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JUN 12 2014



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: CLASA Memorandum of Understanding

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

BACKGROUND: The City and CLASA commenced negotiations in late February to discuss the wage reopener, vacation, and language changes for the upcoming health plan additions for the second year of the two-year Memorandum of Understanding (MOU). After five negotiation meetings, the City and CLASA 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 Sergeants. In FY 15/16 the City agreed to increase the guarantee of overtime payment for court appearances outside the Sergeants' 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.

Vacation leave will be increased per pay period in FY 14/15 by .8 for those Sergeants in the 15->20 year accrual tier and by .2 for those Sergeants in the 20 + years accrual tier. 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 in place for all exempt, non-sworn non-exempt, SEIU and ACE employees. This agreement, as well as the CLEA agreement, will bring each group equivalent.

Housekeeping changes were made to the language in health insurance section to allow for more flexibility in the premium/contribution structure in anticipation of the high deductible health plan implementation in 2015.

As noted above, the City and CLASA 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 CLASA.

CC: Tom Lovejoy, CLASA President

**AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF CHANDLER
AND
POLICE SERGEANTS BARGAINING UNIT (CLASA)**

Effective July 1, 2014

WHEREAS, the FY 2013 – FY 2015 Memorandum of Understanding ("MOU") between the City of Chandler ("City") and the Police Sergeants Bargaining Unit ("CLASA"), (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 3-Compensation and Wages: Section 3-1, Merit Pay; Section 3-8, Court Overtime; 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 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 Sergeants, effective on the first day of the pay period which includes the date of the Sergeant's current job classification or salary review date, until the Sergeant is at the top of the pay grade.

Section 3 - 8: 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.

ARTICLE 5: BENEFITS

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

Section 5 – 1: Health Insurance

For the term of this M.O.U. 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 Hours	Effective July 1, 2015 Hours
0-4 Years	4.4	4.7
5-9 Years	5.1	5.6
10-14 Years	5.8	6.5
15-19 Years	7.4	7.4
20+ Years	8.3	8.3

ARTICLE 6: MISCELLANEOUS

The City of Chandler and CLASA 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 the 1st pay period in July 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 (1) 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:

CLASA:

By: _____
Mayor

By: 
Association Representative

Attest: _____
City Clerk

(SEAL)

Approved to form:

ATTEST: _____

City Attorney *REK*