

Memorandum Of Understanding

July 1, 2009 - June 30, 2010

Between

SEIU Local 5
Administrative, Clerical &
Technical Unit

And

Labor & Trades Unit
The City of Chandler, Arizona



TABLE OF CONTENTS

Preamble	4
Definitions	5
Article I. Rights	
Sec. 1 – Employee Organization Rights	5
Sec. 2 – City & Management Rights	8
Sec. 3 – Job Security	8
Sec. 4 – Seniority	10
Sec. 5 – Uniform Disciplinary Process	11
Sec. 6 – Personnel Records Review	12
Article II. Labor-Management Relations	
Sec. 1 – Labor-Management Committee	13
Sec. 2 – Health & Safety	14
Sec. 3 – Grievance Procedure	14
Sec. 4 – Prohibition of Strikes & Lock-Outs	17
Article III. Wages & Compensation	
Sec. 1 – Wages	17
Sec. 2 – Deferred Compensation	18
Sec. 3 – Overtime	19
Sec. 4 – Call-Back Pay	19
Sec. 5 – Working Out of Classification	20

Article IV. Hours of Work & Working Conditions

Sec. 1 – Hours of Work	20
Sec. 2 – Hours of Leave	20
Sec. 3 – Reclassifications	21
Sec. 4 – Vacancies	22
Sec. 5 – Light Duty	22
Sec. 6 – Training & Career Development	23
Sec. 7 – Uniforms & Equipment	23
Sec. 8 – Holidays	24

Article V. Benefits

Sec. 1 – Health & Dental Benefits	26
Sec. 2 – Life Insurance	26
Sec. 3 – Workers Compensation	26
Sec. 4 – Health Care Reimbursement Account	26
Sec. 5 – Compassionate/Catastrophic Leave & Short-Term Disability Policies	27
Sec. 6 – Retirement Health Savings Plan	27

Article VI. Miscellaneous

Sec. 1 – Saving Clause	27
Sec. 2 – Copies of Memorandum	27
Sec. 3 – Term & Effect of Memorandum	28

PREAMBLE

WHEREAS, the parties enter this Memorandum of Understanding to provide for harmonious relations, cooperation and understanding in the carrying out of the personnel policy and administration of the City of Chandler, in order to promote excellence in the services provided to the residents of Chandler; and

WHEREAS, the well-being and morale of the employees of the City and the quality of services provided to the residents of Chandler are benefited when employees participate in the formulation of policies and practices affecting the wages, hours, benefits and other conditions of their employment; and

WHEREAS, the parties acknowledge that the provisions of this Memorandum of Understanding 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 and the Service Employees International Union (SEIU) Local 5, having reached this complete agreement concerning wages, hours and working conditions for the term specified, submit this 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.

DEFINITIONS / GENDER

For the purpose of this Memorandum of Understanding (MOU), the following definitions shall apply:

- CITY:** shall mean Chandler City government
- SEIU:** shall mean Service Employees International Union Local 5
- UNIT MEMBER:** shall mean a City of Chandler Administrative, Clerical & Technical unit member and a Labor and Trades unit member identified in the Chandler City Code 2-13.5.

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.

Article I. RIGHTS

Section 1-1: EMPLOYEE ORGANIZATION RIGHTS

- A. SEIU Arizona Local 5 is the authorized Meet and Confer representative for the purpose of representation regarding wages, hours, benefits and other conditions of employment, for all regular full-time and regular part-time non-initial probationary, non-supervisory employees in the Administrative, Clerical & Technical bargaining unit and Labor and Trades bargaining unit. SEIU will equally and fairly represent all employees in the unit.
- B. SEIU may designate representatives and shall notify Labor Relations in writing of such designations and re-designations. The City will not change or adjust an employee's permanent regular work schedule or assignments solely as a result of such designation, however at SEIU's request and with mutual agreement of the City, SEIU and the employee, modifications shall be made in designated representative work schedules and assignments in order to accommodate for the time needed to fulfill designated representative responsibilities.
- C. During the term of this Memorandum of Understanding, SEIU bargaining unit members will also be released from duty with full pay and benefits when participating as the authorized SEIU representative(s)/appointed designee in any committee or task force (as outlined in Article II, Section 2-1:D) established by this Memorandum of Understanding; this provision also includes official City task force or committee meetings to which an employee has been assigned. SEIU representatives, including union representatives, shall be released from duty with

full pay and benefits to provide employee representation in any grievance hearing or disciplinary meeting with an employee if requested by the employee. It is the responsibility of the SEIU representative or designee to notify their immediate supervisor prior to leaving an assigned worksite for the purpose of conducting any Union/Union or City/Union business. Employees will not be compensated when such duties described in this section occur outside their normal work shift.

- D. During the term of this Agreement, the City will provide up to 2,175 hours annually to be utilized by SEIU representatives as authorized by SEIU for the purpose of conducting union-related business. Any hours not utilized shall be rolled over to the following year and used as authorized by SEIU, but the total number of cumulative hours for SEIU representatives shall not exceed 3,000.
- E. The City shall furnish quarterly, or as requested, a listing of all bargaining unit members and of SEIU members on City payroll deduction for union dues. Included with each employee's name shall be the employee's current job assignment, work location, and home mailing address. SEIU agrees to use this list solely for purposes of communicating with bargaining unit members and will not share this information with other individuals or organizations.
- F. The City agrees to deduct membership dues, fees and assessments as authorized in writing by employees and to transmit such amount to SEIU no later than the fourteenth (14th) day following the end of the pay period in which the deduction occurs. Membership dues will be deducted from all twenty-six (26) paychecks of SEIU members only when the employee's earnings for such pay period are sufficient after other legally required deductions are made. SEIU reserves the right during the term of this agreement to increase the amount withheld for all employees pursuant to any generalized dues increase passed according to the SEIU Constitution or the Local 5 bylaws and agrees to give the City notice of any such increase; any cost for implementing such changes shall be reimbursed by SEIU at actual cost incurred by the City.
 - 1. The City assumes no liability on account of any action taken pursuant to this section. The City will, as promptly as technically possible, implement corrections brought to its attention. SEIU agrees to indemnify, defend and hold the City harmless for taking action in conformance with this section.
 - 2. Authorization for membership dues deductions hereunder shall remain in effect during the term hereof unless revoked in writing by the employee, after the first year of the MOU. The City shall accept revocation of deductions only during the annual open enrollment period beginning July 1 and ending July 31 of each MOU year to be effective the following payroll period. The City will notify SEIU by e-mail of any revocations of authorizations for membership deductions or other supplemental union deductions within three (3) business days of receipt.

3. An employee may request in writing that the City deduct from his/her paycheck a voluntary contribution of \$3.50 or \$5.00 per pay period. This contribution may be started or stopped at any time, but once stopped the employee may not request another contribution until the following MOU year.
- G. SEIU representatives shall be allowed reasonable contact with employees on City grounds and facilities, so long as such will not interfere with any work operation or the safety and security of any worksite. International and Local representatives will check in with the appropriate supervisor and will be required to conform to the safety regulation of the worksite.
- H. The City shall provide SEIU with space for bulletin boards of up to 4' by 3' (width by height) for the exclusive use of SEIU in mutually agreeable locations in areas frequented by employees in each main facility where unit members are employed. Authorized SEIU representatives shall have the sole and exclusive right to post any notice of activities and matters of SEIU business on these bulletin boards which is not in violation of any City law or abusive of any person or organization. SEIU may grieve any removal by the City of posted material.
- I. In order to foster good communications among represented employees, the City shall post the approved Memorandum of Understanding on the City's Human Resources internet page and intranet page under Labor Relations.

In recognizing the Union's responsibility to represent all of the employees of the represented bargaining units, SEIU may send meeting notices, and announcements, via the City's e-mail system and bulletin board updates via the City's inter-departmental mail system.

Additionally, SEIU may send via the City's e-mail system and the City's inter-departmental mail system messages related to City business of which SEIU is a participant. Examples of such City business include but are not limited to Labor-Management meetings, and other projects and committees that are a joint effort of both the City and the union.

- J. SEIU shall have the right to a half-hour during New Hire Orientation on City time of all new permanent bargaining unit employees and to present SEIU materials to newly hired employees during such orientation.
- K. The City shall not unreasonably deny SEIU requests for unpaid leaves of absence of up to 12 months for unit employees to engage in SEIU business.
- L. Annually, beginning in August, the Union and Labor Relations will hold a four (4) hour training/discussion session to facilitate the familiarization of the terms of this MOU and discuss other labor relations issues. Elected union representatives and/or appointed designees will attend this meeting as well as invited supervisors and/or appointed City designees.

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 municipal services and the workforce performing those services. The City retains all rights not specifically limited by this memorandum of understanding.
- B. It is the right of the City to determine the purpose of each of its departments, agencies, boards and commissions, and to set standards of service to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the City to direct its employees, take disciplinary actions, relieve its employees from duty because of lack of work or for legitimate reasons, determine whether goods or services shall be made, purchased or contracted for, and determine the methods, means, and personnel by which the employer's operations are to be conducted. The City has the right to take all necessary actions to maintain uninterrupted service to the community. The Mayor and City Council may, at their option and sole discretion, direct the City Manager to consult with the City's employees, or their authorized representatives, about the direct consequences that decisions on these matters may have on wages hours, and working conditions. The enumeration of the above rights is illustrative only and is not to be construed as being all-inclusive.
- C. The City's rules and regulations, administrative directives, departmental rules and regulations, and work place practices shall govern employee relations unless there is a specific conflict with this memorandum of understanding. Where a specific conflict exists, the memorandum of understanding shall govern.
- D. This Memorandum of Understanding cannot contradict the Meet and Confer Ordinance.

Section 1-3: JOB SECURITY

In the unlikely event that during the term of this agreement the City anticipates a possible layoff of bargaining unit employees, the possible contracting out of any bargaining unit work, or the curtailment of bargaining unit services provided to the citizens of the City of Chandler, the following provisions shall apply:

- A. Notification to SEIU: The City shall advise SEIU in a timely fashion, in no case less than 60 days prior to layoff of bargaining unit members or the issuance of a Request for Proposals, of its intent to lay-off unit members or of recommendations for

contracting of work presently being performed by unit members which would result in a reduction in the number of permanent unit positions. SEIU may request an opportunity to discuss these recommendations and to consider alternatives in the Labor-Management Committee prior to any final recommendation to the City Council. The City Manager shall inform the City Council of SEIU's position on such recommendations. Failure by the City to notify SEIU under this article may be subject to the grievance procedure of this MOU. The management recommendations and final decision by the City shall not be subject to the grievance procedure of the MOU.

- B. Alternatives to Layoff: In lieu of layoff, qualified employees will be given the opportunity to transfer to vacant City positions in the same classification or demote to lower classifications in accordance with the Personnel Rules. Any temporary employee including those hired through a temporary employment agency performing bargaining unit work will be laid off before bargaining unit employees are laid off in a similar job classification.
- C. Notice to Employees: A minimum of thirty (30) calendar days' notice shall be provided to any employee subject to layoff. The notice of layoff shall specify the reasons for the layoff and inform the affected employee of his or her bumping rights as well as recall rights. A copy of the layoff notice shall be provided to SEIU.
- D. Seniority: Seniority shall be defined as the length of continuous service after date of initial hire with the City of Chandler. In the event of any layoff of bargaining unit members, the employees affected shall be in reverse order of seniority.
- E. Layoff: When a position has been abolished due to reorganization, lack of funds, lack of work, or in accordance with Personnel Rule 2, Section 6, or a position must be used to provide work for an employee demoted during promotional probation, then the employee occupying such position shall be laid-off.
 - 1. A laid-off employee may request, in writing, to be placed in a position of the same classification in any City department. An employee in the same class who has the least seniority with the City shall be laid off and the laid off employee with the greater seniority will be placed in the position.
 - 2. When no position of the same class exists within the City or all employees in the class have greater seniority than the laid-off employee, the employee may request, in writing, to be placed in a lower class. The lower class may be in any department of the City. When such a request is made, the employee shall be placed in a lower class if the person had been employed by the City at any time in the class, or the person meets all the minimum requirements for the class.
 - 3. When the laid-off employee meets the requirements to be placed in a lower class, an employee in the class who has the least seniority with the City shall be laid-off and the laid-off employee with greater seniority placed in the position.

- F. Layoff Register: The City will maintain a layoff list; names of laid-off employees, and employees electing a demotion in lieu of layoff, shall be kept on the layoff list for two (2) years. A layoff register is one which includes the names of persons who were laid-off from a class pursuant to these rules, and whose names were placed on the register by the Human Resources Director after written request by eligible applicants. The City shall provide the required form for requesting inclusion on the layoff register upon notifying the employee of their being laid off. Layoff registers are maintained in seniority order relative to the length of service of the former employee.

An employee who has been appointed to a position in a lower class as a result of a layoff action may be placed on the layoff register for the higher class or classes formerly held. An employee returning to a higher class under these conditions shall not be considered to be promoted. When a vacancy occurs in the classification from which an employee has been laid-off or demoted in lieu of a lay-off, notice of such vacancy will be sent to employees on the lay-off list. The vacancy will be offered to employees on the lay-off list in order of seniority before the City recruits applicants for the position. Employees who are eligible for recall shall be given at least fourteen (14) calendar days' notice of recall; notice of recall shall be sent to the employee by certified or registered mail with a copy to SEIU. If an employee is recalled to a position in a lower-rated job classification, he or she shall retain the right to return to the job classification he or she held prior to being laid off, in the event it subsequently becomes available within two (2) years of the recall date.

Section 1-4: SENIORITY

- A. Seniority shall be defined as the length of continuous service after date of initial hire with the City of Chandler. For purposes of layoff, seniority shall include any approved leaves of absence.
- B. "In the event that the City of Chandler has to lay off bargaining unit employees, and the employees choose to utilize the "bump" option to another classification, the employee's City seniority date with the City of Chandler will determine practices concerning vacation, overtime, scheduling and shift selection."
- C. Any unit member who is ordered to active military duty shall continue to earn creditable service time for seniority during the period of such active duty as per the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 1-5: UNIFORM DISCIPLINARY PROCESS

- A. An employee subject to discipline or discharge shall be entitled, prior to the imposition of that discipline or discharge, to a notice which states the specific reasons for the proposed discipline, with sufficient specific information to enable the employee to understand the reasons; to the right to respond either orally or in writing; and to representation.
- B. Unit members have the right to be represented by SEIU and to have an SEIU representative present during the disciplinary process, including at any meeting or work-related reprimand which the member reasonably believes could and/or would result in disciplinary action being taken against that member. The disciplinary process does not apply to an interview of an employee during the normal course of work, counseling, instruction, informal verbal admonishment or other routine or unplanned contact with a supervisor. The unit member will have a reasonable amount of time to obtain union representation.
- C. An employee subject to suspension, demotion or discharge shall be entitled, upon request, to a Personnel Fact-Finding Group meeting as outlined in Rule 5, Section 6 of the Personnel Rules. A (02) of this rule is changed to the "SEIU President or designee". The SEIU President or designee may not serve on a fact finding group if he/she has a direct connection with or works in the same department as the employee who's appeal is being heard. Prior to imposing a demotion or discharge, except in egregious circumstances, the City will implement progressive discipline steps, including (a) verbal counseling, (b) written counseling, (c) written reprimand, (d) suspension. An employee may not be disciplined or discharged without just cause.
- D. Any disciplinary action against an employee shall be initiated no more than fifteen (15) workdays from the date the City knows of the alleged conduct after diligent and timely investigation except for conduct which would constitute the commission of a crime. Initiation of discipline for the purposes of this provision is the date of the administrative charging letter or notice.
- E. In the event of a search of an employee locker or personal property, an authorized union representative will be present unless the union representation is declined by the employee.
- F. Wherever possible, the City shall offer training or other alternatives to discipline when it involves performance issues to assist with a unit member's improvement. This provision shall not be subject to the grievance procedure of this agreement.
- G. All unit members shall have the right to participate on behalf of or engage in activities on behalf of SEIU and have the right to refrain from such activity. Employees shall be free from any interference, restraint, or coercion by any employee, supervisor or manager in the exercise of such right. Violations will necessitate disciplinary action.

- H. If an employee is placed on a performance improvement plan, the employee shall be entitled to a written plan of action by the employee's supervisor. The plan of action may include, mentoring, training, improvement options, and/or goals. There should be regularly scheduled meetings (minimum monthly) with the supervisor to assess performance, and progress will be documented in writing.

Section 1-6: PERSONNEL RECORDS REVIEW

- A. Only one (1) official personnel file shall be maintained on any single unit member. The official file shall be located in the Human Resources Department unless another location is designated and the member notified in writing. Each member shall have the right to review the contents of his/her official Human Resources or Department file upon request. Nothing may be removed from the file by the member, but copies of the contents shall be provided to the member at his/her request. Copies in excess of 100 pages shall be at a charge of 10 cents per page.
- B. With the written permission of the employee, a representative of the Union may review the member's official Human Resources or Department file and obtain copies of the contents upon request. Copies in excess of 100 pages shall be at a charge of 10 cents per page.
- C. A member shall have the opportunity to review, sign and date any and all material prior to its inclusion in the official Human Resources or Department file except routine matters chronicling job and pay changes. The member may also attach a response to such materials within thirty (30) days of receipt. All material in the file other than routine matters chronicling job and pay changes must be signed and dated by the author. The City may transmit documents to the employee at the employee's last known address by means of U.S. mail or hand-delivery, except disciplinary notification, which must be sent by certified mail when the employee is on leave.
- D. The employee may include in their official personnel file material relevant to his/her performance of assigned duties and/or relevant to professional development.
- E. Documents relating to disciplinary actions, including written letters of reprimand, demotions or suspensions, which are three (3) or more years old shall not be considered for any promotion, transfer, disciplinary or other corrective action. Should the same or similar infraction occur within three years of the original, the new discipline may refer to the original. The records of the most recent discipline are valid for three years.

Counseling forms or memos are not disciplinary actions and shall not be placed in the official Human Resources file. .

- F. Any public request for documents relating to an employee's employment shall be

communicated promptly to the employee. Confidential personal information shall be redacted prior to such submission, including the following:

- Address
- Phone number
- Social Security number
- Any personal account numbers
- All family member information

Article II. LABOR-MANAGEMENT RELATIONS

Section 2-1: LABOR-MANAGEMENT COMMITTEE

- A. There shall be a Labor-Management Committee consisting of up to eight (8) representatives of SEIU from the Labor & Trades and/or Administrative, Clerical & Technical employee groups and up to eight (8) representatives of the City, and an additional representative of SEIU and the City's Labor Relations Administrator who shall be the chairpersons. The City of Chandler will post on Chanweb the agenda(s) and minutes of the Labor-Management Committee meetings once they are provided by SEIU. The purpose of the Committee is to facilitate positive labor-management relationships by providing a forum for free and informal discussion of mutual concerns and problems, which may include discussion of the implementation of major new programs or substantial modifications of existing major department programs that will have a significant impact on service delivery, work schedules, or duties.
- B. The Committee shall meet quarterly or at the request of either party, at mutually agreed upon times. Departmental Labor-Management committee meetings may be held by mutual agreement.
- C. SEIU representatives who are unit members shall not lose pay or benefits for meetings mutually scheduled during duty time.
- D. During the term of this MOU the Labor-Management Committee will discuss:
 - Service compensation issues
 - Holiday issues
 - Training & career development issues
 - Wage, compensation and reclassification issuesAnd will convene:
 - A Health Care Taskforce
 - A Vacation Accrual Taskforce

Section 2-2: HEALTH & SAFETY

- A. The City of Chandler acknowledges its responsibility to provide safe, healthful work environments for City employees and users of City services. Every employee has the right to safe and healthful working conditions. Every employee acknowledges they have a responsibility to work in a safe manner and follow the safety rules and regulations. Upon request of SEIU, the City will meet with SEIU to discuss and address safety concerns relating to the facilities where employees are assigned to work. If the representative of the SEIU is a unit member, such representative shall not lose pay or benefits for meetings mutually scheduled during duty time.

- B. Where the unit member has a good reason to believe that a work assignment presents health and safety risks outside those normally associated with the work which may harm his life or limb, he/she may refuse to begin or continue a work assignment until reviewed by the Safety Administrator or their designee. These incidents will be investigated by the Safety Administrator or their designee. Employees shall not be subject to discipline or retaliation for exercising this right unless it is determined by the Safety Administrator or their designee that the employee's refusal was not based on a good-faith belief of a threat to health or safety.

Section 2-3: GRIEVANCE PROCEDURE

A. Purpose

- 1. The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, swift and equitable resolutions to problems that may arise and are subject to review under this procedure.

- 2. As a matter of good labor-management relations, the parties encourage a unit member who believes that he has a bona fide grievance to discuss and attempt to resolve it with his immediate non-unit supervisor. If such informal discussion is held and does not resolve the grievance, the unit member may file a formal grievance in accordance with the procedure outlined in Section C.

B. Definitions

- 1. A "grievance" is a written allegation by a grievant, submitted as herein specified, claiming violation(s) of the terms of this Memorandum. Any grievance shall include the basis and date of the grievance as known at the time of submission, the section(s) of the MOU which the grievant believes has been violated, and the remedy or solution being sought by the grievant.

- 2. A "grievant" shall be any unit member or, if the grievance involves 3 or more

unit members, a group grievance filed by SEIU Local 5.

3. "Workdays" shall mean Monday through Friday, not including holidays observed by the City.

C. Procedure

1. Step 1

The unit member shall reduce his grievance to writing by signing and completing all parts of the grievance form provided by SEIU and submit it to his immediate non-unit supervisor within fifteen (15) workdays of the occurrence being grieved or the date when the grievant knew or reasonably should have known. 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 II of the grievance procedure.

2. Step 2

If the written response of the immediate non-unit supervisor does not result in a resolution of the grievance, the grievant may appeal the grievance by presenting it to the Division Manager within five (5) workdays of the grievant's receipt of the supervisor's response. Unless mutually agreed otherwise, the Division Manager shall hold a meeting at which the grievant shall be afforded the opportunity to fully present his position and to be represented. Within five (5) workdays of receipt of the grievance, or after the grievance meeting, the Division Manager shall submit his response to the grievance to the grievant and the grievant's representative, if any.

3. Step 3

- a. If the response to the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance by presenting it to the Department Director within five (5) workdays of the grievant's receipt of the Step 2 response.
- b. The Department Director 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 Department Director or his designee shall submit his response to the grievant and the grievant's representative, if any.
- c. By mutual agreement, the parties may combine steps 3 and 3.5.

Step 3.5 Grievance Mediation Step

If the grievance remains unsettled, within fifteen (15) calendar days the parties shall engage in non-binding mediation. The mediator will be one of the commissioners from the Arizona office of the Federal Mediation and Conciliation Service.

4. Step 4

- a. If the response of the Department Director does not result in resolution of the grievance, the grievant may, within five (5) workdays of the Step 3 response, appeal the grievance by presenting it to the Grievance Committee. The Grievance Committee shall be composed of:
Chairman – A City employee designated by the City Manager.
Secretary – Labor Relations Administrator or designee.
Member – President of SEIU Local 5 Chandler Chapter or 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 SEIU Local 5 jointly so elect, in writing within ten (10) workdays, 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 ten (10) 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 cost 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 Section 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. SEIU Local 5 may, in its own name, file a grievance that alleges violations by the City of the rights accorded to SEIU by the specific terms of the Memorandum. SEIU shall file such grievance at Step 3 of the procedure. All other grievances must be filed and signed by a unit member, subject to the provisions of this Article.
- F. Employer grievances, should they occur as a result of official SEIU activities or actions, including the failure to act as required under this agreement, will be presented directly to the President of SEIU Local 5 Chandler Chapter within ten (10) days of the occurrence prompting the grievance. The President shall in each case provide a written answer within five (5) days from receipt of the grievance.

Section 2-4: PROHIBITION OF STRIKES AND LOCKOUTS

- A. The parties acknowledge it is contrary to the public interest and a threat to the public health and safety and unlawful for any City employee directly or indirectly to instigate, institute, encourage, authorize or participate in a strike, cessation of work, slow-down or other form of work interruption, and any City employee who participates in any way in such activity or supports it shall abandon and terminate his/her employment and no longer hold such position or be entitled to any of the rights of emoluments thereof.
- B. SEIU Local 5 pledges to maintain unimpaired municipal services as directed by the City.
- C. During the term of this MOU the City will not lock out unit members.

Article III. WAGES & COMPENSATION

Section 3-1: WAGES

A. Effective July 5, 2009, rates of pay shall be decreased by 0.95% for merit eligible employees only

All classifications salary ranges shall be reduced by 0.95% as of July 5, 2009, topped-out employees will be redlined above the new maximum until the maximum of the range is the same as their wage rate.

B. Shift Differential:

Effective 7/8/07, the differential rate of pay for employees working shifts that end:

- From 8:00 p.m. to 11:59 p.m. shall be an additional \$0.30 per hour
- From 12:00 a.m. to 3:59 a.m. shall be paid an additional \$0.50 per hour
- From 4:00 a.m. to 7:59 a.m. shall be paid an additional \$0.70 per hour

Effective 7/8/07, the differential rate of pay for employees working shifts that begin:

- From 11:00 p.m. to 3:00 a.m. shall be an additional \$0.70 per hour.

An employee is eligible for no more than one shift differential per shift.

C. Reconciliation of Pay Grades

A variance in pay rates that may exist between employees in the Labor and Trades bargaining unit and the Administrative, Clerical and Technical bargaining unit in comparable pay grades shall be reconciled by raising the minimum compensation amount to the higher amount effective 7/8/07. The top of the pay grade shall also be raised to the higher amount effective 7/8/07.

All other employees, i.e., those not at the minimum are eligible to receive a merit increase on his/her normal merit date of classification.

D. Merit Pay

- a. The City will continue current practice of up to 5% merit increase, applied on the date of the unit employees' current job classification until the unit member is at the top of his pay grade.

Section 3-2: DEFERRED COMPENSATION

- A. Beginning July 5, 2009, the City shall contribute a matching deferred compensation credit of up to \$10 per pay period toward the deferred compensation of any

participating member or up to \$15 per pay period for employees with 10 or more years of service, as follows:

<u>Employee contribution</u>	<u>City match</u>
At least \$5 but less than \$10 per pay period	\$5 per pay period
\$10 or more per pay period	\$10 per pay period
\$15 or more per pay period (employees with 10 or more years of service only)	\$15 per pay period

Section 3-3: OVERTIME

- A. An employee's request to be compensated for overtime hours worked either with pay or with compensatory time will not be unreasonably denied. In the event such request is denied, the responsible manager will document his/her reasons for denial in writing upon employee's written request. This provision shall not be subject to the grievance procedure but may be discussed in the Labor-Management Committee.
- B. The City will provide a reasonable amount of advance notice prior to requiring an employee to work overtime, unless an emergency situation precludes advance notice.

Section 3-4: CALL-BACK PAY

- A. Unit members called back to work after leaving City facilities upon completion of their regular shift shall receive a minimum of two (2) hours' pay at one and one-half (1½) times their regular rate of pay.
- B. Unit members called by a supervisor or by a co-worker with supervisor approval to consult about work after completion of their regular shift will be paid at time and one-half (1½) the regular rate of pay for each quarter hour, calculated to the next highest quarter hour (five (5) minutes goes to the next highest quarter hour). There will be no compensation for calls under five (5) minutes.

*Provisions of C & D only apply to Labor and Trades bargaining unit.

- C. If an employee works 8 straight hours or more but less than 12 straight hours after a normal shift or before the start of the next shift, the employee will be allowed to leave work and return home for the first half of the normal shift on paid City time. The employee is then responsible for returning to work for the second half of the normal shift. The employee may request to work the first half of the shift and return home the second half on paid City time with supervisor approval, only if work can be accomplished in a safe and effective manner.

If an employee works 8 straight hours or more but less than 12 straight hours after the employee's normal shift or before the start of the employee's next shift, and prefers not to return to work, the employee may use vacation or comp time to cover

the remaining unpaid half shift. With supervisor approval, an employee may request to cover a portion of their remaining half shift using vacation or comp time.

D. If an employee works 12 hours after an employee's normal shift or before the start of the next shift, the employee will be allowed to leave work and return home for the employees normal shift on paid City time.

E. Provisions of C & D apply only if the employee is scheduled to work the next calendar day.”

C.

Section 3-5: WORKING OUT OF CLASSIFICATION

Current practice on payment for temporary detail will be changed to entitle employees to higher-class pay for assignments anticipated to last one (1) pay period or longer.

Article IV. HOURS OF WORK & WORKING CONDITIONS

Section 4-1: HOURS OF WORK

- A. The standard workweek for all unit members shall be forty (40) hours. The parties agree to hold a Labor-Management Committee meeting to discuss alternate work schedules at the request of either party.
- B. Except for emergency situations, any proposed changes to the regular work schedule or shift schedule of a unit member(s) shall be communicated to the Union and to the affected unit member(s) and shall be discussed in a Labor-Management Committee meeting at least 30 calendar days prior to implementation. The requirements of this paragraph may be waived by mutual consent.
- C. Under normal conditions, a unit member shall have each workday two (2) paid fifteen (15) minute rest breaks.
- D. Unit members will not be required to flex their work hours to avoid the paying of overtime, except by mutual agreement, the supervisor and the employee may agree to allow the flexing of hours during a work week.

Section 4-2: HOURS OF LEAVE

- A. The City will continue the existing vacation, holiday, bereavement and sick leave policies except as modified in this section.
- B. Each employee shall receive bereavement leave hours consistent with his or her work shift hours. Bereavement leave does not need to be used consecutively, upon supervisor approval. Immediate family members include mother, father, spouse, child, brother, sister, grandfather, grandmother, grandchild, or person serving in loco parentis of either the employee or the employee's spouse.

Section 4-3: RECLASSIFICATIONS

- A. Any proposed job description changes to bargaining unit positions shall be communicated to SEIU and to affected bargaining unit members and shall be discussed in a Labor-Management meeting at least 15 business days prior to implementation. Additionally, at SEIU's request, a Labor-Management Committee will meet to review the duties, responsibilities and qualifications of bargaining unit positions.
- B. If, during the term of this agreement, the City conducts a reclassification study, SEIU shall be entitled to participate in the planning of this reclassification study, and findings of the study shall be reported to the Labor-Management Committee.
- C. A unit member whose position is reclassified to a higher salary grade shall receive at least a 5% increase. Department Directors may authorize up to a 10% increase in the base rate of pay. No salary increase shall be less than the minimum or more than the maximum of the new salary grade. An employee whose position is reclassified to a class at the same or lower salary grade shall continue to receive the same base rate of pay; however, if the employee's current base rate of pay is higher than the maximum of the lower salary grade, the employee will not be eligible for increases in base pay until the maximum of the salary range reaches the employee's existing salary including general salary adjustments.
- D. A unit member shall not be required to serve a new probationary period if the employee is assigned to a new class or is transferred to a like or similar position as a result of a reclassification of the employee's current position.
- E. If a department has refused or not provided written feedback on the status of an employee's written request for a job reclassification review for a period of greater than 45 calendar days; SEIU may initiate a job reclassification request directly to the Human Resources Director by submitting SEIU's written notification of their intent to the employee's supervisor with a copy to the Department Director.

All written requests submitted by SEIU will include the following information:

- A full description of new duties and responsibilities (Position Description Questionnaire).

- A full explanation of why the union feels the position(s) should be reclassified including internal and external considerations.
- A list of comparative positions/classifications that led to the request.
- Such information as is normally considered relevant to a classification review.

The Human Resources Division will make every effort to review the request in a timely manner, based on citywide priorities, and will advise the employee, supervisor, and SEIU of their findings.

Section 4-4: VACANCIES

- A. When the City seeks to fill a regular permanent or a regular part-time bargaining unit vacancy, the City must use the following procedure:
1. All SEIU Job Classifications will be posted internally for 5 business days. The City will review the applications to determine if there is a need to perform an external recruitment. Postings will be publicized by posting announcements on official bulletin boards. The posting shall specify the title and salary of the class; the nature of the work to be performed; the qualifications required and preferred for the performance of the job; the manner of making application; shift, hours, work location, and other pertinent information. The job description used must be the same as the one on file in the Human Resources Department at the time of the vacancy.
 2. Vacancies in bargaining unit positions shall be filled first from the layoff register and shall then follow the normal process in the Personnel Rules.
- B. The parties shall discuss in the Labor-Management Committee the considerations, criteria, and process for determining the most qualified candidates for bargaining unit positions.

Section 4-5: LIGHT DUTY

- A. Any unit member medically restricted to light or modified duty due to illness or injury on-the-job or off-the-job, will be eligible for light duty assignment under the procedure outlined in Administrative Regulation CC Reg. MS-35.
- B. The parties agree to discuss light duty issues in the Labor-Management Committee setting.
- C. The City shall notify SEIU of the disposition of every bargaining unit case of light or modified duty requested.

Section 4-6: TRAINING AND CAREER DEVELOPMENT

- A. The City of Chandler supports the training, education and career development of City employees.
- B. The parties agree to jointly support the inclusion of City employees in future local, state and federal training and retraining programs.
- C. The parties recognize that training programs promote efficient and cost-effective public service. The parties agree to discuss these programs and issues in the Labor-Management Committee setting.
- D. The City shall provide the training and education necessary to maintain certifications needed to perform an employee's current job.

Section 4-7: UNIFORMS AND EQUIPMENT

- A. The City will maintain the current uniform policy for bargaining unit employees who are required to wear City uniforms.
- B. The Police Department will provide \$100 per year to all bargaining unit employees in the Police Department who are required to wear uniforms and boots as a required part of that uniform.
- C. For Administrative, Clerical, & Technical bargaining unit employees in other City departments who are required to wear safety shoes, the City will provide a \$140 voucher and one additional \$60 voucher after 6 months to purchase another pair of safety shoes. Replacement clothing or footwear due to work-related damage shall be paid upon supervisor approval.
- D. Any Labor & Trades unit member required to wear a City uniform will be provided a two-week supply of uniforms, laundering, ironing and repair services, and vouchers for two pairs of safety footwear (up to \$140 each) per year. Replacement clothing or footwear due to work-related damage shall be paid upon supervisor approval. Members receiving purchased clothing or shoes, cleaning services or other clothing and/or tool allowances will continue to receive these allotments.
- E. During the term of this Memorandum of Understanding the Parties agree to discuss and review, within the framework of the Labor-Management Committee established by this M.O.U., the City's policies for the provision of equipment to bargaining unit employees.
- F. The City shall notify employees and SEIU Local 5 and discuss in the Labor-Management Committee setting any changes to current uniform policies at least 30 days prior to implementation.

Section 4-8. 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 ten (10) observed paid holidays and one (1) personal holiday. The observed holidays shall be provided as follows:

New Year's Day	January 1
Martin Luther King Jr/Civil Rights Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25
Personal Holiday	

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

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

1. Except as provided in Section 4-8C(5), full-time unit members shall receive 8 hours of paid time off on a holiday when the holiday falls on a regularly scheduled workday.
2. In addition, such unit members working an alternative work schedule of other than 8 hours, 5 days a week, may take available vacation leave or compensatory leave on the holiday to equal the number of hours normally worked on that day. Flex time may be used with supervisor approval.
3. Except as provided in Section 4-8C(5), when a holiday falls on a non-scheduled work day, unit members shall be provided 8 hours of paid time off on an alternate day during the pay period. When operational requirements do not permit an alternate day off in lieu of the official holiday, non-exempt unit members will receive 8 hours of holiday pay. Full-time unit members working an alternative work schedule of other than 8 hours, 5 days a week, may take available vacation leave or compensatory leave on the alternate day to equal the number of hours normally worked on the holiday. Flex time may be used with supervisor approval.

4. Regular part-time unit members who are scheduled to work at least 1040 hours per year shall be provided paid time off for the holidays on a prorated basis. The prorated basis shall be calculated based on the position's number of budgeted hours.
5. Department Directors have the discretion of requiring unit members to return to a regular schedule of five 8-hour days for the week in which the holiday occurs.

D. Compensation of paid time off when working a Holiday

Unit members who work a holiday shall receive compensation at one and one-half times their rate of pay for each hour worked on a holiday. In addition, full-time, non-exempt unit members shall receive 8 hours of holiday pay, or 8 hours of paid time off during the pay period. Regular non-exempt, part-time unit members who are scheduled to work at least 1040 hours per year and who work a holiday shall be provided holiday pay on a prorated basis, or paid time off on an alternate day during the pay period. The prorated basis shall be calculated based on the position's number of budgeted hours.

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.

G. The personal holiday must be used during the calendar year and cannot be accrued or paid in lieu of time off.

H. Unit members must complete and submit a leave request for approval prior to the date of the personal holiday. If the request is denied by the Department Director, the reasons shall be stated. Failure to request the personal holiday leave prior to the date shall be sufficient reason to deny the leave. In a bona fide emergency, the Department Director may approve the personal holiday leave after the fact. The determination as to whether a bona fide emergency existed shall be at the sole discretion of the Department Director.”

Article V. BENEFITS

Section 5-1: HEALTH AND DENTAL BENEFITS

A. Health insurance:

The City will pay 90% of any increase and employees will pay 10% of any increase in health insurance costs during the term of this Memorandum of Understanding.

B. Dental insurance:

The City will pay the following portion of employee dental insurance premiums:

Employee only	100% of premium
Employee plus one	70% of premium
Employee plus two	50% of premium

C. Evaluation of insurance coverage:

The City shall involve a SEIU representative in the process of evaluating health insurance coverage and providers, including review of existing contracts, Requests for Proposals and responses. The City Council shall be informed of SEIU recommendations regarding any proposed new contract for health insurance coverage or any contract extension.

Section 5-2: LIFE INSURANCE

The City will continue the existing life and dismemberment insurance coverage. Additionally, the City will continue to provide to each unit member a death benefit covering the unit member's commute to and from his City work location.

Section 5-3: WORKERS COMPENSATION

The City will continue its existing Workers Compensation coverage.

Section 5-4: HEALTH CARE REIMBURSEMENT ACCOUNT

During the term of this Memorandum of Understanding, the City will continue the present employee-funded flexible spending account for reimbursement of health care expenses.

Section 5-5: COMPASSIONATE LEAVE DONATION

Employees who need leave donations because they have exhausted all of their leave balances, may request vacation or comp time donations from other employees in accordance with the current City of Chandler Policy. Upon approval from the Department Head, the City will notify employees of such request(s) through citywide email or other means, of an employees' need of leave donation

Section 5-6: RETIREMENT HEALTH SAVINGS PLAN

A. Retirement Health Savings Plan:

During the term of the MOU the City will continue the current Health Savings Plan. Prior to implementing any changes, the City would meet with SEIU Local 5 to discuss these changes and get input.

B. Evaluation of program:

Prior to open enrollment, the City will meet with SEIU representatives in the Labor-Management Committee setting to review the initial implementation of the Retiree Health Savings Plan.

Article VI. MISCELLANEOUS

Section 6-1: SAVING CLAUSE

- A. If any article or section of this MOU should be held invalid by operation of law or by final judgment of any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such court, the remainder of this MOU 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 substitute provision or that such a substitute provision is not indicated.
- B. It is recognized by the parties that this MOU shall be administered in compliance with appropriate provisions of the Fair Labor Standards Act as may be amended.

Section 6-2: COPIES OF MEMORANDUM

Within sixty (60) days of the date that this MOU is adopted by the City Council, SEIU Local 5 will arrange for printing of jointly approved copies of it for furnishing one to every unit employee, unit supervisor and to management personnel. The cost of such duplication will be paid for equally by SEIU Local 5 and the City.

Section 6-3: TERM AND EFFECT OF MEMORANDUM

- A. This MOU shall remain in full force and effect from July 1, 2009 (for non-economic provisions) and from the beginning of the 1st pay period in July 2009 (for economic provisions) through June 30, 2010 and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than November 1 of its request to modify. Upon such notification, the parties agree that the meet and confer process will be conducted jointly for the Administrative, Clerical & Technical and the Labor & Trades employee groups, with the purpose of negotiating a single Memorandum of Understanding covering both employee groups.
- B. Except as expressly provided in this MOU, the City and SEIU Local 5 shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof. The parties by mutual agreement may reopen the MOU.
- C. If any section or provision of this MOU violates existing Federal, State, or City law, then such law shall supersede such provisions or section.
- D. The lawful provisions of this MOU are binding upon the parties for the term thereof.
- E. This MOU constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its specific provisions.

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

_____ Day of _____, 2007.

City of Chandler

Employee Organization Representative

By: _____
Mayor

By: _____

Attest: _____
City Clerk

Approved to form:

(SEAL)

City Attorney

ATTEST: _____

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

Dated July 1, 2007 – June 30, 2009
SEIU Arizona Local 5 and
The City of Chandler, Arizona

Approved by the Chandler City Council on April 24, 2008

Wage increase effective 07/06/08 = 2.9%

Vacation accrual increase effective 07/06/08

New vacation language:

Every full-time SEIU bargaining unit member who works a full-time schedule 52 weeks a year, shall be credited vacation leave as follows for every completed pay period.

- 4.0 hours per pay period for the first 5 years of service
- 4.9 hours per pay period for employees with 5 or more years service but less than 10 years service
- 5.7 hours per pay period for employees with 10 or more years service but less than 15 years service
- 6.6 hours per pay period for employees with 15 or more years of service, but less than 20 years of service
- 7.4 hours per pay period for employees with 20 or more years of service

Regular employees who work less than full-time but 1040 hours or more a year in a budgetarily 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 employee with the same length of service.