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MEMORANDUM

DATE: **June 12, 2014**

TO: **Mayor and Council**

THRU: **Rich Dlugas, City Manager** RD
Debra Stapleton, Human Resources Director dAS

FROM: **Rae Lynn Nielsen, Human Resources Manager** RN

SUBJECT: **CLEA Memorandum of Understanding**

RECOMMENDATION: Approve the FY 14/15 - FY 15/16 Amendment to the Memorandum of Understanding between the City of Chandler and CLEA.

BACKGROUND: The City and CLEA commenced negotiations in late February to discuss the wage reopener, release time, vacation, and language changes for the upcoming health plan additions for the second year of the two-year Memorandum of Understanding (MOU). After six negotiation meetings, the City and CLEA were able to reach a complete agreement. The agreement includes an extension of the current MOU by one additional year which will now expire on June 30, 2016.

DISCUSSION: The City agreed to fund a merit increase of 5% for both FY 14/15 and FY 15/16 for all eligible unit members. In FY 14/15 the City agreed to increase the swing-shift shift differential to fifty cents (.50) and the grave-yard shift differential to seventy cents (.70). This increase will provide parity to all groups receiving shift differential.

In FY 15/16 the City agreed to increase the guarantee of overtime payment for court appearances outside the Officers' normal work hours to three (3) hours or the actual number of hours worked, whichever is greater. This agreement will ensure both CLEA and CLASA are receiving the same benefit for court appearances. Language to provide for a re-open option in FY 15/16 regarding the total annual cash compensation survey adjustment was agreed to with criteria. This is the only section with a re-open provision and may or may not need to be exercised.

Vacation leave will be increased per pay period in FY 14/15 in each tier except the less than 5-year tier. CLEA was able to choose where the increase was applied in tiers with some parameters. In FY 15/16 all vacation accrual tiers that do not already match the current general vacation accrual schedule will be increased to do so. The general vacation schedule is currently in place for all exempt, non-sworn non-exempt, SEIU and ACE employees. This agreement, as well as the CLASA agreement, will bring each group equivalent.

Housekeeping changes were made to language in the health insurance section to allow for more flexibility in the premium/contribution structure in anticipation of the high deductible health plan implementation in 2015. Additional language was added to the release hours section to provide the CLEA Executive Board more flexibility in changing their vacation donation amounts that fund the release hours bank.

As noted above, the City and CLEA mutually agreed to extend the term of the current MOU by one year. The new agreement will expire on June 30, 2016.

MOTION: Approve the FY 14/15 – FY 15/16 Amendment to the Memorandum of Understanding between the City of Chandler and CLEA.

CC: Dennis Cunningham, CLEA President

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

Effective July 1, 2014

WHEREAS, the FY 2013 – FY 2015 Memorandum of Understanding ("MOU") between the City of Chandler ("City") and the Chandler Law Enforcement Association ("CLEA"), (collectively "the Parties") commenced on July 1, 2013, and has a termination date of June 30, 2015.

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 2014/15.

NOW, THEREFORE, as a result of the wage reopener, the MOU shall be amended to modify Article 1-Rights: Section 1-3 Rights of the Association-Release Time; Article 3-Compensation and Wages: Section 3-1, Merit Pay; Section 3-3, Total Annual Cash Compensation Survey; Section 3-7, Court Overtime; 3-10, Swing and Night Shift Differential Pay; Article 5-Benefits: Section 5-1, Health Insurance; Section 5-4, Vacation Leave; and Article 6-Miscellaneous: Section 6-6 (a), Term and Effect of Memorandum as set forth below.

Article 1: RIGHTS

Section 1-3: **Release Time (H)**

H. Beginning July 1, 2013, 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. 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 year in which the change will occur. Changes will be effective the first full pay period in July of that year. 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.

Article 3: COMPENSATION & WAGES

Section 3-1: Merit Pay

For FY 14/15 and FY 15/16, the City will fund a merit increase for each fiscal year of up to 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 or salary review date falls, until the unit member is at the top of the pay grade.

Section 3-3: Total Annual Cash Compensation Survey

In FY15/16, the Parties agree to reopen this section for discussions regarding salary adjustments if the August, 2014 survey results in a less than 1% market adjustment in FY 14/15. Such discussion shall not include modifications to the Total Cash Compensation methodology.

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 two (2) 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. In FY15/16 the unit member will be credited with three (3) hours or the actual number of hours worked, whichever is greater.

Section 3 – 10: Swing Shift and Nightshift Differential Pay

B. In FY 14/15, the swing shift shift differential will increase to fifty cents ($.50) per hour.

C. In FY 14/15, the grave-yard shift differential will increase to seventy cents ($.70) per hour.

ARTICLE 5: BENEFITS

The City of Chandler and CLEA mutually agreed to open and amend section 5-1 Health Insurance.

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 – 4: **Vacation Leave**

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	Effective July 1, 2014	Effective July 1, 2015
	Hours	Hours
0-4 Years	4.4	4.7
5-9 Years	5.2	5.6
10-14 Years	6.1	6.5
15-19 Years	7.0	7.4
20+ Years	8.3	8.3

ARTICLE 6: MISCELLANEOUS

The City of Chandler and CLEA mutually agreed to open and amend section 6-6 Term and Effect of Memorandum.

Section 6 – 6: **Term and Effect of Memorandum**

A. This Memorandum shall remain in full force and effect beginning July 1, 2013 through June 30, 2016, 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, 2015, of its request(s) to modify or terminate it.

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 _____, 2014, to become effective, upon approval by the Mayor and City Council, on July 1, 2014, or as set forth herein.

CITY OF CHANDLER:

By: _____
Mayor

Attest: _____
City Clerk

Approved to form:

_____
City Attorney

CLEA:

By: _____
Association Representative

(SEAL)

ATTEST:_____

_____