

MEMORANDUM OF UNDERSTANDING

JULY 1, 2022 – JUNE 30, 2024

CITY OF CHANDLER

AND

UNITED PHOENIX FIREFIGHTERS

ASSOCIATION

IAFF

LOCAL 493

CHANDLER CHAPTER

REPRESENTING

CHANDLER FIREFIGHTERS, ENGINEERS, AND CAPTAINS

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PREAMBLE

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

Whereas the parties hereby acknowledge that the provisions of this Memorandum of Understanding (hereinafter "Memorandum") are not intended to abrogate the authority and responsibility of the City government provided for under the statutes of the State of Arizona or the charter or ordinances of the City; and

Whereas the parties, through their designated representatives, met and conferred in good faith pursuant to the Meet and Confer Ordinance in order to reach agreement concerning wages, hours, benefits, and other conditions of employment in the bargaining unit; and

Now therefore, the City of Chandler, hereinafter referred to as the "City" and IAFF Local 493 Chandler Chapter, hereinafter referred to as the "Employee Organization," having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit the Memorandum to the Mayor and the City Council of the City of Chandler with their joint recommendation that the body resolve to adopt its terms.

ARTICLE 1: RIGHTS

Section 1 – 1: Purpose/Gender

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

Whenever any words used herein are in the masculine, feminine, or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply.

Section 1 – 2: City and Management Rights

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

- A. The City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services. The authority of the City shall not be modified or limited by inference or implication.
- B. The exclusive rights of the City shall include, but not be limited to:
 - The right to determine the organization of City government, the purpose of each of its departments, and the purpose and mission of its constituent agencies, boards, and commissions.
 - Set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations.
 - Establish rules and practices governing the conduct of unit members, to direct and supervise its unit members and their work, to take disciplinary action, to relieve its unit members from duty because of lack of work, or for other legitimate reasons.

- Determine whether goods and or services shall be made, purchased, or contracted for.
 - Determine the methods, means, and personnel by which the City's services are to be provided, including the right to schedule, and assign work and overtime, to hire, transfer and reassign unit members and to otherwise act in the interests of efficient service to the community.
 - The City reserves the right to establish and revise work schedules and work locations; to establish, revise and implement standards for hiring and promoting unit members; to determine the need for additional positions and the qualifications of new unit members and to determine the qualifications for and/or the qualifications of unit members considered for transfer and/or promotion; to evaluate and judge the skill, ability, and efficiency and general work performance of unit members.
 - Adopt and manage its budget, provide for the funding of certain levels of service, to add, delete, modify, or suspend certain programs, functions, divisions, and departments as the City Council in the exercise of its legislative authority to create and manage the City's budget and to determine whatever action to be necessary and appropriate.
 - Take all necessary actions to maintain uninterrupted service to the community.
- C. The City retains all rights not specifically limited by a Memorandum of Understanding approved in accordance with the provisions of the Meet and Confer Ordinance.
- D. The enumeration of the above rights is illustrative only and is not to be construed as being all-inclusive.

Section 1 – 3: Employee Organization Rights

- A. It is understood by the parties that the benefits granted by this Article shall not be interpreted or applied as requiring the employer to count as time worked, any hours, or fractions of hours spent outside the unit member's work shift in pursuit of benefits provided by this Article.
- B. The Employee Organization, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all unit members in the Firefighter's Unit as certified by the Chandler Meet and Confer Ordinance, Chandler City Code § 2-13, as amended.
- C. During the term of the Memorandum of Understanding, Employee Organization officials will be released from duty with full pay when directed by the City to participate in a meeting with the City and/or City representatives.

- D. The Employee Organization will be allowed one (1) hour to meet with new Firefighter recruits to explain the rights and benefits under the Memorandum. During the presentation, the Employee Organization will avoid the dissemination of information that is political in nature and will not discuss information that is abusive of any person or organization or disruptive of the department's operations.
- E. Employee Organization representatives shall be released from duty with full pay to provide unit member representation in a grievance hearing or disciplinary meeting with a unit member.
- F. The Employee Organization, through its designated representative, may distribute materials on the City premises (building and grounds) only before and after scheduled departmental activities designated by the Fire Chief. Activities will not in any manner interfere with the efficient and economical operations of the Department, or adversely impact the level of emergency service or support services.

G. Association Vacation Bank

- 1) Approval for use of paid time hereunder shall be subject to departmental operational and scheduling factors. When using such paid time, designated representatives shall give at least twenty-four (24) hours advance notice.
- 2) Each dues-paying Association members working a 24-day work period will contribute four (4) hours accrued vacation leave to be placed in an Association Vacation Bank. Each dues-paying Association member working a 40-hour work week staff assignment will contribute 2.85 hours accrued vacation leave to be placed in an Association Vacation Bank. An Association member's revocation of authority for the deduction of dues simultaneously revokes the authority for the annual deductions of vacation hours.

Revocation of such authority applies prospectively only. Non-dues paying members working a 24-day work period may elect to annually contribute four (4) hours, 40-hour work week staff assignment members may elect to annually contribute 2.85 hours of accrued vacation to the Association Vacation Bank.

The following conditions shall apply to the donation of vacation hours to the Association vacation bank:

- a. Authorization for the deduction of accrued vacation hours from dues-paying Association members is included with the member's authorization

for the deduction of dues and may be revoked as set forth under Section 1-3(I)(2).

- b. For voluntary donations of hours by non-dues-paying members, the Association shall supply the City with an Association Vacation Bank Authorization Form, which includes the name and signature of the unit member and the number of hours of vacation donated by the unit member into the Association Vacation Bank.
 - c. The City shall withdraw the bank hours from members' vacation balances in the first full pay period after the first week of July.
 - d. For voluntary donations of hours by non-dues paying members, the executed Association Vacation Bank Authorization Form provides the unit member's authorization for vacation hours to be withdrawn from the unit member's vacation balance in the first full pay period following July 10th each year.
 - i. A unit member may revoke their authorization for the donation of vacation hours by submitting a written revocation to the IAFF President who will forward it to Human Resources no later than the first week of July. The revocation shall apply prospectively to the vacation donation scheduled to take place in in the first full pay period following July 10th each year.
 - ii. An individual who hires or transfers into an IAFF represented position after July 10th, and who executes a Payroll Dues Deduction Authorization or Association Vacation Bank Authorization Form, may elect at that time to have the vacation hours withdrawn from their vacation balance: (i) in the first full pay period after receipt of the Authorization Form by the City, or (ii) in the first full pay period following July 10th of the following year. A new unit member who elects to have vacation hours withdrawn before July, will have additional hours withdrawn in July.
 - iii. The Association Vacation Bank Authorization of a unit member shall be automatically revoked when the individual is no longer in a position covered by this MOU. The revocation shall apply only prospectively to the vacation donation scheduled to take place in July.
- 3) Human Resources shall keep a record of all time donated and used.

- 4) Any unused donated hours in the Association Vacation Bank may be carried over from one fiscal year to the next.

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

H. Payroll Deduction

- 1) The City shall deduct yearly from all twenty-six (26) checks of Employee Organization members, the regular periodic Employee Organization membership dues pursuant to the City's deduction authorization form duly completed and signed by the unit member and transmit such deductions monthly to the Employee Organization no later than the fourteenth (14) day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all unit members for whom deductions have been made. Such deduction shall be made only when the Employee Organization member's earning for a pay period, are sufficient after other legally required deductions are made.
- 2) Authorization for membership dues deduction herein under shall remain in effect during the term hereof unless revoked in writing by the unit member. The City shall accept revocation of deductions only during the first week of January and July of the term of this Memorandum to be effective the following payroll period. The City will notify the Employee Organization of any revocations submitted to it.
- 3) The City shall not make dues deductions for unit members on behalf of any other non-designated Employee Organization (as defined in the Meet and Confer Ordinance) during the term of this Memorandum.
- 4) It is agreed that the City assumes no liability on account of any actions taken pursuant to this section. The City will; however, as promptly as technically possible, implement changes brought to its attention.
- 5) The Chandler Chapter President has the ability to increase or decrease the amount of the standard membership dues one time each year for the members of the Employee Organization, in accordance with UPFFA L-493 by-laws, without obtaining the signature of each member of the Employee Organization, provided costs for implementing such changes shall be

reimbursed by the Employee Organization at actual cost incurred by the City.

- 6) City shall furnish to Employee Organization on request, at actual cost, a listing of Employee Organization members on City payroll deduction in July and January during the term of this Memorandum indicating name, mailing address, and job assignment. The Employee Organization agrees to use this list solely for purposes of communicating with unit members and will not share this information with other individuals or organizations.

I. Facilities and Services

- 1) The City shall provide the Employee Organization with space for bulletin boards for its use in communicating with its members at mutually agreeable locations.

The City shall grant sole and exclusive use of such bulletin boards to the Employee Organization. Bulletin boards shall not exceed four feet wide by three feet tall (4' x 3') in size.

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

J. Recognition

The City recognizes the Employee Organization as the sole and exclusive Meet and Confer agent, pursuant to the Meet and Confer Ordinance for the purpose of representation regarding wages, hours, benefits, and other conditions of employment for all regular full-time non-probationary unit members in the bargaining unit. Employee Organization shall have no rights beyond those specified in the Meet and Confer Ordinance and this Memorandum.

Section 1 - 4: Unit Member Rights

- A. Eligible City employees have the right to be represented by an Employee Organization and to have a member of the Employee Organization present during the disciplinary process. The disciplinary process does not apply to an interview of

a unit member during the normal course of work, counseling, instruction, informal verbal admonishment, or other routine or unplanned contact with a supervisor.

- B. All unit members shall have the right to join or not to join the Employee Organization as they individually prefer. Unit members have the right to participate on behalf of or engage in activities on behalf of an Employee Organization and have the right to refrain from such activity. Unit members shall be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against Employee Organizations. Violations will necessitate disciplinary action.
- C. An exclusive Employee Organization must equally and fairly represent all employees in the unit.
- D. All unit members shall have the right to present their own grievance.
- E. An employee subject to suspension, demotion or dismissal shall be entitled, upon appeal, to the Disciplinary Review Group process outlined in Personnel Rule 5 – Disciplinary & Appeal Procedures, Section 7. For purposes of Rule 5, Section 7.A.2., the Association President or designee shall replace the member of the Employee Council on the Disciplinary Review Group

The IAFF Association President or designee may not serve on a disciplinary review group if they have a direct connection with the matter being reviewed or has any real or perceived conflict of interest. If the IAFF President elects to use a designee, the designee must be at the rank of Captain or be an elected member of the IAFF bargaining group. The person will be mutually agreed upon between the Human Resources Director and the IAFF President. If mutual agreement cannot be reached, the appointment will revert back to the Personnel Rule and will be a member of Employee Council. The grounds for discipline and types of discipline imposed are not grievable matters under this MOU.

Section 1 – 5: Prohibition of Strike and Lockouts

- A. The Employee Organization and the unit members covered by this Memorandum recognize and agree that rendering of services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety, and welfare of the citizens of the City of Chandler.
- B. The Employee Organization pledges to maintain unimpaired municipal services as directed by the City. Neither the Employee Organization, nor any unit member, for

any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum, neither the City nor its agents for any reason shall authorize, institute, aid, or promote a lockout of unit members covered by this Memorandum.

- C. Should any unit member during the term of this Memorandum, and until such time that it is expressly and legally rescinded breach the obligations of Section 1-5B, the City Manager or his designee shall immediately notify the Employee Organization that a prohibited action is in progress.
- D. The Employee Organization shall forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and shall notify in writing all Employee Organization members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification shall be delivered to the Office of the City Manager. In addition, the Employee Organization shall order all unit members violating this Article to immediately return to work and cease the strike or other prohibited activity. Such order shall be delivered both orally and in writing to all unit members violating this Article with copies of the written order to be delivered to the Office of the City Manager.
- E. Penalties or sanctions the City may assess against a unit member who violates this Section shall include, but not be limited to:
 - 1) Discipline up to and including discharge.
 - 2) Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.
- F. Should the Employee Organization during the term of this Memorandum and until such time that it is expressly and legally rescinded, breach its obligations under this Section, it is agreed that all penalties set forth in the City Charter, shall be imposed on the Employee Organization, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.
- G. Nothing contained herein shall preclude the City from obtaining judicial restraint or from seeking damages from the Employee Organization, in the event of a violation of this Section.

ARTICLE 2: GRIEVANCE/ARBITRATION/LABOR MANAGEMENT

Section 2 – 1: Grievance Procedure

- A. The grievance procedures set forth in Personnel Rule 18 - Grievance Procedures shall apply to any grievance brought by a unit member or the Employee Organization alleging violation(s) of the express terms of this Memorandum for which there is no Merit System Board appeal or other specific method of review under state or city law.
- B. Any proposed changes to Personnel Rule 18 - Grievance Procedures will be provided to the Employee Organization President in a redline format and, if requested by the Employee Organization, a labor-management meeting shall be scheduled prior to submission of the proposed change to the City Council for approval. The meeting shall be scheduled within a reasonable amount of time so as not to unduly delay the process.
- C. In the event the City Manager takes unilateral action that is inconsistent with an express term or condition of this Memorandum and the effect of such action adversely affects the wages, benefits, or working conditions of a majority of unit members directly affected by the action, the Employee Organization may bring an Organization Grievance on behalf of all members using the grievance procedures under Personnel Rule 18. If the Organization Grievance is not resolved at the supervisor or department level, the City Manager shall refer the Organization Grievance, brought under the limited circumstances described herein, to a neutral third party who is not a current or former official or employee of the City. The City Manager may elect to exercise his sole discretion to bypass the supervisor's and department's review of the Organization Grievance and refer the Organization Grievance directly to a neutral third party.
- D. The parties or their designated representatives, shall agree on a neutral third party. If they are unable to agree on a neutral third party within a reasonable time, the City shall provide a list of seven (7) individuals who have experience as a hearing officer or mediator with the public sector in Arizona. The parties shall, within five (5) workdays of the receipt of said list, select the neutral third party by alternately striking names from said list until one name remains. Such person shall then become the neutral third party. The neutral third party 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 neutral third party shall be bound by the language of the Memorandum and departmental rules and regulations consistent therewith in considering any issue properly before them.
- ii. The neutral third party shall expressly confine themselves to the precise issue submitted and shall have no authority to consider any other issue not so submitted.
- iii. The neutral third party shall be bound by applicable state and city law.
- iv. The neutral third party shall submit findings and recommendations to the Employee Organization and to the City Manager. The cost of the neutral third party and any other mutually incurred costs shall be borne equally by the parties.
- v. The City Manager shall, within ten (10) workdays of the receipt of the written findings and recommendations, make the final, non-appealable determination of the Organization Grievance and submit it in writing to the Employee Organization.

Section 2 - 2: Labor-Management Committee and Relationship by Objectives (RBO)

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

Labor-Management Committee

- A. There shall be a Labor-Management Committee consisting of two (2) representatives of the Employee Organization and two (2) representatives of the City and the City's HR Director or designee who shall be the Chairperson. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for free and informal discussion of mutual concerns and problems regarding the MOU.
- B. The Committee shall meet, when necessary, at mutually agreed upon time.

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

Relationship by Objectives (RBO) Committee

- A. A steering committee shall be established consisting of the Fire Chief, Assistant Chiefs, the Employee Organization President, and each elected trustee of the Employee Organization. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for free and informal discussion of mutual concerns and problems.
- B. The steering committee shall meet at mutually agreeable times and places at least quarterly or sooner if requested by either party. The quarterly meeting may be cancelled or rescheduled if no discussion items exist and only by mutual agreement.
- C. The purpose of the RBO committee is to enhance service delivery and address public safety-related issues. The RBO process is done through the facilitation and open discussion of mutual concerns and problems which may include implementation or modification of department programs and items that may impact service delivery or working conditions.
- D. The RBO Committee shall meet annually at a mutually agreed upon time and location. The committee shall consist of the following members: the Fire Chief, Assistant Chiefs, Battalion Chiefs, the Employee Organization President, and all elected members of the Employee Organization (trustees and stewards). An agenda will be developed and mutually agreed on by the steering committee.
- E. During the RBO process, if the representative of the Employee Organization is a unit member, such representative shall not lose pay or benefits for the RBO meetings that are scheduled during duty time.

ARTICLE 3: COMPENSATION AND WAGES

Section 3 – 1: Wages

A. Pay Schedule

- 1) Engineer salary range shall start at five percent (5%) over a top of the range Firefighter.

- 2) Captain salary range shall start at five percent (5%) over a top of the range Engineer.
- 3) Unit members assigned as Paramedics shall receive compensation of fifteen percent (15%) of base Firefighter.
- 4) Unit members assigned as Special Operations shall receive compensation of seven and one-half percent (7.5%) of base Firefighter.
- 5) Unit members, eligible for Bilingual Pay in accordance with the City's Bilingual Pay Policy Program, shall continue to receive a pay incentive of one thousand, two hundred dollars (\$1,200) annually (paid in 26 equal installments) for proficiency at least at an "Intermediate high" level or six hundred dollars (\$600) annually (paid in 26 equal installments) for proficiency at least at an "Intermediate low" level.

B. Merit

For each fiscal year of the agreement, the City will fund a five percent (5%) merit increase for eligible members, effective on the first day of the pay period in which the date of the employee's current job classification falls, until the unit member is at the top of the pay range. The merit increase shall not cause the unit member's pay to exceed the top of the pay range in any fiscal year.

C. Longevity Pay

In recognition of continuous service and overall performance, the City agrees to provide the following longevity pay for eligible unit members:

- 1) A unit member that meets the qualifications specified in this article shall receive a longevity payment of two and one-half percent (2.5%) of their base rate of pay, or base rate plus assignment pay, paid in one (1) installment during the pay period of the unit member's date of classification. The payment is not compensation for the purposes of PSPRS.
- 2) Qualifications:
 - a. A Firefighter, Fire Engineer, or Fire Captain will become eligible to receive the longevity payment upon completion of eight (8) years as a Chandler Fire Department sworn member or the year after reaching the top of range at their rank, whichever is sooner.

- b. A unit member must have achieved the performance rating of “meets expectations” or better in each overall job standard category on their latest scheduled performance evaluation on file in the Human Resources Department.

In a fiscal year that merits are not funded, longevity pay will be paid in accordance with Section 3-1 (C).

D. Market Comparison

In Fiscal Year 22/23, wage increases are to be determined as follows:

- 1) For the purposes of this section, “Market Comparison” means the following:
 - a. The maximum annualized base wages for an individual Firefighter at the top of the pay range (i.e., max. hourly rate x 2,919.94 or equivalent);
 - b. The annual amount paid by the City in deferred compensation, or equivalent, to a Firefighter at the top of the pay range;
 - c. The annual amount contributed by the City towards the Retirement Health Savings Plan (RHSP) and the Fire Health Trust Plan or equivalent, for an individual Firefighter at the top of the pay range; and
 - d. The annual amount received as longevity pay, or equivalent, by an individual Firefighter at the top of the Firefighter pay range.
- 2) Human Resources will finalize a Compensation Survey no later than August 1st of each year that compares the Market Comparison for eight (8) cities: Chandler, Gilbert, Glendale, Mesa, Peoria, Phoenix, Scottsdale, and Tempe (“the Surveyed Cities”) based on JIMS data and/or verification from the Surveyed Cities’ HR Departments. At the conclusion of the Compensation Survey, the eight (8) cities shall be ranked in numerical order based on Market Comparison with the highest being ranked as number one (1) and the lowest ranked as number eight (8).

Human Resources shall determine the rank of the City of Chandler in comparison to the ranking of the seven other cities. If the City of Chandler’s Market Comparison is ranked at or above the third (3rd) position in the rankings, no wage adjustments shall be made.

If the City of Chandler's Market Comparison is ranked below the Market Comparison of the third (3rd) highest city in the rankings, the top of the Chandler Firefighter pay scale shall be adjusted by the percentage required for Chandler's Market Comparison to be equal to the midpoint between the Market Comparison of the second (2nd) and third (3rd) highest cities.

The maximum salaries for the positions of Fire Engineer and Fire Captain shall be adjusted by the same percentage increase as the increase to the Chandler Firefighter Market Comparison. Fire Engineer and Fire Captain salary ranges will be adjusted in accordance with Section 3-1(A) of this Memorandum.

Any time an adjustment is made to the maximum salary for Firefighter position pursuant to this section, the minimum salary for the position shall be adjusted by the same percentage increase as the increase to the maximum salary. Rates of pay for all unit members shall be adjusted by the same percentage increase as the increase to the maximum salary as calculated under this Section.

Any wage increase associated with a pay range adjustment shall become effective on the first day of the next full pay period after the survey data has been accepted and signed by the Association. In the event that the annual salary survey results in the Chandler Firefighter maximum salary being ranked above the third (3rd) position, Chandler pay ranges will not be decreased.

In Fiscal Year 23/24, upon completion of the City of Chandler 2022 Classification and Compensation Study, if the City adopts a pay philosophy that would result in a greater pay increase for unit members than the methodology set forth in this MOU, this philosophy will be incorporated into the MOU and applied to the August 2023 survey.

Section 3 – 2: Overtime

- A. A regularly recurring 24-day FLSA work period shall be established and will apply to unit members assigned to Operations and employed in fire protection activities (excluding those on a 40 hour per week staff assignments).
- B. The parties understand that the FLSA work period and the pay period do not coincide. They anticipate that the hours worked each 24-day work period will be stable, but the hours worked in each pay period will fluctuate. Unit members' preference is to have their pay be as consistent as possible each pay period.

Accordingly, unit members covered by the 24-day work period shall receive a fixed bi-weekly "salary" equivalent to one hundred twelve point three one (112.31) hours at the member's regular rate of pay. The fixed salary is intended to compensate each unit member for all hours worked during each 24-day work period. If a member does not work all of their scheduled duty hours during the pay period, the time scheduled but not worked shall be deducted from the member's available banks of accrued leave or compensatory time, as appropriate.

- C. Unit members shall receive additional overtime premium at the rate of one-half (1/2) of the unit member's regular rate of pay for all time worked in accordance with the established work schedule in excess of one hundred eighty-two (182) hours during each 24-day work period ("Scheduled FLSA Overtime"). Members are paid an overtime premium of one-half (1/2) the regular rate of pay for working the Scheduled FLSA Overtime hours because members have already received compensation for the hours at the straight time hourly rate under the fixed salary described under B, above, and 29 C.F.R. § 778.114.
- D. Unit members will be paid their overtime premium for Scheduled FLSA Overtime worked in each 24-day work period in the paycheck associated with the end of that 24-day work period.
- E. Unit members who are assigned to be and are on duty beyond their scheduled standard work shifts shall be compensated for such additional assigned overtime work at one and one-half times (1.5x) their regular rate of pay ("Additional Overtime"). Unit members on either the 24-day work period or the standard 40-hour workweek shall be compensated after the first seven (7) minutes of assigned and worked additional overtime calculated to the nearest one-quarter (1/4) hour. Unit members will be paid for additional overtime in the paycheck associated with the pay period in which the additional overtime was worked.
- F. Paid vacation, paid sick leave, paid military leave, paid jury duty, paid bereavement leave, holiday leave, and safety day leave shall be counted as hours worked for credit toward overtime calculations.

Section 3 – 3: Call Back Pay

- A. Call back time shall be at a minimum of one (1) hour at one and one-half times (1.5x) the unit member's base rate of pay after the first seven (7) minutes calculated to the nearest one-quarter (1/4) hour.

Section 3 – 4: Day Positions

- A. Authorized Staff Assignments for Fire Captains

- 1) Unit members assigned by the Fire Chief to staff assignments in authorized staff positions (40 hours) will be entitled to five percent (5%) assignment pay if such assignment is to exceed two (2) consecutive pay periods and shall continue to receive such assignment pay for the duration of such assignment.
- 2) Unit members assigned to an authorized 40-hour staff assignment and who are receiving assignment pay in their regular assignment shall be eligible for Paramedic assignment pay and/or Special Operations assignment pay depending on the assignment.
- 3) Unit members assigned to an authorized 40-hour staff assignment will receive FLSA overtime.
- 4) Unit members assigned to an authorized 40-hour staff assignment will receive holiday pay, holiday time off, and/or holiday accrual hours in accordance with Article 5, Section 6.

B. Light Duty Assignments

- 1) Unit members assigned to light duty, as a result of a work-related injury, shall continue to receive FLSA overtime for the duration of their light duty assignment, irrespective of their actual work hours.
- 2) Unit members granted a light duty assignment, as a result of a non-work-related illness or injury, will receive FLSA overtime.
- 3) Unit members on light duty who are receiving assignment pay in their regular assignment shall be eligible for Paramedic assignment pay and/or Special Operations assignment pay depending on the assignment.
- 4) Unit members on light duty will receive holiday pay, holiday time off, and/or holiday accrual hours in accordance with Article 5, Section 6.

C. Emergency Response Assignments

- 1) Emergency Response Assignments are defined as any authorized 40-hour position that may be dispatched as part of their duty assignment.
- 2) Unit members assigned to an authorized 40-hour emergency response assignment are eligible for Paramedic assignment pay and/or Special Operations assignment pay depending on assignment.

- 3) Unit members assigned to an authorized 40-hour emergency response assignment will receive FLSA overtime.
- 4) Unit members assigned to an authorized 40-hour emergency response assignment will receive holiday pay, holiday time off, and/or holiday accrual hours in accordance with Article 5, Section 6.

Section 3 – 5: Working Out-of-Classification

- A. Unit members assigned to work out of classification for two (2) pay periods shall be paid in accordance with Personnel Rule 3, Section 5 (Temporary Detail).
- B. Unit members who are assigned to work as a move up Engineer, move up Captain, or move up Battalion Chief shall be assigned an out of class assignment pay if the assignment is for four (4) hours or greater.
- C. Move up Engineer assignment pay shall be five percent (5%) of the top of range Firefighter base salary. (Engineer base – top of range Firefighter pay = Engineer move up pay).
- D. Move up Captain assignment pay shall be five percent (5%) of the top of range Engineer base salary. (Captain base – top of range Engineer = Captain move up pay).
- E. Move up Battalion Chief assignment pay shall be five percent (5%) of the top of range Captain base salary.

Section 3 – 6: Deferred Compensation

The City shall make a deferred compensation contribution as follows up to the I.R.S annual contribution limit:

<u>Employee Contribution</u>	<u>City Contribution</u>
At least twenty-five dollars (\$25) but less than fifty dollars (\$50) per pay period	One percent (1%) biweekly gross pay per pay period
At least fifty dollars (\$50) but less than seventy-five dollars (\$75) per pay period	Two percent (2%) biweekly gross pay per pay period
Seventy-five dollars (\$75) or more per pay period	Three percent (3%) biweekly gross pay per pay period

ARTICLE 4: HOURS OF WORK / WORKING CONDITIONS

Section 4 – 1: Hours of Work

A. For unit members assigned to Operations and employed in fire protection activities (excluding those on 40 hour per week staff assignments):

- 1) Duty shifts shall continue to be twenty-four (24) consecutive hours in duration. Each duty shift shall commence at 0800 hours and continue until 0759 hours the following day.
- 2) The standard duty schedule shall consist of two (2) consecutive 24-hour shifts (48 hours) on duty followed by four (4) consecutive 24-hour shifts (96 hours) off duty ("48/96 work schedule"). Unit members on the 48/96 work schedule work an average of fifty-six (56) hours per week or one hundred twelve point three one (112.31) hours per two (2) week pay period. The 48/96 work schedule results in ten (10) hours of scheduled overtime per 24-day work period. Changes to a unit member's duty schedule are within the discretion of the Fire Chief or designee.

The work hours and schedule of unit members assigned to the 40-hour schedules shall be at the discretion of the Fire Chief.

ARTICLE 5: BENEFITS

The City recognizes the Employee Organization's right to explore and exercise the option for its covered membership to leave all or part of the City's health benefit plan, which includes medical, dental, and vision coverage.

If the Employee Organization elects to leave all or part of the City's health benefit plan, the Employee Organization must notify the City in writing of its intent to leave the health plan by June 30th to exit the plan on January of the next year.

The Employee Organization recognizes that if this option is exercised, there may or may not be an impact that affects members covered by the City's current plan.

In order to facilitate a responsible and reasonable transition, the City and the Employee Organization agree to engage in discussions in labor management at the request of either party at mutually agreeable dates, times, and locations.

Items for discussion include, but are not limited to, the following:

- Timeframes associated with notification by the Employee Organization to the City to execute an exit from the plan.
- Timeframes associated with necessary reports, documentation, and/or information required to facilitate the exit.
- System impacts.
- Financial arrangements associated with the Employee Organization's exit from the plan.
- Impacts to the City's plan and premiums if the option is exercised as well as strategies to minimize the possible impacts.
- The option and parameters to explore leaving the City's life insurance plan.

Upon consensus, both parties will mutually agree to add an addendum to the existing MOU to document the agreement that results from the Labor-Management process.

Section 5 – 1: Health Insurance

The City will pay a minimum of eighty percent (80%) and the employee will pay a maximum of twenty percent (20%) of the cost of the monthly premium of the City's medical insurance benefit.

Section 5 – 2: Dental Insurance

For the term of this Memorandum, the City will pay one hundred percent (100%) of the City-sponsored dental insurance premium for employee only coverage; seventy percent (70%) for employee plus one (1), and fifty percent (50%) for employee plus two (2) coverage.

Section 5 – 3: Health Insurance Trust Fund

- A. The City will contribute twenty-five dollars (\$25) per unit member, per pay period, into a fund for the purpose of providing retiree health care benefits and other benefits as the trustees of the fund may determine. This contribution will be matched by a twenty-five dollars (\$25) per pay period contribution to the same fund by each unit member.

- B. The trust fund shall be managed and administered in accordance with the terms of the Amended and Restated Agreement and Declaration of Trust for the Chandler Fire Fighters Employee Benefit Trust Fund (the "Trust Agreement"), as agreed upon by both parties.

Section 5 – 4: Life Insurance

- A.) The City provides a basic life insurance policy which provides a benefit to the designated beneficiary(s) of fifty thousand dollars (\$50,000) or an amount equal to an employee's annual salary up to two hundred thousand dollars (\$200,000) whichever is higher, in the event of an employee's death.
- B.) The City provides an Accidental Death and Dismemberment (AD&D) policy which provides a benefit to the designated beneficiary(s) of fifty thousand dollars (\$50,000) or an amount equal to an employee's annual salary up to two hundred thousand dollars (\$200,000), whichever is higher, in the event of an employee's death due to an accident or injury (on or off the job). The AD&D policy also pays benefits if the employee loses a limb, their sight, hearing, or speech in an accident.

If an employee should die from an accident while they are commuting to or from work or traveling on City business this plan would pay their beneficiary(s) two hundred thousand dollars (\$200,000). It also includes an additional twenty thousand dollars (\$20,000) benefit if the employee was wearing a seat belt.

*Note: Actual plan documents supersede plan summaries.

Section 5 – 5: Short- and Long-Term Disability Insurance

- A. If an employee's illness or injury prevents them from working, this plan helps replace lost income. Provided an employee is a regular employee, and meets the qualifications of the plan, they would receive sixty-six and two-thirds percent (66 2/3%) of their pay. The benefit begins on the later of the sixtieth (60th) day of disability or when all sick time has been exhausted. Benefits run through the one hundred eightieth (180th) day of disability.
- B. If an employee's illness or injury prevents them from working beyond one hundred eighty (180) days, this plan helps replace lost income. An employee would receive sixty-six and two-thirds percent (66 2/3%) of their pay until they are no longer disabled or eligible to retire, whichever occurs first.

*Note: Actual plan documents supersede plan summaries.

Section 5 – 6: Holidays

A. The City observes the holidays listed below during the calendar year. Holiday hours will be paid at the unit member's regular rate of pay.

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

B. Unit members shall receive holiday pay, holiday time off, and/or holiday accrual hours for each holiday listed in Section 5-6 (A) as outlined in Table 1 of Article 5, Section 6 (D), with the exception of the Personal Holiday.

All unit members will receive payment for the Personal Holiday during the first pay period that pays in January each year. No unit members will receive holiday time off for the Personal Holiday.

C. Table 1: Holiday Pay, Holiday Time Off, and Holiday Accrual Hours

Assignment	Holiday Off	Holiday Pay	Holiday Accrual
24-Day Work Period	Varies by schedule	11.2	2.8
40-Hour Emergency Response	Varies by schedule	7.98	2.0
Day Staff Assignment	8-Hour Holiday off	7.98	2.0
Light Duty-On the Job Injury/Illness	8-Hour Holiday off	7.98	2.0
Light Duty-Off the Job Injury/Illness	8-Hour Holiday off	N/A	2.0

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

Section 5 – 7: Vacation

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

40 Hour Work Week

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

24-Day Work Period

Years of Service	Hours
0-4 Years	6.60
5-9 Years	7.86
10-14 Years	9.12
15-19 Years	10.39
20+ Years	11.65

- B. Vacation credits shall not be allowed to accumulate in excess of three hundred thirty-six (336) hours for a unit member on a 24-day work period.
- C. Vacation credits shall not be allowed to accumulate in excess of two hundred forty (240) hours for a unit member on a 40-hour work week.
- D. Unit members assigned to a 24-day work period who have a minimum of three hundred, thirty-six (336) hours or unit members assigned to a seven (7) day, 40 hour work week who have a minimum of two hundred forty (240) hours or more of accrued and unused leave time, including Vacation, Safety Day or Holiday accrual hours, at the time of initial request and who have attained a minimum of seventeen (17) years of City service may elect to have the additional vacation leave that they earn paid to them on a bi-weekly basis for the upcoming three (3) consecutive years. Once the unit member elects to exercise this benefit, it must continue for the full three (3) consecutive years. A unit member may draw down the current three hundred thirty-six or two hundred forty (336/240) hour balance. The vacation leave payout under this section is not compensation for purposes of

PSPRS for those members entering the program on or after July 1, 2016. Unit members in the program prior to July 1, 2016, will be governed under the past MOU for purposes of compensation.

- 1) The payment begins the following pay period after receipt of the election form in Human Resources and continues for the upcoming three (3) consecutive years.
 - 2) The unit member may stop the election anytime during the three (3) year period; however, the unit member forfeits the remainder of that election period.
 - 3) Unit member's election of this benefit shall be limited to one (1), three (3) year election period even if the unit member's election of the benefit was made under a previous MOU.
- E. Once per Fiscal Year, bargaining unit members assigned to a 40-hour work week shall be permitted to cash in up to fifty-two (52) hours of vacation time and unit members assigned to a 24-day work period shall be permitted to cash in up to seventy-two (72) hours of vacation time to be paid at the unit member's base rate of pay.

Section 5 – 8: Uniforms

- A. Unit members will receive a six hundred seventy-five dollars (\$675) uniform allowance per year. The uniform allowance will be in the form of a credit at the Fire Department's designated uniform vendor. Seventy-five dollars (\$75) of the uniform allowance may be utilized for approved safety equipment at the unit member's discretion.
- B. Unit members' uniform allowance shall receive BAF (Base Adjustment Factor) each year. BAF shall not be given when City Official designate no adjustment for entire City.
- C. At the end of the City's fiscal year, the unused portion of the member's uniform allowance shall be deposited by the City into the Firefighters Insurance Benefit Trust Fund. By mutual agreement of the Fire Chief and the Union, the deposit may be waived in any year and the unused portion would then stay in the Fire Department's budget.

Section 5 – 9: Sick Leave

- A. Every full-time unit member shall be credited three point seven (3.7) hours (40-hour work week) or five point one eight (5.18) hours (24-day work period) for each completed pay period. Sick leave shall accrue with no maximum.
- B. Unit members assigned to a 24-day work period who have a minimum of one thousand, four hundred (1,400) hours or unit members assigned to a seven (7) day, 40 hour work week who have a minimum of one thousand (1,000) hours or more of accrued and unused sick leave at the time of initial request and who have attained a minimum of seventeen (17) years of City service may elect to have the additional sick leave they earn to be paid to them on a bi-weekly basis for the upcoming three (3) consecutive years. Once the unit member elects to exercise this benefit, it must continue for the full three (3) consecutive year period. After electing to receive this benefit, the unit member may draw down the current one thousand, four hundred or one thousand (1,400/1,000) hour balance. The sick leave payout under this section is not compensation for the purposes of PSPRS for those members entering the program on or after July 1, 2016. Unit members in the program prior to July 1, 2016, will be governed under the past MOU for purposes of compensation.
 - 1) The payment begins the following pay period after receipt of the election form in Human Resources and continues for the upcoming three (3) consecutive years.
 - 2) The unit member may stop the election anytime during the three (3) year period; however, the unit member forfeits the remainder of that election period.
 - 3) Unit member's election of this benefit shall be limited to one (1), three (3) year election period even if the unit member's election of the benefit was made under a previous MOU.
- C. Upon completion of one (1) year of employment and annually thereafter, unit members assigned to a 24-day work period who have used fewer than fifty-six (56) hours of sick leave (excluding sick leave industrial) or unit members assigned to a seven (7) day, 40 hour work week who have used fewer than forty (40) hours of sick leave (excluding sick leave industrial) during the year preceding their anniversary date of employment may choose to convert thirty-three point six (33.6) hours of sick leave (24-day work period) or twenty-four (24) hours of sick leave (7 day, 40 hour week) to vacation or have thirty-three point six (33.6) hours of sick leave (24-day work period) or twenty-four (24)

hours (7 day, 40 hour week) deposited into their RHSP. Elections must be made within the pay period in which the employee's anniversary date occurs.

Section 5 – 9A: Payment of Sick Leave at Retirement or Death

- A. A regular full-time or part-time unit member who retires from City employment through a City-affiliated retirement system or is approved for long-term disability benefits within one hundred eighty (180) days of separation and is eligible to retire at separation, shall be compensated for all accrued sick leave at the rate of fifty percent (50%) of the accrued sick leave hours at the unit member's current base rate to be deposited into the unit member's City sponsored RHSP.
- B. The beneficiaries of a unit member who dies prior to retirement shall receive compensation for all accrued sick leave at the rate of fifty percent (50%) of the accrued sick leave hours at the unit member's current base rate and shall receive compensation for Years of Service Pay as established by the City Manager for each of the twelve (12) month year of City of Chandler service prorated for any partial year.
- C. The beneficiaries of a unit member who dies in the line of duty shall receive compensation for all accrued sick leave at the rate of one hundred percent (100%) of the accrued sick leave hours at the unit member's current base rate and shall receive compensation for Years of Service Pay as established by the City Manager for each of the twelve (12) month year of City of Chandler service prorated for any partial year.

Section 5 – 10: Retirement Health Savings Plan

During the term of this Memorandum, the City will continue its Citywide RHSP for all regular, benefited employees. In Fiscal Year 22/23, if a retiring employee has five (5) or more years of service, a contribution of eight-hundred-dollars (\$800) per twelve (12) months of City of Chandler service, pro-rated for any partial year, will be contributed into the employee's RHSP in accordance with Administrative Regulation CM-57. In Fiscal Year 23/24, the contribution amount will increase to nine-hundred-dollar (\$900) per twelve (12) month year of City of Chandler service, pro-rated for any partial year.

Section 5 – 11: Tuition Reimbursement

- A. The City will assist regular unit members in their pursuit of additional formal education from an institution in areas related to a City career field. A City policy

and procedure shall be established by which tuition reimbursement will be administered and which will reimburse unit members.

- B. Any unit member who has successfully completed at least six (6) months of the initial probationary period and is eligible for vacation benefits is eligible for consideration of tuition reimbursements.
- C. The current reimbursement allowed per tax calendar year for a regular full-time employee is a total of five thousand dollars (\$5,000). The current reimbursement allowed per tax calendar year for a regular part-time employee is a total of three thousand, two hundred dollars (\$3,200). The date of reimbursement will determine the tax year to which the cost will be allocated. If the employee completes courses which exceed the maximum allowable reimbursement the employee shall be responsible for payment of the balance.

Section 5 – 12: Bereavement Leave

- A. Family Death: When a member of an employee's immediate family dies, the employee shall be granted a special leave with pay, not chargeable against any leave credits, for a period not to exceed three (3) workdays. Two (2) additional days of special leave with pay may be granted if the employee must travel out of state.

The Department Director shall approve this special leave with pay. If additional leave is needed, the employee must use vacation credits or take leave without pay.

- B. Death of Co-worker: Special leave of absence with pay may be granted by the City Manager to allow co-workers to attend memorial/funeral services allowing sufficient local travel time to and from service site. Such leave is not to be charged to any of the employee's accrued leave or compensatory time.

Section 5 – 13: Employee Assistance Plan (EAP)

- A. This Plan allows unit members and their family members up to ten (10) free visits per year per separate condition to meet with an EAP counselor.

ARTICLE 6: MISCELLANEOUS

Section 6 – 1: Saving Clause

- A. If any Article or Section of this Memorandum should be held invalid by operation of law or by final judgment of any tribunal of competent jurisdiction, or if

compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them, shall meet and confer and endeavor to agree on a substitution provision or that such a substitute provision is not indicated.

- B. It is recognized by the parties that this Memorandum shall be administered in compliance with appropriate provisions of the Fair Labor Standards Act as may be amended.

Section 6 – 2: Copies of Memorandum

- A. Within sixty-days (60) of the date that this Memorandum is adopted by the City Council, the Local will arrange for printing of jointly approved copies of it for furnishing one to every unit member, unit supervisor and to management personnel. The cost of such duplication and distribution will be paid for equally by the Employee Organization and the City.

Section 6 – 3: Term and Effect of Memorandum

- A. This Memorandum shall remain in full force and effect beginning July 1, 2022, through June 30, 2024, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than September 1, 2023, of its request(s) to modify or terminate it.
- B. Except as expressly provided in this Memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.
- C. If any section or provision of this Memorandum violates existing federal, state, or city law, then such law shall supersede such provisions or section.
- D. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Employee Organization having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.
- E. This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions.

F. The City's rules and regulations, administrative directives, departmental rules and regulations, and workplace practices shall govern employee relations unless there is a specific conflict with a Memorandum of Understanding approved by the City Council pursuant to the Meet and Confer Ordinance. Where a specific conflict exists, the Memorandum of Understanding shall govern.

G. A Memorandum of Understanding cannot contradict the Meet and Confer Ordinance.

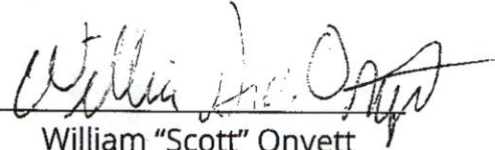
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this

_____ day of _____, 2022.

City of Chandler

Employee Organization
Representative

By: _____
Mayor

By: 
William "Scott" Onyett

Attest: _____
City Clerk

Approved to form:

(SEAL)

City Attorney 

ATTEST: _____