

Memorandum of Understanding between the
Town of Prescott Valley and the
Prescott Valley Police Officers Association

August 10, 2011

WHEREAS, the Town of Prescott Valley (Town) and the Prescott Valley Police Officers Association (Association), through their designated representatives, have met and conferred in good faith under Prescott Valley Town Code Article 3-06 in order to reach agreement concerning wages, hours and working conditions of employees comprising the police employee group (Memorandum of Understand or "MOU"); and

NOW, THEREFORE, the Town and the Association mutually submit this MOU to the Town Council for adoption in accordance with Town Code §3-06-030(F).

ARTICLE 1
LEAVE

- 1) The Town shall facilitate creation of an emergency leave bank for the benefit of the Prescott Valley Police Department. Administration of the bank will be identical to that of the bank in use today for all employees.
- 2) The Town, through its Human Resources Director, will seek Town Council approval for modification of Town Policy 2-08 (5.5) to allow use of either General Leave OR Compensatory Time by employees covered by this MOU who have accumulated 200 hours of Compensatory Time and have accumulated General Leave time in amounts greater than their compensable threshold.

ARTICLE 2
UNIFORMS

- 1) All mandatory uniform changes will be announced only in the 4th quarter of the fiscal year and will be effective no earlier than October 1st of that year. Any phase out of existing uniforms will take one calendar year from date of adoption.

ARTICLE 3
NOTICES

Unless otherwise specifically provided herein, all notices, demands or other communications relating to this MOU shall be in writing, and given to the other party hereto as follows: 1) personal delivery, 2) established overnight commercial courier with delivery charges prepaid or duly charged, 3) by facsimile, or 4) registered or certified mail, return receipt requested, first class postage prepaid. All such notices, demands or other communications shall be addressed as set forth below:

Town: Town of Prescott Valley
c/o Town Manager
7501 East Civic Circle
Prescott Valley, AZ 86314
Telephone (928) 759-3100
Facsimile (928) 759-3125

Association: Prescott Valley Police Officers Association
c/o President
7601 East Civic Circle
Prescott Valley, AZ 86314
Telephone (928) 772-9261
Facsimile (928) 772-2700

Notices, demands or other communications given by personal delivery shall be presumed to have been received upon tender to the applicable party at the addresses set forth above. Those given by overnight courier shall be presumed to have been received the next business day after delivery to such overnight commercial courier. Those given by mail shall be presumed to have been received on the third (3rd) day after deposit into the United States Postal System. Those sent by telefax shall be deemed to have been given upon receipt of oral confirmation that the transmission was received by a person at the phone number for said party.

ARTICLE 4 SAVINGS CLAUSE

If any Article, Section or Paragraph 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, Section or Paragraph should be restrained by such tribunal, the remainder of this MOU shall not be affected thereby; and upon issuance of such final decree, the Town or the Association, upon request of either of them, shall meet and confer to endeavor to agree on a substitute provision, or that such a substitute provision is not indicated.

ARTICLE 5 TERM AND EFFECT

- 1) This MOU shall remain in full force and effect commencing on July 1, 2011 and terminating after June 30, 2012.
- 2) The Town shall not be required to meet and confer concerning any other matters, covered or not covered herein, during the Term of this MOU.
- 3) This MOU constitutes the entire agreement between the parties and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

Approved:

Harvey C. Skoog, Mayor

ATTEST:

Diane Russell, Town Clerk

APPROVED AS TO FORM:

Ivan Legler, Town Attorney

 12/21/11
Adam Hansen, PVPOA President

ATTEST:

Secretary