

#56

JUN 25 2009



MEMORANDUM

DATE: June 24, 2009

TO: MAYOR AND CITY COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
DEBRA STAPLETON, DIRECTOR OF HUMAN RESOURCES *DS*

FROM: GREG FRETZ, LABOR RELATIONS ADMINISTRATOR *GF*

SUBJECT: MOU AGREEMENT - CHANDLER LAW ENFORCEMENT ASSOCIATION (CLEA)

The Management and Union Bargaining Teams recommend approval of the attached one-year MOU Agreement.

MEMORANDUM OF UNDERSTANDING

2009 – 2010

CITY OF CHANDLER

AND

CHANDLER LAW ENFORCEMENT ASSOCIATION

REPRESENTING

CHANDLER POLICE OFFICERS

City of Chandler
And
Chandler Law Enforcement Association (CLEA)
MOU Agreement

1. One year MOU agreement July 1, 2009 through June 30, 2010.
2. Regular merit increases will continue per Personnel Rule 3 – Salaries, Section 4, Merit Increases.
3. Article 3 Compensation and Wages, Section 3-1 Wages
A. Effective July 5, 2009, rates of pay shall be decreased by 0.85% and the salary range shall be reduced by 0.85%.
4. On July 5, 2009, CLEA will receive a one-time credit of \$172,891 to divide equally among all bargaining unit members. All bargaining unit members will receive a one-time lump sum check.
5. Article 5. Benefits, Section 5-4, Vacation Leave B shall be changed for unit members with 20 or more years of service, effective July 5, 2009 from 6.5 hours per pay period to 7.4 hours per pay period.
6. Mutual agreements reached by the parties during the meet and confer process will be reflected in the new MOU.
7. No other changes to the current MOU.

City of Chandler: *Gregory E. Fritz*
Date: 6-23-2009
CLEA: *Deanna Rose*

DATE: 4/1/09
TIME: 10:20
PROPOSAL: # C 3

CITY PROPOSAL TO:

CLEA

Section 1-4. Union Member Rights

- B. If a unit member requests, representation will be allowed when the member is the subject of an administrative investigation by Professional Standards Bureau, any Police Department supervisor, or other City employee who is conducting an investigatory interview or interrogation. The unit member may request to have a representative present at an administrative investigation. The unit association representative will attend the above interview/interrogation only as an observer. The employee may make a request for a caucus at the end of the meeting to confer with the association representative. When they return, the employee may ~~raise questions to~~ clarify issues and/or make additional comments. The unit member will obtain the most readily available Association representative. The Association representative will make every attempt to arrive within a reasonable period of time from the time a phone call is made by the unit member to the representative.

DISPOSITION

agreed

CITY

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James R...

DATE

4/1/09

DATE:

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TIME: 11:20 a.m.
PROPOSAL: @ #2

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CITY PROPOSAL TO:

CLEA

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 member 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 prior to one (1) year of resignation, officers retain their badge number.

Seniority shall be used as a factor consistent with established Merit System rules and in the determination of layoffs. Badge number will continue to be used in choice of work assignments and vacation schedules.

DISPOSITION

agreed

CITY

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James Rae

DATE

4/1/09

DATE:

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this _____ Day of _____, 2009.

City of Chandler

Employee Organization Representative

By: _____
Mayor

By: _____
Lombardo Robles

Attest: _____
City Clerk

Approved to form:

(SEAL)

City Attorney *mw*

ATTEST: _____
