

RESOLUTION NO. 9932

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNATED REPRESENTATIVE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MESA AND THE MESA POLICE ASSOCIATION.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1: Authorizing and directing the City Manager, or his designated representative, to execute the Memorandum of Understanding between the City of Mesa and the Mesa Police Association, and authorizing the City Clerk to attest to the signature of the City Manager or his designated representative thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 3<sup>rd</sup> day of October, 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

Sinda Cochran  
City Clerk





**MEMORANDUM OF UNDERSTANDING**

**CITY OF MESA**

**AND**

**MESA POLICE ASSOCIATION**

**July 1, 2011 – June 30, 2012**

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## **PREAMBLE**

This Memorandum of Understanding is entered into between the parties: the City of Mesa, (hereinafter referred to as "the City") and the Mesa Police Association (MPA) (hereinafter referred to as the "Certified Employee Organization").

**WHEREAS:** the parties, through their designated representatives, met and conferred in good faith regarding wages, hours and working conditions of employment pursuant to Resolution 9607 (hereinafter referred to as the Resolution) and Management Policy 358 (hereinafter referred to as the Policy), as endorsed by the City of Mesa Mayor and Council on November 16, 2009 (attached) and set forth this Memorandum of Understanding (hereinafter referred to as "Memorandum") for Police Department employees who are represented by the Certified Employee Organization (hereinafter referred to as "unit members"); and

**WHEREAS:** the parties recognize the importance of continuing and maintaining harmonious relations, cooperation and understanding between the City and its employees; and

**WHEREAS:** the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of the City as a government entity provided for under the laws of the State of Arizona, and the City charter, code, or ordinances of the City; and

**WHEREAS:** it is understood that all items relating to unit members' wages, hours, and working conditions of employment not specifically addressed in this Memorandum are covered by ordinances, resolutions, policies, and current practices of the Police Department and the City; and

**NOW THEREFORE,** the City and the Certified Employee Organization, having reached this complete agreement concerning wages, hours, and working conditions as allowed by the Resolution for July 1, 2011 – June 30, 2012, submit this Memorandum to the Mayor and the City Council of Mesa with their joint recommendation that the governing body adopt its terms.

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## **ARTICLE 1: RECOGNITION**

In accordance with all applicable provisions of the Resolution and the Policy, the City does hereby recognize the MPA as the Certified Employee Organization for the purpose of meet and confer with respect to wages, hours and working conditions as defined by the Policy, for all full-time sworn Police Officers, Police Sergeants, and Master Police Officer, hereby known as unit members. Contract workers, part-time, temporary, and seasonal employees are excluded; as are probationary employees who have not graduated from the Police Academy.

## **ARTICLE 2: RIGHTS**

### **Rights of Management**

The following are illustrative of rights of management and are not to be construed as being all-inclusive.

The City will maintain the right of determination as to the purpose of each of its departments, agencies, boards and commissions, and will set standards of service to be offered to the public and shall exercise complete control and discretion over its organization and operations. Any of the rights, powers and authority the City had prior to entering into this Memorandum are retained by the City except as expressly provided for in this Memorandum. For example,

- A. The City will direct its employees, take disciplinary action, relieve its employees from duty because of lack of work or for other legitimate reasons, determine whether goods and services shall be produced or provided by City employees, purchased or contracted for, and determine the methods, means, and personnel by which the City's operations are to be conducted.
- B. The City will take all necessary actions to maintain uninterrupted service to the community.
- C. The City Manager may consult with the Certified Employee Organization about the direct consequences that decisions on any of the foregoing matters may have on wages, hours, and working conditions.
- D. The City will determine the overall goals, objectives and policies affecting City programs.
- E. The City will determine the size of the City's workforce, its organization, functions, duties, amount of supervision and table of organization and will direct, appoint, employ and assign officers, agents and employees of the City and determine the standards therefore.
- F. The City will determine the location of City facilities, including the establishment or relocation of buildings, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. The City will determine the financial policies, including all accounting procedures and all matters pertaining to finance.

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- H. The City will direct, supervise, control and evaluate the departments, units, programs, functions and services of the City.
  - I. The City will classify the various positions of the City, develop and determine levels of staffing and training, prescribe duties and standards of productivity therefore, and adopt reasonable rules and regulations for acceptable conduct.
  - J. The City will authorize, assign and apportion overtime, including authorization for any full, part time or contract labor.

### **Rights of Certified Employee Organization**

- A. Certified employee organization officials will be released from duty with full pay when participating in a meeting with the City and/or City representatives. Certified Employee Organization Officers will also be released from duty with pay to participate in meet and confer negotiation sessions, or any committee or task force established by this memorandum. With approval from the Police Chief, training and conference hours will also result in release from duty with full pay and will not require the use of the release hours in part b of this section.
- B. The City will, subject to operational needs and supervisory approval, allow release time with pay up to a maximum of 1500 total hours for all duly elected officers to include the President or designee, Vice President, Secretary/Treasurer, Directors and Trustees of the Certified Employee Organization and members appointed in writing by the Certified Employee Organization for specific committees (not to include department committees), to attend Certified Employee Organization business, Board of Trustees meetings, and other pertinent events. These hours are not subject to normal leave policies. Additional hours may be granted at the Police Chief's discretion.
- C. Certified Employee Organization representatives, in accordance with the Rights of Unit Member section of this Memorandum, with supervisory approval, shall be released from duty with full pay to provide unit member representation. Although permission from the supervisor is required, the Police Department will make every reasonable effort to approve the time for the representative where such does not negatively impact operations.
- D. The City will facilitate the collection of membership dues by the Certified Employee Organization by setting up automatic deductions from the pay of employees who submit a completed authorization form prepared by the City.
- E. The City will provide one (1) bulletin board at each police station as designated by the City for the exclusive use of the Certified Employee Organization for the posting of official Certified Employee Organization literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations. No more than eight (8) bulletin boards will be provided for this purpose. In addition, the Certified Employee Organization will be allowed to use all Police Department Communications tools to disseminate such information when necessary. Such literature shall not be political in

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nature, nor shall they be abusive of any person or organization or disruptive of the department's operation.

- F. The City will provide the Certified Employee Organization, upon request, non-confidential and readily available information concerning unit members, which is necessary to Certified Employee Organization representatives for negotiations. Such requests may be submitted to the City Manager or his designee and will not require a public records request form. Any unusual costs incurred by the City in connection with this section will be borne by the Certified Employee Organization.
- G. The Certified Employee Organization will be allowed one (1) hour to make presentations to new Police Officer-Recruits regarding the Certified Employee Organization. Representatives from other employee associations will be not present during this presentation. During such presentations, Certified Employee Organization representatives will not discuss information that is abusive of any person or organization or disruptive of the Department's operation.
- H. With the Police Chief's approval, Sworn association Executive Board, Trustees, and the Grievance Chair may wear department uniform to events and functions that positively benefit members, or supports the mission of the Police Department or promote the positive role of law enforcement in the community.
- I. Subject to existing technological capabilities, the City shall provide to the association, upon written request, an electronic list of all employees and their work locations who are eligible to become represented members, including any new sworn employees to the Police Department. This information will not be disseminated by the employee organization.
- J. Subject to operational needs and supervisory approval, two association representatives from the Certified Employee Organization can respond to facilitate critical incidents. Command-level approval is required if the association wants to send more than two association representatives to a critical incident. Critical incident response from representatives currently off-duty shall not qualify as overtime unless the total hours worked in a workweek are in excess of forty (40) hours. Subject to operational needs, flextime can be required of unit members before overtime is accrued.
- K. The City will notify the association of inquiries or public record requests from any media outlet regarding any alleged misconduct or lawsuits against unit members as soon as possible after receiving the request.
- L. The City will share information regarding past disciplinary cases with the association. The association will receive a quarterly report on all Police Department Internal Affairs investigations completed including tracking number, officer name and ID, date received, alleged violation, complainant, findings, discipline, and date closed. The information may

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also be provided to the association upon written request. The sharing and dissemination of information shall be in compliance with ARS 38-1101.

M. The City and Certified Employee Organization will adhere to ARS 38-1101.

### **Rights of Unit Members**

A. At their request, unit members will have the right to be represented by a representative of the Certified Employee Organization or other coworker where requested during any disciplinary meeting or when being asked to sign a corrective action plan or written counseling. Although permission by the supervisor is required, the Police Department will make every reasonable effort to approve the time for the representative where such does not negatively impact operations. Discipline for the purpose of this section includes written reprimands, disciplinary probation, suspension, involuntary demotion and dismissal. Disciplinary meetings do not include an interview of a unit member during the normal course of work, clarification, counseling, instruction, informal verbal admonishment or other routine or unplanned contact with a supervisor.

For the purposes of this section, clarification is defined to be, "a meeting to determine the accuracy of information."

Any documented performance or discipline resulting in written or verbal counseling, or written or verbal reprimand, older than three (3) years shall not be considered when determining transfers, assignments or promotions.

B. Unit members have the right to be represented by a representative of the Certified Employee Organization or other coworker for investigations where the unit member is a focus of the inquiry.

C. All unit members shall have the right to join or not join the Certified Employee Organization as they individually prefer. Employees have the right to participate on behalf of or engage in activities on behalf of an Employee Organization and have the right to refrain from such activity. Employees shall be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against Employee Organizations. Violations may result in disciplinary action.

D. All unit members shall retain the right to represent themselves at disciplinary meetings, during investigations, for grievances, at Personnel Appeals Board Hearings, and for any other employee/employer issues.

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## Strikes

- A. The Certified Employee Organization pledges to maintain unimpaired Police service and related supported services as directed by the Police Chief. It shall not cause, condone, or counsel unit members to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the Department.
- B. Should any unit members, during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Paragraph A of this section, the City Manager or his designee OR the Police Chief or his designee shall notify the Certified Employee Organization that a prohibited action is in progress. The Certified Employee Organization shall forthwith disavow said strike or other prohibited action and shall endeavor in good faith to cause such unit members to immediately return to work and/or cease the prohibited activity.
- C. There shall be no lockout by the City during the term of the Memorandum.
- D. Unit members found in violation of this section shall be subject to disciplinary action up to and including dismissal.
- E. The Certified Employee Organization may be subject to decertification by the City Council for violations of Paragraph B of this section.

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## **ARTICLE 3: LABOR MANAGEMENT**

### **City Labor-Management Committee**

- A. There shall be a City Labor-Management Committee consisting of members of the City and representatives of the Certified Employee Organization. The purpose of the committee is to facilitate improved labor-management relationships by providing a forum for free and informal discussion of mutual concerns and problems. It is not intended to replace or be an extension of the meet and confer process.
- B. The committee shall meet, when necessary, at mutually agreed upon times and locations. Participation in such meetings shall be handled in accordance with the Rights of the Certified Employee Organization, Paragraph A.

### **Police Department Labor-Management Team**

- A. There shall be a Labor-Management Team consisting of the Police Chief and the Police Department Executive Staff and the Certified Employee Organization representative. The team will assign additional standing teams as necessary. Each standing team will consist of at least one (1) representative of the Certified Employee Organization and one (1) representative of Police Management. The purpose of the team(s) is to facilitate improved labor-management relationships by providing a forum for free and informal discussion of mutual concerns and problems. It is not intended to replace or be an extension of the meet and confer process.
- B. The team(s) shall meet, when necessary, at mutually agreed upon times and locations. Participation in such meetings shall be handled in accordance with the Rights of the Certified Employee Organization, Paragraph A.
- C. A sub-team will be established to concentrate on Police Department discipline protocols, orders, and processes.
- D. A sub-team will be established to concentrate on Police Department investigation protocols, orders, and processes.

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## **ARTICLE 4: HOURS OF WORK**

### **Hours of Work**

Subject to change by the Police Chief based on operational needs, work schedules for members are set at a standard and consistent, ten (10)-hour, four (4)-day work week schedule or eight (8)-hour, five (5)-day work week schedule. This section does not prohibit the police chief or designee from requiring overtime, standby, or call-out, when necessary.

### **Promotional Lists**

The duration of the promotion lists for Police Sergeant shall be a minimum of six (6) months, not to exceed a maximum of two (2) years, upon request of the Police Chief with the approval of the Human Resources Director. The duration of the list will be stated on the promotional job announcement. A sworn promotional list may be considered expired if fewer than three (3) candidates remain on the list.

### **Off Duty Related Employment**

Unit members may engage in secondary or off duty related employment in conformance with department ADM 770, "Off Duty Employment" and ADM 772, "Off Duty and Liquor Establishments."

### **Briefing**

Members in Patrol Division shall be given the first 10 minutes of briefing for vehicle prep, login and safety checks subject to operational needs.

### **Meal Breaks/Rest Periods**

- 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 fifteen (15) 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.
- E. One fifteen (15) minute rest period may be combined with the thirty (30) meal break for a maximum of 45 minutes, subject to the operational needs of the department.

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## **ARTICLE 5: BENEFITS**

### **Employee Benefits Task Force**

With approval of the Police Chief, the Certified Employee Organization shall choose one unit member to be assigned to the City of Mesa Employee Benefits Task Force to voice input regarding all employee benefits not covered by this Memorandum. The assigned unit member will be released from duty with pay to participate in Employee Benefits Task Force meetings.

### **Holidays**

Unit members will receive 8 hours of pay at their regular hourly rate for the following holidays:

1. New Year's Day
2. Martin Luther King Jr./Civil Rights Day
3. President's Day
4. Memorial Day
5. July 4<sup>th</sup>
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day

### **Sick Leave**

- A. **Accrual:** All unit members shall accrue sick leave at the rate of eight (8) hours per month.
- B. **Accumulation:** The maximum accumulation of sick leave for unit members is one thousand forty (1,040) hours.
- C. **Automatic Conversion:** Any sick leave accrued in excess of the maximum accumulation shall be automatically converted to vacation leave on the basis of one (1) hour of vacation leave for every one (1) hour of excess sick leave accrued.
- D. **Payment at Retirement/Death:** A unit member who retires from City of Mesa employment or dies shall be compensated for all accumulated sick leave at the rate of fifty percent (50%) of the accumulated sick leave hours at the unit member's current pay range and step.
- E. **Payment at Termination:** A unit member who terminates City of Mesa employment for any reason other than retirement or death shall forfeit all accumulated sick leave.

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## Vacation Leave

### A. **Accrual:**

All unit members shall accrue vacation leave in accordance with the following schedule:

1. **Fewer than 2 years of service:** 8 hours per month
2. **Two years of service or more:** 12 hours per month

Eligible unit members accrue the appropriate number of hours of vacation leave based on their anniversary dates. The anniversary date of a unit member who is hired between the first (1st) and fifteenth (15th) days of a month inclusive shall be the first (1st) day of that month. The anniversary date for a unit member who is hired between the sixteenth (16th) day and the end of the month inclusive shall be the first (1st) day of the month following employment.

Unit members shall not accrue vacation leave credits or accrue credited service for any calendar month in which the employee has been docked for more than three (3) normal work shifts (eight (8) to ten (10) hour shifts), including unpaid holidays.

The effective date for change in the accrual rate is the first (1st) day of the month immediately following two (2) years of continuous employment.

Eligibility to use accrued vacation leave shall begin on the date of accrual for unit members.

- C. **Accumulation:** The maximum accumulation of vacation leave is two hundred forty (240) hours. Unit members who have in excess of the above amount on December 31st of each year will be paid for the excess amount of leave after December 31<sup>st</sup> provided they have used at least 80 hours of vacation during the calendar year. If the unit member has not taken the required amount of leave during the year, all excess leave shall be forfeited.
- D. **Vacation leave payout:** At separation, all unit members receive 100% of the accumulated vacation leave calculated at their current pay range and step.

## Bereavement Leave

- A. Unit members shall be granted paid bereavement leave due to a death in the employee's immediate family.
- B. Immediate family members are defined as unit member's spouse, child, stepchild, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepparent, stepparent-in-law, grandparent, grandchild, aunt, uncle, and former legal guardian, or a minor child or an adult for whom the unit member is a legal guardian.
- C. Thirty (30) work hours will be paid as bereavement leave for funerals/memorial services; however, the additional ten (10) hours, if taken, will be charged to sick or vacation leave.

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## **Jury Duty or Witness Leave**

A unit member who is subpoenaed as a witness or summoned for jury duty must notify his/her supervisor of the subpoena or summons in advance of the performance of this duty. The City will pay the difference between the unit member's salary and any fee received. Documentation is required with the leave request. Unit members only receive jury duty or witness leave pay if summoned on a scheduled work day. The unit member may retain any travel pay received.

## **Stability Pay**

### **A. Eligibility:**

1. Unit members hired prior to July 1, 1988, who have worked for the City of Mesa for five (5) continuous years receive two and one-half percent (2½%) of their annual pay range and step. The credit begins to accumulate at the beginning of the sixth (6th) year. The amount increases by one-half of one percent (½ of 1%) for each year of City of Mesa employment thereafter, up to a maximum of ten percent (10%).
2. Unit members hired on and after July 1, 1988, who have worked for the City of Mesa for five (5) continuous years will receive two and one-half percent (2½%) of their annual pay range and step. The credit begins to accumulate at the beginning of the sixth (6th) year. The amount increases by one-half of one percent (½ of 1%) for every other year of City of Mesa employment, up to a maximum of five percent (5%).
3. Unit members hired on or after July 1, 1992, will not be eligible for stability pay.

- B. Stability Pay Periods:** Eligible unit members who are members of the Public Safety Retirement System shall be paid stability pay twice a year. The first stability pay period is from December 1 through May 31 of the following year. The second stability pay period is from June 1 through November 30 of the same year.

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## **ARTICLE 6: COMPENSATION**

The Certified Employee Organization and members of the City's management team will continue to review, monitor, and discuss the financial condition of the City and will continue discussions regarding negotiable compensation items in light of the City's financial status until determinations can be made for a January 2012 implementation. Once a compensation determination is made, the MOU may be amended.

## **ARTICLE 7: MISCELLANEOUS**

### **Saving Clause**

In the event that any of the terms or provisions of this Memorandum are declared invalid or unenforceable by any Court of competent jurisdiction or any federal or state government agency having jurisdiction over the subject matter of this Memorandum, the remaining terms and provisions will not be affected.

### **Term and Effect of Memorandum**

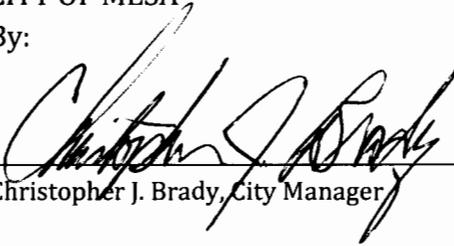
This Memorandum will be in full force and effect from July 1, 2011 until June 30, 2012. In the event the parties are unable to reach agreement on a new Memorandum of Understanding for the FY 12/13 year prior to the expiration of this Memorandum, the City Manager and an authorized representative of the Certified Employee Organization may extend this Memorandum by mutual agreement for the time period necessary to complete negotiations.

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IN WITNESS WHEREOF, the parties have set their hand this 7<sup>th</sup> day of October 2011

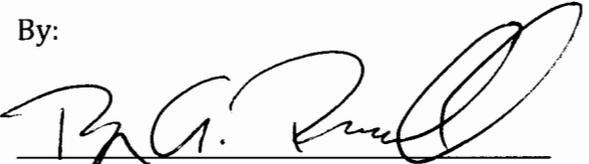
CITY OF MESA

By:

  
\_\_\_\_\_  
Christopher J. Brady, City Manager

MESA POLICE ASSOCIATION

By:

  
\_\_\_\_\_  
Ryan Russell, MPA President

ATTEST:

  
\_\_\_\_\_  
Linda Crocker, City Clerk



**MEET AND CONFER RESOLUTION**

RESOLUTION NO. 9007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA ENDORSING MANAGEMENT POLICY NO. 358 ESTABLISHING A MEET AND CONFER PROCESS FOR SWORN PUBLIC SAFETY EMPLOYEE GROUPS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, AS FOLLOWS:

**Section 1:** That the citizens of Mesa have a fundamental interest in maintaining a strong working relationship between the City and the sworn public safety employee groups.

**Section 2:** That it is the intent of this resolution to maintain the strong working relationship between the City and sworn public safety employee groups by providing a uniform Meet and Confer process. Management Policy 358 sets forth that process and is hereby endorsed by the Mesa City Council. The City Manager will consult with the City Council and notify participating sworn public safety employee groups in writing prior to any proposed modification of Policy 358.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 16<sup>th</sup> day of November, 2009.

APPROVED:



\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk



**SIGNATURE AUTHORITY RESOLUTION**

RESOLUTION NO. 9932

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNATED REPRESENTATIVE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MESA AND THE MESA POLICE ASSOCIATION.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1: Authorizing and directing the City Manager, or his designated representative, to execute the Memorandum of Understanding between the City of Mesa and the Mesa Police Association, and authorizing the City Clerk to attest to the signature of the City Manager or his designated representative thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 3<sup>rd</sup> day of October, 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

Ainda Crocker  
City Clerk

