



MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF GLENDALE

AND THE

GLENDALE POLICE OFFICER'S COALITION (GPOC)

FISCAL YEARS

2010-2011

2011-2012

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THIS MEMORANDUM OF UNDERSTANDING ("MOU") has been reached by the management of the City of Glendale, Arizona (the "City") and Glendale Police Officer's Coalition – GPOC (the "Employee Organization") for the purposes of submission to the Glendale City Council for consideration with respect to the City Budget for fiscal years 2010-2011 and 2011-2012.

## ARTICLE 1 Preamble

1.1 The parties, through their designated representatives, met and conferred in good faith in order to reach agreement concerning wages, hours, working conditions, and non-health related benefits of the employees of the City of Glendale Police Department who are represented by the Employee Organization, as allowed by ordinance and herein ("Represented Employees");

1.2 The parties hereby acknowledge that the provisions of the MOU are not intended to abrogate the authority and responsibility of the municipal government of the City provided for under the statutes of the State of Arizona, the Glendale City Charter, or ordinances of the City; and

1.3 The purpose of the MOU is to promote and ensure harmonious and cooperative relations between the Employee Organization and the City, and to set forth the wages, hours, working conditions and non-health related benefits of the Represented Employees.

NOW THEREFORE, for the term specified, the parties agree to submit this MOU to the City Council with their joint recommendation that the Council resolve to incorporate its terms into the City budget for the fiscal years reflected herein.

## ARTICLE 2 Recognition

2.1 The City recognizes the Employee Organization as the exclusive representative of regular, non-probationary sworn police officers in all classifications up to and including the rank of Sergeant, as determined by the Glendale City Council Ordinance Number 2433 ("Ordinance"), defined above as Represented Employees. All other classes above the rank of Sergeant and all non-sworn Police Department employees are excluded.

2.2 The City recognizes the Organizational Cooperative Process. This labor management process is to facilitate positive labor management relationships and provide overall community benefit. It provides a forum for the discussion of mutual concerns and issues that may have a significant impact on service delivery. Furthermore, the process is intended to be an incentive to assure enhancement of the community by establishing the expectation that the Employee Organization and its members will participate in community-based programs.

## ARTICLE 3 Management Rights

3.1 The Employee Organization recognizes that Arizona and Federal law restricts certain activities of the Employee Organization.

3.2 All management rights not expressly addressed by a specific provision of this Memorandum of Understanding shall remain within the exclusive purview of the City's management, including the unilateral and exclusive rights to operate, administer, and manage its municipal services and workforce performing those services.

3.3 The Employee Organization recognizes that the exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies. The City shall set standards of service to be offered to the public and, through its management officials, exercise control and discretion over its organization and operations, establish effective administrative regulations and employment rules consistent with law and specific provisions of this MOU, direct its employees, take disciplinary action for just cause, relieve employees from duty due to lack of work or other legitimate reasons, determine the methods, means, and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and otherwise act in the interests of efficient service to the community. Nothing herein shall be construed to diminish the provisions of the Ordinance or to alter the rights, obligations, and restrictions set forth in Arizona or Federal law.

#### ARTICLE 4 Employee Rights

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4.1 As provided in the Ordinance, Represented Employees have the right to participate on behalf of, or engage in activities on behalf of, the Employee Organization and have the right to refrain from such activity.

4.2 All Represented Employees have the right to have the Employee Organization serve as their Meet and Confer representative without discrimination based on membership or non-membership in the Employee Organization.

4.3 Represented Employees shall have the right to present their own grievance of any issue not covered by this MOU in person to the appropriate management authority.

4.4 Represented employees shall have the following Officer Bill of rights, which will be utilized in conjunction with the city's established disciplinary policy No. 513.

4.4.1 - Anonymous and/or third party complaints alleging violations of department rules, procedures or policies would not in and of itself be sufficient grounds for initiating an internal investigation.

4.4.1.a – However, after reviewing the anonymous complaint, the department may attempt to independently corroborate the information providing it can do so without subjecting the involved member to an interview. If the department is unable to corroborate the information, the matter will be dropped. If the department independently discovers a potential policy violation, the department may initiate an internal investigation.

4.4.1.b – Anonymous complaints alleging criminal behavior on the part of a member regardless of the source of the information will be investigated.

4.4.1.c – For the purposes of this section, a third party does not include anyone who has firsthand knowledge of the incident resulting in the complaint.

4.4.1.d – This section will not apply to the parent/guardian of a minor child.

4.4.2- All complaints filed against a member of the Employee Organization will be completed within 120 days. If not completed in the allotted time frame, the investigation will be dismissed and deemed un-sustained, except as outlined in Section 4.4.2.b.

4.4.2.a – The 120 days starts when the member is served with the Notice of Investigation and is completed on the day the assigned investigator documents the investigation, along with his findings to the Professional Standards Unit.

4.4.2.b – In the unlikely situation that more than 120 days are required to complete an investigation, the Chief shall notify the member and GPOC co-chairs in writing of the need for additional time. The notice will describe the projected completion date and the general nature of the reason(s) why more time is needed.

4.4.3 – The complaining party must sign a complaint form and sign an affidavit of truthfulness within 30 days of the date when they knew or should have known about the improper conduct on the part of a member of the Employee Organization against whom they wish to file a complaint. If the complaining party fails or refuses to sign the affidavit, no complaint will be taken. The member of the Employee Group shall be notified of the identity of the complaining party.

4.4.3.a – the department reserves the right to independently corroborate the information received from a complaining party even without a signed affidavit, providing it can do so without subjecting the involved member to an interview. If the department is unable to corroborate the information, the matter will be dropped. If the department independently discovers a potential policy violation, the department may initiate an internal investigation.

4.4.3.b – Complaints alleging criminal behavior on the part of a member regardless of the source of the information will be investigated.

4.4.4 The member of the Employee Group shall be notified within three duty days if a complaint is filed against them.

4.4.4.a – However, there may be situations where it is not possible or appropriate to notify the member within three duty days of a complaint being filed.

4.4.4.b. – In such situations, the Chief must document the reasons for the delay, and must ensure that notification is made as soon as is reasonably possible.

4.4.5 The use of a polygraph or other truth verification equipment will not be authorized during the complaint process for a member of the Employee Organization.

4.4.6 The Chart of Sanctions listed in the Department's policies and procedures will be utilized to determine the appropriate level of discipline. Reasons for mitigating or aggravating the level of discipline or for deviating from the Chart of Sanctions will be explained in the disciplinary notice.

## ARTICLE 5 Representation

5.1 The Employee Organization, as the authorized representative, has the exclusive right to serve as the Meet and Confer representative of the Represented Employees, as certified in accordance with the Ordinance.

5.2 Except as provided herein, all of the business of the Employee Organization that requires the involvement of employees shall be conducted during non-work time. Employee Organization business shall not in any manner disrupt, delay, or otherwise interfere with the operations of the City or efficiency of those operations.

5.3 The City agrees to provide the Employee Organization two full time release positions for the purposes of conducting Employee Organizational business related to the meet and confer process. These two positions will be authorized from the current FTE positions.

5.3.1 The two full time release positions shall be sworn, full time paid police officers with the City. These two full time release positions will receive compensation including benefits for services rendered to the City and the City shall continue to make contributions to the Public Safety Personnel Retirement System required by law as to maintain their full eligibility under the PSPRS guidelines.

5.3.2 The two full time positions shall participate in all appropriate training requirements to maintain officer qualifications for the Department to include all training mandated by the Arizona Peace Officers Standards and Training Board.

5.3.3 The two full time positions agree to be bound by the Department's policies, procedures, including proper notification when utilizing sick or vacation leave and may be subject to disciplinary action for violations of any such policies or procedures.

5.3.4 The two full time positions will be held by the Co-Chairmen of Glendale Police Officer's Coalition (GPOC) or their designated representative.

5.3.5 In addition to the two full time release positions, the City shall authorize 2000 hours of additional release time annually for designated Employee Organization Representatives to conduct Organization business, attend training and meetings as part of the meet and confer process. The Employee Organization shall notify the Chief of Police of the time and the employees who shall be so designated. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations. Designations will be made that will no impact patrol nor require replacement of personnel.

5.4 The Human Resources Department shall provide to the Employee Organization, upon written request, a monthly list of all employees and their work locations who are eligible to become Represented Employees that are new to the Police Department. The costs related to the production of such employee list shall be borne by the Employee Organization. Employees' home addresses, personal telephone numbers, and personal identifying information shall not be released to the Employee Organization unless the employee has provided prior written authorization for the release of this information to the City's Human Resources Department.

5.5 Upon written request to the Assistant Police Chief in charge of personnel, the City shall provide the Employee Organization with non-confidential and readily available information that is necessary for the Employee Organization to prepare for effective and efficient meet and confer process, including the city's analysis of its financial status. Any costs associated with producing such information shall be borne by the Employee Organization.

5.6 The Employee Organization shall print and provide a copy of this MOU to each Represented Employee. The costs of producing and distributing an adequate number of copies of this MOU shall be borne by the Employee Organization.

## ARTICLE 6 Wages

6.1 *Base Wages.* In 2009, the Employee Organization Members agreed to a deferral of their pay increase previously agreed to. As a part of that agreement, the Members of the Employee Organization were placed into the step which they should have attained as part of the previous agreement but did not receive the pay. For July 1, 2010, the Represented Employee group agrees to defer Step movement and will remain in their current 2009 pay step. Step advancement will begin with the 2011 budget. Subject to overall budget consideration and organizational objectives, the City will recommend the implementation of the following Step Plan effective July 1, 2011.

Officer	Sergeant
Step 1: \$52,492	Step 6: \$81,247
Step 2: \$55,116	Step 7: \$85,309
Step 3: \$57,872	Step 8: \$89,575
Step 4: \$60,765	Step 9: \$94,054
Step 5: \$63,804	
Step 6: \$66,994	
Step 7: \$70,344	
Step 8: \$73,861	

The City shall determine the qualifications by which any employee moves between steps. Pay overlap shall not occur between any steps in the step plan and the number of steps will not be increased or decreased during the term of this MOU. Any adjustments to the steps during the terms of this MOU within a grade shall be equal across all steps within that grade.

6.2 *Movement Between Pay Grades.* Employees that move from one pay grade to another shall be paid wages equal to the lowest step within the new pay grade.

6.3 *Specialty Assignment Pay.* Represented Employees shall receive Specialty Assignment Pay for successfully completing all of the required training, successfully completing the required testing process, or securing the appropriate certification (if required), and being assigned to a position designated to utilize this training.

6.3.1 *SWAT Officer.* When a Represented Employee successfully completes all of the required training, successfully completes the required testing process, or secures the appropriate certification (if required) and is assigned to a position designated as a SWAT Officer, the Represented Employee's wages shall be supplemented by payment of an additional \$178.34 per month in addition to their normal rate of pay.

6.3.2 *Bomb Squad.* When a Represented Employee successfully completes all of the required training, successfully completes the required testing process, or secures the appropriate certification (if required) and is assigned to a position on a bomb squad, the Represented Employee's wages shall be supplemented by payment of an additional \$178.34 per month in addition to their normal rate of pay.

6.3.3 *Field Training Sergeants and Field Training Officers.* When a Represented Employee successfully completes all of the required training, successfully completes the required testing process, secures the appropriate certification (if required), and is assigned to a position designated as a Field Training Sergeant to whom the Field Training Officer and the Officer in Training are assigned, or as a Field Training Officer, the Represented Employee's wages shall be supplemented by payment of an additional \$3.00 per hour in addition to their normal rate of pay. This payment is only receive for

actual training time logged by the Field Training Officer and for the time during which a Field Training Officer and Officer in Training is assigned to the Field Training Sergeant.

6.3.4 *K-9 Handlers.* When a Represented Employee successfully completes all of the required training, successfully completes the required testing process, or secures the appropriate certification (if required) and is assigned to a position designated as a K-9 Handler, the Represented Employee's wages shall be supplemented by payment of an additional \$178.34 per month in addition to their normal rate of pay. This will also apply to any Represented Employee so designated as a K-9 Handler to include Patrol K-9, Bomb Squad K-9 and Narcotic K-9. The selected Sergeant/Supervisor for the K-9 unit will also receive the additional compensation of \$178.34 regardless if that individual is assigned a K-9 or not.

6.3.5 *Stand-by Pay.* Represented Employees who are designated by operational need shall receive \$2.00 per hour for each hour they are on stand-by for such assignment. If the Represented Employee is called to report to work, he or she shall be paid for a minimum of three hours work, or the actual time worked if greater than three hours, for the activities as outlined in Police Department Policy and Procedures 21.321.A. The following represented positions are designated as unrestricted stand-by paid positions:

- Violent Crimes- 2 positions
- Sex Crimes- 2 positions
- ID- 2 positions (not a represented group)
- PIO- 1 position
- PSU- 1 position
- Vehicular Crimes- 2 positions
- Phlebotomist- 1 position
- SWAT- 10 positions

6.3.6 *Bilingual Pay.* Represented Employees qualifying for bilingual pay per City policies and procedures shall receive supplemental pay in the amount of \$100.00 per month. The total number of employees within the Police Department receiving supplemental pay for bilingual skills shall not exceed 50 employees. All employees receiving supplemental pay for bilingual skills may be required to be recertified as deemed necessary. Upon a determination by the City that an employee's bilingual skills are no longer necessary or beneficial to the employee's job performance, this supplement may be terminated and the bilingual supplement made available for another employee in a position having a greater need for or benefit from bilingual skills.

6.4 During December 2010, the City will conduct a market survey of the compensation offered by the bench mark agencies as identified by the City Council for their Police Officer (level 201) compensation amount. This survey shall provide information upon which to discuss adjustments to the Represented Employee Group with the goal, subject to

overall budget consideration and organizational objectives, of the compensation offered by the Glendale Police Department to be at least fourth at the range minimum and maximum amongst the bench mark cities.

## ARTICLE 7 Benefits

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7.1 *Life and Disability Insurance.* Represented Employees shall be covered by the City's life, disability, and other insurance plans in the manner and quantity offered to all City employees.

7.2 *Other Benefits.* The City may provide optional benefits to eligible employees through payroll deductions. Represented Employees will be offered the same optional benefits that are offered to all City employees.

7.3 *Retirement Benefits.* Retirement benefits for Represented 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 law and the City shall contribute the amount required by law. A Represented Employee's retirement may be augmented by the contributions to the Represented Employee's deferred compensation account as set forth herein.

7.4 Effective each pay period following July 1, 2010, each Represented Employee will receive an additional 1% of wages paid in that period, which shall be in addition to the Represented Employee's wages, and which shall be deposited into a deferred compensation account established by the employee with either ICMA-RC or Nationwide Investment Services. This deferred compensation shall be considered income and both the City and the Represented Employee shall make the required contributions to the Arizona Public Safety Personnel Retirement System accordingly. (This benefit will be deferred for the 2010-2011 fiscal year. If budget constraints allow, this payment will resume in the 2011-2012 fiscal year.)

7.5 Effective July 1, 2010, the following additional benefits will be granted to the members of the Employee Organization:

7.5.1 The maximum number of compensatory hours that a represented employee will be permitted to accrue shall be 200 hours.

7.5.2 Military leave time will be increased to 320 hours over two consecutive federal fiscal years.

7.5.3 Sick leave sell back- Upon retirement, the accrued sick leave of a Represented Employee of the Employee Organization with ten or more years of continuous City of Glendale service, shall be paid into a city-authorized Retiree Health Savings (RHS) account based on fifty percent (50%) of the employee's average hourly wage (average for last 36 months).

7.5.4 If a Represented Employee of the Employee Organization is injured on duty, any time needed by that Employee to attend Physical therapy and/or medical appointments will be considered on duty time. These hours will be flexed out of the Represented Employee's regular work hours and no overtime will be paid as a result of attending these appointments.

7.5.5 If a Represented Employee of the Employee Organization is authorized to have his or her ballistic vest replaced, the City agrees to pay \$1000 towards that vest replacement. The vest replacement program will continue as is outlined in current Glendale Police Policy and Procedures.

7.5.6 Effective July 1, 2010, the City agrees to terminate the uniform/equipment contract with West Valley Uniforms. The \$300 currently authorized to each Represented Employee of the Employee Organization will then be paid directly to the Represented Employee in two installments with the previously authorized uniform allowance. The total uniform allowance will now be \$1000 per Represented Employee and that money will be paid in two equal installments, once in June and once in December.

7.6 Each Represented Employee in the Employee Organization will receive compensation in accordance with Human Resources Policy 401 for the following 11.5 paid Holidays indicated:

- January 1, "New Year's Day"
- Third Monday in January, "Dr. Martin Luther King, Jr. Day"
- Third Monday in February, "President's Day"
- Last Monday in May, "Memorial Day"
- July 4, "Independence Day"
- First Monday in September, "Labor Day"
- Second Monday in October, "Columbus Day"
- November 11, "Veterans Day"
- Fourth Thursday in November, "Thanksgiving Day"
- Fourth Friday in November, "Day after Thanksgiving Day"
- Christmas Eve - 1/2 Day
- December 25, "Christmas Day"

7.7 *Order of Precedence.* This Article contains only a summary of certain benefits. The City's benefit plans and policies are the controlling documents. Any disputes concerning benefits will be controlled by those plans and policies.

## ARTICLE 8 Employee Organization Dues

8.1 The City shall allow payroll deduction for Employee Organization dues to be deducted from the paychecks of Represented Employees on a bi-weekly basis insofar as permitted by law. During months that have three paychecks, there will be no deductions made

from the Represented Employee's third paycheck. There will only be a total of twenty-four (24) deductions made per employee per year. The Employee Organization will inform the City of the amount of the dues to be deducted.

8.2 The City agrees to deduct and remit to the Employee Organization authorized deductions from Represented Employees who have signed and approved authorization cards for such deduction on a form provided by the City.

8.3 The amount of dues deducted from the Represented Employee's paychecks shall be paid to the Employee Organization on a bi-weekly basis, less any administrative costs incurred by the City.

8.4 The Employee Organization agrees to indemnify, defend, and hold the City harmless against any claim made of any nature and against any suit instituted against the City arising from its payroll deduction for Employee Organization dues.

#### ARTICLE 9 Prohibition of Strikes and Lockouts

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9.1 Represented Employees shall not engage in any strike, sympathy strike, work stoppage, slowdown, walkout, picketing, concerted failure to report to work, refusal to cross a picket line or any other activity, individually or concerted, that would interfere with or adversely affect the operations or mission of the City. The Employee Organization shall not, directly or indirectly, instigate, support, encourage, or participate in any strike, sympathy strike, work stoppage, slowdown, walkout, picketing, concerted failure to report to work, refusal to cross a picket line, or any other interference with employees' work or the City's operations and shall notify Represented Employees of such prohibitions.

9.2 In the event of a violation of Article 9.1, the Employee Organization shall immediately and in good faith publicly disavow the violation as an illegal strike, insist that the employees involved cease such violation, and use all means within its power to end such violation and use all means within its power to end such violation as soon as possible.

9.3 The City agrees that it will not lock out the Represented Employees as a result of the meet and confer process.

#### ARTICLE 10 Duration and Implementation

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10.1 This MOU shall remain in full force and effect commencing on July 1, 2010 and terminating on June 30, 2012, provided that notice of reopening is given pursuant to the meet and confer process. If notice is not given, then this MOU shall automatically renew for successive one-year periods.

10.2 Except by mutual agreement of the parties and as allowed by the Ordinance, the City shall not be required to meet and confer concerning any other matters, covered or not covered herein, during the terms of this MOU.

10.3 In the unlikely event during the term of this MOU the City experiences budget shortfall or faces legal requirements that, if not resolved during that budget year, would result in the layoff of Represented Employees, a reduction in the pay or benefits, or the curtailment of services provided to the City's citizens, this MOU shall be reopened.

10.3.1 This provision shall only apply if the general population of the City's employees is subject to the same or greater reduction of pay or benefits or resulting layoffs.

10.3.2 The City shall notify the Employee Organization's representative identified pursuant to Glendale Code § 2-80(1)(1)(d) of the reopening of this MOU. Such notice shall include at a minimum, the reasons for the reopening, the anticipated amount of the shortfall that must be addressed in order to alleviate the need to layoff City employees, reduction of pay or benefits, or the curtailed services provided to the City's citizens, and current budget information.

10.3.3 The City and the Employee Organization shall meet and confer in good faith for a period of no less than 30 calendar days in an effort to reach accord on how best to address the City's shortfall.

10.3.4 Recommended modifications to the MOU shall be submitted by the City Manager directly to the City Council which shall make a final determination as to the implementation of the recommended modifications.

10.3.5 Should the City and the Employee Organization be unable to reach accord on the recommended modification within the period set by this provision, the remedies established by Glendale City Code § 2-85(f) regarding mediation may apply. If no resolution is reached after 30 days of good faith participation in mediation, the remedies established by Glendale City Code § 2-8(g) shall apply.

## ARTICLE 11 Hours and Working Conditions

11.1 *Workweek.* The workweek for Represented Employees shall be defined as seven consecutive 24-hour periods beginning at 12:01 a.m. on Saturday and ending at 12:00 midnight the following Friday. The Police Department may establish alternate workweeks of seven consecutive days. When implementing an alternate workweek plan, the alternate plan shall be defined and documented with the Human Resources Director. A Represented Employee's supervisor may assign a Represented Employee to an alternate workweek plan and shall communicate that assignment to the Represented Employee.

11.2 *Meal Periods.* If a Represented Employee is required to work or be on active standby during his or her designed meal period, that time shall be considered work hours for the purposes of § 11.1. In order to qualify for a lunch period that is considered work hours, the

Represented Employee must be on-call during his or her entire work shift. They must not leave the work premises unless authorized to do so and must respond to any duty calls during that lunch period.

#### ARTICLE 12 Effect, Interpretation, and Savings Clause

12.1 This MOU constitutes the entire agreement of the City and the Employee Organization, arrived as the result of meeting and conferring. This MOU shall supersede all previous agreements, understandings, and prior practices related to matters included within this MOU.

12.2 The parties acknowledge that during the meet and confer process which resulted in this MOU, each had the opportunity to make proposals with respect to any subject or matter not removed by laws as a subject matter of the meet and confer process, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU.

12.3 All provisions of this MOU and all terms used herein shall be interpreted in such a manner as to be consistent in all cases with the Ordinance. In the event of any inconsistent provision or use of a term, the Ordinance shall take precedent.

12.4 If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction or government agency having authority over the provisions, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this MOU will continue in full force and effect. The parties will meet within 60 days after request by the City or the Employee Organization to discuss the invalidated provision.

*[Signatures appear on the following page]*

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Memorandum of Understanding this 5<sup>th</sup> day of May, 2010.

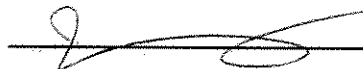
Glendale Police Officer's Coalition (GPOC)  
(Employee Organization)

  
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By: Robert Hawkins

Its: CO-CHAIR GPOC

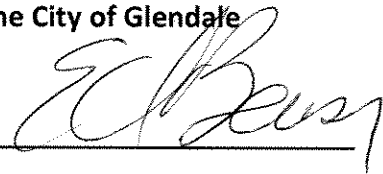
Glendale Police Officer's Coalition (GPOC)  
(Employee Organization)

  
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By: JUSTIN HARRIS

Its: CO-CHAIR GPOC

The City of Glendale

  
\_\_\_\_\_

Ed Beasley

City Manager

Approved as to form:

\_\_\_\_\_  
Craig D. Tindall  
City Attorney

Attestation:

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