

**ORDINANCE NO. 08-705**

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING CHAPTER 33, POLICE DEPARTMENT, TOWN OF CHINO VALLEY, ARIZONA, CODE OF ORDINANCES, BY ADDING A PROVISION RELATING TO MEET AND CONFER PROVISIONS, IN ORDER TO PRESERVE AND ASSURE THE ORDERLY AND CONTINUOUS OPERATIONS AND FUNCTIONS OF THE TOWN OF CHINO VALLEY.**

**WHEREAS**, it is in the best interests of the Town of Chino Valley ("Town") to preserve and assure the orderly and continuous operations and functions of the Town;

**WHEREAS**, a procedural framework for discussions between Town management and Town law enforcement employees and/or their representatives to resolve issues, grievances, and disputes relating to working conditions, wages, benefits and safety regulations is believed to be beneficial and necessary to foster preservation of the orderly and continuous operations and functions of the Town;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

**Section 1.** Chapter 33 of the Town of Chino Valley, Arizona, Code of Ordinances ("Town Code"), entitled "Police Department" is hereby amended by adding a new Section 33.07, entitled "Meet and Confer," as follows:

**SECTION 33.07(A) – FINDINGS AND PURPOSE**

(A) THE TOWN OF CHINO VALLEY ("TOWN") HEREBY FINDS AND DECLARES THAT:

1. THE TOWN HAS A FUNDAMENTAL INTEREST IN THE DEVELOPMENT OF HARMONIOUS AND COOPERATIVE RELATIONS BETWEEN TOWN MANAGEMENT, ELECTED OFFICIALS, ADMINISTRATORS AND THE LAW ENFORCEMENT EMPLOYEES OF THE TOWN OF CHINO VALLEY.
2. RECOGNITION BY THE TOWN OF THE FUNDAMENTAL RIGHTS OF PUBLIC LAW ENFORCEMENT EMPLOYEES TO ORGANIZE, AND FULL ACCEPTANCE OF THE PRINCIPLE AND PROCEDURE OF FULL COMMUNICATION BETWEEN PUBLIC EMPLOYERS AND PUBLIC LAW ENFORCEMENT EMPLOYEES CAN ALLEVIATE VARIOUS FORMS OF STRIFE AND UNREST.

3. THE TOWN, ITS LAW ENFORCEMENT EMPLOYEES AND LAW ENFORCEMENT EMPLOYEE ORGANIZATION, HAVE A BASIC OBLIGATION TO THE PUBLIC TO ASSURE THE ORDERLY AND CONTINUOUS OPERATIONS AND FUNCTIONS OF GOVERNMENT.
4. STRIKES, WORK STOPPAGES, SLOWDOWNS, AND OTHER CONCERTED EFFORTS DESIGNATED TO DISRUPT TOWN SERVICES, ARE CONTRARY TO THE PUBLIC GOOD AND ARE STRICTLY PROHIBITED. PARTICIPATION IN SUCH EFFORTS MAY BE GROUNDS FOR TERMINATION.
5. IT IS THE PURPOSE OF THIS SECTION TO OBLIGATE THE TOWN MANAGEMENT, TOWN LAW ENFORCEMENT EMPLOYEES AND THEIR REPRESENTATIVES, ACTING WITHIN THE FRAMEWORK OF THE LAW, TO ENTER INTO DISCUSSIONS WITH AFFIRMATIVE WILLINGNESS TO RESOLVE ISSUES, GRIEVANCES, AND DISPUTES RELATING TO WORKING CONDITIONS, WAGES, BENEFITS AND SAFETY REGULATIONS. IT IS ALSO THE PURPOSE OF THIS SECTION TO PROMOTE HARMONIOUS EMPLOYER – LAW ENFORCEMENT EMPLOYEE RELATIONS BY PROVIDING A UNIFORM BASIS FOR RECOGNIZING THE RIGHT OF PUBLIC LAW ENFORCEMENT EMPLOYEES TO JOIN, OR REFRAIN FROM JOINING, AN ORGANIZATION OF THEIR OWN CHOICE. ALSO, IT IS THEIR RIGHT TO BE REPRESENTED BY SUCH ORGANIZATION IN THEIR DEALING WITH THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE. ADDITIONALLY, THIS SECTION PROVIDES THAT THE RESULTS OF AGREEMENTS BETWEEN THE EMPLOYER AND ITS LAW ENFORCEMENT EMPLOYEES SHALL BE DRAFTED INTO WRITTEN MEMORANDUMS OF UNDERSTANDING.

**SECTION 33.07(B) – LAW ENFORCEMENT EMPLOYEE GROUP**

1. THERE SHALL BE ONE LAW ENFORCEMENT EMPLOYEE GROUP WITHIN THE TOWN OF CHINO VALLEY. IT SHALL INCLUDE:
  - a. POLICE OFFICERS, FIELD TRAINING OFFICERS, DETECTIVES, SERGEANTS, ANIMAL CONTROL OFFICERS, DISPATCH SUPERVISORS, DISPATCHERS, AND RECORDS EMPLOYEES OF THE TOWN POLICE DEPARTMENT.
2. AUTHORIZED REPRESENTATION OF A LAW ENFORCEMENT EMPLOYEE GROUP SHALL BE DETERMINED BY THE PRESENTATION OF A PETITION, OR SIGNED MEMBERSHIP CARDS, TO THE TOWN MANAGER CONTAINING THE SIGNATURE OF AT LEAST FIFTY PERCENT (50%) PLUS ONE (1) OF THE LAW ENFORCEMENT EMPLOYEES IN THE ABOVE DESIGNATED LAW ENFORCEMENT GROUP. THE PETITION/ MEMBERSHIP CARD SHALL DESIGNATE THE LAW ENFORCEMENT

EMPLOYEE GROUP AND THE LAW ENFORCEMENT EMPLOYEE ORGANIZATION DESIGNATED TO REPRESENT THOSE EMPLOYEES. UPON VERIFICATION OF THE SIGNATURES, THE TOWN MANAGER SHALL DESIGNATE THE NAMED LAW ENFORCEMENT EMPLOYEE ORGANIZATION AS THE OFFICIAL AND EXCLUSIVE LAW ENFORCEMENT EMPLOYEE ORGANIZATION FOR REPRESENTATION PURPOSES PROVIDED FOR BY THIS SECTION. THE DESIGNATED LAW ENFORCEMENT EMPLOYEE ORGANIZATION SHALL HAVE THE RIGHT TO BI-WEEKLY OR MONTHLY DUES DEDUCTIONS, IF APPROVED BY THE LAW ENFORCEMENT EMPLOYEES OF SAID ORGANIZATION.

### **SECTION 33.07(C) -- MEETING AND CONFERRING**

1. THE LAW ENFORCEMENT EMPLOYEE ORGANIZATION THAT HAS BEEN VERIFIED BY THE TOWN MANAGER, MAY SUBMIT A PROPOSAL TO THE TOWN MANAGER RELATING TO WAGES, BENEFITS, SAFETY REGULATIONS AND OTHER WORKING CONDITIONS, BY JANUARY 15<sup>TH</sup> EACH YEAR.
2. UPON RECEIVING A PROPOSAL FROM A VERIFIED LAW ENFORCEMENT EMPLOYEE ORGANIZATION, THE TOWN MANAGER SHALL SUBMIT A WRITTEN RESPONSE TO THE PROPOSAL TO THE LAW ENFORCEMENT EMPLOYEE ORGANIZATION WITHIN THIRTY (30) DAYS.
3. WITHIN TEN (10) DAYS FROM THE RECEIPT OF THE TOWN MANAGER'S RESPONSE, THE TOWN MANAGER AND REPRESENTATIVES OF THE LAW ENFORCEMENT EMPLOYEE ORGANIZATION SHALL BEGIN MEETING AND CONFERRING AT MUTUALLY AGREED UPON LOCATIONS AND TIMES, FOR THE PURPOSE OF ENTERING INTO A WRITTEN MEMORANDUM OF UNDERSTANDING RELATING TO THE PROPOSAL REGARDING WAGES, BENEFITS, SAFETY REGULATIONS, AND/OR OTHER WORKING CONDITIONS. MEETINGS SHALL BE AT LEAST THREE (3) HOURS IN DURATION, UNLESS MUTUALLY AGREED OTHERWISE. MEETINGS SHALL TAKE PLACE IN ACCORDANCE WITH A MUTUALLY AGREED UPON SCHEDULE UNTIL AN AGREEMENT IS REACHED, OR IMPASSE IS DECLARED.
4. THE TOWN MANAGER, OR A DESIGNATED REPRESENTATIVE, AND THE REPRESENTATIVE OF THE LAW ENFORCEMENT EMPLOYEE ORGANIZATION, SHALL REDUCE ANY AREAS OF AGREEMENT TO WRITING AND INITIAL THE SAME. THOSE AREAS IN WHICH AN IMPASSE IS DECLARED SHALL BE OUTLINED AS AREAS IN DISPUTE.
5. ON OR BEFORE MAY 1<sup>ST</sup> EACH YEAR, ALL AREAS OF AGREEMENT, AS WELL AS THOSE AREAS IN DISPUTE, SHALL BE SUBMITTED BY THE TOWN MANAGER TO THE MAYOR AND COUNCIL FOR CONSIDERATION.

THE MAYOR AND COUNCIL MAY ACCEPT, REJECT, OR MODIFY THOSE AREAS OF AGREEMENT. THE MAYOR AND COUNCIL MAY ALSO TAKE WHATEVER ACTIONS THEY FEEL APPROPRIATE WITH REGARD TO THOSE AREAS IN DISPUTE. FINAL ACTION BY THE MAYOR AND COUNCIL SHALL CONSTITUTE THE MEMORANDUM OF UNDERSTANDING FOR THE FOLLOWING FISCAL YEAR(S).

**Section 33.07(D) – AMENDMENTS**

THE PROVISIONS OF THIS SECTION 33.07 SHALL ONLY BE AMENDED, CHANGED, OR ALTERED IN ACCORDANCE WITH APPLICABLE ARIZONA LAW.

**Section 2.** All other Chapters and Sections of the Town of Chino Valley, Arizona, Code of Ordinances, not herein amended, shall remain in full force and effect.

**Section 3.** If any provision in this Ordinance is held invalid by a Court of competent jurisdiction, the remaining provisions shall not be affected but shall continue in full force and effect.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 14<sup>th</sup> day of August, 2008.

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Karen Fann, Mayor

ATTEST:

APPROVED AS TO FORM:

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Jami C. Lewis, Town Clerk

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Musgrove Drutz & Kack, PC  
Town Attorney