#13

JUN 23 2016

Chandler

2010

Chandler · Arizona
Where Values Make The Difference

MEMORANDUM

DATE: **June 23, 2016**

TO: **Mayor and Council**

THRU: **Marsha Reed, City Manager** MR
Debra Stapleton, Human Resources Director DAS

FROM: **Rae Lynn Nielsen, Benefits & Labor Relations Administrator** RLN

SUBJECT: **CLEA Memorandum of Understanding**

RECOMMENDATION: Approve the Memorandum of Understanding between the City of Chandler and Chandler Law Enforcement Association (CLEA) for FY 16/17 through FY 17/18.

BACKGROUND: The City and CLEA commenced negotiations in late February. All articles in the Memorandum of Understanding (MOU) were open to negotiations. The City and CLEA were able to reach agreement on a two (2) year MOU that will be in effect from July 1, 2016 through June 30, 2018. The agreement does not include any areas to be reopened during the term.

DISCUSSION:

Substantive changes to the MOU include:

- Fund a merit increase of 5% for both FY 16/17 and FY 17/18 for all eligible Police Officers.
- Beginning July 1, 2016 increase the longevity payment from 2% to 2.5%, paid two (2) times per year. Beginning July 1, 2017 this payment will be made one (1) time per year, making the payment non-pensionable and not considered compensation for the purposes of the Public Safety Personnel Retirement System (PSPRS).
- Beginning July 1, 2016 the sick and vacation deferral program commonly referred to as "17/3" will become non-pensionable and not considered compensation for the purposes of the Public Safety Personnel Retirement System (PSPRS) for any Police Officer that enters the program after that date.

- Beginning July 1, 2016 a Police Officer must contribute a minimum of $60.00 per pay period (2% of the Police Officer base maximum annual salary) to their deferred compensation account to receive a 2% contribution from the City.
- Beginning December 25, 2016, there will be three contribution tiers in the deferred compensation program:

Employee Contribution per pay period	City Contribution per pay period
Minimum of $30	1% of gross wages
Minimum of $60	2% of gross wages
Officers with (8) or more years of service who contribute a minimum of $90	3% of gross wages

  Both employee and City contributions count toward the IRS yearly allowable maximum.
- Effective July 1, 2016 Police Officers required to wear civilian clothing as specified in the police general orders will receive a clothing allowance payment of $600.00 in July and $600.00 in February. This increase brings the officers' clothing allowances more in line with the allowances paid to Police Sergeants in similar positions. Effective July 1, 2016 Police Officers will have the ability to cash in up to 35 hours of vacation one time per year. This amount will increase to 50 hours on July 1, 2017. This change is equivalent to what Police Sergeants are able to cash in yearly.
- Effective July 1, 2016 Police Officers will have the ability to accrue up to 90 hours of compensatory time in lieu of overtime pay. This amount will increase to 100 hours on July 1, 2017. This change is equivalent to what Police Sergeants are able to accrue yearly.

The City and CLEA request approval of this agreement.

MOTION: Approve the Memorandum of Understanding between the City of Chandler and Chandler Law Enforcement Association (CLEA) for FY 16/17 through FY 17/18.

CC: Nathan Moffat, CLEA President

MEMORANDUM OF UNDERSTANDING

July 1, 2016 – June 30, 2018

CITY OF CHANDLER

AND

CHANDLER LAW ENFORCEMENT ASSOCIATION

REPRESENTING
CHANDLER POLICE OFFICERS

TABLE OF CONTENTS

Preamble 4

Article 1: Rights

Section 1-1 Purpose/Gender 5
Section 1-2 City and Management Rights 5
Section 1-3 Right of the Association 6
Section 1-4 Unit Member Rights 10
Section 1-5 Prohibition of Strike and Lockout 14

Article 2: Grievance/Arbitration/Labor-Management

Section 2-1 Grievance Procedure 15
Section 2-2 Labor-Management Committee 17

Article 3: Compensation and Wages

Section 3-1 Merit Pay 18
Section 3-2 Longevity Pay 18
Section 3-3 Total Annual Cash Compensation Survey 19
Section 3-4 Field Training Pay/K-9 Pay 20
Section 3-5 Interpreting and Translation Pay 20
Section 3-6 Overtime 20
Section 3-7 Court Overtime 21
Section 3-8 Jury Duty 21
Section 3-9 Call-Out Pay 21
Section 3-10 Swing and Night Shift Differential Pay 22
Section 3-11 Deferred Compensation 22
Section 3-12 Vacation/Comp Time Buy Back 23

Article 4: Hours of Work/Working Conditions

Section 4-1 Hours 23

Article 5: Benefits

Section 5-1 Health Insurance 24
Section 5-2 Dental Insurance 24
Section 5-3 Life Insurance 24
Section 5-4 Vacation Leave 24
Section 5-4A Maximum Accrual of Vacation Credits 25
Section 5-5 Holidays 25

Section 5-6 Sick Leave 27
Section 5-6A Payment of Sick Leave at Retirement or Death 27
Section 5-7 Training/Tuition Reimbursement 28
Section 5-8 Out-of-State Vacation Recall 29
Section 5-9 Uniform, Clothing and Equipment 29

Article 6: Miscellaneous

Section 6-1 Saving Clause 29
Section 6-2 Copies of Memorandum 29
Section 6-3 Seniority 30
Section 6-4 Limited Duty Status 30
Section 6-5 Changes in Departmental General Orders pursuant to this MOU 30
Section 6-6 Term and Effect of Memorandum 31

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") 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, Chandler Law Enforcement Association (CLEA), hereinafter referred to as the "Association," or 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 unit members; 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 unit members 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. 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. 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;
- 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;
- Establish rules and practices governing the conduct of unit members, to direct and supervise its unit members and their work, to take disciplinary action, to relieve its unit members from duty because of lack of work or for other legitimate reasons;
- Determine whether goods and or services shall be made, purchased or contracted for;
- 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 unit members 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 unit members; to determine the need for additional positions and the qualifications of new unit members and to determine the qualifications for and/or the qualifications of unit members considered for transfer and/or promotion; to evaluate and judge the skill, ability and efficiency and general work performance of unit members;

- Adopt and 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;
- 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 City recognizes the Chandler Law Enforcement Association as the sole and exclusive Meet and Confer authorized representative pursuant to the Meet and Confer Ordinance for purposes of representation regarding wages, hours, benefits, and other conditions of employment for all regular, full-time, non-probationary unit members in the Police Officers employee group. Associations shall have no rights beyond those specified in the Meet and Confer Ordinance, Title 38 of Arizona Revised Statute, and this Memorandum.

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

1) The Association may designate up to eleven (11) representatives and shall notify the Chief of Police in writing 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 (1) Association representative may, when the Association is designated in writing by the unit member group member as his 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 department supervisor to absent himself from his 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 Dues 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 unit member 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 unit members 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 here under includes authorization for the deduction of accrued vacation leave designated in Release Time (H) of this article the leave bank of each dues-paying member as set forth under Section 1-3 (H) and shall remain in effect during the term hereof unless revoked in writing by the unit member. The City shall accept revocation of dues/vacation hour deductions only between January 1-10th and July 1-10th each year. Termination of dues deductions shall be effective the first full payroll period following receipt of the revocation. Termination of vacation hour deductions shall be effective as of the next scheduled deduction in July. The City will notify the Association of any revocations submitted to it.

3) The City shall not make any payroll deductions for unit members 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. Solicitation, Distribution of Material, and Use of Facilities and Services

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

2) 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 unit member receiving such material are on their own time.

3) The City shall provide the Association with space for bulletin boards 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.

4) 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. Notices shall not contain anything political; anything reflecting adversely on the City or 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. The Association agrees to keep the bulletin board in good order.

5) The Association is authorized to use mutually agreed upon non-work areas in City facilities for pick-up by or distribution to unit members of official Association literature that is not political in nature, abusive of any person or organization. The use of working areas, or use of City equipment, and information systems for the solicitation of members, dues collection, and distribution of materials relating to other Association business shall be prohibited unless allowed by a specific section of the Memorandum.

6) The Association President, or his designee, will be provided a mail slot for department communications and may use the City's e-mail system to send emails to unit members to announce meetings. With pre-approval from the Chief or designee, notice of association charities and upcoming events may be sent by the email system.

Release Time

E. In recognition of the mutual benefit to both the City and the Association, a unit member using Association release time as defined by Articles in this Memorandum to conduct Association business shall be accorded all insurance-related benefits. Claims made for benefits will be reviewed on a case-by-case basis in the same manner as the claim of any other employee.

F. A member of the Executive Board of the Association, or a designated CLEA representative, will, with the approval of the Chief of Police or 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 hours worked paid time for Association related activities under this paragraph.

Release hours may be used as follows:

1) For designated members to attend meeting of the Executive Board, meeting of the general membership, and for preparation for negotiations pursuant to the Meet and Confer Ordinance.

2) For a unit member designated by the President to be used for legitimate Association purposes.

3) Approval for use of paid time hereunder shall be subject to Departmental operational and scheduling factors. When using such paid time, designated representatives shall give at least twenty-four (24) hours written notice in advance.

G. Each dues-paying Association members will contribute a minimum of two (2) hours accrued vacation leave to be placed in an Association leave time bank for use by the Association to engage in legitimate Association business.

H. Increases to the contribution amount may be made with written notification to the City by the Association President yearly. The notification must be received in the Human Resources office by June 15th in the fiscal year prior to the one in which the change will occur.

Dues paying Association members will have their contribution hours split equally and placed in the Association leave time bank two times per year: effective the first full pay period in July and the first full pay period in January. It is the responsibility of the Association to notify its membership of any changes.

An Association member's revocation of authority for the deduction of dues simultaneously revokes the authority for the annual deductions of vacation hours. Revocation of such authority applies prospectively only.

Non-dues paying members may elect to annually contribute a minimum of two (2) hours of accrued vacation to the leave time bank. Non-dues paying members may elect to contribute the current dues-paying Association member amount if the amount is greater than two (2) hours.

1) Authorization for the deduction of accrued vacation hours from dues-paying Association members is included with the member's authorization for the deduction of dues and may be revoked as set forth under Section 1-3 (C)(2).

2) For voluntary donations of hours by non-dues-paying members, the Association shall supply the City with a Release Hours Authorization Form, which includes the name and signature of the unit member and the number of hours of vacation donated by the unit member into the leave time bank.

3) The City shall withdraw contribution hours split equally and placed in the Association leave time bank two times per year: effective the first full pay period in July and the first full pay period in January. It is the responsibility of the Association to notify its membership of any changes.

4) For voluntary donations of hours by non-dues paying members, the executed Release Hours Authorization form provides the unit member's authorization for vacation hours to be withdrawn from the unit member's vacation balance in the first full pay period following January 10th and July 10th each year.

    a. A unit member may revoke his or her authorization for the donation of vacation hours by submitting written revocation to the CLEA President who will forward to Human Resources no later than first week of July. The revocation shall apply prospectively to the vacation donation scheduled to take place in in the first full pay period following July 10th each year.

    b. An individual who hires or transfers into an CLEA-represented position after January 10th or July 10th, and who executes a Payroll Dues Deduction Authorization or Release Hours Authorization form, may elect at that time to have the vacation hours withdrawn from his or her vacation balance: (i) in the first full pay period after receipt of the Authorization form by the City, or (ii) in the first full pay period following January 10th or July 10th in the following year. A new unit member who elects to have vacation hours withdrawn before the next scheduled withdrawal occurs, will have additional hours withdrawn in the next scheduled cycle.

    c. The Release Hours Authorization of a unit member shall be automatically revoked when the individual is no longer in a position covered by this MOU. The revocation shall apply only prospectively to the vacation donation scheduled to take place in July.

5) Donated hours in the leave time bank shall be used in the same manner as Association release hours and may only be used by CLEA representatives as authorized by CLEA for the purpose of conducting Association-only business as defined above in Section 1-2 (C).

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

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

I. The Association shall indemnify, defend, and hold harmless the City against any and all claims made and any actions brought against the City arising from or related in any way to the actions taken by the City to comply with any of the provisions of this Section.

J. The Association will be allowed one-half (½) hour to talk to and possibly sign newly sworn police officers into the Association and to explain the rights and benefits under the Memorandum. This time will be allotted during the post-academy training time of said officers. 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 unit member'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 unit member's regular work shift in pursuit of benefits provided by this Article.

L. The Association may designate up to five (5) unit members to represent the Association in the Meet and Confer process with the City. These designated unit members shall be granted time off with pay for the purposes of such representation, and such times shall not be applied to bank hours.

Section 1 - 4: **Unit Member Rights**

A. All unit members shall have the right to join or not to join the Association as they individually prefer. Unit members 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. Unit members shall be free from any interference, restraint, or coercion by any unit member, supervisor, or manager for or against the Association. Violations will necessitate disciplinary action.

The Association must equally and fairly represent all unit members in the unit.

B. Eligible City employees 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 unit member during the normal course of work, counseling, instruction, informal verbal admonishment or other routine or unplanned contact with a supervisor. If a supervisor has knowledge of a violation of General Orders, City Personnel Rules, or criminal law by a unit member, he/she will follow the requirements of this Memorandum, Title 38 of Arizona Revised Statutes, and the General Orders applicable to the questioning of said member.

C. If a unit member requests, representation will be allowed when the member is the subject of an administrative investigation and the employee 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 unit member 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 a phone call is made by the unit member 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 unit member being interviewed may privately confer with their representative. Upon returning to the interview the unit member will be allowed to make a statement not to exceed five (5) minutes addressing specific factors or policies related to the interview. The interview session shall be for a reasonable period of time, taking into consideration the gravity and complexity of the misconduct being investigated.

D. Any unit member who is the subject of an officer involved shooting investigation who has discharged a weapon or was shot at or violently assaulted may request to have the administrative interview postponed for up to 48 hours from the time of the incident. The Police Chief may deny the request when he or she determines that delaying the interview would be detrimental to the investigation. A unit member may waive his/her rights to make the request for postponement of the administrative interview. In all cases, the overall mental and physical health of the unit member shall be taken into consideration.

E. A unit member under investigation will be notified in writing every thirty (30) 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.

F. A unit member has the right to present his own grievance in person and has the right to be represented.

G. A unit member covered hereunder shall, on his request and by appointment, be permitted to examine his departmental or divisional personnel file in the presence of an appropriate supervisor/official of the Department within three (3) business days of the requested review. Another person of his or her choosing may accompany the unit member. When a City-directed work fitness/job performance medical evaluation process is completed, the unit member may request copies of his or her medical information from the City-selected physician. The City must agree to give the City-selected physician authorization to release any/all information to the requesting unit member.

H. No unit member shall have any adverse comments entered into his departmental personnel file without the member being informed by the supervisor. If the unit member requests, he may receive a copy of the adverse comment.

   A unit member may, at his discretion, attach rebuttal statements to any material contained in his departmental personnel file, which may be adverse in nature.

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

J. Consistent with the requirements of A.R.S § 39-128, the City shall maintain as part of a unit member's official personnel record all documents relating to disciplinary actions, including the unit member's response to the disciplinary action, and shall make such records available for inspection and copying as required by public records laws.

Upon written request, a unit member 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 unit member may request to have letters of instruction and counseling statements, which are over one (1) year old removed from the department working file.

K. A unit member 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 status in the investigation, and all known allegations of misconduct involved in the interview of the unit member. In addition, the unit member and/ or the Police Department supervisor/Professional Standards Section representative may 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 unit member shall sign the transcription if it is accurate. For any sustained allegations resulting in a letter of reprimand or higher, the unit member has rights under the Personnel Rules or, where applicable, Title 38 of Arizona Revised Statutes.

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 unit member 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 unit member 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 unit member prior to the beginning of the interview. The unit member shall have the right to retain the notice of investigation for his use throughout the entire course of the interview. A unit member 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 unit member does not record his interview he may request a copy of the investigator's tape(s) if the investigator records the interview, (the unit member provides the tape).

3) If any unit member is told not to speak to anyone regarding an investigation, this admonition does not apply to speaking with an attorney functioning within the attorney-client relationship, or with an Association representative who may discuss the matter only with the Grievance Chair or Association President.

   When the investigation is completed, the accused unit member will be notified in writing of the findings. A unit member under internal or administrative investigation may be reassigned (may include reassignment to his home), 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 unit member being interviewed, a notice of investigation will be issued to the unit member prior to the unit member being questioned about the additional misconduct information.

5) The unit member's immediate supervisor will normally investigate LEVEL 1 complaints, whether generated internally or externally and LEVEL II Class A "First Violation" complaints that result from a complaint of a third LEVEL 1 violation within a one-year period. The Professional Standards Section will normally investigate LEVEL II complaints unless otherwise directed by the Office of the Chief.

6) The Professional Standards Section will normally investigate any complaint that involves extensive manpower and resources that would unreasonably burden a supervisor. Division Commanders may request the Professional Standards Section to conduct an investigation for a variety of reasons. These requests will be routed through the Office of the Chief.

L. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article, (Unit member association representative) but shall not count as time worked any hours or fractions of hours spent outside the unit member's work shift.

M. A unit member who receives a written reprimand may request a copy of the official documentation, if any, supporting the written reprimand.

N. If a polygraph examination is required of a unit member, an Association representative may monitor and observe the preliminary and post examination interview and examination from the monitoring room, if one is available to do so. The results of a polygraph or voice stress examination alone will not be the sole factor for determining truthfulness or on which to impose disciplinary action. A copy of the examination results including charts will be provided to the unit member upon request.

O. Once an employee 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 it relates to non-criminal misconduct by an employee that occurred more than 120 days prior to the date of the immediate 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, which 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 conduct the investigation, unless otherwise directed by the Office of the Chief.

Q. An employee subject to suspension, demotion, or discharge shall be entitled, upon request to a Disciplinary Committee Review Group process as outlined in Rule 5 § 7 of the Personnel Rules. A (02) of this rule is changed to the "CLEA Association President or designee."

The CLEA Association President or designee may not serve on a disciplinary review group if he/she has a direct connection with the matter being reviewed or has any real or perceived conflict of interest. The person will be mutually agreed upon between the Human Resources Director and the CLEA President.

If mutual agreement cannot be reached, the appointment will revert back to the Personnel Rule and will be a member of Employee Council. The grounds for discipline and types of discipline imposed are not grievable matters under this MOU.

Section 1 – 5: **Prohibition of Strike and Lockouts**

A. The Association and the unit 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 Chandler.

B. The Association pledges to maintain unimpaired municipal services as directed by the City. Neither the Association, nor any unit member, 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 unit members covered by this Memorandum.

C. Should any unit 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), 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 officers 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 unit members 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 unit members violating this Article with copies of the written order to be delivered to the Office of the City Manager.

E. Penalties or sanctions the City may assess against a unit 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 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 unit member who believes that he/she has a bona fide grievance to discuss and attempt to resolve it with his immediate supervisor as designated by the City.

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

B. Definition of Grievance

1) A grievance is a written allegation by a unit member, 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 unit member shall reduce his grievance to writing by signing and completing all parts of the grievance form provided by the City and submit it to his immediate supervisor within fifteen (15) workdays days 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 response thereto in writing to the grievant. The parties by written agreement may move the grievance to Step 2 of the grievance procedure.

2) Step 2

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 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 within five (5) workdays after the grievance meeting, the Police Commander shall submit his written response to the grievance to the grievant and the grievant's representative, if any.

3) Step 3

a. If the response of the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance 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 2 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 position and to be represented. Within five (5) workdays of the hearing, the Police Chief or his designee shall submit his 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 designee and the unit member and his representative in an attempt to resolve the grievance. The HR Director or designee shall then submit written recommendations for resolution to the unit member and Police Chief within five (5) workdays of the meeting.

5) Step 4

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 3 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 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 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 designated representative.

D. Time Limits

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 3 of the Procedure. Grievances must be filed and signed by a unit member and the CLEA President, subject to the provisions of this Article.

F. Grievances involving three (3) or more unit members may be filed as a group grievance by the Association. A group grievance shall commence at Step 2 of the Procedure. Group grievances must be filed and signed by the CLEA President, subject to the provisions of this Article.

G. 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.

<u>Section 2 – 2:</u> **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 unit member'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 unit member'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 unit member, such representative shall not lose pay or benefits for meetings mutually scheduled during duty time.

ARTICLE 3: COMPENSATION AND WAGES

Section 3 - 1: **Merit Pay**

For FY16/17 and FY 17/18, the City will fund a merit increase of up to a 5% for eligible unit members, effective on the first day of the pay period in which the date of the unit member's current job classification falls, until the unit member is at the top of the pay grade.

Section 3 – 2: **Longevity Pay**

A. In recognition of continuous service and overall performance, the City agrees to provide the following longevity payment for eligible unit members:

1) A unit member who meets the qualifications specified in this article shall receive annually a longevity payment of two and one-half percent (2.5%) of his or her base pay. This longevity payment is not added to base pay.

2) For FY 16-17, the 2.5% will be paid in two (2) equal installments with the unit member 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 even if the second installment date falls within FY 17-18.

   a. An officer who retires or resigns from City employment after receiving the first installment of this pay but before the second installment is due, shall receive the full amount of the second installment in his/her final check.
   The second installment shall not qualify as compensation for the purposes of Public Safety Retirement contributions.

   b. An officer who is promoted to another position in the City after the first installment of this pay has been paid out but before the second installment is due, shall receive the second installment in accordance with the payment schedule set forth in this section.

3) Beginning in FY 17-18, the 2.5% will be paid in one (1) installment during the pay period of the unit member's date of classification or salary review date. The payment is not considered compensation for purposes of PSPRS.

4) Qualifications:

   a. A unit member must have eight (8) years as a Chandler Police Officer or be at the top of his or her pay range, whichever is sooner.

   b. A unit member must have achieved the overall performance rating as "meets expectations" or better on his or her latest scheduled performance evaluation on file in the Human Resources Department.

B. Unit members who have earned longevity pay and are not at the top of the salary range will be eligible to receive merit plus longevity pay not to exceed 5%.

Section 3-3: **Total Annual Cash Compensation Survey**

Wage increases are to be determined as follows:

1) For the purposes of this section, "Total Annual Cash Compensation" means the following:

   a. the maximum annualized base wages for an individual officer at the top of the pay range (i.e. maximum hourly rate X 2080); and

   b. the annual amount paid by the City in deferred compensation, or equivalent, to an individual officer at the top of the pay range; and

   c. the annual amount contributed by the City towards the retirement health savings plan, or equivalent, for an individual officer at the top of the pay range; and

   d. the annual amount received as longevity pay, or equivalent, by an individual officer at the top of the officer pay range.

2) Human Resources will finalize a Compensation Survey no later than August 1st of each year that compares Total Annual Cash Compensation for eight (8) cities: Chandler, Gilbert, Glendale, Mesa, Peoria, Phoenix, Scottsdale and Tempe ("the Surveyed Cities") based on JIMS data and/or verification from the Surveyed Cities' HR Departments. At the conclusion of the Compensation Survey, the eight (8) cities shall be ranked in numerical order based on Total Annual Cash Compensation with the highest being ranked as number one (1) and the lowest ranked as number eight (8).
   Human Resources shall determine the rank of the City of Chandler in comparison to the ranking of the seven other cities. If the City of Chandler's Total Annual Cash Compensation is ranked at or above the fourth (4th) position in the rankings, no wage adjustments shall be made.

   If the City of Chandler's Total Annual Cash Compensation is ranked below the Total Annual Cash Compensation of the fourth (4th) highest city in the rankings, the top of the Chandler Officer pay scale shall be adjusted by the percentage required for Chandler's Total Annual Cash Compensation to be equal to the midpoint between the Total Annual Cash Compensation of the third (3rd) and fourth (4th) highest cities.

   Unit members' wages shall be increased to correspond with any upward adjustment made to the officer salary range as a result of the annual survey. Any wage increase will become effective on the first day of the next full pay period after the survey data has been accepted and signed by the Association. In the event that the survey results in Chandler's being ranked above the fourth 4th position as defined in this section, Chandler's range will not be decreased.

   Any time an adjustment is made to the maximum pay range for the officer position pursuant to this section, the minimum pay range for the position shall be adjusted by the same percentage increase.

Section 3 - 4: **Field Training Pay/K-9 Pay**

A. Field Training Officers (FTOs) whom the department selects to conduct department-approved officer 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.

B. One K-9 unit trainer, designated by the K-9 Sergeant and approved by the Police Chief to conduct unit approved K-9 training, will receive an additional five percent (5%) of his or her regular rate of pay for every day he or she is assigned to the officially authorized K-9 trainer position.

Section 3 - 5: **Interpreting and Translation Pay**

A. Officers 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. Officers 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 - 6: **Overtime**

A. Overtime is defined as time worked in excess of 40 hours in a 7-day work period for all classes of non-exempt full time unit members. 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. The "hours worked" requirement does not apply to overtime compensation the City is obligated to pay by the specific terms of this MOU or Department regulations (i.e., "contract overtime") for certain activities or situations.
Payment for hours worked on a holiday, as part of the regularly scheduled hours of work, shall be compensated as provided by this Memorandum.

B. Part-time unit members shall be compensated for overtime when the needs of the department require scheduling the unit member to work more than 40 hours in a seven day work period.

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

D. Overtime compensation for non-exempt unit members 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 off for each hour worked.

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

F. For FY 16-17 compensatory time shall not accrue in excess of 90 hours maximum. Beginning FY 17-18 compensatory time shall not accrue in excess of 100 hours.

G. 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 the separation for any reason, including death of the unit member.

3) When authorized by the Police Chief.

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

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

Section 3 - 7: **Court Overtime**

A. When a required court appearance is scheduled, other than normal work hours, overtime is authorized. The unit member will be credited with three (3) hours or the actual number of hours worked, whichever is greater. When court is scheduled within two (2) hours of a scheduled shift, then the actual time of court and preparation for court prior to shift will be paid.

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 - 8: **Jury Duty**

When a unit member 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 his service, in accordance with Personnel Rule 15, Section 15.

Section 3 - 9: **Call-Out Pay**

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

B. Compensation to a unit member who is called out at times other than his regularly scheduled shift will begin at the time the unit member is notified, but not to exceed 30 minutes and shall terminate 30 minutes after being relieved from duty. Where applicable, the travel time shall be paid only if the total work and allowed travel time exceed the minimum call out guarantee. Travel time shall not apply when a unit member is working overtime planned in advance.

C. A unit member 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 unit member shall not be eligible for additional compensation during that period.

D. 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.

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

Section 3 – 10: **Swing Shift and Night Shift Differential Pay**

A unit member shall receive the shift differential pay associated with a particular shift when the unit member actually works that shift. If a unit member is reassigned to a different shift because he or she has suffered an on-the-job injury, the unit member shall continue to receive the shift differential pay associated with the shift to which the unit member was originally assigned until the unit member is released to return to full duty. If a unit member is reassigned to a different shift because of a non-job-related injury or at the unit member's own request, the unit member will receive the shift differential pay, if any, associated with the new shift.

A. A unit member shall receive mid-day shift differential of thirty cents ($.30) per hour in addition to his base hourly rate of pay when working a shift which ends between 2000 hours and 2359 hours.

B. A unit member shall receive swing shift shift differential of fifty cents ($.50) per hour in addition to his base hourly rate of pay when working a shift which ends between 2400 hours and 0359 hours.

C. A unit member shall receive grave-yard shift differential of seventy cents ($.70) per hour in addition to his base hourly rate of pay when working a shift which ends between 0400 hours and 0800 hours.

Section 3 – 11: **Deferred Compensation**

Effective July 1, 2016, the City shall make a deferred compensation contribution as follows up to the I.R.S annual contribution limit:

Employee Contribution	City Contribution
$60 or more per pay period	2% biweekly gross pay per pay period

Effective December 25, 2016, the City shall contribute a deferred compensation contribution as follows up to the I.R.S annual contribution limit:

For unit members with less than 8 years of service as a Chandler Police Officer

Employee Contribution	City Contribution
At least $30 but less than $60 per pay period	1% biweekly gross pay per pay period
$60 or more per pay period	2% biweekly gross pay per pay period

For unit members with 8 or more years of service as a Chandler Police Officer

Employee Contribution	City Contribution
At least $30 but less than $60 per pay period	1% biweekly gross pay per pay period
At least $60 but less than $90 per pay period	2% biweekly gross pay per pay period
$90 or more per pay period	3% biweekly gross pay per pay period

Section 3 - 12: Vacation/Comp Time Buy Back

Unit members will be allowed to cash out up to forty (40) hours of comp time and thirty-five (35) hours of vacation time. This time will be compensated at the unit member's hourly rate of pay and can only be exercised once per fiscal year. The City shall provide a means for the unit member to submit his or her request. The payment will be made the pay period immediately following the request. The maximum number of vacation hours eligible for cash out in FY 17/18 will increase to fifty (50) hours.

ARTICLE 4: HOURS OF WORK / WORKING CONDITIONS

Section 4 – 1: Hours

A. The regular duty hours for a unit member 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.

B. 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. In addition to all duties as assigned by the Chief of Police or his/her designees, work hours shall continue to include under normal conditions two (2) fifteen (15) minute rest periods for use as work demands allow. If work volume and service calls allow, a unit member may combine one 15 minute rest period with the meal period to create an expanded meal period of 45 minutes in length. The expanded meal period may not be used for exercising during the unit member's shift.

C. At times, the department may have operational needs, which necessitate a change in current work schedules. The department shall give a unit member a minimum seven (7) day advance written notice when his 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.

D. A unit member may return to his work station ten (10) minutes before his scheduled end of shift if work demands permit for the purpose of completing required paperwork, notifying oncoming unit members of any beat conditions, and to notify his supervisor of any unusual occurrences he encountered during his shift.

E. Prior to any permanent change of current work schedules the parties will discuss any proposed changes in the Labor/Management Committee setting.

F. When a unit member is off duty or on leave and is contacted by telephone by his or her supervisor for purposes other than callout or a supervisor approves of the making or receiving of the call, the unit member will be paid at time and one-half his or her regular rate of pay for each quarter hour calculated to the nearest quarter hour (over five (5) minutes

goes to the next quarter hour). There will be no compensation for calls under five (5) minutes.

ARTICLE 5: BENEFITS

Section 5 – 1: **Health Insurance**

For the term of this Memorandum the City will pay a minimum of 80% and the unit member will pay a maximum of 20% of the cost of the monthly premium of the City's medical insurance benefit.

Section 5 – 2: **Dental Insurance**

For the term of this Memorandum the City will pay 100% of the dental insurance premium for unit member only coverage; 70% for unit member plus one and 50% for unit member plus two coverage.

Section 5 – 3: **Life Insurance**

The City shall make group life insurance coverage available for every regular or initial probationary unit member who works in a budgetary approved position of 20 hours or more per week at least equal to the unit member's annual salary. Additional life insurance coverage for the unit member, spouse and dependent children shall also be made available. The premiums for this insurance shall be paid by the City or the unit member as determined by the City Council.

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 unit member 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	Hours
0-4 Years	4.7
5-9 Years	5.6
10-14 Years	6.5
15-19 Years	7.4
20+ Years	8.3

C. Unit members who work less than full-time but 1040 hours or more a year in a budgetary approved position shall be credited vacation leave on a prorated basis. The prorated basis shall be established by dividing the number of hours scheduled per week by 40 and multiplying by the accrual rate for a full-time unit member with the same length of service.

D. 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 year and the unit member shall continue to accrue vacation leave.

E. Effective July 1, 2016, unit members who have accrued 240 hours or more of accrued and unused vacation 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 on a bi-weekly basis for the upcoming three

(3) consecutive years. Once the unit member elects to exercise this benefit, it must continue for the full three (3) consecutive years. A unit member may draw down the current 240 hours balance. The vacation leave payout under this section is not compensation for purposes of PSPRS. Unit members in the program prior to July 1, 2016 will be governed under the past MOU for purposes of compensation.

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

A. Vacation credits shall not be allowed to accrue in excess of 240 hours, or the equivalent number of hours computed under the applicable Rule for regular employees who work less than full-time but 1040 hours or more per year in a part-time regular budgeted position, as of the last full pay period with a payday in January.

B. Any vacation credits in excess of 240 hours, or the equivalent number of hours computed under the applicable Rule for regular employees who work less than full-time but 1040 hours or more per year in a part-time regular budgeted position, shall automatically be moved to a vacation carryover accrual balance that must used by June 30th of that same year. Any vacation carryover not used by June 30th, will be forfeited.

C. Employees that elect to forfeit vacation credits in excess of 240 hours or the equivalent as computed under the applicable Rule for regular employees who work less than full-time but 1040 hours or more per year in a part-time regular budgeted position, in lieu of having the hours moved to vacation carryover balance that must be used by June 30th of that same year, shall notify the Human Resources Director in writing of their request.

Section 5 – 5: **Holidays**

A. When possible without decreasing the effectiveness of the various municipal services, all unit members, except temporary unit members and regular part-time unit members scheduled to work less than 1040 hours per year, shall be allowed paid holidays as provided below:

New Year's Day	January 1
Martin Luther King, Jr. / Civil Rights Day	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, unit members 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, unit members 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, unit members shall receive holiday pay equivalent to the number of hours in their regularly scheduled work day.

3) Unit members 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 unit members to return to a regular schedule of five (5) eight (8)-hour days for the week in which the holiday occurs if it does not affect the unit member'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 unit members 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, unit members 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. Unit members who are scheduled to work at least 1040 hours per year and who work 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, unit members 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 unit member works on an observed holiday, the Police Chief has the discretion to determine whether the unit member 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 Unit Member is on Leave or Separates from City Service

1) Unit members 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) Unit members 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) A unit member who is separated from City service when the last day worked is the last working day before a holiday shall not be paid for the holiday.

F. All unit members 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 52 weeks a year and 80 hours of work during the pay period.

B. Every unit member who works a full-time schedule 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. Unit members who work less than full-time, but 1040 hours or more a year in a budgetary approved position, shall be credited sick leave benefits on a prorated basis.
The prorated rate of accrual shall be established by dividing the number of hours scheduled per week by 40.

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

E. Effective July 1, 2016, unit members 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 they earn to be paid to them on a bi-weekly basis for the upcoming three (3) consecutive years. Once the unit member elects to exercise this benefit, it must continue for the full three (3) consecutive year period. After electing to receive this benefit, the unit member may draw down the requisite 1,000 hour balance. The sick leave payout under this section is not compensation for purposes of PSPRS. Unit members in the program prior to July 1, 2016 will be governed under the past MOU for purposes of compensation.

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

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

A. A unit member who has met the requirements for retirement from the City and retires shall have deposited into his or her Retirement Health Savings Account fifty (50%) percent of his or her unused sick leave. Payment will be made at the hourly base rate at time of retirement after verification that the unit member has submitted a retirement application with the appropriate retirement system agency.

B. The beneficiaries of a unit member who dies prior to retirement shall receive compensation for all accrued sick leave at the rate of fifty percent (50%) of the accrued sick leave hours at the unit member'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.

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

D. During the term of the 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 unit members. The Human Resources Director shall assume responsibility for developing citywide training programs for unit members. 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 regular unit members 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 unit members.

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

D. **Seminars/Workshops Training Programs**

1) As fiscal conditions permit, the City supports unit members' 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 unit member shall be provided transportation under the administrative regulation established by Personnel Rule 4, Section 2.

3) If a unit member separates from City service within 12 months of completion of the workshop or seminar, the unit member may be required to reimburse the City for the costs of those workshops or seminars that are primarily designed to enhance a unit member's career. A unit member 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**

When a unit member is temporarily recalled to duty from out-of-state while on an authorized vacation by order of the Chief of Police, 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 unit member will continue to receive uniforms 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 damage in the course and scope of official duties through the Quartermaster.

B. A unit member, who is required to wear civilian attire during the performance of his or her duties, will receive a fiscal year uniform allowance of $600 in July and $600 in February in accordance with Chandler Police Department General Orders.
   Payment will be made through the payroll system and paid in the first full pay period in July and the first full pay period in February.

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 indicated.

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**

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 unit member, unit 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 unit members showing each unit member's City employment date and badge number.

B. Seniority shall be by badge number except when a unit member returns to City employment under the City's Personnel Rule 6, Section 4 (Return to City Employment). Seniority of a unit member rehired under this program shall be calculated by their original date of hire, provided the employee returns to City employment within two (2) years of their resignation. If an officer returns to City employment within two (2) years of resignation, officers retain their badge number. This shall apply to all unit members hired under this City Personnel Rule in the future and retroactively to those hired under the Rule in the past.

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.

D. At the conclusion of the annual shift pick an eligibility list will be created for each patrol team, which will take effect at shift change each year. When a vacancy occurs on a patrol team, the eligibility list will be consulted and the vacancy will be filled from the list. This option is available by seniority and is limited to two (2) potential total movements.

   There is no maximum number of eligibility lists an officer may be on; an officer may add or remove their name from a list at any time. An officer who chooses to use this option to move to a different beat/x-ray assignment within the officer's current team will count as a move for the year.

   An officer may only use the wish list option once during a shift cycle with no movement occurring after September 30.

E. If a unit member requests a hardship transfer, and it is approved by the Chief of Police, the hardship transfer shall take precedence over any requests submitted by unit members to be placed in the available vacancy according to seniority.

Section 6 - 4: **Limited Duty Status**

A unit member, who is injured on the job, may be assigned limited duty status by the employer. Such assignment may be made without regard to the unit member'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 unit member on or about August 1 of each Memorandum year or as soon thereafter as possible. Prior to the printing of the described changes, the Chief of Police or his 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. This Memorandum shall remain in full force and effect beginning July 1, 2016 through June 30, 2018, unless a specific provision of the MOU provides otherwise and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than November 1, 2017, 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. If any section or provision of this Memorandum violates existing Federal, State, or City law, then such law shall supersede such provisions or section.

D. 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.

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

F. The City's rules and regulations, administrative directives, departmental rules and regulations, and work place practices shall govern unit member 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.

G. A Memorandum of Understanding cannot contradict the Meet and Confer Ordinance.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this

_____day of_____, 2016.

City of Chandler

By: _____
Mayor

Attest: _____
City Clerk

Approved to form:

_____
City Attorney

Association Representative

By: _____ #493
Nathan Moffat

(SEAL)

ATTEST: _____