

MEMORANDUM OF UNDERSTANDING

July 1, 2018 – June 30, 2022

CITY OF PEORIA

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND

MUNICIPAL EMPLOYEES

LOCAL 3282

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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 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 complete agreement concerning wages, hours, and working condition 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. To achieve 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. 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 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 Files 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 not 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 not longer than three (3) years provided there are no subsequent disciplinary actions of any kind.

A change in status of said letter(s) or notices from an employee's personnel file after the prescribed time frame 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:

- Employees will follow City departmental rules and procedures.
- Employees will demonstrate an attitude and willingness to accomplish all of their assigned duties to the best of their abilities.
- 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:
  - Seven (7) Executive Board Members
  - Eleven (11) Stewards

- 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 not 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 deduction in July and January 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 that 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 his grievance to writing by signing and completing 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 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 level one 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

All full-time employees will be entitled to paid sick leave. Employees will receive paid sick leave at the rate of eight (8) hours each complete calendar month of work.

Employees will carry over unused sick leave from previous years 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. Emergency Claus

It will be the policy of the City of Peoria to allow emergency donations of vacation leave by any City employee to another City employee to cover catastrophic illness or injury to the employee or 1<sup>st</sup> degree relative as defined in Section 5 (Bereavement Leave) of this Article. Catastrophic is defined as a serious health condition, which involves incapacity or treatment requiring inpatient or outpatient care or any subsequent treatment in connection with such inpatient or outpatient care, or continuing treatment by a health care provider from said inpatient or outpatient care.

- a. This donation of vacation will be limited to the amount needed by the employee to cover an absence of no more than thirty (30) calendar days. Employees must exhaust their own leave balances prior to being allowed to receive donated vacation leave time.
- b. Donations must be transferred and credited in quarter (.25) hour increments.
- c. Donations must be submitted on the City-approved form.

### 3. 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. Employees may only accrue sick leave and vacation leave during the first thirty (30) days of a leave of absence without pay.

### 4. 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. The employee shall not exceed 40 hours pay in a workweek, exclusive of a cash out from a comp bank.

b. Industrial Leave - Benefits

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

5. Bereavement Leave

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

- i. Up to three days to attend an in-state service
- ii. Up to five days 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 attend the funeral, memorial service, 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. Use of bereavement leave shall not result in an increase in an employee's regular compensation. Bereavement leave will be reduced so that the employee's regular compensation does not exceed their standard hours.
- i. A Department Director may request supporting documentation from the employee for the need for Bereavement leave.
- j. 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.

6. Personal Leave

Each full-time employee will receive sixteen (16) hours of personal leave annually, granted in the first pay period of the calendar year. Such leave may be used in quarter (.25) hour 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.

## **Article 8: Vacation**

### **1. Use of Vacation**

- a. Vacation leave shall accrue on a monthly or bi-weekly basis (annual accruals remain the same) during continuous, active employment with the City. Vacation leave shall stop accruing when an employee is on leave without pay for more than 40 hours.
- 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.
- 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 (.25) hour increments.
- i. Full-time employees hired to work 40 hours per week may accrue up to 360 hours of vacation leave.
- j. Upon separation, vacation leave balances will be paid at 100% of the employee's current rate of pay.
- k. Vacation cash-out shall be as follows:
  - i. Following completion of 5 years of full-time or regular part-time 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.

2. Vacation Schedule

| Years of Service | Hours Accrued Per Year |
|------------------|------------------------|
| 0-2.99 Years     | 96                     |
| 3-4.99 Years     | 104                    |
| 5-9.99 Years     | 128                    |
| 10-13.99 Years   | 144                    |
| 14-19.99 Years   | 168                    |
| 20+ Years        | 176                    |

**Article 9: Holidays/Holiday Pay**

1. The following holidays will be official holidays for all employees:

|                                 |                                      |
|---------------------------------|--------------------------------------|
| 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                    | 4 <sup>th</sup> Thursday in November |
| Thanksgiving                    | Day after Thanksgiving               |
| Christmas Day                   | December 25                          |

Cesar Chavez Floating Holiday

Whenever a holiday falls on a Saturday, it will be observed on the preceding Friday. Whenever a holiday falls on a Sunday, it will be observed on the following Monday. For the purposes of determining premium pay as described in Section 4 below, New Year's Day, Independence Day, Veteran's Day and Christmas will always be paid premium pay for the dates January 1, July 4, November 11, and December 25 respectively regardless of the official day of City observance (the day on which holiday pay is paid).

2. Cesar Chavez Floating Holiday

To support the diversity of our workforce, employees will receive one Floating Holiday per calendar year, which shall be in honor of Cesar Chavez. Employees must give reasonable notice to the supervisor to use the Floating Holiday time, and use of Floating Holiday time is subject to management approval. Management, when possible, will refrain from scheduling work that when used in conjunction with the floating holiday results in over 40 hours for that workweek.

- a. The Floating Holiday will be granted to those employed with the City as an AFSCME employee as of January 1 of that year, and will appear on the first pay period of the calendar year. This holiday will be referenced as "Cesar Chavez Floating Holiday" in all official City communication.



- b. Floating Holiday time has no cash value at termination or retirement and will not carry over from year to year.
- c. Employees that work a regular 5/8 schedule will receive eight (8) hours Floating Holiday Leave and employees that work a regular 4/10 schedule will receive ten (10) hours Floating Holiday Leave at his/her regular rate of pay. Changes to an employee's regular workweek schedule must be approved by the supervisor and manager.
- d. The use of a Floating Holiday does not count as hours worked for the purpose of weekly overtime calculation.

3. Holiday Pay on Scheduled Day Off

If a holiday falls on a ten (10) hour employee's regularly scheduled day off, the employee will receive eight (8) hours holiday pay at straight time or eight (8) hours compensatory time, depending on the department procedure; if a holiday falls on an eight (8) hour employee's regularly scheduled day off, the employee will receive eight (8) hours holiday pay or eight (8) hours compensatory time, depending on the department procedure.

4. Holiday Pay on Regularly Scheduled Workday When Employee Does Not Work

If a holiday falls on a ten (10) hour employee's regularly scheduled workday, but the employee takes the holiday off, the employee will be paid ten (10) hours holiday pay at straight time; if a holiday falls on an eight (8) hour employee's regularly scheduled workday, but the employee takes the holiday off, the employee will be paid eight (8) hours holiday pay at straight time. Holiday pay does not count as hours worked for the purposes of weekly overtime calculation.

5. Holiday Pay on Scheduled Workday When Employee Works

If a holiday falls on an employee's regularly scheduled workday and the employee is required to work on the holiday, the employee will be paid (8) hours holiday pay for those working 5/8's and ten (10) hours holiday pay for those working 4/10's at his/her regular hourly rate of pay.

6. 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. All employees shall be permitted two (2) paid non-work periods of fifteen (15) minutes during each work shift to promote the health, safety, and efficiency of the employee. One such period will be observed during each one-half day of 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 step increases and one-time payments are subject to a rating of satisfactory or overall three or greater on an employee's annual performance evaluation.
2. For Year 1 (July 1, 2018 - June 30, 2019):
  - a. Upon receiving a successful evaluation score (3 and above), eligible employees will receive a 2.5% merit increase in the pay period that includes their review date.
  - b. Two percent (2%) COLA.
3. For Year 2 (July 1, 2019 - June 30, 2020):
  - a. Upon receiving a successful evaluation score (3 and above), eligible employees will receive a 3.0% merit increase on their review date.
  - b. Upon receiving a successful evaluation score (3 and above), employees who are at the top of their range will receive a \$1,200.00 one-time payment on their review date.
4. For Year 3 (July 1, 2020 – June 30, 2021):
  - a. Upon receiving a successful evaluation score (3 and above), eligible employees will receive a 2.5% merit increase on their review date.

- b. Two percent (2%) COLA.
5. For Year 4 (July 1, 2021 - June 30, 2022):
  - a. Upon receiving a successful evaluation score (3 and above), eligible employees will receive a 3.0% merit increase on their review date.
  - b. Upon receiving a successful evaluation score (3 and above), employees who are at the top of their range will receive a \$1,200.00 one-time payment on their review date.
6. The City will match each employee's voluntary contribution of \$15.00 per pay period to the deferred compensation plan for twenty-six (26) pay periods per year.
7. Effective July 1, 2019, The City will match each employee's voluntary contribution of \$25.00 per pay period to the deferred compensation plan for twenty-six (26) pay periods per year.
8. Effective July 1, 2021, 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.
9. Shift Work
  - a. Employees who are regularly assigned to swing / 2<sup>nd</sup> 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 / 3<sup>rd</sup> shift will receive shift differential pay of one dollar (\$1.00) per hour.
  - d. 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 2<sup>nd</sup> shift and should get paid 2<sup>nd</sup> shift differential.
    - ii. If the shift ends between 2:00 a.m. and 7:00 a.m., the shift is considered 3<sup>rd</sup> shift and should get paid 3<sup>rd</sup> shift differential.
  - e. When the city is able to record time worked on a daily basis, the way that shift pay is calculated will change. At such time, those actually working 2<sup>nd</sup> or 3<sup>rd</sup> shift will get paid the shift pay.
10. Employees designated and assigned by management, whose regular duties routinely require the frequent verbal translation from English to Spanish and Spanish to English will be paid fifteen dollars (\$15.00) per pay period.

Employees who have been designated and assigned by management and successfully completed the City testing for reading, writing and speaking in Spanish will receive thirty dollars (\$30.00) per pay period.

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/Call Back**

When an employee is required to be available for emergency call back at times that 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.

When an employee is on stand-by and called out to respond, the employee shall receive a minimum of two (2) hours compensation at one time-and-one half (1 ½).

A callback shall be when immediate response is needed and the employee is not on stand-by. Compensation time begins at the time the employee agrees to respond. Subsequent calls that occur during a two-hour callback and extend past the original two-hour (2) call shall be compensated for actual time worked.

#### **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.
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. All full-time employees of the City will be entitled to longevity pay in addition to their regular monthly pay, as follows:
  - a. Upon completion of ten (10) years of continuous full-time service, fifteen dollars (\$15.00) per month. Compensation begins December of the employee's 11<sup>th</sup> year of continuous full-time service.
  - b. Upon completion of fifteen (15) years continuous full-time service, twenty-five dollars (\$25.00) per month. Compensation begins December of the employee's 16<sup>th</sup> year of continuous full-time service.
  - c. Upon completion of twenty (20) years continuous full-time service, thirty-five dollars (\$35.00) per month. Compensation begins December of the employee's 21<sup>st</sup> year of continuous full-time service.
2. Longevity is awarded on the last paycheck before Christmas.

**Article 17: Sick Leave Conversion at Retirement**

Employees who retire will be eligible to convert accrued sick leave at the regular, straight-time pay. Accrued hours at the time of full City of Peoria retirement through ASRS will be disbursed as follows:

001 to 499 all accrued hours paid at 25%  
500 to 899 all accrued hours paid at 50%  
900 and above all accrued hours paid at 75%

Such payment will be made to the Retiree Health Savings Account as provided under the provisions of the agreement and City regulations.

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.

**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, 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. Employees who are required to perform emergency work or unscheduled overtime of four (4) or more hours duration during the period beginning ten (10) hours prior to the start of their regularly scheduled shift and ending two (2) hours prior to the start of their regularly scheduled shift will be allowed a minimum of eight (8) rest hours prior to reporting for duty for the next scheduled shift.
- c. Employees will be allowed paid time off during the regular shift at straight time pay for any regularly scheduled hours that coincide with the eight (8) hours rest period. Such rest time that coincides with the regularly scheduled shift will be considered hours worked for the purpose of computing weekly overtime.

**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 |
| Crime Scene Technician                    | \$900.00 |
| Police Services Officer/Park Rangers      | \$900.00 |
| Police Property and Evidence Technician   | \$900.00 |
| Automotive Technicians (I, II, Lead-Fire) | \$550.00 |
| Pawn Specialist                           | \$550.00 |
| Police Equipment Coordinator              | \$550.00 |
| Police Public Education Specialist        | \$550.00 |
| Programs Assistant - Victims Services     | \$550.00 |

2. Employees who are required as a condition of employment to purchase City approved safety footwear will receive a taxable check issued in the first pay period of August of each year in the amount of \$250.00.
3. 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.
4. 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.

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 Committee**

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 AFSCME President or designee will be a standing member of the City's Safety Committee.
3. Employee member of the committee will not lose pay or benefits for meetings mutually scheduled during their duty time.
4. 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 so laid off will have the following rights:

- a. Notice of layoff shall be given in writing no less than ten (10) workdays 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 (5<sup>th</sup>) 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 that 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, or any of them, 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 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 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, 2018, and terminate on June 30, 2022.
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. 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 9<sup>th</sup> day of January, 2018

CITY OF PEORIA

AFSCME, LOCAL 3282

By:

By:

Jeff Tyne  
Jeff Tyne, City Manager

Walter Crenshaw  
Walter Crenshaw, Meter Technician II  
President, Local 3282

Dede Gaetz  
Dede Gaetz  
Lead Negotiator, City of Peoria

Erik McMorrow  
Erik McMorrow, Building Inspector II  
Vice President, Local 3282

Claudia Hasbrouck  
Claudia Hasbrouck  
Negotiation Team Member

Tom Davis  
Tom Davis, Utility System Operator II  
Negotiation Team Member

CamaLe Russell  
CamaLe Russell, HR Consultant  
Negotiation Team Member

Dennis Whitney  
Dennis Whitney, Utility Locator II  
Negotiation Team Member

ATTEST:

Rhonda Geriminsky  
Rhonda Geriminsky, City Clerk



APPROVED AS TO FORM:

Steve J. Burg  
Steve J. Burg, City Attorney