



MEMORANDUM OF UNDERSTANDING

July 1, 2025 – June 30, 2027

between

CITY OF MARICOPA

AND

**CITY OF MARICOPA FRATERNAL ORDER OF POLICE
LODGE # 78**

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PREAMBLE

Whereas the well-being and morale of the employees of the City are benefited by providing an opportunity to participate in the formulation of policies and practices affecting the wages, hours, benefits and other conditions of their employment; and

Whereas the parties hereby acknowledge that the provisions of this Memorandum of Understanding (hereinafter “Memorandum” or “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; and

Whereas the parties, through their designated representatives, met and conferred in good faith pursuant to the Meet and Confer Ordinance in order to reach agreement concerning wages, hours, benefits and other conditions of employment in the bargaining unit;

Now, therefore, the City of Maricopa, hereinafter referred to as the “City” and the City of Maricopa Fraternal Order of Police Lodge # 78, hereinafter referred to as COM FOP 78” having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit the Memorandum to the Mayor and the City Council of the City of Maricopa with their joint recommendation that the body resolve to adopt its terms.

DEFINITIONS

The following words, terms, and phrases, when used in this Memorandum, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- **Base Pay:** The member’s current hourly rate based on the agreed upon pay step plan listed in this Memorandum of Understanding.

- **COM or City:** City of Maricopa
- **Detective:** A specialty assignment designated by the Chief of Police to investigate crimes. This position is a non-uniformed position and carries a designator Detective with the position. Task Force positions are considered a Detective per this agreement.
- **FOP:** Fraternal Order of Police.
- **Lateral Police Officer:** An employee who had prior employment as a Peace Officer in Arizona or another state agency in the United States. Lateral Police Officer must meet the requirements set forth in Arizona Administrative Code R13-4-104.
- **Member:** A member of FOP Lodge #78
- **MOU:** Memorandum of Understanding.
- **Overtime Pay:** Wages paid for hours worked over 40 hours.
- **Regular Rate of Pay:** Includes all remuneration for employment except; taxable benefits (i.e. Copper Sky membership); expense reimbursements (i.e. tuition); and allowances (i.e. cell phone).
- **Special Weapons and Tactics:** Will be referred in this memorandum of understanding as SWAT. Members who are assigned to a city designated SWAT Team as an Operator and/or a Negotiator. Supervision and Management levels within the team are also included.
- **SRO:** School Resource Officer.
- **Traffic Officer:** Officers who are designated as a traffic unit. They are not specific to roles where a member rides a marked police motorcycle.

ARTICLE 1: RIGHTS

Section 1 – 1: Purpose / Gender

It is the purpose of this Memorandum to continue and maintain harmonious relations, cooperation, and understanding between the City and its employees; and to set forth the full and entire understanding of the parties reached as a result of a good faith meeting and conferring regarding wages, hours, benefits, terms and other conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to the Mayor and City Council. Whenever any words used herein are in the masculine, feminine, or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply.

Section 1 – 2: City and Management Rights

The City and the City Manager's rights are not subjugated or diminished in any way by any expressed or implied duty or obligation to meet and confer. Retained management rights are not subject to the grievance procedure contained in any memorandum of understanding, nor are they subject to any other appeal or complaint process.

- A. Subject to the terms of this Memorandum, the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and workforce performing those services. The authority of the City shall not be modified or limited by inference or implication.
- B. Subject to the terms of this Memorandum, the exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government, the purpose of each of its departments, and the purpose and mission of its constituent agencies, boards and commissions, to set 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 for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods and or services shall be made, 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 and revise work schedules and work locations; to establish, revise and implement standards for hiring and promoting employees; to determine the need for additional positions and the qualifications of new 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; 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 and to determine whatever action to be necessary and appropriate. The City also has the right to take all necessary actions to maintain uninterrupted service to the community.
- C. The City retains all rights not specifically limited by a memorandum of understanding approved in accordance with the provisions of the Meet and Confer Ordinance.

- D. The enumeration of the above rights is illustrative only and is not to be construed as being all-inclusive.

Section 1 – 3: Association and Member Rights

- A. The City of Maricopa Fraternal Order of Police Lodge #78 has the exclusive right to serve as the meet and confer representative of all employees in the Maricopa Police Department as described in the City of Maricopa Meet and Confer Ordinance. Employees in the group shall hereinafter be referred to as Members.

B. Facilities and Services

- 1) COM FOP 78 may distribute material on Police Department premises (buildings and grounds) before and after the scheduled working hours of the person distributing and the employee receiving such material or in a non-work area during scheduled work hours provided that both the person distributing and the employee receiving such material are on their own time.
- 2) The City shall provide COM FOP 78 with space per station location with agreed upon space and location, for its use in communicating with its Members. The City shall grant sole and exclusive use to COM FOP 78.
- 3) The space shall be used only for the following notices: recreational and social affairs of COM FOP 78; COM FOP 78 meetings; COM FOP 78 elections; Reports of the Executive Board or committees; rulings or policies of the state or national organizations; and legislative enactments and judicial decisions affecting public sector labor relations. Any notices shall not contain anything political; anything reflecting adversely on the City, any of its employees; or anything that is disruptive to the City's operations. The City may order the removal of any posted notice on the basis that it violates the requirements herein. COM FOP 78 may dispute the order of removal by filing a grievance. Posted material will be signed by an Executive Board Member of COM FOP 78.
- 4) COM FOP 78 is authorized to use areas in Police Department facilities, as approved by the Chief of Police for pick-up by or distribution to Members of the official COM FOP 78 literature that is not political in nature, abusive of any person or organization.

C. Recognition

- 1) The City recognizes COM FOP 78 as the sole and exclusive Meet and Confer agent, pursuant to the Meet and Confer Ordinance for the purpose of the representation regarding wages, hours, benefits and other conditions of employment for all Members as defined in

the Meet and Confer Ordinance. Members shall have no rights beyond those specified in the Meet and Confer Ordinance and this Memorandum.

- 2) COM FOP 78 at their own expense may employ the services of an FOP Labor Specialist to assist them in negotiations with the City.

D. Solicitations and Distributions

- 1) The solicitation of Members, dues and other internal COM FOP 78 business shall be conducted only as authorized by this Memorandum and shall not interfere with the work process. The use of working areas or use of City equipment and information systems, for the solicitation of Members, dues, and distribution of other COM FOP 78 business shall be prohibited unless allowed by a specific section of the Memorandum.

E. A Member of the Executive Board, will with the approval of the Chief of Police or his/her designee, subject to seventy-two (72) hours written notice in advance, be authorized to engage in Executive Board Member related activities during City work hours on a non-paid basis. Approval for use of unpaid time hereunder shall be subject to Department operational and scheduling factors and administration control as to the usage of such time, but shall not be unreasonably withheld. There shall be no use of official paid time for COM FOP 78 related activities under this paragraph.

F. COM FOP 78 Executive Board will be provided the names and contact information of newly eligible employees to possibly sign new employees into COM FOP 78 and to explain the rights and benefits under the MOU. The content of such information shall not be political in nature, abusive of any person or the Department or disruptive of the Department's operation.

G. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the Member's work shift in pursuit of benefits provided by this Article.

H. In the event that the City alleges that the negotiating team or a Member alleges that the City has violated a provision of the Meet and Confer Ordinance, a claim through the Procedure for Alleged Breach of MOU in Article 2 of this Memorandum must be submitted.

I. FOP Lodge #78 Officer Council shall not use City Logos, of any style, on signs, flyers or any other materials for distribution or posting unless approved by City Manager or their designee.

Section 1 – 4: Member Rights

A. Members have the right to a representative during the grievance and the disciplinary process. The disciplinary process does not apply to a conversation with an employee during the normal course

of work, counseling, instruction, informal verbal admonishment or other routine or unplanned contact with a supervisor.

- B. If a Member requests, representation will be allowed when the Member is the subject of an administrative investigation by the Internal Affairs Section, any Police Department supervisor or any other Departmental or City grievance or appeal process or any time a Member is questioned by a supervisor or management official and the Member believes disciplinary, or punitive action may result. The representative will make every reasonable attempt to arrive within one (1) hour from the time the Member makes a phone call to the representative. The representative will attend the above interview only as an observer. If needed the employee being interviewed may privately confer with their representative. Upon returning to the interview the employee will be allowed to ask clarifying and/or pertinent questions of the investigator. A Member identified only as a witness will, upon request, be given the opportunity to consult with a representative to discuss their rights and obligations prior to the interview. However, if the employee believes disciplinary action may result from the interview, the witness will be provided with a Representative upon request. It is the Member's responsibility to provide the appointment time to their representative so the representative may be present during the interview.
- C. The interview session shall be for a reasonable period of time, taking into consideration the gravity and complexity of the misconduct being investigated.
- D. A Member under investigation may request in writing every thirty (30) days as to the current status of the investigation. The City or Department will respond in writing within five (5) business days. This will include a brief description of the number of known witnesses still to be interviewed and other investigative processes remaining to be completed, as well as an estimated date of completion.
- E. A Member has the right to present his/her own grievance in person and has the right to be represented. No grievance shall be adjusted in a manner that is contrary to the terms and conditions of this MOU.
- F. A Representative's time shall not count as time worked.
- G. All Members shall have the right to join or not to join the COM FOP 78 as they individually prefer. Employees have the right to participate on behalf of or engage in activities on behalf of COM FOP 78 and have the right to refrain from such activity. Employees shall be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against COM FOP 78. Violations may result in disciplinary action.

- H. COM FOP 78 must equally and fairly represent all Members. COM FOP 78 shall not deny membership based on race, creed, color, sex, disability, national origin, ancestry, religion, age or genetic testing.

Section 1 – 5: Prohibition of Strike and Lockouts

- A. COM FOP 78 and Members covered by this Memorandum recognize and agree that rendering of services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety, and welfare of the citizens of the City of Maricopa.
- B. COM FOP 78 pledges not to impair municipal services as directed by the City. COM FOP 78 will not for any reason, authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum, neither the City nor its agents for any reason shall authorize, institute, aid or promote a lockout of Members covered by this Memorandum.
- C. Should any Member during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section 1-5(B) set forth above, the City Manager or his designee shall immediately notify COM FOP 78 that a prohibited action is in progress.
- D. COM FOP 78 shall forthwith, through its Executive Board and other authorized representatives, disavow said strike or other prohibited action, and shall notify in writing all Members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification shall be delivered to the office of the City Manager. In addition, COM FOP 78 shall advise all Members violating this Article to immediately return to work and cease the strike or other prohibited activity. Such advice shall be delivered both orally and in writing to all Members violating this Article with copies of the written notice to be delivered to the office of the City Manager.
- E. Penalties or sanctions the City may assess against a Member who violates this Section shall include, but not be limited to:
- 1) Discipline up to and including discharge.
 - 2) Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.

- F. Should COM FOP 78 during the term of this Memorandum and until such time that it is expressly and legally rescinded, breach its obligations under this Section, it is agreed that all penalties set forth in the City Code, shall be imposed on COM FOP 78, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.
- G. Nothing contained herein shall preclude the City from obtaining judicial restraint or from seeking damages from COM FOP 78, in the event of a violation of this Section.

ARTICLE 2: PROCEDURE FOR ALLEGED BREACH OF MOU

Section 2 – 1: _____ Member’s Procedure for Alleged Breach of MOU

If either a designated Employee Organization or Employee claims that this Memorandum has been breached, the Parties alleging the breach shall:

- A. First, with the objective of resolving the alleged breach, discuss their concerns or complaints with the Chief of Police or his designee outside of the designated employee group prior to filing a grievance. If the alleged breach is not resolved within ten (10) business days, a written allegation of the alleged breach may be filed with the Human Resources Department. To be considered, the alleged breach must be timely submitted and contain, at a minimum, the specific contractual provision(s) of this Memorandum that is/are alleged to have been violated with facts constituting the alleged violations(s) and the relief sought.
- B. Human Resources shall schedule a meeting in an attempt to resolve the alleged breach no later than five (5) business days following receipt of the written alleged breach. Human Resources will have ten (10) additional business days to render a decision.
- C. If the response of Human Resources does not result in resolution of the issue, the alleged breach may be submitted to a Review Committee within five (5) business days of the response. For the purpose of this agreement the definition of a business day is to be aligned with the City Hall working schedule and calendar. The Review Committee shall be composed of:

Chairman – A member designated by the City Manager.

Secretary – Chief Human Resources Officer or designee.

Member – COM FOP 78 President or their designee.

- 1) The Committee shall schedule a hearing regarding the alleged breach at which the parties shall be afforded the opportunity to fully present their positions and to be represented. Each party shall be entitled to bring documents and/or witness (es), at the expense of the party bringing the witness (es), to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine the witness (es) brought by the other party.

- 2) If COM FOP 78 so elects, in writing, within the above time limit, in lieu of such hearing the alleged breach may be reviewed by an arbitrator. The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties shall, within five (5) business days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:
- i. The arbitrator shall be bound by the language of the Memorandum and Departmental rules and regulations consistent therewith in considering any issue properly before him.
 - ii. The arbitrator shall expressly confine himself to the precise issue submitted to him and shall have no authority to consider any other issue not so submitted to him.
 - iii. The arbitrator shall be bound by applicable State and City laws.
 - iv. The Review Committee or the arbitrator shall submit findings and advisory recommendations to COM FOP 78 and to the City Manager. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.
- D. The City Manager shall, within ten (10) business days of the receipt of the written findings and recommendations, make the final determination of the alleged breach and submit it in writing to COM FOP 78.
- E. Failure of City Management representatives to comply with time limits specified in this Section shall entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits shall constitute abandonment of the grievance; except however, that the parties may extend time limits by mutual written agreement in advance.
- F. COM FOP 78 may, in its own name, file a grievance that alleges a violation by the City of the rights accorded to COM FOP 78 by the specific terms of Article 1 – 3 of the Memorandum. All other grievances must be filed and signed by a Member, subject to the provisions of this Article.
- G. Employer grievances, should they occur as a result of official COM FOP 78 activities or actions, including the failure to act as required under this Memorandum, will be presented directly to COM FOP 78 President within fifteen (15) business days of the occurrence prompting the grievance.

The President shall in each case provide a written answer within five (5) business days from receipt of the grievance.

Section 2 – 2: Personnel Grievance Procedure

The City will maintain its current personnel grievance procedure for Members during the term of this Memorandum notwithstanding changes required by federal, state or case law changes that are universal in their impact within the public sector.

ARTICLE 3: COMPENSATION AND WAGES

Section 3 – 1: Wages

- A. Salary Step Merit Increases will be awarded in the first full paycheck of the new fiscal year.
- B. An anniversary date shall not change for an internal lateral transfer or special assignment. An internal lateral transfer is defined as a transfer within the department with no increase in pay.
- C. Members will follow the step plans in the following appendix:
 - 1.) Appendix A – Member’s Base Pay
- D. The City will do a market study in October to November of (FY 26/27) with results published by December 15. The survey will include salary, benefits and cost of living. City staff will conduct the survey comparing like positions in the following cities: Apache Junction, Avondale, Buckeye, Casa Grande, Goodyear, Marana, and Queen Creek.
- E. A Lateral Police Officer shall follow the agreed upon pay scale (Appendix A – Member’s Base Pay) Lateral Police Officers shall start at the step appropriate to their certified years of service and shall not be placed higher than step five (5).
 - 1.) Upon completion of the Field Training Program and designated as a solo officer, a Lateral Officer will be placed on the appropriate step pay plan if the lateral officer’s certified years of service exceeds five (5) years of Sworn Status.
 - 2.) In extreme circumstances, for staffing needs, the City Manager can approve an exception.

Section 3 – 2: Compensatory Time Cash Out

- A. Members hired after July 1, 2020, who have a compensatory balance of 100 hours or more, at the beginning of the calendar year will automatically be paid out for the additional time in the first full pay check of the new year.
- B. Members hired prior to July 1, 2020 will be capped accruing compensatory time at 480 hours.

- a. Members who have a compensatory balance of 100 hours or more, may submit a request to cash compensatory time on or before November 1 of each calendar year.
- b. Compensatory time will be paid on the first full paycheck of November.

Section 3 – 3: Travel Time in City Vehicle

- A. Members who are directed or approved to conduct law enforcement business on behalf of the City of Maricopa may use a City vehicle on paid City time under the following conditions:
 - 1) The purpose of the travel has been approved by the Member's supervisor.
 - 2) Compensation for the travel time begins from the time the Member reports to the duty station to pick up a City vehicle.
 - 3) If the Member engages in travel or activities that are outside the scope of authorized City business, they could be held personally liable in the event of a vehicle accident.

Section 3 – 4: Court Pay

- A. When the following conditions are met, the Member will be paid a minimum of 3 hours at 1 ½ times their regular rate of pay:
 - 1) Members have verified with their supervisor that they are required to appear in court to testify concerning official duties at a time outside of his regularly scheduled shift.
 - 2) Members have verified with their supervisor that they are compelled to meet with a prosecutor or defense attorney outside of their regularly scheduled shift in person or via telephone or video.
 - 3) Members have been provided less than a 12-hours advance notification that they need not appear for a previously scheduled court appearance, prosecutor interview, or defense attorney interview.
- B. Interviews as described in Section 3-5 (A), that require less than fifteen (15) minutes of the Member's time will be considered de minimis and will not be eligible for the 3-hour minimum overtime compensation.

Section 3 - 5: Bi-Lingual Pay

- A. Certified Bi-Lingual members will receive \$0.55 per hour towards their regular rate of pay.
 - 1.) Bi-Lingual languages deemed appropriate for our community are Spanish and American Sign Language.
 - 2.) The Chief of Police can deem if any other language is needed in our community.

- 3.) Certified members have passed a department recognized testing process.

Section 3 - 6: Deferred Compensation

- A. Effective July 1, 2025, the City shall match an employee's deferred compensation contribution up to two percent 2% of the employee's bi-weekly regular rate of pay per pay period after completing their initial probation period of employment.

Section 3 - 7: Special Assignment Pay

- A. Special Assignments are as listed:
 - 1.) School Resource Officer (SRO)
 - 2.) Traffic Officer
 - 3.) K-9 Officer (*those who have been assigned as a K-9 unit in charge of caring of a police K-9*)
 - 4.) SWAT
 - 5.) Detective
 - 6.) Field Training Officer (FTO)
- B. If a member is placed in a specialty assignment by the Chief of Police and/or their designee, the member will receive an additional 5% added to their regular rate of pay. The Chief of Police will deem how many specialty assignments are necessary for operations.
- C. Multiple specialty assignments do not qualify for additional compensation.
- D. Members who leave or are removed from a specialty assignment, will lose the additional 5% pay.

Section 3 - 8: Call Out Pay

- A. If the member called out is within four (4) hours of their regular scheduled shift, compensation hours start from the beginning of the call to the regular scheduled duty time. after leaving City facilities, at a time other than their regularly scheduled assigned shift, they will receive a minimum four (4) hours pay at one and a half (1 ½) their regular rate of pay calculated to the nearest quarter hour except the officer will not be eligible for additional compensations during the four (4)-hour period.
- B. Time begins when the employee is notified and continues to 30 minutes beyond the completion of duties.
- C. If within four (4) hours of regular shift, compensate from beginning of overtime to report for duty time.

- D. Employees called back because of their own negligence will be paid in accordance with the overtime section of this MOU, but will not be eligible for the four (4) hour guarantee minimum. A disputed claim of negligence may become subject to the grievance procedure.
- E. If a member receives a phone call, text message or request to work from home, this time will be reported as time worked and does not qualify under the guarantee minimum four (4) hours as stated in the overtime section of this MOU.
- 1) If a Member is Called Out to work on the listed holidays, they will be compensated at two (2) times the regular rate of pay.
 - 2) Holidays qualifying include, New Years Day, Thanksgiving, Friday after Thanksgiving, and Christmas Day.

Section 3 - 9: Overtime

- A. A member who is assigned to be on duty, beyond their scheduled shift, shall be compensated for such assigned work at one and one-half (1 ½) times their regular rate of pay.
- B. Sick, Vacation Leave, Floating Holidays, and Compensatory Time shall be considered as hours worked for credit towards overtime calculation.

ARTICLE 4: BENEFITS

Section 4 – 1: Change of Regular Schedule

- A. At times, the department may have operational needs that necessitate a change in current work schedules.
- 1) The department will give an officer a minimum seven (7) day advance written notice when regular days off will be changed.
 - 2) If no operational need exists, and the seven (7) day written notice is not given, then the change of regular days off or work hours will be rescheduled to allow for the seven (7) day notice.
- B. This policy does not apply to specialty assignments where the intent of the Department to change a member's schedule with less than seven (7) days written notice has been previously articulated in writing to the member as a condition of employment within that specialty unit.

Section 4 – 2: Holidays

- A. Members will receive holiday pay for the following holidays:

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday After Thanksgiving

Christmas Day

- B. Members will receive eight (8), ten (10) or twelve (12) hours of holiday pay as determined by the member's regular work schedule. Holiday pay is paid at the Member's base pay.
- C. Members shall not have to use vacation, sick, or compensation time when a paid holiday is able to be observed by the member. The holiday will be observed to match the member's regular schedule of either eight (8), ten (10), or twelve (12) hours.
- D. In addition to the holiday pay mentioned in subsection A, Members who work on Thanksgiving, Friday after Thanksgiving, Christmas Day, or New Year's Day will receive time and a half for all hours worked that day.
 - 1) Graveyard shifts who start their shift on these holidays will receive the entire shift paid as time and one half (1½).

Section 4 – 3: Floating Holidays

- A. Members will receive three (3) floating holidays at the beginning of each fiscal year, to be used within the fiscal year and in accordance with City leave policies. Newly hired Members will receive these three (3) floating holidays at the beginning of the fiscal year following their hire date.
- B. Members may use their floating holiday hours towards their vacation usage requirements in accordance with the City Vacation Policy.

Section 4 – 4: Sick Leave

Members will follow City of Maricopa Vacation, Sick Time and Leave Policy.

Section 4 – 5: Off Duty Employment

This provision applies to work with non-city contractors only.

- A. Officers who are eligible for Off Duty Employment in accordance with Maricopa Police General order may do so in accordance with that General Order.
- B. Officers may use personal safety equipment, supplied by the department, in the course of those duties. If the City owned equipment is damaged, lost or stolen, the officer is liable for repair and/or replacement.
- C. Department vehicles may be used within the City limits only and in accordance with Maricopa Police Department General Orders.
- D. The rate assessed for an Officer will be at the overtime rate for a topped-out officer.
- E. Effective July 1, 2015, the following minimum fee schedule will be in effect:

<i>Hours</i>	<i>Minimum Hours Charged</i>
0 - 3	3
4 - 6	6
7 - 8	8
9 - 10	10

- F. Overtime jobs will not be scheduled to last more than 10 hours.
- G. Jobs must be canceled with no less than 24-hours' notice.
- H. The contractor will be assessed a three (3) hour minimum fee for jobs that are canceled with less than 24-hours' notice.
- I. Jobs that require four (4) or more Officers will also require staffing of a Maricopa Sworn Supervisor.
- J. Members cannot work for a non-City contractor if the total hours they work in a day will be more than 16 hours. Members working for a non-City contractor must also have a minimum of eight (8) hours between shifts.

Section 4 – 6: Uniform, Clothing, and Equipment

- A. Regular members and members assigned to specialty units will receive a uniform allowance annually based on the chart below.

Fiscal Year	Uniform Allowance	Specialty Allowance
FY 2025 – 2026	\$1,700.00	\$420.00

FY 2026 – 2027	\$1,800.00	\$450.00
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- 1) Uniform allowance will be paid in the first full pay period of the new fiscal year.
- B. If a member is assigned to a specialty unit (Detective, Traffic, SWAT and K9), the member will receive an additional uniform allowance designated, specialty allowance. These members must be permanently assigned to the specialty assignment by the Chief of Police or their designee and not temporarily placed.
- C. This allowance shall not be used for new or replacement ballistic vests which will be provided by the Department.
 - 1) Members are allowed to upgrade from the selected vest by the department at their own cost.
 - 2) Members who choose to upgrade and leave their employment with COM, will forfeit the additional cost spent on the upgraded vest.
- D. When a member leaves employment with COM, the Member will retain all items purchased by the member. Members whose employment is terminated based on discipline or resign in lieu of termination, shall return all items purchased with department insignia (Patches, Badge, etc.) and any other items identifying such person as being a sworn peace officer.
- E. Lateral Officers are required to purchase all necessary items not provided by the Department.
 - 1) Lateral Officers hired between July 1st and December 31st, will receive the full uniform allowance.
 - 2) Lateral Officers hired between January 1st and June 30th, will receive half of the uniform allowance allotted to all Members.

Section 4 – 7: Military Leave

- A. Members are granted military leave for annual training for a period not to exceed thirty (30) days in any two (2) consecutive calendar years.
- B. A Member who requests absence with pay on military leave pursuant to A.R.S. 26-168, 26-171 or 38-610 shall submit a copy of the orders for duty with the request for military leave. The amount received from the armed services for active duty will be retained by the employee.
- C. Members returning from extended military service will be reinstated pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Military leave shall result in no loss of seniority, pay, vacation or other employment rights. Military leave in excess of thirty (30) workdays is charged to accrued vacation, compensatory time, by employee choice, or general leave without pay.

ARTICLE 5 - MISCELLANEOUS

Section 5 – 1: Saving Clause

- A. If any Article or Section of this Memorandum should be held invalid by operation of law or by 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 Memorandum shall not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them, shall meet and confer and endeavor to agree on a substitution provision or that such a substitute provision is not included.
- B. It is recognized by the parties that this MOU shall be administered in compliance with appropriate provisions of the Fair Labor Standards Act as may be amended, consistent with the provisions of this MOU and current overtime policies of the City of Maricopa.

Section 5 – 2: Copies of Memorandum

- A. Within sixty (60) days of the date that this Memorandum is adopted by the City Council, every Member, supervisor and management personnel shall receive an electronic copy of the adopted Memorandum.

Section 5 – 3: Seniority

- A. Upon approval of the Agreement, the City shall provide the Association with a list of Members indicating each Police Department Member's hire date and date of certification in the State of Arizona as a law enforcement officer as defined in ARS 38-1101 (P)(4)(a). Any discrepancies found with the submitted list will be addressed with the Chief of Police and/or their designee.
- B. Seniority shall be identified in the following manner:
 - 1) Sworn date with COM.
 - i. Out-of-state laterals who challenge the AZPOST certification test and pass will have their sworn date with COM on the day they completed such exam.
 - 2) If members have the same sworn date with COM, prior sworn service will be utilized to determine seniority.
 - i. Exact sworn dates may be necessary to determine seniority.
 - 3) If members have the same sworn date with no prior sworn service, (academy graduates), seniority will be determined based on overall ranking from the academy.
- C. Classifications for the purpose of this section are:

- 1) Officer – Certified Law Enforcement employee, and
 - 2) Sergeant – Certified Law Enforcement employee.
- D. Seniority shall be used for all shift bids and vacation schedules.
- 1) Members have the ability to fill vacancies on other squads prior to the placement of newly graduated OITs from the FTO program and any movement from specialty assignments. These vacancies will be filled based on seniority.
 - 2) Shift Bid:
 - i. Two (2) FOP representatives may be present during the shift bid process to ensure the set procedures are followed.
 - ii. All available officer positions on a shift will be available to the members to bid.
 - iii. This language does not prohibit the Chief from making personnel schedule changes based on operational needs of the department.
- E. Lateral entries shall have seniority based on Article 5-3(B).
- F. If a member is demoted and returns to the rank of Officer from Sergeant, the member will be replaced on the list where the member would have been prior to being promoted.
- 1) Loss of Seniority for a demotion is not allowed.

Section 5 – 4: Limited Duty Status

- A. Member, who is injured on the job, will follow the City's Return to Work / Modified Duty Policy.

Section 5 – 5: Term and Effect of Memorandum

- A. The Memorandum shall remain in full force and effect from July 1, 2025, through June 30, 2027; and thereafter shall continue in effect year-by-year unless one (1) of the parties notifies the other in writing no later than November 1 each year of its request(s) to modify or terminate it. In the event this MOU expires during the meet and confer process for a successor agreement, all the terms and conditions of this MOU shall remain in full force and effect and no unilateral changes to this MOU or any of its terms and conditions may be made.
- B. If a request is made to modify the agreement all proposals must be submitted electronically in a Word document that shows redlines for requested changes to the current agreement and is page numbered.
- C. If the City Council of the City of Maricopa declares a fiscal emergency, then the parties hereto are required to meet and confer consistent with the scope of said declaration.

- D. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.
- E. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. COM FOP 78 having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.
- F. This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions.
- G. The City's rules and regulations, administrative directives, departmental rules and regulations, and workplace practices shall govern employee relations unless there is a specific conflict with a memorandum of understanding approved by the City Council pursuant to the Meet and Confer Ordinance. Where a specific conflict exists, the memorandum of understanding shall govern. A memorandum of understanding cannot contradict the Meet and Confer Ordinance.
- H. Notwithstanding Section (C) and (D) set forth above, the City manager and the designated representative of COM FOP 78 any alter the terms of this memorandum by executing a mutual letter of agreement. Any such letter of agreement shall not include any alterations that increase the fiscal impact of this memorandum to the City or decrease the benefits provided to the members of COM FOP 78. Upon execution, any letter of agreement must be provided to the City Council and the members of COM FOP 78.
- I. If any section or provision of this Memorandum violates existing Federal, State, or City law, then such law shall supersede such provisions or section.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this _____ day of _____, 2025.

City of Maricopa

COM FOP 78 Representative

By: _____
Mayor

By: _____
Colt Homan, F.O.P.
Lodge #78

Attest: _____
City Clerk

Approved to form:

(SEAL)

City Attorney

ATTEST: _____

APPENDIX A – Member's Base Pay

Police Officer				
	Year 1		Year 2	
Step	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	\$32.86	\$68,349.78	\$34.17	\$71,083.77
2	\$34.50	\$71,767.27	\$35.88	\$74,637.96
3	\$36.23	\$75,355.63	\$37.68	\$78,369.85
4	\$38.04	\$79,123.41	\$39.56	\$82,288.35

5	\$39.94	\$83,079.58	\$41.54	\$86,402.76
6	\$41.94	\$87,233.56	\$43.62	\$90,722.90
7	\$44.04	\$91,595.24	\$45.80	\$95,259.05
8	\$46.24	\$96,175.00	\$48.09	\$100,022.00

Police Sergeant				
	Year 1		Year 2	
Step	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	\$50.86	\$105,792.40	\$52.90	\$110,024.20
2	\$52.90	\$110,024.20	\$55.01	\$114,425.17
3	\$55.01	\$114,425.20	\$57.21	\$119,002.21
4	\$57.21	\$119,002.20	\$59.50	\$123,762.29
5	\$59.50	\$123,762.30	\$61.88	\$128,712.79