

MEMORANDUM OF UNDERSTANDING

JULY 1, 2023 THROUGH JUNE 30, 2025



CITY OF GOODYEAR

AND



**GOODYEAR POLICE OFFICERS
ASSOCIATION (GYPOA)**

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PREAMBLE

WHEREAS, the city of Goodyear ("City") and the Goodyear Police Officers Association, the designated Public Safety Sworn Employees Organization ("Organization") for Goodyear Police Officers and Police Sergeants ("Members") through their designated representatives, met and conferred in good faith in order to reach agreement concerning wages, hours, and working conditions; and

WHEREAS, the City and Organization shall collectively be referenced as the "Parties" for the purposes of this Memorandum; and

WHEREAS, the Parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the [statutes of the State of Arizona](#) or the [Charter or ordinances of the city of Goodyear](#) and/or the [City of Goodyear Policy and Guidelines Manual](#);

WHEREAS, the Parties hereby recognize the value of a collaborative relationship between the association and management and therefore endeavor to facilitate inclusive processes that consider the interests of both Parties as outlined in the permissible areas of meet and confer ordinance.

NOW, THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the Parties submit this Memorandum of Understanding (MOU) to the City Council of the city of Goodyear with their joint recommendation that the Council resolve to adopt its terms and provisions.

ARTICLE 1: Rights

Section 1-1. Gender

Whenever any words used herein are in the masculine, feminine or neutral, they will be construed as though they were also used in another gender in all cases where they would so apply.

ARTICLE 2: Grievance

Section 2-1. Definition of Grievance

A "grievance" is a written allegation by an employee, submitted in a timely manner in accordance with the provision, alleging specific violations of the terms of this MOU which are alleged to be violated and the specific remedy will automatically terminate the grievance.

A "Unit Grievance" is a written allegation by the Organization, submitted as herein specified, charging violation(s) of the specific express terms of the MOU that involve the entire unit and not merely the complaints of one or more members and not of an

operational nature and not merely a specific application of this MOU to one or more members.

A "Representative" is defined as a member of the Organization currently employed by the City.

Section 2-2. Informal Resolution

- A. It is the responsibility of the members who believe that they have a bona fide complaint concerning violations of this MOU to promptly inform and discuss it with their Police Chief's Management Designee in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the member-immediate Police Chief's Management Designee level. If such informal discussion does not resolve the problem to the members satisfaction, and if the complaint constitutes a grievance as herein defined, the member may file a formal grievance in accordance with the following procedure. Members may use not more than two (2) hours of duty time to prepare the formal grievance. Failure to complete and file a grievance within the specified time frame will automatically terminate the complaint.

Section 2-3. Formal Grievance Procedure

- A. Unit grievances will skip Step 1 and will commence at Step 2.
- B. In processing a formal grievance, the following procedure will apply:

Step 1

- A. The member will reduce their grievance to writing by signing and completing all parts of the grievance form provided by the City and submit it to the Police Chief's Management Designee within fourteen (14) calendar days of the event giving rise to the grievance. Either party may then request that a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. The Police Chief's Management Designee will, within twenty-eight (28) calendar days of having received the written grievance, or such meeting, whichever is later, submit their response thereto in writing to the grievant and the grievant's representative, if any.

Step 2

- A. If the response to the first level of review does not result in resolution of the grievance, the grievant or their representative may submit the grievance to a Labor/Management Committee for review and recommendation within seven (7) calendar days of the receipt of the step one response. The Committee will consist of up to two (2) representatives of the Organization who were on the negotiating committee and up to two (2) representatives of the City Manager who were on the negotiating committee. Within fourteen (14) calendar days of having received the appeal, the Labor/Management Committee will meet to review the grievance, unless

the date is mutually extended. Within fourteen (14) calendar days from the date of the committee meeting, the Labor/Management representatives will submit a recommended disposition of the matter to the City Manager.

Step 3

- A. If the response of the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance to the Police Chief within fourteen (14) calendar days of the grievant's or their representative's receipt of the Step 2 response. Either party may request a meeting be held concerning the grievance or mutually agree that no meeting be held. Within twenty-eight (28) calendar days of having received the appeal, or the meeting, whichever is later, the Police Chief will submit their response to the appeal to the grievant and the grievant's representative, if any.

Step 4

- A. If the response of the third level of review does not result in resolution of the grievance, the grievant and the Organization may jointly invoke the Step 4 procedure to request mediation, by filing an appeal within ten (10) calendar days (excluding City holidays) of receipt of the recommendation. Nothing precludes the City and the Organization from mutually agreeing to combine more than one (1) grievance into the same mediation if they determine that multiple requests for mediation fall under the same issue.
- B. Department management and the grievant, or their designated representative, will agree on a mediator. If they are unable to agree on a mediator within ten (10) calendar days (excluding City holidays), either party may request the Federal Mediation and Conciliation Service (FCMS) to submit to them a list of seven (7) mediators who have had experience in the public sector. The Parties will, within ten (10) calendar days (excluding City holidays) of the receipt of said list, select the mediator by alternately striking names from said list until one (1) name remains. Such person will then become the mediator. The mediator selected will hold a hearing as expeditiously as possible at a time and place convenient to the Parties, and will be bound by the following:
 - 1. The mediator will neither add to, detract from, nor modify the language of the MOU or of Department rules and regulations in considering any issue properly brought to them.
 - 2. The mediator will expressly confine themselves to the precise issues submitted to them and will have no authority to consider any other issue not submitted to them.
 - 3. The mediator will be bound by applicable State and City law.
 - 4. The mediator will, within thirty (30) days from the close of the mediation hearing, submit a recommendation to both Parties.
- C. The costs of the mediator and any other mutually incurred costs will be borne equally by the Parties.

Step 5

- A. If the mediator's recommendation does not result in the resolution of the grievance, either party may submit the grievance to the City Manager or designee within ten (10) calendar days (excluding City holidays) of receipt of the mediator's recommendation.
- B. The City Manager or designee may accept, modify, or reject the mediator's recommendation. The City Manager or designee will submit their decision in writing to the grievant and the designated representative within twenty-one (21) calendar days (excluding City holidays) of receipt of the appeal.
- C. The City Manager's or designee's decision is the final step in the grievance process.

Failure of Departmental representatives to comply with time limits specified in [Step 1](#) and [Step 2](#) will entitle the grievant to appeal to the next level of review, and failure of the grievant to comply with said time limits in this procedure will constitute abandonment of the grievance. The Parties may extend time limits by mutual written agreement in advance.

ARTICLE 3: Labor-Management Committees

Section 3-1. Labor-Management Operations Committee

- A. There shall be a Labor-Management Operations Committee ("Committee") consisting of up to four (4) representatives of the Organization meeting with the Police Chief or the Chief's designee. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of major new department programs or substantial modifications of existing major department programs that will have a significant impact on work schedules or duties of the members.
- B. The Committee shall meet monthly at mutually scheduled times, and at any other mutually scheduled times.
- C. The labor groups shall, in advance of a meeting, provide the Police Chief with proposed agenda items.
- D. The Committee may, if it deems proper, suggest recommendations to the Police Chief for their consideration and determination.
- E. Any matter referred to within the grievance process may be discussed by the Committee at the request of any member of the Committee.
- F. The City will provide to the Labor-Management Committee the professional services of a scribe for the labor-management process.
- G. The Committee shall review any changes to Department Policies and/or any of the following but not limited to: the Organization and Management shall endeavor to create a process to include employee input through a Labor-Management Group or

equivalent for selection and use of equipment including, but not limited to, vehicles, uniforms, other related duty equipment, etc.)

Section 3-2. Labor-Management Executive Committee

- A. There shall be a Labor-Management Executive Committee consisting of up to four (4) representatives of management from the Police Department and Human Resources Department and up to four (4) Representatives of the Organization. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems.
- B. The Committee shall meet quarterly at mutually scheduled times, and at any other mutually scheduled times.
- C. The Chairmanship of the Committee shall reside with the Police Chief. The members shall, in advance of a meeting, provide the Police Chief with proposed agenda items.

ARTICLE 4: Conducting Association Business

Section 4-1. Donated Release Time

- A. Donated Release Time is time off from normal working duties/hours to conduct bargaining unit business.
- B. A Donated Release Time Bank is a bank of donated vacation hours used for grievance, labor-management meetings, representing an employee/member, or any other labor management process excluding political activity. Goodyear Police Officers Association (GYPOA) may donate their vacation hours to this bank.
 - 1. Donation to this bank will be allowed two (2) times per year, July and December. In the event GYPOA Executive Board determines the need for additional donations, one additional donation will be scheduled at an agreed upon time by the City and GYPOA.
 - 2. The Watch Commander will authorize time off specific to this bank.
 - 3. GYPOA member must have used at least thirty (30) hours of vacation and/or compensatory time in the current calendar year. Donation will be based on accrual balance at the end of June and November.
 - 4. Member must maintain a minimum of twenty (20) hours in personal vacation account.
 - 5. A maximum of twelve (12) hours may be used at a time.
 - 6. Only used for and by GYPOA members.

Section 4-2. Official Association Related Business During Non-Work Hours to be Compensated

- A. The City recognizes the following mandatory events as providing mutual benefit to both the City and the Union:
 - 1. State or National Conference (one per year, alternating years);
 - 2. Leadership Conference or Labor Summit [one (1) per year, alternating years]; and
 - 3. Cover time only for two (2) events per year.
- B. The City will allow City paid time for up to four-hundred (400) hours total per year paid as straight time. Including:
 - 1. Up to a maximum of five (5) members per event;
 - 2. Up to a maximum of forty (40) hours per member/per event; and
 - 3. Members shall log time attending the above referenced events as regular straight time in the City/Department time-entry system.
- C. Training Pay will not be paid if teaching at any of these non-departmental events.

Section 4-3. Negotiation Time

- A. The City will allow city paid time for up to a maximum of five (5) members to be used for participation in negotiations at the negotiation table.

ARTICLE 5: Layoffs

This section shall supersede [Goodyear Administrative Guideline #360](#) in relation to the layoff of employees/members covered by this MOU. This provision does not apply to employees of the Police Department who are not subject to this MOU, and the City Manager retains sole authority to implement layoffs and allocate positions subject to layoff throughout the organization.

The City Manager may lay off a member due to shortage of funds, curtailment of work, abolition of position, a material change in duties, or other reasons given by the City Manager. The conditions of a reduction in force (layoff) shall be as follows:

- A. **Notification of a Pending Layoff:** The City Manager or designee will notify a member of a pending layoff, in writing, at least thirty (30) calendar days prior to the effective date of the layoff.
- B. **Order of Separation:** The City Manager or designee will notify a member of a pending layoff, in writing, at least thirty (30) calendar days prior to the effective date of the layoff.
 - 1. Employment Status: Elimination of part-time and temporary employee positions will be considered prior to laying off full-time regular status members, except to

the extent that the City Manager determines they are necessary for seasonal programs, grant funded positions, public safety, or otherwise fill a position deemed critical by the City Manager. The ending of a temporary assignment due to budget constraints is not considered a layoff.

2. Job Consideration: The importance of the position in relationship to the delivery of basic services provided by the City.
 3. Seniority: After employment status and job considerations has been considered, length of service, based on the hire date, will be used to determine the order of layoff and is at the City Manager's discretion. Seniority is determined by hire date with the city of Goodyear Police Department as a sworn police officer or police recruit whichever comes first.
- C. **Layoff Eligibility List**: The goal of the City is to reinstate all employees/members on the Layoff Eligibility List if possible while also providing current regular full-time employees the opportunity to compete for other opportunities within the City as vacancies occur.
- D. **Re-employment of Employee/Members on Layoff Eligibility List**: The goal of the City is to reinstate all employees on the Layoff Eligibility List if possible while also providing current regular full-time employees/members the opportunity to compete for other opportunities within the City as vacancies occur.

Each vacancy will be evaluated to determine if the position will be filled. While a Layoff Eligibility List is in existence, approved recruitments will not be filled in accordance with [Administrative Guideline #320](#), but will be filled as follows:

1. Laid off member can be re-employed up to eighteen (18) months based on hire date as described above.
 2. From eighteen (18) to twenty-four (24) months employees can be re-employed based on seniority points which will be awarded through an agreed upon labor-management interview process.
 3. External Recruitment: Recruitments will only be advertised externally if the approved vacancy is not filled through the internal process listed above.
- E. **Status of Re-employed Laid-off Employees**: If a laid off employee is rehired; the employee shall return to regular status in the pay grade of the new position. Employee starting rates of pay will be determined in accordance with [Goodyear Administrative Policy #200](#).

ARTICLE 6: Internal Investigations

- A. If any unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an attorney functioning within the attorney-client relationship or with an employee representative as defined in Police Department policies or Organization representative who may discuss the matter only with the Grievance Chair of the GYPOA or president of the appropriate union of

which the subject employee is a member. Who, in turn, may not share the information with any party that might compromise the integrity of the investigation.

ARTICLE 7: Hours of Work

- A. The daily work hours and weekly shift schedule of members will be determined by the Police Chief and will comprise of forty (40) hours within a seven (7) day work week. This will not be a guarantee of any minimum number of hours.
- B. Shift schedules will be mutually agreed upon with the Association and Management. Should the Department change schedules on an employee-wide basis, the Organization and the impacted members will be given thirty (30) calendar days written notice prior to taking such action and after the Department has demonstrated to the Organization the business related need. The Police Chief shall retain final authority on the determination of duty hours of members.
- C. All leave categories, with the exception of compensatory time leave, industrial leave appointments during off-duty time (if added to City Policy) and unpaid administrative leave shall be counted as hours worked for the purposes of calculating overtime.
- D. Management retains the right to manage scheduling and overtime. It is the expectation that when schedules are changed management and employee should work together to allow for time to be paid, taken as compensatory time or flexed.

Section 7-1. Meal Break/Rest Break

- A. Members receive one (1) thirty (30) minute meal break during their shifts.
- B. Members who work at least four (4) additional hours beyond their scheduled shift may receive an additional thirty (30) minute meal break.
- C. Members may have one (1) separate rest period of twenty (20) minutes, each four (4) hour period during the work day, which shall be counted as time worked.
- D. All meal breaks and rest periods are considered to be paid time; therefore, unit members are subject to recall during meal breaks and rest periods.

ARTICLE 8: Wages and Compensation

- A. **Effective Dates:** All wages and compensation increases will be effective the first pay period including July 1st. Respectively, June 25, 2023 and June 23, 2024.

Section 8-1. Market & Step Increases

- A. **FY2024, Year 1:** A market adjustment of twelve and one-half percent (12.5%) will be applied to the salary schedule. Eligible members, with the exception of members at the

maximum of their salary range, will receive their scheduled step increase ([See Appendix "A"](#) for detail.)

- B. **FY2025, Year 2:** A market adjustment of three percent (3%) will be applied to the salary schedule. Eligible members, with the exception of members at the maximum of their salary range, will receive their scheduled step increase ([See Appendix "A"](#) for detail.)
1. If the market adjustment for non-represented employees in FY2025 exceeds 3%, the market adjustment will be commensurate.

Section 8-2. Retention Pay

- A. **FY2024, Year 1:** Employees with eligible years of service as of July 1, 2023 will receive a one-time lump sum Retention Payment on July 28, 2023. Retention Payment is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes.

Years of Service (Completed by July 1, 2023)	Dollar Amount
3 years and under*	\$6,000.00
3 – 4 years	\$7,500.00
5+ years	\$10,000.00

**If a sworn member received a signing bonus within the last 3 years, the sworn member will not receive this Retention Payment.*

Section 8-3. Salary Structure & Promotional Increases

- A. To avoid salary compression, a minimum gap of five percent (5%) will be maintained between topped out Officers and Step 1 Sergeants. Specialty pays will be factored into the promotional increase.
- B. As of June 25, 2023, Step 1 of the Officer Pay Range will be removed from the pay scale. The pay scale will now begin with the second step.
- C. As of June 25, 2023, Step 1 and 2 will be removed from the Sergeant pay scale. The pay scale will now begin with the third step.

Section 8-4. Deferred Compensation

- A. Police Officers and Sergeants will receive a matching two percent (2%) city contribution to a qualifying 457(b) deferred compensation account. In order to receive the two percent (2%) matching City contribution, they must contribute a minimum of two percent (2%).

Section 8-5. Compensatory Time Cash-in

- A. Members can cash in their compensatory time at any time at their straight time rate. Cash in may be requested during the submission of bi-weekly timesheets and processed with the next regularly scheduled pay period.
- B. The maximum accrual for compensatory time is two hundred-forty (240) hours for Police Officers and Sergeants.
- C. Upon promotion or transfer to another department or moving from a non-exempt to an exempt position, the member must be paid out the entire balance of their compensatory time account at the current rate of pay prior to promotion or transfer.

Section 8-6. Holidays and Holiday Compensation

- A. Members will receive ten (10) hours per day for eleven (11) holidays and one (1) floating holiday.
- B. Members will be allowed to use the floating holiday in increments of quarter ($\frac{1}{4}$) hours. Floating holidays may not be carried forward to be used in the following year.
- C. Members who are scheduled to work a City holiday (actual Holiday on the calendar, not the day observed by the City, if different) will receive one and one half ($1\frac{1}{2}$) times their regular rate of pay for actual hours worked in addition to holiday pay.
- D. Members who are scheduled to work a City holiday (actual Holiday and identified as a Premium Holiday – Thanksgiving Day and Christmas Day) will receive two (2) times their regular rate of pay for actual hours worked in addition to holiday pay.
- E. Holiday hours to be added to the members base rate of pay and shall be included in the calculation of the overtime rate.

Section 8-7. Assignment Pay

- A. Assignment Pay maximum is \$5.00 to include PD Responder Pay of \$1.00 with a maximum of two (2) Specialty Pays.

ASSIGNMENT PAY	AMOUNT
Responder Pay (1 max)	\$1.00 per hour
*Specialty Pay (2 max)	\$2.00 per hour
Training Pay	\$50.00 per day

**Specialty Pay categories will be defined in the Police Department Policy*

Section 8-8. Longevity Pay

- A. The completed years of service will be measured as of December 1st. Longevity pay is considered an element of base pay in regards to the FLSA, any overtime implications

will be calculated using hours worked beginning on November 1 and ending on October 31.

Years of Service (Completed by Dec. 1)	Dollar Amount
6 – 7 years	\$750.00
8 – 9 years	\$900.00
10 – 12 years	\$1,250.00
13 – 14 years	\$1,500.00
15 – 17 years	\$1,750.00
18 – 19 years	\$2,000.00
20+ years	\$2,400.00

- B. A member MUST be actively employed at the time longevity checks are issued to be eligible. Payment of longevity pay is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes.

Section 8-9. Shift Differential

- A. Shift differential shall be paid to eligible members for scheduled hours actually worked on an assigned second or third shift of eight (8) hours or more. Shift differential is added to the members base rate of pay and shall be included in the calculation of the overtime rate as required by the FLSA. Shift differential will be paid as follows:

Shift	Differential Amount
1 st Shift	N/A
2 nd Shift	\$0.50
3 rd Shift	\$0.75
4 th Shift	\$1.00

- B. Pay will be adjusted for a member only after a member has worked a minimum of four (4) consecutive days on the same shift (whether first, second, third or fourth shift) during a pay period.
- C. This does not preclude or interrupt management's right to adjust schedules or shifts to meet the needs of the Police Department operations.

Section 8-10. Patrol Shift Coverage

- A. Patrol Shift Coverage is unscheduled time worked where a member is covering a patrol squad.
- B. Patrol Shift Coverage will be paid at one and three-quarters (1.75) times the base rate of pay for hours worked.

Section 8-11. Uniform Allowance

- A. Sworn Police members will be paid a uniform allowance of \$625 four (4) times a year.

ARTICLE 9: Benefits

Section 9-1. Funeral Benefit

- A. In the event that an employee is killed in the line of duty, or dies from injuries sustained in the line of duty, the City will pay or reimburse up to fifteen thousand dollars (\$15,000) toward funeral related expenses to the designated agent or service provider. Expenses above the allotted \$15,000, may be approved by City Manager.

Section 9-2. Vacation Cash-In

- A. Employees shall be allowed to cash in up to forty (40) hours of accrued vacation leave, one (1) time a year as determined by the City, as long as they maintain a vacation balance of eighty (80) hours after the vacation leave is paid out and have taken at least forty (40) hours of vacation leave prior to the cash in date. Payment of vacation cash-in is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes.

Section 9-3. Vacation Accrual

- A. For employees entitled to vacation leave, accruals begin on the first day of employment. No employee shall take vacation leave in excess of the amount accrued. Full-time employees accrue vacation leave on a per pay period basis based on years of service as noted below.

Accrual Rate	
Years of Service	40-hr EE Vacation Accrual Rate
0 < 5	4.40
5 < 10	5.30
10 < 15	6.15
15 < 21	7.06
21+	7.36

Section 9-4. DROP Alternative Contribution

- A. Members that are Tier 1 members of the Public Safety Personnel Retirement System (PSPRS), who enter the Deferred Retirement Option Plan (DROP), will be eligible for

an additional benefit. Upon the members acceptance by the local board and PSPRS to the DROP program, the City will contribute seven and one-half percent (7.5%) per pay period to the member's 457 account not exceed the statutory limits of the plan set forth each year by the IRS. Contributions made as required by this MOU are subject to the normal distribution requirements of the plan. The contributions made into the plan are contributed tax deferred until distribution of the funds occurs. Upon distribution the funds become taxable to the member. If for any reason a member terminates participation in DROP, this benefit shall cease.

ARTICLE 10: Term of Memorandum

- A. This Memorandum shall remain in full force and effect beginning July 1, 2023 through June 30, 2025.

IN WITNESS WHEREOF, the parties have set their hand this _____ day of _____ 2023.

CITY OF GOODYEAR

By:

Wynette Reed, City Manager

Roric Massey, City Attorney

Vicki Lackey, Deputy Human Resources
Deputy Director
Lead Negotiator

Andy Granger, Deputy City Manager
Negotiation Team Member

David Farrow, Deputy Police Chief
Negotiation Team Member

Shealyn Becker, HR Business Partner II
Negotiation Team Member

Kristin Zipprich, HR Analyst
Negotiation Team Member

ATTEST:

Darcie McCracken, City Clerk

GOODYEAR POLICE OFFICERS
ASSOCIATION (GYPOA)

By:

Marcus Patterson, President
Lead Negotiator

Caroline Petrie
Representative

Ben Armstead
Representative

Frank Grijalva
Representative

APPENDIX A

Wage Tables

Grade and Step Table - Effective July 2023									
Sworn Police					Steps				
Position	Grade	1	2	3	4	5	6	7	Grade
Police Officer*	752	68,745.69	72,182.92	75,792.13	79,581.76	83,560.93	87,739.00	92,126.03	752
		33.0508	34.7033	36.4385	38.2605	40.1735	42.1822	44.2914	
Police Sergeant	754	104,542.31	109,769.40	115,257.87	121,020.82				754
		50.2607	52.7738	55.4124	58.1831				
- Police Officer - Remove Step 1 (Total of 7 Steps)									
- Police Sergeant - Remove Step 1-2 (Total of 4 Steps)									
- 12.5% Increase to each step									
Grade and Step Table - Effective July 2024									
Sworn Police					Steps				
Position	Grade	1	2	3	4	5	6	7	Grade
Police Officer*	752	70,808.06	74,348.40	78,065.90	81,969.21	86,067.76	90,371.17	94,889.82	752
		34.0423	35.7444	37.5317	39.4083	41.3787	43.4477	45.6201	
Police Sergeant	754	107,678.58	113,062.48	118,715.61	124,651.45				754
		51.7685	54.3570	57.0748	59.9286				
- 3% Increase to each step									