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Memorandum

DATE: **June 11, 2015**

TO: **Mayor and Council**

THRU: **Marsha Reed, Acting City Manager** MR
Debra Stapleton, Human Resources Director DAS

FROM: **Rae Lynn Nielsen, Benefits & Labor Relations Administrator** RN

SUBJECT: **Association of Chandler Employees (ACE) Memorandum of Understanding**

RECOMMENDATION: Approve ACE Memorandum of Understanding for FY 15/16 through FY 16/17.

BACKGROUND: The City and ACE engaged in negotiations beginning in late March of 2015. We are pleased to report that, through a collaborative effort, we have reached an agreement on a two (2) year contract that will be in effect from July 1, 2015 through June 30, 2017 with no re-opener during the term.

DISCUSSION/RECOMMENDATION:
Substantive changes to the MOU include:

- FY 15/16 the City will fund a merit increase of up to 3.50% for all eligible unit members. In addition, a 1% across the board wage and salary range adjustment for all ACE represented employees.
- FY 16/17 the City will fund a merit increase of up to 3% for all eligible unit members. In addition, a 1.50% across the board wage and salary range adjustment for all ACE represented employees.
- The City offered and ACE agreed to the removal of a 10-year service requirement for those employees participating in the deferred compensation program who are contributing $15.00 or more per pay period. The removal of the language allows any ACE represented employee making this contribution to receive a match of $15.00 by the City.

- ACE members that make a court appearance as a requirement of their job outside of their normal work schedule will be compensated for three (3) hours or the actual number of hours worked, whichever is greater beginning July 1, 2015. This provision is in both the CLEA and CLASA MOU.
- Increase vacation cash out from 20 hours to 25 hours in FY 15/16.

There was a significant amount of housekeeping done, as well as a couple of administrative process changes agreed upon.

The City and ACE request approval of the Memorandum of Understanding.

MOTION:

Approve ACE Memorandum of Understanding for FY 15/16 through FY 16/17.

Copy: Catherine Roeper, ACE President

Memorandum
Of Understanding

July 1, 2015 - June 30, 2017

CITY OF CHANDLER

AND

Association of Chandler Employees (ACE)

REPRESENTING

Administrative, Clerical, and Technical Unit

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PREAMBLE

WHEREAS, the well-being and morale of the employees of the City are benefited by providing an opportunity to participate in the formulation of policies and practices affecting the wages, hours, benefits and other conditions of their employment; and

WHEREAS, the parties hereby acknowledge that the provisions of this Memorandum of Understanding (hereinafter "Memorandum") 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, hereinafter referred to as the "City" and the Association of Chandler Employees, hereinafter referred to as "ACE", on behalf of the City of Chandler Administrative, Clerical and Technical Unit Members hereinafter referred to as "Unit Members", having reached this complete agreement concerning wages, hours and working conditions for the term specified, the parties submit the 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.

Article I. RIGHTS

Section 1-1: PURPOSE / GENDER

It is the purpose of this Memorandum to continue and maintain harmonious relations, cooperation, and understanding between the City and its Unit Members: and to set forth the full and entire understanding of the parties reached as a result of a good faith meeting and conferring regarding wages, hours, benefits, terms and other conditions of employment of the unit members covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to the Mayor and City Council.

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.

Section 1-2: EMPLOYEE ORGANIZATION RIGHTS

A. The City recognizes the Association for Chandler Employees as the sole and exclusive Meet and Confer authorized representative pursuant to the Meet and Confer Ordinance 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. ACE will equally and fairly represent all employees in the unit.

B. All unit members shall have the right to participate on behalf of or engage in activities on behalf of ACE 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.

Section 1-3: RELEASE TIME

Certain specified representatives of the association have the right to paid release time herein as follows:

A. ACE may designate up to 6 representatives and shall notify the Human Resources Director or designee in writing of such designations and re-designations. No more than two (2) of the six (6) total representatives will be employed in any single division of a department.

   The City will not change or adjust a representative's permanent regular work schedule or assignments solely as a result of such designation; however, at ACE's request and with mutual agreement of the City, ACE 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.

B. City/Association business is defined as activities involving the association during an association representative's normal work/shift and work hours (e.g. Monday through Friday 8 a.m. to 5 p.m.) in which the City, through its representatives, is a participant. Such activities include any grievance hearing, disciplinary meeting with an employee, City committee or task force established by this M.O.U., Meet & Confer process meetings and other mutually agreed upon meetings. The City and Association will discuss and may mutually agree to allow an Association representative to discuss with an employee during an employee's normal work hours/shift other matters of mutual concern to the City and the Association.

   During the term of this Memorandum of Understanding, ACE unit members will also be released from duty with full pay and benefits when participating in authorized City/Association business.

   The ACE representative is required to obtain permission at least twenty-four (24) hours in advance from their immediate supervisor to be absent from duties to attend scheduled City/Association meetings with the exception of disciplinary meetings. Subject to operational needs and scheduling factors this permission shall not be unreasonably withheld. Employees will not be compensated when such duties described in this section occur outside their normal work shift with exception of required attendance at City Task Force meetings.

C. Association-only business is defined as on- and off-site association-related activities during an association representative's normal work/shift and work hours (e.g., Monday through Friday 8 a.m. to 5 p.m.) in which the City, through its representatives, is not a participant. This includes interviewing employees, gathering information, and preparing presentations.

D. A unit member may contribute no more than 5 hours per year of accrued vacation to be placed in an Association leave time bank for use by the Association to engage in legitimate Association business. The following conditions shall apply to the leave bank.

   1) The Association shall supply the City with a Release Hours Authorization Form, which includes the name of the unit member and the number of hours of vacation donated by the unit member into the leave time bank.

   2) The donating unit member shall sign the form before it is submitted to the City.

   3) The City shall withdraw the bank hours from donating members' vacation balances in the 1st full pay period in July.

4) Until revoked in writing by the unit member, the executed Release Hours Authorization form provides the unit member's authorization for vacation hours to be withdrawn from the unit member's vacation balance in July of every year.

   a. A unit member may revoke his or her authorization for the donation of vacation hours by submitting written revocation to the ACE President who will forward to Human Resources no later than June 1. The revocation shall apply prospectively to the vacation donation scheduled to take place in July.

   b. An individual who is hired or transferred into an ACE-represented position after the withdrawal of donated vacation hours in July, and who executes a Release Hours Authorization form, may elect at that time to have the vacation hours withdrawn from his or her vacation balance: (i) in the first full pay period after receipt of the Authorization form by the City, or (ii) the following July. A new unit member who elects to have vacation hours withdrawn before July, will have additional hours withdrawn in July.

   c. The Release Hours Authorization of a unit member shall be automatically revoked when the individual is no longer in a position covered by this MOU. The revocation shall apply only prospectively to the vacation donation scheduled to take place in July.

5) Donated hours in the leave time bank shall be used in the same manner as Association release hours and may only be used by ACE representatives as authorized by ACE for the purpose of conducting Association-only business as defined above in Section 1-3 (C).

6) Human Resources shall keep a record of all time donated and used and shall supply the ACE President with a monthly report.

7) Any unused donated hours in the Association leave time bank may be carried over from one fiscal year to the next.

8) The Association shall indemnify, defend, and hold harmless the City against any and all claims made and any actions brought against the City arising from or related in any way to the actions taken by the City to comply with any of the provisions of this Section.

Section 1-4: DUES DEDUCTIONS

Upon request, the City will provide a listing of all unit members and of ACE members on City payroll deduction for association dues. Included with each employee's name shall be the employee's current job assignment and work location. ACE agrees to use this list solely for purposes of communicating with unit members and will not share this information with other individuals or organizations.

The City agrees to deduct membership dues, fees, and assessments as authorized in writing by employees and to transmit such amounts to ACE no later than the fourteenth (14^{th}) day following the end of the pay period in which the deduction occurs. Membership dues will be deducted from twenty-four (24) paychecks of ACE members only when the employee's earnings for such pay period are sufficient to cover the dues amount after other legally required deductions are made. ACE 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 ACE bylaws and agrees to give the City notice of any such increase. Any cost for implementing such changes shall be reimbursed by ACE at the actual cost incurred by the City.

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. ACE agrees to indemnify, defend and hold the City harmless for taking action in conformance with this section.

Authorization for membership dues deductions herein under 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 revocations of authorizations for deductions only during the annual open enrollment period beginning July 1 and ending July 31 of each MOU year. Revocations will be effective the following payroll period after received by the City. The City will notify ACE by e-mail of any revocations of authorizations for membership deductions or other supplemental association deductions within three (3) business days of receipt.

Section 1-5: USE OF FACILITIES/SERVICES AND TRAINING

A. Solicitation, Distribution, and Use of Facilities and Services

1) ACE representatives shall be allowed reasonable contact with unit members on City premises (grounds and facilities) before and after scheduled working hours or in a non-work area during scheduled work hours provided that the unit members are on their own time (i.e. lunch, approved breaks) so long as such contact will not interfere with any work operation or the safety and security of any worksite.

2) All ACE representatives must schedule with a supervisor forty-eight (48) hours in advance if the purpose is to have an Association meeting and must check in with the appropriate supervisor as soon as they have arrived. All visitors will be required to conform to the safety regulations of the worksite.

3) The City shall provide ACE with space for bulletin boards of up to 4' by 3' (width by height) for the exclusive use of ACE in mutually agreeable locations in areas frequented by employees in each main facility where unit members are employed. The bulletin boards shall be used only for the following notices: recreational and social affairs of the association; association meetings; association elections; reports of the Executive Board or committees; rulings or policies of the state or international organizations; and legislative enactments and judicial decisions affecting public sector labor relations. Notices shall not contain anything political, anything reflecting adversely on the City or any of its employees, or anything that is disruptive of the City's operations. The City may order the removal of any posted notice on the basis that it violates the requirements herein. The Association may dispute the order of removal by filing a grievance pursuant to Section 2-3, the Grievance procedure. Posted material will be signed by an authorized official of the organization. The Association agrees to remove dated material and to keep the bulletin board in good order.

4) 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 recognition of the Association's responsibility to represent all of the employees of the represented bargaining unit, ACE may send meeting notices via the City's e-mail system and bulletin board updates via the City's inter-departmental mail system.

   Additionally, ACE may send via the City's e-mail system and the City's inter-departmental mail system messages related to City business of which ACE is a participant with prior notification to the Human Resources Director or designee. 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 Association.

5) ACE shall have the right to meet with newly hired unit members or an employee moved into an ACE position, on City time to discuss the rights and benefits under the MOU for one-half (½) hour during new hire orientation or at the work location with prior approval from the unit member's supervisor.

6) The City shall provide ACE with regular notification of newly hired unit

members and any employee who is moved into an ACE-represented position, including the title of the position hired or moved into, employee number, and cost center. The City shall provide regular notification to ACE of those employees who are no longer ACE unit members because of death, retirement, promotion, or separation from the City.

B. Labor Relations Training

Annually, the Association or Human Resources may hold a training/discussion session to familiarize attendees with the terms of this MOU and discuss other labor relations issues. Elected Association representatives and/or appointed designees may attend this meeting as well as invited supervisors and/or appointed City designees.

Section 1-6: CITY AND MANAGEMENT RIGHTS

The City and the City Manager's rights are not subjugated or diminished in any way by any express 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 its municipal services and the workforce performing those services. The authority of the City shall not be modified or limited by inference or implication.

B. The exclusive rights of the City shall include, but not be limited to:

- The right to determine the organization of City government, the purpose of each of its departments, and the purpose and mission of its constituent agencies, boards and commissions;
- Set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations;
- Establish rules and practices governing the conduct of unit members, to direct and supervise its unit members and their work, to take disciplinary action , to relieve its unit members from duty because of lack of work or for other legitimate reasons:
- Determine whether goods or services shall be made, purchased or contracted for;
- Determine the methods, means, and personnel by which the employer's operations are to be conducted;
- Determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule, and assign work and

overtime, to hire, transfer and reassign unit members and to otherwise act in the interests of efficient service to the community;

- The City reserves the right to establish and revise work schedules and work locations; establish, revise and implement standards for hiring and promoting unit members; to determine the need for additional positions and the qualifications of new unit members and to determine the qualifications for and/or the qualifications of unit members considered for transfer and/or promotion; evaluate and judge the skill, ability and efficiency and general work performance of unit members;
- Adopt and manage its budget, provide for the funding of certain levels of service, to add, delete, modify, or suspend certain programs, functions, divisions, and departments as the City Council in the exercise of its legislative authority to create and manage the City's budget and to determine whatever action to be necessary and appropriate;
- 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.

C. The enumeration of the above rights is illustrative only and is not to be construed as being all-inclusive.

D. The City retains all rights not specifically limited by a Memorandum of Understanding approved in accordance with the provisions of the Meet and Confer Ordinance. Where a specific conflict exists, the Memorandum of Understanding shall govern.

E. This Memorandum of Understanding cannot conflict with the Meet and Confer Ordinance or any other law.

Section 1-7: SENIORITY

A. Seniority shall be defined as the status obtained by length of City service within the classified service. Seniority is cumulative when an individual is demoted under the rule. City service must be continuous to be considered except if a unit member is rehired within two years of separation from City service. Should a unit member return to work within two years, the most recent hire date will determine practices concerning vacation and shift selection.

B. In the event that the City of Chandler has to lay off bargaining unit members, and the unit members 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.

Section 1-8: JOB SECURITY

In the unlikely event that during the term of this agreement the City anticipates a possible layoff of bargaining unit members, 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 ACE: The City shall advise ACE 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. ACE 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. Failure by the City to notify ACE 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 unit members 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. Temporary employees, including those hired through a temporary employment agency, performing bargaining unit work that does not require specialized skills will be laid off before a bargaining unit member is laid off in the same job classification.

C. Notice to Employees: A minimum of thirty (30) calendar days' notice shall be provided to any unit member subject to layoff. The notice of layoff shall specify the reasons for the layoff and inform the affected unit member of his or her bumping rights as well as recall rights. A copy of the layoff notice shall be provided to ACE.

D. 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 a unit member demoted during promotional probation, then the unit member occupying such position shall be laid-off.

    1) A laid-off unit member may request, in writing, to be placed in a position of the same classification in any City department. A unit member in the same class who has the least seniority with the City shall be laid off and the laid off unit member with the greater seniority will be placed in the position.

    2) When no position of the same class exists within the City or all unit members in the class have greater seniority than the laid-off unit member, the unit member may request, in writing, to be placed in a lower class within the

same job family. The lower class may be in any department of the City. When such a request is made, the Human Resources Director or designee shall determine if the unit member meets the minimum qualifications and can perform the essential functions for the requested classification.

3) If a position does not exist in the same classification, or the unit member does not have the seniority to bump another unit member, Human Resources will determine if the unit member has seniority to bump into any position that was previously held by the unit member, provided that the position is at the same or lower pay grade than the unit member's current job classification.

4) The Human Resources Director or designee shall determine whether the unit member meets the minimum qualifications for the classification. No unit member shall bump into any position for which he or she does not meet the minimum qualifications or is unable to perform the essential job functions.

5) In all classes, if any unit member bumps into an occupied position, the unit member in the job classification who has the least seniority with the City shall be subject to layoff and the unit member with greater seniority placed in the position.

6) If the above options outlined in (D) 1-3 do not result in a placement, the unit member will be placed on the layoff register.

E. Layoff Register: The City will maintain a layoff list; names of laid-off unit members, and unit members 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 unit member of their being laid off. Layoff registers are maintained in seniority order relative to the length of service of the former unit member.

A unit member 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. A unit member returning to a higher class under these conditions shall not be considered to be promoted. When a vacancy occurs in the classification from which a unit member has been laid-off or demoted in lieu of a lay-off, notice of such vacancy will be sent to unit members on the lay-off list. The vacancy will be offered to unit members on the lay-off list in order of seniority before the City recruits applicants for the position. Unit members 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 unit member by certified or registered mail with a copy to ACE. If a unit member 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 1-9: UNIFORM DISCIPLINARY PROCESS

A. Unit members have the right to be represented by ACE and to have one (1) ACE 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 a unit member 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 association representation.

A unit member subject to suspension, demotion, or discharge shall be entitled, prior to the imposition of that suspension, demotion, or discharge, to a notice which states the specific reasons for the proposed discipline, with sufficient specific information to enable the unit member to understand the reasons and the right to respond either orally or in writing.

B. A unit member subject to suspension, demotion or discharge shall be entitled, upon request, to a Disciplinary Review Group meeting as outlined in Rule 5 § 6 of the Personnel Rules. A (02) of this rule is changed to the "ACE President or designee".

The ACE President or designee may not serve on a disciplinary review group if he/she has a direct connection with or works in the same department as the unit member whose 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. A unit member may not be disciplined or discharged without just cause. The City is not required to impose disciplinary action in the specific order listed herein and has complete discretion to choose the discipline appropriate to the particular reasons for the discipline. The grounds for discipline and types of discipline imposed are not grievable matters under this MOU.

Any disciplinary action against a unit member shall be initiated no more than twenty (20) workdays after the latter to occur of the following; (i) the date the City learns of the alleged conduct upon which the discipline is based, or (ii) the completion of a diligent and timely investigation during which the conduct that is the basis for the discipline is discovered, confirmed, or disclosed. This timeframe for commencing disciplinary action shall not apply to disciplinary actions for conduct which constitute a violation of City, State, or Federal law. For the purpose of this provision, discipline

shall be considered initiated as of the date of the disciplinary letter or the advance notice of discipline where required.

C. In the event of a search of a unit member's locker or personal property, an authorized association representative will be present unless the association representation is declined by the unit member.

Wherever possible, the City shall offer training or other alternatives to discipline when performance issues are involved to assist with a unit member's improvement. This provision shall not be subject to the grievance procedure of this agreement.

D. If a unit member is placed on a formal performance improvement plan, the unit member shall receive a written plan of action from the unit member's supervisor. The plan of action may include, mentoring, training, improvement options, and/or goals. There will be regularly scheduled meetings (minimum monthly) with the supervisor to assess performance, and progress will be documented in writing.

Section 1-10: 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 thereof.

B. ACE 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.

Section 1-11: 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 Division unless another location is designated and the unit member is notified in writing. Each unit 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 unit member, but copies of the contents shall be provided to the unit member at his/her request. Copies in excess of 100 pages may be at a charge of 10 cents per page.

B. With the written permission of the unit member, a representative of the Association may review the unit member's official Human Resources or Department file and obtain copies of the contents upon request. Copies in excess of 100 pages may be at a charge of 10 cents per page.

C. A unit 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 unit 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 unit member at the unit member'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 unit member is on leave.

D. The unit member may include in his/her 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.

   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 a unit member's employment shall be communicated promptly to the unit member. 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

It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article. The employer shall count as time worked any hours or fractions of hours spent within the unit member's regular work shift in pursuit of benefits provided by this Article.

A. There shall be a Labor-Management Committee consisting of up to five (5) representatives of ACE from the Administrative, Clerical and Technical employee group and up to five (5) representatives of the City, and an additional representative of ACE and the City's Human Resources Director or Designee who shall be the chairpersons. Additional representatives may attend if mutually agreed upon. 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 at the request of either party, at mutually agreed upon times. Departmental Labor-Management committee meetings may be held by mutual agreement.

C. Before the City enacts any new or revised Personnel Rules and prior to Human Resources putting into effect any new or revised Administrative Regulations or policy amendments, ACE will have an opportunity to review, meet to discuss, and comment on the proposed changes. This provision excludes updates to policies that are required as a result of changes in Federal, State, or City law.

D. If the representative of the Association is a unit member, such representative shall not lose pay or benefits for meetings mutually scheduled during duty time.

Section 2-2: GRIEVANCE PROCEDURE

A. Purpose

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.

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 ACE.

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

C. Grievance Procedure

Step 1

1) As a matter of good labor-management relations, a unit member who believes that he/she has a bona fide grievance shall meet and discuss and attempt to resolve it with his/her immediate supervisor within ten (10) workdays from the date of the occurrence or circumstances from which the unit member's purported grievance arises or the date when the unit member reasonably should have known about the occurrence or circumstance.

2) The informal discussion meeting shall be held with the unit member and the immediate supervisor only, representatives of either party are not allowed at this step.

Step 2

Either party may elect to have representation from Step 2 forward in the grievance procedure.

If the matter is not resolved through the informal discussions at Step 1, the unit member may reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by ACE and submit it to his/her immediate supervisor within fifteen (15) workdays of the occurrence or circumstances being grieved or the date when the grievant knew or reasonably should have known about the occurrence or circumstances.

The supervisor shall further consider and discuss the grievance with the grievant and the grievant's representative, if any. Within five (5) workdays of having received the written grievance or following the meeting, whichever is later, the supervisor will submit a response thereto in writing to the grievant.

Step 3

If the written response of the immediate supervisor does not result in resolution of the grievance, the grievant may appeal the grievance by presenting it to the Division Manager in writing within five (5) workdays of the grievant's receipt of the supervisor's response.

The Division Manager shall hold a meeting at which the grievant shall be afforded the opportunity to fully present his/her position. Within five (5) workdays of receipt of the grievance or after the grievance meeting, the Division Manager shall submit his/her response in writing to the grievance to the grievant and the grievant's representative, if any.

Step 4

If the written response of the Division Manager does not result in resolution of the grievance, the grievant may appeal the grievance in writing to the Department Director within five (5) workdays of the grievant's receipt of the Step 3 response.

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/her position. Within five (5) workdays of the meeting, the Department Director or his/her designee shall submit his/her response to the grievant and the grievant's representative, if any.

By mutual agreement, the parties may request to submit the grievance to the HR Director or designee for internal mediation in Step 4. The grievance, as originally written, and the attached response from the immediate supervisor and the Division Manager must be submitted to the HR Director or designee, within five (5) workdays of the receipt of the Division Manager's answer. The HR Director or designee shall, within ten (10) workdays of the receipt of the grievance, meet with the Department Director or designee and the unit member and representative in an attempt to resolve the grievance. The HR Director or designee shall then submit written recommendations for resolution to the unit member and the Department Director within five (5) workdays of the meeting. Within five (5) workdays of the receipt of the recommendations, the Department Director or designee shall submit a response to the grievant and the grievant's representative, if any.

Step 5

If the grievance remains unresolved, within five (5) calendar days of receipt of the Department Director's response, the grievant may appeal the grievance, in writing, by requesting to present it to the Grievance Committee. The Grievance Committee shall be composed of:

Chair – A City employee designated by the City Manager

Secretary – Human Resources Director or designee

President of ACE or designee.

The Grievance Committee shall convene a meeting within 10 workdays of the written notice regarding the grievance at which the grievant shall be afforded the opportunity to fully present his/her position.

Step 6

If the grievance remains unresolved after the Grievance Committee meeting, within fifteen (15) calendar days of receipt of the response, the grievant and ACE may request in writing to engage in non-binding mediation. The mediator will be one of the commissioners from the Arizona office of the Federal Mediation and Conciliation Service.

Step 7

If the grievance remains unresolved after mediation, the grievant and ACE may jointly elect, in writing, within ten (10) workdays from the conclusion of the mediation, to submit the grievance for review 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 Federal, State, and City law.

iv. The arbitrator shall submit findings and advisory recommendations to the grievant and to the City Manager. The City and ACE shall equally share the joint costs of arbitration. Each party will bear the direct cost of preparing and presenting their own case. Time spent by a current employee as a grievant or a witness in an arbitration hearing shall be considered work time.

v. The City Manager shall, within ten (10) workdays of the receipt of

the written findings and recommendations from the arbitrator, make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

The grievant and ACE may elect jointly to by-pass arbitration and submit the unsolved grievance directly to the City Manager. The City Manager shall have ten (10) workdays from the receipt of the grievance to make a final determination of the grievance and submit it in writing to the grievant and his/her designated representative.

The City Manager may extend the time limits for the response by giving a written notice to the grievant and representative, if any.

D. Representation

One ACE representative shall be released from duty with full pay and benefits to provide representation in any grievance meeting of a unit member if requested by the unit member.

The representative shall have no conflict of interest in the issue being grieved. If the City reasonably believes there is a conflict, ACE will be contacted and another representative will be mutually agreed upon to act as the representative.

E. Time Limits and General Provisions

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.

F. Association Grievance

ACE may, in its own name, file a grievance that alleges violations by the City of the rights accorded to ACE by the specific terms of the Memorandum. ACE shall file such grievance with the Human Resources Director or designee within ten (10) workdays of the occurrence prompting the grievance. All other grievances must be filed and signed by a unit member, subject to the provisions of this Article.

G. Employer Grievance

Employer grievances, should they occur as a result of official ACE activities or actions, including the failure to act as required under this agreement, will be presented directly to the President of ACE within ten (10) workdays of the occurrence prompting the grievance. The President shall in each case provide a

written answer within five (5) workdays from receipt of the grievance.

Article III. WAGES & COMPENSATION

Section 3-1: SHIFT DIFFERENTIAL

A shift is defined as the number of regularly scheduled hours for one work day. A unit member shall receive the shift differential pay associated with a particular shift when the unit member actually works that shift. If a unit member is reassigned to a different shift because he or she has suffered an on-the-job injury, the unit member shall continue to receive the shift differential pay associated with the shift to which the unit member was originally assigned until the unit member is released to return to full duty. If a unit member is reassigned to a different shift because of a non-job-related injury or at the unit member's own request, the unit member will receive the shift differential pay, if any, associated with the new shift.

The differential rate of pay for unit members working shifts that end:

- From 8:00 p.m. to 11:59 p.m. shall be an additional $0.30 per hour (mid-day shift)
- From 12:00 a.m. to 3:59 a.m. shall be an additional $0.50 per hour (swing shift differential)
- From 4:00 a.m. to 7:59 a.m. shall be an additional $0.70 per hour (graveyard shift differential)

A unit member is eligible for no more than one shift differential per shift.

Section 3-2: MERIT PAY

For FY 15/16 the City will fund a merit increase of up to 3.5% 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 falls, until the unit member is at the top of the pay grade.

For FY 16/17 the City will fund a merit increase of up to 3% 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 falls, until the unit member is at the top of the pay grade.

Section 3-3: GENERAL SALARY ADJUSTMENT

Effective July 1, 2015, pay ranges for all ACE classifications will be increased by 1%. Rates of pay for unit members shall be increased by 1% or the amount that brings the unit member's pay to the new top of the pay range for the unit member's job classification, whichever amount is lower. If a unit member's pay is above the adjusted pay range for his/her classification, the unit member will not receive any pay increases.

Effective July 1, 2016, pay ranges for all ACE classifications will be increased by 1.5%. Rates of pay for unit members shall be increased by 1.5% or the amount that brings the unit member's pay to the new top of the pay range for the unit member's job classification, whichever amount is lower. If a unit member's pay is above the adjusted pay range for his/her classification, the unit member will not receive any pay increases.

Section 3-4: SPECIAL MERIT PAY

1) In recognition of continuous service and overall performance, the City agrees to implement the following performance pay formula for unit members. On the unit member's date of classification, a unit member who is at the top of the pay range for his/her classification and who meets the additional qualifications specified in this article shall receive special merit pay of 1% of his/her base annual pay.

2) Qualifications:

   A unit member must have completed at least one (1) full year of continuous full-time service at the top of the pay range for his/her classification.

   a. A unit member must have achieved the overall performance rating of "meets expectations" or better on his/her latest scheduled performance evaluation on file in the Human Resources Department.

3) The Special Merit Pay provision is suspended.

Section 3-5: DEFERRED COMPENSATION

A. The City shall contribute a matching deferred compensation contribution as follows:

Employee contribution	City match
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	$15 per pay period

Section 3-6: OVERTIME

A. Overtime is defined as time worked in excess of 40 hours per 7-day work period for all classes of non-exempt full-time unit members. All paid leave taken in lieu of hours worked, except leave taken as compensatory time, shall be counted as hours worked for purposes of overtime calculations. Payment for hours worked on a holiday, as part of the regularly scheduled hours of work, shall be compensated as provided by this Memorandum.

B. A unit member'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 the unit member's written request. This provision shall not be subject to the grievance procedure but may be discussed in the Labor-Management Committee.

C. The City will provide a reasonable amount of advance notice prior to requiring a unit member to work overtime, unless an emergency situation precludes advance notice.

D. Unit members will not be required to flex their work hours to avoid payment of overtime, except by mutual agreement. The supervisor and the unit member may agree to allow the flexing of work hours during a work week.

E. Mandatory meetings/training shall be conducted during unit members' on-duty hours whenever possible. If the mandatory meeting/training cannot be scheduled during on-duty hours and requires a schedule change, the unit member will be notified in writing at least thirty (30) business days in advance. The unit member and supervisor may mutually agree in writing to waive the notification period.

   If the schedule change is not communicated at least thirty (30) business days in advance or the notice period is not mutually waived, the unit member shall be entitled to overtime or compensatory time for the attendance of the mandatory meeting/training if it causes the unit member to exceed forty (40) hours for the work week.

F. Unit members shall not accrue compensatory time in excess of 65 hours maximum.

G. Overtime compensation for non-exempt unit members shall be computed in accordance with the Fair Labor Standards Act and adjusted rate of pay including applicable shift differential, on-call pay and assignment pays. If overtime is to be paid, it must be recorded and paid, at one and one-half (1.5) time, on the payroll immediately following the conclusion of the pay period in which the overtime was worked. If compensatory time is to be accrued in lieu of overtime pay, it must be accrued at the rate of one and one-half (1.5) hours of compensatory time off for each hour worked.

H. Unit Members shall be paid for accrued compensatory time:

   1) When the accrued compensatory time exceeds the applicable maximum. Payment will be for that amount which exceeds the maximum.

   2) Upon separation for any reason, including death of the unit member.

   3) When authorized by the Department Director.

Section 3-7: 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 of less than five (5) minutes.

Section 3-8: COURT OVERTIME

When a required court appearance is scheduled, other than normal work hours, overtime is authorized. The unit member will be credited with three (3) 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.

Section 3-9: WORKING OUT OF CLASSIFICATION

Unit members will be assigned to temporary detail to higher-class pay for assignments anticipated to last one (1) pay period or longer.

Section 3-10: VACATION PAYOUT

Unit members shall have the option to receive a non-retirement-eligible payment for the cash value of up to twenty-five (25) hours of their vacation accrual balance at the unit member's base hourly rate. This option shall be exercised only once per fiscal year.

Article IV. HOURS OF WORK & WORKING CONDITIONS

Section 4-1: HOURS OF WORK

A. The standard work week for all unit members shall be forty (40) hours.

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 Association and to the affected unit member(s) in writing at least fifteen (15) business days prior to implementation. The Association may request a Labor-Management meeting upon notification to discuss the change. The implementation of the new schedule will not be delayed based on the meeting date, the required

fifteen (15) business day period commences with the written notification. The requirements of this paragraph may be waived by mutual consent.

C. Changes in a daily work schedule because of staff shortages will not require advance notice. Efforts will be made to provide notice and flexibility, but are not guaranteed.

D. Under normal conditions, a unit member shall have each workday two (2) paid fifteen (15) minute rest breaks.

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.

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

Years of Service	Hours
0 – 4 years	4.7
5 – 9 years	5.6
10 – 14 years	6.5
15 – 19 years	7.4
20 + years	8.3

Regular unit members who work less than full-time but 1,040 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 unit member with the same length of service.

B. Family Death: When a member of a unit member's immediate family dies, the unit member shall receive bereavement leave hours consistent with his or her work shift hours. Bereavement leave does not need to be used consecutively, and will not be charged against any leave credit for a period not to exceed three workdays. Two additional days of special leave with pay may be granted if the unit member must travel out of state. The special leave with pay shall be approved by the Department Director. If additional leave is needed, the unit member must use vacation, comp time or take leave without pay. Immediate family members include mother, father, spouse, child, brother, sister, grandfather, grandmother, grandchild, or person serving in loco parentis of either the unit member or the unit member's spouse.

C. Unit members 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 a unit members' need of leave donation.

Section 4-3: OUT OF STATE VACATION RECALL

When a unit member is temporarily recalled to duty from out-of-state while on an authorized vacation by order of the Department Manager, he shall be reimbursed for necessary and provable transportation expenses as determined by the Department Manager.

Section 4-4: LIGHT DUTY

A. Any unit member medically restricted to light or modified duty due to illness or injury incurred on-the-job or off-the-job, will be eligible for light duty assignment under the procedure outlined in the Return to Work Program Administrative Regulation.

Section 4-5 JURY DUTY

A. When a unit member is called upon to serve as a juror in any court action, they will be allowed leave from their duties without loss of pay for the time required for his service, in accordance with Personnel Rule 15, Section 15.

Section 4-6: 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	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th 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 4-6 (C.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 4-6 (C.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 with the exception of unit members on a 9-80 work schedule.

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 eight (8) hours of holiday pay, or eight (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 tax 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 taken 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.

Section 4-7: HEALTH & SAFETY

A. The City of Chandler acknowledges its responsibility to provide safe, healthy work environments for City employees and users of City services. Every unit member has the right to safe and healthy working conditions. Every unit member acknowledges they have a responsibility to work in a safe manner and follow the safety rules and regulations. Upon request of ACE, the City will meet with ACE to discuss and address safety concerns relating to the facilities where unit members are assigned to work. If the representative of ACE 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 of those normally associated with the work which may harm his/her life or limb, he/she may refuse to begin or continue a work assignment until reviewed by the Safety Coordinator or his/her designee. The work assignment will be investigated by the Safety Coordinator or his/her designee in conjunction with the unit member and supervisor. Unit members shall not be subject to discipline or retaliation for exercising this right unless it is determined by the Safety Coordinator or his/her designee that the unit member's refusal was not based

on a good-faith belief of a threat to health or safety.

Section 4-8: JOB DESCRIPTIONS & RECLASSIFICATIONS

A. Any proposed changes to the job description of an ACE-covered classification shall be communicated to ACE and to the affected unit members at least five (5) business days prior to implementation. The Association may request a Labor-Management meeting upon notification to discuss the change. The implementation of the job description change will not be delayed based on the meeting date.

B. If, during the term of this agreement, the City conducts a classification study, ACE shall be entitled to participate in the planning of the study. 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 result in less than the minimum or more than the maximum of the new salary grade. A unit member 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 unit member's current base rate of pay is higher than the maximum of the lower salary grade, the unit member will not be eligible for increases in base pay until the maximum of the salary range reaches the unit member's existing salary including general salary adjustments which includes COLA and merit increases.

D. A unit member shall not be required to serve a new probationary period if the unit member is assigned to a new class or is transferred to a like or similar position as a result of a reclassification of the unit member's current position.

E. If a department has refused or failed to provide written feedback on the status of a unit member's written request for a job reclassification review for more than 45 calendar days; ACE may initiate a job reclassification request directly to the Human Resources Director by submitting ACE's written notification of their intent to the unit member's supervisor with a copy to the Department Director.

   All written requests submitted by ACE will include the following information:
   - A full description of new duties and responsibilities (Position Description Questionnaire).
   - A full explanation of why the Association 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 Department Director,

unit member, and supervisor of their findings.

Section 4-9: VACANCIES

A. When the City seeks to fill a regular full-time or a regular part-time bargaining unit vacancy, the City must use the following procedure:

1) All ACE job classifications will be posted internally for five (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 Division 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.

Article V. BENEFITS

Section 5-1: UNIFORMS AND EQUIPMENT

A. The City will maintain the current uniform policy for unit members who are required to wear City uniforms.

The Police Department will provide $100 per year to all unit members in the Police Department who are required to wear uniforms and boots as a required part of that uniform.

B. For Administrative, Clerical, & Technical unit members 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. Unit members receiving purchased clothing or shoes, or other clothing allowances, laundering, ironing, and repair services will continue to receive these allotments

C. The City shall notify unit members and ACE and discuss in the Labor-Management Committee setting any changes to current uniform policies at least 30 days prior to implementation.

Section 5-2: TRAINING AND CAREER DEVELOPMENT

A. The City of Chandler supports the training, education and career development of unit members.

B. The parties agree to jointly support the inclusion of unit members 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 at the request of either party.

D. The City shall provide the training and education necessary to maintain certifications needed to perform a unit member's current job essential functions as defined in the Minimum Qualifications of the job description. The supervisor will attempt to arrange schedules in order to accommodate the time needed to take the required training.

E. Seminars/Workshops Training Programs

1) As fiscal conditions permit, the City supports unit members' attendance in seminars and workshop training programs as a part of their regular duties with the approval of the Department Head.

a. The City shall pay all fees for such programs and the unit member shall be provided transportation under the administrative regulation established in accordance with Personnel Rule 4, Section 2.

b. If a unit member separates from City service within 12 months of completion of the workshop or seminar, the unit member may be required to reimburse the City for the costs of those workshops or seminars that are primarily designed to enhance a unit member's career. A unit member normally will not be required to reimburse the City for workshops or seminars that they are directed to attend.

Section 5-3: TUITION REIMBURSEMENT

A. Fiscal conditions permitting, the City will assist regular unit members in their pursuit of additional formal education from an institution in areas related to a City career field. A policy and procedure shall be established by which tuition reimbursement will be administered and which will reimburse unit members.

1) Any unit member who has successfully completed at least six (6) months of the initial probationary period and is eligible for vacation benefits is eligible for consideration of tuition reimbursements.

2) The maximum reimbursement allowed per tax calendar year for a regular full time unit member is a total of $5,000.00. The maximum reimbursement allowed per ta calendar year for a regular part time unit member is a total of $3,200.00. The date of reimbursement will determine the tax year the cost will be charged. If the unit member completes courses which exceed the maximum allowable reimbursement the unit member shall be responsible for payment of the balance.

3) Reimbursement shall include tuition costs and any laboratory fees that apply towards the approved coursework or degreed program. Special fees, registration fees, and books do not qualify as part of the tuition reimbursement program and will not be reimbursed.

4) The amount of reimbursement shall be reduced by any financial assistance the unit member receives from any outside source. When applying for tuition reimbursement, the unit member must indicate on the Tuition Reimbursement Application form any financial assistance received from an outside source, which the unit member is not required to repay.

5) Tuition costs, to the amount authorized, may be paid to the unit member upon presentation of proof of tuition payment and a passing grade of "C" or higher.

6) If a unit member terminates from City employment for any reason within twelve months of completion of the course, the unit member shall return to the City 100% of the reimbursement.

Section 5 -4 INTERPRETING AND TRANSLATION PAY

Unit members who are able to speak and complete a proficiency examination at the Intermediate High or higher level, and comprehend at least at an Intermediate High level will receive a pay incentive of $1,200.00 annually or $ 46.15 per pay period paid in 26 equal installments.

Unit members who speak at the Intermediate up to the Intermediate High level and comprehend at least at an Intermediate Low level, are eligible for a pay incentive of $600.00 annually or $23.07 per pay period paid in 26 equal installments.

Testing process and procedures are governed by the City-wide Bilingual Pay policy.

Section 5-5: HEALTH AND DENTAL BENEFITS

A. Health insurance:

During the term of this Memorandum of Understanding 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.

B. Dental insurance:

During the term of this Memorandum of Understanding the City will pay the following portion of the unit member's 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 an ACE representative in the process of evaluating health insurance coverage and providers, including review of existing contracts, Requests for Proposals and responses.

Section 5-6: LIFE INSURANCE

During the term of this Memorandum of Understanding the City shall make group life insurance coverage available for every regular or initial probationary unit member who works in a budgetary approved position of 20 hours or more per week at least equal to the unit member's annual salary. Additional life insurance coverage for the unit member, spouse and dependent children shall also be made available. The premiums for this insurance shall be paid by the City or the unit member as determined by the City Council. 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 5-7: WORKERS COMPENSATION

The City will continue its existing Workers Compensation coverage.

Section 5-8: HEALTH CARE REIMBURSEMENT ACCOUNT

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

Section 5-9: RETIREMENT HEALTH SAVINGS PLAN

During the term of this Memorandum of Understanding the City will continue the current Retirement Health Savings Plan (RHSP) for all regular, benefited unit members with a contribution of $800 for every year of City service paid in to retiring unit members' RHSP accounts provided they have five (5) or more years of service with the City at the time of retirement. Prior to implementing any changes to the RHSP, the City will meet with ACE to discuss these changes and obtain input.

Section 5-10: EMPLOYEE BENEFICIARY PAYMENTS

The beneficiaries of a unit member who dies prior to retirement shall receive compensation for all accumulated sick leave at the rate of fifty percent (50%) of the accumulated sick leave hours at the unit member's current base rate and shall receive compensation for Years of Service Pay as established by the City Manager for each twelve (12) month year of City of Chandler service prorated for any partial year.

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, ACE will arrange for printing of jointly approved copies of it for furnishing one (1) to every unit member, unit supervisor and to management personnel. The cost of such duplication will be paid for equally by ACE and the City.

Section 6-3: TERM AND EFFECT OF MEMORANDUM

A. This MOU shall remain in full force and effect from July 1, 2015 through June 30, 2017, 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 of the year immediately preceding the expiration of the MOU of its request to modify.

B. Except as expressly provided in this MOU, the City and ACE 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_____, 2015

City of Chandler

By: _____
Mayor

ACE

By: _____
ACE President

Attest: _____
City Clerk

Approved to form:

_____
City Attorney