MOU 15-03

# MEMORANDUM OF UNDERSTANDING

**July 1, 2015 – June 30, 2017**

CITY OF MARICOPA
PROUD HISTORY · PROSPEROUS FUTURE

**CITY OF MARICOPA**

**AND**

**PROFESSIONAL FIREFIGHTERS OF MARICOPA**
**IAFF**
**LOCAL 4561**

**REPRESENTING**
**MARICOPA FIRE FIGHTERS**

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## DEFINITIONS

The following words, terms and phrases, when used in this Memorandum, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Board of Trustees** means the Board of Trustees designated by the Professional Firefighters of Maricopa IAFF Local 4561.

**City and Employer** means the City of Maricopa, an Arizona municipal corporation.

**City Code** means the Maricopa City Code as adopted by the City Council, as may be amended from time to time.

**City Council** means the City Council for the City of Maricopa.

**City Manager** means the City Manager of the City of Maricopa, or his designee.

**Department** means the Maricopa Fire Department for the City of Maricopa.

**Day** means calendar day except as otherwise stated.

**Fire Chief** means the Fire Chief of the City of Maricopa, or his designee.

**Employee** shall mean benefited full-time and benefited part-time employees; but shall exclude contracted, temporary, seasonal, or new probationary employees, employees on leaves of absence where the duration of time off is in excess of six (6) months with the exception of employees on military leave.

**Employee Organization, Employee Group, Local, Union and Unit** means an organization designated by the City Council as authorized to represent employees in the meet and confer process as described in this Code and other codes of the city for the purpose of meeting and conferring relating to wages, hours, benefits and other conditions of employment including the Professional Firefighters of Maricopa, IAFF Local 4561.

**Fiscal year** means the budget term adopted by the City.

**FLSA** means the Fair Labor Standards Act, as amended from time to time.

**Human Resources** means the Department of Human Resources for the City of Maricopa.

**Management** shall mean any city employee who is engaged primarily in executive, management, supervisory functions, and/or is charged with the responsibility of developing, administering or effectuating management policies. Fire personnel below the rank of Battalion Chief are exempt from this designation. The determination of

management status shall be made by the City Manager and may be amended from time to time.

**Mayor** means the Mayor of the City of Maricopa, or his designee.

**Meet and Confer Ordinance and Meet and Confer Code** means Ordinance 11-09 as adopted by the City Council on **August 16, 2011**, as may be amended from time to time.

**Memorandum or MOU** means this Memorandum of Understanding as approved by the Professional Firefighters of Maricopa IAFF Local 4561 and the City Council on May 5, 2015.

**Personnel Policies and Procedures** means the City of Maricopa Personnel Policies and Procedures, as may be amended from time to time.

**State** means the State of Arizona.

## 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 Maricopa, hereinafter referred to as the "City" and, IAFF Local 4561, hereinafter referred to as the "Employee Organization," 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 Maricopa with their joint recommendation that the body resolve to adopt its terms.

## ARTICLE 1: 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 employees; 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 employees 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:** **City and Management Rights**

The City and the City Manager's rights are not subjugated or diminished in any way by any expressed or implied duty or obligation to meet and confer. Retained management rights are not subject to the grievance procedure contained in any memorandum of understanding, nor are they subject to any other appeal or complaint process.

A. The City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force 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, to 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, to establish rules and practices governing the conduct of employees, to direct and supervise its employees and their work, to take disciplinary action, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods and or services shall be made, to 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 employees 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; to establish, revise and implement standards for hiring and promoting employees; to determine the need for additional positions and the qualifications of new employees and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion; to evaluate and judge the skill, ability and efficiency and general work performance of employees; to adopt and to 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. The City also has the right to take all necessary actions to maintain uninterrupted service to the community.

C. 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.

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

**Section 1-3: Employee Organization Rights**

A. 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 employee's work shift in pursuit of benefits provided by this Article.

B. The Employee Organization, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Fire Fighter's Unit as noted in City of Maricopa Ordinance number 11-09 and Article VI, Section 3-278 of the City Code.

C. During the term of the Memorandum of Understanding Employee Organization officials will be released from duty with full pay when directed by the City to participate in a meeting with the City and/or City representatives.

D. Employee Organization representatives shall be released from duty with full pay to provide employee representation in a grievance hearing or disciplinary meeting with an employee.

E. The Employee Organization, through its designated representative, may distribute materials on the City premises (building and grounds) only before and after scheduled

departmental activities designated by the Fire Chief. Activities will not in any manner interfere with the efficient and economical operations of the Department, or adversely impact the level of emergency service or support services.

F. Each M.O.U. year, the City will, subject to operational requirements, allow release time with pay up to a maximum of five hundred (500) hours cumulative for all duly elected officers to include the President, Vice President, Executive Vice President, State Vice President, Secretary/Treasurer and trustees of the Employee Organization and members appointed in writing by the President of the Maricopa Fire Fighters Local 4561 for specific committees (not to include department committees), to attend Employee Organization business and Board of Trustees meetings. These hours are not subject to normal leave policies.

G. Notice must be submitted to the Fire Chief or his designee by the Employee Organization no later than seventy-two (72) hours in advance of the release time.

H. Employee Organization members may be authorized in advance in writing per occurrence to engage in Employee Organization related activities during duty hours on a non-paid basis by the Fire Chief at such time and in such instances when in the discretion of the Chief such will not in any manner interfere with the efficient and economical operations of the Department nor adversely impact the level of Fire Fighting services or support services.

I. There shall be no use of official time for Employee Organization-related activities except as expressly authorized under this Article. The Department shall maintain procedures to administer and control use of official time in conformity with the provisions of the Article.

J. City shall furnish to the Employee Organization on request, at actual cost, a listing of Employee Organization members on City payroll deduction in July and January during the term of this Memorandum indicating name, mailing address, and job assignment. The Employee Organization 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 shall not release said information without member consent.

K. Payroll Deduction

1) The City shall deduct yearly from all twenty-six (26) checks of Employee Organization members, the regular periodic Employee Organization membership dues pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Employee Organization no later than the fourteenth ($14^{th}$) day

following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deduction shall be made only when the Employee Organization member's earning for a pay period, are sufficient after other legally required deductions are made.

2) Authorization for membership dues deduction herein under shall remain in effect during the term hereof unless revoked in writing by the employee. The City shall accept revocation of deductions be effective the following payroll period. Re- enrollments shall only be accepted by the city during the first week of January and July for the term of this Memorandum. The City will notify the Employee Organization of any revocations submitted to it.

3) The City shall not make dues deductions for unit members on behalf of any other non-designated Employee Organization (as defined in the Meet and Confer Code) during the term of this Memorandum.

4) It is agreed that the City assumes no liability on account of any actions taken pursuant to this section. The City will, however, as promptly as technically possible, implement changes brought to its attention.

5) The City shall, at the written request of the Employee Organization during the term of this Memorandum, make changes in the amount of dues deduction hereunder for the general membership, provided costs for implementing such changes shall be reimbursed by the Employee Organization at actual cost incurred by the City. Any said changes shall be limited to July and January of each year.

L. Facilities and Services

1) The City shall provide the Employee Organization with space for bulletin boards for its use in communicating with its members at mutually agreeable locations. The City shall grant sole and exclusive use of such bulletin boards to the Employee Organization. Bulletin boards shall not exceed one per station or 4' x 3' (width by height) in size.

2) The City shall make available use of City Facilities such as Fire Stations, Administrative Conference Rooms and assembly areas for the Union to conduct and hold such things as Union Meetings, Trustee Meetings and other types of Union business. Use of these facilities shall follow current scheduling practices.

3) Material which is not abusive of any person or organization, which complies with City policy and applicable laws regulating the political activities of City Employees, and which is not disruptive of the City's operations, may be posted or distributed, provided that such material is signed by an authorized official of the Employee Organization. The Employee Organization may grieve any removal by the City of posted material.

M. Recognition

The City recognizes the Employee Organization as the sole and exclusive Meet and Confer agent, 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 non-probationary employees in the bargaining unit. Employee Organizations shall have no rights beyond those specified in the Meet and Confer Ordinance and this Memorandum.

N. Employee Organization

Members who are considered supervisory shall act in a capacity which encourages unit member/management teamwork and shall work with management collaboratively to ensure unit members act in a manner that encourages teamwork and contributes to a positive work environment within the city, its' officers and employees. The unit member who is in a supervisory capacity, on a permanent or acting basis, shall be held accountable for their management duties first and foremost during their time at work and shall not act in an inconsistent manner with their supervisory duties.

**Section 1- 4: Unit Member Rights**

A. Eligible City employees have the right to be represented by an Employee Organization and to have a member of the Employee Organization present during the disciplinary process. The disciplinary process does not apply to an interview of an employee during the normal course of work, counseling, instruction, informal verbal admonishment or other routine or unplanned contact with a supervisor.

B. All unit employees shall have the right to join or not to join the Employee Organization as they individually prefer. Employees have the right to participate on behalf of or engage in activities on behalf of an Employee Organization 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 for or against Employee Organizations. Violations will necessitate disciplinary action.

C. An exclusive Employee Organization must equally and fairly represent all employees in the unit.

D. All unit employees shall have the right to present their own grievance.

**Section 1 – 5:** **Prohibition of Strike and Lockouts**

A. The Employee Organization and the unit members covered by this Memorandum recognize and agree that rendering of services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety and welfare of the Citizens of the City of Maricopa.

B. The Employee Organization pledges to maintain unimpaired municipal services as directed by the City. Neither the Employee Organization, nor any unit member, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum neither the City nor its agents for any reason shall authorize, institute, aid or promote a lockout of unit members covered by this memorandum.

C. Should any unit member during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section 1-5B, the City Manager or his designee shall immediately notify the Employee Organization that a prohibited action is in progress.

D. The Employee Organization shall forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and shall notify in writing all Employee Organization members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification shall be delivered to the office of the City Manager. In addition, the Employee Organization shall order all unit members violating this Article to immediately return to work and cease the strike or other prohibited activity. Such order shall be delivered both orally and in writing to all unit members violating this Article with copies of the written order to be delivered to the office of the City Manager.

E. Penalties or sanctions the City may assess against a unit member who violates this Section shall include, but not be limited to:

1) Discipline up to and including discharge.

2) Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.

F. Should the Employee Organization during the term of this Memorandum and until such time that it is expressly and legally rescinded, breach its obligations under this Section, it is agreed that all penalties set forth in the City Code, shall be imposed on the Employee Organization, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.

G. Nothing contained herein shall preclude the City from obtaining judicial restraint or from seeking damages from the Employee Organization, in the event of a violation of this Section.

## ARTICLE 2: Procedure for Alleged Breach of MOU

**Section 2 – 1:** **Labor-Management Procedure for Alleged Breach of MOU**

If either a designated Employee Organization or employee claims that the Memorandum of Understanding has been breached, the Parties alleging the breach shall:

A. First, with the objective of resolving the alleged breach, discuss the alleged breach directly with the immediate supervisor outside the designated employee group. If the alleged breach is not resolved with ten (10) work days, a written allegation of the alleged breach may be filed with the immediate supervisor, with a copy to the Human Resources Division. To be considered, the alleged breach must be timely submitted and contain, at a minimum, the specific contractual provision(s) of this Memorandum of Understanding that is/are alleged to have been violated with facts constituting the alleged violation(s) and relief sought.

B. If, after ten (10) work days from the date that the alleged breach was filed with the immediate supervisor, the alleged breach is not resolved, the alleged breach may be filed with the Fire Chief. He or his designee shall schedule a meeting in an attempt to resolve the alleged breach no later than five (5) work days following receipt of the written alleged breach. The Fire Chief or his designee will have ten (10) additional work days to render a decision.

C. If the response of the Fire Chief does not result in resolution of the issue then the alleged breach may be submitted to a Review Committee within five (5) work days of the response. The Review Committee shall be composed of :

**Chairman** – A member designated by the City Manager.
**Secretary** – Human Resources Director or designee.
**Member** – Employee Organization President or his designee.

1. The Committee shall schedule a hearing regarding the alleged breach at which the parties shall be afforded the opportunity to fully present their positions and to be represented. Each party shall be entitled to bring documents and/or witness(es), at the expense of the Party bringing the witness(es), to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine the witness(es) brought by the other party.

2. If the Employee Organization so elects, in writing, within the above time limit, in lieu of such hearing the alleged breach may be reviewed by an arbitrator. The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties shall, within five (5) work days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:
   i. The arbitrator shall be bound by the language of the Memorandum and departmental rules and regulations consistent therewith in considering any issue properly before him.
   ii. The arbitrator shall expressly confine himself to the precise issue submitted to him and shall have no authority to consider any other issue not so submitted to him.
   iii. The arbitrator shall be bound by applicable State and City laws.

iv. The Review Committee or the arbitrator shall submit findings and advisory recommendations to the employee organization and to the City Manager. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

D. The City Manager shall, within ten (10) work days of the receipt of the written findings and recommendations, make the final determination of the alleged breach and submit it in writing to the Employee Organization.

E. Failure of City Management representatives to comply with time limits specified in Paragraph 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. The Employee Organization may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Employee Organization by the specific terms of Article 1 – 3 of the Memorandum. The Employee Organization shall file such grievance at Step C of the Procedure. All other grievances must be filed and signed by a unit member, subject to the provisions of this Article.

G. Employer grievances, should they occur as a result of official Employee Organization activities or actions, including the failure to act as required under this Memorandum, will be presented directly to the Employee Organization President within fifteen (15) work days of the occurrence prompting the grievance. The President shall in each case provide a written answer within five (5) work days from receipt of the grievance.

**Section 2 – 2:** **Personnel Grievance Procedure**

The city will maintain its current personnel grievance procedure for unit members during the term of this Memorandum not withstanding changes required by federal, state or case law changes that are universal in their impact within the public sector.

**Section 2-3:** **Fire Department Labor-Management Committee**

A. There shall be a Fire Department Labor-Management Committee consisting of a minimum of four (4) members representing the Employee Group and four (4) members representing Fire Department Management. One of the members representing the Fire Department shall be the Fire Chief or his designee. The

purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for free and informal discussion of mutual concerns and problems. Topics for discussion shall include but are not limited to implementation of new department programs, changes in current departmental programs or anything that will have an impact on service delivery, work schedules or duties.

B. The Committee shall meet quarterly or as necessary at mutually agreed upon times.

C. Any specific issues which remain unresolved as a result of this process will be brought forward for consideration during the next meet and confer for review of the provisions of this MOU.

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

## ARTICLE 3 – COMPENSATION AND WAGES

**Section 3-1:** **Base Wages**

**A. Section 3-1 A. Effective the first full pay period in July 2015, Unit members will be assigned to a pay step as listed in Appendix I, that is nearest to, but not less than their current rates of pay. For fiscal year 2015-16, Unit members shall not receive any increase in addition to the assignment to the new pay step. Members will be eligible for advancement in the Pay Step Schedule beginning July 1, 2016.**

**B. In recognition of continued meritorious service, and effective the first full pay period following the Unit member's anniversary date or promotional date in current rank after July 1, 2016, and each agreed and executed MOU year thereafter, the member shall be advanced one step in the Fire Pay Step Schedule until they have advanced to the maximum step as established for his rank in the Pay Step Schedule. Step increases will be based on the Fire Pay Step Schedule (Appendix I) approved by common motion of the City Council.**

C. Cost of Living Adjustment

For the term of this Memorandum, the City will provide all Unit members with the same cost of living adjustments provided to all other City employees by the City Council.

D. If a Unit Member is under disciplinary probation on his anniversary date, the Unit member will not receive a step increase on his anniversary date. The employee will be re-evaluated upon completion of the disciplinary probation or 90 days, whichever is less, to determine if he has improved sufficiently to warrant a step increase at that time.

E. Upon performance improvement, the member will receive the step increase, with no retroactive pay. The members' anniversary date for the purpose of annual evaluations will not change due to the delay in movement to the next step.

**F. Rank promotional compensation shall be as follows:**

1. **Upon promotion to Engineer, the employee shall be placed in a step that is no less than five percent (5%) above the employee's current rate of pay as a Firefighter.**
2. **Upon promotion to Captain, the employee shall be placed in a step that is no less than five percent (5%) above the employee's current rate of pay as a Firefighter or Engineer.**
3. **Placement in the new grade will be limited to the maximum step of the grade.**

**Section 3-2:** **Paramedic Pay**

Members who are certified Arizona paramedics will receive assignment pay equal to ten percent (10%) above their current step.

**Section 3-3:** **Special Operations Pay**

Special Operations Pay will be entitled to Unit Members that meet the standards of certification and are assigned accordingly. Certification standards shall be agreed upon by the Fire Departments Labor-Management Committee. Special Operations Pay includes but is not limited to Hazardous Materials, Technical Rescue, and other special operation programs approved by the Fire Chief. Pay for certified members shall be one hundred ($100.00) per pay period. A unit member shall receive only one special operations incentive per pay period. A unit member may be certified in more than one special operation.

**Section 3-4:** **Overtime**

Unit member who are assigned to be on duty beyond their scheduled shift shall be compensated for such assigned work at one and one-half (1 ½) times their regular rate of pay. Unit employees assigned to fifty-six (56) or forty (40) hours are compensated after the first seven (7) minutes of assigned worked overtime calculated to the nearest one-quarter (1/4) hour. Sick and annual leave shall be considered as hours worked for credit towards overtime calculations. The Fire Chief or designee shall endeavor to make overtime opportunities equal between unit members by rank, shift and time on the job. The procedures for managing overtime shall be a topic for discussion in the Fire Departments Labor-Management Committee. These discussions shall include such things as notification, range and rank for backfilling positions and other details needed for a working procedure. This procedure shall then be used by the Fire Department. Any subsequent alterations to this procedure shall be subject to discussion by the Fire Department Labor Management Committee. Should a disagreement arise the matter will be a subject for discussion during the meet and confer for review of the provisions of this MOU.

**Section 3-5:** **Special Event Pay**

**Unit members who are working designated special events within the City of Maricopa, and authorized by the Fire Chief or designee shall be compensated at two (2) times their rate of pay. The work hours shall be established and noted as to the special rate of pay, with an adjusted rate appearing on the employee's payroll as Special Event-OT.**

**Section 3-6:** **Holiday Overtime**

**Unit members who are called into work on the following holidays, not as their regular scheduled shift, shall be compensated at two (2) times their rate of pay for those hours. The holidays that qualify for this adjusted rate of pay include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.**

**Section 3-7:** **Call Back Pay**

Call back time shall be a minimum of four (4) hours at one and one-half (1 ½) times the unit members regular rate of pay (fifty-six (56) or forty (40) hours depending on their assignment) after the first seven (7) minutes calculated to the nearest one-quarter (1/4) hour.

**Section 3-8:** **Light Duty Assignments**

**A Unit member assigned to light duty for more than two (2) pay periods shall have his hours converted from a 56-hour to 40-hour schedule using the following formula to convert to a 40-hour hourly rate:**

| | Annualized Salary | |
|---|---|---|
| 2919 x Hourly rate | = A | 56 hour rate |
| 156 x .5 x Hourly rate | = B | |
| Total of both | A + B | |
| 2080 / Total of both | = A + B / 2080 | 40 hour rate |

**Example:**

| | Annualized Salary | |
|---|---|---|
| 2919 x $20.00 | = $58,380.00 | 56 hour rate |
| 156 x .5 x Hourly rate | = $1,560 | |
| Total of both | $59,940 | |
| 2080 / Total of both | = $28.82 | 40 hour rate |

**The members' leave accrual balance and rate of leave accrual will also be adjusted to align with the 40-hour schedule after two (2) consecutive pay periods for the remainder of the light duty assignment.**

**Section 3-9:** **Authorized Staff Assignments**

**A Unit member assigned to work a 40-hour administrative staff assignment shall have his hours converted from a 56-hour to 40-hour schedule using the formula described in Section 3-8 Light Duty Assignments, and will be eligible for a 6% increase in pay as an incentive. The incentive will be added to the member's pay when he has been converted to the 40-hour schedule.**

**A. The member will be converted to a 40-hour schedule when the assignment exceeds two (2) consecutive weeks. The member will continue to be eligible for Paramedic or Special Operations assignment pay.**

B. **Members assigned to authorized staff assignments shall be eligible to work a minimum of one twenty four (24) hour operations overtime shift per pay period; additional overtime shall be at the discretion of the Fire Chief.**

**Section 3-10:** **Working Out-of-Classification**

Unit employees assigned to work out-of-class for a period of four (4) hours or more shall meet the minimum qualifications to receive out-of-class pay. The pay for working out-of-class shall be five percent (5%) above base salary. The same shall apply for forty (40) hour employees, and shall only apply for the shifts the employee is working out-of-class.

**Section 3-11:** **Bilingual Pay**

The City shall provide payment of fifty dollars ($50.00) per month when the City certifies the employee as qualified.

## ARTICLE 4: HOURS OF WORK and FILLING VACANCIES

**Section 4-1:** **Hours of Work**

A. All employees covered by this MOU shall work a regular shift of a 48/96 work schedule consisting of two consecutive shifts of 24 consecutive hours, each followed by 96 consecutive hours off. Unit members on the 48/96 work schedule work an average of 56 hours per week or 112 hours per two week pay period.
B. The work hours and schedule of Unit employees assigned to the forty (40) hour schedule shall be at the discretion of the Fire Chief, refer to Section 3-9: Authorized Staff Assignments.

**Section 4-2:** **Filling Vacancies**

A. The Fire Chief or designee will endeavor to permanently fill vacancies in regular positions, which are duly authorized to be filled, expeditiously within limitations imposed on him by administrative and operational factors, and thereafter, consistent with applicable laws, based on length of service by classification when fitness and qualifications of interested employees for the particular vacancy are deemed to be equal. When requested, the Fire Chief shall indicate why an employee was or was not transferred into a vacancy as part of the Fire Department Labor-Management Committee process. Also the actual assignment procedure shall be a priority for the Fire Department Labor-Management Committee to work out. This procedure shall include such things as notification of vacancies, how to bid for a vacancy, timelines and other details needed for a working procedure. This procedure shall then be used by the Fire Department. Any

subsequent alterations to this procedure shall be subject to discussion by the Fire Department Labor Management Committee. Should a disagreement arise the matter will be a subject for discussion during the meet and confer for review of the provisions of this MOU.

B. In case of personnel reduction the employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. Service with the Maricopa Fire Department including the Maricopa Fire District shall constitute total seniority. No new employee shall be hired until all laid-off employees have been given ample opportunity to return to work.

## ARTICLE 5: BENEFITS

**Section 5– 1:** **Health and Vision Insurance**

For the term of this Memorandum, the City will provide all members with the same health benefits, at the same cost-sharing level, as all other City employees.

**Section 5– 2:** **Dental Insurance**

For the term of this Memorandum, the City will provide all members with the same health benefits, at the same cost-sharing level, as all other City employees.

**Section 5-3:** **Life Insurance**

For the term of this Memorandum, the City will provide all members with the same health benefits, at the same cost-sharing level, as all other City employees.

**Section 5-4:** **Short Term Disability Insurance**

As new employees of the City of Maricopa, all members shall be qualified to receive Short Term Disability coverage, and maintained throughout the term of this M.O.U. All paperwork must be filed with Human Resources as soon as possible to be eligible for this benefit. It is the responsibility of the employee to file said forms.

**Section 5-5:** **Long Term Disability Insurance**

All members shall be qualified to receive Long Term Disability coverage through their retirement benefits under the Public Safety Personnel Retirement System (PSPRS) and have it maintained as designated by the PSPRS throughout the term of the Memorandum.

**Section 5-6:** **Deferred Compensation**

Effective July 1, 2015, the City shall match up to one percent (1%) of each employees bi-weekly gross pay per pay period to the City's deferred compensation plan.

**Section 5-7:** **Social Security Reimbursement**

**For the term of this M.O.U. or until such time that social security benefits are no longer deducted, the City shall reimburse Unit members, hired prior to January 1, 2012 and covered under Public Safety Personnel Retirement System (PSPRS), for Social Security deductions the employee portion of the Social Security deduction at 100% up to the 6.2% rate currently established by the federal government. Employees hired after January 1, 2012 shall be required to pay the employee's portion of the Social Security deduction in full.**

**Section 5-8:** **Holidays**

A. For Unit members on a forty (40) hour work week schedule the following holidays shall apply:

New Year's Day
Martin Luther King, Jr./Civil Rights Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Floating Holiday

B. Employees working a fifty six (56) hour schedule shall receive eleven and two-tenths (11.2) hours pay per each holiday. In lieu of one (1) floating holiday each year, Unit members shall be paid eleven and two-tenths (11.2) hours on the first full

pay period in December. Such payments shall be at the Unit members current pay rate and shall not be counted as hours worked for the computation of overtime.

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

**Section 5-9: Vacation**

A. All full-time unit members shall earn vacation leave as outlined in the following schedule. Hours are given per pay period.

| 40 hr work week | | 56 hour work week | |
|---|---|---|---|
| 0 - <3 years | 3.4 hrs | 0 - <3 years | 4.76 hrs |
| 3 - <5 years | 4.31 hrs | 3 - <5 years | 6.03 hrs |
| 5 - <10 years | 5.54 hrs | 5 - <10 years | 7.75 hrs |
| 10 - <15 years | 6.46 hrs | 10 - <15 years | 9.04 hrs |
| 15+ years | 7.38 hrs | 15+ years | 10.33 hrs |

B. Vacation credits shall not be allowed to accumulate in excess of four hundred (400) hours for a fifty-six (56) hour work week employee. Unit members having hours in excess of the maximum hours to be carried forward from one calendar year to the next December 31 of each year shall forfeit those hours in excess of the maximum, unless said Unit member qualifies for an exception in accordance with subsection D of this Section 5-9.

C. Vacation credits shall not be allowed to accumulate in excess of two eighty six hours (286) hours for a forty (40) hour workweek employee. Unit members having hours in excess of the maximum hours to be carried forward from one calendar year to the next December 31 of each year shall forfeit those hours in excess of the maximum, unless said Unit member qualifies for an exception in accordance with subsection D of this Section 5-9, or Section 5-10.

D. The Fire Chief may allow the employee to carry over more than four hundred (400) vacation hours or its forty (40) hour equivalent if requested in writing by the Unit member prior to December 1. The Fire Chief shall ensure that the excess accrual is used prior to the first of July of the same fiscal year and it shall not be allowed for more than two successive years.

**Section 5-10:** **Vacation Buy Back**

**Employees who have taken at least fifty-six (56) hours of vacation during the calendar year and who have an excess of the maximum hours to be carried forward from one calendar year to the next at December 31 of each year will be paid for the hours in excess of the maximum hours after December 31. Such payment shall be at the employee's current rate of pay and shall not be used for the computation of overtime.**

**Section 5-11:** **Uniforms**

A. Unit employees will receive six hundred and fifty dollars ($650.00) uniform allowance per annum. The uniform allowance will be in the form of a credit at the Fire Departments designated uniform vendor.

B. At the end of the city's fiscal year, the unused portion of the member's uniform allowance will remain in the City's control.

**Section 5-12:** **Sick Leave and Other Leave**

A. Every full-time unit member shall be credited three and seven tenths (3.7) hours per forty (40) hour work week~~)~~ or five and eighteen one hundredths (5.18) hours per fifty-six (56) hour work week for each completed pay period. Sick leave shall accrue with no maximum hours of accrual.

B. Bereavement leave shall be granted as special leave with pay, not chargeable against any leave credits, for a period not to exceed four (4) work days. Two (2) additional days of special leave with pay may be granted if the employee must travel out of state. The Fire Chief or designee shall approve this special leave with pay. If additional leave is needed, the employee must use vacation credits or take leave without pay.

C. Death of Co-worker: Special leave of absence with pay may be granted by the City Manager to allow co-workers to attend memorial/funeral services allowing sufficient local travel time to and from service site. Such leave is not to be charged to any of the employee's accrued leave or compensatory time. City emergency services will be maintained by mutual aid requests moving up neighboring agencies into the city for coverage.

D. **Military Leave: Unit members who are members of the National Guard or the Military Reserves shall receive all benefits provided for in USERRA (Uniformed Services Employment and Re-employment Rights Act of 1994) and any state or federal regulations. In accordance with Arizona Revised Statutes (A.R.S. 26-168 and 38-610), and employee with competent written military orders shall be granted paid leave up to a maximum of 336 hours for 56-hour members, in any 24 consecutive months.**

**Section 5-13:** **Payment of Sick Leave for Line of Duty Death**

**The beneficiaries of a Unit Member who dies in the line of duty shall receive compensation for 100% of all accrued sick leave at the unit member's current hourly rate. The City's HR Department will determine the amount of accrued and unused sick leave to be compensated. Payment of the sick leave shall be made within 14 days to the designated beneficiary according to City life insurance records.**

**Section 5-14:** **Post Employment Health Plan**

**During fiscal year 2015-2016, the City agrees to meet and discuss with IAFF the feasibility of offering a Post Employment Health Plan (PEHP) for unit members. The PEHP is a tax-free defined contribution health reimbursement arrangement (HRA) which allows money to be set aside for the payment of medical expenses that retirees incur after employment ends.**

**A plan will be implemented at a mutually agreeable point in time, provided both the City and the Union agree to the terms of the Plan and the cost impact to the City.**

## ARTICLE 6: MISCELLANEOUS

**Section 6 – 1:** **Saving Clause**

A. If any Article or Section of this Memorandum should be held invalid by operation of law or by final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum 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 substitution provision or that such a substitute provision is not indicated.

B. It is recognized by the parties that this M.O.U. 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 days (60) of the date that this Memorandum is adopted by the City Council, the Local will arrange for printing of jointly approved copies of it for furnishing one to every unit employee, unit supervisor and to management personnel. The cost of such duplication and distribution will be paid for equally by the Employee Organization and the City.

**Section 6– 3:** **Term and Effect of Memorandum**

A. This Memorandum shall remain in full force and effect beginning on its day of execution for non-economic provisions and the 1st full pay period in July 2015 for economic provisions, through June 2017 and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than November 1st, of its request(s) to modify or terminate it.

B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.

C. If any section or provision of this Memorandum violates existing Federal, State, or City law, then such law shall supersede such provisions or section.

D. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Employee Organization having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.

E. This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions.

F. The City's rules and regulations, administrative directives, departmental rules and regulations, and work place practices shall govern employee relations unless there is a specific conflict with a memorandum of understanding approved by the City

Council pursuant to the Meet and Confer Ordinance. Where a specific conflict exists, the memorandum of understanding shall govern.

G. A memorandum of understanding cannot contradict the Meet and Confer Ordinance.

**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names this 5th day of May, 2015.

City of Maricopa

By: _____
Mayor Christian Price

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Employee Organization Representative

By: _____
President Carlos Schulz
Professional Firefighters of Maricopa
IAFF, Local 4561

CITY OF MARICOPA INCORPORATED 2003 MARICOPA, ARIZONA

(SEAL)

ATTEST:

_____

## Appendix I

### Fire Pay Step Schedule

| Firefighter | | | |
|---|---|---|---|
| **Step** | **Hourly Rate @ 2919 annual hours** | **Annualized Rate** | **Annualized Paramedic Pay (10%)** |
| Recruit | 16.79 | $ 49,011.74 | $ 4,901.17 |
| 1 | 17.29 | $ 50,482.09 | $ 5,048.20 |
| 2 | 17.81 | $ 51,996.55 | $ 5,199.65 |
| 3 | 18.35 | $ 53,556.45 | $ 5,355.64 |
| 4 | 18.90 | $ 55,163.15 | $ 5,516.31 |
| 5 | 19.46 | $ 56,818.04 | $ 5,681.80 |
| 6 | 20.05 | $ 58,522.58 | $ 5,852.25 |
| 7 | 20.65 | $ 60,278.26 | $ 6,027.82 |
| 8 | 21.27 | $ 62,086.61 | $ 6,208.66 |

| Fire Engineer | | | |
|---|---|---|---|
| **Step** | **Hourly Rate @ 2919 annual hours** | **Annualized Rate** | **Annualized Paramedic Pay (10%)** |
| 1 | 21.92 | $ 63,971.74 | $ 6,391.74 |
| 2 | 22.57 | $ 65,890.90 | $ 6,589.09 |
| 3 | 23.25 | $ 67,867.62 | $ 6,786.76 |
| 4 | 23.95 | $ 69,903.65 | $ 6,990.36 |
| 5 | 24.67 | $ 72,000.76 | $ 7,200.07 |

| Fire Captain | | | |
|---|---|---|---|
| **Step** | **Hourly Rate @ 2919 annual hours** | **Annualized Rate** | **Annualized Paramedic Pay (10%)** |
| 1 | 25.42 | $ 74,187.40 | $ 7,418.74 |
| 2 | 26.18 | $ 76,413.02 | $ 7,641.30 |
| 3 | 26.96 | $ 78,705.41 | $ 7.870.54 |
| 4 | 27.77 | $ 81,066.57 | $ 8,106.65 |
| 5 | 28.61 | $ 83,498.57 | $ 8,349.85 |

*Salary calculations are carried out to the thousandth decimal place.