

MEMORANDUM OF UNDERSTANDING

JULY 1, 2015 THROUGH JUNE 30, 2018

CITY OF GOODYEAR

AND

GOODYEAR POLICE OFFICERS ASSOCIATION (GYPOA)

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PREAMBLE

WHEREAS, the City of Goodyear (“City”) and the Goodyear Police Officers Association, the designated Public Safety Sworn Employees Organization (“Organization”) for Goodyear Police Officers, Police Detectives and Police Sergeants through their designated representatives, met and conferred in good faith in order to reach agreement concerning wages, hours, and working conditions; and

WHEREAS, the City and Organization shall collectively be referenced as the “Parties” for the purposes of this Memorandum; and

WHEREAS, the Parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or ordinances of the City of Goodyear and/or its Employee Personnel Policies. ;

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

Article 1: Gender

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

Article 2: Grievance

MOU Grievance Procedure

A. Informal Resolution

It is the responsibility of employees who believe that they have a bona fide complaint concerning violations of this MOU to promptly inform and discuss it with their Police Chief’s Management Designee in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate Police Chief’s Management Designee level. If such informal discussion does not resolve the problem to the employee’s satisfaction, and if the complaint constitutes a grievance as herein defined, the employee may file a formal grievance in accordance with the following procedure. Employees may use not more than two (2) hours of duty time to prepare the formal grievance. Failure to complete and file a grievance within the specified time frame will automatically terminate the complaint.

B. Definition of Grievance

1. A “Grievance” is a written allegation by an employee, submitted in a timely manner in accordance with the provision, alleging specific violations of the terms of this Memorandum which are alleged to be violated and the specific remedy will automatically terminate the grievance.
2. A “Unit Grievance” is a written allegation by the Organization, submitted as herein specified, charging violation(s) of the specific express terms of the Memorandum that involve the entire unit and not merely the complaints of one or more employees and not of an operational nature and not merely a specific application of this Memorandum to one or more employees.
3. A “Representative” is defined as a member of the Organization currently employed by the City.

C. Formal Grievance Procedure

1. Unit grievances will skip Step 1 and will commence at Step 2.
2. In processing a formal grievance, the following procedure will apply:

Step 1

The employee will reduce his grievance to writing by signing and completing all parts of the grievance form provided by the City and submits it to the Police Chief's Management Designee within fourteen (14) calendar days of the event giving rise to the grievance. Either party may then request that a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. The Police Chief's Management Designee will, within twenty eight (28) calendar days of having received the written grievance, or such meeting, whichever is later, submit his response thereto in writing to the grievant and the grievant's representative, if any;

Step 2

If the response to the first level of review does not result in resolution of the grievance, the grievant or his representative may submit the grievance to a Labor/Management Committee for review and recommendation within seven (7) calendar days of the receipt of the step one response. The Committee will consist of up to two (2) representatives of the Organization who were on the negotiating committee and up to two (2) representatives of the City Manager who were on the negotiating committee. Within fourteen (14) calendar days of having received the appeal, the Labor/Management Committee will meet to review the grievance, unless

the date is mutually extended. Within fourteen (14) calendar days from the date of the committee meeting, the Labor/Management representatives will submit a recommended disposition of the matter to the City Manager.

Step 3

If the response of the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance to the Police Chief within fourteen (14) calendar days of the grievant's or his representative's receipt of the step two response. Either party may request a meeting be held concerning the grievance or mutually agree that no meeting be held. Within twenty-eight (28) calendar days of having received the appeal, or the meeting, whichever is later, the Police Chief will submit his/her response to the appeal to the grievant and the grievant's representative, if any;

Step 4

If the response of the third level of review does not result in resolution of the grievance, the grievant and the Organization may jointly invoke the Step 4 procedure to request mediation, by filing an appeal within ten (10) calendar days (excluding City holidays) of receipt of the recommendation. Nothing precludes the City and the Organization from mutually agreeing to combine more than one grievance into the same mediation if they determine that multiple requests for mediation fall under the same issue.

Department management and the grievant, or their designated representative, will agree on a mediator. If they are unable to agree on a mediator within ten (10) calendar days (excluding City holidays), either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) mediators who have had experience in the public sector. The Parties will, within ten (10) calendar days (excluding City holidays) of the receipt of said list, select the mediator by alternately striking names from said list until one name remains. Such person will then become the mediator. The mediator 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:

1. The mediator will neither add to, detract from, nor modify the language of the MOU or of Department rules and regulations in considering any issue properly brought to them. The mediator will expressly confine themselves to the precise

issues submitted to them and will have no authority to consider any other issue not so submitted to them.

2. The mediator will be bound by applicable State and City law.
3. The mediator will, within thirty (30) days from the close of the mediation hearing, submit a recommendation to both Parties.
4. The costs of the mediator and any other mutually incurred costs will be borne equally by the Parties.

Step 5

If the mediator's recommendation does not result in the resolution of the grievance, either party may submit the grievance to the City Manager or designee within ten (10) calendar days (excluding City holidays) of receipt of the mediator's recommendation.

The City Manager or designee may accept, modify, or reject the mediator's recommendation. The City Manager or designee will submit their decision in writing to the grievant and the designated representative within twenty-one (21) calendar days (excluding City holidays) of receipt of the appeal.

The City Manager's or designee's decision is the final step in the grievance process.

Failure of Departmental representatives to comply with time limits specified in Step 1 and Step 2 will entitle the grievant to appeal to the next level of review, and failure of the grievant to comply with said time limits in this procedure will constitute abandonment of the grievance. The Parties may extend time limits by mutual written agreement in advance.

Article 3: Labor-Management Committees

Labor-Management Operations Committee

- A. There shall be a Labor-Management Operations Committee ("Committee") consisting of up to four (4) representatives of the Organization meeting with the Police Chief or the Chief's designee. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of major new department programs or substantial modifications of existing major department programs that will have a significant impact on work schedules or duties of the members.
- B. The Committee shall meet monthly at mutually scheduled times, and at any other mutually scheduled times.

- C. The labor groups shall, in advance of a meeting, provide the Police Chief with proposed agenda items.
- D. The Committee may, if it deems proper, suggest recommendations to the Police Chief for his consideration and determination.
- E. Any matter referred to within the grievance process may be discussed by the Committee at the request of any member of the Committee.
- F. The City will provide to the Labor-Management Committee the professional services of a scribe for the labor-management process.
- G. The Committee shall review any changes to Department Policies and/or any of the following but not limited to: the Organization and Management shall endeavor to create a process to include employee input through a Labor-Management Group or equivalent for selection and use of equipment including, but not limited to, vehicles, uniforms, other related duty equipment, etc).

Labor-Management Executive Committee

- A. There shall be a Labor-Management Executive Committee consisting of up to four (4) representatives of management from the Police Department and Human Resources Department and up to four (4) Representatives of the Organization. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems.
- B. The Committee shall meet quarterly at mutually scheduled times, and at any other mutually scheduled times.
- C. The Chairmanship of the Committee shall reside with the Police Chief. The members shall, in advance of a meeting, provide the Police Chief with proposed agenda items.

Article 4: Conducting Association Business

Donated Release Time

- A. **Donated Release Time:** Donated Release Time is time off from normal working duties/hours to conduct bargaining unit business.
- B. **Donated Release Time Bank:** A Donated Release Time Bank is a bank of donated vacation hours used for grievance, labor-management meetings, representing an employee, or any other labor management process excluding political activity. Goodyear Police Officers Association (GYPOA) may donate their vacation hours to this bank.
 - 1. Donation to this bank will be allowed two (2) times per year, July and December. In the event GYPOA Executive Board determines the need for additional donations, one additional donation will be scheduled at an agreed upon time by the City and GYPOA
 - 2. The Watch Commander will authorize time off specific to this bank

3. GYPOA member must have used at least 30 hours of vacation and/or comp time in the current calendar year. Donation will be based on accrual balance at the end of June and November
4. Employee must maintain a minimum of 20 hours in personal vacation account
5. A maximum of 12 hours may be used at a time
6. Only used for and by GYPOA members

Negotiation Time

The City will allow City paid time for up to a maximum of five members to be used for participation in negotiations at the negotiation table.

Article 5: Layoffs

This section shall supersede Administrative Guideline 360 (C) in relation to the layoff of employees covered by this Memorandum of Understanding. This provision does not apply to employees of the Police Department who are not subject to this Memorandum of Understanding, and the City Manager retains sole authority to implement layoffs and allocate positions subject to layoff throughout the organization.

The City Manager may lay off an employee due to shortage of funds, curtailment of work, abolition of position, a material change in duties, or other reasons given by the City Manager. The conditions of a reduction in force (layoff) shall be as follows:

- A. Notification of Layoff or Pending Layoff:** The City Manager or designee will notify an employee of a pending layoff, in writing, at least thirty (30) calendar days prior to the effective date of the layoff.
- B. Order of Separation:** When determining the order of separation for a layoff, the City Manager will consider the following factors in order of priority:

1. Employment Status:

Elimination of part-time and temporary employee positions will be considered prior to laying off full-time regular status employees, except to the extent that the City Manager determines they are necessary for seasonal programs, grant funded positions, public safety, or otherwise fill a position deemed critical by the City Manager. The ending of a temporary assignment due to budget constraints is not considered a layoff.

2. Job Considerations:

The importance of the position in relationship to the delivery of basic services provided by the City.

3. Seniority:

After employment status and job considerations has been considered, length of service, based on the hire date, will be used to determine the order of layoff and is at the City Manager's discretion. Seniority is determined by hire date with the City of Goodyear Police Department as a sworn police officer or police recruit whichever comes first.

C. Layoff Eligibility List: Names of former regular service employees who were separated from the City service by layoff or reassignment to a lower classification in lieu of layoff shall be placed on the City's layoff eligibility list, unless the City Manager or designee is notified that they are no longer interested in employment with the City.

D. Re-employment of Employees on Layoff Eligibility List: The goal of the City is to reinstate all employees on the Layoff Eligibility List if possible while also providing current regular full- time employees the opportunity to compete for other opportunities within the City as vacancies occur.

Each vacancy will be evaluated to determine if the position will be filled. While a Layoff Eligibility List is in existence, approved recruitments will not be filled in accordance with Guideline #320, but will be filled as follows:

1. Laid off employee can be re-employed up to eighteen (18) months based on hire date as described above
2. From eighteen to twenty-four (18-24) months employee can be re-employed based on seniority points which will be awarded through an agreed upon labor-management interview process
3. External Recruitment: Recruitments will only be advertised externally if the approved vacancy is not filled through the internal process listed above.

E. Status of Re-employed Laid off Employees: If a laid off employee is re-hired, the employee shall return to regular status in the pay grade of the new position. Employee starting rates of pay will be determined in accordance with Policy 200 (C) (1).

Article 6: Internal Investigations

If any unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an attorney functioning within the attorney-client relationship or with an employee representative as defined in Police Department policies or Organization representative who may discuss the matter only with the Grievance Chair of the GYPOA or

president of the appropriate union of which the subject employee is a member. Who, in turn, may not share the information with any party that might compromise the integrity of the investigation.

Article 7: Hours of Work

- A. The daily work hours and weekly shift schedule of employees will be determined by the Police Chief and will comprise forty (40) hours within a seven (7) day work week. This will not be a guarantee of any minimum number of hours.
- B. Duty hours of employees may consist of five eight (5/8) hour or four ten (4/10) hour shifts per week. Should the Department discontinue 4/10's on an employee-wide basis, the Organization and the effected employees will be given thirty (30) calendar days written notice prior to taking such action and after the Department has demonstrated to the Organization on a business related need to eliminate 4/10's on an employee wide basis. The Police Chief shall retain final authority on the determination of duty hours of employees.

Meal Break/Rest Break

- A. Members receive one (1) thirty (30) minute meal break during their shifts.
- B. Members who work at least four (4) additional hours beyond their scheduled shift may receive an additional thirty (30) minute meal break.
- C. Members may have one (1) separate rest period of twenty (20) minutes, each four (4) hour period during the work day, which shall be counted as time worked.
- D. All meal breaks and rest periods are considered to be paid time; therefore unit members are subject to recall during meal breaks and rest periods.

ARTICLE 8: Wages and Compensation

Step Increases

FY 2015-2016

- A. Eligible members, with the exception of members at the maximum of their salary range, will receive an **average** increase of 7.5%. (See Appendix "A" for detail) The increase to be effective the first full pay period in July 2015. Eligible employees who have reached the maximum of their salary range as of June 30, 2015, and are not otherwise receiving a salary increase will receive a lump sum payment in the amount of 2.5% of their current base salary. The lump sum payment will be paid out in two installments to be received on July 10, 2015 and November 27, 2015.

FY 2016-2017

- B. Eligible members, with the exception of members at the maximum of their salary range, will receive an **average** increase of 6.0%. (See Appendix “A” for detail) The increase to be effective the first full pay period in July 2016. Eligible employees who have reached the maximum of their salary range as of June 30, 2016, and are not otherwise receiving a salary increase will receive a lump sum payment in the amount of 2.5% of their current base salary. The lump sum payment will be paid out in two installments to be received on July 8, 2016 and November 25, 2016

FY 2017-2018

- C. A market adjustment of 5.0% for Police Officers will be applied to the schedule salary schedule effective the first pay period of the fiscal year. Eligible members, with the exception of members at the maximum of their salary range as of June 30, 2017, and are not otherwise receiving a salary increase will receive an **average** increase of 5.27%. (See Appendix “A” for detail) The increase to be effective the first full pay period in July 2017. Effective, July 1, 2017 Police Detectives will now be classified as Police Officers and receive assignment pay in the amount of 5.0% to base for the Police Detective assignment. Eligible employees who have reached the maximum of their salary range will receive a lump sum payment in the amount of 2.5% of their current base salary. The lump sum payment will be paid out in two installments to be received on July 7, 2017 and November 24, 2017.

Revenue Triggered Market Adjustment FY2015-2016, FY2016-2017 and FY2017-2018

If the City exceeds its year-over-year on-going General Fund revenue projections by four percent (4%) for contract year-1 fiscal 2015-2016 and contract year-2 fiscal 2016-2017 as stated in the budget revenue projections presented to City Council in or around April of each year, funding will be made available to fully or partially fund an increased market adjustment that brings our employees to the market average** based on market study conducted by Human Resources. Based upon availability of this funding source, the market adjustment would be scheduled for the final year of the contract. Funding will be made available for this purpose based on the percentage of actual revenue collections in excess of the budgeted level. If the budget projections over the two combined years is exceeded by 5.0% but less than 6.0%, an annualized 1.0% of salary will be available. If the projection is exceeded by 6.0% but less than 7.0%, an annualized 2.0% of salary will be available. If the projection is exceeded by 7.0% or more, an annualized 3.0% of salary will be available.

If the City does not reach 100% of the General Fund budget revenue projections through the first two years of the contract, at the option of management, the parties shall enter into a wage reopener for the 3rd year to discuss adjustments to the ongoing wages outlined in the MOU to address revenue shortfall. However, the City shall not enter into a wage reopener on any data points below 95% of market. Any adjustments that result in a reduction in

ongoing wages or planned wage increases would require the approval of the City Council following the wage reopener discussion.

For the purposes of this analysis, on-going General Fund revenue excludes Construction Sales Tax.

****Market average** to be determined by surveying the following municipalities identified as our “benchmark cities” (Avondale, Buckeye, Chandler, Gilbert, Glendale, Peoria, Phoenix, Scottsdale, Surprise and Tempe). Our range minimum, midpoint, and maximum salary will be compared to municipalities within one (1) standard deviation of the average of each data point (minimum, midpoint, and maximum salary). If the City is below 100% of the market average as determined above, an additional market adjustment up to 3.0% will be given subject to funding availability as outlined in paragraph one of this article.

Holiday Compensation

Eligible employees who are scheduled to work a City holiday (actual Holiday on the calendar, not the day observed by the City if different) will receive one and one half times their regular rate of pay for actual hours worked in addition to holiday pay.

Longevity Pay

This provision shall supersede Employee Personnel Policy 200(9) regarding longevity pay for employees subject to this Memorandum for the term of this agreement.

Longevity pay will be paid to eligible employees on the first payroll beginning after December 1st of each year, and according to the following chart:

Completed Years of Service (Completed by Dec. 1)	Dollar Amount
8	\$400.00
9	\$500.00
10	\$600.00
11	\$700.00
12	\$800.00
13	\$900.00
14+	\$1,000.00

An employee **MUST** be actively employed at the time longevity checks are issued to be eligible. Payment of longevity pay is considered supplemental wages and is subject to I.R.S. guidelines requiring a 25% tax withholding in addition to all other applicable taxes.

Shift Differential

Shift differential shall be paid to eligible employees for scheduled hours actually worked on an assigned second or third shift of eight hours or more. Shift differential is added to the employee's base rate of pay and shall be included in the calculation of the overtime rate as required by the FLSA. For second shift beginning between 12:00 noon – 5:59 p.m., a shift differential of \$0.50 per hour will be paid. For third shift beginning between 6:00 p.m. and 4:00 a.m. a shift differential of \$1.00 per hour will be paid. Pay will be adjusted for an employee only after an employee has worked a minimum of four (4) consecutive days on the same shift (whether first, second or third shift) during a pay period.

ARTICLE 9: Benefits

Retirement Health Savings Account

Subject to annual appropriation, if an eligible employee subject to this Memorandum has a sick leave balance of at least 480 hours by December 30th of each year, a dollar amount equal to 24 hours of sick leave will be automatically removed from the employee's sick leave bank and rolled in a Retirement Health Savings Account tax free. If an employee has a sick leave balance of at least 720 hours by December 30th of each year, a dollar amount equal to 48 hours of sick leave will be automatically removed from the employee's sick leave bank and rolled in a Retirement health Savings Account tax free. The monies deposited into this account can be accessed upon separation of employment for health related premiums and expenses.

Funeral Benefit

In the event that an employee is killed in the line of duty, or dies from injuries sustained in the line of duty, the City will pay or reimburse up to fifteen thousand dollars (\$15,000) toward funeral related expenses to the designated agent or service provider.

ARTICLE 10: Term of Memorandum

This Memorandum shall remain in full force and effect beginning July 1, 2015 through June 30, 2018.

IN WITNESS WHEREOF, the Parties have set their hand this _____ day of _____ 2015.

CITY OF GOODYEAR

GOODYEAR POLICE OFFICERS
ASSOCIATION

By:

By:

Brian Dalke, City Manager

Don Host
President, GYPOA

Roric Massey, City Attorney

Joe Pacello, GYPOA
Lead Negotiator

Lyman Locket, Human Resources Director
Lead Negotiator

Bradley Hardin
Representative, GYPOA

Santiago Rodriguez, Police Lieutenant
Negotiation Team Member

Mike Miller
Representative, GYPOA

Lauri Wingenroth, Budget and Research
Manager
Negotiation Team Member

Sheire Farmer, HR Business Partner
Negotiation Team Member

ATTEST:

Maureen Scott, City Clerk

APPENDIX A
Wage Tables
Fiscal Year 2015-2016

Police Officer

Current Step as of June 30, 2015	New Salary after July 1, 2015
1	\$53,737.32
*2, hired in Calendar Year 2014	\$56,995.41
*2, hired in Calendar Year 2014 and Lateral Experience	\$59,146.18
*2, hired in Calendar Year 2013	\$56,457.71
*2, hired in Calendar Year 2013 and Lateral Experience	\$58,070.79
*2, hired in Calendar Year 2012	\$58,339.64
*2, hired in Calendar Year 2011	\$58,742.91
*2, hired in Calendar Year 2011 and Lateral Experience	\$59,146.18
*2, hired in Calendar Year 2010 or 2009	\$59,683.87
3	\$63,270.08
4	\$66,621.88
5, 6, 7, 8	\$72,313.70
Over max	Same

Police Detective

Current Step as of June 30, 2015	New Salary after July 1, 2015
4	\$67,543.91
5	\$70,098.39
6	\$72,958.81
7-8	\$75,974.50

Police Sergeant

Current Step as of June 30, 2015	New Salary after July 1, 2015
*2, with under 4 years as a Sergeant	\$79,773.23
*2, with over 4 years as a Sergeant	\$81,672.59
3	\$83,811.87
4-6	\$92,567.70

*Current salary contains multiple parameters for new salary
New hires and promotions will be appointed using the current schedule.

APPENDIX B
Wage Tables
Fiscal Year 2016-2017

Police Officer

Current Salary as of June 30, 2016	New Salary after July 1, 2016
\$53,737.32	\$56,424.19
\$56,457.71	\$59,280.60
\$56,995.41	\$59,845.18
\$58,070.79	\$60,974.33
\$58,339.64	\$61,985.86
\$58,742.91	\$63,736.05
\$59,146.18	\$65,055.42
*\$59,683.87	\$65,055.42
* \$59,683.87, hired in Calendar Year 2009	\$67,442.77
\$63,270.08	\$70,229.79
\$66,621.88	\$71,618.52
\$72,313.70	\$72,313.70
\$74,121.42	\$74,121.42

Police Detective

Current Salary as of June 30, 2016	New Salary after July 1, 2016
\$67,543.91	\$70,921.11
\$70,098.39	\$73,603.30
\$72,958.81	\$75,974.50
\$75,974.50	\$75,974.50

Police Sergeant

Current Salary as of June 30, 2016	New Salary after July 1, 2016
*\$79,773.23	\$83,761.89
*\$79,773.23, with over 4 years as a Sergeant	\$85,357.35
\$81,672.59	\$88,206.39
\$83,811.87	\$88,002.47
\$92,567.70	\$92,567.70

*Current salary contains multiple parameters for new salary
New hires and promotions will be appointed using the current schedule.

APPENDIX C
Wage Tables
Fiscal Year 2017-2018

Police Officer

Current Salary as of June 30, 2017	New Salary after July 1, 2017	New Step
*\$56,424.19	\$59,351.34	3
*\$56,424.19, with Lateral Experience	\$62,355.90	4
\$59,280.60	\$62,355.90	4
\$59,845.18	\$62,355.90	4
\$60,974.33	\$65,512.51	5
*\$61,985.86	\$65,512.61	5
*\$61,985.86, hired before 7/1/2012	\$68,829.07	6
*\$61,985.86, with Lateral Experience	\$68,829.07	6
*\$63,736.05	\$68,829.07	6
*\$63,736.05, hired before 7/1/2011	\$72,313.70	7
\$65,055.42	\$72,313.70	7
\$67,442.77	\$72,313.70	7
\$70,229.79	\$72,313.70	7
\$71,618.52	\$75,974.50	8
\$72,313.70	\$75,974.50	8
\$74,121.42	\$75,974.50	8

Police Detective

Current Salary as of June 30, 2017	New Salary after July 1, 2017	New Step
\$70,921.11	\$75,974.50**	8
\$73,603.30	\$75,974.50**	8
\$75,975.50	\$75,974.50**	8

**5.0% to base assignment pay for Police Detective assignments

Police Sergeant

Current Salary as of June 30, 2017	New Salary after July 1, 2017	New Step
*\$83,761.89, promoted after 1/1/2014	\$88,107.34	4
*\$83,761.89	\$92,567.70	5
\$85,357.35	\$92,567.70	5
\$88,002.47	\$92,567.70	5
\$88,206.39	\$92,567.70	5
\$92,567.70	\$92,567.70	5

*Current salary contains multiple parameters for new salary
 New hires and promotions will be appointed using the current schedule.