

PROPOSED FIRE MOU AMENDMENTS

Below are the proposed amendments to Article II: Overtime and Article 13: Paid and Unpaid Leave (paragraphs 8 and 10) to the Fire MOU.

ARTICLE 11: OVERTIME

- 1) All overtime will be paid in accordance with the regulations of the Fair Labor Standards Act (FLSA). Personnel classified as exempt under the FLSA are not eligible for overtime. Overtime shall be worked and shall be allowed if assigned by the Fire Chief or his designee. Employees assigned to a 48/96 shift schedule: overtime will be calculated and paid at one and one-half (1.5) times the Member's regular rate of pay for all hours worked in excess of ~~one hundred thirty six (136) hours in an eighteen (18) day work period.~~ **53 hours in a 7-day work period.** Employees assigned to a 40-hour schedule: overtime will be calculated and paid at one and one-half (1.5) times the Member's regular rate of pay for all hours worked in excess of forty (40) hours in a seven (7) day work period.
- 2) Except as otherwise provided in Article 13, Paid and Unpaid Leave, below, hours worked shall not include paid annual leave (vacation) compensatory time, sick leave, bereavement, holiday leave pay, Association business leave, and/or any other comparable hours (including non-disciplinary administrative leave time) during which the Member is not performing services for the City.
- 3) In the event the State of Arizona or the United States imposes upon the City any additional form of leave, paid or unpaid, for the purpose of family or child assistance, such leave shall not be considered as time worked for purposes of the regularly scheduled work week.

ARTICLE 13: PAID AND UNPAID LEAVE (paragraph 8, 10)

8) Limited Alternate Assignment (Off duty injuries)

- a) The City may, at its sole discretion, provide limited alternate assignments for Members who are unable to perform the essential functions of their positions, with or without reasonable accommodations, due to temporary injuries or illness, physical or mental, that are not covered by Worker's Compensation.
- b) The limited alternate assignment (for off-duty injuries/illness) will not exceed a period of sixty (60) calendar days, unless to do so would be in the best interest of the City. Any extension of the sixty (60) calendar days will be with the recommendation of the Fire Chief and require approval of the City Manager.

- c) Actual hours worked on light duty related to an off-duty injury will count as 1.4 hours worked for purposes of achieving the Fair Labor Standards Act (FLSA) ~~18-day 7-day eyele work period~~ overtime. Actual hours worked in excess of ~~144~~ 53 hours in an ~~18-day 7-day eyele work period~~ will be paid at overtime rates.

10) Limited Use of Accrued Leave as Hours Worked

- a) Accrued vacation leave, ~~and other leave counted as hours worked~~, shall be counted as hours worked for purposes of calculating ~~FLSA~~ overtime when a Member missed a regularly scheduled shift(s) ~~due to vacation, illness, or injury~~, but only in an amount needed to bring a Member's total hours worked for a work period to ~~one hundred forty-four (144) hours~~ 72 hours, when scheduled to work three twenty-four hour shifts in the 7-day work period or 48 hours, when scheduled to work two twenty-four hour shifts in the 7-day work period.
- b) ~~Sick leave shall never be counted as hours worked~~. Sick leave may be used when a Member missed a regularly scheduled shift(s) but only in an amount needed to bring a Member's total hours worked for a work period to 72 hours when scheduled to work three twenty-four hour shifts in the 7-day work period or 48 hours, when scheduled to work two twenty-four hour shifts in the 7-day work period. Sick leave will be paid as straight time.
- e) ~~Vacation hours that increase a member's hours for a work period above one hundred forty four (144) hours shall not be counted as hours worked and shall be paid at straight time.~~
- c) A Member who has taken time off that would be covered under sick leave may, at the Member's option, request the use of vacation time instead of sick leave. ~~in order to bring the Member's total hours worked for the work period to one hundred forty four (144) hours~~
- i. Example A: **A Member is scheduled to work three twenty-four hour shifts in the 7-day work period**. The member takes 24 hours of vacation during a work period and does not work any additional time other than the Member's regularly scheduled time. The Members hours worked without the vacation time would be ~~120 hours~~ 48hours. The entire 24 hours of vacation shall be considered hours worked so the Member's total hours worked for purposes of calculating overtime for the work period will be ~~144 hours~~ 72 hours. This Member would be paid ~~136 hours~~ 53 hours at straight time and ~~8 hours~~ 19 hours at time and one-half.

A member is scheduled to work two twenty-four hour shifts in the 7-day work period. The member takes 24 hours of vacation during the 7-day work period and does not work any additional time other than the Member's regularly scheduled time. The Member's hours worked without the vacation time would be 24 hours. The entire 24 hours of vacation shall be considered hours worked. This member would be paid 48 hours at straight time and 0 hours at time and one-half.

- ii. Example B: **A Member is scheduled to work three twenty-four hour shifts in the 7-day work period.** A Member takes ~~12~~ 24 hours off for vacation, but also works ~~30 extra hours~~ 24 extra hours beyond the Member's 48 (~~72 scheduled – 24 vacation~~) ~~regularly scheduled time~~ hours worked in the 7-day work period. Since this Member will have ~~162 actual hours~~ 72 actual hours worked in the work period none of the vacation leave time is needed to bring the total hours worked up to ~~144 hours~~ 72 hours. Therefore, none of the ~~12~~ 24 hours of vacation leave ~~will be counted as hours worked for purposes of calculating overtime~~ will be processed. This Member would be paid ~~132 hours~~ 53 hours worked at straight time, ~~12 hours vacation at straight time~~ 0 hours vacation, and ~~26 hours~~ 19 hours as overtime at time and one half. (~~132 hours worked plus the additional 30 hours worked equals 162 actual hours worked. Subtracting the FLSA hours (136) for an 18-day work period leaves 26 hours to be paid at time and one half and the 12 hours of vacation to be paid at straight time.~~)

A Member is scheduled to work two twenty-four hour shifts in the 7-day work period. A Member takes 24 hours off for vacation, but also works 24 extra hours beyond the Member's 24 (48 scheduled – 24 vacation) hours worked in the 7-day work period. Since this Member will have 48 actual hours worked in the work period none of the vacation leave time is needed to bring the total hours worked up to 48 hours. Therefore, none of the 24 hours of vacation leave will be processed. This Member would be paid 48 hours worked at straight time, 0 hours vacation, and 0 hours as overtime at time and one half.

Example C: **A Member is scheduled to work three twenty-four hour shifts in the 7-day pay work period.** A Member takes 48 hours of vacation, but also works 24 hours outside the Member' regularly schedule time. This Member will ~~only~~ have ~~120 hours~~ 48 hours of actual hours worked in the work period. Therefore, 24 hours of the vacation hours will be counted as hours worked in order to bring the total hours worked for this work period to ~~144 hours~~ 72 hours. The remaining 24 hours of vacation time will not be ~~considered processed. hours used worked for purposes of calculating overtime.~~ This Member will have a total of ~~168 hours reported (120)~~ 48 hours actual worked and ~~48-24 hours~~ vacation), ~~8~~ 19 hours ~~of which~~ will be paid at time and one half and ~~160-53~~ hours paid at straight time. [~~The overtime is the difference between the 144 hours worked (120) actual hours worked plus 24 hours vacation time to bring hours worked to 144 hours), less the FLSA hours (136) for an 18-day work period. The remaining 160 hours are paid at straight time.~~]

A Member is scheduled to work two twenty-four hour shifts in the 7-day work period: A Member takes 48 hours of vacation, but also works 24 hours outside the Member' regularly schedule time. This Member will have 24 hours of actual hours worked in the work period. Therefore, 24 hours of the vacation hours will be counted as hours worked in order to bring the total hours worked for this work period to 48 hours. The remaining 24 hours of vacation time will not be

processed. This Member will have a total of 48 hours actual worked, 0 hours will be paid at time and one half and 48 hours paid at straight time.

- ii. Example D: **A Member is scheduled to work three twenty-four hour shifts in the 7-day work period.** A Member becomes ill during ~~a shift~~ the work period and leaves after working only 18 hours. This Member has ~~30~~ 54 hours (~~48~~72-hour ~~shift work period~~ less 18 hours worked) that qualify for use of sick leave. If the Member uses sick leave and does not work any other time outside the Member's regularly scheduled time, the Member will be paid ~~144 hours~~ 72 hours at straight time (~~144 hours~~ 18 hours worked plus ~~30~~ 54 hours sick leave). However, if the Member requests to charge vacation leave rather than sick leave for the ~~30~~ 54 hours, the Member would be paid 53 hours at straight time and 19 hours at time and one-half.

A Member is scheduled to work two twenty-four hour shifts in the 7-day work period. A Member becomes ill during the work period and leaves after working only 18 hours. This Member has 30 hours (48-hour work period less 18 hours worked) that qualify for use of sick leave. If the Member uses sick leave and does not work any other time outside the Member's regularly scheduled time, the Member will be paid 48 hours at straight time (18 hours worked plus 30 hours sick leave). If the Member requests to charge vacation leave rather than sick leave for the 30 hours, the Member would be paid 48 hours at straight time (18 hours worked plus 30 hours sick leave).