

MEMORANDUM OF UNDERSTANDING

Proposal from Local 493
for 2024 - 2026

CITY OF PHOENIX

AND

PHOENIX FIRE FIGHTERS' ASSOCIATION

LOCAL 493

REPRESENTING UNIT 5 EMPLOYEES

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PREAMBLE

WHEREAS, the parties, through their designated representatives, met and conferred in good faith pursuant to Ordinance G-3303 in order to reach agreement concerning wages, hours, and working conditions of employees comprising the Fire Fighter Unit, and,

WHEREAS, the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or ordinances of the City of Phoenix except as expressly and lawfully limited herein,

NOW, THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this Memorandum to the City Council of the City of Phoenix with their joint recommendation that body resolve to adopt its terms and take such other action as may be necessary to implement its provisions.

Article 1: Rights

Section 1-1. Gender

Whenever any words used herein in the masculine, feminine or neutral, 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 Department Rights

- A. The Union recognizes that the City and the Fire Chief retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the Fire Department's service delivery activities are conducted, managed, and administered, and the Union recognizes the exclusive right of the Chief to establish and maintain departmental rules and procedures for the administration of the Fire Department during the term of this Memorandum provided that such rules and procedures do not violate any of the specific express provisions of the Memorandum.
- B. The City and the Chief have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City subject to the express terms of this Memorandum.
- C. It is understood by the parties that every incidental duty connected with operations

enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.

- D. The Chief and City Manager reserve the right to discipline or terminate employees for just cause subject to Civil Service procedures.
- E. The City and the Chief shall determine and establish methods and processes by which duties are performed subject to the express terms of this Memorandum.
- F. The City and Chief shall have the right to transfer employees within the Department in a manner most advantageous to the City subject to the express terms of this Memorandum.
- G. Except as otherwise specifically provided in the Memorandum, the City and the Chief retain unqualifiedly all rights and authority to which, by law, they are entitled.
- H. The City shall have the authority to effect reorganizations of the Department. However, any such reorganization shall be discussed by the Labor-Management Committee prior to implementation.
- I. The Union recognizes that the city has statutory and Charter rights and obligations in contracting for matters relating to municipal operations.
- J. The inherent and express rights of the City and the Chief, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this memorandum, are not, in any way directly or indirectly, subject to the Grievance Procedure herein.
- K. Nothing herein shall be construed to diminish the rights of the City under Section 5 of Ordinance G-3032 or to diminish the provisions of the Civil Service Rules.

Section 1-3. Rights of the Union

- A. The Union, 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 certified by the Phoenix Employment Relations Board on July 29, 1976.
- B. The Phoenix community benefits from harmonious and cooperative relationships between the City and its employees. The Union plays an important role furthering this relationship and ultimately improving service to the City and its citizens. Accordingly, the City and the Union have negotiated various rights for unit employees as set forth in this MOU, in exchange for services to the City and in lieu of increased compensation. These bargained-for rights will promote and improve enhanced service delivery models and public safety, along with other tangible benefits to the

City's residents. The Phoenix City Council has determined, and Unit 5 agrees, there are specific activities that confer a public benefit; a dual public/private purpose or an exclusively public purpose, for which up to 2 Unit 5 (IAFF) members may be released and will perform these duties under City Business.

- C. The City's Labor Relations Administrator or authorized designee will be responsible for coordinating the City Business Time. The Labor Relations Administrator shall work directly with Unit 5 in order to confirm any and all paid activity of the Authorized Employees is consistent with the activity approved below. The two Unit 5 members identified in Subsection B shall submit reports each pay period to the Labor Relations Administrator documenting the City Business and any leave (e.g., donated leave, vacation leave, sick leave, etc.) used during that pay period. The City has the right to audit time cards submitted. In the event there is disagreement, the parties will meet to discuss the matter at the request of Unit 5 or the City. The audit may result in Unit 5 reimbursing the City, by submitting Union Release hours, donated leave, personal leave, or monetary payment from the Union, for activity not deemed City Business under this Agreement.

D. City Business Time

The City has determined there are activities that confer a public benefit, a dual public/private purpose or an exclusively public purpose for which members of Unit 5 should be released from their official duties to perform. Unit 5 acknowledges its members will receive City Business time for the time spent performing the following activities:

1. Authorized Employees will attend trainings that have been authorized in advance by Administration.
2. Authorized Employees will facilitate communication between employees and management ensuring a safe and efficient delivery of services, as well as developing a heightened degree of labor/management cooperation.
3. In coordination with management, Authorized Employees will communicate new programs and/or policy changes to the broader City workforce that are members of the bargaining unit in order to streamline service delivery and ensure timely implementation of changes in policy or programs. Changes in safety or security policy and procedure will be prioritized.
4. In coordination with management, as a means of achieving a healthier workforce and driving down costs associated with workers' compensation, the cost of providing healthcare and the use of sick time, Authorized Employees will assist bargaining members with understanding coordination of benefits.
5. In order to ensure City resources are well coordinated, upon the direction of the

City and consent of IAFF, Authorized Employees will participate in various City committees, labor management meetings, or labor management work groups as a member of the committee or group.

6. Participate in Department-authorized or City-sponsored authorized community projects and events.
7. Represent employees involved in critical incidents at the time of incident (e.g., personal injury related).
8. As a means of controlling administrative and litigation costs associated with employee matters in a large and complex City and with the goal of resolving matters at the earliest possible stage, at management's request Authorized Employees will assist bargaining unit members/employees and management in matters related to employer/employee relations.
9. Legislative, lobbying or political activities with the approval of the City Manager or authorized designee.

E. Activities not eligible for City Business Time

Authorized Employees shall be prohibited from engaging in any of the following activities while on paid City Business time:

1. Lobbying. This includes letter writing or telephone calls, without approval of the City Manager or authorized designee.
2. Legislative Activity. This includes participating in the preparation or distribution of legislative proposals, without approval of the City Manager or authorized designee.
3. Organizing. This includes preparing and/or distributing union related materials.
4. Civil Service Discipline. This includes the representation of any bargaining unit member/employee in disciplinary matters before the Civil Service Board.
5. Bargaining/Negotiations. This includes any matters deemed to be a mandatory subject of bargaining.
6. Representation in grievance or disciplinary proceedings.

F. Requests for City Business Time

1. A union member who wishes to use City Business time must submit a written request (*e-mail will suffice*) as soon as the need for time is known but no later than 72 hours in advance, when practical, of the time requested to an individual

designated by the Labor Relations Administrator or authorized designee. Any such request must specify what the time will be used for. A request for City Business time will be approved only if the activity has either a dual public/private purpose or an exclusively public purpose. Upon Labor Relations Administrator approval, Fire Department time management will be notified of the approved leave for entry into Telestaff.

G. Union Representatives

1. The Union may designate one (1) 493 Executive Director, three (3) 493 Directors, and four (4) Union Representatives to represent members of our unit when appropriate. The Phoenix Chapter President shall notify the Fire Chief of these designations. There shall be no obligation on the Department to change or adjust normal departmental scheduling or assignments of personnel as a result of such designations.
 2. Union representatives may attend mutually scheduled grievance, investigative, and disciplinary meetings and hearings with department representatives during duty hours by using the Bank of Donated Leave. Time spent during duty hours for any other union activity, such as gathering information, interviewing the grievant or witnesses, attending a union meeting, or preparing a presentation shall also be charged against the Bank of Donated Leave as described in Article 5, Section 5-5.
- H. Union members may be authorized in advance in writing to engage in Union 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 Union-related activities except as expressly authorized under Section 1-3E of Article 1. The Department shall maintain procedures to administer and control use of official time in conformity with the provisions of this Section.
- J. Upon the Union's filing of a Third Party Data Sharing Agreement with the Labor Relations Division, the City shall furnish to the Union on request, at actual cost, a listing of Union members on City payroll deduction in July and January during the term of this agreement indicating name, mailing address, and job assignment. The City will also provide a monthly list of employees added that month to Unit 5.
- K. The City shall, in conformity with Ordinance G-3303, deduct monthly the Union members regular periodic Union membership dues and/or special assessments pursuant to authorization on a form to be provided by the City, duly completed and signed by the Union member, and transmit such deductions to the Union on a monthly basis; except, however, that such deduction shall be made only when the employee's

earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Union, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for Unit employees on behalf of any other employee organization during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph. In addition, with sufficient notice the Union may request a change in dues deduction to either monthly or bi-weekly for the entire membership each July 1 or at other times agreed to by the parties. By filling out and submitting a voluntary deduction form for membership dues, each unit member/employee is clearly and affirmatively consenting to the deduction of the stated amount of money for membership dues from their pay check.

- L. The City will continue to provide those bulletin boards as designated by the City in the past exclusively for posting of official Union literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations. In addition, the Union will be allowed to use all Fire Department Communications tools to disseminate such information when necessary. Such announcements shall not be political in nature, nor shall they be abusive of any person or organization or disruptive of the department's operation. The Assistant Chief in charge of personnel, or his designee, shall review the content of the buck slip communications prior to distribution.
- M. Nothing herein shall be construed to diminish the Union's rights under Ordinance G-3303.
- N. The City will provide the Union, upon request, non-confidential and readily available information concerning the Union that is necessary to Union representatives for negotiations, and is not otherwise available to the Union, such as personnel census, employee benefit data, and survey information. Such requests shall be made through the Assistant Chief in charge of personnel. Any unusual costs incurred by the City in connection with this Section shall be borne by the Union.
- O. The Union and the Department will jointly present training to new Fire Fighter recruits about the activities that are mutually beneficial to the City and the Community. This time will be allotted sometime during the last 4 weeks of training of said recruits at the Training Academy. During such discussions, Union representatives shall avoid the dissemination of information that is political in nature, abusive of any person or organization or disruptive of the Department's operation. City business time will be available for this purpose.
- P. **Seniority**
 - 1. The City shall provide the Association with a list of unit members/employees showing each unit member's/employee's City employment date and class employment date.

2. Seniority shall be by length of service within a class. If seniority within the class is not determinative, then length of service with the City shall prevail.
3. Seniority will be applied in conjunction with City of Phoenix Personnel Rule 14.
4. The Department will also post an annual seniority list (beginning of the fiscal year) on the Department's internal webpage. In addition, new promotional lists for Fire Engineer and Fire Captain will be posted on the internal webpage after they are certified and finalized by City HR.

Section 1-4. Rights of Unit Employees

- A. All employees have the right to have the Union serve as their meet and confer representative without discrimination based on membership or non-membership in the Union or any other organization. Whenever the terms "employee, Unit employees, grievant" or some derivation of those, is used in this MOU it shall be synonymous with the term "Unit member/employee."
- B. Union employees have the right to be represented or not to be represented by the Union in dealings with the City concerning grievances and matters pertaining to their individual employment rights and obligations.
- C. It is understood by the parties that the benefits granted by Section 1-4 of Article 1 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 Section. The employer shall count as paid leave any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Section.
- D. The official discipline record is maintained in the Personnel File by the Human Resources Department. Copies maintained in either the Supervisory and/or Department files are not the official record. Employees may request to remove/inactivate eligible documents based on the below criteria by contacting the department Human Resources Officer. Official records may only be inactivated and not removed per records retention law, and members/employees will receive confirmation once the requested record is removed/inactivated.

Document	Supervisory File	Department File (if applicable)	Personnel File (OFFICIAL FILE)
Coaching's/Supervisory Counseling's	<u>Maintain original in file.</u> Remove annually provided no further incidents.	<u>Not maintained in file.</u>	<u>Not maintained in file.</u>
Written Reprimands	<u>Maintain copy in file.</u> Remove annually provided no further incidents.	<u>Maintain copy in file.</u> Employee may request to remove after 3 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 3 years.
Suspensions (other than below)		<u>Maintain copy in file.</u> Employee may request to remove after 10 years.	<u>Maintain original in file.</u> Employee may request to inactivate after 10 years.
Discipline under 21b2, 21b4, 21b5, 21b12, 21b13, 21b14, 21b15, 21b18, 21b19, 21b20.		<u>Maintain copy in file.</u> Cannot Remove	<u>Maintain original in file.</u> May not be inactivated

Discipline older than 5 years from the date of issuance will not be considered for progressive discipline or promotion/transfer purposes except for the following types of discipline, which may be considered for the duration of employment (and upon the employee's return to employment, if applicable):

Sustained discipline of 40-hour suspension or greater of the following types:

- The employee has been abusive or threatening in attitude, language, or conduct towards fellow employees, customers of the City, or the public.
- The employee has solicited or taken for personal use a fee, gift or favor in the course of the assigned work or in connection with it, which would lead toward favoritism or the appearance of favoritism or a conflict of interest.
- The employee is in possession of a deadly weapon (as defined in ARS 13-3101), excepting a pocketknife (as provided in ARS 13-3102) at a City worksite¹, unless such employee is a police officer.
¹(A worksite includes not only City buildings and property, but also City vehicles and private vehicles while being used on City business, and other assigned work locations).
- The employee has intentionally falsified records or documents made, kept, or maintained for or on behalf of the City of Phoenix.
- The employee has stolen or is in unauthorized possession of City property or the property of another employee or citizen.
- The employee is under the influence of alcohol or illegal drugs on the job.
- The employee has violated City of Phoenix anti-harassment or anti-discrimination policies.
- The employee committed a violation of the City's Ethics Policy.

- The employee's actions meet the elements of a felony.
- The employee committed an act of dishonesty.

E. Supervisors are encouraged to discuss concerns and attempt to resolve those concerns with a member/employee without utilizing a formal investigatory process. Supervisors are encouraged to not utilize an investigatory process unless they have a reasonable belief that discipline (a written reprimand or higher) could result. Should information be made during a conversation to attempt to resolve an issue that could result in discipline, the supervisor will stop the meeting and utilize an investigatory process as outlined below. Any interview becomes investigatory when facts or evidence sought by the City may result in a disciplinary action.

1. The City may, at its discretion, either conduct investigatory interviews with members/employees or issue members/employees written questions. In either case, a Notice of Inquiry (NOI) form will be used. The intent of the NOI is to clearly put members/employees on notice that they are under investigation that could result in discipline, inform them of the nature of the allegations against them, and inform them of their right to representation.
2. If the City elects to issue written questions to the member/employee, the following shall apply:
 - a. If an NOI is being issued and there is no active questioning, representation is not required. Members/employees may bring a representative if they desire, however there will be no discussion during the issuance of the NOI.
 - b. The member/employee will have 72-hours excluding holidays and N-days to respond in writing and provide any other material requested. This deadline may be extended by mutual agreement if there are extenuating circumstances.
3. If the City elects to conduct an investigatory interview, the following shall apply:
 - a. Prior to the member/employee being interviewed, the member/employee shall be advised of their right to a representative.
 - b. The NOI form will be issued at the meeting.
 - c. *The union representative may assist and consult with the member/employee, attempt to clarify the facts or questions asked, and suggest other members/employees or witnesses who may have knowledge of the underlying issues. The union representative cannot speak on behalf of the*

member/employee or impede the progress of the interview.

- d. The member/employee or representative may ask for a caucus during the meeting. Caucuses will be granted for a reasonable timeframe.
 - e. The interviewer may not prohibit the union representative from engaging in representation, including consulting with the member/employee. The member shall be allowed to seek advice from their representative in caucus during the interview. A caucus will not be permitted when a question is pending. The member/employee will be given the opportunity to clarify their answer after the caucus.
 - f. All parties may not behave in a violent, verbally abusive, insulting, or demeaning manner toward the interviewer.
 - g. Prior to the conclusion of the meeting, the member/employee or representative shall have the opportunity to make a closing statement.
 - h. If the department requires a written statement at an investigatory meeting, the member/employee will be compensated up to one hour of City time to write the statement. Additional time may be granted at the discretion of the department and will not be withheld arbitrarily.
 - i. The member/employee will be provided with a copy of the interview notes and given 72 hours to confirm their answers and provide any additional information.
 - j. Except for emergency situations, the unit members/employees shall have a minimum of 48 hours to arrange for union representation when the member/employee is the subject of an administrative investigatory interview. The union representative will make every reasonable attempt to arrive within the 48 hours. A member/employee may waive the 48-hour time requirement if the member/employee is not opting for representation.
4. Regardless of whether the City elects to interview the member/employee, or issue written questions, the following shall apply:
- a. The member/employee will be instructed not to speak to anyone regarding an investigation. This restriction does not apply to the union, the union's

attorney, the member/employee's family, the member/employee's attorney, the investigator, or chain-of-command.

- b. The member/employee will be advised if the inquiry is supervisor initiated or the result of a citizen complaint, employee/co-worker complaint, or other.
- c. The member/employee shall also be informed of the Garrity protections afforded to public employees who may also be under criminal investigation or whose actions meet the elements of a crime [Garrity v. New Jersey, 385 U.S. 493, 87 S.Ct. 616 (1967)].
- d. The member/employee will be provided an opportunity to review all materials relevant to the investigation before answering written questions or submitting to an interview.
- e. A unit member/employee shall receive a copy of any statement that they are asked to sign.
- f. Every 30 days, a unit member/employee under investigation will be provided a status update. The status update will be provided either verbally or in writing based upon the members preference.

5. Miscellaneous

- a. A unit member/employee identified solely as a witness will not be prevented from contacting the union (association) on their own time to consult with a union (association) representative prior to their interview.
- b. Witness members/employees are entitled to have union representation during a witness interview and will not be removed from their assigned position during an investigative/NOI process.
- c. No investigatory documentation, such as the NOI or witness statements shall be kept in the Personnel or Supervisory Files after the investigation is concluded.
- d. Unit 5 members/employees shall NOT be required/compelled to interview in an outside investigation by Fire Department Administration or City of Phoenix Officials, including City Legal.

- 6. Unit members/employees will be permitted to apply and/or compete in a transfer

process while in a pending investigation. The transfer process will not be delayed pending the conclusion of the related investigation.

a. There are times a member/employee is awarded a transfer, and a requirement exists that the new position is occupied in defined time frame. Often in this circumstance the failure to occupy can result in forfeiting the award of transfer to new position.

- If the member/employee is unable to meet the requirement to occupy a position due to an investigative process, then the member/employee is exempt from that requirement until the conclusion of the investigation. The requirement to occupy timeline begins on the day the member/employee receives notification of the conclusion of the investigation.
- If the member/employee is unable to meet the requirement to occupy a position due to disciplinary reasons the member/employee IS NOT exempt from any requirements to occupy the new position.
- The Fire Department shall not permanently fill a vacancy created by a member/employee who has been awarded a transfer AND unable to fill their new position due to an investigative process. This is to prevent multiple members/employees having rights to a single position. The Fire Department may ask the member/employee if they would forfeit the position held prior to being awarded transfer, but it is not required. If member/employee elects to forfeit their position voluntarily they forfeit rights to the position, regardless of the outcome of investigation.

7. A member/employee may only be disciplined for just cause.

8. A member/employee who receives a written reprimand or suspension may request a copy of the information upon which the written reprimand or suspension was based, pertaining to what was specifically cited in the discipline at no cost to the member/employee.

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

this Article.

10. A member/employee from Unit 5 in investigative process shall be treated consistent with sworn member/employee from management in same investigation, including decision to place on administrative leave.

F. Member Discipline

Any member receiving discipline that results in a loss of hours, or days or work, will have those hours converted to match their appropriate work schedule. Discipline for 40-hour members shall be equal to 8 hours for one workday. Discipline for 56-hour members shall be equal to 11.2 hours for one workday. Any discipline exceeding one day will be increased proportional to the hours outlined in this section.

- G. If a terminated member/employee is later reinstated by the Civil Service Board, they will be entitled to back pay.

Section 1-5. Prohibition of Strikes and Lockouts

- A. The Union pledges to maintain unimpaired Fire Fighting and related supported services as directed by the Fire Chief. It shall not cause, condone, counsel or permit employees, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the Department.
- B. Should any employees of the bargaining Unit during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Paragraph A, the Fire Chief or his designee shall immediately notify the Union that a prohibited action is in progress. The Union shall forthwith disavow said strike or other prohibited action and shall endeavor in good faith to cause such employees to immediately return to work and/or cease the prohibited activity or, alternatively accept the responsibility for the strike or other prohibited activity.
- C. There shall be no lockout by the City during the term of the Memorandum.
- D. The provisions of Section 2 (17) and section (13) of Ordinance G-1532, are incorporated into this Memorandum.

Article 2: Grievance/Arbitration/Labor Management

Section 2-1. Grievance Procedures

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. The employer shall count as time worked any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this article.

A. Informal Resolution

1. As a matter of good labor-management relations the parties encourage unit members/employees who believe that they have a bona fide grievance to discuss and attempt to resolve it with their immediate non-unit supervisor.
2. If the above informal discussion is held and does not resolve the grievance, the unit member/employee may file a formal grievance in accordance with the following procedure.

B. Definition of Grievance

1. A grievance is a written allegation by a unit member/employee, submitted as herein specified, claiming violation(s) regarding the interpretation and/or application of the specific express terms of this Memorandum for which there is no other specific and formal method of review; and doesn't have a fact pattern that has been presented to and decided upon by the City Manager in a prior grievance. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such excluded disputes are not grievable or arbitrable under the terms of this Article or under this contract.
2. The City continues to retain the format used for grievances, including forms, technology, etc.
3. A grievance which does not meet the requirements set forth in this Article shall be null and void, and will not be processed in accordance with this procedure.

C. Procedure

All grievances covered by this Article shall be handled exclusively in the following manner:

A grievance must be reduced to writing, citing the specific Article and Section of this Memorandum alleged to have been violated.

1. Step 1

The unit member/employee shall reduce the grievance to writing by signing and completing the grievance form provided by the City and submit it to the division head, or designee, within 14 calendar days of the initial commencement of the occurrence being grieved. This 14 day timeline shall NOT be applicable to Payroll grievances as members/employees pay periods generate an automatic reset every two weeks.

The division head, or designee, may investigate, further consider, and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written mutual agreement may move the grievance to Step 2 of the grievance procedure.

2. Step 2

If the written response of the Step 1 does not result in a resolution of the grievance, the grievant may appeal the grievance by signing and completing the City form and presenting it to the department head, or designee within 14 calendar days of the grievant's receipt of the Step 1 response.

The department head, or designee, may further consider and discuss the grievance with the grievant and the grievant's representative, if any, as deemed appropriate, and shall, within 14 calendar days of having received the written grievance, submit a response thereto in writing to the grievant. The parties by written agreement may move the grievance to Step 3 of the grievance procedure.

3. Step 2.5

After the Step 2 response, but prior to review by the Grievance Committee, the parties involved may mutually agree to submit the grievance to Labor Relations. The grievance, as originally written and Step 1 and Step 2 responses, must be submitted to Labor Relations within 14 calendar days of receipt of the Step 2 response. Labor Relations shall, within 14 calendar days of the receipt of the grievance, meet with the department head, or designee, and the grievant and the grievant's representative, if any, in an attempt to resolve the grievance. Labor Relations shall then submit a written response to all parties within 14 calendar days of the meeting.

4. Step 3

- a. If the written response of the Step 2 (or 2.5 if applicable) does not result in a resolution of the grievance, the grievant may, within 14 calendar days of the Step 2 response, appeal the grievance by signing and completing the City form and presenting it to Labor Relations. A Grievance Committee hearing will be scheduled at which the grievant shall be afforded the opportunity to fully present his position and to be represented.

The Grievance Committee shall be composed of:

Chairman – A member of the City Manager's Office designated by the City Manager.

2 Members – Mutually agreed upon by City Manager's Office and Local 493.

The Grievance Committee shall submit findings and advisory recommendation(s) to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

- b. If the grievant so elects in writing within the above time limit, in lieu of such hearing the grievance 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 7 arbitrators who have had experience in the public sector. The parties shall, within 7 calendar 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 this Memorandum and departmental rules and regulations consistent therewith in considering any issue properly before him/her.
 - ii. The arbitrator shall expressly confine him/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
 - iii. The arbitrator shall be bound by applicable State and City law.
 - iv. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

The arbitrator shall submit findings and advisory recommendations to the City Manager. The City Manager shall make the final determination of the grievance and submit it in writing to the grievant and his designated representative.

- c. The City is not under any obligation to accept grievances where the City Manager has previously decided on the same fact pattern.

D. Time Limits

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 of the deadline.

E. Union Grievance

The Union may, in its own name, file a grievance that alleges violation by the City of the rights accorded to the Union by the specific terms of Article 1-3 of this Memorandum. The Union shall file such grievance at Step 3 of this Procedure.

F. Group Grievance

When more than one unit member/employee claims the same violation of the same rights allegedly accorded by this Memorandum, and such claims arise at substantially the same time and out of the same circumstances, a single group grievance may be filed in the name of all such members. Such group grievances shall be filed at the Step of this Procedure which provides the lowest level of common supervision having authority over all named Grievants. Each unit member/employee that is a party Grievant must be named and must sign such group grievance.

G. Employer Grievances

Should they occur as a result of official Union activities or actions, including the failure to act as required under the terms of this Memorandum, employer grievances will be presented directly to the Union president or any officer of the Union within 14 days of the occurrence prompting the grievance. The president, or designee, shall in each case provide a written answer within 14 days from receipt of the grievance. Unresolved employer grievances may be submitted to arbitration pursuant to Step 3.

Section 2-2. The RBO / Labor-Management Process

- A. The purpose of the Relationships by Objectives (RBO) committee is to enhance service delivery models and address public safety employee-related issues. The RBO process is done through the facilitation and open discussion of mutual concerns and problems which may include; implementation of major department programs and/or substantial modifications of existing major programs that will have a significant impact on service delivery or work schedules. Items of concern are then enacted as initiatives to be accomplished over the course of the year that follows.
- B. The RBO Committee shall meet annually at mutually scheduled times, and at other mutually agreed upon times as necessary. The RBO Committee process consists of a Correlating Team. The Correlating Team includes the following representatives from Labor and Management: the Fire Chief and Executive Staff (Assistant Fire Chiefs) and the Union President and Labor Executives. For each initiative mutually identified in the RBO process, a Committee is established consisting of

representatives from labor and management and facilitated by co-chairs. Sub-committees are further developed to facilitate meetings to achieve goals as set forth in the agreed upon initiatives. Throughout the year, Committees and Sub-Committees will meet regularly to accomplish their RBO initiatives.

- C. There shall be a Fire Labor-Management Committee consisting of the Fire Chief and

Union President. The Fire Labor-Management Committee provides oversight for the entire RBO / Labor-Management Process.

- D. A standing agenda will be developed. The members shall, in advance of a meeting, provide the co-chairs with proposed additional agenda items, and the co-chairs will provide the members with the meeting agenda.
- E. Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time.
- F. The Sub-Committees may be supplemented by representative(s) of the City Manager if it is proposed to discuss mutual aid or fire protection contract matters.
- G. The Sub-Committees may, if they deem proper, suggest recommendations to the Fire Chief and the City Manager for their consideration and determination.
- H. Employees who are designated by the Fire Labor-Management Committee as RBO/Labor Management Coordinators will be eligible for compensation from a bank of 2,112 hours. These individuals, limited to no more than 11 employees, will work with management on the priorities determined through the RBO (Relationships by Objectives) process. These initiatives pertain to enhancing operational efficiencies, service delivery, and improvements to employee safety and organizational performance.
- I. It is understood by the parties that the benefits granted by Section 2-2 of Article 2 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 Section. The employer shall count as paid leave any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Section.
- J. The City will provide the professional services of a secretary for the labor-management process. The secretary will be assigned to the community affairs division of the Phoenix Fire Department and will work at the direction of the Fire Labor-Management Committee. The selection process for this position shall be determined by the Fire Labor-Management Committee.
- K. In the interest of encouraging member total wellness and providing customer service delivery, the City of Phoenix Fire Department and Phoenix Fire Fighters Association Local 493 will develop a drug testing policy through the Fire Labor/Management process. The drug testing program will be administered and managed by the Fire Department.

Section 2-3. Productivity Discussions

- A. Recognizing the need to provide the highest practical level of fire protection and emergency medical service to the citizens of Phoenix, the City, Fire Department, and Union, pledge to continue to work towards increasing the productivity of the Phoenix Fire Department. In a continuing commitment towards increased productivity, the joint Labor-Management Productivity Committee shall meet on a regular basis during the term of the M.O.U. to discuss the development of structured productivity programs within the Phoenix Fire Department.
- B. The distribution of any demonstrated economic savings or other productivity rewarding measures resulting from the implementation of productivity programs shall be a proper subject for the Meet and Confer process pursuant to Ordinance G-3303.
- C. It is understood by the parties that the benefits granted by Section 2-3 of Article 2 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 Section. The employer shall count as paid leave any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Section.

Article 3: Compensation/Wages

Section 3-1. Wages

- A. The city of Phoenix set a goal of making members/employees of unit 5 the highest paid firefighters in the state through a pay and compensation study in 2023. To complete this goal: **The economic value of ongoing total compensation increases will equal 4.5%.** This will be paid out as follows:
- On July 1, 2024, an additional pay step will be created at the top of every job classification in Unit 5. Consistent with the pay plan this step will be 5% higher than the current top step of every job classification.
 - The Firefighters, Engineers, and Captains, of all classifications, at the highest **occupied** step in the pay plan on July 1, 2024, shall be moved to the step created above (top step). Every other member shall be placed accordingly stepping down one step for every salary review date they are behind the top step.
 - On July 1, 2025, a 5% increase will be applied to Firefighter, Engineer, and Captain base wages.
- B. Additionally, Unit 5 employees will receive a non-continuous payment of \$5,000.00 for each Unit 5 employee to be paid out on the first full pay periods in August of 2024 and August 2025.

- C. The city will complete a classification and compensation study before June 30, 2025 and communicate the findings to members/employees.
- D. The City will evaluate the American Rescue Plan Act and will provide a (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council, balancing the needs of the community and employees in their

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development of a strategic plan for the ARPA funds. The strategic plan will follow guidelines provided by the Department of Treasury. This language will expire at the conclusion of the 2021-2023 MOU.

- E. Employees assigned to, or assigned as rovers to, Special Operations Teams, canine search specialists team, and the ARFF program team, and who have also achieved and maintained the level of Technician, or equivalent, through specific training and education, shall receive Special Ops Team pay. Members certified in both hazmat (HMT) and technical rescue (TRT) and assigned to, or assigned as rovers to fill cross trained positions on the heavy rescue squads and/or C-957 shall receive Bi-Tech Team pay, which is the sum of HMT & TRT Special Ops Team pay combined.

An employee who is awarded a position on a team in this section shall receive their Team Pay no later than 6 months, if the Fire Department has not offered the employee a training spot in the required entry level Special Operations course within 6 months of accepting their team position.

If Employees who are required to obtain dual technician certification (C957 Captains and employees assigned to heavy rescue squads) do not have either team pay and employee has not been offered a training spot in the required entry level Special Operations course within 6 months of accepting their assignment, they will receive team pay for one of the two disciplines. If the employee has one technical certification in good standing and is receiving team pay, the member will receive assignment pay for the second discipline if the employee has not been offered a training spot in the required entry level Special Operations course within 6 months of accepting their team position.

- F. Effective July 14, 2008, employees who meet the Fire Department's linguistic skill qualifications and become certified, shall receive a premium of \$75.00 per month.
- G. It is understood that the pay rates set forth in Attachment "A" are interpreted to be specific with regards to steps, corresponding years of service and monthly salaries, except that performance related items including, but not limited to, special merit increases, special salary adjustments, demotions, assignment pay and extensions in merit pay anniversary dates resulting from extended leave without pay, industrial and light duty assignments, and reinstatements may alter an employee's step progression and monthly salaries as indicated in Attachment "A."

If an employee is not given his/her performance evaluation by the annual review date, the employee may request his/her merit increase in writing by sending a memorandum directly to the Human Resources Officer. If the performance evaluation is an overall "met," the request will be processed within 21 calendar days of submittal and will be retroactive to the performance evaluation annual review date.

- H. Employees assigned by the Fire Chief to staff assignments in authorized staff positions (40 hours) will be entitled to 10% assignment pay if such assignment is to

exceed 2 consecutive pay periods and shall continue to receive such assignment pay for the duration of such assignment. This provision shall not apply to employees attending recruit training or employees assigned to limited duty. Employees assigned to authorized 40-hour staff assignments and who begin receiving staff assignment pay shall also be eligible to continue all other current assignment pays provided all required certifications are maintained. Employees assigned to limited duty shall continue to receive holiday pay and FLSA/work week adjustments (Section 4-1, Paragraph E, of Article 4) for the duration of their limited duty assignment, irrespective of their actual work hours.

- I. Employees assigned to any 40-hour staff positions shall receive 2.8 hour or 10 hour professional development days per year depending on their schedule. The employee shall decide the days and areas of development. These days shall be assigned through the vacation signup process. No employee shall receive these days in addition to the full amount of Local 493 days.
- J. The Fire Department's 21-day pay schedule normally begins on C-shift Mondays. In any leap year, ERSO, South Shift Command, Payroll and Local 493 will identify the first and most appropriate "Payroll Monday" to switch to a leap year schedule. The following is the schedule that will be utilized for the coming leap year in 2024:
 - Friday, February 16, 2024 (C-Shift Works)
 - Saturday, February 17, 2024 (A-Shift Works)
 - Sunday, February 18, 2024 (B-Shift Works)
 - Monday, February 19, 2024 (C-Shift would normally be scheduled, however, C-Shift will be converted to A-Shift to coincide with the 21-day pay schedule and resume the normal ABC shift rotation)
 - Tuesday, February 20, 2024 (B-Shift Works)
 - Wednesday, February 21, 2024 (C-Shift Works)
- K. Effective the first full pay period in July 2024 Unit 5 employees shall be paid Nightwork Pay of \$8.00 per hour on all hours worked between 2200 hours and 0600 hours. No employee shall receive the hourly Nightwork Pay while on paid leave.

Nightwork Pay must be accounted for in base wage computations for the purposes of all classification and compensation studies and comparisons.

Section 3-2. Productivity Enhancement Pay

- A. In recognition of the significant increase in service delivery and cost savings to the

City of Phoenix by the employees of the Phoenix Fire Department, the City agrees to implement the following Productivity Enhancement Pay formula for employees:

1. In November of each calendar year and June of each calendar year, employees who have completed at least 7 years of continuous full-time service and who meet the additional qualifications specified in Section 3-1A of Article 3 shall be paid-\$80.00, pro-rated and included each pay period in the qualifying unit member's/employee's regular paycheck throughout the year, for each full year of continuous full-time service in excess of 5 years, up to a semi-annual maximum of \$3,000.00, annual maximum of \$6,000.00 at 30 years.
 2. Employees on industrial leave shall qualify for this payment for only the first year of the industrial leave. However, the entire period of industrial leave shall qualify as continuous service when the employee returns to active employment.
 3. Adjustments to payments will be made as soon as possible but no later than 30 days of the qualifying date.
- B. An employee must have achieved the overall performance rating of "meets standards" on his latest scheduled performance evaluation on file in the Human Resources Department.
- C. An employee who receives a below "meets standards" evaluation shall receive another evaluation within 90 to 120 days, and if that evaluation is "meets standards," he will be eligible for Productivity Enhancement Pay starting with the next qualifying date.

Section 3-3. Overtime

- A. Employees who are assigned to be and are on duty beyond their scheduled work shift shall be compensated for such assigned overtime work at 2x or (double) their regular rate, 56 hours or 40 hours, after the first 7 minutes of assigned and worked overtime calculated to the nearest 1/4 hour.
- B. Employees shall have the option of being paid in cash for overtime or allow the overtime to accrue as compensatory time up to a maximum of 168 hours for employees working a 56 hour schedule, or 120 hours for employees working a 40 hour schedule.
- C. Overtime compensation shall not be paid twice for the same hours worked.
- D. Use of compensatory time shall be in conformance with the requirements of the Fire Chief and shall take into consideration departmental scheduling and operational

factors. Payment for time worked shall be in conformance with the requirements of the Fire Chief and shall take into consideration departmental scheduling and operational factors.

- E. The provisions of Section 3-2 of Article 3 shall not apply where an employee is assigned out-of-class to a non-Unit position.
- F. Allocation and opportunities for overtime shall be discussed in the Labor/Management process.
- G. Fire department "peak time" rescues will only be staffed by employees on an overtime basis. This item reflects an agreement between the Fire Department and the Union in 1984 on the future staffing of the rescues. The increased workload and responsibility of the full-time rescues was incited by agreement that there would be overtime opportunities on peak time rescues. Further, the department was reorganized through the RBO process in 1993 to enhance ALS and rescue capabilities throughout the city. This reorganization included a pool of employees to staff back rescues and guarantee that no new employee would have to work more than 200 shifts on a rescue. Employees agreeing to be in this pool are then entitled to work on the peak time rescues on an overtime basis when their name comes up in a rotation.
 - Hours worked on "peak time" rescues shall be compensated at double a member's regular hourly wage.

Section 3-4. Call Out Pay

- A. Call out time shall be at a minimum of 3 hours at 1 ½ times the employee's regular rate of pay, 56 hours or 40 hours depending on assignment, after the first 7 minutes calculated to the nearest 1/4 hour. If a unit member/employee leaves a call out event without authorization prior to the termination of the event, Section 3-2A of Article 3 shall not apply.
- B. The provisions of this Section shall not apply where an employee is assigned out-of-class to a non-Unit position.

Section 3-5. Out-of-Class Pay

Pursuant to A.R. 2.201, 16 hours of out-of-class work on a shift for employees will constitute a full shift of out-of-class assignment pay. There will be no out-of-class pay for working less than 16 hours.

In order to qualify to be eligible to receive out-of-class assignment pay, employees must

complete 8 shifts of out-of-class assignment (16 hour minimum to constitute a full shift). As an alternative for qualifying only, 192 hours of out-of-class assignment shall satisfy the minimum qualifications required to become eligible for out-of-class pay. For the 192-hour qualifier, out-of-class hours must be in increments of no less than 7 hours.

Employees on a 40-hour schedule will complete 11 shifts, 6 hours minimum of out-of-class assignment, to satisfy the minimum qualifications for out-of-class pay.

Section 5-5. Presumptive Cancer Process Agreement

1. Effective July 1, 2024, Unit 5 and the City agree that when any city of Phoenix firefighter/employee is undergoing cancer treatment, comfort and stability are paramount for the employee and his/her family. It is also agreed that for the Public Safety employee, the process outlined by the Presumptive Cancer Law, the Industrial Commission of AZ (ICA), and the City's Worker's Compensation process must be followed to stay in compliance with State law and regulations. Since cancer presumption legislation was passed in August of 2019, the city has worked with the member/members to approve the claim/claims after a denial. When there is a denial of a claim, the city agrees to continue the process and to follow the spirit of the law by covering cancers after completion of the workers' compensation process. The process is outlined below.
2. The city will continue to follow its practice of approving Workers' Compensation cancer claims that fall under the current Presumptive Cancer Legislation and Arizona Workers' Compensation Laws. Should they meet the minimum requirements set forth in the presumptive cancer law, the City will issue a letter notifying the member that the City of Phoenix will cover the claim if denied by the third-party administrator (TPA) and through the ICA appeals process. The member must participate in the workers compensation claim process, which includes but is not limited to releasing all medical records and having an independent medical exam (IME) if required. If the claim is initially denied the city or member retains the option to request ICA appoint a committee of experts, to review the claim or the member may request an appeal. If the denial is upheld the city agrees to instruct the TPA to accept the claim and have it processed as approved.
3. In the event a member has a reoccurrence of a cancer that had initially occurred prior to the September 21, 2021, presumptive cancer legislation, the city will use the process outlined in Section 2 above for cancer recurrences. Because the current presumptive cancer legislation does not address the recurrence of cancer, the city and unit 5 agree to work together with our neighboring City, The City of Glendale, to bring legislation forward that will address this issue.

Section 3-6. Sick Leave Conversion at Retirement

The following benefit will apply:

A. Definitions

1. "Qualifying Hours" - The minimum number of accrued and unused sick leave credits existing on the last day of service prior to retirement, which are necessary before an employee can participate in the benefit program.
2. "Base Number of Hours" or "Base Hours" - The number of hours of accrued and unused sick leave credits which are uncompensated under Section 3-4 of Article 4 which the city will compensate the employee.
3. "Base Hourly Rate" - The base hourly rate of pay being paid at the time of retirement to the retiring employee who qualifies for participation in the benefit program.

B. Benefit and Eligibility

1. An employee that has between 1 – 1,259 hours of sick leave remaining in their sick leave bank at the time of retirement, or the 40-hour equivalent, shall be eligible for payment of an amount of compensation equal to his/her base wage for 60% of their hours.
2. An employee who has accumulated a minimum of 1,260 qualifying hours or more of accrued and unused sick leave at the time of retirement, or the 40-hour equivalent, shall be eligible for payment of an amount of compensation equal to his/her base hourly rate for 75% of their sick hours.
3. An employee who has accumulated a minimum of 1,800 qualifying hours or more of accrued and unused sick leave at the time of retirement, or 40-hour equivalent, shall be eligible for payment of an amount of compensation equal to his/her base hourly rate for 100% of their sick hours.
4. Effective July 1, 2014, and thereafter, an employee who has accrued at least 1286 hours for 56-hour members, or 919 hours for 40 hour employees, of unused sick leave may elect to have 168 hours for a 56 hour unit member/employee, or 120 hours for a 40 hour unit member/employee paid out in a lump sum. Any unit member/employee may only elect to exercise this benefit 3 times in their career, and not more than one time in a fiscal year. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.
5. The payments described in numbers 1 through 5 above are not considered Final Average Salary for purposes of pension calculations.

6. At time of retirement, all unused vacation hours in an employee's bank shall be converted to sick leave hours that are eligible for payout AND tier of eligibility for payout percentage.
7. The benefit described in Section 3-6 shall be codified in a written contract between the city and every Unit 5 member, existing and new during the life of the contract, to confirm its existence at time of retirement. The benefit shall not be diminished for any member who enters this contract with the city, regardless of future negotiations. Only exceptions are to lower hours threshold or increase percentage payout. Any changes shall require a new contract between the city and the member.

C. Administration

1. At the time of retirement or death of an active employee who is eligible for retirement, the City's Employee Benefits Division, or such other individual or agency as the City may designate, shall determine the employee's eligibility and the amount of accrued and unused sick leave to be compensated.

Sick Leave Payments in Non-Line of Duty Events

100% of employee's sick leave will be paid at full hourly rate to dependents/beneficiaries/survivors in the event of a Non-Line of Duty Death.

2. The employee shall verify in writing the computation of the Employee Benefits Division.
3. In the event an employee's eligibility for participation or the amount of compensation is disputed, the dispute shall be submitted to the City Auditor for resolution.

Section 3-7. Deferred Compensation and Defined Contribution Plans

- A. The City shall contribute an amount equal to 6% of each employee's biweekly gross pay to the City's 401(a) Defined Contribution Plan. Pension contributions will be made by both the city and the employee on the contributions.
- B. At the employee's separation, for either retirement or exiting the Deferred Retirement Options Program, the employee's sick leave payout amounts will be automatically contributed into the City's 401(a) plan. Any excess amount over the Internal Revenue Code 401(a) plan contribution maximum limits will be automatically contributed into the City's 457(b) plan. Any portion of the excess amount that cannot be contributed to the 457(b) plan because of Internal Revenue Code 457(b) plan contribution

maximum limits will be paid as taxable income. The 401(a) Plan Document as approved by the Deferred Compensation Board will be the governing document.

Section 3-8. Non-Direct Payment of Compensation or Benefits

Various sections of this MOU contain a form of compensation, wages, or benefits that have been negotiated in good faith and may or may not provide a direct payment of wages or other benefit to each member. Those forms of compensation, wages, or benefits that do not provide a direct payment to each unit member/employee have been negotiated in place of a direct payment and costed as part of the overall economic package. Examples include: life insurance, long term disability insurance, leave payouts, member donated release time, etc.

Article 4. Hours of Work/Working Conditions

Section 4-1. Hours of Work

- A. The duty hours for employees assigned to Operations or Emergency Services, excluding 40-hour staff assignments, shall continue to average 56 hours per week. Shifts shall continue to be 24 hours in duration.
- B. The work hours and schedule of employees assigned to an administrative staff assignment (non-operations/56-hour schedule) shall be 5 8-hour days (excluding authorized meal breaks), or 4 10-hour days (excluding authorized meal breaks) at the discretion of the Fire Chief.
- C. The work hours and schedule of employees assigned to the Fire Investigations Section may only be mutually changed by the Fire Chief and the Union President through the Labor-Management process. Fire Investigation employees will be assigned to one of two 40-hour schedules that may include a 4/10 or a modified A, B, C shift schedule. All schedules will equal a 40-hour work week. All Fire Investigators, regardless of schedule will be paid overtime at the 40-hour rate.

Fire Investigation employees assigned to the modified shift schedule will be required to work on City paid holidays when their regular schedule shift occurs on that day. Those employees required to work on a city holiday as a result of the shift schedule will receive pay in lieu of time off. The Fire Department shall continue its long-standing practice of using sworn Fire Captains as Fire Investigators.

The Fire Department will attempt to maintain staffing levels of the Investigations

Section, in order to provide for investigatory needs of the Department. Any future proposed staffing level recommendations will be discussed through the labor/management process. A maximum of one vacation shift will be allowed per shift for those employees assigned to the modified A, B, C shift schedule, unless pre-approved by department head or designee.

- D. When an employee is required to change from one type of a schedule to another by the Fire Department, the Department shall allow a minimum of 16 hours between tours of duty.
- E. The work week for employees on a 56-hour schedule shall be 53 hours. Employees will continue to work the existing 56-hour schedule. Employees working the existing 56-hour schedule will be compensated as follows:
 - 1. The first 53 hours will be paid at the base 56-hour rate.
 - 2. The 54th hour will be paid at 1 ½ times the regular hourly rate.
 - 3. The 55th and 56th hours will be paid at 2 times the base 56-hour rate.
- F. Employees attending a Department Sponsored Training Programs or courses may be placed on one of two optional training schedules, based upon Operational, Training, and budgetary considerations:

Schedule 1. Employees may be placed on a 40-hour work week schedule and be entitled to a 10% increase in pay in accordance with Section 3-1 (H) of this Memorandum of Understanding. Employees shall be paid on a 40-hour work week until completion of the respective Training Program. In the event an employee attending the Training Program does not receive their regular Local 493 Days (as per Section 3-1 (I) of this Memorandum of Understanding), any missed Local 493 Days will be re-scheduled prior to the employee's return to the Operations Division.

Schedule 2. Employees may remain on their normal Operations schedule (A, B, or C Shift) and be provided paid Fire Department leave to attend the Training Program when their training is scheduled on shift. When members are required to attend training on their days off, employees will be compensated at 1 ½ times their regular rate for the hours they are in attendance. Compensation and Local 493 Days will remain the same as any other employee assigned to a 56-hour work week. The decision to utilize Schedule 1 or 2 will be discussed in a labor/management setting.

- G. Each 56-hour unit employee shall receive 8 shifts off per year, referred to in this MOU as Local 493 days. This will allow for an hour's reduction without specifying a specific number of hours in this reduction or reducing current rates of pay, FLSA, or hours reduction pay as specified in Section 4-1, Paragraph E, of Article 4. The rotation

system shall be worked out between the Fire Chief and the Union President with the consent of the Labor Relations Division. These Local 493 Days shall be awarded based on total seniority as a sworn member of the Fire Department. Unit 5 employees may submit a request to work a Local 493 day. Management may hire members to work a Local 493 day in the event the constant staffing process is utilized to meet minimum staffing requirements. Employees who work a Local 493 day must work the entire 24-hour shift and shall be compensated at a rate of one and one-half (1½) times their regular rate of compensation, in addition to their regular pay. Employees shall have the option of being paid cash or allow the compensation to accrue as compensatory time as governed by the current MOU.

- A member/employee working on their Local 493 day is exempt from any financial "cap" in place restricting ability to work due to this being a regularly scheduled day and not adding any hours to regular schedule.

Section 4-2. Shift Trades

Two (2) employees serving in the same classification may be granted the opportunity to exchange shifts. Shift exchanges shall not qualify an employee for premium overtime payment and cannot be repaid in any other form of compensation. All employees seeking shift exchanges (AWRs) must be current with all certifications, required training, and their annual physical before being approved for the exchange. All shift exchanges are subject to the approval of the Fire Chief or his/her designee and shall be in conformance with regulations issued by the Fire Chief.

- An employee may not owe more than 15 shifts at a time, regardless of how many members they owe them to.
- An employee may not be owed more than 15 shifts at a time, regardless of how many members owe them.
- Same Classification shall be defined by EMT status and rank. Out of class qualification is permitted. Special Operations certification (tech) does not apply to classification for AWR's.
 - If a member with a Special operations certification (tech) exchanges a shift with a member who is not a tech, the member who is a tech is subject to a "Shift Move Over" (SMO) when working an AWR.

Section 4-3. Filling Vacancies

The Fire Chief will endeavor to permanently fill vacancies in regular positions, that are

duly authorized to be filled, expeditiously within limitations imposed on him by administrative and operational factors, and thereafter, consistent with applicable Civil Service Rules, based on length of service by classification when fitness and qualifications of interested employees for the vacancy are deemed to be equal by the Fire Chief. When requested, departmental management shall indicate the reason why an employee was or was not transferred into a vacancy as part of Labor-Management Committee proceedings. "Vacancy" hereunder is defined as a regular opening in any position created by death, retirement, dismissal, promotion, demotion, creation of a new regular position or transfer, provided, however, that with the filling of staff positions, all applicants shall be considered, and the Fire Chief shall make the final determination.

Article 5. Benefits

Section 5-1. Health Insurance

- A. The City and Union agree to maintain the current 80/20 split for health insurance for both single and family coverage. If there is a rate increase or decrease in the second year of this M.O.U., the City shall pay 80% of the new monthly contribution and the employee will pay 20%.
- B. In the event Congress or the State of Arizona passes legislation which considers the amount the City contributes to health insurance premiums as imputed income, then the City will consider such contribution as income to the employee.
- C. The City shall provide the Basic Medical Reimbursement Plan (MERP) benefits to MERP eligible Unit retirees and to those employees who are hired before August 1,

2007 and are eligible to retire no later than August 1, 2022, at no less than \$202.00 per month. The city also contributes an additional \$50 toward City retiree family medical coverage; this credit is applied directly to the retiree's premium deduction. Any employee hired on or after August 1, 2007, regardless of years of service, may qualify for a Post-Employment Health Plan (PEHP) account.

D. Additional MERP amounts will be paid to eligible retirees for the following categories:

RETIREE COVERAGE – RETIREE NOT ON MEDICARE			
ADDITIONAL MERP AMOUNTS			
	Retiree or Survivor Only NOT on Medicare	Retiree or Survivor w/family coverage – any dependent NOT on Medicare	Retiree or Survivor with family coverage – <u>all</u> dependent(s) ON Medicare
HMO OR PPO COVERAGE	\$105	\$325	\$210

RETIREE COVERAGE – RETIREE ON MEDICARE			
ADDITIONAL MERP AMOUNTS			
	Retiree or Survivor Only - ON Medicare	Retiree or Survivor w/family coverage – any dependent NOT on Medicare	Retiree or Survivor with family coverage – <u>all</u> dependent(s) ON Medicare
HMO OR PPO COVERAGE	\$90	\$195	\$185

- These MERP amounts are what the city agrees to pay. It is solely at the discretion of the City Manager to increase these amounts in the future.
- **Non-Medicare Retiree Health Care Plan Termination**
Local 493 will be involved in the RFP development as well as the submittal evaluations for Non-Medicare Health Care selection assistance vendors.
- **Retiree Coverage Additional MERP Amounts**
Upon sunseting of the City of Phoenix Non-Medicare Retiree Health Care Plan, the Additional MERP amounts listed in the existing MOU will be applied to single and family retiree health care plans.
- **United Health Care Medicare Broker Selection RFP**
Local 493 will participate in the RFP development process as well as the vendor evaluation process on selecting a United Health Care Medicare Broker.
- **United Health Care Medicare Supplement**
The United Health Care Retiree Medicare Supplement Plan will not change and will continue to provide retiree Medicare Supplement coverage.

E. No more than one time per calendar year, the City will provide Unit 5 mutually agreed upon healthcare data within a reasonable time, once requested.

F. Health Care Plan Participation

During the next 18 months, the city will participate in meetings with Local 493 Healthcare and Benefits representatives to discuss, in good faith, alternatives to the Union's participation in the Health Care Plans currently provided by the City. Meetings will occur at the request of the union, not to exceed two per month.

G. Health Savings Account (HSA) Seed Money

HSA Seed Money for individual and family health care coverage will be deposited in full to member's HSA accounts the first pay day in January of each year as is the case now.

H. Saver's Choice and PPO deductibles that are met in the last quarter of a calendar year for a high-cost claim will carry over to the following calendar year.

Section 5-2. Dental Insurance

A. The dental insurance plan shall consist of 80% payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of \$2,500.00 per person, maximum lifetime benefit increases to \$4,000.00 per person effective August 1, 2003. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. The City shall continue to pay 100% of the premium costs for single employees for employees enrolled in the base dental HMO or PPO plan (employee only coverage), and 75% of the premium costs for employees and their qualified dependents (family coverage). Enrollment in prior City of Phoenix Dental Plans counts towards major services time limit exclusions.

- B. In the event Congress or the State of Arizona passes legislation that considers the amount the City contributes to health insurance premiums as imputed income, then the City will consider such contribution as income to the employee.

Section 5-3. Life Insurance

- A. The City will continue the existing off the job and on-the-job life and dismemberment insurance coverage. The policy shall provide a benefit for each employee equal to the member's base annual salary. In addition, the City will continue the existing death in the line of duty insurance of \$75,000.00. Additionally, the city will provide to each employee a \$200,000.00 death benefit covering the employee's commutation to and from his City work location. This policy will cover the employee's commute for up to 2 hours before his shift begins, and 2 hours after his shift concludes.
- B. In the event of the death of an employee while commuting to or from his work location, for a period of 2 hours each way, the City will continue to pay the full monthly health insurance premium for the spouse and all eligible dependents. This policy will be consistent with the payment of a supplementary commutation life insurance policy for each employee.

Section 5-4. Long Term Disability Insurance

The City will offer a long-term disability benefit for all full-time, regular unit members/employees pursuant to A.R. 2.323 as may be amended (providing that such amendments shall not conflict with the MOU). Employees who have been continuously employed and working on a full-time basis for twelve consecutive months are eligible to apply for long term disability coverage. After an established 90 calendar day qualifying period, the plan will provide up to 66 2/3% of the employee's basic monthly salary at the time disability occurs and continue up to age 75 for employees who have been employed full-time for 36 months and one day. This benefit will be coordinated with leave payments, industrial insurance payments, unemployment compensation, social security benefits and disability provisions of the retirement plan.

Employees who have been employed full-time with the City of Phoenix for 36 months or less, will be eligible to receive a long-term disability benefit for no more than 30 months.

Section 5-5. Presumptive Cancer Process Agreement

4. Effective July 1, 2024 Unit 5 and the City agree that when any city of Phoenix firefighter/employee is undergoing cancer treatment, comfort and stability are paramount for the employee and his/her family. It is also agreed that for the Public Safety employee, the process outlined by the Presumptive Cancer Law, the Industrial

Commission of AZ (ICA), and the City's Worker's Compensation process must be followed to stay in compliance with State law and regulations. Since cancer presumption legislation was passed in August of 2019, the city has worked with the member/members to approve the claim/claims after a denial. When there is a denial of a claim, the city agrees to continue the process and to follow the spirit of the law by covering cancers after completion of the workers' compensation process. The process is outlined below.

5. The city will continue to follow its practice of approving Workers' Compensation cancer claims that fall under the current Presumptive Cancer Legislation and Arizona Workers' Compensation Laws. Should they meet the minimum requirements set forth in the presumptive cancer law, the City will issue a letter notifying the member that the City of Phoenix will cover the claim if denied by the third-party administrator (TPA) and through the ICA appeals process. The member must participate in the workers compensation claim process, which includes but is not limited to releasing all medical records and having an independent medical exam (IME) if required. If the claim is initially denied the city or member retains the option to request ICA appoint a committee of experts, to review the claim or the member may request an appeal. If the denial is upheld the city agrees to instruct the TPA to accept the claim and have it processed as approved.
6. In the event a member has a reoccurrence of a cancer that had initially occurred prior to the September 21, 2021, presumptive cancer legislation, the city will use the process outlined in Section 2 above for cancer recurrences. Because the current presumptive cancer legislation does not address the recurrence of cancer, the city and unit 5 agree to work together with our neighboring City, The City of Glendale, to bring legislation forward that will address this issue.

Section 5-6. Holidays, Vacations, and Donated Vacation Leave

A. Bank of Donated Leave

1. Each unit member/employee may complete a form to voluntarily donate vacation leave time for a specified number of hours, not to exceed the maximum number

of hours as noted in Section 5-5, Subsection A, 3. These forms will be processed on July 1, October 1, January 1, and April 1. The voluntary donation will continue each subsequent year on the second paycheck in July, unless revoked by the unit member/employee. This donated time is to be used by union officers and representatives for Union-related activities as determined by the Unit 5 Union President and Executive Board. It is recognized that all hours negotiated in lieu of additional pay and benefits have been donated by the members of Unit 5 from their bank of vacation leave. By filling out and submitting a voluntary donation form, each unit member/employee is clearly and affirmatively consenting to the donation of the stated number of hours from their bank of vacation leave.

2. The total hours donated by the members of Unit 5 will be considered the maximum number of hours available for donated hours under Article 5, Section 5-5.
3. The maximum number of hours that may be donated by any Unit member is 100 hours per fiscal year.
4. Only members of Unit 5 may donate hours to the Unit 5 bank of hours; Unit 5 may only accept donated hours from Unit 5 members.
5. No union member may use more than 120 hours of donated time during any one pay period.
6. Donated time does count towards hours worked for overtime purposes.
7. Examples of work performed by representatives on member donated release in support of the City include ensuring representation during administrative investigations and grievance/disciplinary appeal meetings with management; assisting unit members/employees in understanding and following work rules; administering the provisions of the Memorandum of Understanding; organizing and participating in charity functions within the greater Phoenix area to aid our communities. Member donated release is also used for authorized representatives to attend Union conferences, meetings, seminars, training classes, and workshops so that representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships, and methods of effective representation, or any other purpose authorized by the President or Executive Board.

B. The City agrees to incorporate into the Memorandum the benefits provided under Administrative Regulation 2.11 as amended, indicating the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Cesar Chavez Birthday (March 31)

5. Memorial Day
6. **Juneteenth Day**
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Christmas Eve Day (6 hours for 56-hour employees and 4 hours for 40-hour employees).
13. Christmas Day

Employees working a 56-hour schedule shall receive 12 hours pay or compensatory time each holiday.

"Night pay" shall be \$3/hr higher on holidays. This additional night pay is given to the member who worked the shift for the holiday, not the actual date the night pay falls on. Example: New Year's Day additional night pay is paid to the member working shift that starts on January 1. Night pay is \$3 additional from 2200-midnight AND midnight to 0600 on January 2. Additional night pay would not be paid on December 31, unless that day was designated a holiday.

- C. "Night pay" that starts on Friday night at 2200, Saturday at 2200, and Sunday at 2200 will be paid \$2/hr. higher for the entire 8-hour period.
- D. Employees will continue to receive holiday pay while on industrial leave.
- E. Effective January 1, 1987, vacation accrual for employees with less than 5 years shall be increased to 11.2 hours per month, or the 40-hour equivalent. Vacation accrual for all other employees shall remain the same as currently authorized.
- F. Employees covered by this M.O.U. shall be permitted to sell back up to 80 hours total per M.O.U. year of accrued vacation leave to the City at the employee's regular straight-time hourly rate. This benefit shall not exceed a total of 80 hours and may be used as follows: 40 hours on the last pay period in November and/or May of each M.O.U. year. Employees will only be permitted to sell back an amount of accrued vacation hours that would not result in their total bank of hours to drop below 150 or 210 hours, depending upon the work schedule.
- G. Employees on average earn more vacation hours than there are opportunities to use them. Additionally, the Fire Department has struggled with staffing apparatus in recent years. Given this information, effective July 1, 2024, all employees over their max carryover for vacation will be automatically compensated for every hour they are over the max carryover on the last pay period of the year. Unit 5 HR Representatives will work with payroll to develop and implement a mechanism to automate this process.

- H. Effective July 1, 2014, and thereafter, an employee who has accrued at least 312 hours, or 223 hours for 40-hour employees, may elect to have 252 hours of vacation for a 56-hour unit member/employee or 180 hours of vacation for a 40-hour unit member/employee paid out in a lump sum or converted into their comp bank. Any unit member/employee may only elect to exercise this benefit 4 times in their career, and not more than one time in a fiscal year. This payment is not considered Final Average Salary for purposes of pension calculations. Eligible employees may elect to buy back their hours between July 1 and the last pay period in January each fiscal year.
- I. Employees may donate accrued vacation leave to other City employees who are on medical leave and who have exhausted all their paid leave based on guidelines contained in A.R. 2.144, with the understanding that no employee shall receive more than 12 months of donated time.
- J. Employees who have less than 40 hours vacation may buy up to 120 hours personal leave. The cost of the personal leave shall be 110% of the employee's base hourly rate. Such personal leave use and purchase shall not impact positively or negatively on the employee's pension or any other benefits.
- K. On the second paycheck in July 2019, and every year thereafter, every unit member/employee will receive 8.5 hours of vacation time, in addition to their other accruals, added to their vacation leave. This benefit will continue in perpetuity until otherwise agreed upon in good faith, by Unit 5 and the City, through the Meet and Confer process.
- L. Military Leave

Pursuant to ARS 26-168, ARS 38-610, and A.R. 2.39, employees who are members of the Arizona National Guard or the Reserves of the United States Armed Forces, will be entitled to a leave of absence from their duties for a period not to exceed 30 days in two consecutive years when they are engaged in ordered annual training or to attend camps, maneuvers, formations, or armory drills under orders of any branch, including the reserve or auxiliary. A day is defined as a shift of work.

Section 5-7. Uniforms

- A. In lieu of the \$135.00 per employee per year amount which was previously paid by the city to the Fire Department for additional uniform items, employees will now receive an equivalent annual uniform allowance amount of \$129.75. Payment of this uniform allowance will be made on or about August 1 of each MOU year. Such payment will be made to cover the cost of uniforms, maintenance, and cleaning of such uniforms.

B. The Fire Department shall fund a civilian position (would consider light duty personnel) to coordinate the ordering and delivery of uniforms. The logistics, hiring and assignment process will be determined through our labor management process.

- Terms of next uniform contract, or renewal of existing, shall include delivery from vendor to facility identified by Clothing Committee RBO for disbursement to members.

C. New employees will receive the entire annual uniform allowance within 30 days of the time they are directed to wear and maintain a uniform. The second uniform allowance, received at the start of the next fiscal year, will be equal to 1/12 of the annual uniform allowance for each month of the preceding fiscal period, starting with the first month the employee was directed to wear and maintain a uniform, to the start of the new fiscal year.

Prior to entering the Fire Academy, the Fire Department will furnish all new Firefighter Recruits with the following:

- 3 long sleeve red shirts
- 3 short sleeve red shirts
(Recruits can select any combination of the long and short sleeve shirts noted above – not to exceed a total of six red shirts)
- 3 pair of blue fatigue pants
- 5 blue physical training (PT) shorts
- 1 pair of blue sweatpants

- 1 red sweatshirt (seasonally dependent)
- 1 belt
- 1 pair of OSHA/ANSI approved work boots; and,
- All necessary PPE's required to participate in Fire Academy functions.

The Fire Department will provide a full Class A dress uniform upon successful completion of the Fire Academy and promotion to Firefighter to include the following:

- 1 approved Class A dress jacket complete with patches and full fitment
- 1 approved Class A dress shirt complete with patches and full fitment
- 1 pair of approved Class A dress pants
- 1 approved Class A dress hat
- 1 approved Class A dress tie
- 1 approved Class A belt
- 1 approved Class A pair of shoes
- All approved hardware required (badges/pins etc.) to complete the approved Class A dress uniform; and,
- All necessary PPE's required to participate in field functions.

Additionally, any Captain RTO (Recruit Training Officer) or Firefighter Mentor (Firefighter or Engineer) assigned to the Recruit Training Academy will be provided a full Class A uniform (one time purchase) if the member has not already purchased one.

Upon promotion to Fire Engineer or Fire Captain, the Fire Department will provide a full Class A uniform to include the following:

- 1 approved Class A dress jacket complete with patches and full fitment
- 1 approved Class A dress shirt complete with patches and full fitment
- 1 pair of approved Class A dress pants
- 1 approved Class A dress hat
- 1 approved Class A dress tie; and,
- All approved hardware required (badges/pins etc.) to complete the approved Class A dress uniform.

The Fire Department will provide a Class A uniform to the Unit 5 member as a "one time only" purchase based upon whichever qualifying criteria previously listed is initially met. Until all Unit 5 members have been provided a Class A dress uniform by the Fire Department, no additional Class A dress uniforms will be issued to members who have already received the benefit. Labor and Management will continue to discuss funding options for additional Class A dress uniforms and the implementation plan for the new uniform language outlined above.

Labor and Management will meet to discuss an implementation plan for the new

uniform language outlined above.

- D. Employees who leave Department employment shall repay to the City the uniform allowance equal to $\frac{1}{12}$ of the annual allowance per month for each month remaining in the fiscal year after the last day of the month in which the separation occurs. Provided, however, that employees who retire after August 31 will not be requested to repay any uniform allowance.
- E. An employee who has been on extended leave (paid or unpaid) of 2 months or longer shall have the next annual uniform allowance reduced by $\frac{1}{12}$ of the annual allowance for each month of extended leave.

Section 5-8. Tuition Reimbursement

- A. Employees who participate in the Tuition Assistance Program shall be eligible for tuition reimbursement pursuant to the following provisions:
 - 1. The maximum sum reimbursable to employees each fiscal year shall be \$6,500.
 - 2. To be eligible for any reimbursement, employees must have successfully completed academic or training courses approved in advance by the Fire Chief and the Human Resources Director and meet the requirements of A.R. 2.51 as may be amended, provided such amendments are not in conflict with the M.O.U.
 - 3. Unit members shall be allowed to use up to \$1000.00 of their reimbursement benefit for job-related seminars, workshops, and professional memberships each fiscal year.

Section 5-9. Wellness, Health and Fitness

- A. For each employee, the City of Phoenix shall contribute \$2.00 per month to a fitness fund to maintain and purchase fitness equipment for fire stations which has been charged against Unit 5's contract. The Fire Department will also contribute \$2.00 each month per member to the fitness fund. The fund will be maintained by the City and Fire Administration. The Health and Fitness labor management committee shall oversee the funds and purchase equipment after reviewing input from all Fire Department personnel.
- B. The Phoenix Fire Department Honor Guard is a professional organization that represents the Fire Department at official events, memorial services, and fire fighter's funerals. Through the work of the United Phoenix Fire Fighters Association, a registered 501c-3 non-profit association (ID#866053047), the Honor Guard provides public education and community service. To help pay for the expenses incurred by the Honor Guard members in the performance of their duties, the

City will contribute twenty-five thousand dollars (\$25,000.00) into a fund for each M.O.U. year. The President of the Union or his designee will manage this fund. The City Auditor Department may conduct annual audits of this fund. Any payments not adequately supported by the documentation of expenses will be returned to the fund by the Fire Union.

Section 5-10. Worker's Compensation

- A. Employees who agree to participate in the Fire Department's health centers consultation and rehabilitation programs shall continue to receive 100% of their current rate of pay while off-duty due to an industrial injury based on current practice which is a maximum of 1 year per injury, thereafter the rate becomes 66-2/3%.
- B. If there is a disagreement in treatment between the Fire Department physician and the employee's physician, the (2 physicians shall agree on a third physician whose decision shall be the final authority. Employees who refuse to adhere to the above conditions shall only receive 66-2/3% based on current state law and the current maximum monthly rate allowed. If an employee receives 66-2/3%, he/she may use sick leave, vacation, or compensatory time to make up the difference between 66-2/3% and 100%.
- C. Should the Union believe that a dispute in jurisdiction is unduly delaying a Worker's Compensation claim, or if the Union believes the City needs to provides greater assistance to an employee trying to reopen an old claim, the Union may request a meeting with City Worker's Compensation staff (provided the involved employee signs a release to do so) and such meeting will be scheduled within 14 calendar days.
- D. The city will first attempt to use physicians from specialty lists created by City of Phoenix Pension Boards for Independent Medical Examinations for employees in Unit 5 (represented by Phoenix Fire Fighters Association Local 493).
- E. Family and Medical Leave Act (FMLA) leave shall not run concurrent with leave paid as industrial injury/illness (e.g. Workers' Compensation).

Section 5-11. Employee Benefit Trust Fund

- A. Effective July 1, 2023, the existence of the Employee Benefit Trust Fund is continued for the term of this Memorandum of Understanding. The City will contribute \$68 per employee, per month, (\$31.385 per pay period) into the Fund for the purpose of providing a monthly stipend to retirees to apply to the costs of their health and/or dental insurance, a funeral expense benefit for employees and retirees, and such other benefits as may be lawfully provided, as determined in the discretion of the Trustees. The City's contribution will be matched by a \$29 per pay period to the same fund made by each employee.

- B. The Trust Fund shall be managed and administered by a Board of five (5) Trustees, selected as follows:
1. Two (2) Trustees shall be appointed by the City Manager.
 2. Two (2) Trustees shall be appointed by the Phoenix Fire Fighters Association, Local 493; and
 3. One (1) Trustee, who shall serve as Chairperson, shall be selected by the four (4) appointed Trustees specified above.
- C. The Trust Fund shall be invested in prudent, protected investments in compliance with applicable law. The Trustees may seek such outside, independent advice and consultation as they shall deem appropriate.
- D. The Fund Trustees may adopt such rules and regulations for their Plan of Benefits as they deem appropriate and are authorized to secure a formal trust instrument. The trust instrument and any amendments thereto, must be specifically approved by the City Manager and the Union before they can become effective.
- E. Sums contributed to the Trust Fund shall be tracked with each employee being assigned a notional account which records the contributions made by such employee. All amounts in the Fund, together with any earnings thereon, shall be available for distribution as specified in the rules and regulations of the Plan of Benefits adopted by the Trustees. The Trustees shall have authority, consistent with their duties as Trustees, to amend the Plan of Benefits from time to time, including the authority to reduce or suspend benefit levels if required by the level of funding available. In no event will any benefit specified at any time in the Plan of Benefits be considered non-forfeitable. Benefits may be insured by a contract of insurance, but there is no liability upon the City, the Union or the Board of Trustees or its constituent members to provide benefit payments over and beyond the amounts in the Fund collected and available for such purpose.
- F. Any Fund participant who separates from the bargaining Unit prior to retirement, or who promotes out of the Unit shall receive an amount equal to all of his or her or her contributions to the Fund, plus interest based on the average annual interest earned by the Fund but shall receive no other benefits and have no other claim on the Fund. Notwithstanding the foregoing, the Trustees may: (1) permit participants who promote out of the Unit to continue participation until retirement; and (2) permit participants who have severed employment to be reinstated in the Fund; either upon such terms and conditions as the Trustees may require.
- G. Upon the death of any employee or retiree, the Fund will provide a benefit to assist with funeral expenses in an amount to be determined by the Trustees. The Fund Trustees may determine to provide to a surviving spouse of a deceased employee or retiree a monthly stipend for application to the cost of their

health/dental insurance.

- H. The Trustees shall prepare a booklet describing the Plan of Benefits for circulation to employees and retirees, and shall prepare and circulate, in like manner, a summary of any modifications made to the Plan of Benefits during the term of this Memorandum of Understanding.
- I. If the Trust Fund is terminated for any reason, undistributed funds shall be distributed to those individuals (whether active or retired) who contributed to the Fund. Such distribution shall be pro rata based on the amount of the contribution of such individuals to the Fund less any disbursements they have received under the Plan of Benefits.
- J. Payments to retirees from the Trust Fund shall be in addition to current City contributions to retiree health insurance premiums.

Section 5-12. Payroll Report

- a. A report will be shared quarterly as part of the HR Newsletter that gives a total dollar amount overpaid and underpaid to all members for that quarter. Additionally, this report will share common mistakes found in paychecks for that quarter, if any, so members can stay on top of their paycheck. This information will help identify trends and give members the tools they need to find errors in their paychecks to prevent errors to grow for long periods of time.
- b. Fire Payroll will provide an educational/tutorial component either in person or online on how to read and/or calculate Unit 5 members Paychecks twice a year.

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 a 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. In the event the decision of the court in *Cheatham, et al v. Gordon*, is stayed, reversed, vacated, or otherwise not given effect in whole or in part, by any court, then the City agrees to meet and confer within 30 days of said ruling with Unit 5 to resolve any additional issues resulting from the ruling of the court. The basis for negotiations will be the document dated April 13, 2014, Proposed Unit 5 Addendum.

- B. It is recognized by the parties that the provisions of the Fair Labor Standards Act are currently applicable to certain of the wage and premium pay provisions of this M.O.U., and that this M.O.U. shall be administered in compliance with the FLSA for so long as the Act is applicable.
- C. Nothing contained in the Memorandum shall preclude the parties from following the requirements of the Americans with Disabilities Act.

Section 6-2. Printing of M.O.U.

Printing vendors secured by the Union shall comply with Ordinance G-1372 (Affirmative

Action Supplier's Ordinance), as may be amended, and Ordinance G-1901 (Affirmative Action Employment by Contractors, Subcontractors, and Suppliers), as may be amended. Printing of the M.O.U. shall be done by a Union printer only.

Section 6-3. Fire Watch

A. Whenever a Fire Department employee is required by the Fire Marshal or requested by a private party, to perform a fire watch, standby, or other associated duties for Fire Code compliance, such opportunities shall first be offered to Unit members/employees. Such work shall be offered to those members that are suitably qualified and who volunteer for such duty during their off-duty hours within a rotation system approved by the Fire Chief after consultation with the Union. In the event that no employee accepts such work, or in case of emergency, such work shall be offered to qualified non-Unit employees. It is understood that the rate of payment shall be at 1 ½ times the employee's base 40-hour rate, except in cases where non-Unit employees are utilized in which case payment shall be at 1 ½ times the non-Unit employee's base 40 hour rate. For purposes of Section 6-3, Article 6 only, the terms "qualified" is defined as follows:

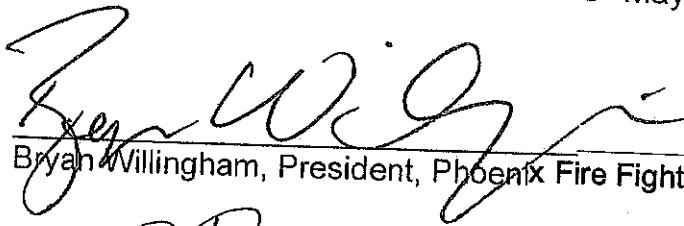
1. "Qualified" shall mean any employee of the Fire Department who is familiar with the Fire Code and has successfully completed the Fire Watch training program provided by the Department.
2. "Emergency" shall mean any fire watch situation that cannot be pre-scheduled.


Section 6-4. Term and Effect of Memorandum

- A. This Memorandum shall remain in full force and effect commencing with the beginning of the first regular pay period in July 2024, up to the beginning of the first regular pay period commencing in July 2026.
- 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 to take effect during the term or extensions thereof.
- C. This Memorandum constitutes the total and entire agreements between the parties and no past written or verbal statement/agreements shall supersede any of its provisions. Throughout the term of this Memorandum, the City and the union may jointly decide to participate in Labor-Management meetings to discuss items of mutual interest on an as-needed basis.
- D. It is intended by the parties hereto that the provisions of this Memorandum shall be in harmony with the rights, duties, obligations, and responsibilities which by law devolve upon the City Council, City Manager, Fire Chief, and other City boards and officials, and these provisions shall be interpreted and applied in such manner.

- E. The Union recognizes the powers, duties and responsibilities of the Fire Chief as set forth in the Charter and Ordinances and that pursuant thereto the Fire Chief has the authority to establish rules and regulations applicable to the operation of the Fire Department and to the conduct of the employees and officers employed therein, subject to the express provisions of this Memorandum.
- F. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Union having had an opportunity to raise all matters in connection with the Meet and Confer proceedings resulting in the Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the Fire Chief, the City Council, or the City Manager.

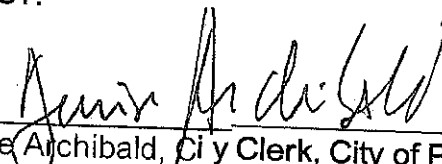
IN WITNESS WHEREOF, the parties have set their hands this
of May, 2023


Bryan Willingham, President, Phoenix Fire Fighters Association Local 493


Jason Perkiser, Assistant Human Resources Director

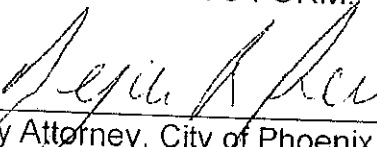

Jeff Barton, City Manager, City of Phoenix

ATTEST:


Denise Archibald, City Clerk, City of Phoenix

65.12.2023

APPROVED AS TO FORM:


ACTING. City Attorney, City of Phoenix

Local 493 Team:

Bryan Willingham, President
Ben Lindquist
Ed Beuerlein
Tim West
Eric Kalkbrenner
Tim Gammage Jr.
Gabe Orosco
Scott Crowley
Brian Moore

City of Phoenix Team:

Jason Perkiser, Assistant HR Director
Mark Gonzales, Assistant Fire Chief
Tim Gammage, Battalion Chief
Mike Molitor, Deputy Chief
Chris Healey, Deputy Chief
Brianna Aceves, Admin. Assistant II
Jennifer Flaherty, Secretary, (Scribe)

ATTACHMENT A HOURLY PAY RATES

Unit 5 and the City's Negotiations team will work together during this year's Meet and Confer process to insert the 2023 Class and Comp steps adopted by the Mayor and Council. In addition, we will work collaboratively to identify inequities and make any necessary adjustments.

HOURLY PAY RATES

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>FIREFIGHTER</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Upon Graduation from Academy	1	\$17.205	1	\$26.510
6 Months After Graduation from Academy	2	\$17.635	2	\$27.160
1 ½ Years After Graduation from Academy	3	\$18.422	3	\$28.370
2 ½ Years After Graduation from Academy	4	\$18.991	4	\$29.260
3 ½ Years After Graduation from Academy	5	\$19.915	5	\$30.670
4 ½ Years After Graduation from Academy	6	\$20.984	6	\$32.300
5 ½ Years After Graduation from Academy	7	\$22.031	7	\$33.920
6 ½ Years After Graduation from Academy	8	\$23.169	8	\$35.700
7 ½ Years After Graduation from Academy	9	\$25.087	9	\$38.630

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>FIREFIGHTER PARAMEDIC</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Fire Fighter upon assignment as a Paramedic	21	\$22.031	21	\$33.920
Fire Fighter Paramedic after one year	22	\$23.169	22	\$35.700
Fire Fighter Paramedic after two years	23	\$24.381	23	\$37.540
Fire Fighter Paramedic after three years	24	\$25.538	24	\$39.330
Fire Fighter Paramedic after four years	25	\$27.648	25	\$42.580

<u>FIREFIGHTER SO</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Firefighter at Step 1 upon assignment	31	\$18.422	31	\$28.390
Firefighter at Step 2 upon assignment	32	\$18.853	32	\$29.030
Firefighter at Step 3 upon assignment	33	\$19.637	33	\$30.250
Firefighter at Step 4 upon assignment	34	\$20.208	34	\$31.130
Firefighter at Step 5 upon assignment	35	\$21.132	35	\$32.530
Firefighter at Step 6 upon assignment	36	\$22.202	36	\$34.180
Firefighter at Step 7 upon assignment	37	\$23.248	37	\$35.820
Firefighter at Step 8 upon assignment	38	\$24.390	38	\$37.550
Firefighter at Step 9 upon assignment	39	\$26.303	39	\$40.510

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>FIREFIGHTER SO/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Firefighter Paramedic at Step 21 upon assignment	51	\$23.248	51	\$35.820
Firefighter Paramedic at Step 22 upon assignment	52	\$24.390	52	\$37.560
Firefighter Paramedic at Step 23 upon assignment	53	\$25.598	53	\$39.420
Firefighter Paramedic at Step 24 upon assignment	54	\$26.755	54	\$41.220
Firefighter Paramedic at Step 25 upon assignment	55	\$28.866	55	\$44.470

<u>FIREFIGHTER HMT & TRT</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Firefighter at Step 1 upon assignment	61	\$19.640	61	\$30.260
Firefighter at Step 2 upon assignment	62	\$20.071	62	\$30.900
Firefighter at Step 3 upon assignment	63	\$20.856	63	\$32.100
Firefighter at Step 4 upon assignment	64	\$21.426	64	\$33.000
Firefighter at Step 5 upon assignment	65	\$22.349	65	\$34.420
Firefighter at Step 6 upon assignment	66	\$23.416	66	\$36.090
Firefighter at Step 7 upon assignment	67	\$24.466	67	\$37.680
Firefighter at Step 8 upon assignment	68	\$25.605	68	\$39.450
Firefighter at Step 9 upon assignment	69	\$27.522	69	\$42.380

		56 HOUR			40 HOUR
		Effective July 10, 2023			Effective July 10, 2023
<u>FIREFIGHTER HMT &TRT/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE	
Firefighter Paramedic at Step 21 upon assignment	81	\$24.466	81	\$37.680	
Firefighter Paramedic at Step 22 upon assignment	82	\$25.605	82	\$39.450	
Firefighter Paramedic at Step 23 upon assignment	83	\$26.815	83	\$41.300	
Firefighter Paramedic at Step 24 upon assignment	84	\$27.975	84	\$43.090	
Firefighter Paramedic at Step 25 upon assignment	85	\$30.082	85	\$46.330	

<u>ENGINEER</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon promotion	1	\$24.237	1	\$37.310
Engineer six months after promotion	2	\$25.501	2	\$39.280
Engineer one and 1/2 years after promotion	3	\$27.616	3	\$42.540

<u>ENGINEER PARAMEDIC</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon assignment	21	\$27.850	21	\$42.900
Considered for increase on anniversary date	22	\$29.962	22	\$46.140

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>ENGINEER SO</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon assignment	31	\$26.718	31	\$41.150
Considered for increase on anniversary date	32	\$28.835	32	\$44.430

<u>ENGINEER SO/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon assignment	51	\$29.068	51	\$44.760
Considered for increase on anniversary date	52	\$31.181	52	\$48.020

<u>ENGINEER HMT & TRT</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon assignment	61	\$27.938	61	\$43.030
Considered for increase on anniversary date	62	\$30.053	62	\$46.270

<u>ENGINEER HMT&TRT/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Engineer upon assignment	81	\$30.285	81	\$46.640
Considered for increase on anniversary date	82	\$32.400	82	\$49.900

<u>CAPTAIN</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon promotion	8	\$26.838	8	\$41.340
Captain after 1 year	9	\$28.178	9	\$43.390
Captain after 2 years	10	\$32.032	10	\$49.330

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>CAPTAIN PARAMEDIC</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon assignment	21	\$29.184	21	\$44.930
Considered for increase on anniversary date	22	\$30.525	22	\$47.000
Considered for increase on anniversary date	23	\$34.378	23	\$52.930

<u>CAPTAIN SO</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon assignment	31	\$28.056	31	\$43.220
Considered for increase on anniversary date	32	\$29.396	32	\$45.280
Considered for increase on anniversary date	33	\$33.248	33	\$51.190

<u>CAPTAIN SO/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon assignment	51	\$30.402	51	\$46.820
Considered for increase on anniversary date	52	\$31.743	52	\$48.900
Considered for increase on anniversary date	53	\$35.597	53	\$54.810

		56 HOUR		40 HOUR
		Effective July 10, 2023		Effective July 10, 2023
<u>CAPTAIN HMT &TRT</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon assignment	61	\$29.272	61	\$45.080
Considered for increase on anniversary date	62	\$30.614	62	\$47.140
Considered for increase on anniversary date	63	\$34.467	63	\$53.060

<u>CAPTAIN HMT &TRT/PARA</u>	STEP	HOURLY RATE	STEP	HOURLY RATE
Captain upon assignment	81	\$31.623	81	\$48.700
Considered for increase on anniversary date	82	\$32.962	82	\$50.760
Considered for increase on anniversary date	83	\$36.814	83	\$56.700

Progression through these steps shall be in accordance with established regulations and the City's Pay Ordinance. It is understood that any time a member is promoted to another classification or assigned as a firefighter paramedic and is within a pay classification range, the member will proceed to the next higher step upon promotion or assignment.

ATTACHMENT B VACATION CARRYOVER

With the reinstatement of vacation buy back in FY 2021-2022, vacation carryover will be the established maximum plus 240 hours (or the 56-hour equivalent). In FY 2022-2023, the vacation carryover will be the established maximum plus 160 hours (or the 56-hour equivalent). In FY 's 2024-2026 the vacation carryover will be the established maximum plus 120 hours (or the 56-hour equivalent).