

MEMORANDUM OF UNDERSTANDING

LAKE HAVASU CITY

AND

LAKE HAVASU POLICE OFFICERS ASSOCIATION

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PREAMBLE

The parties agree that this is the complete and only Agreement between the parties.

Each party has negotiated (met and conferred) on all issues identified for negotiations and such negotiations have led to this Agreement. Both parties agree that either party may petition the other to bring forth contract items contained in the Memorandum of Understanding (MOU) for discussion, however neither party is obligated to renegotiate the issue. This Agreement replaces any and all previous agreements between parties.

The parties acknowledge that during the negotiation which resulted in this Agreement, each had the opportunity to make demands and proposals with respect to all proper subjects of the "Meet and Confer" process and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement arrived after the free exercise of such rights and opportunities.

AGREEMENT

1. This Agreement is entered into between Lake Havasu City, hereinafter called the "City" and the Lake Havasu City Police Officers Association called the "Police Officer Work Group" or "Association."
2. Recognition
 - A. City recognizes the Police Officer Work Group as the exclusive representative of all regular employees in the designated employee group as delineated below. The exclusive representative shall represent the interests of all employees in the work group without discrimination or regard to membership in the Police Officer Work Group.
 - B. This section does not prevent an employee, acting individually, from presenting a grievance without the intervention of the Police Officer Work Group. Any adjustment made of such an employee's grievance shall not conflict with the provisions of this Agreement.

ARTICLE 1 RIGHTS OF THE EMPLOYEES

- 1.1 Employees have the right to form, join, or assist the Police Officer Work Group. Employees also have the right not to form, join, or assist the Police Officer Work Group. The parties recognize that the exercise of these rights shall not interfere with the delivery of services and shall not occur on duty time unless approved by the City or provided for in this Agreement.

- 1.2 Employees and the Police Officer Work Group shall be entitled to all rights and benefits specifically delineated in this Agreement. There shall be no implied rights beyond those specifically delineated in this Agreement and the Police Officer Work Group shall be the exclusive representative for those rights.
- 1.3 Employees have the right to have the Police Officer Association to serve as their "Meet and Confer" representative without discrimination based upon membership or non-membership in the Association.
- 1.4 Employees' official personnel files will be administered in accordance with the following provisions.
 - A. The City shall maintain official personnel files for each employee. The City file will be maintained in the City Human Resources Department.
 - B. An employee shall be permitted to review material contained in his/her official personnel file. An employee wishing to access his/her official personnel file shall provide at least twenty-four (24) hour advance notice. A designated representative of the City Human Resources Department will be present during the file review. The file reviewer will be required to sign and date a form maintained in the personnel file. With written authorization from the employee, an employee's representative shall be permitted to review the employee's official file in accordance with the provisions set forth herein.
 - C. The City will honor reasonable requests for a copy of an accessible document in the official file for the employee at no cost to the employee.
 - D. An employee shall be notified of adverse material being placed in his/her official file and shall be entitled to provide a written response.
 - E. Each supervisor will maintain a separate working file (PPR/Bureau File) containing contemporaneous notes regarding employee performance and behavior for each employee. The working file will contain positive as well as negative comments relating to the employee's work performance and/or conduct. The bureau file will be used as a guide when completing employee performance evaluations. Generally, the working file will be purged thirty (30) days after the annual evaluation unless there is an issue the supervisor feels could affect performance or discipline for the next rating period.
 - F. The Police Department will maintain an administrative file.
- 1.5 At the conclusion of the testimonial phase of any disciplinary review board, the involved employee(s) will be provided an audio recording of the proceedings. Within ten (10) calendar days of receiving this audio the employee(s) may offer rebuttal to the board orally or in writing. This rebuttal will be considered prior to any board findings or recommendations.

**ARTICLE 2
RIGHTS OF THE ASSOCIATION**

- 2.1 The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Police Unit. The parties agree that the Association has the right to represent the interests of employees in the Police Unit.
- 2.2 In any event, employees will not perform duties related to the business or operation of the Association on duty hours without the express consent of the Chief of Police.

**ARTICLE 3
BULLETIN BOARD, CITY EQUIPMENT, DUTY TIME**

- 3.1 The City shall provide bulletin board space for posting of Association literature, which shall be maintained in the Police Department break room. The Association shall be responsible for all costs and upkeep of the bulletin board. The parties agree this article does not authorize or approve of the posting of material that is political in nature, abusive of any person or organization or disruptive of the Police Department's operations. The overall size of each bulletin board shall not exceed 48" X 36."
- 3.2 The Association shall not use City time, materials, property, vehicles, or equipment for Association business, except Association may use interoffice mail and city email to disseminate information.
 - A. Information dissemination will not be political in nature, abusive of any persons or organization or disruptive of the Police Department's operations.
 - B. Emails related to Association business will clearly identify sender as an Association Member.

**ARTICLE 4
CITY AND POLICE DEPARTMENT**

- 4.1 The right to declare a legitimate fiscal or operational crisis/emergency and/or critical need which may suspend certain components of this MOU in order to provide appropriate services and/or support activities necessary for the public safety and welfare. The fiscal or operational emergency may be declared by the Chief of Police or City Manager after notification and meeting with Association Representatives. The notification/meeting with Association Representatives prior to action is not necessary in those crisis or emergency situations requiring swift and immediate action for public safety in the prevention of life or significant property loss.

- 4.2 The Association and the City pledge cooperation to increase departmental efficiency and effectiveness. The Association agrees to cooperate with the efforts of the Police Department to achieve increased productivity for the mutual benefit of all concerned through better utilization of equipment, manpower and methods of work.
- 4.3 The inherent and expressed rights of the City and the Police Chief, including those herein specifically referred to, or otherwise listed in City Code, Chapter 2.62, which are not expressly modified or restricted by a specific provision of this MOU, are not in any way, directly or indirectly, subject to the alleged breach procedure as outlined in City Code, Chapter 2.62.

**ARTICLE 5
ELECTIVE TIME OFF BY SENIORITY**

- 5.1 The parties agree that the Department shall continue to use a seniority-based process for Paid Time Off (PTO) and compensatory time scheduling. The Police Department reserves the right to make reasonable adjustments to the process to meet legitimate operational needs.

**ARTICLE 6
SHIFT SCHEDULES**

- 6.1 The normal daily work hours and weekly shift schedules of Police Unit personnel shall be determined by the Police Chief and the City Manager and shall normally comprise forty (40) hours within a seven (7) day work week. This provision does not prohibit mandatory overtime.
- 6.2 Duty hours for officers assigned full time to a uniformed patrol position will be four (4) ten (10) hour days or alternating four (4) twelve (12) hour days (week 1) followed by three (3) twelve (12) hour days (week 2), depending on assignment. The members agree to work the twelve (12) hour schedule; however the Police Department and Association agree that this agreed to work week configuration would be in effect for this year only, and will be subject to negotiation in following years. The parties agree that this Agreement will not constitute precedent the configuration of work weeks in future negotiations. In the event of an operational emergency, the Police Department reserves the right to make changes to the current schedule or process. Prior to implementation of such changes, the Association President will be provided written notice of the proposed changes and an opportunity to provide recommendations to the Chief of Police or designee. Minor adjustments to the schedule such as temporary movement of personnel, adjustment of hours, or the transfer of personnel to other work groups for a legitimate purpose does not require notification of the Association.

- 6.3 Overtime will be assigned by management based upon the needs of the Police Department; however, seniority will be given preference. Seniority, however, will not be the sole factor in determining overtime assignment.
- 6.4 The parties recognize that minimizing the use of overtime is a priority of the City. To that end, supervisors may flex the work hours of employees, when reasonable, within the designated workweek in order to avoid paying overtime. It shall be the policy of the Police Department to avoid split schedules whenever possible.
- 6.5 Officers assigned to work a twelve (12) hour patrol shift may be permitted to take an additional fifteen (15) minute break during each tour of duty.

**ARTICLE 7
LABOR/MANAGEMENT COMMITTEE**

- 7.1 Parties recognize that continued dialogue between the parties during the term of this Agreement is in the best interest of the City and the Association. A variety of opportunities to continue the dialogue and facilitate communication are available to include: meetings with command staff, an open door policy, and the establishment of a Labor Management Committee. The Labor/Management Committee is hereby created as follows:
 - A. The Labor/Management Committee shall consist of four (4) members; two (2) representing the Police Department, and two (2) representing the Association.
 - 1. The two (2) members representing the Association shall be the Association President and another Association member appointed by the Association.
 - 2. The two (2) members representing the Police Department shall be two members of the command staff appointed by the Chief of Police.
 - 3. Upon agreement of both sides, a Human Resource representative or other city department representative may be called upon to participate in the discussion based on the needs of the group.
 - 4. In the event a member of the Labor/Management Committee is unavailable, a substitute may be appointed by the respective side.
 - B. Meetings may be scheduled by the mutual agreement of the parties. If the meetings are scheduled during the employee's normal duty time, the employee will participate in the meeting on paid time. There will be no overtime authorized for the purpose of these meetings.
 - C. In the event one of the parties (Association or City) believes there has been a breach of the MOU and an informal discussion does not resolve the issue, the Labor/Management Committee will be convened. If the Committee cannot

resolve the matter, the issue will be resolved through procedures established by Lake Havasu City Code, Chapter 2.62.

- D. The parties will discuss issues that are mutually agreed upon; however, the Labor/Management Committee is not authorized to change the provisions of the MOU.
- E. Additional parties may participate in the meetings by the mutual agreement of the parties.

ARTICLE 8 SALARY SURVEY

- 8.1 The City shall conduct a salary survey biennially on even numbered years that shall include a minimum of three (3) Unit Member positions to be determined by the Association. Other positions may be surveyed at the discretion of the City.
- 8.2 Upon completion of the salary survey, results shall be forwarded to the City Council as part of the budget process, along with a formal recommendation of action by City staff. A copy of the salary survey will also be provided to the Association.
- 8.3 The methodology for conducting the salary survey and applying its results are as follows:
 - A. Cities surveyed will include those listed in Lake Havasu City Operating Policies and Procedures 3.10.01 Salary Program;
 - B. The first step, or minimum of the salary range for the three (3) Unit member benchmark positions enumerated in paragraph 1 will be surveyed;
 - C. All results of the survey will be included for comparison with Lake Havasu City, including the high and the low;
 - D. An average of all responses will be used to determine a percentage (%) difference, if any, from Lake Havasu City's minimum or first step;
 - E. An adjustment may be made to Lake Havasu City's first step / minimum salary as a result of the survey group's percentage difference when compared to City's;
 - F. In order to maintain the current spread between steps and prevent further compression of the salary bands, the current percentage difference between the ten steps for each band and grade will be maintained by applying the existing percentage amount difference to each step using the new first step/minimum salary as the beginning point.

ARTICLE 9 STRIKES OR WORK SLOWDOWN

- 9.1 The parties acknowledge that strikes are illegal. The Police Officer Work Group agrees that it and the employees in this designated employee group, will not

encourage, support, instigate, threaten or participate in a strike or slowdown or any other work disruption.

- 9.2 The Police Officer Work Group and the City subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of work. The Police Officer Work Group will not authorize, institute, aid, condone, threaten or engage in a slowdown work stoppage or strike. City for any reason shall not authorize, institute, aid, or promote any lockout of employees covered by this MOU.
- 9.3 In the event any employees covered by this agreement, individually or collectively, violate the provisions of the article and the Police Officer Work Group fails to exercise good faith in halting the work interruption, the Police Officer Work Group, the Police Officer Work Group Executive Board and the employees involved shall be deemed in violation of this section/article and shall be subject to disciplinary actions including termination.
- 9.4 The parties agree that in the event of a strike or slowdown or other work disruption the employees who encouraged, supported, instigated or participated in the strike or slowdown shall be subject to termination of their employment with the City. Furthermore, if Association leadership (Executive Board) is involved in or endorses the strike or slowdown, the Police Officer Work group will be decertified. The parties agree that a sick-out/blue flu is considered a strike or slowdown.
- 9.5 The determination as to whether a strike or slowdown or other work disruption occurred will be made by the City Manager.
- 9.6 The decision as to whether a strike or slowdown or other work disruptions has been threatened shall be made by the City Manager.

ARTICLE 10 ASSOCIATION LEAVE TIME BANK

- 10.1 Unit Members may contribute up to one-half (1/2) hour of Paid Time Off (PTO) per month to a bank of Association Use Hours. Use of these hours is subject to approval and scheduling requirements of the Police Department based upon operational needs. These hours may be used by Association Members designated by the Association President to attend seminars, conventions, executive board meetings, or other functions cognizant to the operation of the Association.
 - A. Notice of Association Member(s) intent to utilize Association Use Hours shall be forwarded to the Police Chief or designee no later than seventy-two (72) hours in advance of the request time off.
 - B. The use of Association Use Hours shall not be unreasonably withheld.

**ARTICLE 11
DEFINITIONS**

- 11.1 **Association:** Lake Havasu Police Officer Association.
- 11.2 **Association Member:** For purposes of this document, those members of the Police Officer Association who are defined as unit members in Lake Havasu City Code, Chapter 2.62.
- 11.3 **Association Representative:** For purposes of this document, those members of the Lake Havasu Police Officer Association who are defined as unit members in Lake Havasu City Code, Chapter 2.62.
- 11.4 **City:** Lake Havasu City Municipal Corporation and all related Departments, Divisions and Sections responsible for the delivery and/or support of City services.
- 11.5 **Disciplinary Action:** An adverse action taken against an employee for misconduct or performance deficiency that is documented in writing.
- 11.6 **Email:** The City's electronic communication system.
- 11.7 **Employee:** For purposes of this document, those members of the Lake Havasu Police Officer Association who are defined as unit members in Lake Havasu City Code, Chapter 2.62.
- 11.8 **Executive Board:** Shall consist of nine (9) members and have care, custody and control of all property and monies of the Association.
- 11.9 **Fiscal Crisis/Emergency:** Any event or situation where the City or Police Department has incurred a serious loss of revenues or an unforeseen increase in expenditures not included in the regular City budget.
- 11.10 **Memorandum of Understanding (MOU):** A written agreement arrived at by Lake Havasu City and the Lake Havasu Police Officer Association, pursuant to Lake Havasu City Code, Chapter 2.62.
- 11.11 **Operational Crisis/Emergency:** Any unforeseen event or situation which adversely affects the normal, efficient and effective operations of the Police Department and which may require the implementation of alternative work schedules, special assignments or other contingencies in order to provide necessary services for the public safety and welfare.
- 11.12 **Personnel:** For purposes of this document, those members of the Police Officer Association who are defined as Unit members in Lake Havasu City Code, Chapter 2.62.

- 11.13 **Personnel File:** The City's official employee file retained in Human Resources.
- 11.14 **PPR/Bureau File:** A Police Department employee performance file retained at the Police Department.
- 11.15 **Police Officer Association:** The organization designated through the petition process as the official and exclusive representative for those police employees as outlined in Lake Havasu City Code, Chapter 2.62.
- 11.16 **Police Officer Work Group/Unit:** Those police department employees eligible for participation in Meet and Confer as identified in Lake Havasu City Code, Chapter 2.62.
- 11.17 **Unit Member:** A City employee identified in Lake Havasu City Code, Chapter 2.62 as eligible for participation in "Meet and Confer".
- 11.18 **Work Disruption:** An association sponsored; organized effort by a number of unit employees to adversely affect the normal effective operation of the organization.

Dated this _____ day of _____, 2019.

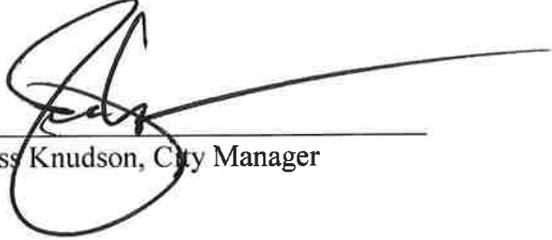
For the Police Association:

For the Police Management Team:

Michael Fuller, President

Daniel Doyle, Police Chief

For the City:



Jess Knudson, City Manager

APPROVED AS TO FORM:



Kelly Garry, City Attorney