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JUN 14 2012



MEMORANDUM

DATE: June 14, 2012
TO: Mayor and Council
THRU: Rich Dlugas, City Manager *RD*
FROM: Debra Stapleton, Human Resources Director *DS*
SUBJECT: Chandler Law Enforcement Association (CLEA) Memorandum of Understanding for FY 12/13

RECOMMENDATION: Approve the FY 12/13 Amendment to the Memorandum of Understanding between the City of Chandler and the Chandler Law Enforcement Association (CLEA).

BACKGROUND: The City and CLEA commenced negotiations in early March to discuss the wage reopener and the 17/3 sick leave benefit for the second year of the existing two-year Memorandum of Understanding (MOU). After several months of negotiations, the City and CLEA were unable to reach a complete agreement. The impasse issue was CLEA's desire for a 5% ongoing merit increase in FY 12/13. (CLEA's impasse memo is attached.)

DISCUSSION: The City and CLEA did reach agreement on two proposals:

Proposed Benefit	Value
5% assignment pay for one K-9 Training Officer	\$4,900
17/3 sick leave benefit	\$40,400 (assuming all eligible offers will elect this provision)
Total value	\$45,300

In light of the fact that the City has not budgeted on-going dollars for merit increases in FY 12/13, the City could not agree to their proposal to award 5% on-going merit increases.

RECOMMENDATION: We recommend the City Council approve this Amendment to the CLEA Memorandum of Understanding. The approval of this amendment is required to provide the above-described benefits to CLEA and to state that funds will not be available for on-going merit increases in FY 12/13.

MOTION: Approve the FY 12/13 Amendment to the Memorandum of Understanding for between the City of Chandler and the Chandler Law Enforcement Association (CLEA).

Copy: Rob Dykstra, President, CLEA

**AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF CHANDLER
AND
CHANDLER LAW ENFORCEMENT ASSOCIATION (CLEA)**

Effective July 1, 2012

WHEREAS, the FY 2011 – FY 2013 Memorandum of Understanding ("MOU") between the City of Chandler ("City") and the Chandler Law Enforcement Association ("CLEA") (collectively "the Parties") commenced on July 1, 2011, and does not terminate until June 30, 2013.

WHEREAS, the MOU contains a provision requiring a wage reopener for the second year of the MOU.

WHEREAS, the Parties have engaged in meet and confer discussions pursuant to the wage reopener for FY 2012/13.

NOW, THEREFORE, as a result of the wage reopener, the MOU shall be amended to modify Section 3-1 (A), Wages; Section 3-2 (B), Field Training Pay; and Section 5-6 (F), Sick Leave; as set forth below.

ARTICLE III – WAGES & COMPENSATION

Section 3-1: Wages

- A. The City's practice of annually awarding on-going merit increases of up to 5%, 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, is currently suspended.

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

The City will not make funds available to fund on-going merit increases for FY 12/13.

Section 3 - 2: Field Training 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.

ARTICLE V - BENEFITS

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 basis shall be computed according to the same formula as in Section 4F of this rule.
- 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. For FY 2012/13, 17/3 Sick Leave will be an item of discussion as part of the reopener.
- F. Effective July 1, 2013, 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 that they earn to be paid to them as salary 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.
- G. 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.

Except as set forth herein, all other terms and conditions of the Parties' MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the MOU this _____ day of _____, 2012, to become effective, upon approval by the Mayor and City Council, on July 1, 2012, or as set forth herein.

CITY OF CHANDLER:

CLEA:

By: _____
Mayor

By: _____
Association Representative

Attest: _____
City Clerk

Approved to form:

City Attorney

(SEAL)
ATTEST: _____



Chandler Law Enforcement Association

MEMORANDUM

DATE: May 04, 2012

TO: Debra Stapleton, Human Resources Director City of Chandler

FROM: Robert Dykstra, President Chandler Law Enforcement Association

SUBJECT: Impasse regarding Merits

Mrs. Debra Stapleton,

As you are aware in March of 2012, we began our negotiations for the Memorandum of Understanding contract of the upcoming fiscal year of 2012/2013.

At the start of our negotiations we brought forward four proposals to the city. The four we brought forward, in short, were in relation to the Memorandum of Understanding Section 3-1 Wages regarding merits for eligible officers, Section 5-6 Sick Leave to be added to the 17-3 agreement, Section 3-2 Field Training Pay for an FTO position to be made within the K9 team, and a proposal for a five percent specialty pay for officers assigned in the detective's division.

At our first meeting we agreed to the FTO K9 position and later signed the proposed agreement on March 20, 2012. Also during the first meeting we, the Chandler Law Enforcement Association's (CLEA) negotiations team, retracted our fourth proposal of officers assigned in the detective's division to receive a five percent specialty pay. We made this retraction in order to ease the upcoming negotiations and with an understanding that this proposal would not be beneficial to either the city or the police department at this time. However, there is a caveat in which this proposal and other specialty pay proposals may be introduced in future negotiations.

During our first day in negotiations, the City Manager, Rich Dlugas, apprised us of the unanticipated result of the previous fiscal year's 2011/2012 contractual agreement of Section 3-11 Fiscal Crisis Language. He expressed the unprecedented fact that the contract caused the city owing CLEA's represented members a prorated share in revenues that exceed the city's General Fund operating revenues. He further added that since the city owed the officers this money, he would not attempt to locate any on-going funds to pay for the officer's merits. However, if the officers did not have this agreement, then he would attempt to locate the funds in order to pay for the officers' merits. He then stated that if CLEA was willing, he would be able to apply some of

the one-time monies that are owed by the city from the previous fiscal year's contract to be applied toward the officers' merits for the upcoming 2012/2013 contract.

As my recollection serves, since I was present for the 2011/2012 contract negotiations, CLEA was reluctant in signing the Fiscal Crisis Language agreement even after the reverse language was added. We still signed the agreement in order to obtain merits for the eligible officers at that time. CLEA had signed this agreement under the belief that a strong possibility existed, due to the time's economic climate, the city's General Fund would not be where it is now and CLEA would have to either take furlough days or forfeit the merits as well as other benefits. That was the risk we were obligated to take at that time to obtain the officers' merits.

Now in the current negotiations we are asked to apply these funds toward officers' merits. Since we were told that no on-going funds would be sought out to pay the merits, we, in consideration to our officers' futures and families, we acquiesced in good faith to work with the city in reducing the city's contractual obligation and use the money for the officers' merits.

As the negotiations continued, we were amicable to the city manager's proposal and we offered an agreement of a "one-to-one" or "dollar-for-dollar" exchange of the revenues for the merit eligible officers to fund their merits. The non-merit eligible officers would not pay for merits. CLEA further offered that the non-merit eligible officers would pay a portion of their sum to increase other benefits such as longevity pay and deferred compensation. The "one to one" or "dollar-for-dollar" offer of using last year's contracted monies was rejected by the city's negotiations team. CLEA counter offered a proposal that would be more of a "one and a half to one" or "1.5 dollars to 1 dollar" exchange. The city's negotiations team was unable to reply during this meeting, and had to confer with the city council. This meeting was last left on this note.

In the April 24, 2012 negotiations meeting, I was unable to be present, but the city's response to CLEA's last offer, was a more of a "three-to-one" or "3 dollars to 1 dollar" proposal for only half (2.5%) merit increase as opposed to a full (5%) merit increase. This was for the merit eligible officers to pay 3 times for only half their merit. The city's negotiations team advised this offer was presented to CLEA at the direction of the city council. Also during this meeting the 17-3 sick portion proposal was signed by both the city's negotiations team and CLEA.

In reference to the last negotiations meeting we had on May 02, 2012 where the city maintains its stance for a "three-to-one" proposal, we as an association cannot agree on this offer regarding merits. This memorandum is to advise you the Chandler Law Enforcement Association is declaring impasse on the issue of merits for our members. The Chandler Law Enforcement Association believes the hard working, diligent, well trained, and dedicated officers of the Chandler Police Department deserve their merits and to prohibit merits when the city is in a time of fortuitous events would be shameful.

Respectfully,

Robert Dykstra
President
Chandler Law Enforcement Association