker assembly areas or other non-work locations. The City will grant sole and exclusive use of such bulletin boards to the Association.
 - b. The Association may grieve arbitrary obstruction by the City to Association posting or distributing of official Association literature.
 - c. The parties agree that this Article does not authorize or approve the posting or authorization for distribution of material that is political in nature, abusive of any person or organization, or disruptive of City department operations.
11. The City agrees that AFSCME will have the opportunity to hold luncheon/orientation meetings on City property. These meetings will be used for the purpose of member benefits orientation using the employee's personal time. The meetings will be arranged in advance between the Association and the City.
12. When possible, the City will provide forty-eight (48) hours' notice for meetings, in which Association representative is party to the meeting.

Article 5: Management Rights

1. 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.
2. The City Manager and the respective Department Director or designee 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.
3. The exclusive rights of the City will include 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 controls 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 right of the City under Ordinance #87-57.

4. To adopt and to manage its budget, provide for the funding of certain levels of service, to add, delete, modify, or suspend certain programs, functions, divisions, and departments as the City Council determines in the exercise of its legislative authority to create and manage the City's budget as necessary and appropriate.
5. The Association will provide the City with the names of new Stewards, department employed, and names of previous Stewards within five (5) days of appointment.
6. The enumeration of the above rights is illustrative only, and is not to be construed as being all inclusive.

Article 6: Grievance Procedure

1. Definition of Grievance

A "grievance" is a written allegation by an employee, submitted as herein specified, claiming violation(s) of the specified express terms of the Memorandum of Understanding.

A grievance is defined as a dispute or difference of opinion between an employee covered by this Agreement and the City, involving the meaning, or application of the expressed provision of this Agreement. In the event of such dispute, the matter will be treated as a grievance and be settled by the grievant and the City, in accordance with the procedures defined in this Article.

- a. Grievant, as used in this Procedure, will mean an individual employee, a group of employees, or AFSCME.
- b. Employees filing a grievance may request AFSCME representation throughout all steps of the grievance procedure. It is incumbent upon the employee to notify and secure appropriate AFSCME representation for the designated meeting time, if desired.

2. Informal Resolution

Employees who believe they have a complaint concerning a violation of the Agreement should promptly inform and discuss it with their immediate supervisor. The purpose of this discussion is to clarify the matter and attempt to resolve the problem at the employee-immediate supervisor level. An employee may request the assistance of one representative of the employee's own choosing, in preparing and presenting a grievance through all grievance steps. The employee must bring the matter to the supervisor's attention within fourteen (14) calendar days of the event that led to the complaint.

If such informal discussion does not resolve the problem to the Unit employee's satisfaction, and if the complaint constitutes a grievance, as defined in Section 1 above, the Unit employee may file a formal grievance in accordance with the following procedure. Failure to complete and file a grievance form within the specified timelines will automatically terminate the complaint.

3. Time Limits

- a. Failure of the grievant to comply with the time limits in this Article will constitute abandonment of the grievance.
- b. Failure of the City representatives to comply with time limits specified in Step 1, Step 2, and Step 3 will entitle the grievant to appeal to the next level of review. Any failure to meet time limits by the City representatives will be considered as a factor in the review at the next level of the process.
- c. Department Director or designee may extend time limits by notifying the grievant and the Unit in advance and designating an alternate time limit. An extension will be granted to accommodate absences or other lack of availability.

4. Formal Grievance Procedure

In processing a formal grievance, the following procedure will apply:

Step 1: Written Grievance

The Unit employee will reduce the grievance to writing, sign and complete all parts of the grievance form provided by the City, and submit it to his/her immediate supervisor, as designated by the City, within fourteen (14) calendar days of the informal resolution meeting with the supervisor. The grievance must specify the express terms (including Article number) of the Agreement which has been violated. A copy of all grievances will be sent by the Association President, Vice President, or designee, to the Human Resources Director. Once the grievance is submitted in writing, it will not be materially changed throughout the grievance procedure.

Either party will then request that a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. Either party may involve the unit manager (where such position exists) in the meeting. Such meeting will be scheduled to occur within fourteen (14) calendar days from the date of the written grievance. Such timeline will be extended to accommodate scheduled absences of the parties.

Following the meeting, the supervisor will submit a written response to the grievant and the grievant's representative, if any, within fourteen (14) calendar days.

Step 2: Appeal to the Department Director and Subsequent Review and Response

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 Department Director or designee within fourteen (14) calendar days of the grievant's, or his/her representative's, receipt of the Step 1 response.

Either party will request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Such meeting will be scheduled to occur within fourteen (14) calendar days from the date of the written appeal. Such timeline will be extended to accommodate scheduled absences of the parties.

Following the meeting, or upon the receipt of the appeal, the Department Director or designee will submit a written response to the grievant and the grievant's representative, if any, within fourteen (14) calendar days of the meeting.

Step 3: Appeal to the Grievance Committee and Subsequent Review and Response or Recommendation

If the response of the Department Director or designee does not result in resolution of the grievance, the grievant and the Association may submit the grievance to the Grievance Committee for review and recommendation within fourteen (14) calendar days of the receipt, by the grievant or his/her representative, of the Step 2 response. The Grievance Committee will consist of two (2) representatives of Local 3282, who were on the negotiating committee and two (2) representatives of the City Manager, who were on the negotiating committee.

These four (4) individuals will review the grievance and submit a recommended disposition of the matter within fourteen (14) calendar days from the date of the Committee meeting to the City Manager. The recommendation must not alter, modify, or otherwise be contrary to the language of the Agreement.

Intermediate Step

If the Grievance Committee recommendation does not result in the resolution of the grievance, the grievant and the Association may mutually agree with the City, to engage the services of a certified mediator through the Federal Mediation and Conciliation Service. If the mediator is unable to have the parties reach a mutually acceptable resolution in a reasonable period of time, the process may move forward to arbitration, as described in Step 4 below.

Step 4: Arbitration

If the Grievance Committee recommendation does not result in the resolution of the grievance, the grievant and the Association may jointly invoke the Step 4 procedure, by submitting an appeal within ten (10) working days (excluding City holidays) of the receipt of the recommendation. City management and the grievant, or their designated representatives, will then agree on an arbitrator. If the parties are unable to agree informally, within a reasonable time, the parties will jointly request a list of five (5) arbitrators who have had experience in the public sector. The parties will, within ten (10) working days of the receipt of the list, select the arbitrator by alternately striking names from the list until one name remains, with the Unit striking first. Such person will be deemed to have been selected by mutual Association of the parties.

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 have no authority to add to, subtract from, or modify any of the terms of this Agreement or of Department rules and regulations in considering any issue properly before him/her.

- b. The arbitrator will expressly confine his/her recommendation to the precise issues submitted in the written grievance and will have no authority to consider any other issue not so submitted.
- c. The arbitrator will be bound by applicable State, City, and Federal law.
- d. The arbitrator will, within thirty (30) days from the close of the arbitration hearing, submit a recommendation to both parties.
- e. All costs of the arbitration will be equally shared by the parties except:
 - i. Each party will be individually responsible for all costs associated with the presentation of their case.
 - ii. Costs of a court stenographer or other transcription fees will be paid by the party requesting the service.

Step 5: Appeal to the City Manager

If the arbitrator's recommendation does not result in the resolution of the grievance, either party may submit the grievance to the City Manager within fourteen (14) calendar days of receipt of the arbitrator's recommendation.

The City Manager may accept, modify, or reject the arbitrator's recommendation. The City Manager will submit his/her decision in writing to the grievant and designated representative within twenty-one (21) calendar days of receipt of the appeal. The City Manager's decision is the final step of the appeal process.

5. Final Resolution

The City will notify the Association of final resolutions of grievances and disciplinary actions where the Association has not been designated as the grievant's representative, for the purpose of allowing the Association to ascertain that a final resolution will not be contrary to the terms of the Agreement.

Article 7: Leave

1. Sick Leave

- a. All full-time employees will be entitled to paid sick leave. Employees will receive paid sick leave at the rate of 3.70 hours per pay period for full-time employees and 2.78 hours for employees who work 30-39 hours per week.
- b. Sick leave shall accrue in pay periods, in which the employee has 30 or more hours of paid time.
- c. Sick leave accruals shall stop accruing when an employee has less than 30 hours of paid time in a pay period.
- d. At termination, sick leave shall not accrue, if the employee is not in an active status for the full pay period.

- e. Employees will carry over unused sick leave from previous years, up to a total of one thousand, forty (1,040) hours. Any balance above 1,040, at the end of April, will be paid at 50% during the month of May. Any payout of annual sick leave balance will be deposited in the employee's RHS account.

2. Sick Leave Payout at Separation of Employment

- a. Employees who retire through Arizona State Retirement System (ASRS) shall be paid at the regular, straight-time rate in accordance with the schedule below. Accrued hours at the time of separation will be paid as a contribution to the separating employee's Retiree Health Savings Account as provided under the provision of this agreement and City Regulations.
 - i. 001 to 499 all accrued hours paid at 25%
 - ii. 500 to 899 all accrued hours paid at 50%
 - iii. 900 and above all accrued hours paid at 75%

Once a particular level is reached, all hours from zero are paid at that designated percentage.

- b. Employees who separate in good standing with at least five (5) years of service and a minimum of 200 hours of sick leave accrued shall be eligible for sick leave payout in accordance with the schedule below. Accrued hours at the time of separation will be paid as a contribution to the separating employee's Retiree Health Savings Account as provided under the provision of this agreement and City Regulations.
 - i. 200 to 499 all accrued hours paid at 25%
 - ii. 500 to 899 all accrued hours paid at 50%
 - iii. 900 and above all accrued hours paid at 75%

Once a particular level is reached, all hours from two hundred are paid at that designated percentage.

- c. In the event of an employee's death, while employed by the City, 100% of the employee's accumulated sick leave will be paid to his/her designated beneficiary.

3. Emergency Clause/Leave Donation

It will be the policy of the City to allow emergency donations of sick or vacation leave by employees to another employee to cover catastrophic illness or injury to the employee or an immediate family member (for Sick Leave purposes) as defined in the Personnel Administrative Regulations. Catastrophic is defined as a serious health condition which involves incapacity or treatment in connection with such inpatient or outpatient care, or continuing treatment by a health care provider from said inpatient or outpatient care.

- a. Donation of sick or vacation leave will not be used to bolster any employee's sick or vacation leave balance if that employee has any other leave credited to his/her account.
- b. In order to donate sick leave, the donating employee must have at least two hundred (200) hours of accumulated sick leave at the time of the donation.
 - i. The donating employee may donate up forty (40) hours of sick leave to another employee. If an employee elects to donate more than forty (40) hours of sick leave to another employee, the donating employee must also donate a matching amount of vacation time for all sick leave donated above the initial forty (40) hours.
- c. In order to donate vacation leave, the donating employee must have at least eighty (80) hours of accumulated vacation leave after the donation is made.
- d. All sick and vacation leave donations cease after any type of other compensation is received, i.e. retirement disability, short-term disability, worker's compensation through another agency, etc. It is the employee's responsibility to notify the City when other compensation is received.
- e. Donations must be submitted on the City-approved form.
- f. Donations for the immediate family member require physician certification of catastrophic illness or injury.

4. Leave without Pay

Leave of absence without pay may be granted to a regular employee upon written request, for a period not to exceed ninety (90) calendar 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. Failure, without good cause of the employee on leave, to report promptly when leave has expired, will be considered as a resignation, except that an additional leave of absence without pay not to exceed ninety (90) calendar days may be granted, upon subsequent written request, by the City Manager for good cause (i.e. covered injury, sickness, or pregnancy). The additional leave, in combination with the original leave, will not exceed one hundred eighty (180) calendar days of both paid and unpaid absence.

5. 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 state law and City policy.

a. Job Related Injury

All 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 Industrial Commission of Arizona or the Employee Benefit Trust.
- ii. While on industrial leave, sick leave, vacation leave, compensatory leave, or any other paid leave, will not 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.

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 Industrial Commission of Arizona.
- ii. If a compensable claim is processed through the Industrial Commission of Arizona, 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.

6. Bereavement Leave

a. AFSCME employees will be entitled to bereavement leave in the following manner:

- i. Up to three days (based on regular work schedule) to attend an in-state service.

- ii. Up to five days (based on regular work schedule) to attend an out-of-state service.
- b. Calculation of bereavement leave shall be based on the number of hours in the employee's regularly scheduled workday, and may be used to handle matters related to the death; to include grieving, attending a funeral/memorial service (in-person or virtual), or similar event held within 30 days following the death.
- c. Bereavement leave shall be allowed in the case of death of a relative. Employees are allowed up to 80 hours of bereavement leave in any calendar year. Exceptions to the 80 hour allowance may be approved by the Department Director and the Human Resources Director. Upon retirement or termination of employment, compensation shall not be paid for unused bereavement leave.
- d. 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 any minor for whom the employee serves as the guardian or conservator.
 - i. First Degree Relative: spouse or domestic partner, mother, father, daughter, son, full sister, full brother.
 - ii. Second Degree Relative: grandmother, grandfather, granddaughter, grandson, aunt, uncle, niece, nephew, half-sister, half-brother.
 - iii. Third Degree Relative: great grandmother, great grandfather, great granddaughter, great grandson, great aunt, great uncle, first female cousin, first male cousin, grandniece, grandnephew.
- e. 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 the domestic partner affidavit filed with the Human Resources Department.
- f. Employees with an attendance warning or other attendance issues may be asked to provide documentation regarding their request for bereavement leave. Employees are responsible for adherence to the guidelines regarding the use of bereavement leave. Failure to do so may result in disciplinary action.
- g. Any additional hours beyond the limit may be charged to the employee's accrued compensatory, personal, or vacation leave upon the Department Director's approval.
- h. A Department Director may request supporting documentation from the employee for the need for Bereavement leave.
- i. AFSCME and the City agree that abuse of bereavement leave shall not be tolerated. Any case involving suspected abuse of this leave will be addressed on an individual basis and may lead to further discussion between the City and the employee.

7. Personal Leave

Each year, on January 1, full time (40 hours per week FTE) employees will receive twenty (20) personal leave hours and each 30-39 hour per week FTE will receive fifteen (15) personal leave hours. Employees hired after January 31 of each year, will receive a pro-rated amount of personal leave hours, as shown in the Personal Leave Accrual Chart below. Such leave may be used in quarter hour (:15) increments. Employees must give reasonable notice to the supervisor to use personal leave, however, ten (10) day notice is not required. Advance approval is required for use of four (4) or more hours of personal leave, or for use of personal leave when an employee requests to leave the job site after reporting to duty. Such leave will have cash value at termination or retirement and will not carry over from year to year.

Personal Leave Accrual Chart		
Hire Date	Full-Time 40 hour FTE	30-39 hour FTE
Prior to February 1	20	15
February – April	15	11.25
May – July	10	7.5
August – October	5	3.75
After October 31	0	0

Article 8: Vacation

1. Use of Vacation

- a. Vacation leave shall accrue on a bi-weekly basis (annual accruals remain the same) during continuous, active, and regular full-time employment with the City. Vacation leave shall stop accruing when an employee has less than 30 hours of paid time in a pay period.
- b. Vacation leave will be taken with the approval of the unit manager concerned, with preference given to seniority, in the event of multiple requests for the same time are received at the same time.
- c. Vacation will only be taken during such time which will not disrupt the work schedule of the department.
- d. Each eligible employee will be entitled to take accrued vacation leave upon completion of six (6) months of full-time or part-time benefited employment. The six (6) month requirement may be waived with the approval of the Department Director and the HR Director. Approval shall only be granted in cases where the employee is on an approved leave status, has exhausted all other paid leave available, and will be absent from work due to a qualifying sick leave reason.
- e. Eligible employees will submit a Request for Absence form not less than ten (10) working days prior to the first day of the requested vacation leave. Department Directors may waive the ten (10) day advance notice at their discretion.

- f. In the event that vacation leave is denied, the employee will be given notice in writing, no less than one (1) week prior to the start of said vacation.
- g. In the event that an employee cancels a scheduled vacation leave, this time shall be offered to other employees based on total City seniority.
- h. Employees will be allowed to deduct vacation time in quarter hour (:15) increments.
- i. Vacation cash-out shall be as follows:
 - i. Following completion of 5 years of full-time or part-time, regular, and full benefited (medical and accruals) continuous service, AFSCME represented employees may request payment for vacation hours in excess of 120 hours. A maximum of eighty (80) hours will be paid in any fiscal year. Requests for payment shall not reduce the balance of hours below 120 hours.
 - ii. Requested payments will be made in June and December based on balances at the end of May and November.
- j. Full-time employees hired to work 40 hours per week may accrue up to 360 hours of vacation leave and employees hired to work 30 – 39 hours per week may accrue up to 270 hours of vacation leave. All Vacation Leave accrued above the maximum leave limits, as of December 31 of each year, will be forfeited.
- k. Upon separation, vacation leave balances will be paid at 100% of the employee's current rate of pay.

2. Vacation Schedule

Years of Service	Hours Accrued Per Year for Full-Time Employees (40 hours per week)	Hours Accrued Per Pay Period for Full-Time Employees (40 hours per week)	Hours Accrued per Year for Part-Time (30-39 hours per week)	Hours Accrued per Pay Period for Part-Time (30-39 hours per week)
0-2.99 Years	96.00	3.70	72.00	2.78
3-4.99 Years	104.00	4.00	78.00	3.00
5-9.99 Years	128.00	4.93	96.00	3.70
10-13.99 Years	144.00	5.55	108.00	4.17
14-18.99 Years	170.00	6.55	127.50	4.92
19+ Years	200.00	7.70	150.00	5.78

Article 9: Holidays/Holiday Pay

The City agrees to the following Holiday Schedule:

- a. On the 1st of the month shown below with a holiday, the City will add floating holiday hours to the employee's holiday bank balance. Employees who are in a part-time (30-39 hours per week) position shall accrue all hours indicated below at a rate of .75.

Holiday	Accrual Month	Full-Time Hours
Floating Holiday (Cesar Chavez)	January	10
New Year's Day	January	10
Martin Luther King Jr. Birthday	January	10
Presidents' Day	February	10
Memorial Day	May	10
Independence Day	July	10
Labor Day	September	10
Veterans' Day	November	10
Thanksgiving Holiday	November	10
Thanksgiving Holiday	November	10
Christmas Day	December	10

Total Monthly Accruals:

Month	Hours
January	30
February	10
May	10
July	10
September	10
November	30
December	10

- i. If the employee is not active (in pay status) at least one full day during the month of the accrual, zero (0) hours will be placed in the employee's accrual balance.
- ii. New employees will receive accruals for any actual holiday the employee was hired prior to (this is based upon actual holiday and not city observed holiday). New or promoted employees will not receive any prorated floating hours. Employees who have a change in position and are no longer represented by AFSCME, shall have any floating holiday hours paid out at the rate of their last held AFSCME position.

b. Using Holiday Bank Hours as Paid Time Off

- i. When using Holiday Bank hours, as Paid Time Off, the employee must enter time as LV-Floating Holiday for any calendar date the leave is being used.
- ii. Time may be used in quarter hour (:15) increments.
- iii. All Holiday Bank Hours used as Paid Time Off will count as hours worked.
- iv. Hours will not default on any holiday if the employee wants to take the specific observed holiday off or actual holiday off, then the employee must use any approved paid leave hours they have available, to include Holiday Bank hours.

c. Using Holiday Bank Hours as Additional Pay

- i. When using Holiday Bank hours as additional paid time, holiday hours used must be entered as Holiday Payout (Name of pay code could change once process is live).
- ii. Holiday payout can be added to any day of the calendar year.
- iii. Any amount of Holiday payout hours can be entered on any calendar date, up to the amount of the employee's current holiday bank balance.

d. All Holiday Bank hours accrued must be used by the end of the calendar year.

- i. Any hours remaining after December 31st will be paid out.
- ii. The payout will not occur until the paycheck after the December 31st pay period check.

Example: The 12/31/2021 pay period end date is 1/7/2022.
The check following 1/7/2022 pay period will be 1/27/2022.
All Holiday Bank hours remaining from previous year will be paid on the 1/27/2022 paycheck.

e. All hours remaining, after employee termination, will be paid out.

5. Premium Pay for Hours Worked

In addition to holiday pay described in Sections 1 and 2, all hours actually worked on the holiday (midnight to midnight) will be paid premium pay at time and one-half of the employee's regular rate of pay. Such premium pay will be for the day of City observance for all holidays, except that New Year's Day, Independence Day, Veteran's Day, and Christmas, will always be paid for the dates of January 1, July 4, November 11, and December 25 respectively, regardless of the official day of City observance.

Article 10: Hours of Work

1. Eight (8) hours or ten (10) hours, excluding unpaid breaks, will constitute a day's work. Five (5) days of eight (8) work hours or four (4) days of ten (10) work hours in the seven (7) day's work period will constitute a workweek. The work schedule of all employees will be established by each Department Director or designee.
2. The established work schedule will not be arbitrarily changed without just cause or reason. Except in the event of a justifiable emergency, a written notice will be submitted to all affected employees no later than two (2) weeks prior to said changes in established schedules.
3. Employees who are required to maintain a Commercial Driver's License (C.D.L.), in accordance with their assigned position, will receive a maximum of two (2) continuous hours, paid at the straight time rate, to renew the required C.D.L. only during their regularly scheduled workday, when necessary, provided a 10-day advance notice has been requested and approved by the department.

Article 11: Rest and Lunch Periods

1. To promote health, safety, and efficiency, all employees shall be permitted one (1) paid non-work period of fifteen (15) minutes during each half shift of four (4) hours or more the employee is expected to work.
2. All employees will be allowed an unpaid lunch period, in conformance with the work schedule within each department.
3. Unless expressly authorized, in writing by the supervisor, employees are not permitted to combine rest periods and lunch breaks to create one longer break period.

Article 12: Educational Assistance Policy

Employees wishing to continue advanced education are eligible for the tuition assistance program, as offered citywide.

Article 13: Wages

1. All full-time AFSCME employees shall receive a one-time lump sum payment of \$1,040. Part-time employees (30-39 hours per week) shall receive a one-time lump sum payment of \$780. Such payment shall be effective the first paycheck of July 2022.
2. All merit increases and one-time merit payments are subject to a rating of satisfactory or overall three or greater on an employee's annual performance evaluation.
3. For Year 1 (July 1, 2022 - June 30, 2023) effective the first paycheck of July 2022:

- a. A 7.5% Top of Range pay schedule adjustment shall be applied to all AFSCME pay grades.
 - b. Five percent (5%) COLA.
 - c. Upon receiving a successful evaluation score (3 and above), eligible employees will receive a 5.0% merit increase in the pay period that includes their review date.
 - i. Merit increases are based on the employee's base rate of pay.
4. For Year 2 (July 1, 2023- June 30, 2024) effective the first paycheck of July 2023:
- a. Two percent (2%) COLA.
 - b. Upon receiving a successful evaluation score (3 and above), eligible employees will receive a 5.0% merit increase on their review date.
 - i. Employees who are less than five percent (5%) from the top of their pay range will receive a partial merit increase (up to the pay range maximum) and the remainder of the five percent (5%) in a one-time lump sum payment.
 - ii. Merit increases are based on the employee's base rate of pay.
5. For Year 3 (July 1, 2024 – June 30, 2025) effective the first paycheck of July 2024:
- a. Two percent (2%) COLA.
 - b. Upon receiving a successful evaluation score (3 and above), eligible employees will receive a 5.0% merit increase on their review date.
 - i. Employees who are less than five percent (5%) from the top of their pay range will receive a partial merit increase (up to the pay range maximum) and the remainder of the five percent (5%) in a one-time lump sum payment.
 - ii. Merit increases are based on the employee's base rate of pay.
6. The City will match each employee's voluntary contribution of \$35.00 per pay period to the deferred compensation plan for twenty-six (26) pay periods per year.
7. The City will provide a ROTH savings plan for employees who wish to make voluntary payroll deductions.
8. Shift Work
- a. Employees who are regularly assigned to swing / 2nd shift, will receive shift differential of fifty cents (\$0.50) per hour.

- b. Employees who are regularly assigned to rotational shifts, will receive a shift differential of fifty cents (\$0.50) per hour.
- c. Employees who are regularly assigned to graveyard / 3rd shift, will receive shift differential pay of one dollar (\$1.00) per hour.
- d. In addition to the shift differential assigned as designated above, employees in the following job classification shall receive an additional ten cents (\$0.10) per hour in Rotational Shift Differential, in recognition of the potential of frequent re-assignment to an alternate shift to meet operational needs.
 - i. Communication Specialist
 - ii. Police Services Officer and Lead Police Services Officer
 - iii. Utility Plant Operator I, II and Lead Utility Plant Operator
- e. Shift hours will be defined as follows:
 - i. If the shift ends between 8:00 p.m. and 2:00 a.m., the shift is considered 2nd shift and should get paid 2nd shift differential.
 - ii. If the shift ends between 2:00 a.m. and 7:00 a.m., the shift is considered 3rd shift and should get paid 3rd shift differential.

9. Bilingual Pay

Employees designated and assigned by management, whose regular duties routinely require the frequent verbal translation from English to Spanish and/or Spanish to English will be paid fifty cents (\$0.50) per hour.

Employees who have been designated and assigned by management and successfully completed the City testing for reading, writing, and speaking in Spanish will receive one dollar (\$1.00 per hour).

Employees must pass an initial proficiency test to receive bilingual pay. Thereafter, employees may be tested periodically to ensure proficiency.

Employees currently receiving bilingual pay who have established proficiency and are currently utilizing this benefit, will be grandfathered and will not be required to undergo any retesting, unless there is a question about an employee's Spanish proficiency use and ability, in which case Labor & Management will jointly create a process for evaluating those circumstances.

Employees initially tested and certified as bilingual after July 1, 2015, will be required to recertify after two years and then be grandfathered and will not be required to undergo any retesting, unless there is a question about an employee's Spanish proficiency use and ability.

The bilingual pay program and applicants will be reviewed, with input from AFSCME President or his/her designee, to determine the necessity of assignments throughout the City.

Article 14: Standby Pay

When an employee is required to be available for emergency call back at times the employee is not otherwise on duty, the employee will be compensated for such standby hours at two dollars and fifty cents (\$2.50) per hour for hours on standby.

An employee shall be eligible to receive standby pay if assigned to standby on a city observed holiday. Standby pay may run concurrent with any leave hours used on a city observed holiday with exception of sick leave.

Article 15: Out Of Class Pay

1. Unit personnel who are temporarily upgraded by management to perform substantially the full range of duties and responsibilities of a higher classification will receive the minimum rate for the higher classification or a five percent (5%) differential in the event of overlapping ranges for all time actually worked in the higher classification in excess of eighty (80) full-time qualifying hours. The qualifying hours should include training and once the eighty (80) qualifying hours are met they do not expire.
2. The higher rate of pay will be used in computing overtime when overtime is performed in the higher classification. The overtime rate will be the rate established by the overtime regulations that apply to the higher classification.
3. The time worked in a higher classification will not be credited toward the completion of probationary requirements in the higher classification.
4. Out of class pay is not authorized, if the organization of a work unit is such that each unit member carries on his normal duties during the temporary absence of a supervisor. Temporary absence will mean four (4) hours or less.
5. No credit or compensation will be allowed unless verified by the appropriate supervisory report (authorization form and payroll sheet). Upgraded by management will mean directed or requested by an authorized management representative to perform substantially the full range of duties and responsibilities of a higher classification.

Article 16: Longevity Pay Program

1. Longevity payment eligibility shall be based on full-time or part-time, regular, and full benefited (medical and accruals) years of continuous service.
2. The City shall make an annual lump sum payment on the paycheck that includes November 1st, as direct pay based on the following:

- a. Employees who reach 10 or more years of continuous service with the City of Peoria, as of November 1 each year of this MOU, shall receive \$250.00;
- b. Employees who reach 15 or more years of continuous service with the City of Peoria, as of November 1 each year of this MOU, shall receive \$500.00;
- c. Employees who reach 20 or more years of continuous service with the City of Peoria, as of November 1 each year of this MOU, shall receive \$750.00.
- d. Any employee who wishes to divert their longevity payment from direct pay to one of the City's sponsored 457 or Roth plans, shall be responsible for initiating the transaction to divert the funds.
 - i. Any funds being diverted must be initiated no less than two (2) weeks prior to the longevity payment.
 - ii. Any diverted changes made by the employee will remain in effect until the employee updates his/her 457 or Roth plan.

Article 17: HOLD - Intentionally Left Blank

Article 18: Overtime

1. All overtime must be authorized and assigned by a supervisor. Employees are required to work overtime and standby when assigned. However, when making such assignments, supervisors will consider circumstances that cause an unusual burden on an employee and, when possible, make alternative arrangements.
2. Overtime will be calculated and paid at one and one-half (1.5) times the amount of the employee's hourly rate for hours in excess of forty (40) hours per week, defined as Saturday through Friday.
3. Authorized vacation, compensation, floating holiday, and personal leave time will be considered as time worked for the purposes of weekly overtime calculation.
4. Scheduled Overtime:
 - a. The City will consider City-wide seniority within a work group as a factor in assigning scheduled overtime. Scheduled overtime will be defined as overtime that covers scheduled vacation, training, or other pre-approved absence from the work group, or planned work outside of the normal work schedule. The most senior employee in a specific job classification within a work group will be offered all scheduled overtime.
 - b. Upon refusal of overtime, the next most senior employee will be offered the scheduled overtime. In the event an insufficient number of employees accept the overtime offer, the supervisor will use the seniority list in reverse order (least to most senior) to require the employee(s) to work the overtime.

- c. When an employee scheduled to work overtime for a specific job duty, reports for duty, and then is notified that the job has been cancelled, the employee shall be given the option to stay and work a minimum of two (2) hours or go home and receive a minimum of fifteen (15) minutes.

If the employee's shift has ended, but is notified due to an emergency that the employee will be required to report earlier or to hold over longer than his/her normal work schedule, compensation time begins at the time the employee is scheduled to report for duty.

5. Non-Scheduled Overtime

- a. Overtime resulting from employees calling in sick or other unplanned absence, unexpected activity, or equipment failure, will be assigned by the supervisor to optimize the completion of the work. When practical, existing seniority lists will be used to assign the work.
- b. Call-Out Pay: Employees required to respond to a designated work site shall receive compensation as indicated below:
 - i. Call-Out Pay will be paid if one of the following situations occur:
 - If the employee is requested to report to work more than or equal to two (2) hours prior to shift start.
 - If the employee is requested to respond to work more than fifteen (15) minutes after shift end.
 - ii. An employee shall have a minimum of two (2) hours pay at overtime rate.
 - iii. Any time expended over two (2) hours shall be compensated for actual time worked.
 - iv. Call-Out overtime shall be paid even when more than one call out is made, provided these calls are separated by more than two (2) hours. Calls placed closer than two (2) hours shall be treated as a single event and subject to the actual time worked or minimum payment.
- c. Rest Period: Employees who are required to perform emergency work or non-scheduled overtime during the eight (8) hour period before the scheduled start of a Unit employee's regular shift shall be allowed "rest time."
 - i. If an employee is required to perform emergency work or unscheduled overtime and works four (4) or more hours during the "rest time" period, the employee shall be allowed paid time off during their next regular shift, at straight time pay, up to the amount of hours worked during the established "rest time", not to exceed eight (8) leave hours.

- ii. These "rest time" leave hours may be used during the beginning or the end of the regular shift with supervisor's discretion, so long as it is in agreement with State and Federal guidelines and regulations. For administrative purposes, employees shall "punch/clock" out at the end of the emergency work or unscheduled overtime and "punch/clock" back in if they are to continue working.
 - iii. The "rest time" leave hours will be considered hours worked for the purpose of computing weekly overtime.
- d. Remote Support: Employees called to perform operational work remotely shall receive compensation as indicated below:
 - i. Minimum of thirty (30) minutes pay at the overtime rate.
 - ii. Any time expended over thirty (30) minutes shall be compensated for actual time worked.
 - iii. Remote access overtime shall be paid even when more than one call out is made provided these calls are separated by more than thirty (30) minutes. Calls placed closer than thirty (30) minutes shall be treated as a single event and subject to the actual time worked or minimum payment.
- e. Telephone/Electronic Communication Support: Employees who are called, texted, or emailed to respond to operational questions related to the essential functions of the employee's job, from Management, shall receive compensation as indicated below:
 - i. Minimum of fifteen (15) minutes pay at the overtime rate.
 - ii. Any time expended over fifteen (15) minutes shall be compensated for actual time worked.
 - iii. Telephone support pay shall be paid even when more than one call out is made provided these requests are separated by more than fifteen (15) minutes. Requests placed closer than fifteen (15) minutes shall be treated as a single event and subject to the actual time worked or minimum payment.

Article 19: Compensatory Time

All unit-covered employees may request compensatory time in lieu of overtime pay, for hours worked beyond forty (40) hours in a workweek. The maximum allowable accrued hours of compensatory time will be one-hundred twenty (120) hours at any time. Any overtime earned beyond the one-hundred (120) hours will be paid as overtime. Compensatory time may be carried beyond the end of the calendar year.

Compensatory leave time will be considered time worked.

Approval of compensatory time off will be based on staffing and customer service needs. Request for compensatory time will be submitted ten (10) days in advance, except in the case of an emergency.

An employee may request a payout for up to forty (40) hours of accumulated compensatory time twice per calendar year. Request for payment may occur during any pay period. The employee will request payout of compensatory time on a form provided by the City. It is the responsibility of the employee making the request to submit the form to the department timekeeper no later than the last day of the pay period for which the payout is requested.

Article 20: Uniform Allowance

1. Unit personnel who are required to purchase, wear, and maintain uniforms pursuant to departmental rules and regulations will receive one annual payment between July and the following June to be used only to cover the cost, cleaning, and maintenance of such uniforms in the amounts listed for the appropriate classification:

Lead Animal Control Officer	\$900.00
Animal Control Officer	\$900.00
Code Compliance Officer	\$900.00
Code Technician	\$900.00
Forensic Service Technician	\$900.00
Crime Scene Technical Assistant	\$900.00
Park Rangers	\$900.00
Police Services Officer	\$900.00
Lead Police Services Officer	\$900.00
Police Property and Evidence Technician	\$900.00
Fire Prevention Inspector	\$900.00
Automotive Technicians (I, II, Lead-Fire)	\$550.00
Pawn Specialist	\$550.00
Police Equipment Coordinator	\$550.00
Lead Police Equipment Coordinator	\$550.00
Police Civilian Investigator/Pawn Investigator	\$550.00
Police Public Education Specialist	\$550.00
Programs Assistant - Victims Services	\$550.00
Victim Advocate/Coordinator	\$550.00

Employees in job classifications not listed as eligible for uniform allowance, who are required by the City to wear a uniform, shall be provided a uniform by the department.

2. The City will provide field employees with five (5) T-shirts for optional wear as designated by department management. Employees will be responsible for laundering these shirts. These shirts are not intended to be the standard regulation uniform, but are acceptable apparel during normal working hours only.
3. T-shirts supplied by the City may be worn year-round but will not replace any item of a required uniform.

Article 21: Required Licenses

Unit personnel designated by the City may be required, as a condition of employment, to obtain and maintain specific licenses. The City agrees to pay for annual renewal of licenses, other than Class D drivers' licenses, identified in the class specifications under "License or Certificate."

Article 22: 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 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.
4. 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.

Article 23: Life Insurance

The City will provide life and dismemberment insurance in the amount of two thousand dollars (\$2,000) for each one thousand dollars (\$1,000) of an employee's current annual salary, rounded up to the nearest thousand dollars of the employee's pay range step.

Article 24: Seniority

Seniority will, for the purpose of this Agreement, be defined as an employee's length of continuous active full-time service.

1. Definition

City-wide seniority: Each employee will have a seniority date established as of his/her date of hire in to the City, accumulating from that date forward as long as it is not lost through any other provision of this Agreement.

2. Application

- a. The City will consider City-wide seniority as a factor in establishing or changing shift schedules or shift assignments when employee skill level is equal and/or interchangeable. Such schedules or assignments will be for a designated time period and will not be changed during the interim unless staffing changes require the need for an earlier change.
- b. The City will consider City-wide seniority when it is necessary to set times or schedules where earned vacation may be taken.

- c. The City will consider City-wide seniority as a factor in assigning scheduled overtime. Scheduled overtime will be defined as overtime that covers scheduled vacation, training, or other pre-approved absence from the work group, or planned work outside of the normal work schedule.
 - d. The City will consider City-wide seniority as a factor in a promotional selection process. All other factors in the selection process being equal, the most senior candidate will prevail.
3. Employees on approved Leave of Absence without pay up to a maximum of one hundred and eighty (180) calendar days will not be considered to have had a break in service for the purpose of this Article.
 4. Upon request of the Association, the City will furnish a list of employees by City-wide seniority ranking.
 5. If a member leaves employment from any AFSCME bargaining unit position with the City of Peoria and is then rehired with the City into any AFSCME bargaining unit position, the member will retain their initial seniority as defined by this MOU as long as they are rehired within one (1) year and one (1) day of their initial end of employment.

Article 25: Safety

1. The City will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with the State's Occupational Safety and Health Law.
2. The City shall provide appropriate Personal Protective Equipment (PPE) as designated by the Department Director or designee, based upon the job functions being performed and hazards identified through the Job Hazard Analysis (JHA).
3. The City shall provide all AFSCME employees with an adequate supply of accessible and sanitary drinking water in accordance with 29 CFR 1910.141(b)(1)(i) and 29 CFR 1926.51(a)(1).
4. Employees who are required as a condition of employment to purchase City approved safety footwear will receive a taxable check issued the first pay period of August each year in the amount of \$250.00.
5. The AFSCME President or designee will be a standing member of the City's Safety Committee.
6. Employee members of the committee will not lose pay or benefits for meetings mutually scheduled during their duty time.
7. Parties mutually agree that subjects and issues that are submitted to and accepted for review by the Committee will in no way be subject to the Agreement Grievance Procedure.

Article 26: Labor/Management Committee

1. There will be a Labor-Management Committee consisting of representatives of the Association and representatives of the City. The purpose of the Committee is to facilitate improved labor-management relations by providing a forum for the free discussion of mutual concerns and to attempt to resolve problems brought to its attention.
2. The Committee will meet monthly or at other mutually scheduled times.
3. The chairmanship of the Committee will be rotated amongst the parties. The members will, in advance of a meeting, provide the meeting chairman with proposed agenda items, and the chairman will provide the members with the meeting agenda in advance of the meeting.
4. Representatives of the Association on the Committee who are employees will not lose pay or benefits for meetings mutually scheduled during their duty time.
5. Parties mutually agree that subjects and issues that are submitted to and accepted for review by the Committee will in no way be subject to the MOU Grievance Procedure.

Article 27: Layoff and Recall Procedures

1. The City Manager may separate any employee because of lack of funds or work, abolishment of a position, or changes in the organization. Employees laid off will have the following rights:
 - a. Notice of layoff shall be given in writing to the employee and the Union President no less than twenty (20) calendar days in advance of the effective date of the layoff.
 - b. No full-time or regular part-time employee shall be laid off while there are temporary part-time, temporary, or probationary employees serving in the same classification.
 - c. Layoff shall be determined in order of City seniority.
 - d. An affected employee who has held a position in another classification with the City may return to ("bump back") the most recent previous AFSCME MOU covered classification held by the employee, if the employee performed satisfactorily in the previous classification, the previous classification has not been eliminated, and the employee meets the current minimum job requirements for the position. The employee must file a request to "bump back" with the Human Resources Director within five (5) work days after receipt of the written notice of layoff.
2. The employee seeking to exercise bumping rights will have the sole responsibility to:
 - a. Inform Human Resources of the election to bump;

- b. Document the right to bump;
- c. Complete steps (a) and (b) above by the close of business (Human Resources hours) of the fifth (5th) workday after the notice of layoff. The day of the notice will be counted for the purpose of computing this time.

3. Recall Eligibility

- a. Any employee who has been laid off, or reduced in lieu of layoff, will have his/her name placed on the recall list of laid off employees. Within one year of the effective layoff date, upon the request of the effected employee, he/she shall also be placed on a recall list of any lower classification.
- b. The City will consider City-wide seniority as a factor in the recall and rehiring process. The City will establish written criteria and requirements for eligibility for any positions to be recalled. All other factors in the selection process being equal, the most senior candidate will prevail. If the employee(s) with the highest seniority on the list is not selected, such employee(s) shall retain his/her position on the recall list and will remain eligible for future rehiring.
- c. When an employee whose name is on a recall list is re-employed as described above, that employee shall be restored with the seniority held prior to layoff in the class to which he/she is re-employed, and seniority shall resume on date of re-employment.
- d. The name of any employee who is placed on a recall list, pursuant to this Article, shall be maintained on such list for a period not to exceed two (2) years from the date the employee was laid off. At any time, a laid off employee may request to be placed on the City's distribution list for e-mail notification of job openings. It is the employee's responsibility to ensure that the City has a current e-mail address.
- e. If an employee on a recall list is offered a position, he/she will have ten (10) business days to accept the position before it will be offered to the next qualified employee on the recall list. A recalled employee will have twenty (20) business days from the time he/she is offered the position to begin work. If an employee on a recall list for a particular class, declines an offer of a position, the employee's name shall be removed from the recall list, for that class only.

Article 28: Prohibition of Strikes and Lockouts

- 1. The Association pledges to maintain unimpaired service delivery and related support services, as directed by the Department Director or designee. It will not cause, condone, counsel, or direct its members, or employees to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede, picket, or otherwise impair the normal function and procedures of the Department.
- 2. There will be no lockout by the City, unless required to protect and preserve the public peace, health, or safety of the City and its residents, or as required by the City to enforce any violation of this Ordinance, any Memorandum of Understanding, or any applicable laws.

Article 29: Saving Clause

1. If any Article or section of this Memorandum should be held invalid by operation of law or by a 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 sections of the wage and premium pay provisions of the MOU, and that this MOU will be administered in compliance with FLSA, for so long as the Act is applicable.

It is understood by the parties that the benefits provided by this MOU in Articles pertaining to Union Rights, Employee Rights, Grievance Procedure, and Articles constituting labor management joint endeavors conducted under this MOU shall 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. The employer shall count as time worked any hours or fractions thereof spent within the employee's regular work shift in pursuit of such benefits.

Article 30: Term and Effect

1. This Memorandum of Understanding will remain in full force and effect commencing on July 1, 2022, and terminate on June 30, 2025.
2. It is agreed by the Employer and the Association, that each has had full opportunity to fully discuss all mandatory and permissible subjects of bargaining, and that this MOU contains all the agreements reached by the parties in the course of their negotiations. It is further understood that there are no other agreements, written or oral, between the City and Association. It is understood and agreed that, as to any matter not specifically covered in this Agreement, the City may unilaterally act.
3. 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 of Understanding. This provision does not constitute a waiver of either party's right to file an unfair labor practice.
4. Within sixty (60) calendar days of the adoption of the MOU, the City shall arrange for printing of up to 225 pocket size copies of the MOU for AFSCME employees.

Non-Discrimination

The City will continue to keep in effect, for the term of this MOU, its current Affirmative Action and Equal Employment Opportunity policies and will be committed to non-discrimination with respect to race, creed, color, age, handicap, and sex, under Federal and State laws.

Disputes regarding this provision would first be heard at the supervisory level. If no resolution is reached at this step, then an informal meeting including the Chief Steward and the Human Resources Director or designee will be held to seek resolution. Recourse at this point would be then provided through City Personnel Rules or State and Federal statutes.

IN WITNESS WHEREOF, the parties have set their hand this 17th day of February 2022.

CITY OF PEORIA

AFSCME, LOCAL 3282

By:

By:

[Signature]
Jeff Tyne, City Manager

[Signature]
Walter Crenshaw, Meter Technician II
President, Local 3282

[Signature]
Christine Nickel
Lead Negotiator, City of Peoria

[Signature]
Erik McMorrow, Building Inspector II
Vice President, Local 3282

[Signature]
Claudia Hasbrouck
Negotiation Team Member

[Signature]
Josh Capilla, Equipment Operator
Negotiation Team Member

[Signature]
CamaLe Russell
Negotiation Team Member

[Signature]
Dennis Whitney, Utility Locator II
Negotiation Team Member

[Signature]
Theresa Brenholt
Negotiation Team Member

[Signature]
Tina Chedester, Comm. Specialist
Negotiation Team Member

[Signature]
Gilbert Hernandez
Graffiti Abatement Technician
Negotiation Team Member

ATTEST:

[Signature]
Lori Dyckman, Acting City Clerk



APPROVED AS TO FORM:

[Signature]
Vanessa P. Hickman, City Attorney

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Receive