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MEMORANDUM

DATE: June 9, 2011

TO: Mayor and Council

THRU: Rich Dlugas, City Manager RD

FROM: Debra Stapleton, Human Resources Director DAS

SUBJECT: Chandler Lieutenants and Sergeants Association (CLASA) Memorandum of Understanding

RECOMMENDATION: Approve Chandler Lieutenants and Sergeants Association (CLASA) Memorandum of Understanding for FY 11/12 through FY 12/13.

BACKGROUND:

The City and CLASA have been engaged in negotiations since late February of 2011. We are pleased to report that, through a collaborative effort, we have reached an agreement on a 2-year Memorandum of Understanding (MOU) that will be in effect from July 1, 2011 through June 30, 2013. Both parties agreed to reopen the contract in the second year of the MOU to discuss merit pay.

DISCUSSION/RECOMMENDATION:

Substantive changes to the MOU include:

- Up to a 5% on-going merit increase for merit-eligible employees with a reopener to discuss merit pay in the second year of the contract.
- Tuition reimbursement.
- Pay holiday hours the same as employees' shifts.
- Eliminate compensatory time from being calculated as hours worked for the purposes of overtime.
- Add provision that the salary range will not be decreased to maintain 4th position in market. Implement two market surveys to eliminate need to manually adjust employees' pay retroactively.
- Increase vacation accrual incrementally in FY 11/12 and again in FY 12/13.
- Change eligibility criteria for supervisory incentive pay.

- Increase current vacation buy back from 20 hours to 30 hours per fiscal year effective July 3, 2011.
- Increase sick leave payout to beneficiary of employees that die in the line of duty from 50% to 100%.
- Add fiscal crisis language to allow for Council to reopen negotiations under certain financial conditions in FY 11/12.
- Add reverse fiscal crisis language that provides one-time payout to union groups under certain financial conditions for FY 11/12.
- Update MOU to include medical cost share of 82/18 effective January 1, 2012 where 82% of the premium is paid by City and 18% is paid by employee. On January 1, 2013, change cost share to 80/20 where 80% of the premium is paid by the City and 20% is paid by the employee.

In addition, CLASA has agreed to change the threshold used to calculate the pain and suffering payment and to include an adjustment factor for future years. This change will be reflected in the City's Personnel Rule.

The City and CLASA request approval of the Memorandum of Understanding.

MOTION:

Approve Chandler Lieutenants and Sergeants Association (CLASA) Memorandum of Understanding for FY 11/12 through FY 12/13.

MEMORANDUM OF UNDERSTANDING

July 1, 2011 – June 30, 2013

CITY OF CHANDLER

AND

POLICE SERGEANTS BARGAINING UNIT

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PREAMBLE

Whereas the well being and morale of the Sergeants 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") 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 charter or 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; and

Now therefore, the City of Chandler, hereinafter referred to as the "City" and CLASA, hereinafter referred to as the "Association" 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 Chandler with their joint recommendation that the body resolve to adopt its terms.

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 Sergeants; 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 Sergeants 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 work force 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 Sergeants, to direct and supervise its Sergeants and their work, to take disciplinary action, to relieve its Sergeants 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 Sergeants 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 Sergeants; to determine the need for additional positions and the qualifications of new Sergeants and to determine the qualifications for and/or the qualifications of Sergeants considered for transfer and/or promotion; to evaluate and judge the skill, ability and efficiency and general work performance of Sergeants; 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: **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 Sergeants in the Sergeants Employee Group as described in the City of Chandler Meet and Confer Ordinance #3835. Members of the group shall hereinafter be referred to as "Sergeants."

B. Certain specified representatives of the Association have the right to paid release time herein as follows:

1) The Association may designate up to five (5) Executive Board member representatives and shall notify the Police Chief of such designations. There shall be no obligation on the City to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations.

2) One representative may, when the Association is designated in writing by the Association member as his/her representative, attend mutually scheduled grievance meetings and hearings with department and City representatives without loss of pay or benefits. In no event shall this paid release time be used for any other purposes, such as gathering information, interviewing the grievant/appellant or witnesses, or preparing a presentation. The Association representative is required to obtain the permission of his/her department supervisor to absent himself from his/her duties to attend scheduled grievance meetings. Subject to operational needs and scheduling factors, this permission shall not be unreasonably withheld. An Association representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the work area supervisor. This permission will not be unreasonably withheld, giving proper consideration to essential work of the department and the occupational safety of the Association representative.

C. Payroll Deduction

1) The City shall deduct yearly from all (26) twenty-six checks of Association members, the regular periodic Association membership dues pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Association no later than the fourteenth (14) day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all Sergeants for whom the deductions have been made. Such deduction shall be made only when the Association member's earnings for a pay period are sufficient after other legally required deductions are made.

2) Authorization for membership dues deduction herein shall remain in effect during the term hereof unless revoked in writing by the Sergeant. The City shall accept revocation of deductions only during the first week of January and July of the term of this

Memorandum to be effective the following payroll period. The City will notify the Association of any revocations submitted to it.

3) The City shall not make any payroll deductions for Sergeants on behalf of any other organization that purports to provide benefits similar to those offered by the designated Association (as defined in the Meet and Confer Ordinance) during the term of this Memorandum.

4) It is agreed that the City assumes no liability on account of any actions taken pursuant to this section. The City will however, as promptly as technically possible, implement changes brought to its attention.

5) The City shall, at the written request of the Association during the term of this agreement, make changes in the amount of dues deduction hereunder for the general membership, provided costs for implementing such changes shall be reimbursed by the Association at actual cost incurred by the City.

D. "Facilities and Services"

1) The Association may distribute material on the City's premises (buildings and grounds) before and after scheduled working hours 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 the Association with space for one bulletin board per station for its use in communicating with its members at mutually agreeable locations. The City shall grant sole and exclusive use of such bulletin boards to the Association. Bulletin boards shall not exceed 4' x 3' (width by height) in size.

3) The bulletin boards shall be used only for the following notices: recreational and social affairs of the Association; Association meetings; Association 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 of the City's operations. The City may order the removal of any posted notice on the basis that it violates the requirements herein. The Association may dispute the order of removal by filing a grievance pursuant to Article 2, the Grievance Procedure. Posted material will be signed by an authorized official of the organization.

4) The Association is authorized to use mutually agreed upon non-work areas in City facilities for pick-up by or distribution to Sergeants of the official Association literature that is not political in nature or abusive of any person or organization.

5) The Association President, or his/her designee, will be provided a mail slot for department communications.

E. Recognition

1) The City recognizes the Association 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 regular full-time Sergeants in the employee group. The Associations shall have no rights beyond those specified in the Meet and Confer Ordinance and this Memorandum.

F. Solicitations and Distributions

1) The solicitation of members, dues and other internal Association business shall be conducted only during non-working hours and shall not interfere with the work process.

2) The use of working areas or use of City equipment and information systems, for the solicitation of members, dues, and distribution of other Association business shall be prohibited unless allowed by a specific section of the Memorandum.

G. In recognition of the mutual benefit to both the City and the Association, a Sergeant using Association release time as defined by Articles in this Memorandum to conduct Association business shall be accorded all insurance-related benefits. Approval of claims made for benefits will be determined in the same manner as any other employee.

H. A member of the Executive Board of the Association, or a designated Association representative, will, with the approval of the Police Chief or his/her designee, subject to twenty-four (24) hours written notice in advance, be authorized to engage in Association 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 usage of such time, but shall not be unreasonably withheld. There shall be no use of official paid time for Association related activities under this paragraph.

I. A Sergeant may contribute up to three (3) hours per year of accrued vacation to be placed in an Association leave time bank for use by the Association to engage in legitimate Association business. The following conditions shall apply to the leave time bank:

1) The Association shall supply the City with a Release Hours Authorization Form, which includes the name of the Sergeant and the hours of vacation time donated by the Sergeant to the pool.

2) The donating Sergeant shall sign the form before submission to the City.

3) The City shall withdraw the bank hours in the 1st pay period of July.

4) The form shall be enforceable from year-to-year, and the Association President may increase bank hours upon a written statement.

5) Charges against the Association leave time bank shall only be made when approved by the President or Secretary/Treasurer of the Association.

6) Human Resources shall keep a record of all time donated and drawn against.

7) Any unused hours in the Association leave time bank may be carried over from one fiscal year to the next.

8) The Association shall indemnify, defend and hold harmless the City against any and all claims made and against any suits instituted against the City on account of the City complying with any of the provision of this Section.

9) These hours may be used as follows:

   a. For Executive Board members to attend meetings of the Executive Board, meetings of the general membership, and for preparation for negotiations pursuant to Ordinance #3619.

   b. For any member designated by the President to be used for legitimate Association purposes.

10) Approval for use of paid time hereunder shall be subject to Departmental operational needs and scheduling factors. Such approval shall not be unreasonably withheld. When using such paid time, members of the Executive Board shall give at least twenty-four (24) hours written notice in advance.

J. The Association will be allowed ½ hour to talk to and possibly sign new Sergeants into the Association and to explain the rights and benefits under the Memorandum. This time will be allotted after promotion of said Sergeants. 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.

K. 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 Sergeant's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the Sergeants regular work shift in pursuit of benefits provided by this Article.

L. In the interest of encouraging continuing education for Sergeants, the Department will mail to the Association President the AZ POST calendar.

M. The Association may designate up to three (3) Sergeants to represent the Association in the Meet and Confer process with the City. These designated Sergeants shall be granted time off with pay for the purpose of such representation, and such times shall not be applied to bank hours.

N. In the event that the City alleges that the Association or a Sergeant, or the Association or a Sergeant alleges that the City, has violated a provision of Ordinance #3619, Section 2-13-10 A or B, the Association, Sergeant, or City may submit such a claim through the grievance procedure in Article 2 of this Memorandum.

<u>Section 1 - 4:</u> **Sergeant Rights**

A. Sergeants have the right to be represented by the Association and to have a member of the Association present during the grievance and the disciplinary process. The disciplinary process

does not apply to an interview of a Sergeant during the normal course of work, counseling, instruction, informal verbal admonishment or other routine or unplanned contact with a supervisor.

B. If a Sergeant requests, representation will be allowed when the member is the subject of an administrative investigation and the Sergeant reasonably believes that the interview could result in dismissal, demotion or suspension by Professional Standards Section, or any Police Department supervisor, who is conducting an administrative investigation. The Sergeant will obtain the most readily available Association representative. The Association 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 Association representative will attend the above interview only as an observer. At the end of the interview, but prior to the conclusion of the interview, the Sergeant being interviewed may privately confer with their representative. Upon returning to the interview the Sergeant will be allowed to make a statement not to exceed 5 minutes addressing the specific facts or policies related to the interview. A Sergeant identified only as a witness will be given the opportunity to consult with an Association representative not same representative as the suspected Sergeant to discuss their rights and obligations prior to 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 Sergeant under investigation will be notified in writing every 30 (thirty) days as to the current status of the investigation. 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 Sergeant has the right to present his/her own grievance in person and has the right to be represented.

F. A Sergeant covered hereunder shall, on his/her request be allowed to review his/her departmental personnel file in the presence of a department representative.

G. No Sergeant shall have any adverse comments entered into his/her departmental personnel file without the Sergeant being informed by the supervisor. If the Sergeant requests, he/she may receive a copy of the adverse comment. A Sergeant may, at his/her discretion, attach rebuttal statements to any material contained in his/her departmental personnel file, which may be adverse in nature.

H. Material purged from a Sergeant's file in accordance with the below procedures or allegations about a Sergeant which are unfounded, exonerated, not sustained or a policy failure will not be used in future performance ratings or disciplinary actions.

I. Upon request, a Sergeant may have written reprimands, suspensions, and letters of admonishment, which are over three (3) years old removed from the department working file when there have been no incidents or problems of a similar nature within the three (3) year period immediately preceding the request. A Sergeant may request to have letters of instruction and counseling statements, which are over one (1) year old removed from the department working file.

J. A Sergeant under investigation by Professional Standards Section or a Police Department supervisor for a disciplinary matter that may lead to a written reprimand, suspension, demotion, or discharge, and who is interviewed, or requested to produce any documentation, shall be given a written notice informing him of the specific nature of the investigation, his/her status in the investigation, and all known allegations of misconduct involved in the interview of the Sergeant. In addition, the Sergeant and/or the Police Department supervisor/Professional Standards Section representative shall be entitled to mechanically record such interview. Should any mechanical recordings take place, the department reserves the right to transcribe any such interview for the purpose of verifying the accuracy of the interview and, if requested, the Sergeant shall sign the transcription if it is accurate.

At the time of a scheduled interview by the Professional Standards Section, a Police Department supervisor, or other City employee, the investigator will advise the Sergeant of all evidence known at the time of the interview that will be used in the course of the investigation. This includes any written documents, video or audio recordings, or photographs. The Investigator will inform the Sergeant of such evidence at the time of the interview.

1) A copy of the signed and dated notice of investigation will be given to the Sergeant prior to the beginning of the interview. The Sergeant shall have the right to retain the notice of investigation for his/her use throughout the entire course of the interview. A Sergeant will be provided an opportunity to make a telephone call after the issuance of the notice of investigation to obtain an Association representative.

2) In the event a Sergeant does not record his/her interview he/she may request a copy of the investigator's tape(s) if the investigator records the interview (the Sergeant provides the tape).

3) If any Sergeant 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 Association representative who may discus the matter only with the Executive Board members. When the investigation is completed, the accused Sergeant will be notified in writing of the findings. A Sergeant under internal or administrative investigation may be reassigned, until the completion of the investigation.

4) If during the course of the above-mentioned investigation, information is learned concerning additional misconduct on the part of the Sergeant being interviewed, a notice of investigation will be issued to the Sergeant prior to the Sergeant being questioned about the additional misconduct information.

5) Issues related to the release of a Sergeant's home address and telephone number, timeliness of lodging a compliant against a Sergeant, and multiple discipline arising out of the same incident have been addressed by the adoption of general orders related to these subjects.

K. The employer shall count as time worked any hours or fractions of hours spent within the Sergeant's regular work shift in pursuit of benefits provided by this Article, (Association Representative) but shall not count as time worked any hours or fractions of hours spent outside the Sergeant's work shift.

L. A Sergeant who receives a written reprimand may request a copy of the official documentation, if any, supporting the written reprimand.

M. If a polygraph examination is required of a Sergeant, an Association representative will be allowed to monitor and observe all preliminary and post examination interviews and the examination from a monitoring room if available. If no monitoring room is available, appropriate steps will be taken to video record the proceedings for the record.

N. All Sergeants shall have the right to join or not to join the Association as they individually prefer. Sergeants have the right to participate on behalf of or engage in activities on behalf of an Association and have the right to refrain from such activity. Sergeants shall be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against the Association. Violations will necessitate disciplinary action.

O. Once a Sergeant has been formally counseled or disciplined in accordance with General Orders B-12, including the counseling/discipline chart, and B-13, no further investigation will be conducted for the same allegation for the same incident except when:

   a. New Information reveals additional allegations arising from or related to the same incident.

   b. The Office of the Chief requests further investigation for the integrity of the organization and to maintain public trust.

P. A complaint will be treated as a delayed complaint if an allegation of non-criminal misconduct by an employee occurred more than 120 days prior to the date of complaint.

   The supervisor receiving the complaint will document the information in a memorandum. The memorandum will be sent through the chain of command to the Professional Standards Section, who will review and inform the Office of the Chief. A determination will be made whether or not a formal investigation will be initiated. If an investigation is merited the Professional Standards Section will assume the investigation, unless otherwise directed by the Office of the Chief.

   The Association must equally and fairly represent all Sergeants.

<u>Section 1 – 5:</u> **Prohibition of Strike and Lockouts**

A. The Association and Sergeants 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 Chandler.

B. The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association, nor any Sergeant, for any reason, will 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 Sergeants covered by this Memorandum.

C. Should any Sergeant during the term of this Memorandum, and until such time that it is expressly and legally rescinded breach the obligations of Section 1-5B, the City Manager or his designee shall immediately notify the Association that a prohibited action is in progress.

D. The Association shall forthwith, through its Executive Board and other authorized representatives, disavow said strike or other prohibited action, and shall notify in writing all Association 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, the Association shall order all Sergeants violating this Article to immediately return to work and cease the strike or other prohibited activity. Such order shall be delivered both orally and in writing to all Sergeants violating this Article with copies of the written order to be delivered to the Office of the City Manger.

E. Penalties or sanctions the City may assess against a Sergeant 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 the Association 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 Charter, shall be imposed on the Association, 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 the Association, in the event of a violation of this Section.

ARTICLE 2: GRIEVANCE / ARBITRATION / LABOR MANAGEMENT

Section 2 – 1: Grievance Procedure

A. Informal Resolution

1) As a matter of good labor-management relations the parties encourage a Sergeant who believes that he has a bona fide grievance to discuss and attempt to resolve it with his/her immediate supervisor.

2) If the above informal discussion is held and does not resolve the grievance, the Sergeant may file a formal grievance in accordance with the following procedure.

B. Definition of Grievance

1) A grievance is a written allegation by a Sergeant, submitted as herein specified, claiming violation(s) of the specific express terms of this Memorandum for which there is no Merit Board appeal or other specific method of review provided by State or City law.

C. Procedure

1) Step 1

a. The Sergeant shall reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by the City and submits it to his/her immediate supervisor within fifteen (15) workdays of the initial commencement of the occurrence being grieved. The supervisor shall further consider and discuss the grievance with the grievant and the grievant's representative, if any, as he deems appropriate, and shall, within five (5) workdays of having received the written grievance, submit his/her response thereto in writing to the grievant. The parties by written agreement may move the grievance to Step II of the grievance procedure.

2) Step II

a. If the written response of the immediate supervisor does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to his/her Police Commander within five (5) workdays of the grievant's receipt of the supervisor's response. The Police Commander may investigate the grievance and may set a meeting with the grievant, and the grievant's designated representative, if any, and such other personnel as he deems appropriate to consider the grievance. Within five (5) workdays of receipt of the grievance, or after the grievance meeting, the Police Commander shall submit his/her written response to the grievance to the grievant and the grievant's representative, if any.

3) Step III

a. If the response of the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the Police Chief within five (5) workdays of the grievant's receipt of the Step II response.

b. The Police Chief shall hold a meeting within five (5) workdays of receipt of the grievance regarding the grievance at which the grievant shall be afforded the opportunity to fully present his/her position and to be represented. Within five (5) workdays of the hearing, the Police Chief or his/her designee shall submit his/her written response to the grievant and the grievant's representative, if any.

c. By mutual agreement, the parties may combine steps 3 and 3.5.

4) Step 3.5

a. After the Police Chief's decision, but prior to review by the Grievance Committee or the arbitrator, the parties involved may mutually agree to submit the grievance to the HR Director or designee. The grievance, as originally written and the attached response from the Police Chief must be submitted to the HR Director or designee within five (5) workdays of receipt of the Police Chief's answer. The HR Director or designee shall within ten (10) workdays of the receipt of the grievance, meet with the Police Chief or his/her designee and the Sergeant and his/her representative in an attempt to resolve the grievance. The HR Director or designee shall then submit written recommendations for resolution to the Sergeant and Police Chief within five (5) workdays of the meeting.

5) Step IV

a. If the response of the Police Chief does not result in resolution of the grievance, the grievant may, within five (5) workdays of the Step III response, appeal the grievance by signing and completing the City form and presenting it to the Grievance Committee. The Grievance Committee shall be composed of:

Chairman – A member designated by the City Manager.

Secretary – HR Director or designee.

Member – Association President or his/her designee.

b. The Grievance Committee shall schedule a hearing regarding the grievance at which the grievant shall be afforded the opportunity to fully present his/her position and to be represented.

c. If the grievant and the Association jointly so elect, in writing, within the above time limit, in lieu of such hearing the grievance 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) workdays 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 law.

iv. The Grievance Committee or the arbitrator shall submit findings and advisory recommendations to the grievant and to the City Manager. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

v. The City Manager shall, within ten (10) workdays of the receipt of the written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and his/her designated representative.

D. Time Limits

1) Failure of City Management representatives to comply with time limits specified in Paragraph C 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.

E. The Association may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Association by the specific terms of Article 1 – 3 of the Memorandum. The Association shall file such grievance at Step III of the Procedure. Grievances must be filed and signed by a Sergeant, subject to the provisions of this Article. Grievances involving three (3) or more Sergeants may be filed as a group grievance by the Association.

F. Employer grievances, should they occur as a result of official Association activities or actions, including the failure to act as required under this agreement, will be presented directly to the Association President within ten (10) days of the occurrence prompting the grievance. The President shall in each case provide a written answer within five (5) days from receipt of the grievance.

Section 2 – 2: **Labor-Management Committee**

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 employee's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Article.

A. There shall be a Labor-Management Committee consisting of two (2) representatives of the Association and two (2) representatives of the City and the City's HR Director or designee who shall be the Chairperson. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for free and informal discussion of mutual concerns and problems.

B. The Committee shall meet, when necessary, at mutually agreed upon times.

C. If the representative of the Association is a Sergeant, such representative shall not lose pay or benefits for meetings mutually scheduled during duty time.

ARTICLE 3: COMPENSATION AND WAGES

Section 3 - 1: **Wages**

A. The City's practice of annually awarding ongoing merit increases of up to 5%, effective on the first day of the pay period in which the date of the Sergeant's current job classification or salary review date falls, until the Sergeant is at the top of the pay grade, is currently suspended.

The City made funds available to fund merit increases of up to 5% for eligible Sergeants during FY 11/12. Any merit increase will become effective the first day of the pay period which includes the date of the eligible Sergeant's current job classification or salary review date.

For FY 12/13 merit pay will be an item of discussion as part of the wage reopener.

B. Wage increases will be determined as follows:

Human Resources will finalize a salary survey by August 1st and February 1st of each year, comparing the maximum Sergeant salary ranges from seven (7) cities (Gilbert, Glendale, Mesa, Peoria, Phoenix, Scottsdale and Tempe) based on JIMS data and/or verification from valley cities' HR Departments in order to maintain Chandler status in the 4th position, which is defined as halfway between 3rd and 5th of the cities in the survey. Any wage increase will become effective on the first day of the next full pay period after the survey data has been agreed upon and signed by the City and the Association. In the event that the survey results in Chandler being ranked above the 4th position, as defined in this section, Chandler's range will not be decreased.

C. The starting salary for a Police Officer promoted to Police Sergeant will be 5% above the maximum of the Police Officer salary range. The minimum Police Sergeant salary will always be set at 5% above the maximum of the Police Officer salary range.

Section 3 - 2: **Field Training Pay**

A. Field Training Officers (FTOs) whom the department selects to conduct department-approved Sergeant field training will receive an additional five percent (5%) of their regular rate of pay for every day they are assigned to an officially authorized field training position.

Section 3 - 3: **Interpreting and Translation Pay**

A. Sergeants who receive certification as an Intermediate level translator will receive an additional two and one-half percent (2.5%) of their regular rate of pay for every day they are officially certified to perform translation for the Department.

B. Sergeants who receive certification as an Advanced level translator will receive an additional five percent (5%) of their regular rate of pay for every day they are officially certified to perform translation for the Department.

Section 3 - 4: **Overtime**

A. Overtime is defined as time worked in excess of 40 hours in a 7-day work period for full-time Sergeants. All paid leave taken in lieu of hours worked, except time off taken as compensatory time, shall be counted as "hours worked" for purposes of overtime calculation. Payment for hours worked on a holiday, as part of the regularly scheduled hours of work, shall be compensated as provided by this rule. Sergeants assigned to traditional patrol teams who conduct briefings shall be eligible for up to a max of 15 minutes overtime paid at time and one-half (1.5) their regular rate of pay for actual time worked to prepare for the briefing.

B. Overtime may be authorized and required by the Police Chief when it is clearly in the best interest of the City. The Police Chief shall authorize overtime in advance unless emergency situations preclude advance authorization.

C. Overtime compensation for Sergeants shall be computed in accordance with the Fair Labor Standards Act and adjusted rate of pay including applicable shift differential, on call pay and assignment pays. If overtime is to be paid, it must be recorded and paid, at one and one-half (1.5) time, on the payroll immediately following the conclusion of the pay period in which the overtime was worked. If compensatory time is to be accrued in lieu of overtime pay, it must be accrued at the rate of one and one-half (1.5) hours of compensatory time for each hour worked.

D. The decision to pay overtime or record it as compensatory time shall be at the discretion of the Police Chief.

E. Compensatory time shall not accrue in excess of one hundred (100) hours.

F. Accrued compensatory time shall be paid:

1) When the accrued compensatory time exceeds the maximum. Payment will be for that amount which exceeds the maximum.

2) Upon separation for any reason, including death of the employee.

3) When authorized by the Police Chief.

4) When requested by the Sergeant in accordance with Article 3, Section 3-10.

G. The time at which a Sergeant will take compensatory time off shall be chosen by the Sergeant with the approval of the Sergeant's supervisor based on whether the Sergeant's absence would interfere with the Department's operation.

Section 3 - 5: **Court Overtime**

A. When court time constitutes overtime, a Sergeant shall be entitled to overtime compensation/minimum call-out pay consistent with Article 3 of this Memorandum of Understanding.

1) Court time shall be continuous time compensated consistent with Article 3, Section 4.

B. For purposes of this Article the term "Court" shall be defined as including Federal District Court, Superior Court, State of Arizona, City Court, City of Chandler, Municipal Courts in Maricopa County, Justice Court, Federal, State, County Grand Juries, Motor Vehicle Department hearings, and Prosecutorial and Defense interviews. It is understood that this Article shall not apply to administrative hearings including but not limited to arbitration hearings pursuant to the Memorandum and hearings pursuant to the C.O.C. 2-13.D.9-grievance procedure.

Section 3 - 6: **Jury Duty**

A. When a Sergeant is called upon to serve as a juror in any court action, they will be allowed leave from their duties without loss of pay for the time required for this service, in accordance with Personnel Rule 15, Section 15.

Section 3 - 7: **Call-Out Pay**

A. When a Sergeant is called back to regular duty after leaving City facilities at a time other than his/her regular assigned shift, the Sergeant will receive a minimum of two (2) hours pay at time and one-half (1.5) the Sergeant's base pay calculated to the nearest quarter (1/4) hour, except that a Sergeant shall not be eligible for additional compensation during that two hour period.

   1) Compensation to a Sergeant who is called out at times other than his/her regularly scheduled shift will begin at the time the Sergeant is notified. Travel time shall not apply when a Sergeant is working overtime planned in advance.

B. A Sergeant beginning an overtime period within two (2) hours or less prior to the regularly scheduled duty reporting time will be compensated from the time the overtime period begins to the time he is scheduled to report for duty except that a Sergeant shall not be eligible for additional compensation during that period.

C. Holdover time, i.e., being held over on shift (no break in duty exceeding fifteen (15) minutes) will be compensated for actual time spent in accordance with Section 3-2 of Article 3.

D. If the Sergeant is called back because of his/her own negligence the Sergeant shall not be eligible for the two (2) hours minimum. He will only be paid for the actual time worked.

Section 3 – 8: **Swing Shift and Nightshift Differential Pay**

A. A Sergeant shall receive thirty cents ($.30) per hour in addition to his/her base hourly rate of pay when working a shift, which ends between 2000 hours and 2359 hours.

B. A Sergeant shall receive forty cents ($.40) per hour in addition to his/her base hourly rate of pay when working a shift, which ends between 2400 hours and 0359 hours.

C. A Sergeant shall receive fifty cents ($.50) per hour in addition to his/her base hourly rate of pay when working a shift, which ends between 0400 hours and 0800 hours.

Section 3 – 9: **Deferred Compensation**

A. The City shall contribute 1.0% of each Sergeant's biweekly gross pay per pay period to City's deferred compensation plan. The Sergeant shall contribute a minimum of $10 per pay period into City's deferred compensation plan. (Note: A Sergeant may opt out of the above, but by doing so does not receive the City's contribution into the plan.)

Section 3 – 10: **Vacation and Comp Time Buy-Backs**

Sergeants shall be permitted to cash in up to thirty (30) hours of vacation time, and up to forty (40) hours of compensatory time, both to be paid at the Sergeant's hourly rate. These buy-back options shall be exercised only once per year.

Section 3 – 11: **Supervisory Incentive Pay**

A. In recognition of continuous service and overall performance, the City agrees to implement the following performance pay formula for unit members:

   1) On the employee's date of classification (classification date) or salary review date Sergeants who have five (5) years in the Sergeant classification and who meet the additional qualifications specified in this article shall receive a two (2%) percent special merit pay adjustment to be paid in two (2) equal installments with the employee being eligible for the first installment during the pay period of the date of classification or salary review date and the second installment during the pay period six (6) months after the initial payment.

B. Qualifications:

   1) A Sergeant must have five (5) years as a Chandler Police Sergeant or reach the top of the Sergeant's pay range, whichever is sooner, to be eligible to receive the supervisory incentive pay.

   2) A Sergeant must have achieved the overall performance rating of "meets expectations" or better on his/her latest scheduled performance evaluation on file in the Human Resources Department.

   3) A Sergeant must have performed an "added value" activity agreed to by the labor/management committee.

Section 3-12: **Fiscal Crisis**

A. If the State of Arizona takes any action that has the direct or indirect effect of reducing the City's state shared revenues, or the City's General Fund revenue or tax base for FY 2011-2012 by an amount greater than $2.1 million, the Mayor and City Council, at a City Council meeting which includes an agenda item for the particular purpose, may direct Article 3 of this Memorandum of Understanding to be reopened for renegotiation by the parties of the economic terms contained therein. The Mayor and Council may provide general or specific directions regarding the purpose of the reopening.

   City Management and the Association shall meet and confer in good faith for a period of no more than thirty (30) calendar days from the date the City Council directs the reopening of the

Memorandum, in an effort to reach agreement on how best to address the anticipated budget shortfall in order to eliminate the need for layoffs, significant reductions of pay or benefits, or a significant reduction of services provided by the City. The scope of the re-opened meet and confer discussions shall be solely limited to those items included in Article 3 of the Memorandum.

Recommended modifications to the Memorandum shall be submitted to the Mayor and Council at the next scheduled Council meeting, following the 30-calendar-day meet and confer period. The Mayor and Council may accept, reject, or modify the proposed modifications. The Association shall have the opportunity to address the Council prior to any Council action on the proposed modifications.

If the parties are unable to reach an agreement on modifications of the Memorandum within the 30-day meet and confer period established by this provision, the City Manager or designee or the representative of the Association may initiate a request to the City Council to refer the matter to mediation for a period not to exceed two (2) business days.

If the parties are unable to reach an agreement on the disputed issues through mediation, the issues will be submitted directly to the City Council at the next scheduled Council meeting, which shall accept, reject, or modify any agreed upon modifications and shall take whatever action they deem appropriate with regard to any areas in dispute consistent with the City Code and Charter. The determinations and actions of the City Council shall be final and binding on the parties.

B. Sergeants shall receive a one-time payment that constitutes the prorated share in total dollars by which actual General Fund operating revenues exceed adopted General Fund operating revenues in FY 2011-12 multiplied by the percentage of total Sergeants' wages and benefits to total General Fund operating expenditures in the adopted FY 2011-12 budget. Operating revenues exclude fund balance and interfund transfers. Payments shall be made to Sergeants in the second payroll following the close of the City's financial records for the fiscal year.

ARTICLE 4: HOURS OF WORK / WORKING CONDITIONS

Section 4 – 1: Hours

A. The regular duty hours for a Sergeant shall be five (5) consecutive shifts of eight (8) hours in a seven (7) calendar day workweek. These (5) consecutive shifts will be preceded and followed by two (2) "non-work" days. Duty hours may also include a 4/10's or 9/80's shift. The regular duty hours per shift shall be consecutive and may include any "briefing time" and shall include a meal period of thirty (30) minutes as reasonable work demands allow. At times, the department may have operational needs, which necessitate a change in current work schedules. The department shall give a Sergeant a minimum seven (7) day advance written notice when his/her days or hours will be changed. If this seven (7) day written notice is not given the days or hours change will be rescheduled to allow for a seven (7) day notice period, except for emergency situations.

B. In addition to all duties as assigned by the Police Chief or his/her designees, work hours shall continue to include under normal conditions two (2) fifteen (15) minute rest periods as work demands allow.

ARTICLE 5: BENEFITS

Section 5 – 1: Health Insurance

A. Beginning with the medical plan year of January 1, 2011, the City will pay 85% and the employee will pay 15% of the cost of the monthly premium of the City's medical insurance benefit.

B. Beginning with the medical plan year of January 1, 2012, the City will pay 82% and the employee will pay 18% of the cost of the monthly premium of the City's medical insurance benefit.

C. Beginning with the medical plan year of January 1, 2013, the City will pay 80% and the employee will pay 20% of the cost of the monthly premium of the City's medical insurance benefit.

Section 5 – 2: Dental Insurance

A. For the term of this M.O.U. the City will pay one-hundred percent (100%) of the dental insurance premium for employee only coverage; seventy percent (70%) for employee plus one and fifty percent (50%) for employee plus two (2) coverage.

Section 5 – 3: Life Insurance

A. The City shall make group life insurance coverage available for every regular Sergeant who works in a budgetary approved position for 20 hours or more per week at least equal to the Sergeant's annual salary. Additional life insurance coverage for the employee, spouse and dependent children shall also be made available. The premiums for this insurance shall be paid by the City or the Sergeant as determined by the City Council. Premiums paid by the City shall continue to be paid when the Sergeant is on industrial leave and is receiving Worker's Compensation, not to exceed one (1) year. Premiums paid by the City shall continue to be paid when the employee is on unpaid leave of absence not to exceed one (1) calendar month, unless the absence is governed by federal or state law. Subsequent premiums shall be paid entirely by the Sergeant, if the Sergeant wishes to continue the insurance coverage during the remainder of the unpaid leave. Any premiums paid by the Sergeant must continue to be paid by the Sergeant during a leave of absence if the employee wishes to continue the insurance coverage during the absence.

Section 5 – 4: Vacation Leave

A. A full-time work schedule consists of 52 weeks a year and 80 hours of work during the pay period.

B. Every Sergeant, who works a full-time schedule 52 weeks a year, shall be credited vacation leave as follows for every completed pay period:

Years of Service	Effective 7/3/11	Effective 7/1/12
	Hours	Hours
0 – 4 Years	4.2	4.4
5 – 9 Years	4.9	5.1
10 – 14 Years	5.6	5.8
15 – 19 Years	6.4	6.6
20 + Years	7.9	8.1

C. Leaves of absence compensated under the Worker's Compensation statutes shall be considered as paid service if the absence is for no longer than one (1) year and the employee shall continue to accrue vacation leave.

E. Sergeants who have accrued 240 hours or more of accrued and unused leave (vacation, safety days and holiday accrual hours) and who have attained a minimum of seventeen (17) years of City service may elect to have the additional vacation leave that he/she earns paid to them as salary on a bi-weekly basis for the upcoming three (3) consecutive years. Once the Sergeant elects to exercise this benefit, it must continue for the full three (3) consecutive years. A Sergeant may draw down the current 240 hours balance.

Section 5 – 4A: **Maximum Accrual of Vacation Credits**

A. Vacation credits shall not be allowed to accumulate in excess of 240 hours, as of the last full pay period with a payday in January.

B. Any vacation credits in excess of 240 hours shall become void on the first day of the pay period with a payday in February.

C. In exceptional cases, the Police Chief may allow the Sergeant to carry over more than 240 vacation hours or its equivalent. The Police Chief shall notify the Human Resources Director in writing, if a Sergeant is to be allowed to carry over excess vacation accrual. The Police Chief shall insure that the excess accrual is used prior to the first of July of the same year. Carry-over of excess vacation accrual shall not be allowed for more than two successive years.

D. Excess vacation accrual not used as required by this rule shall be deleted from the Sergeant's record by the Human Resources Director and the Sergeant shall be notified in wiring to that effect.

Section 5 – 5: **Holidays**

A. When possible without decreasing the effectiveness of the various municipal services, all Sergeants, shall be allowed paid holidays as provided below:

New Year's Day	January 1
Martin Luther King, Jr.	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November Friday after Thanksgiving
Christmas Day	December 25
Personal Holiday	

B. When a holiday falls on Sunday, it will be observed on the following Monday. When a holiday falls on Saturday, it will be observed on the preceding Friday.

C. Compensation or paid time off when not working a Holiday.

1) When an observed holiday falls on a scheduled work day, Sergeants shall receive paid time off equivalent to the number of hours in their regularly scheduled work day.

2) When an observed holiday falls on a non-scheduled work day, Sergeants shall receive paid time off equivalent to the number of hours in their regularly scheduled work day on an alternate day during the pay period. When operational requirements do not permit an alternate day off in lieu of the official holiday, Sergeants shall receive holiday pay equivalent to the number of hours in their regularly scheduled work day.

3) Sergeants who are scheduled to work at least 1040 hours per year shall be provided holiday pay or paid time off on an alternative day during the pay period for holidays on a prorated basis. The prorated basis shall be calculated based on the position's number of budgeted hours.

4) The Police Chief has the discretion of requiring Sergeants to return to a regular work schedule of five (5) eight (8) hour days for the week in which a holiday occurs if it does not affect the Sergeant's established work period.

D. Compensation or paid time off when working a holiday.

1) When an observed holiday falls on a non-scheduled work day, Sergeants who are called in or required to work on the observed holiday shall receive compensation at one and one-half (1.5) times their rate of pay for each hour worked on a holiday. In addition, Sergeants shall receive holiday pay equivalent to the number of hours in their regularly scheduled work day, or paid time off equivalent to the number of hours in their regularly scheduled work day on an alternate day, during the pay period. Sergeants who are scheduled to work at least 1040 hours per year and who a holiday shall be provided holiday pay or paid time off on an alternative day during the pay period on a prorated basis. The prorated basis shall be calculated based on the position's number of budgeted hours.

2) When an observed holiday falls on a scheduled work day, Sergeants that work on the observed holiday shall receive holiday pay equivalent to the number of hours in their regularly scheduled work day or paid time off equivalent to the number of hours in their regularly scheduled work day on an alternative day during the pay period.

3) When a Sergeant works on an observed holiday, the Police Chief has the discretion to determine whether the Sergeant will receive holiday pay or paid time off equivalent to the number of hours in their regularly scheduled work day on an alternative day during the pay period.

E. Holiday Pay When Sergeant is on Leave or Separates from City Service

1) Sergeants shall receive no additional pay and shall not be charged with vacation or sick leave time while on paid leave when a holiday occurs.

2) Sergeants must work or be on paid leave the last scheduled work day before the holiday and the first scheduled work day after the holiday to be paid for the holiday.

3) All Sergeants shall receive payment for holiday work on the payroll immediately following the conclusion of the pay period in which the work was performed.

Section 5 – 6: **Sick Leave**

A. A full-time work schedule consists of fifty-two (52) weeks a year and eighty (80) hours of work during the pay period.

B. Every full-time Sergeant who works a full-time schedule fifty-two (52) weeks per year shall be credited 3.7 hours of sick leave accrual for each completed pay period. Sick leave shall accrue with no maximum.

C. Leaves of absence compensated under Worker's Compensation statutes shall be considered as paid service if the absence is for no longer than one (1) year and sick leave credits shall continue to accrue.

D. Sergeants who have accrued 1,000 hours or more of accrued and unused sick leave and who have attained a minimum of seventeen (17) years of City service, may elect to have the additional sick leave that he/she earns to be paid to them as salary on a bi-weekly basis for the upcoming three (3) consecutive years. Once the Sergeant elects to exercise this benefit, it must continue for the full three (3) consecutive year period. A unit member may draw down the current 1,000 hour balance.

E. The City Manager may establish policies for the conversion of a portion of employee's sick leave balances to either vacation credits or provide for cash payment, as appropriate.

Section 5 - 6A: **Payment of Sick Leave at Retirement or Death**

A. A Sergeant who has met the requirements for retirement from the City and retires shall receive compensation for sick leave in accordance with the following schedule. Payment will be made at the hourly base rate at time of retirement after verification that the Sergeant has submitted a retirement application with the appropriate retirement system agency.

B. At retirement the Sergeant will have deposited into his/her Retirement Health Saving Account 50% of his/her unused sick leave calculated at their current hourly rate at the time of retirement.

C. The beneficiaries of a Sergeant who dies prior to retirement shall receive compensation for the Sergeant's accrued sick leave at the rate of fifty percent (50%) of the accrued sick leave hours at the Sergeant's current base rate and shall receive compensation for Years of Service Pay as established by the City Manager for each twelve (12) month year of City of Chandler Service prorated for any partial year.

D. The beneficiaries of a Sergeant who dies in the line of duty shall receive compensation for all accrued sick leave at the rate of one hundred percent (100%) of the accrued sick leave hours at the Sergeant's current base rate and shall receive compensation for Years of Service Pay as established by the City Manager for each twelve (12) month year of City of Chandler service prorated for any partial year.

E. During the terms of this Memorandum, the City will continue its Citywide Retirement Health Savings Plan (RHSP) for all regular, benefited employees with a contribution of $800 for every year of City service paid into retiring employee's RHSP account provided they have five (5) or more years of service with the City.

Section 5 – 7: **Training/Tuition Reimbursement**

A. **Responsibility for Training**

1) The City Council encourages the training and education of Sergeants. The Human Resources Director shall assume responsibility for developing citywide training programs for Sergeants. The Police Chief may establish department-specific training programs.

B. **Credit for Special Training**

1) Participation in, and successful completion of, special job related training courses may be considered in advancements and promotions.

C. **Reimbursement for Formal Training**

1) Fiscal conditions permitting, the City will assist Sergeants in their pursuit of additional formal education from an institution in areas related to a City career field. A policy and procedure shall be established by which tuition reimbursement will be administered and which will reimburse Sergeants.

2) Procedures shall be established to repay the City the tuition fees upon separation from City service within twelve (12) months of completion of the course.

D. **Seminars/Workshops Training Programs**

1) As fiscal conditions permit, the City supports Sergeants' attendance in seminars and workshop training programs as a part of their regular duties with the approval of the Police Chief.

2) The City shall pay all fees for such programs and the Sergeant shall be provided transportation under the administrative regulation established by Personnel Rule 4, Section 2.

3) If a Sergeant separates from City service within twelve (12) months of completion of the workshop or seminar, the Sergeant may be required to reimburse the City for the costs of those workshops or seminars that are primarily designed to enhance s Sergeant's career. A Sergeant normally will not be required to reimburse the City for workshops or seminars that they are directed to attend.

Section 5 - 8: **Out-Of-State Vacation Recall**

A. When a Sergeant is temporarily recalled to duty from out-of-state while on an authorized vacation by order of the Police Chief, he shall be reimbursed for necessary and provable transportation expenses as determined by the Police Chief.

Section 5 - 9: **Uniform, Clothing, and Equipment**

A. The Sergeant will continue to receive uniforms and $100 allowance paid the 1st pay period of the fiscal year and equipment through the Chandler Police Department Quartermaster system, as outlined in General Orders.

1) The Department shall replace those items as they, in the judgment of the Department, become unserviceable to wear or damaged in the course and scope of official duties through the Quartermaster.

B. A Sergeant, who is required to wear civilian attire during the performance of his/her duties, will receive a fiscal year uniform allowance of twelve hundred dollars ($1,200) in accordance with Chandler Police Department General Orders. This payment will be made through the payroll system. This payment will be made through the payroll system on a pro-rated bi-weekly basis.

ARTICLE 6: MISCELLANEOUS

Section 6 – 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 Memorandum shall be administered in compliance with appropriate provisions of the Fair Labor Standards Act as may be amended; consistent with the provisions of this Memorandum and current overtime policies of the City of Chandler.

Section 6 – 2: Copies of Memorandum

A. Within sixty (60) days of the date that this Memorandum is adopted by the City Council, the Association, will arrange for printing of jointly approved copies of it for furnishing one to every Sergeant, supervisor and to management personnel. The cost of such duplication and distribution will be paid for equally by the Association and the City.

Section 6 - 3: Seniority

A. The City shall provide the Association with a list of Sergeants showing each Sergeant's City employment date and badge number.

B. Seniority shall be by badge number.

C. Seniority shall be used as a factor consistent with established Merit System rules and current practice in choice of work assignments, vacation schedules and in the determination of layoffs.

Section 6 - 4: Limited Duty Status

A. A Sergeant, who is injured on the job, may be assigned limited duty status by the employer. Such assignment may be made without regard to the Sergeant's normal assignment and shall be made within the Police Department.

Section 6 - 5: Changes in Departmental General Orders Pursuant to this Memorandum

A. Within (90) days from the date this Memorandum is adopted by the City Council, the Department shall print copies of those Department General Orders and Operations Orders reflecting changes pursuant to this Memorandum. Copies of such changes shall be available to

each Sergeant on or about August 1 of each Memorandum year or as soon thereafter as possible. Prior to the printing of the described changes, the Police Chief or his/her representative shall review such changes with a representative of the Association to insure that such changes are consistent with the specific express terms of the Memorandum.

B. During the preparation of changes to the Department's General Orders, drafts of the proposed changes will be staffed out to the Association.

Section 6 – 6: **Term and Effect of Memorandum**

A. The Memorandum shall remain in full force and effect the beginning of the 1st pay period in July 2011 through June 30, 2013; 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, 2012 of its request(s) to modify or terminate it.

B. 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.

C. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Association 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.

D. This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions.

E. The City's rules and regulations, administrative directives, departmental rules and regulations, and work place 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.

F. A memorandum of understanding cannot contradict the Meet and Confer Ordinance.

G. Should a Sergeant opening on a traditional patrol team become available due to promotion, specialty movement, retirement, or any other cause; Sergeants may submit a memo to be placed into that vacancy. This option is available by seniority and limited to two potential total movements thus not including the placement of the newly promoted Sergeant. A Sergeant may utilize this option only once during a shift cycle and no movement will occur after September 30th.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this _____day of_____, 2011.

City of Chandler

By: _____
Mayor

Attest: _____
City Clerk

Approved to form:

_____
City Attorney

Association Representative

By: _____
Keith Benjamin

(SEAL)

ATTEST: _____

_____