



**CITY OF TEMPE  
FIREFIGHTERS' UNIT  
MEMORANDUM OF UNDERSTANDING  
(MOU)**

**July 1, 2016 – June 30, 2019**

**As per Tempe City Code 2-400 Et Seq**

# TABLE OF CONTENTS

| ARTICLE TITLE                                     | PAGE |
|---|------|
| Preamble .....                                    | 3    |
| Proviso for Existing Benefits .....               | 3    |
| Rights of the Union .....                         | 5    |
| Rights of the Unit Employee .....                 | 6    |
| Wages .....                                       | 6    |
| Deferred Compensation .....                       | 9    |
| Health Insurance .....                            | 10   |
| Medical and Physical Fitness Exams .....          | 12   |
| Life Insurance .....                              | 12   |
| Pension Contribution .....                        | 13   |
| Written Reprimand Retention .....                 | 13   |
| Bidding on Vacancies .....                        | 13   |
| Call-Back Pay .....                               | 14   |
| Forty-Hour (40-Hour) Leave Accrual .....          | 14   |
| Hours of Work / Working Conditions .....          | 14   |
| Lateral Entry Program .....                       | 14   |
| Light Duty (Transitional Work) .....              | 15   |
| Working Out of Classification .....               | 15   |
| Bereavement Leave .....                           | 15   |
| Compassionate/Catastrophic Leave .....            | 15   |
| Holiday Benefits .....                            | 16   |
| Industrial Leave .....                            | 16   |
| Medical Leave .....                               | 17   |
| Overtime .....                                    | 17   |
| Tuition Reimbursement .....                       | 18   |
| Uniform, Clothing, and Equipment Allowances ..... | 18   |
| Vacation Leave .....                              | 18   |
| Labor Management Committee .....                  | 19   |
| Diversity Recruitment .....                       | 20   |
| Procedure for Alleged Breach of MOU .....         | 20   |
| Complete Agreement .....                          | 21   |
| Term and Effect .....                             | 22   |

## **PREAMBLE**

**WHEREAS**, the Parties, through their designated representatives, met and conferred in good faith pursuant to Tempe City Code 2-400 Et Seq in order to reach agreement concerning wages, hours, and working conditions of employees comprising the Firefighter 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 Tempe 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 Tempe with their joint recommendation that body resolve to adopt its terms and take such other action as may be necessary to implement its provisions.

## **PROVISO FOR EXISTING BENEFITS**

The Parties agree and Tempe City Code 2-400 Et Seq confirms that in the event of a conflict between the City of Tempe Personnel Rules and Regulations, attachments thereto, other Council approved programs, and this Memorandum of Understanding, the Memorandum of Understanding shall apply to the conflicting issue. If there is no conflict between the above referenced documents, the Parties are governed by the Personnel Rules and Regulations, attachments thereto and Council approved programs. In the event all such formerly referenced documents are silent on a particular issue, the City Manager and/or designee shall retain the right to exercise judgment on all such matters.

If, during the term of this Agreement, the City anticipates a substantive change in the benefits not included in this MOU, but provided to Unit Members through the City of Tempe Personnel Rules and Regulations and attachments thereto, and other Council approved programs, the City shall meet with the Union, explain the reasons for the change, and discuss the potential impact of such changes.

The purpose of the provisions of this Article is to continue to provide current financial benefit levels, as that terminology is customarily defined as part of the employees' overall compensation package, while simultaneously not restricting the authority of management in the administration and management of such benefits. As an example, firefighters on a 56-hour workweek will continue to be provided the benefit of vacation accrual as provided in the City Personnel Rules and Regulations; however, how approval is obtained to utilize such time shall remain the determination of the City. Similarly, these provisions do not guarantee a firefighter a particular work shift or work assignment; nor shall they guarantee a firefighter a right to overtime.

The referencing of the Personnel Rules and Regulations and other such policies and procedures herein does not make them an extension of this Memorandum of Understanding. Therefore, the process for an alleged breach of this MOU as contained in Tempe City Code 2-400 Et Seq or any procedure agreed upon by the Parties to resolve allegations of a breach of this MOU, shall not be applicable.

Any benefit provided by outside vendors (such as health insurance), and subject to cost increases outside the City's control, may cause a re-opening of this contract for purposes of the affected benefit only. This negotiation process will exclude fact-finding.

The following benefits still have not been fully restored from the 5% forfeiture of pay/benefits that were cut during the fiscal crisis claim and opening of the MOU by the City in 2009. Both parties acknowledge these benefits were not restored in this MOU. These unrestored benefits are:

A \$375 cut per year in uniform allowance.

The listing of these unrestored benefits is illustrative only and do not create any obligation on the parties and are not intended to supersede Article 29 of the MOU.

The parties agree that the health and security of the Public Safety Retirement System is a mutual concern. While this MOU does not contain any provisions directly addressing the pensionability of any components of compensation for Unit Members, the parties acknowledge that efforts are underway at the state level to enact pension reform. In addition to those efforts, the parties agree that, in the event of any reopeners for wages and compensation during the effective dates of the MOU, and/or during the next designated Meet and Confer period, one of the mandatory topics of negotiations will be pension reform and pensionability of components of compensation.

## **Definitions**

For the purpose of this Memorandum of Understanding, the following definitions shall apply:

- |               |   |
|---------------|---|
| “City”        | shall mean Tempe City government  |
| Union”        | shall mean United Phoenix Firefighters Association Local 493, Tempe Chapter |
| “Unit Member” | shall mean a City employee identified in the Tempe City Code Section 2-401. |

## **ARTICLE 1 RIGHTS OF THE UNION**

1. During the term of this Memorandum of Understanding, union officials will be released from duty with full pay when directed by the City to participate in a meeting with the City and/or City representatives. Union officials will also be released from duty with full pay to participate in any committee or task force established by this Memorandum of Understanding.

2. Employees who participate in meetings covered by this Article at times other than their normal work shift shall not receive compensation and said hours are not considered time worked for the purpose of computing overtime.

3. Union representatives shall be released from duty with full pay to provide employee representation in a grievance hearing, disciplinary meeting or any other meeting that may lead to disciplinary action with an employee.

4. During the term of this Agreement, the City will provide up to 2912 hours annually to be utilized by the Union President and business agent for the purpose of conducting union/management related business. The City will allow 1,000 hours for duly elected officers, trustees and members of the Union. The policies governing the use and administration of these hours will be outlined in a separate document which shall be adopted upon the mutual consent of both Association and the City, and shall be in compliance with all federal, state, and local laws. The policy document will require that the time utilized must be authorized in advance by the Chief or his/her designee. It will further require that the Union President will be responsible for complying with the following guidelines:

- Time will not be authorized if it results in overtime for the Union member utilizing the time or if it creates an operational problem for the Department.
- The activity to be engaged in cannot create a conflict of interest between the Union and the City of Tempe.
- The time used must be in furtherance of the overall mission and values of the City and must not negatively impact upon the relationship between the City and the Union.

Union release time is a negotiated benefit for the members of the firefighter unit and, as with any benefit, has been negotiated in conjunction with other benefits and concessions.

5. It is understood and agreed that meetings such as those mentioned above shall be scheduled in such a manner as to minimize disruptions to service and to minimize overtime.

6. There shall be no use of City paid time for Union-related activities except as expressly authorized by this Article. The Department shall maintain procedures to administer and control use of City paid time in conformity with the provisions of this Article.

7. The City shall furnish monthly, or as requested, a listing of Union members on City payroll deduction for union dues during the term of this agreement. Included with the employee's name shall be the employee's current job assignment. An employee who wishes for his/her mailing address to be released to the Union may so designate to the City and this information will be included. The employee's authorization shall continue until revoked in writing by the employee. The Union agrees to use this list solely for purposes of communicating with Union members and will not share this information with other individuals or organizations.

8. A. The City agrees, in conformity with Tempe City Code Section 2-403, to deduct an amount specified in writing by the employee and transmit such amount to the Union each pay period. Such deductions shall be made only when the employee's earnings for such pay period are sufficient after other legally required deductions are made. The Union reserves the right during the term of this agreement to increase the amount withheld for all employees pursuant to a generalized dues increase.

B. The City assumes no liability on account of any action taken pursuant to this section (Section 8). The Union agrees to indemnify, defend, and hold harmless the City, its agents, employees, and officials for taking action in conformance with this section.

C. Employees may initiate, discontinue or amend union payroll deductions by written authorization in accordance with Tempe City Code section 2-403 at any time during the term of this Memorandum of Understanding.

9. There shall be no implied rights beyond the specific terms of this Memorandum of Understanding.

## **ARTICLE 2 RIGHTS OF THE UNIT EMPLOYEE**

### 1. Representation

Unit Members have the right to be represented by the Union at any Meeting, which could or will result in disciplinary action being taken against that Member. The Unit Member will have two and one-half (2 1/2) hours to obtain Union representation from time of notification of meeting or a Union representative will be contacted with at least two and one-half (2 1/2) hours' notice to be present at the meeting with the Member. Upon notification the member will be made aware of the general reason for the meeting.

## **ARTICLE 3 WAGES**

Any authorized numerical or percentage change to any wage or benefit covered by this MOU during the term of this MOU will result in the issuance of an amended MOU, which will accurately describe then-current wages and benefits.

1. Salary

The pay plan provided below will be maintained for fiscal years 2017 - 2019, with movement through the annual steps.

Any market adjustment will be applied to the following pay plan. Members will move to the new pay plan on their anniversary date, from graduating the fire academy each fiscal year of this agreement.

|                                 | <b>Firefighter's<br/>2016-2017<br/>Annual Salary</b> | <b>Medic's<br/>2016-2017<br/>Annual Salary</b> |
|---------------------------------|--|--|
| Assigned as Recruit - 40 hours  | \$ 43,884  |  |
| Upon Graduation from Academy    | \$ 48,786  |  |
| 1 Year from Academy Graduation  | \$ 51,225  | \$ 56,348                                      |
| 2 Years from Academy Graduation | \$ 53,787  | \$ 59,165                                      |
| 3 Years from Academy Graduation | \$ 56,476  | \$ 62,123                                      |
| 4 Years from Academy Graduation | \$ 59,300  | \$ 65,230                                      |
| 5 Years from Academy Graduation | \$ 62,265  | \$ 68,491                                      |
| 6 Years from Academy Graduation | \$ 65,378  | \$ 71,916                                      |

Upon assignment to Paramedic, A Firefighter will receive 10% above his or her current salary. Members who are certified paramedics, but are not assigned as department paramedics, will receive assignment pay equal to 5% above his or her current salary.

|   | <b>2014 – 2016<br/>Annual Salary</b> |
|---|--------------------------------------|
| <b>Fire Engineer</b><br>Upon Promotion        | \$71,904                             |
| <b>Fire Engineer Medic</b><br>Upon Promotion  | \$79,094                             |
| <b>Fire Captain</b>                           | \$84,480                             |
| <b>Fire Captain Medic</b>                     | \$92,928                             |
| <b>Fire Captain (40-Hour Assignment)*</b>     | \$92,083                             |
| <b>Fire Captain Medic (40-Hr Assignment)*</b> | \$101,292                            |

\* (See Overtime Article 22)

2. Special Operations Pay:

\$269.30 month

Special Operations Pay will be increased by the weighted average percentage of any Cost of Living (COL) or Market Adjustment given between July 1, 2016 and June 30, 2019.

Any unit member assigned to the dive team will receive special operations pay. This would not be additional pay for members who otherwise qualify for special operations pay.

Any person assigned to a special operations company will receive special operations pay after six (6) months of active duty on the company, receiving ongoing education and experience, unless they have the necessary technician or equivalent certification in which case, they will receive pay immediately when assigned.

In July of 2016, 2017 and 2018 the City will conduct market studies of top annual base salaries for each of the three ranks represented by the Firefighters' Unit. Both parties recognize that maintaining market competitiveness is of mutual benefit and agree to adjust the pay plans to reflect the 75<sup>th</sup> percentile of the seven cities included in the established market in each year of this MOU. The 75<sup>th</sup> percentile shall be calculated as the average of the second and third highest maximum salaries in the other seven cities included on the City's market study. Any increase will take effect retroactive to July 1<sup>st</sup> of the respective year.

3. Productivity Enhancement Pay:

In August and the second paycheck in December each year, Unit Members, who have completed a minimum of five (5) years of service with the City of Tempe, will receive Productivity Enhancement Pay (in two semi-annual payments) according to the following plan.

A member may elect to receive his/her August Productivity Enhancement check in the preceding June if retiring or entering the DROP in June.

If a member retires or leaves employment in the months of June thru December he/she will receive both the August and December Productivity Enhancement Pay amounts prior to leaving employment.

Productivity Pay will be based on a member's years of service and base pay, effective as of the first day of the pay period beginning in July of each year.

| <b>Years of Service</b> | <b>% of Base Pay</b> |
|-------------------------|----------------------|
| 5-9                     | 2%                   |
| 10-14                   | 4%                   |
| 15-19                   | 6%                   |
| 20-24                   | 8%                   |
| 25+                     | 10%                  |

Salaries are based upon the pay plan consistent with this MOU.

For Productivity Enhancement Pay, years of service will be considered accredited service with the Arizona Public Safety Personnel Retirement System (PSPRS) but only after meeting the initial requirement of five (5) years of service with the City of Tempe.

#### 4. Bilingual Pay

Unit Members who successfully pass the required competency examination for entry into the City's Bilingual Pay Program will be eligible to receive additional compensation for significant interaction of \$150 per month.

#### 5. Performance Pay

Performance Pay is an additional pay that would be paid to members on a per-paycheck basis. Members would receive the equivalent of 2.76% of their hourly base rate of pay for the Primary Medical Performance Pay target. If a member waits to reach the secondary Medical Performance Pay target, then that member will receive the equivalent of 4.6% of their base hourly rate. Members who qualify for the primary Vacation Performance Pay target would receive the equivalent of 8.5% of their hourly base rate. Members who qualify for the secondary Vacation Performance Pay target would receive the equivalent of 9.2% of their hourly base rate.

#### 6. Financial Wellness Training Pilot Program

The City agrees to a one-year pilot program for financial wellness training to be funded by the City with a \$5,000 one-time addition to the Tempe Fire Medical Rescue Department's budget and procured through the department. The pilot program will be evaluated for citywide applicability. Any on-duty financial wellness training cannot result in additional overtime.

### **ARTICLE 4 DEFERRED COMPENSATION**

1. Unit Members who have graduated from the Fire Academy shall receive deferred compensation contributions of \$50.00 per-pay-period to their deferred compensation accounts. The Tempe Firefighter's group may elect to move their members' fund to deferred compensation plans that are separate from the current City-sponsored plans as long as the Firefighters provide a 90 day written notice to the City. City deferred compensation administration contracts that are entered into during the term of this agreement, and which include the participation of members of the Firefighter's group, shall provide for separate reporting of the Firefighters' funds to be provided to the Firefighter's group.

2. Members are not eligible to participate in the City's Mediflex Program.

## **ARTICLE 5 HEALTH INSURANCE**

1. The Unit provided the required notification to the City of their intent to exit the City's Health Benefit Plan, specifically medical, dental and vision coverage, as of January 1, 2015 and the City has agreed. Under this agreement, the following provisions will apply:

2. Provision of benefits: The Unit will be solely responsible for purchasing, providing and administering medical, dental and vision benefit plans for all Unit members. All medical benefits will be Patient Protection Affordable Care Act (PPACA) compliant, specifically meeting minimum essential coverage and minimum value standards. All Unit members will be ineligible for medical, dental and vision benefits provided by the City as long as this agreement is in place. The City is not responsible to address any questions, concerns or issues with the Unit benefit plans and will refer any Unit member inquiries to the Unit benefit plan administrator.

3. Wellness Program and Credit: Unit members will no longer participate in the City's Wellness Program beginning 1/1/2015. City Wellness credits applied only to City employee medical premium contributions for those participating in the program and therefore is no longer applicable. Any credit associated with any Unit wellness program will be administered by the Unit benefit plan administrator.

4. Waive Stipend: Any Unit member who elects to not participate in the Unit's medical benefits plan (this does not apply to dental or vision plans), will continue to qualify for the City's waive stipend payment of \$100 month. The stipend will continue to be paid by the City via the Unit member's paycheck. No medical premium contribution from the City will be paid for any Unit member who is waiving medical coverage.

5. Trust Fund: The Unit is required to maintain an appropriate trust fund governed under, and in compliance with any applicable federal and state laws, for the purpose of receiving, holding and disseminating monies to cover the costs of providing the medical, dental and vision benefits to its members.

6. Unit Member Premium Deductions: The City will continue to deduct individual Unit member premium contributions from each paycheck on a pre-tax basis as long as the Unit provides all documentation required by the City to conclusively demonstrate that such pre-tax deductions are legal. Prior to the beginning of each plan year, the Unit will provide the City the various contribution amounts for all plans and all plan levels. Premium deductions shall be forwarded after each City payroll to the Unit Trust established for the health benefits of the Unit's members.

7. Ongoing verification of Pre-Tax Status: The Unit is required to provide the City with copies of any changes to plan documents, trust documents, 125 cafeteria plan or any other documents governing their benefits provisions to Unit members in order for the City to determine that the pre-tax status of deductions and City contributions is not impacted. Any tax or other liability associated with the adoption of plans by the Unit shall be the sole responsibility of the Unit.

8. Unit Member benefits election and mid-year changes: Prior to the beginning of each of their plan years, the Unit will provide to the City the enrollment data file and supporting documents for all Unit Members including those waiving coverage. Prior to each bi-weekly City payroll, the Unit will provide a data file and supporting documentation

of any mid-year changes to members enrollment elections in order for the City to deduct appropriate employee contributions and submit appropriate associated employer contributions.

9. City Premium Contributions: The City shall submit to the Unit Trust each pay period the appropriate employer contribution for each enrolled member. Any responsibility for remission of those contributions to an insurer or to a self-funded plan shall be the sole responsibility of the Unit.

10. Changes to City Premium Contributions: The City will adjust its contribution to the Firefighters' Healthcare Trust commensurate with the percentage increase in the City's cost for other employees.

11. Flexible Spending Accounts: Unit Members will not be eligible for participation in the City's medical or dependent care FSA's.

12. Returning to the City health plans: The Unit shall provide the City with at least 60 days' notice of its intent to return its members to coverage under the City medical, dental and vision plans. Any return to the City plans will require negotiating an appropriate payment to the City's Health Fund.

13. The City will match \$25 per pay period into a fund for the purpose of providing a monthly stipend for retirees to apply to the cost of their health insurance premium upon retirement. The Trust Fund shall be maintained and initiated by a Board appointed by the United Phoenix Firefighters – Tempe Chapter Local 493.

14. The fund shall be invested in prudent, protected investments in compliance with state and federal laws. The fund managers may seek outside advice and consultation as they deem appropriate and are authorized to secure a formal trust instrument. The trust instrument and any amendments thereto must be provided to the City for review upon request and on an annual basis.

15. The Tempe Fire Fighters Employee Benefit Trust Fund, now known as the United Arizona Firefighters Health Care Trust (the "Trust"), shall serve as the funding vehicle for the Union's health insurance plan as well as the funding vehicle for the retiree health insurance stipend.

(a) The City agrees that the Union shall serve as the sole settlor and sponsor of the Trust effective as of January 1, 2015.

(b) The Board of Trustees shall take precautions to make sure retiree health insurance stipend contributions are not used to pay costs associated with the Union's health insurance plan or any other benefit that may be offered through the Trust.

16. Each Unit Member will contribute \$25 per pay period into the Trust for the purpose of providing a monthly stipend for retirees to apply to the cost of their health insurance premiums and related expenses upon retirement. The Unit Member contributions are mandatory and therefore shall be deducted from payroll by the City on a pre-tax basis and remitted to the Trust on a bi-weekly basis.

17. The Trust's Board of Trustees shall determine the amount of the monthly retiree stipend, the eligibility criteria for the stipend and the timing of all stipend payments.

18. Effective with this MOU, Unit Members will no longer participate in the City sponsored Employee Assistance Program (EAP). The City will submit to the Trust the cost of the Firestrong/Public Safety Crisis Solutions EAP for the Unit Members which is \$6.42 per employee per month. Any annual increase to this program will be subject to negotiation.

19. The City shall provide health insurance for members retiring from the City pursuant to the rules and procedures for retirement as defined under the Public Safety Retirement System and the City of Tempe policies and procedures regarding retiree health insurance as may be amended.

20. Any implementation of this Article shall be consistent with current and future IRS and/or PSRS rulings and all federal, state, and local laws.

21. The City assumes no liability on account of any action taken pursuant to this Article. The Union agrees to indemnify, defend, and hold harmless the City, its agents, employees, and officials, for taking action in conformance with this Article.

## **ARTICLE 6 MEDICAL AND PHYSICAL FITNESS EXAMINATIONS**

1. During the term of this Memorandum of Understanding the Fire Department will schedule members for a medical and physical fitness evaluation yearly. The medical and physical fitness evaluation will be of the same design and quality as the product which is in place through the Phoenix Fire Department's Health Center in June of 2009, and in keeping with the intent of National Fire Protection Association 1582.

2. Members retiring after July 2007 will be able to continue to receive their annual physicals in accordance with paragraph 1 of this article. The City will provide this service at no expense to the individual.

## **ARTICLE 7 LIFE INSURANCE**

1. 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 member equal to the member's base annual salary. Additionally, the City will provide a death benefit of \$75,000. The City will continue to provide to each member a \$250,000 death benefit covering the member's commutation to and from his/her City work location. This policy will be consistent with the City's current group insurance, and will cover the Unit Member's commute for up to two (2) hours before his/her shift begins and two (2) hours after his/her shift concludes.

2. In the event of the death of a member while commuting to or from his/her work location, the City will continue to pay the full health insurance premium for the spouse, domestic partner, and all eligible dependents, in accordance with City policy.

**ARTICLE 8  
PENSION CONTRIBUTION**

Members participating in the D.R.O.P. program will make a onetime irrevocable election to receive either additional base pay OR to receive City contributions into their deferred compensation accounts, each pay period, equal to the reduction of the City's *Total Percentage Contribution Requirement* that is based on those employees' participation in the DROP program, but, in no case shall the City's contribution exceed 24.21%. The *Total Percentage Contribution Requirement* (Employer rate prior to Fire Insurance Tax offset) is documented on the Contribution Transmittal Form sent to PSRS by the City each pay period. If, during the term of this contract, State legislation is passed that would require cities to make contributions to the PSRS for Unit Members participating in the DROP program, either party can have the MOU re-opened for purposes of clarifying this article by submitting a written request to the other party.

**ARTICLE 9  
WRITTEN REPRIMAND RETENTION**

Records retention will be performed according to City policy.

**ARTICLE 10  
BIDDING ON VACANCIES**

1. The Parties acknowledge that the Fire Department has historically utilized a procedure whereby employees bid on work locations based upon the employee's length of service since date of hire as a firefighter with the City. Although this process oftentimes meets the needs of both the Department and the Employee, the Parties agree that this process in no way limits the authority of the Fire Chief, or his designee, to make assignments to meet the operational needs of the Department.

This process will also be used in the event of any layoffs within the Fire Department.

Note: A member is considered off probation one (1) year after graduation from the Phoenix Fire Academy or equivalent.

2. In the event that the Fire Chief exercises his prerogative to utilize a different method for allocating work assignments other than allowing employees to bid as acknowledged above in 1., the Union President has the right to make this issue an agenda item for discussion in the Labor/Management Committee, or the Employee may decide to appeal through the MOU Breach Procedure.

3. The Fire Chief shall make reasonable efforts to allocate work assignments and promotions expeditiously. The Fire Chief retains the right to make reassignments to meet the operational needs of the Department.

**ARTICLE 11  
CALL-BACK PAY**

Employees called back to work after leaving City facilities upon completion of their regular shift shall receive a minimum of two (2) hours pay at one and one-half (1½) times their regular rate of pay. They will also receive thirty (30) minutes travel time at a rate of one and one half (1 1/2) times their hourly rate if working over 2 hours. Travel time will be included in the minimum two hours when member has worked less than two (2) hours.

**ARTICLE 12  
FORTY-HOUR (40) LEAVE ACCRUAL**

The Parties recognize that firefighters accrue vacation and medical leave at a higher rate than other City employees because of their fifty-six (56-hour) shift to which they are normally assigned. When the Fire Chief reassigns a firefighter, or a firefighter is selected into a position with a forty- (40) hour work schedule, the firefighter will begin accruing vacation and medical leave at the same rate as other forty- (40) hour per week City employees. Furthermore, the firefighter's current accrual balances will be prorated as if it had been accrued based upon a forty- (40) hour workweek. This article excludes light duty assignments of less than ninety (90) calendar days.

When a firefighter on a forty- (40) hour workweek returns to the regular fifty-six (56-hour) workweek, vacation and medical leave will be in accordance with other fifty-six (56-hour) workweek employees, and the firefighter's leave balance will be prorated accordingly. This is not to be confused with article 15 "Light Duty".

**ARTICLE 13  
HOURS of Work / Working Conditions**

1. The duty hours for Unit Members assigned to Emergency Services shall continue to average fifty-six (56) hours per week. Shifts shall continue to be twenty-four (24) hours in duration, except Unit member's assigned to forty hour work week.
2. For the 6.24 hours per pay period (commonly referred to as "FLSA hours") that are considered overtime in the 56-hour per week schedule, Unit Members will be paid two (2) times their regular rate of pay.

**ARTICLE 14  
LATERAL ENTRY PROGRAM**

When an employee of the City of Tempe outside the Fire Department wishes to become an employee of the Fire Department in a position covered by this Memorandum of Understanding, the following provisions shall apply:

1. The Employee moving into the Fire Department shall be paid a rate of pay as determined by the Fire Chief with the approval of the City Manager. Prior to the final

determination by the Fire Chief, he shall review the intended rate of pay with the Association President.

2. The employee will receive leave accrual based upon continuous service with the City of Tempe. Said employee shall retain previously accrued unused leave balances.

3. For purposes of bidding on company-based assignments and/or available vacation slots, seniority will be based upon continuous service within the Fire Department.

### **ARTICLE 15 LIGHT-DUTY (TRANSITIONAL WORK)**

Any member assigned to light duty will be placed on a forty- (40) hour workweek schedule. All pay and leave accrual remains the same as if still on a 56 hour work week if the inability to perform regular duty is work related. If the inability to perform regular duty is not work related, all pay and leave accrual will remain the same for a period of ninety (90) days, after which the Member will stop receiving FLSA overtime premium pay only.

### **ARTICLE 16 WORKING OUT OF CLASSIFICATION**

An employee will be paid for temporarily working out of his/her assigned classification for anytime worked four (4) hours or greater. Pay will be at the hourly rate of the base pay of the position being filled or 5% above their normal base rate, whichever is greater.

### **ARTICLE 17 BEREAVEMENT LEAVE**

Members shall receive up to five (5) working days leave with pay not chargeable to medical or vacation leave for immediate family members. Members shall receive up to three (3) working days leave with pay not chargeable to medical or vacation leave for non – immediate family members. Two (2) additional working days shall be granted for out of state travel for non – immediate family members.

For the purpose of this article, immediate family members are: Spouse / Domestic Partner, Child (foster & step), Parent (in-law & step), Sister (in-law & step), Brother (in-law & step), Son/Daughter in-law, Grandparent (in-law & step), Grandchild (in-law & step; non-immediate family members are: Aunt, Uncle, Nephew, and Niece.

### **ARTICLE 18 COMPASSIONATE/CASTROPHIC LEAVE**

Compassionate/Catastrophic Leave will be administered in accordance with the City's Personnel Rules and Regulations. Union Members are eligible for up to 224 hours of Catastrophic Leave.

**ARTICLE 19  
HOLIDAY BENEFITS**

In lieu of the holidays set forth below, employees working the fifty-six (56-hour) workweek are paid for 11.2 hours at one and one-half (1½) times their hourly rate of pay.

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Cesar Chavez Recognition Day  
Independence Day  
Memorial Day Labor  
Day Veteran's Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Day

Four (4) Personal Leave Days: each Unit Member shall have the opportunity of selecting 11.2 hours of pay at the overtime rate to be paid out per the City's Personnel Rules **or** twenty-four (24) hours of personal leave, for all four (4) personal leave days.

Special Holiday Leave: Each Unit Member will receive six (6) hours of holiday leave to be used between November 15<sup>th</sup> and January 15<sup>th</sup>. Members will be paid six (6) hours of straight time if they do not utilize the leave.

**ARTICLE 20  
INDUSTRIAL LEAVE**

Members are covered by the City under the Arizona State Worker's Compensation Act against injuries, illness or disease occurring in the course of City employment.

If a member is absent from work as a result of an injury, illness, or disease that is covered under the Arizona State Worker's Compensation Act, the absence is considered industrial accident leave. For absences of one (1) to seven (7) calendar days, Members are compensated 100% of their regular base rate of pay without loss of any medical or vacation leave. For absences over seven (7) days, Members are compensated 95% of their regular biweekly base rate of pay from the City for up to twelve (12) months. Beyond twelve (12) months, employees are compensated in accordance with the Arizona Worker's Compensation Act. Members may voluntarily supplement their Worker's Compensation benefit with accrued medical and vacation leave. The amount that may be supplemented is the difference between the Worker's Compensation benefit and the employee's net take-home pay, plus voluntary payroll deductions. The amount of a member's Worker's Compensation benefit shall not exceed his/her regular base rate of pay.

## **ARTICLE 21 MEDICAL LEAVE**

1. Members on 56-hour schedules shall accrue 11.2 hours of medical leave per month. Maximum accrual of Medical leave shall be unlimited. In October of each year, the Member may elect for the following year to cash out medical leave in excess of 672 hours at a rate of 25% or let the Medical leave accrue above the 672 hours.

2. Members retiring from the City in good standing shall receive 60% of all accrued Medical leave in the form of cash or vacation leave. The Member will be reimbursed at an hourly rate equal to the Member's hourly rate at time of retirement or highest paid hourly rate within the last twelve (12) months prior to retirement. Highest paid rate must be for a position held for at least six months.

3. Medical leave may be used for illness or physical incapacity of the employee, medical, dental or psychological appointments during working hours. Medical leave may also be used for any of the above reasons for an immediate family member.

4. Any member who has had an extended injury or illness for longer than twelve (12) shifts will have their sick leave retroactively charged to them based on a forty- (40) hour work week.

5. Any member with 17 years or more of service in PSPRS who has an accrued balance of 1,000 hours of medical leave will qualify for the primary target for Medical Performance Pay. If a member waits to accrue 1,400 hours of medical leave they will qualify for the secondary target for Medical Performance Pay. The member must elect the performance pay option. When receiving performance pay the members medical leave accrual will cease. A member may receive Performance pay for medical leave one time for no more than six consecutive years.

Note: Benefits are based upon a 56-hour workweek unless unit member is assigned to a forty hour assignment position.

## **ARTICLE 22 OVERTIME**

1. Unit Members who are assigned to be on duty beyond their scheduled work shift shall be compensated for such assigned work at one and one-half (1 ½) times their regular rate after the first seven (7) minutes of assigned and worked overtime calculated to the nearest quarter hour. Non-Shift work will be paid in accordance with number 5 of this article.

2. Allocations and opportunities for overtime shall be discussed in the Labor/Management Process.

3. The City and the Fire 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.

A. Employees can only work overtime with the advance authorization of the Fire Chief or his designee.

B. Overtime will not be paid twice for the same hours worked.

4. Partials greater than eight (8) hours will be constant staffed.

5. Any Member working any special event, fire watch, or any event other than their regular shift work or attending any required training will be paid overtime at their regular salary based on a 40 hour work week. Holdovers, partials and call backs are considered a normal fifty six (56) hour work week and will be paid 1 ½ times their regular rate based on a fifty six (56) hour work week.

6. All overtime for a forty hour assignment captain will be based on a forty hour work week, including shift work.

### **ARTICLE 23 TUITION REIMBURSEMENT**

Members will receive tuition reimbursement up to a maximum of \$5,000 within any calendar year as long as they are a full-time employee. Tuition Reimbursement includes the cost of tuition, required textbooks, supplies and related fees. The City of Tempe Tuition Reimbursement Policy Guidelines and Section 127 of the IRS Tax Code will dictate the requirements for receiving Tuition Reimbursement.

### **ARTICLE 24 UNIFORM, CLOTHING AND EQUIPMENT ALLOWANCES**

Each year Members will receive an allowance of \$525.00 for purchase of uniforms, in accordance with Department policy. All Members will be required to meet Department uniform/dress code standards.

### **ARTICLE 25 VACATION LEAVE**

1. Employees on a fifty-six (56-hour) work schedule will accrue vacation in accordance with the following schedule.

|  |                       |
|--|-----------------------|
| 0 to completion of 5 years                           | 11.2 hours per month  |
| After completion of 5 years, but less than 10 years  | 14.0 hours per month  |
| After completion of 10 years, but less than 15 years | 16.8 hours per month  |
| After completion of 15 years, but less than 20 years | 20.54 hours per month |
| After completion of 20 years                         | 22.4 hours per month  |

Maximum accrual for fifty-six (56-hour) employees shall be 440 hours.

For vacation leave accrual, years of service will be considered accredited service with the Arizona Public Safety Personnel Retirement System (PSPRS).

2. To the extent permitted by current and future IRS and/or PSRS rulings, and all federal, state and local laws, Unit Members may sell up to forty (40) hours of vacation leave in excess of one hundred and fifty (150) hours for those employees working a forty (40) hour workweek or two hundred and ten (210) hours for those employees working a fifty-six (56) hour workweek. This benefit shall not exceed a total of forty (40) hours and may be sold as follows: twenty (20) hours on the last paycheck in November and/or May of the MOU year. No employee shall be permitted to sell back accrued vacation leave if the member has less than one hundred fifty (150) hours of vacation leave for a forty- (40) hour member and two hundred ten (210) for a fifty-six (56) hour member.
3. Any member with 17 years or more in PSPRS who reaches 440 hours of vacation leave will qualify for primary performance pay. Any member with 20 years or more in PSPRS who reaches 440 hours of vacation leave will qualify for secondary performance pay. The member must elect the performance pay option. When receiving performance pay the member's vacation leave accrual will cease. A member may receive performance pay for vacation leave one time for no more than six consecutive years.
4. A member's vacation accrual after reaching 20 years of service in the PSPRS becomes unlimited after utilizing item 3 of this Article.
5. Upon separation of employment unit members are cashed out at 100% of all vacation hours.

Any implementation of this Article shall be consistent with all federal, state and local laws.

## **ARTICLE 26 LABOR MANAGEMENT COMMITTEE**

1. There shall be a Labor Management Committee consisting of City employees: four (4) representatives of the Union and four (4) representatives of the Fire Department. The purpose of the Committee is to facilitate positive labor-management relationships by providing a forum for the free discussion of mutual concerns and problems, which may include discussion of the implementation of major, new department programs or substantial modifications of existing major department programs that will have a significant impact on service delivery, work schedules, or duties.
2. The Committee shall meet quarterly at mutually scheduled times, and at any other mutually scheduled time.

**ARTICLE 27  
DIVERSITY RECRUITMENT**

It is the goal of the City, the Fire Department, and the Union to increase the recruitment of qualified, diverse individuals within the Tempe Fire Department. The City shall distribute to the United Phoenix Firefighters checks for \$15,000 in July of 2016, 2017 and 2018 to be used solely for diversity recruitment purposes.

The contracts for the above services and performance standards shall be approved by the City Manager.

**ARTICLE 28  
PROCEDURE FOR ALLEGED BREACH OF MOU**

To further enhance and outline the City of Tempe's Claim of Breach Process, the following steps will be used for Section 2-426, J1-3.

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

1. First, with the objective of resolving the alleged breach, discuss the alleged breach directly with the immediate supervisor outside the designated employee group. If the alleged breach is not resolved with ten (10) days, a written allegation of the alleged breach may be filed with the immediate supervisor, with a copy to the Deputy Human Resources Manager. To be considered, the alleged breach must be submitted within 45 days after the alleging party first became aware of or recognized as a potential breach, and contain, at a minimum, the specific contractual provision(s) of this Memorandum of Understanding that is/are alleged to have been violated with facts constituting the alleged violation(s) and relief sought.

2. If, after ten (10) days from the date that the alleged breach was filed with the immediate supervisor, the alleged breach is not resolved, the alleged breach may be filed with the Fire Chief. The Fire Chief or his designee shall schedule a meeting in an attempt to resolve the alleged breach no later than ten (10) days following receipt of the written alleged breach. Each party shall be entitled to bring documents and/or witnesses (at the expense of the Party bringing the witness(es) to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine the witness(es) brought by the other party.

3. The Fire Chief or Assistant Fire Chief will have ten (10) days to render a decision. If the alleged breach is not resolved with the Fire Chief's decision, the alleged breach will be submitted to the City Manager.

4. The City Manager has the right to require fact-finding or mediation to resolve the alleged breach. The City Manager shall submit a written response within ten (10) days following:

- A. The receipt of the written alleged breach, or
- B. The written decision of the mediator or fact-finder.

5. If the Parties are still unable to resolve the matter after the City Manager's review, then all written or relevant materials shall be submitted for resolution to the Mayor and Council within ten (10) days of receipt of the City Manager's written response. The decision of the Mayor and Council shall be consistent with the City Charter, and final and binding upon the Parties and employees.

6. The Parties can mutually waive all time frames listed above.

7. The City Manager, in consultation with the Union President, shall determine the selection process, the format of the meeting, the sharing of costs, and any other issue(s) that may result in utilizing the services of a mediator or fact-finder.

Definitions:

"Days," for purposes of this article, shall mean Monday through Friday, not including holidays observed by the City.

**ARTICLE 29  
COMPLETE AGREEMENT**

The Parties agree that this is the complete and only agreement between the Parties once approved by the City Council. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this agreement. No additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement of the Parties. This Agreement replaces any and all previous agreements between the Parties.

**ARTICLE 30  
TERM AND EFFECT**

This Memorandum shall become effective July 1, 2016, and remain in full force and effect until June 30, 2019, in accordance with the provisions of Tempe City Code section 2-400 et seq. This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions. Only by mutual consent of both parties may this agreement be reopened.

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

**IN WITNESS WHEREOF**, the Parties have set their hands this

\_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF TEMPE, a municipality**

\_\_\_\_\_  
Andrew B. Ching, City Manager

\_\_\_\_\_  
Firefighters' Unit Representative

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Judith R. Baumann, City Attorney