

City of Bullhead City
And
Bullhead City Fraternal Police Officers Association
Memorandum of Understanding

July 1, 2024 – June 30, 2027
Revised by the City Council on October 1, 2024

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PREAMBLE

WHEREAS, the parties through their designated representatives met and conferred in good faith in order to negotiate the issues concerning wages, hours and working conditions of employees comprising the Police Employee Unit as defined in this Memorandum of Understanding (MOU); and

WHEREAS, the provisions of this MOU are not intended to abrogate the authority and responsibility of the City government provided for under the statutes of the State of Arizona or the ordinances of the City of Bullhead City; and

WHEREAS, the general purpose of this MOU is to provide for orderly and constructive employee relations in the public interest to establish wages, hours and other conditions of employment; to delineate the rights of employees and protect the rights of the City and to assure at all times the orderly and efficient delivery of quality services to the citizens of Bullhead City; and

NOW, THEREFORE, the Mayor and Council having been presented with this MOU for final determination of its terms including those concerning wages, hours and working conditions for the term specified, the Mayor and City Council of the City of Bullhead City resolve to adopt this MOU.

Article 1. Final MOU

The parties agree that this MOU 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. No additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement of the parties. This MOU replaces any and all previous agreements between the parties.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and 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 MOU were arrived at after the free exercise of such rights and opportunities; therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to meet and confer with respect to any subject matter not referred to or covered in this MOU even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this MOU.

Article 2. Memorandum of Understanding

This is the MOU between the City of Bullhead City, hereinafter called the "City" and the Bullhead City Fraternal Order of Police Officers Association (FOPOA) called the "Association." This is the only MOU between the parties. Any reference to "Department" shall mean the City's Police Department.

Article 3. Term of MOU

- A. This shall come into effect on July 1, 2024, and remain in full force through June 30, 2027. In the event an agreement is not reached on a successor MOU by June 30, 2027, the current MOU, excluding Article 14 (Pay Adjustments), shall remain in full force and effect until a successor MOU is approved. Article 14 (Pay Adjustments) shall terminate June 30, 2027.
- B. If during the period of this MOU, there is a consecutive six (6) month period wherein the tax revenue increases by 5% or more for each month, when compared to the same six (6) months in the prior year, the MOU may be reopened at the request of either party.

Article 4. Recognition

- A. The City recognizes the Association as the exclusive representative of all regular employees in the designated employee group as delineated below. The exclusive representative shall represent the interest of all employees in the bargaining unit without discrimination or regard to membership in the Association. The Association will not represent, or attempt to represent, any other City employee who is not a regular employee holding one of the job titles listed below.
- B. This section does not prevent an employee, acting individually, from presenting a grievance using the procedure contained in this MOU without the intervention of the Association. Any adjustment made of such an employee's grievance shall not directly conflict with the provisions of this MOU.
- C. The employee group shall be known as the "Police Unit" and shall consist of the following job titles:
 - Police Officer
 - Corporal
 - Sergeant
 - Emergency Services Dispatcher
 - Senior Emergency Services Dispatcher
- D. In the event the City creates new job titles during the term of this MOU that either party believes are appropriate for the "Police Unit," by mutual agreement the parties may extend the provisions of this MOU to those employees. The creation of new employee job titles is the responsibility of the City.

Article 5. Gender

Whenever any words used herein are in the masculine or feminine, they shall be construed as though they were also used in another gender in all cases where they would so apply. In addition, the terms "Unit Employee," "Unit Member" or employee either in the singular or plural form shall mean employees of the City that are specifically covered by this MOU.

Article 6. MOU Copies

- A. Each party to this MOU shall print sufficient copies for its own use. The use of Department copiers for this purpose by the bargaining unit is permitted so long as the Association Member making the copies is off duty, the Association provides the paper, and the copies are made in black and white. Distribution of copies of this MOU to the bargaining unit members shall not be performed during normal working hours unless agreed to by the parties.
- B. The Association shall provide sufficient copies of the MOU for Police Unit new hires.
- C. Once the MOU is ratified by the Council, the City has fourteen (14) working days to provide a completed MOU to the POA for their printing and distribution.

Article 7. Non-Discrimination

Neither the Association nor the City's respective policies or activities will discriminate against any employee based upon race, age, sex, sexual orientation, gender identity, creed, color, national origin, religion, and disability or non-Association affiliation.

Article 8. Rights of the Employees

- A. Employees have the right to form, join or assist the Association. The exercise of these rights shall not interfere with the delivery of City services and shall not occur on duty time unless approved by the City or provided for in this MOU.
- B. Employees and the Association shall be entitled to all rights and benefits specifically delineated in this MOU. There shall be no implied rights beyond those specifically delineated and the Association shall be the exclusive representative of those rights.
- C. The "Meet and Confer" process shall be the sole and exclusive remedy for addressing concerns over terms and conditions of employment for the Association and the employees in this bargaining unit.
- D. Employees have the right to have the Association serve as their "Meet and Confer" representative as set forth in Ordinance #2000-1073 without discrimination based upon membership or non-membership in the Association.
- E. Employees shall have the right to be represented by the Association only in meetings scheduled with the City concerning grievances as defined or as otherwise indicated in this MOU.
- F. Employees shall have the right to present their own grievance in accordance with the provision of the grievance procedure contained in this MOU.

Article 9. Personnel Files

Employee's official personnel files will be administered in accordance with the following provisions.

- A. The City shall maintain an official personnel file for each employee. The file will be maintained in the City Human Resources Department.
- B. An employee shall be permitted to review material contained in his/her official file. An employee wishing to access their official personnel file shall provide at least twenty-four (24) hours advance notice. A designated representative of the City Human Resources Department may be present during the file review. The file reviewer may be required to sign and date a form maintained in the personnel file. With written authorization from the employee, an employees' 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. The Department file, other than the background material that is considered confidential, is accessible to the employee. Each supervisor may maintain a separate working file containing contemporaneous notes regarding employee performance and behavior for each employee that is not accessible to the employee.

Article 10. Rights of Management

- A. The City and City Manager's rights are not subrogated or diminished in any way by an expressed or implied duty or obligation to meet and confer or bargain. Retained management rights are not subject to the grievance procedure contained in this MOU, nor are they subject to any other appeal or complaint process.
- B. The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal service and work force performing those services.
- C. The Association and its members who work for the City will individually, and collectively, perform loyal and efficient work and service; they will use their influence and best efforts to protect the property of the City and its

service to the public; and they will cooperate in promoting and advancing the welfare of the City and the protection of its service to the public at all times.

- D. The Association and the City will cooperate in achieving increased productivity for the mutual benefit of all concerned through better utilization of equipment, manpower and methods of work.
- E. The City Manager and the Police Chief have exclusive decision-making authority on matters not expressly prohibited by the specific language of the provisions of this MOU. Such decision-making shall not in any way, directly or indirectly, be subject to the grievance procedure contained herein. The authority of the City Manager and Police Chief shall not be modified by inference or implication. In the event this MOU is silent on a particular issue, the City Manager and the Police Chief shall retain the right to exercise their judgment on such matters.
- F. The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of government, and the purpose and mission of its constituent agencies, to set the standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish rules and practices governing the conduct of employees, to direct and supervise its employees and their work, to take disciplinary action, to relieve its employees from duty because of lack of work or other reasons, to 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, to hire, transfer and reassign employees and to otherwise act in the interests of efficient service to the community. The City reserves the right to establish, revise and implement standards for hiring and promoting employees, and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion; to evaluate and judge the skill, ability and efficiency and general work performance of employees. Also, to adopt and to manage its budget, provide for the funding of certain levels of service, to add, delete, modify or suspend certain programs, functions, divisions and departments as the City Council in the exercise of its legislative authority to create and manage the City's budget as determined to be necessary and appropriate.

Article 11. Referencing the City Human Resources Rules and Regulations

- A. The City and Department rules and regulations, policies and procedures and workplace practices are retained management rights. As such, these issues are not subject to the grievance procedure.
- B. During the term of this MOU, Bullhead City Code § 2.76.050, 2.76.060 and 2.76.070; as well as the provisions of the City Human Resources Manual section 1.31 and the Department's Policy Manual, Sections 319.5.8 (g-h), 1021.6, 1023.2 and 1023.4 regarding political activity shall be the rules governing unit members' political activity.

Article 12. Rights of the Association

- A. 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 as designated in Article 4, the Recognition Article of this MOU. The Association has the right to represent the interests of employees in the Unit.
- B. Certain specified organizational representatives of the Association have the rights to paid time under the Grievance procedure as follows:
 - 1. The Association may designate no more than a combined total of five (5) primary and three (3) alternate organization representatives (exclusive of elected Association Board Members). Said alternates will function only in the absence of the primary organization representatives. The Association shall notify the Police Chief of such primary and alternate designees. There shall be no obligation on the Department to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations. No more than two (2) of the five (5) representatives will be functioning as representatives during the same shift. Probationary employees shall not be eligible for designation as a primary or alternate representative.
 - 2. One organizational representative may, when the Association has designated in writing by a grievant or his representative, attend mutually scheduled MOU grievance meetings and disciplinary meetings without loss

in pay. This provision only applies with meetings that are conducted with management representatives. Overtime will not be authorized for the organizational representative. Meetings may be rescheduled at the discretion of the City to reduce costs or for other operational needs.

- C. Commencing on July 1, 2024, Association members may, subject to operational needs, scheduling requirements and approval of the Police Chief and City Manager, be allowed release time with pay to attend conferences emphasizing labor/management cooperation such as those sponsored by the Federal Mediation and Conciliation Service or the American Arbitration Association. No release time will be used for outside organizing. Release time shall be counted as hours worked for computing overtime.
- D. Notice of events and names of the members requesting to attend must be submitted to the Police Chief and the City Manager or designees by the Association no later than seventy-two (72) hours in advance of the release time.
- E. Association members may contribute up to one-half (1/2) hour of personal leave time per month to a bank of Association use hours subject to approval and scheduling requirements of the Department. Based upon operational need, 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, not covered in Paragraph C.
 - 1. 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.
 - 2. The use of Association Use hours shall not be unreasonably withheld.
- F. The City shall furnish the Association on request, at actual cost, a listing of Association members on City payroll deduction in July and, January during the term of this MOU indicating name and job title. The Association may use this list solely for the purpose of communication with Union members and will not share this information with other individuals or organizations.
- G. The City shall deduct bi-weekly an amount approved by the membership of the Association for Association dues pursuant to authorization on a form approved by the City, duly completed and signed by the Association member and transmit such deductions to the Association on a bi-weekly basis. The City shall, at the request of the Association, make changes in the amount of the deduction hereunder during the term of this MOU at cost for implementing such change. Requests for changes in the deduction amount shall include the employee's name, number, effective date and amount. An employee may discontinue his/her dues by contacting the payroll department only after notifying the Association in writing. The City assumes no liability on account taken pursuant to this paragraph and the Association shall indemnify the City for compliance with this provision.
- H. The City grants the Association permission to use City provided information boxes assigned to each individual police employee located within the employee's designated work area. Information placed in these boxes is deemed private.
- I. The City agrees those officers and non-employee representatives of the Association shall have reasonable access to the premises of the City during working hours with advance notice to and subject to approval of the appropriate City representative. Such visitation shall be only for reasons of the administration of the MOU. The activities of the Association shall not interfere with the normal work hours of employees.
- J. The City will provide the Association, upon request, non-confidential and readily available public information concerning the Unit that is not otherwise available to the Association, such as personnel census and employee benefit date. Such requests shall be made through the City Manager or his designee. There shall be no requirement on the City or the Department to develop new reports or analysis.
- K. The Association shall be permitted to place two (2) bulletin boards in the Police Department in locations mutually agreed upon by the Association and the Chief of Police. The Association shall be responsible for all costs and upkeep of these bulletin boards. This article does not authorize or approve of the posting of material that is

abusive of any person or organization. Such material shall not be critical of any City elected official, member of City management or their decisions. The overall size of each bulletin board shall not exceed 48" X 24".

- L. In the interest of encouraging continuing training for Unit employees, the Department will deliver to the Association President the AZPOST calendar.
- M. The work schedule of the Association president may be a normal day shift either a 5/8's schedule or a 4/10's schedule as approved by the Chief of Police. This provision shall only apply to the Association President and so long as the Association President is a sworn member of the Police Unit the Association President and the Chief of Police shall make good faith efforts to reach agreement on the President's schedule; however, final decision-making authority shall remain with the Chief.
- N. The Association may use the City's and Department interoffice mail services or e-mail for the dissemination of Association literature or correspondence only with the permission of the Chief of Police.
- O. The Association shall not use City time (unless released), materials, property, vehicles or equipment for Association business without the permission of the Chief of Police or City Manager.
- P. Sound labor/management relations are based upon cooperation and mutual respect. In recognition of this fact, the Association's use of City property, mailboxes, etc. for the dissemination of Association literature shall adhere to the following provisions:
 - 1. There shall be no other method for the mass distribution of Association literature on City premises other than the methods set forth in this Article.
 - 2. All information distributed or posted shall not be critical of City elected officials, management or other employees. Said information shall not be political in nature or otherwise contrary to positive labor/management relations.
 - 3. In the event the City believes the requirements herein are not being adhered to, the dissemination/posting of the document(s) in question shall be halted. The parties shall then promptly meet to work out a resolution to the problem.
- Q. The Association book in the briefing room and the 911 Emergency Center shall be allowed to remain.
- R. The Association shall provide the City names of new representatives, division were employed and names of previous representatives within fifteen (15) days of election or appointment.

Article 13. Fiscal Crisis

In the unlikely event during the term of the MOU the City experiences financial difficulties that if not resolved during the budget year would result in the layoff of City employees in or outside the "Police Unit" or the serious curtailment of services provided to the citizens of the City, this MOU may be reopened at the discretion of either party. (This provision shall only apply if the general population of City Employees is subject to the same or greater reduction of pay or benefits proposed for the "Police Unit" as a result of this reopened provision.) The following provisions shall apply to this circumstance:

In the event it is the City that reopens this MOU:

- A. The City shall notify the Association President in writing of the need to reopen this MOU. Such notice shall include the reasons for the reopening and the anticipated amount of citywide budget shortfall that needs to be resolved in order to alleviate the need to layoff City employees or severely curtail services provided to the Citizens of the City.
- B. The City shall supply the Association President with all available current budget information including, but not limited to, projected revenue shortfalls.

- C. The parties shall meet and confer/negotiate in a good faith effort to reach agreement on what if any, reduction in pay and/or benefits shall occur for unit members in order to address the City's budget shortfall.
- D. The meet and confer/negotiation process will be for a period of no less than thirty (30) calendar days. During these thirty (30) calendars day period the parties shall meet at least weekly unless mutually agreed otherwise.
- E. If the parties are unable to reach an agreement on the issues identified for this process, the issues will be directly submitted to the City Council who shall make a final determination. The determination of the City Council shall be final and binding on the parties.

Article 14. Pay Adjustments

A. Sworn – Fiscal Year 2024-2025

- 1. The 10 Step pay plan will stay in effect. There will be a step increase of 4.15% for all eligible unit members which will go into effect on the unit member's anniversary date.
- 2. The City Rules and Regulations determine anniversary dates.
- 3. There will be a 4.0% Cost of Living Adjustment (COLA) granted this fiscal year.
- 4. Match Lake Havasu City starting pay before COLA:

Cadet: \$25.97
Officer: \$28.85
Corporal: \$34.00
Sergeant: 39.04
- 5. Retention pay of \$1,000 to be paid before June 30, 2024.

B. Sworn – Fiscal Year 2025-2026

- 1. The 10 Step pay plan will stay in effect. There will be a step increase of 4.15% for all eligible unit members which will go into effect on the unit member's anniversary date.
- 2. The City Rules and Regulations determine anniversary dates.
- 3. There will be a Cost-of-Living Adjustment (COLA) granted to reflect the National CPI-W increase this fiscal year.
- 4. 1% Wage Increase.

C. Sworn – Fiscal Year 2026-2027

- 1. The 10 Step pay plan will stay in effect. There will be a step increase of 4.15% for all eligible unit members which will go into effect on the unit member's anniversary date.
- 2. The City Rules and Regulations determine anniversary dates.
- 3. There will be a Cost-of-Living Adjustment (COLA) granted to reflect the National CPI-W increase this fiscal year.
- 4. 1% Wage Increase.

D. Dispatch – Fiscal Year 2024 – 2025

1. The 10-step pay plan will stay in effect. There will be a step increase of 4.15% for all eligible unit members which will go into effect on the unit member's anniversary date.
2. The City Rules and Regulations determine anniversary dates.
3. There will be a 4% Cost of Living Adjustment (COLA) granted this fiscal year.
4. Match Lake Havasu City starting pay before COLA:
Dispatcher: \$23.78
Senior Dispatcher: \$27.35
5. Retention pay of \$1,000 to be paid before June 30, 2024.

E. Dispatch – Fiscal Year 2025 – 2026

1. The 10-step pay plan will stay in effect. There will be a step increase of 4.15% for all eligible unit members which will go into effect on the unit member's anniversary date.
2. The City Rules and Regulations determine anniversary dates.
3. There will be a Cost-of-Living Adjustment (COLA) granted to reflect the National CPI-W increase this fiscal year.
4. 1% wage increase.

F. Dispatch – Fiscal Year 2026 – 2027

1. The 10-step pay plan will stay in effect. There will be a step increase of 4.15% for all eligible unit members which will go into effect on the unit member's anniversary date.
2. The City Rules and Regulations determine anniversary dates.
3. There will be a Cost-of-Living Adjustment (COLA) granted to reflect the National CPI-W increase this fiscal year.
4. 1% wage increase.

G. A pay plan reflecting all pay adjustments will become a part of this MOU as Appendix A.

H. There will be no pay increase during the term of this MOU except as delineated herein or when an employee is promoted. The Chief of Police retains the right to determine the rate of pay for lateral entry officers or rehires.

I. There shall be no other pay or benefits increases during the term of this MOU other than those contained herein unless an employee is promoted to a new position in the bargaining unit. The City Human Resources Rules and Regulations govern the amount of pay increase upon promotion.

Article 15. Specialty Pay

A. Fiscal Year 2024 – 2025

1. Officers and Corporals assigned to the Field Training Officer (FTO) Unit and while actually conducting training with a trainee will receive a 5% increase in addition to their regular base pay during the term of this MOU for FTO services consistent with the current pay plan.

2. Dispatchers assigned to the Communications Training Officer (CTO) Unit and while actually conducting training with a trainee will receive a 5% increase in addition to their regular base pay during the term of this MOU for CTO services consistent with the current pay plan.

B. Fiscal Year 2025-2026

1. Specialty pay will remain for the specialized units listed in the 2024-2025 MOU. Members of these units will be paid \$3,000.00 annually, which will be paid in one separate check specifically for this allowance in the first pay period of August:
 - a. SWAT: 13 members
 - b. SWAT Medic: 1 member
 - c. Crisis Negotiators: 4 members
 - d. Tactical Dispatchers: 2 members
 - e. Bomb Technicians: 4 members
 - f. Dive Team: 6 members
2. No compounding of specialty unit pays. Members shall receive one specialty amount regardless of the number of specialty units they serve on.
3. Members serving a partial year in a specialty unit will be paid a pro-rated amount upon appointment to the specialty unit equal to the time assigned to the unit during the year.
4. If a member of a specialty voluntarily leaves a specialty prior to a full year of service, the member shall reimburse the City a pro-rated amount of the specialty pay for the remaining period for which no specialty service is performed.
5. Members required to be available in an "On-Call" status (such as detectives and traffic investigators) shall receive stand-by pay.

Article 16. Shift Differential Pay

There will be no Shift Differential Pay granted for unit members during this fiscal year.

Article 17. Holiday Pay

A. Sworn

Holiday pay for members assigned to a four-day ten-hour schedule will be:

1. City designated regular holiday: Eight hours holiday pay if the member does not work or works eight hours or less on the holiday. If the member works more than eight hours on the holiday, all hours up to ten will be compensated at holiday pay.

B. Dispatchers

Holiday pay for members assigned to a twelve-hour shift schedule will be:

1. City designated regular holiday: Eight hours holiday pay if the member does not work or works eight hours or less on the holiday. If the member works more than eight hours on the holiday, all hours up to twelve will be compensated at holiday pay.

Article 18. Longevity Pay

Officers, corporals, sergeants and dispatchers will receive 2.5% longevity pay effective on their ten (10) year anniversary date; an additional 1% longevity pay effective on their fifteen (15) year anniversary; and an additional 1.5% longevity pay effective on their twenty (20) year anniversary date.

Article 19. Bilingual Pay

- A. The City will offer a Spanish fluency test, annually between July 1, and August 30, for members. The test will be an oral exam selected by the city. Any member successfully passing the exam with a score of 75% or more will earn \$1,200 annually paid at \$300 per quarter. Any member that has successfully completed the fluency test is not required to test a second time.
- B. The purpose of the test will be to ensure that the member is able to fluently speak and understand the Spanish language.
- C. If the City is unable to administer the test prior to August 30, members who pass the test will be compensated for the entire first quarter.
- D. Each member will only be given one (1) opportunity annually to pass the test.

Article 20. Uniform Allowance

- A. The uniform allowance shall be a total of \$1,400.00 per year for all sworn members of the bargaining unit and a total of \$1,200.00 for dispatchers. The first payment or half of the total uniform allowance is due the first pay period of August and the second half is due the first pay period of February of each year. Each member shall be issued separate checks specifically for this allowance.
- B. This uniform allowance represents the total amount compensated to Unit members for uniform cleaning and replacement.
- C. The City will continue to repair/replace uniforms damaged during the course of duty in accordance with current policy.

Article 21. Service Weapon

Employees who retire from City service after completing twenty (20) or more years as a sworn police officer with the City may purchase their assigned, primary service weapon for the amount of \$1.

Article 22. Insurance

- A. The City will continue to offer group health, dental and vision benefits to eligible employees and dependents. The City will continue to offer short-term disability, long-term disability and life insurance to eligible employees in the bargaining unit.
- B. Premiums for the insurance coverage offered to employees are set from year to year by the City.
- C. Changes in the benefits provided to employees may occur from time-to-time during the course of this MOU. In the event the City determines there is a need to make significant changes in the benefits identified above the Association President will be provided written notice of the proposed changes and an opportunity to provide recommendations.
- D. The Parties will cooperate in exchanging information regarding the insurance benefits.

Article 23. Industrial Leave

- A. For sworn members hired on or after October 19, 1999 injured while actively engaged in authorized duty related activities and accepted for benefits by the City's worker's compensation carrier, the City shall continue to pay the sworn member at his or her regular rate of pay for a period of up to 2080 hours per incident. All injuries not related to authorized duty related activities and all other matters pertaining to industrial injuries shall be administered pursuant to the Human Resources Rules and Regulations.
- B. The Chief of Police shall make the determination of whether the injury was sustained while actively engaged in authorized duty related activities, and the Chief's decision shall be final.

Article 24. Probation

- A. All sworn police officers shall serve an initial probationary period of twelve (12) months from graduation from the academy. Lateral entry sworn officers shall serve a minimum of six (6) months' probation beginning from the date of their assignment to law enforcement duties.
- B. Dispatch employees shall serve an initial probationary period of twelve (12) months from their date of hire into the dispatch position.
- C. All employees may have their initial probationary period extended for a period of up to an additional six (6) months at the discretion of the City.
- D. During an employee's probationary period he/she may be discharged for any reason. Probationary employees are not entitled to utilize the grievance procedure in the City Human Resources manual to contest any personnel action, nor are they allowed to utilize the grievance procedure contained in this MOU. However, a probationary employee seeking clarification of any provision in this MOU may utilize the Department chain of command.
- E. Employees who are promoted or transferred to a new position during their initial probationary period shall begin their probation anew.
- F. Employees who promote or transfer to a different position after completion of their initial probationary period shall serve a promotional probationary/trial period that shall be administered consistent with the City Human Resources Manual.

Article 25. Seniority

- A. Seniority for corporals, sergeants and senior dispatchers shall be calculated from the date of promotion.
- B. Promotions: If two or more employees participating in a promotional opportunity tie as a result of any written test and/or interviews, the tie shall be broken based on the employee's present seniority with the most senior employee promoting first.
- C. The Department shall continue to use the seniority-based process for vacation and compensatory time, scheduling and work schedules. The Department reserves the right to make reasonable adjustments to the process to meet legitimate operational needs. In the event the Department determines there is a need to make significant changes in the 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.

Article 26. Paid Leave

- A. If an employee has exhausted all of his or her personal and vacation leave due to serious injury or illness involving themselves, an immediate family member or other persons residing in the employee's residence and who are financially dependent upon the employee, Unit members may, after authorization of the City Manager, voluntarily donate a portion of their accrued personal or vacation leave on behalf of their fellow employees. To voluntarily

donate leave, employees are to send a memorandum to the Human Resources Office identifying the employee to receive the donation and the number of personal or vacation leave hours to be donated.

- B. For members who were hired prior to October 1, 2003 and are required to take 120 hours of vacation leave per year, up to 40 hours of donated time in accordance with this section can be counted toward the 120 hour minimum.
- C. Paid leaves that are not mentioned in this MOU shall be administered in accordance with the City Personnel Rules and Regulations, or the Department Standard Operating Procedures.
- D. Employee may be granted bereavement leave for a period of three (3) days, equivalent to 30 work hours. If out-of-state travel is required, one (1) week, or forty hours may be granted.

Article 27. Leave Without Pay

- A. The City Manager may grant a member of the employee group leave without pay for a period not to exceed one (1) year. Leave without pay may be granted only when it is in the best interest of the City.
- B. For leave without pay to be considered, a written request must be submitted in advance and must indicate the duration of the leave requested, and dates of departure and return.
- C. Employees on leave without pay shall not accrue annual or personal leave for the hours on leave without pay.
- D. Employees who are on leave without pay are only entitled to the City paid employee benefits specifically authorized in writing by the City Manager at the time the leave is granted.

Article 28. Work Hours and Overtime

- A. 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 of forty (40) hours within a seven (7) day work week. This provision does not prohibit mandatory overtime.
- B. Duty hours may consist of five (5) eight (8) hour days or four (4) ten (10) hour days. Under special or unusual circumstances alternative work schedules may be approved by the Police Chief.
- C. Overtime will be assigned by management based upon the needs of the Department. Employees will be required to work any overtime assignment they are given.
- D. Known or preplanned overtime assignments, such as preplanned vacation or personal time approvals, will be scheduled on a rotational seniority bases unless operational needs arise.
 - 1. Operational needs will be determined by the Police Chief or Acting Police Chief in his absence.
 - 2. Seniority selection will be done by only those members who put in for the overtime assignment and not by going down the entire list of members.
- E. Overtime for bargaining unit members will be paid after the completion of forty (40) hours of work in the employee's workweek. Paid leave is not considered time worked for the purpose of computing overtime unless authorized as a non-disciplinary administrative leave in excess of eight (8) hours.
- F. Minimizing the use of overtime is a priority of the City. To that end, supervisors may flex the work hours of employees within the designated workweek in order to avoid paying overtime.
- G. Unit members will be able to earn comp time in lieu of overtime for overtime hours worked.
 - 1. Comp time will not be limited to specific details and overtime codes.

2. Members will be limited to earning sixty-four (64) hours of comp time per quarter. A member will not be able to have more than sixty-four (64) hours banked at any one time. Quarters are based on fiscal year beginning July 1, 2024.
3. There is no time limit by when the comp time must be used.
4. Members will be responsible for tracking their comp time. If a member asks for comp time, in lieu of overtime, but is over the sixty-four (64) hour limit, or does not comply with the limits set in paragraph (F)(2) of Article 28, the member will be paid overtime in lieu of compensatory hours.

Article 29. Callback/Court Time Pay

- A. Any employee called back to work because of his/her own negligence, whether in the proper care and use of City equipment, or his/her failure to complete required duties prior to leaving the work-site shall not be eligible for callback pay.
- B. Anytime a unit member is called back after leaving City facilities at a time after the completion of his/her assigned shift, the unit member will receive a minimum of two (2) hours pay. The unit member shall not be eligible for additional compensation during that two-hour period.
- C. The City and the Department shall maintain additional regulations for the administration of this program.
- D. Callback/Court time does not apply to administrative hearings, hearings or meetings pursuant to any process for the purpose of determining whether there has been a breach of the MOU.
- E. These provisions also do not apply at any time an employee brings any action against the City, the Department or its representatives.

Article 30. Reduction in Force (Layoff)

- A. Pursuant to City Regulations, the City has the authority to discharge, terminate or lay off employees in this employee group at any time when a reduction in personnel is required.
- B. The Council and/or City is vested with the discretion to determine the level and type of service to be provided to the community and may make revisions to the service provided at any time. The Council and/or City, at its discretion may at any time decrease the number of employees and are solely vested with the discretion to determine what causes shall justify a reduction in personnel.
- C. When the Council and/or City anticipates a Reduction in Force (RIF) or layoff that might result in the discharge or termination of an employee(s) in the employee group, the City shall notify the affected employees in writing at least sixty (60) calendar days prior to implementation. In lieu of notice the employees may be given severance pay in an amount equivalent to the amount of notice, or portion thereof.
 1. Dispatch employees will be laid off in reverse order of seniority within the classification title held at the time of the layoff. Employees will be recalled in reverse order of layoff within the classification affected. Employees are eligible for recall for a period not to exceed two (2) years from the date of layoff.
 2. Sworn police officer employees will be laid off in reverse order of seniority within the rank held at the time of the layoff. Employees laid off from either the sergeant or the corporal rank shall be returned to their previously held rank and shall become the most senior member of that rank for the purpose of layoff only. Employees shall be recalled in reverse order of layoff with the ranks affected. Employees are eligible for recall for a period not to exceed two (2) years from the date of layoff.

Article 31. Administrative Employee Investigations and Discipline

- A. The City and the Department reserve the right to investigate all allegations of employee misconduct.
- B. An employee may be placed on administrative leave of absence with or without pay, if appropriate, during an investigation involving the employee.
- C. During an employee investigation, no documentation related to the matter will be placed in the employee's official personnel file until the investigation is completed.
- D. If administrative charges are filed against an employee as a result of an investigation, the employee will be provided the opportunity to respond to the administrative charges prior to the imposition of any suspension without pay, demotion or termination.
- E. Employees in the bargaining unit will cooperate in all investigations conducted by, or on behalf of the City or the Department. Failure to cooperate may be the basis for disciplinary action up to and including termination. Providing false testimony in a grievance hearing, or any meeting with management, is considered failure to cooperate.
- F. Prior to the imposition of discipline other than a verbal or written reprimand or warning, the employee will be advised of the administrative charges against them and given an opportunity to respond. The response may be verbal or in writing. The employee may be accompanied by one representative of their choosing when responding to administrative charges which may result in discipline other than verbal, written reprimand or warning. The employee is required to speak for himself/herself; however, the representative may assist the employee in doing so. The representative may not engage or debate the supervisor and shall at all times maintain a proper professional demeanor. If the representative is a City employee he/she shall be in a paid status during the time of the meeting only. No overtime will be authorized for this purpose unless the City/Chief requires a particular employee representative who is not on duty at the time of the meeting.
- G. When discipline is to be imposed, progressive discipline will be considered when it appears that the merits of the case would lend itself to this procedure as determined by the Police Chief.
- H. Disciplinary actions may only be appealed through the grievance procedure in the City Rules and Regulations.
- I. A verbal reprimand or counseling is a form of corrective action. Among other things, it serves the dual purpose of helping the employee know the expected level of performance and/or behavior, and documents that the employee has been provided notice that his/her performance must change. The fact that a supervisor has verbally counseled or reprimanded an employee over an incident does not preclude further discipline of the employee should the totality of the circumstances convince the supervisor that further discipline is necessary. Such further discipline shall not be considered double jeopardy.

Article 32. Grievance Procedure

- A. Purpose – The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems that may arise and are subject to review under this procedure. There shall be no other grievance or appeal procedure for employees in the bargaining unit for matters covered by this MOU other than that contained in this article and the Association and the employees in the employee group clearly and unmistakably waive any right they may have to an alternate procedure.
- B. Definitions:
 - 1. A "grievance" shall be defined as a dispute pertaining claim that alleges a violation of this MOU.

2. A "grievant" shall be any employee or group of employees. The Association may file a grievance on behalf of two (2) or more employees on any issue that has Department wide application. If the issue being grieved is a decision made by the Chief, the grievance procedure may begin at that step.
 3. "Days" shall mean Monday through Friday, not including holidays observed by the City.
- C. Grievance proceedings shall be kept informal at all levels of this procedure.
- D. The number of days indicated at each level of this procedure shall be considered a maximum, and every reasonable effort shall be made to expedite the process.
1. If the City or Department fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.
 2. If the grievant fails to comply with the grievant time limit requirements as set forth under any of the procedure levels, the grievance shall be considered null and void.
 3. The time limits set forth herein may be extended provided the extension has been mutually agreed upon by the parties in writing. A grievance no later than ten (10) days after the grievant knew or should have known of the action that precipitated the grievance.

E. Steps:

The grievant shall first discuss the grievance with the Lieutenant/Bureau Manager directly with the objective of resolving the grievance. If the grievance is not resolved within ten (10) days, a written grievance may be filed with the Lieutenant/Bureau Manager. To be considered, the grievance must be timely submitted and contain at a minimum; what contractual provision(s) of this MOU is alleged to have been violated, the facts constituting the alleged violation and the relief sought.

If, after ten (10) days from the date the grievance is filed with the Lieutenant/Bureau Manager the grievance is not resolved, a grievance may be filed with the Captain. If the grievance is not resolved within ten (10) days of receipt of the written grievance by the Captain, a grievance may be filed with the Chief of Police. The Chief of Police, or designee, shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the witness) to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party. The Chief of Police, or designee, will have ten (10) days to render a decision.

- F. If both the grievant and the Association are not satisfied with the decision of the Chief, they may request advisory arbitration as outlined below.
1. The advisory arbitrator will submit a recommendation to the City Manager.
 2. The City Manager will have ten (10) days to render a decision that shall be final and binding on the parties.
 3. By mutual agreement between the City Manager and the Association President, prior to advisory arbitration, a committee may be formed with representatives of the City and the Association. If the committee can agree on a joint recommendation it shall be submitted to the City Manager who shall render a final and binding decision.
 4. The Association's agreement to participate in a committee recommendation does not waive its right to submit the grievance to advisory arbitration within ten (10) days of receipt of the City Manager's decision not to accept the committee recommendation.

G. Arbitration

1. The arbitrator will be selected from a list of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service (FMCS). The Association shall request a list of arbitrators with no special requirements from the FMCS and shall be responsible for the completion of the related paperwork. Upon receipt of the list, the moving party to the arbitration shall strike the first name from the list. The parties shall alternately strike names until there is one name remaining that shall be arbitrator.
2. The arbitrator shall conduct the hearing as soon as possible.
3. The arbitrator's decision shall be in writing and shall include the decision, the rationale and, if appropriate, relief.
4. The arbitrator shall not have the authority to expand, or add to, the rights employees or the Association have under the terms of this MOU.
5. If the MOU is silent on a particular issue, it shall be considered a retained management right.
6. The arbitrator's recommendation shall be submitted to the City Manager and Union President.
7. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses. The parties may mutually agree to share the cost of providing a verbatim record of the proceedings.

H. Miscellaneous

1. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the proceedings of a grievance.
2. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.
3. An employee, acting individually, may present a grievance without the intervention of the Association provided the grievance has been processed in accordance with this procedure. Any adjustment made as relief to the grievance shall not specifically violate the provisions of this MOU.
4. If a grievance affects a group of two (2) or more employees or involves an action or a decision by the City or the Department that has a Department wide impact, the Association may submit the grievance on behalf of the affected employees.
5. All documents related to a grievance shall be maintained as a separate file from the employee's personnel file. This provision shall not apply to documents related to a grievance over disciplinary action unless such documents are removed from an employee's personnel file as relief given in the disposition of a grievance.
6. In the event a grievance meeting is scheduled during the employee's normal work hours the employee will receive his/her normal compensation for such time as is necessary to attend the meeting.
7. If the employee is represented by an Association representative who is a City employee and the meeting is held during such representative's normal working hours, the employee Association representative will receive his/her normal compensation for such time necessary to conduct the meeting. No overtime shall be authorized for such purposes.

Article 33. Duty Assignments

This issue is covered under management rights.

Article 34. Outside Employment

An employee's position with the Department is the primary source of employment for the employee. An Employees' request for outside employment may be approved at the discretion of the Police Chief.

Article 35. Contagious Disease

The City will continue to provide inoculation and immunizations for certain contagious diseases as determined by the Police Chief. Tuberculosis screening may be offered annually.

Article 36. Labor/Management Committee

Continued dialogue between the parties during the term of this MOU is in the best interest of the City and the Association. In order to facilitate the development of a positive relationship between the City and the Association, the Labor/Management Committee is hereby created as follows:

- A. The committee shall consist of six (6) members, three (3) representing the City and three (3) representing the Association.
 - 1. The three (3) members representing the Association shall be appointed by the Association President.
 - 2. The three (3) members representing the City shall be appointed by the City Manager.
- B. Meetings may be scheduled by the mutual agreement of the parties. If the representatives are City employees and 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. The parties will discuss issues that are mutually agreed upon; however, the committee is not authorized to change the provisions of the MOU.
- D. Additional parties may participate in the meetings by the mutual agreement of the parties.

Article 37. No Strike or Slowdown

- A. Strikes against the City are illegal under the laws of Arizona. The Association 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.
- B. The Association and the City shall subscribe to the principle that differences will be resolved by peaceful and appropriate means without interruption of work. The Association will not authorize, institute, aid, condone, threaten or engage in a slowdown, work stoppage or strike. The employer for any reason shall not authorize, institute, aid, or promote any lockout of employees covered by this MOU.
- C. In the event any employees covered by this MOU, individually or collectively, violate the provisions of the article and the Association fails to exercise good faith in halting the work interruption, the Association, the Association officers and the employees involved shall be deemed in violation of this section/article and shall be subject to disciplinary actions including termination.
- D. In the event of a strike or slowdown or other work disruption the employees who encouraged, supported, instigated or participated in the strike or slowdowns shall be subject to termination of their employment with the City. Furthermore, the Association will be decertified. A sick-out/blue flu is considered a strike or slowdown.
- E. The determination as to whether a strike or slowdown or other work disruption occurred will be made by the City Manager.

- F. The decision as to whether a strike or slowdown or other work disruptions has been threatened shall be made by the City Manager.

Article 38. Public Safety Bill of Rights

During the term of this MOU the Department will continue the current practice of allowing representation in IA interviews so long as the Chief determines that the representation is not disruptive to the process. The Labor/Management Committee established by this MOU will study the issue of the Public Safety Bill of Rights for a possible recommendation and possible inclusion in a successor MOU.

Article 39. Negotiation Procedures

- A. Negotiations for a successor MOU may be initiated by the Association no sooner than October 1st and no later than October 31st of the year preceding the expiration date of the MOU and no later than the date established in City ordinance. After this date, no new issues identified by the Association may be introduced to the Meet and Confer process for that budget year unless mutually agreed upon.
- B. Negotiations shall be conducted in closed sessions.
- C. Negotiation ground rules may be negotiated by the parties.
- D. During negotiations, the parties shall meet at mutually acceptable times and locations.
- E. All agreements reached by the parties shall be initialed as tentative agreements.
- F. Such tentative agreements are conditional and may be withdrawn should later discussions change either team's understanding of the language as it relates to another part of the MOU.
- G. If the parties have not reached an agreement on a successor MOU before this MOU expires, the provisions herein may, by mutual written agreement of the parties, continue in effect until a successor MOU is reached, another period of time is agreed upon by the parties or until no longer allowed by law.

Article 40. Savings Clause

If any article or section of this MOU should be held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this MOU shall not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them shall meet and confer to endeavor to agree on a substitute provision or determine that such a substitute provision is not necessary. The provisions of the Fair Labor Standards Act (FLSA) and Arizona State Law are currently applicable to certain wage and premium pay provisions of the MOU.

Article 41. Privatization

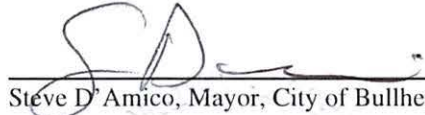
The City retains the right and responsibility to deliver services to the citizens at the most reasonable cost possible. As a result it may become necessary to privatize or contract out some or all of the services performed by members of this unit. The determination of the need for such action is solely at the discretion of the City Manager. If such action is taken, the following provision shall apply in the event taking such action will result in the layoff of employees in the "police unit."

- A. The City Manager will notify the Association President of the intent to contract out privatize services and the approximate number of employees affected.
- B. Information will be provided detailing the anticipated cost savings and other benefits of such action.

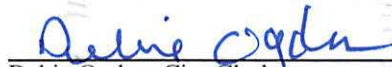
- C. The Association will be allowed thirty (30) calendar days from the date of being provided the information described above in paragraph B to present recommended alternatives. The City Manager may implement some or all of the Association's recommendations.
- D. In the event the Association chooses not to recommend alternatives, it shall be prohibited from speaking out publicly on the issue.

SIGNATURES

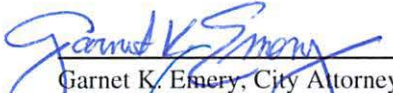
Dated this 10-10-24 day of October 2024.



Steve D'Amico, Mayor, City of Bullhead City

Attest:


Debbie Ogden, City Clerk

Approved as to form:

 10-10-24
Garnet K. Emery, City Attorney

 #234
Daniel Crawford, President
Fraternal Order of Police Officers Association