MEMORANDUM OF UNDERSTANDING

July 1, 2020 – June 30, 2022

CITY OF MARICOPA

AND

PROFESSIONAL FIREFIGHTERS OF MARICOPA
IAFF
LOCAL 4561

REPRESENTING
MARICOPA FIREFIGHTERS

Table of Contents

DEFINITIONS 3

PREAMBLE 5

ARTICLE 1: RIGHTS 6
- Section 1 – 1: Purpose / Gender 6
- Section 1 – 2: City and Management Rights 6
- Section 1 – 3: Employee Organization Rights 7
- Section 1 – 4: Unit Member Rights 10
- Section 1 – 5: Prohibition of Strike and Lockouts 10

ARTICLE 2: PROCEDURE FOR ALLEGED BREACH OF MOU 11
- Section 2 – 1: Labor-Management Procedure for Alleged Breach of MOU 11
- Section 2 – 2: Personnel Grievance Procedure 13
- Section 2 – 3: Fire Department Labor-Management Committee 13

ARTICLE 3: COMPENSATION AND WAGES 14
- Section 3 – 1: Base Wages 14
- Section 3 – 2: Paramedic Pay 14
- Section 3 – 3: Special Operations Pay 15
- Section 3 – 4: Overtime 15
- Section 3 – 5: Special Event Pay 15
- Section 3 – 6: Holiday Overtime 15
- Section 3 – 7: Call Back Pay 16
- Section 3 – 8: Light Duty Assignments 16
- Section 3 – 9: Authorized Staff Assignments 16
- Section 3 – 10: Working Out-of-Classification 17
- Section 3 – 11: Bilingual Pay 17

ARTICLE 4: HOURS OF WORK AND FILLING VACANCIES 17
- Section 4 – 1: Hours of Work 17
- Section 4 – 2: Filling Vacancies 17

ARTICLE 5: BENEFITS 18
- Section 5 – 1: Health and Vision Insurance 18
- Section 5 – 2: Dental Insurance 18
- Section 5 – 3: Life Insurance 18
- Section 5 – 4: Short Term Disability Insurance 18
- Section 5 – 5: Long Term Disability Insurance 18
- Section 5 – 6: Deferred Compensation 19
- Section 5 – 7: Social Security Reimbursement 19
- Section 5 – 8: Holidays 19
- Section 5 – 9: Vacation 20
- Section 5 – 10: Vacation Buy Back 20
- Section 5 – 11: Uniforms 20
- Section 5 – 12: Sick Leave and Other Leave 21
- Section 5 – 13: Payment of Sick Leave for Line of Duty Death 21
- Section 5 – 14: Post Employment Health Plan 22
- Section 5 – 15: Cancer Screening 22

ARTICLE 6: MISCELLANEOUS 22
- Section 6 – 1: Saving Clause 22
- Section 6 – 2: Copies of Memorandum 23
- Section 6 – 3: Term and Effect of Memorandum 23

APPENDIX 25

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 **June 2, 2020.**

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 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, 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 MOU year, the City will, subject to operational requirements, allow release time with pay up to a maximum of three hundred and sixty (360) hours cumulative for all representatives 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. The 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 the use of official time in conformity with the provisions of the Article.

J. The 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 the 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 (14th) 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 to 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 supervisors 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 within 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 the 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) workdays 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) workdays 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) 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 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 a 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) workdays 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 notwithstanding 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. Fire Fighters, Fire Engineers and Fire Captains will be compensated based on the salary step plan in the Appendix. The City will do a market study every two (2) years beginning the effective date (FY 21/22) of this MOU to determine compensation and ensure city wages remain competitive. The survey will include salary, benefits, and cost of living. City staff will conduct the survey comparing like positions in the following cities: Superstition Springs (Apache Junction), Buckeye, Casa Grande, Goodyear, and Queen Creek. The survey will be conducted in October and November with results published by December 15th.

B. Following the City of Maricopa Performance Evaluation Policy 3.2.3 if an employee meets the standards of their position in recognition of continued meritorious service, and effective the first full pay period following the Unit members 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) approved by common motion of the City Council.

C. Cost of Living Adjustment - For the term of this Memorandum, if the City provides employees a wage increase to counter act the effects of inflation, all unit members will receive the same increase.

D. Performance evaluations will be completed in accordance to City of Maricopa Performance Evaluation policy 3.2.3.

E. 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**

If and when Special Operations Assignments are necessary for fire operations such as Hazardous Materials or Technical Rescue the City and Union will negotiate appropriate pay for members needed and certified for the special operations program.

Section 3 – 4: **Overtime**

A unit member who is 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 leave shall not be considered as hours worked for credit towards overtime calculations. Annual leave shall be considered as hours worked for credit towards overtime calculation. 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 member's 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 to 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 Fire Chief/Administration or assigned designee determines that the employee is 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. 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 the 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 , 2020, the City shall match (actual percentage to percentage) up to two percent 2% of each employee bi-weekly base salary per pay period after completing their (1) year probationary period of employment. Base pay does not include special temporary pays, overtime or other benefits.

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

The City shall reimburse Unit members, hired prior to January 1, 2012, for Social Security contributions at a rate of 4.43% in fiscal year 2020/2021, 2.21 % in fiscal year 2021 /2022. Effective July 1, 2022, all Unit Members shall be required to pay the employee's portion of the Social Security contribution in full.

Section 5 – 8: **Holidays**

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

1) New Year's Day
2) Martin Luther King, Jr./Civil Rights Day
3) Presidents' Day
4) Memorial Day
5) Independence Day
6) Labor Day
7) Veterans' Day
8) Thanksgiving Day
9) Friday after Thanksgiving
10) Christmas Day
11) 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 member's 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.

D. Any performance-based incentive, i.e (additional floating holiday) that is awarded to city employees shall also be granted to all fire personnel in the form of pay at the eleven and two-tenths (11.2) rate, paid on the first full pay period of July.

Section 5 – 9: **Vacation**

A. All full-time unit members shall earn vacation time based on length of continuous regular employment as outlined in the following schedule. Hours are given per pay period.

40 hour work week		MAX	56 hour work week		MAX
0 - <3 years	3.40 hrs	**120**	0 - <3 years	4.76 hrs	**168**
3 - <5 years	4.31 hrs	**160**	3 - <5 years	6.03 hrs	**224**
5 - <10 years	5.54 hrs	**200**	5 - <10 years	7.75 hrs	**280**
10 - <15 years	6.46 hrs	**240**	10 - <15 years	9.04 hrs	**336**
15+ years	7.38 hrs	**280**	15+ years	10.33 hrs	**392**

B. Unit employees will follow City of Maricopa vacation, sick time and leave policy 5.1.1.

Section 5 – 10: **Vacation Buy Back**

Employees hired on or before January 1, 2020 who have in excess of the maximum hours to be carried forward from one calendar year to the next on December 31 of each year will be paid for the excess amount of leave. The calculated amount will be paid in the first full pay period of the new calendar year. In order to be eligible to be paid for this excess amount, forty (40) hour employees must have taken at least 80 hours of vacation during the calendar year. Fifty six (56) hour employee must have taken at least 96 hours of vacation during the calendar year. If an eligible employee has not taken at least 80 or 96 hours of vacation during the calendar year, they will lose any hours over their maximum amount. Only the City Manager can grant a member an exception to this rule for extreme circumstances out of a member's control.

Employees hired after January 1, 2020 who have an excess of their maximum carry forward hours on December 31 will lose any hours over their maximum amount.

Section 5 – 11: **Uniforms**

A. Unit employees will receive eight hundred dollars ($800.00) uniform allowance per year. The uniform allowance will be divided by 26 and paid in installments per paycheck.

B. New hires will receive eight hundred dollars ($800.00) uniform allowance in their first year of employment with the City. The uniform allowance will be in the form of a credit at the Fire Departments designated uniform vendor.

Section 5 – 12: Sick Leave and Other Leave

A. Unit members will follow City of Maricopa Vacation, Sick time and leave policy 5.1.1.

B. The death of a City of Maricopa Fire Department 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.

C. 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. In the line of duty death is defined by being the result of one of the below circumstances.

- Deaths directly resulting from traumatic injuries sustained during response to, at the scene of, or during return from an emergency incident including but not limited to fires, emergency medical calls, hazardous materials incidents, natural disasters, technical rescue incidents, and search and rescue missions.
- Deaths directly resulting from traumatic injuries sustained while engaged in department-authorized training drill or activity that requires participants to be engaged in physical activity.
- Deaths directly resulting from traumatic injuries sustained while engaged in a department-mandated physical exercise program administered by the agency including, but not limited to running or other types of physical exercise and annual recertification fitness or agility tests.

- Deaths directly resulting from a cardiovascular event that occurs immediately after, or within 24 hours of, returning from an emergency response or being engaged in a department-mandated physical exercise or training activity as defined above.
- Deaths directly resulting from cancer, disease, or infection, that are defined as meeting the criteria of the decedent's home state occupational exposure presumption laws.

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 the 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.

Section 5 – 15: **Cancer Screening**

A. The City and IAFF agree to reopen this portion of negotiations once the state has finalized their legislation regarding the presumption of cancer.

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 2020 for economic provisions, through June 2022 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 workplace 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.
H. Notwithstanding Section (B) and (D) set forth above, the City Manager and the designated representative of the Employee Organization may alter the terms of this Memorandum by executing a mutual letter of agreement. Any such letter of agreement shall not include any alterations that

increase the fiscal impact of this Memorandum to the City or decrease the benefits provided to the members of the Employee Organization. Upon execution, any letter of agreement must be provided to the City Council and the members of the Employee Organization.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this 16TH day of JUNE, 2020.

City of Maricopa

By: _____
Mayor Christian Price

Attest: _____
City Clerk

Approved as to form:

_____
City Attorney

CITY OF MARICOPA INCORPORATED 2003 MARICOPA, ARIZONA

(SEAL)

Employee Organization Representative

By: _____
President Osheah Davis
Professional Firefighters of Maricopa
IAFF, Local 4561

ATTEST:

_____

APPENDIX

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	$21.48	$ 62,689.39	$ 6,268.94
9	$22.34	$65,196.97	$ 6,519.70
10	$23.23	$67,804.84	$ 6,780.48

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	$24.91	$ 72,699.80	$ 7,269.98
6	$25.90	$75,607.79	$ 7,560.78
7	$26.94	$78,632.10	$ 7,863.21

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	$28.88	$ 84,309.23	$ 8,430.92
6	$30.04	$ 87,681.60	$8,768.16
7	$31.24	$ 91,188.87	$9,118.89

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