

# **MEMORANDUM OF UNDERSTANDING**

**JULY 1, 2014 THROUGH JUNE 30, 2016**

**CITY OF AVONDALE**

**AND**

**AVONDALE POLICE OFFICERS ASSOCIATION**

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## **PREAMBLE**

This Memorandum of Understanding is entered into between the City of Avondale and the Avondale Police Association.

WHEREAS: The parties, through their designated representatives, met and conferred in good faith pursuant to Ordinance 1323-808 as approved by the Avondale Mayor and Council on August 8, 2008 to set forth within this Memorandum of Understanding (MOU) the full and entire understanding of the parties mutual agreement concerning wages, hours, benefits, (excluding healthcare), and such other items mutually agreed upon by the employee organization and the City Manager as allowed by the Municipal Code of the City of Avondale, for employees who are represented by the Employee Organization; and

WHEREAS: The parties hereby acknowledge that the provisions of MOU are not intended to and cannot abrogate the authority and responsibility of Avondale as a government entity provided for under the statutes of the State of Arizona, code or ordinance of Avondale; and

WHEREAS: The purpose of this MOU is to promote and ensure harmonious relations, cooperation and understanding between Avondale and the Employee Organization.

NOW THEREFORE, Avondale and the employee organization, having reached this complete agreement, concerning wages, hours, and benefits, as allowed by the Ordinance, for the term specified submit this MOU to the Mayor and the City Council of Avondale with their joint recommendation that the body adopts its terms.

**ARTICLE 1**  
**RIGHTS OF THE EMPLOYEE ORGANIZATION**

Section 1.1 Recognition

- A. For the duration of the Memorandum and in accordance with all applicable provisions of the City Code of Avondale, Avondale hereby recognizes the Avondale Police Association (“Employee Organization”) as the official and exclusive representative for the purpose of “Meet and Confer” for all employees who are represented by the Avondale Police Association as described below:

Police Employee Group - All full-time sworn regular, non-probationary, City Police Officers, and all classifications up to and including the rank of Sergeant will be referred to as unit members.

- B. All personnel acting as official city or employee group representative during any process set forth in this division must have completed the FMCS “Interest Based Problem Solving” training program. (Ord. No. 1323-808, 2, 8-18-08)
- C. The Association agrees that they will represent all employees, without discrimination based on membership or non-membership in the Association, in dealings with the City regarding this MOU.
- D. The Association agrees that they will individually and collectively perform loyal and efficient work for the City and service to the public; and, that they will cooperate in the promoting and advancing the welfare of the City and the protection of its service to the public at all times.

Section 1.2 Rights of Represented Employees

- A. Represented Employees are entitled to all rights as provided by the Ordinance 1323-808 and this MOU for the term of the MOU.
- B. All employees will have the right to have the Association serve as their “Meet and Confer” representative as set forth in Ordinance 1323-808, without discrimination based on membership or non-membership in the Association. Whether the employee becomes a member or not, items subject to negotiation are expressly excluded from consideration outside of the process.
- C. Grievances of policies not related to issues within the scope of negotiable items outlined in the Ordinance shall be pursued as prescribed in the City of Avondale Policies and Procedures Manual, Chapter 19, Sections A through D.2.
- D. Represented Employees are entitled to rights as defined in ARS 38-1101 through ARS 38-1106.

### Section 1.3 Membership Dues Deduction

- A. The City will maintain a payroll deduction process whereas it will deduct an amount specified in writing by the employee and transmit such amount to the Employee Organization each pay period. Such deductions shall be made only when the employee's earnings for such pay period are sufficient after other legally required deductions are made. Under no circumstances will the City share with the Employee Organization the nature, type, or fact of other legally-required deductions for any of its Employees. The Employee Organization reserves the right during the term of this MOU to increase the amount withheld for all employees as a generalized dues increase. However, any such increase will require separate and written authorization from every affected employee.
- B. The City assumes no liability on account of any actions taken pursuant to this section. The Employee Organization agrees to indemnify and hold harmless the City of Avondale against any and all claims, suits or other forms of liability arising out of its deductions from a represented employee's pay of Employee Organization membership dues. The Employee Organization assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Employee Organization.
- C. Employees may initiate, discontinue or amend Employee Organization payroll deductions by written authorization at any time during the term of the MOU. The Employee and the Employee Organization hold the City harmless for any and all claims associated with the employee's decision to amend deductions pursuant to this Section.
- D. If a court of competent jurisdiction concludes that the Employee Organization's indemnification is invalid for any reason in reference to association dues deduction any action pursuant to this Section, the Employee Organization agrees to pay the City's defense costs and any judgment resulting from said action.

### Section 1.4 Distribution of Association Information

- A. The Association is granted the following specific rights:
  - a. Distribution of Association Material: The Association, through its designated representatives, may distribute Association related printed material on City premises (building and grounds) only before and after scheduled working hours, provided that the employee distributing such material is on non-work status.

The City grants the Association permission to use City provided mail boxes assigned to each individual police officer located within the officer's designated work area to distribute said materials.

The Association agrees that no Association printed material will be placed on any City bulletin board without express written approval of the City or its designee.

- b. The City will furnish to the Association, through a written request from AvPA president on letterhead, a listing of Association members on payroll deduction in July and January during the term of this agreement indicating name, mailing address and job assignment. The Association further agrees to use this list solely for the purpose of communicating with employees and will not share this information.
  - c. The City agrees that sworn representatives of the Association shall have reasonable access to the premises of the employer during working hours with advance notice to the Chief or designee. Such visitation shall be for the reasons of the administration of this agreement, disseminating information or providing information the new recruits during an orientation or post academy session. The Association agrees that such activities shall not interfere with the normal work duties of employees and that officer representatives performing these activities shall be on non-work status.
- B. The City will distribute Association produced and provided material to new hires at the time they report to the Human Resources Department to execute final hiring documents. The City assumes no responsibility or liability for the availability or content of said material. The City shall not distribute material that contains content in violation of any City ordinance or policy.
- C. The City shall provide the Association with space for bulletin boards up 3' by 2' (width by height) for the exclusive use of Association in mutually agreeable locations within the Avondale Police Department facilities (excluding the Advocacy Center). Authorized Association representatives shall have the sole and exclusive right to post any notice of Association activities and matters of Association business on these bulletin boards which is not in violation of any City ordinance, policy. The City retains the exclusive right to relocate these bulletin boards or remove these bulletin boards if they are abused or misused upon notice.

## **ARTICLE 2 MANAGEMENT RIGHTS**

The City and City Manager are entitled to all rights as provided by Ordinance 1323-808 and this MOU for the term of the MOU. Nothing in this MOU can contradict or abrogate any City Ordinance, state or federal law. The provisions in the Ordinance dealing with management rights are reincorporated fully herein by reference.

## **ARTICLE 3 PROHIBITION OF STRIKES AND WORK INTERRUPTIONS**

Strikes, lock outs and related employment actions as defined in Ordinance 1323-808 are prohibited and shall be subject to discipline as specified in the Ordinance.

**ARTICLE 4**  
**EMPLOYEE COMPENSATION AND HOURS OF WORK**

Section 4.1 Base Rates of Pay

- A. For Fiscal Year 2014-2015 unit members will be placed in the adjusted hourly base rate of pay plan as shown in Attachment A; effective the first pay period of the new fiscal year. Placement in the adjusted pay plan is subject to the unit member receiving a performance rating that is satisfactory (“meets standards”) and that funding is available and authorized by the Avondale City Council through the City budget process. This provision is subject to the terms found in Article 8 Fiscal Crisis.
- B. For Fiscal Year 2015-2016, unit members will be eligible for a two-step (2) (5% total) merit increase effective the first pay period of the fiscal year provided their performance rating is satisfactory (“meets standards”) and funding is available and authorized by the Avondale City Council. This provision is subject to the terms found in Article 8 Fiscal Crisis.
- C. Upon successful completion of original probationary period Police Trainees will be placed in step-one (1) of this pay plan effective the first full pay period following the completion of original probation.
- D. Lateral unrepresented probationary hires that are on original probation as of July 1 of Fiscal Year 2014-2015 will be placed in the nearest step of the Hourly Wage Scale without loss in accordance with their negotiated base rate of pay at the time of hire. Upon successful completion of their original probationary period the employee will receive a two-step merit (2) increase on the first pay period following completion of probation.
- E. When unit members are promoted to Sergeant they will be placed in step one (1) of the Sergeant hourly base rate of pay plan.
- F. While the Avondale Police Association (AvPA) seeks to have the pay of represented members reflect their years of service, there are other City policies and practices that impact a unit members pay. These elements are part of Management Rights and include performance ratings, initial hire placement within the range, and possible disciplinary actions. Therefore, Management cannot ensure that every represented member will, at all times, be in a step that reflects the unit member’s years of service.
- G. Management does not relinquish its Management Rights with respect to performance ratings, placement of laterals into the range or disciplinary actions, all of which may impact the placement of represented members with in the base wage rate plan.



## Section 4.2 Specialty Pay

Unit members are, when assigned to a special duty as described below, compensated for specialty pays based on the certification of special skills as follows:

### A. Field Training Officer Pay

- a) Police officers and a coordinating Sergeant, assigned, by and at the sole discretion of the Police Chief or designee, to fulfill the duties of a full time field training officer ("FTO"), shall receive FTO pay in the amount of 5% of their eligible wages for the term of the assignment once they have successfully completed the National Association of Field Training Officer's ("NAFTO") certification course or other appropriate training. FTO's on administrative leave and/or medical leave in excess of eighty (80) hours shall not receive the FTO pay until they are approved to return to full-duty status and resume the duties of FTO. The mere possession of specialty knowledge or required certifications does not result in FTO specialty pay.
- b) Qualified officers assigned by the Police Chief or designee to a FTO assignment on a temporary basis shall receive 5% of their eligible wages as FTO Specialty Pay for the whole pay period(s) when actually performing said FTO duties.

### B. Sergeant Supervising Field Training Officer Pay

Police Sergeants that supervise a field training officer (FTO) shall receive FTO supervisory pay in the amount of 3% of their eligible wages for the whole pay period. This specialty pay is only applicable for that pay period(s) the FTO is training an Officer in Training (OIT) and is under the supervision of the Sergeant.

### C. Detective Pay

Police officers and Sergeants assigned by the Police Chief to fulfill the duties of detective shall receive detective pay in the amount of 5% of their eligible wages for the term of the assignment. Detective pay begins as soon as they begin performing in the position. Detectives on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the detective pay until they are approved to return to full-duty status and resume the duties of detective.

### D. Internal Affairs Investigator Pay

Sergeants assigned by the Police Chief to fulfill the duties of internal affairs investigator, shall receive Internal Affairs Investigator pay in the amount of 5% of their eligible wages for the term of the assignment. Internal affairs investigator pay begins as soon as they begin performing in the position. Sergeants on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the internal affairs investigator pay until they are approved to return to full-duty status and resume the duties of Internal Affairs Investigator.

E. Motor Pay

Police officers and sergeants, assigned by the Police Chief to fulfill the duties on motor patrol, shall receive motor pay in the amount of 5% of their eligible wages for the term of the assignment. Motor pay begins as soon as they begin performing in the position. Police officers on administrative leave and/or on medical leave in excess of eighty (80) hours shall not receive the motor pay until they are approved to return to full-duty status and resume the duties of motor patrol.

F. Canine Handler Stipend

Police officers assigned by the Police Chief to fulfill the duties of Canine Handler, shall receive a canine handler stipend in the amount of \$175 per month for the term of the assignment. The canine handler stipend begins as soon as they begin performing in the position. Police officers on administrative leave and or/on medical leave in excess of eighty (80) hours shall not receive the canine handler stipend until they are approved to return to full-duty status and resume the duties of canine handler.

Section 4.3 Compensatory Time Off

A. Relationship to Overtime:

- a. Consistent with Federal, State and the City of Avondale's Policy and Procedures Manual, when overtime compensation is authorized and performed, it shall be compensated at the rate of one and one-half (1.5) the amount of his/her hourly rate for hours worked in excess of forty (40) hours within the designated work week.
- b. In lieu of monetary payment at the overtime pay rate set forth in the City of Avondale's Policy and Procedures Manual, non-exempt unit members may elect to take compensatory time off ("comp time") for overtime hours worked, with the approval of the supervisor. Upon approval, overtime shall be compensated at the rate of one and one-half (1.5) of comp time for every one hour of overtime worked by the unit member.

B. Accrual Limits:

- a. The maximum number of comp time hours that any unit member will be permitted to accrue is 105 hours (70 hours of actual overtime worked). The use of comp time by the unit member shall be scheduled in accordance with department guidelines and procedures. A unit member shall be permitted to use accrued comp time within a reasonable period after it is requested if, in the judgment of the supervisor, it does not cause an undue hardship on the operation of City services.

C. Pay out:

- a. The City reserves the right to pay out compensatory time balances to the unit member at any time.
- b. All compensatory time that is not used and remains on the books at the close of the fiscal year will be paid out to the unit member.
- c. Upon separation from City Employment, unit members with a compensatory time balance will be paid at their current regular rate of pay. A unit member who is promoted or reclassified to an exempt position will be paid for any comp time balance at their regular rate of pay prior to the personnel action.

Section 4.4 Compensation for Holidays Worked

- A. Sworn Police Officers and Sergeants will receive eight (8) hours of compensation for each for the following holidays as they occur in the calendar year. The personal day will be scheduled with the fiscal year for use by the unit member. Unused personal days or holidays will not be paid out at the end of the fiscal year or termination of employment. Personal days and holidays will not be carried over into a new fiscal year. A personal day (8 hours) will be given to the unit member on July 1 of each fiscal year. New hires will receive a personal day upon their hire.

<p><b>Sworn Police Officers and Sergeants Holiday</b> Independence Day Labor Day Veteran's Day Thanksgiving Day After Thanksgiving Christmas Day New Year's Day Martin Luther King Day President's Day Memorial Day</p> <p>*Personal Day to be scheduled by the unit member (Personal Day should be tracked via comment in Kronos Timekeeping System by Supervisor.</p>
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- B. These holiday hours will NOT count as hours worked for the purpose of overtime compensation or service under the Family Medical Leave Act. Unit members who are required to work on designated holidays shall be given, in addition to regular salary, Holiday Differential Pay equal to one-half (1/2) of their regular straight-time hourly rate for hours worked on designated holidays.

- C. Overtime Compensation: Holiday differential is paid in addition to any overtime pay due. Holiday differential pay will not be included in determining the regular hourly rate of pay for the purpose of calculating overtime payments or FMLA service hours.

Example 1: Unit member works 14 hours on the holiday (Wednesday\*) and works three (3) other days in the week.

Time	Total	M	T	W*	TH	F	S	SU
Hours Worked	46	10	11	14	11			

**End Result:**

Hours Worked: 46  
 Holiday Compensation at straight rate: 8  
 Regular Hours at straight time: 40  
 Overtime at 1.5: 6  
 Holiday Differential at 0.5: 14

Example 2: Unit member works 14 hours on holiday (Wednesday\*) and calls in sick on Monday for the entire shift of 10 hours.

Time	Total	M	T	W*	TH	F	S	SU
Hours Worked	36		11	14	11			
Sick Leave	10	10						

**End Result:**

Hours Worked: 36  
 Holiday Compensation at straight rate: 8  
 Sick Leave at straight rate: 10  
 Regular Hours at straight time: 54  
 Overtime at 1.5: 0  
 Holiday Differential at 0.5: 7

Section 4.5 Ballistic Vest Allotment

- A. Unit members shall be eligible for an allotment not to exceed six hundred ninety dollars (\$690) for the purchase of approved protective ballistic vests, carriers and/or carrier systems. Vests shall be purchased pursuant to Department procedures and guidelines.
- B. Should a unit member purchase an approved ballistic vest, carriers and/or carrier systems through vendors that are not participating on the voucher system, the unit member must pay the entire amount of the vests, carriers and/or carrier systems. Once the vests, carriers

and/or carrier systems are purchased the unit member may submit a receipt to the budget manager of the police department for reimbursement of the amount paid not to exceed \$690.

#### Section 4.6 Market Salary Survey

During September prior to the end of the contract year, the City will conduct a market survey of the compensation offered by bench mark Police Agencies for the classifications of Police Officer and Police Sergeant. The bench mark Police Agencies are: Surprise, Goodyear, Buckeye, Glendale, Peoria, El Mirage, Gilbert, Chandler, Paradise Valley, and Tempe. The survey shall serve as information to discuss the compensation of the represented employee group. Any discussions regarding the adjustment of compensation to the represented employee group shall be subject to the overall financial condition of the City as determined by the City Manager.

#### Section 4.7 Work Week

Workweek shall be defined as seven consecutive 24-hour periods beginning at 12:01 am on Monday and ending at 12:00 midnight the following Sunday.

#### Section 4.8 On Call Status/Call Back

The Chief of Police may make non-exempt positions eligible for on-call compensation when the unit member is required to be on-call. The unit member must be accessible and available for work upon being contacted via telephone, cell phone, or pager (beeper). The unit member must be available to report to work within a reasonable time after being contacted by the City, if needed. The unit member must also be in a physical condition that allows him/her to resume duty.

##### A. Definitions

***“On-call”*** means when an off-duty unit member must remain available to be called back to work on short notice if the need arises. A unit member is considered to be on-call only when assigned by the City.

***“On-call pay”*** means the additional compensation awarded to unit members who are required to remain on-call during off-duty hours.

***“On-call status”*** means the state of an off-duty unit member required to remain on-call. A unit member is considered to be in on-call status only when assigned by the City. Hours spent in on-call status will not be considered hours worked for the purposes of calculating overtime compensation.

***“On-call time”*** means the periods of time when a unit member is off-duty but is required to remain on, or close to, the City premises or to respond to a call or page within a specified period of time, resulting in the unit member being unable to effectively use such time to attend to his or her own personal activities. On-call time will not be considered hours worked for the purposes of calculating overtime compensation.

**“Callback”** means when a unit member has left the work site and is requested to respond on short notice (either by returning to work or via telephone/computer) to a work situation to:

- Avoid significant service disruption.
- Avoid placing unit members or the public in unsafe situations.
- Protect and/or provide emergency services to people, property and/or equipment.
- Respond to emergencies.

**B. On-call/Callback Compensation**

- a. *On-call Pay Rate:* A unit member assigned to on-call status will be compensated at the rate of two dollars per hour (\$2.00/hr) as on-call pay of on-call time. On-call hours begin after the completion of the on-call unit member’s scheduled workday and continue until resuming work the following workday.
- b. *Callback Pay Rate:* When an on-call unit member is called back to work after completing the regular work schedule and leaving the premises, the unit member shall be paid for time actually worked upon return or a minimum of three (3) hours at their regular hourly or base rate, whichever is greater.
- c. *On-call Status Hours Not Included in Overtime Compensation Calculation:* On-call time will not be considered hours worked for the purposes of calculating overtime compensation. Only hours actually worked (over forty (40) hours in a workweek) will be included in the computation of overtime unless otherwise specified in these policies.
- d. *On-call Pay Exclusions:* Unit members will not receive on-call pay when they are:
  - On vacation leave
  - On sick leave
  - On administrative leave
  - Receiving short-term disability benefits
  - Receiving worker’s compensation benefits
  - On bereavement leave
  - On an approved leave of absence
  - Not available to work
  - Restricted to light duty
  - Restricted from performing work activities

Unless explicitly assigned to be in on-call status, an employee will not be provided on-call pay.

C. On-Call Duty Requirements

- a. Unit members serving on-call status must adhere to all of the following requirements:
  - Thoroughly check the working status of the cell phone before on-call status begins and maintain it in operational mode at all times.
  - When notified, respond and arrive at work within one (1) hour or less.
  - Arrive fully capable of performing the function of the job.
- b. If a unit member does not meet the criteria as defined above, he/she will forfeit the on-call pay from the time of the first attempt to contact him/her to the end of the "on-call" time period.
- c. Each unit member will be responsible for documenting each time he/she is on-call and forward to his/her supervisor to approve the on-call time.
- d. A unit member who is assigned to on-call status and cannot be reached or does not report within one (1) hour of being contacted may face disciplinary action.

**ARTICLE 5**

**CHIEF OF POLICE INTERNAL AFFAIRS POLICY COMMITTEE**

All Complaints relating to alleged performance issues or misconduct will be accepted and thoroughly investigated by the Avondale Police Department. Any discipline levied shall not be done without just cause. The Complaint and Disciplinary Process agreed upon is referenced within Avondale Police Department General Order 41-1 and 41-2, and the City's Human Resources Policies.

Section 5.1 Policy:

A Chief of Police Internal Affairs (IA) Policy (General Orders GO-41-1, and 41-2) Committee shall be formed to guide the implementation of the new IA policy or changes in federal, state, or local law, to provide input on any changes under consideration to the IA policy, and for unit members to provide feedback on the practical application of the IA policy. The IA committee serves as an advisory group to the Chief of Police concerning IA policy matters. The staff committee is not an arm of the City Council, nor a public body or committee created by the City Council. The committee shall be appointed by the Chief, its general membership denoted below, and shall not report to the City Council. The method by which the IA Policy committee is formed and functions is outlined below.

### Section 5.2 Chief of Police IA Committee

- A. The Chief's IA committee shall be comprised of a minimum of six to the maximum of ten unit members. The following positions are to be included as standing members of the IA Committee;
- Chief of Police (Chairperson of Committee)
  - Department Management and staff professionals, as determined by the Chief
  - Recognized Employee Organization leadership, as determined by the Recognized Employee Organization
  - Recognized Employee Organization Police Officer, as determined by the Recognized Employee Organization
  - HR Director or appointee
- B. The Chief shall contact the Recognized Employee Organization President asking for recommendations of employees that may want to serve in the three positions from the Recognized Employee Organization. If, after the e-mail to the Recognized Employee Organization President, there are not enough employees on the committee, the Chief of Police will send an email to all unit members asking for volunteers. Volunteers must notify their supervisors of their participation on the IA committee.
- C. The IA committee shall hold a minimum of two meetings per fiscal year, to address IA committee concerns, issues and/or business. Each IA committee member will be responsible for generating ideas, reviewing issues, providing input, and may be assigned specific research tasks. Participation on the IA committee is voluntary. The Chief of Police through the City Manager maintains final decision making authority regarding any policy decisions addressed by the IA committee.

## **ARTICLE 6 RETIREMENT BENEFITS**

Retirement benefits for the employees shall continue to be provided by enrollment in the Arizona Public Safety Personnel Retirement System. Deductions shall be made from each paycheck in accordance with the laws and the City shall contribute the amount required by law.

## **ARTICLE 7 BENEFITS**

### Section 7.1 Sick Leave

Sick leave is defined in the City's Personnel Policies. For purposes of sick leave, "immediate family" shall refer to a spouse, domestic partner, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law,



grandparent, grandparent in-law, grandchild or step-child, step-parent, step-brother or step-sister.

#### Section 7.2 Bereavement Leave

Bereavement leave is defined in the City's Personnel Policies. For purposes of bereavement leave, "immediate family" shall refer to a spouse, domestic partner, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step-child, step-parent, step-brother or step-sister.

#### Section 7.3 Existing Benefits

Health Care Benefits are excluded by the Ordinance 1323-808 from negotiations. However, such benefits will be provided to Police Officers identical to Health Care Benefits provided to every other City employee. Other benefits not specifically articulated within this MOU are also provided identical to those provided to every other City employee, unless specified by law.

## **ARTICLE 8 FISCAL CRISIS**

- A. In the event that during the term of this MOU the City of Avondale experiences loss of revenues or legal requirements that if not resolved during the budget year would result in a fiscal crisis, this MOU may be reopened at the direction of City Council or City Manager.
- B. If the City Manager or Council determines that a mid-year reduction in force, reduction in pay, or benefits affecting Police Employee Organization Group is necessary due to a Fiscal Crisis then the City Manager will promptly give notice to the Employee Organization Group. Such notice shall include the reasons for the reopening, the estimated amount of the budget shortfall, proposed specific budget impacts, curtailed police services, and possible reductions as proposed by the Police Chief that must be addressed to ensure a balanced budget.
- C. The City and Employee Organization shall follow the Meet and Confer process for a period of no more than 12 business days in an effort to reach accord on how best to address their recommendation for reductions impacting the police represented unit members. Should an accord be reached, the City Manager shall include them in a recommendation to the Council regarding the proposed mid-year reduction in force, pay, or benefits. If an accord cannot be reached, the Employee Organization may waive the right to arbitration, at which time the City Manager may take any actions legally permitted under state law, the City Charter, and/or ordinances.

## **ARTICLE 9 TERM AND EFFECT**

### Section 9.1 Term

- A. This Memorandum MOU shall become effective July 1, 2014 and remain in full force and effect until June 30, 2016, in accordance with the provisions of the City Code Chapter 2 Article II, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.
  
- B. In the event of a specific conflict between (1) the City of Avondale Policy and Procedures Manual, administrative directives, departmental rules and regulations, or work place practices and (2) a memorandum of understanding that results from the process established by this division, the memorandum of understanding will prevail. (Ordinance 2-65 (c)).

### Section 9.2 Reopener Clause

This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions. Only by mutual consent of both parties may specific article(s) within the agreement be reopened, with the exception of the conditions outlined in Article 4, Section 4.1 Base rate of Pay and Article 7 Fiscal Crisis.

## **ARTICLE 10 MISCELLANEOUS**

### Section 10.1 Copies of the Memorandum

The employee Organization shall post a copy of this MOU on their association website so that it is distributed to all represented unit members at no cost to the City. The City agrees to post a copy of this MOU on the City Intranet.

### Section 10.2 Public Records

Public Records requests must be processed through the City of Avondale City Clerk's Office. To obtain copies of a public record, a Request for Public Document form must be completed through the City Clerk. The City Clerk strives to process all requests within 72 hours; however, depending upon the nature of the request it may take additional time to produce the requested documents. All public records require the authorization of the City Attorney prior to release.

### Section 10.3 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.

#### Section 10.4 Memorandum Renewal Clause

In the event that neither party to this Memorandum reopens this agreement for discussion in accordance with the City's Meet and Confer policy this agreement will automatically renew for an additional twelve months.

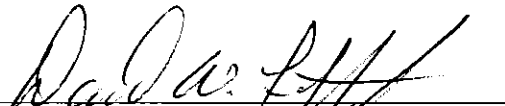
#### Section 10.5 Grievance Procedure for Alleged MOU Breach

- A. Before initiating the appeal process, a unit member, through and represented by the Association, will within 14 calendar days of the date of the event or knowledge of the event, shall first discuss and try to resolve the potential appeal matter with the first level non-unit supervisor/manager. An appeal shall specify the article and section of the MOU that is alleged to be violated and the specific remedy that is requested.
- B. If the alleged breach is not resolved within fourteen (14) calendar days, a written allegation of the alleged breach may be filed with the immediate supervisor, with a copy to the Director of Human Resources. The alleged breach must be timely submitted and contain at a minimum the specific provisions of the MOU that are alleged to have been violated with facts constituting the alleged violation(s) and relief sought.
- C. If after fourteen (14) calendar days from the date the alleged breach was filed with the immediate supervisor the alleged breach is not resolved, the alleged breach may be filed with the Police Chief. The Police Chief or his designee shall schedule a meeting in an attempt to resolve the alleged breach. Each party may bring documents and/or witnesses (at the expense of the Party bringing witness to the meeting) in order to present evidence on their behalf. Each party shall have the right to cross-examine the witness brought by the other party.
- D. The Police Chief or his designee will have fourteen (14) calendar days to render a decision. If the alleged breach is not resolved with the Police Chief's decision, the alleged breach will be submitted to the City Manager or his designee.
- E. The City Manager and the President of the AvPA may jointly request fact-finding or mediation to resolve the alleged breach. The City Manager or designee shall submit a written response within fourteen (14) calendar days following the conclusion of the mediation process or within fourteen (14) calendar days of receipt of the facts if a mediator is not jointly requested. The City Manager's decision shall be final. The parties can mutually waive all time frames listed above.
- F. The City and City Manager retain all rights granted by the City Charter and City Code. Nothing in this section of the MOU constitutes a merit system regulation as discussed in the City Charter.

IN WITNESS WHEREOF, the parties have set their hand this 3rd day of March 20174.

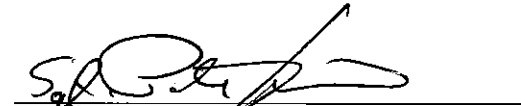
CITY OF AVONDALE

By:

  
\_\_\_\_\_  
Charlie McClendon, City Manager

AVONDALE POLICE ASSOCIATION

By:

  
\_\_\_\_\_  
Paul Herrmann, AvPA President

ATTEST:

  
\_\_\_\_\_  
Carmen Martinez, City Clerk

## Attachment A

### Conversion Chart/Placement in Hourly Base Rate of Pay 2014-2015

Position	Current Step <sup>2</sup>	Current Base Rate	New Step <sup>2</sup>	New Base Rate	Percent Increase <sup>3</sup>
<b>Police Cadet<sup>1</sup></b>	1	\$23.00	PC	\$24.17	5.1%
<b>Police Trainee<sup>1</sup></b>	1	\$23.00	PT	\$24.77	7.7%
<b>Police Officer</b>	1	\$23.00 <sup>4</sup>	1	\$25.39 <sup>4</sup>	10.4%
	2	\$23.58	1	\$25.39	7.7%
	3	\$24.17	2	\$26.02	7.7%
	4	\$24.77	2	\$26.02	5.1%
	5	\$25.39	3	\$26.67	5.0%
	6	\$26.02	4	\$27.34	5.1%
	7	\$26.67	5	\$28.02	5.1%
	8	\$27.34	6	\$28.72	5.0%
	9	\$28.02	7	\$29.44	5.1%
	10	\$28.72	8	\$30.18	5.1%
	11	\$29.44	9	\$30.93	5.1%
	12	\$30.18	10	\$31.70	5.0%
	13	\$30.93	11	\$32.49	5.0%
	14	\$31.70	12	\$33.30	5.0%
	15	\$32.49	13	\$34.13	5.1%
	16	\$33.30	14	\$34.98	5.0%
			15	\$35.85	
			16	\$36.75	
<b>Sergeants</b>	1	\$33.83	1	\$37.35	10.4%
	2	\$34.68	1	\$37.35	7.7%
	3	\$35.55	2	\$38.28	7.7%
	4	\$36.44	3	\$39.24	7.7%
	5	\$37.35	3	\$39.24	5.1%
	6	\$38.28	4	\$40.22	5.1%
	7	\$39.24	5	\$41.23	5.1%
	8	\$40.22	6	\$42.26	5.1%
	9	\$41.23	7	\$43.32	5.1%
	10	\$42.26	8	\$44.40	5.1%
	11	\$43.32	9	\$45.51	5.1%
	12	\$44.40	10	\$46.65	5.1%
			11	\$47.82	
			12	\$49.02	

**Notes:**

- 1) Non-represented – for information only
- 2) Each step represents 2 ½%
- 3) Percent increase is approximate
- 4) This will only apply to a unit member not on original probation on the MOU effective date

## Attachment B

### Hourly Wage Scale Table July 1, 2014 through June 30, 2016

Step	Police Officer	Sergeant	Police Cadet <sup>1</sup>	Police Trainee <sup>1</sup>
PC			\$24.17	
PT				\$24.77
1	\$25.39	\$37.35		
2	\$26.02	\$38.28		
3	\$26.67	\$39.24		
4	\$27.34	\$40.22		
5	\$28.02	\$41.23		
6	\$28.72	\$42.26		
7	\$29.44	\$43.32		
8	\$30.18	\$44.40		
9	\$30.93	\$45.51		
10	\$31.70	\$46.65		
11	\$32.49	\$47.82		
12	\$33.30	\$49.02		
13	\$34.13			
14	\$34.98			
15	\$35.85			
16	\$36.75			

Notes:

- 1) For Information Only – Police Cadet and Police Trainee are not represented by AvPA or this MOU. An employee will be placed in the Police Cadet classification upon entrance to the Police Academy. Upon successful graduation from the academy and placed in Field Officer Training program, an employee will be placed in the Police Trainee classification until successful completion of original Probation.
- 2) Progression through the wage scale is subject to Sections 4.1.F and 4.1.G of this MOU
- 3) Each step represents 2 ½%