

# **MEMORANDUM OF UNDERSTANDING**

between the City of Mesa  
and the Mesa Police Association

## **Foreword**

This Memorandum of Understanding (“MOU”) is made and entered into between the City of Mesa (“City”) and the Mesa Police Association (“MPA”). For purposes of this MOU only, the MPA is the designated Employee Organization for the Mesa Police Department, representing sworn police employees up to and including the rank of sergeant.

## **Preamble**

Pursuant to Article II, Section 205(D) of the Mesa City Charter, this MOU sets forth the agreements reached between the City and the MPA with respect to wages, compensation, hours, non-health related benefits, and working conditions not covered under the City of Mesa Personnel Rules or state or federal law.

## **Article 1 Implementation**

This MOU shall be effective and implemented upon an annual appropriation of funds and approval by the Mesa City Council. The City Council may modify or terminate this MOU if it determines that funds are not available during the fiscal year or if the funds are not included in the annual City Council approved budget.

## **Article 2 Term**

The term of this MOU shall commence at 12:00 a.m. on July 1, 2023. If the City Council has not approved the MOU before 12:00 a.m. on July 1, 2023, then the term of the MOU shall commence at 12:00 a.m. on the day following approval of the MOU by the Council. The MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2026.

## **Article 3 Wages and Compensation**

### **3.1 Wages**

Effective July 1, 2023, the pay range for the police officer job classification, and each incremental step therein, will be adjusted seven percent (7%) higher, and the pay range for the sergeant job classification, and each incremental step therein, will be adjusted six percent (6%) higher. The adjustments are set forth in Exhibit A to this MOU, which is attached and incorporated herein by this reference.

Effective July 1, 2023, employees in the rank of police officer and sergeant who are not on initial City probation, who have an overall “Successful” annual performance evaluation for the 2022/23 review period, and who have not reached the maximum compensation in their job classification (i.e. “topped out”) will receive an additional five percent (5%) step increase (on top of the market adjustment). Employees who are within five percent (5%) of topping out will receive the appropriate percentage step increase that brings them to the top of their pay range.

Effective July 1, 2024, employees in the rank of police officer and sergeant who are not on initial City probation, who have an overall “Successful” annual performance evaluation for the 2023/24 review period, and who have not topped out will receive a five percent (5%) step increase. Employees who are within five percent (5%) of topping out will receive the appropriate percentage step increase that brings them to the top of their pay range.

Effective July 1, 2025, employees in the rank of police officer and sergeant who are not on initial City probation, who have an overall “Successful” annual performance evaluation for the 2024/25 review period, and who have not topped out will receive a five percent (5%) step increase. Employees who are within five percent (5%) of topping out will receive the appropriate percentage step increase that brings them to the top of their pay range.

Effective July 1, 2023, starting pay for police office recruits shall be equal to the first step for the police officer rank.

### **3.2 Market Study**

The City will conduct a market study during fiscal year (FY) 2024/25 to determine if police officer and sergeant salaries are commensurate with the market. Any market adjustment deemed necessary to keep police officer and sergeant salaries commensurate with the market will go into effect on July 1, 2025, provided the City Council has approved and appropriated the funds.

### **3.3 Compensatory Time**

Police officers and sergeants will be permitted to convert up to forty (40) hours of compensatory time into pay at their current regular rate of pay up to two times in a calendar year.

### **3.4 Weekend Premium Pay**

The City will support the Mesa Police Chief office and the MPA in developing and implementing a six-month pilot program to test weekend premium pay as an incentive to improve attendance on weekend shifts. The pilot program shall have attendance goals to measure success. The City may extend or terminate the program based on the results of the pilot. If the City decides to extend the pilot program, the terms of the program will be set forth as a form of shift differential in the City’s Personnel Rules, and weekend premium pay will be removed from the MOU.

### **3.5 Deferred Compensation**

The City deferred compensation contribution for employees in the rank of police officer and sergeant will be 1.5%. Employees in these ranks must contribute a minimum of thirty dollars (\$30) per paycheck to receive the City contribution.

### **3.6 Uniform Allowance**

Uniform allowance for members will be one-thousand two-hundred dollars (\$1,200) per year disbursed as cash once a year. The allowance will be issued in the second pay period in July. Employees hired throughout the year will receive the payment in a payroll check (within one month of hire date) and thereafter the payment will be on the annual (July) cycle.

### **3.7 Bilingual Compensation**

Basic certification is fifty dollars (\$50.00) biweekly.

Intermediate certification is one-hundred dollars (\$100.00) biweekly.

### **3.8 Mobile Field Force**

Participation in this program, training requirements and other program parameters will be implemented in accordance with department Mobile Field Force protocols. Mobile Field Force members shall be compensated bi-weekly at the following rate:

Officers	\$76
Sergeants	\$96

### **3.9 Case-Carrying Compensation**

Case-carrying officer-detectives and case-carrying sergeant-detectives shall be compensated bi-weekly at the following rate:

Officer-Detectives	\$91.20
Sergeant-Detectives	\$115.20

## **Article 4 Hours**

### **4.1 Perfect Attendance**

Police officers and sergeants who do not use any sick or dock time from the period January 1 to June 30 of any calendar year during the term of this MOU will receive a five-hundred-dollar (\$500.00) incentive payment.

Police officers and sergeants who do not use any sick or dock time from the period July 1 to December 31 of any calendar year during the term of this MOU will receive a five-hundred-dollar (\$500.00) incentive payment.

Members on patrol will receive fifteen (15) hours of vacation time for every six (6) consecutive months they do not use sick time.

### **4.2 Schedule Changes**

A unit member that is required to change their normal work schedule for known and planned City events will be given a 72-hour notification of such change. If the notification is less than 72 hours, the unit member will receive premium pay at one and one half (1 ½) times the employee's regular rate of pay for that shift change.

## **Article 5 Working Conditions**

### **5.1 Meal Breaks and Rest Periods**

Members who work at least four (4) additional hours beyond their scheduled shift may receive an additional thirty (30) minute meal break.

One fifteen (15) minute rest period may be combined with the thirty (30) minute meal break for a maximum forty-five (45) minutes, subject to the operational needs of the department.

### **5.2 Stress-Related Injury Treatment Fund**

The City will continue the Public Safety Stress-Related Injury Treatment Fund.

## **Article 6 Miscellaneous**

### **6.1 Conflict with Existing Ordinance or Rules**

Nothing in this MOU shall modify or conflict with the Mesa City Charter, an existing City ordinance or the City's Personnel Rules, and any such modification or conflict shall be void and unenforceable.

### **6.2 Savings Clause**

If any terms or provisions of this MOU are declared invalid or unenforceable by any Court of competent jurisdiction or any federal or state government agency having jurisdiction over the subject matter, the remaining terms and provisions will not be affected.

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Christopher J. Brady  
City Manager

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Glenn Pearson  
Mesa Police Association