

# MEMORANDUM OF UNDERSTANDING

JULY 1, 2021 THROUGH JUNE 30, 2023  
(FY2022 and FY2023)



**CITY OF GOODYEAR**

**AND**



**UNITED GOODYEAR FIREFIGHTERS  
LOCAL 4005  
REPRESENTING  
GOODYEAR FIREFIGHTERS**

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## **PREAMBLE**

WHEREAS, the parties, through their designated representatives, met and conferred in good faith in order to reach agreement concerning wages, hours, and working conditions of members comprising the United Goodyear Firefighters (the "Union"); 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 Goodyear and/or the City's Administrative Policies and Guidelines;

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 Goodyear with their joint recommendation that the Council resolve to adopt its terms and provisions.

## **ARTICLE 1: Rights**

### **Section 1-1. Gender**

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

### **Section 1-2. Union Dues**

A. The City will deduct bi-weekly an amount for the purpose of Union Dues up to and including the following, Union Political Action Committee (PAC) dues and the Member Services Hardship Fund and Retirement Gift Fund. The Union leadership will be responsible for advising the City in writing of changes in dues. Dues will be deducted from members who have a form on file authorizing the City to deduct Union Dues. Deductions will be transmitted to the Union on a bi-weekly pay period basis. The City will, at the written request of the Union, make changes in the amount of the deduction hereunder during the term of this Memorandum of Understanding (MOU). The City assumes no liability on account of any action taken pursuant to this paragraph.

1. In the event of any change in Union authorized deductions, it is the responsibility of the Union to provide that change with an effective date in writing to Human Resources.
  - a. Members must provide an authorization form that initiates or terminates the deduction of dues.
  - b. Ongoing changes to existing member deductions can be changed by written authorization from Union leadership. Requests for changes in the deduction amount will include the member name, effective date, and amount.
  - c. Submitted changes will be processed on the next available pay period.
  - d. The Union will hold harmless the city of Goodyear and all its representatives with any claims associated with the deduction of dues.

## **ARTICLE 2: Grievance and Mediation**

### **Section 2-1. Definition of Grievance**

A "grievance" is a written allegation by a member or Union representative, submitted as herein specified, claiming specific violation(s) of the express terms of this MOU for which there is no Civil Service or other specific method of review provided by State or City law. For grievances on conditions not identified within this MOU, the City grievance procedures, as outlined in City policy, shall be used after attempted reconciliation through the Pre-grievance Resolution Process. The parties may, by mutual agreement, extend any of the time periods established in this MOU or City Guideline.

### **Section 2-2. Grievance Procedures**

A grievance may be submitted, by an individual or their Union representative, identifying a condition that impacts them personally, or by a Union representative on issues that impact a group of people or a situation that exists outside the purview of the Fire Chief.

A "Grievant's Representative" is defined as a member of the Union currently employed by the City.

A member filing a grievance, has the right to request Union representation.

- A. The Union representative has the ability to speak on behalf of the member. The Union representative is further entitled to:
  - 1. Ask questions related to the matters under discussion at the meeting that will help the member tell their story.
  - 2. Make relevant remarks concerning such matters.
  - 3. State the Union's position on the matters discussed.
- B. Management retains the right to:
  - 1. Establish the rules of procedure for any grievance process as necessary and where undefined within the MOU. This includes but is not limited to:
    - a. Establishing topics of discussion.
    - b. Establishing rules of conduct such as time limits on presentations, discussions, request for written responses rather than a face-to-face meeting.

### **Section 2-3. Pre-Grievance Resolution Process**

- A. It is the responsibility of the member who believes that they have a legitimate complaint concerning their working conditions to promptly inform and discuss it with their immediate supervisor in order to, in a good faith endeavor, clarify the matter expeditiously and informally at the employee-immediate supervisor level. It is the responsibility of the immediate supervisor to ensure communication through the appropriate chain-of-command, to allow for resolution of the issue at the lowest possible level. If these informal steps do not resolve the issue, then the issue will be inserted into the pre-grievance advisory resolution process described below.

1. Notification is made to the resolution workgroup in writing.
  - a. This workgroup shall consist of a Union Representative and a Deputy Chief.
    - i. This workgroup is meant to be an advisory group to place the issue in the appropriate Organizational Collaborative Process (OCP) subcommittee or in the case that an issue does not fit within the purview of the established OCP subcommittees, they can insert the issue directly into the OCP Leadership Team.
  - b. It is the responsibility of the Deputy Chief to notify the Human Resources Business Partner (HRBP) of the issue.
2. The issue will work through the established OCP flow path, ending with the Executive Committee of the OCP.
  - a. The Fire Chief will provide the Executive Committee with a written response within seven (7) business days from the date of the Executive Committee Meeting.
- B. In instances of the Union representative filing the grievance (on behalf of a group of members), the Union representative will work with the Fire Chief to determine the appropriate place to begin the informal resolution process.
- C. If the Pre-grievance Resolution Process does not resolve the issue to the member's or Union representative's satisfaction, and if the complaint constitutes a grievance, the member or the Union has the right to file a formal grievance with the Fire Chief within twelve (12) calendar days.
  1. If related to issues outside the MOU, (i.e. city policies or department policies) the city's grievance guideline will be followed by submitting the written grievance to the Fire Chief, who will within three (3) business days submit the grievance and the findings of the pre-grievance process directly to the Deputy City Manager. This submission represents the last level of the chain of command within the Fire Department under step 2 of City Administration Guideline #830.
    - a. It is the responsibility of the Fire Chief to notify the HRBP, the grievant and the grievant's representative, of the date of submission.

## **Section 2-4. Formal Resolution**

- A. **Time Limits:** Failure of departmental representatives to comply with time limits specified throughout the grievance process shall entitle the grievant to appeal to the next level of review. Failure of the grievant to comply with said time limits shall constitute abandonment of the grievance. Parties to the grievance may, by mutual agreement, extend the time limits.

Procedure in processing a formal grievance, the following procedure shall apply:

### **Step 1**

- A. The grievant, their representative, or the Union on behalf of a group of members shall submit the findings of the Pre-grievance Resolution Process to the Fire Chief within twelve (12) calendar days within receipt of the final determination of the Pre-grievance Resolution Process.

- B. Within three (3) business days of having received the written grievance; the Fire Chief shall submit the written grievance and the findings of the pre-grievance process to the Deputy City Manager, the HRBP, and notify the grievant and the grievant's representative, of the date of submission.

## **Step 2**

- A. Within five (5) business days of having received the written grievance, the Deputy City Manager shall hold a meeting to review the written grievance with the grievant and their Union representative. This meeting may be cancelled by mutual agreement. The Deputy City Manager has an additional five (5) business days to gather information, if necessary, to deliver the written response to the grievant, Union representative, and the Fire Chief. This is the final step for grievances initiated by the Union. If no resolution is reached, then the Union can submit their request to go to mediation.

## **Section 2-5. Mediation Procedures**

If mediation is the option chosen, then Department management and the grievant, or their designated representatives shall agree on a mediator. If they are unable to agree on a mediator within five (5) business days, either party may request the Federal Mediation and Conciliation Service to submit to them a list of five (5) mediators who have had experience in the public sector. The parties shall, within five (5) business days of the receipt of said list, select the mediator by alternately striking names from said list until one name remains. Such person shall then become the mediator. The mediator 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:

- A. The mediator shall neither add to, nor detract from/modify the language of the MOU or of Department rules and regulations in considering any issue properly before them.
- B. The mediator shall expressly confine themselves to the precise issues submitted to them and shall have no authority to consider any other issue not so submitted to them.
- C. The mediator shall be bound by applicable State and City law.
- D. The mediator shall within fifteen (15) days from the close of the mediation hearing submit their findings and advisory recommendations to the grievant and the City Manager, or their designated representatives.
  - 1. If an extension of time is required, both parties must agree.
- E. The costs of the mediator and any other mutually incurred costs shall be borne equally by the City and the Union.
- F. In advance of the mediation meetings, the mediator will establish the rules of the proceedings.

## **Step 3**

- A. The City Manager shall, within ten (10) business days of the receipt of the mediator's written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and his/her designated representative.
- B. It is understood by the parties that the benefits granted within this grievance process shall not be interpreted or applied as requiring the employer to count as time worked any hours

or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Section. The grievant attending meetings scheduled by the City will be compensated consistent with the MOU for the duration of the meeting(s) only.

### **ARTICLE 3: Organizational Collaborative Process (OCP)**

#### **Section 3-1. OCP Executive Committee**

- A. There shall be an OCP Executive Committee that consists of two (2) co-chairs: the Fire Chief and the President of the Union, four (4) senior advisors: the Deputy Fire Chiefs and the Principal Officers of the Executive Board of the Union. The meeting shall be held monthly and at other mutually agreed upon times as deemed necessary.

#### **Section 3-2. OCP Committees and Subcommittees**

- A. There shall be OCP Committees and subcommittees empaneled. The creation and purview of each committee shall be determined through consensus of the OCP Executive Committee. The purpose of these committees is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of new fire department programs and/or substantial modifications of existing fire department programs that will have an impact on work schedules or duties of the members.
- B. The Executive Committee is co-chaired by the Fire Chief and the President of the Union. The Leadership Committee is co-chaired by two (2) Union representatives and two (2) Deputy Fire Chiefs. Each subcommittee shall be co-chaired by one (1) member of management and one (1) Union representative. The management co-chair shall be appointed by the Fire Chief. The Union co-chair shall be appointed by the President of the Union.
- C. The Committees shall meet monthly at mutually scheduled times, and at any other mutually agreed upon times.
- D. The Committee may, if it deems proper, suggest recommendations to the Fire Chief and the City Manager for their consideration and determination.
  - 1. If a determination is made through the OCP that a new program is approved which results in a new assignment or specialty, the compensation for that assignment or specialty will be determined through a market analysis completed by Human Resources and a recommendation from the Union and city management.
- E. The Committees shall review and work together on any changes to Fire Department Operational Policies and/or any of the following but not limited to: promotional examination processes, hiring process, termination process, asset deployment decisions, personnel issues, station bidding processes, special events, and any and all policies as agreed. In case of a split or disagreement between members of the Executive Committee, the Fire Chief will have final decision-making authority.

### **Section 3-3. Union-City Management Forum**

- A. There shall be a Union-City Management Forum consisting of the City Manager, Deputy City Manager, Human Resources Director, the senior staff of the Fire Department, and the Principal Officers of the Union.
- B. The purpose of the Forum is to facilitate improved labor-management relationships by providing a venue for the free discussion of concerns and issues.
- C. The Forum shall meet quarterly at mutually scheduled times, and at any other mutually agreed upon times.
- D. The Chairperson of the Committee shall reside with the Fire Chief. The members shall, in advance of a meeting, provide the Meeting's Chairperson with proposed agenda items, and the Chairperson shall provide the members with the meeting agenda in advance of the meeting.

### **Section 3-4. Attendance at Meetings**

- A. It is the mutually agreed upon intent to conduct meetings as scheduled. Co-chairs and invitees on duty shall be permitted to attend Committee meetings. Attendance by Committee co-chairs shall not disrupt normal Fire Department operations as agreed to by the Operations Deputy Chief and the President of the Union or the designee. The Fire Chief will have final determination.
- B. Committee participation is voluntary, off-duty personnel in attendance are not compensated by the City.

## **ARTICLE 4: Layoffs**

This section shall supersede City Administrative Guideline #360(C) in relation to the layoff of members covered by this MOU. This provision does not apply to employees of the Fire Department who are not subject to this MOU, and the City Manager retains sole authority to implement layoffs and allocate positions subject to layoff throughout the organization.

The City Manager may lay off a member due to shortage of funds, curtailment of work, abolition of position, a material change in duties, or other reasons given by the City Manager. The conditions of a reduction in force (layoff) shall be as follows:

- A. **Notification of Layoff or Pending Layoff:** The City Manager or designee will notify a member of a pending layoff, in writing, at least thirty (30) calendar days prior to the effective date of the layoff.
- B. **Order of Separation:** When determining the order of separation for a layoff, the City Manager will consider the following factors in order of priority:
  - 1. Employment Status: Elimination of part-time and temporary employee positions will be considered prior to laying off full-time regular status members, except to the extent that the City Manager determines they are necessary for seasonal programs, grant funded positions, public safety, or otherwise fill a position deemed critical by the City Manager. The ending of a temporary assignment due to budget constraints is not considered a layoff.

2. Reverse Absolute Seniority: After employment status has been considered, length of service, based on reverse absolute seniority will be used to determine the order of layoffs.
- C. **Layoff Eligibility List**: Names of former regular service employees who were separated from the City service by layoff or reassignment to a lower classification in lieu of layoff shall be placed on the City's layoff eligibility list, unless the City Manager or designee is notified that they are no longer interested in employment with the City.
- D. **Re-employment of Employees on Layoff Eligibility List**: The goal of the City is to reinstate all employees on the Layoff Eligibility List if possible while also providing current regular full-time members the opportunity to compete for other opportunities within the City as vacancies occur.
  1. Each vacancy will be evaluated to determine if the position will be filled. While a Layoff Eligibility List is in existence, approved recruitments will not be filled in accordance with City Administration Guideline #320, but will be filled as follows:
    - a. Laid off members can be re-employed up to eighteen (18) months based on absolute seniority.
    - b. From eighteen (18) to twenty-four (24) months members can be re-employed based on absolute seniority points which will be awarded through an agreed upon labor management interview process.
    - c. External Recruitment: Recruitments will only be advertised externally if the approved vacancy is not filled through the process listed above.
- E. **Status of Re-employed Laid-off Employees**: If a laid off member is re-hired; the member shall return to regular status in the pay grade of the new position. Member starting rates of pay will be determined in accordance with City Policy #200(C)(17).

## **ARTICLE 5: Labor Relations Time**

- A. **Labor Relations Hours**: Hours allotted to conduct bargaining unit business.
- B. **Negotiation Time**: The City will allow city paid time for up to a maximum of five (5) members to be used for participation in negotiations at the negotiation table.
- C. **Representation Time**: Time used by Union representatives, not charged to the Labor Relations bank, for the purposes of representing members in the following circumstances:
  1. Disciplinary issues starting at a letter of instruction
  2. Investigatory processes
  3. Grievances
- D. **Labor Relations Banked Hours**: A bank of donated hours used for Union activities other than those listed above in B and C, excluding political activity. Each calendar year, in the month of January, floating holidays for each member will automatically be donated to the Labor Relations Bank. The labor relations bank will have a soft cap of 2,912 hours and a Deputy Fire Chief will maintain oversight of the bank. Donations of the floating holiday to the bank may exceed 2,912 hours with the donation of the floating holiday. All other donations will be suspended if the bank exceeds 2,912 hours due to the floating holiday donation. Members

of the Union may also donate their vacation hours to this bank throughout the calendar year. The Union will be responsible for communicating with members regarding donations.

1. Vacation Donation Parameters:

- a. Donating members must maintain a minimum of twenty-four (24) hours in their personal vacation account at the time of vacation hour donation.
- b. Unit members donating vacation must have used or are scheduled to use at least forty-eight (48) hours of vacation in the current calendar year.

2. Vacancies will be backfilled in accordance with Constant Staffing Policy.

Where possible, the City will grant access to the Union to manage the Labor Relations Bank. If access is not possible, Human Resources will provide updates of hours available in the bank five (5) to ten (10) business days prior to the donation period opening.

## ARTICLE 6: Wages and Compensation

- A. **Effective Dates:** All wages and compensation increases will be effective the first pay period including July 1<sup>st</sup>. Respectively, June 27, 2021 and June 26, 2022.
- B. **Base Pay Rate:** The rate of pay identified in the wage table, which denotes the members pay without specialty pay, assignment pay, or any other incentives.
- C. **Regular Rate of Pay:** The rate of pay identified in the wage table plus specialty pay and assignment pay.

### Section 6-1. Base Pay

- A. **FY2022, Year 1:** A market adjustment of 2.5% will be applied to the salary schedule. Eligible members, with the exception of members at the maximum of their salary range, will receive their scheduled step increase (See Appendix "A" for detail).
- B. **FY2023, Year 2:** A market adjustment of 1.5% will be applied to the salary schedule. Eligible members, with the exception of members at the maximum of their salary range, will receive their scheduled step increase (See Appendix "A" for detail).

### Section 6-2. Holiday Compensation

- A. Members who are scheduled to work a City holiday (actual Holiday on the calendar at the start of shift on the holiday to the end of shift on the following day, not the day observed by the City if different) will receive one and one-half (1½) times their regular rate of pay for actual hours worked in addition to holiday pay.
  1. New Year's Day
  2. Martin Luther King Day
  3. President's Day
  4. Memorial Day
  5. Independence Day
  6. Labor Day
  7. Veteran's Day
  8. Thanksgiving Day
  9. Friday after Thanksgiving Day
  10. Christmas Day

### **Section 6-3. Hours Reduction Day (HRD)**

- A. Each authorized member will receive an Hours Reduction Day (HRD) equal to one (1) shift [twenty-four (24) hours] per fiscal year. Distribution of the programmed one (1) day off [twenty-four (24) hour shift] will be assigned in July and December through the OCP Deployment Sub-committee.
- B. To be eligible, the member must be in an authorized fifty-six (56) hour hourly position.
  - 1. The intent is to provide one (1) twenty-four (24) hour HRD per authorized fifty-six (56) hour position.
  - 2. Members who are assigned to a fifty-six (56) hour position no later than the first day of the first full pay period in July will qualify for an HRD in that fiscal year. Fifty-six (56) hour members on light duty, training assignments, or special assignments will qualify.
- C. Hours Reduction Days will not rollover, cannot be traded, nor can the benefit be used in part (all twenty-four (24) hours must be used at once). Members cannot work for the city of Goodyear on their HRD. HRD's are subject to the Catastrophic Staffing Plan.

### **Section 6-4. Hours Worked**

- A. Members authorized to work in excess of their regularly scheduled shift will receive overtime in the amount of one and one-half times (1½) their regular rate of pay. All leave categories, with the exception of off-duty industrial injury appointments, compensatory time leave, and administrative leave shall be counted as hours worked for the purposes of calculating overtime.

### **Section 6-5. Two Hour Minimum**

- A. Members will receive a minimum of two (2) hours pay when called in or for working a special event.

### **Section 6-6. Acting Out-of-Class Pay**

- A. Members will be paid for temporarily working out of his/her assigned classification for anytime worked. Members shall receive Acting Pay as follows: 5% increases will be paid for firefighter to engineer, engineer to captain, and captain to BC; a 10% increase will be paid for firefighter to captain.
- B. Members must follow department policy to qualify for and maintain their ability to receive Acting Out-of-Class Pay.

### **Section 6-7. Special Events**

- A. **Special Event:** A mass gathering of people approved for EMS, hazardous materials, or fire suppression duty that is outside the normal fire department operational roster. This does not include wildland fire staffing, training, or meetings scheduled on members day off. These approved events require support in excess of frontline apparatus and occur in the city of Goodyear or other approved regional locations.

- B. For all time worked in special events or as a training instructor, the forty (40) hour rate of pay will be applied. Any supplemental apparatus designated to be employed on the normal operational roster in an effort to mitigate surges and expand capacity will not qualify.

#### **Section 6-8. Deferred Compensation Contribution**

- A. **FY2022, Year 1:** The City shall provide a deferred compensation contribution of 1.5% of the member's gross pay per pay period to Unit Member's Nationwide 457 Plan. Members must contribute a minimum of 1.25% of their gross pay per pay period to be eligible for the City contribution.
- B. **FY2023, Year 2:** The City shall provide a deferred compensation contribution of 2.0% of the member's gross pay per pay period to Unit Member's Nationwide 457 Plan. Members must contribute a minimum of 1.25% of their gross pay per pay period to be eligible for the City contribution.

#### **Section 6-9. Specialty Pay**

- A. Members shall receive specific Specialty Pay for successfully completing all of the required training and securing the following appropriate state or national certifications to utilize this training.
- B. All Specialty Pay items listed below are counted as wages for the purpose of calculating a member's regular rate of pay for overtime purposes.
  - 1. Hazardous Material Technician (HAZMAT): When a member secures the proper certification and is authorized as a Hazardous Material Technician the member's wages shall be supplemented by payment of an additional hourly wage of \$1.15 per hour for Year 1 and increased to \$1.16 per hour for Year 2. The process by which a member becomes an authorized technician and the number/make-up of technicians shall be codified in Fire Department SOP for the term of the MOU. Any excesses in rank before July 1, 2021 will be grandfathered in to HAZMAT specialty pay and will be managed internally through attrition.
    - a. HAZMAT Legacy Pay: When members promote off the team they will go to step 2 of the new rank, which accounts for the value of the HAZMAT specialty pay being relinquished. The only exception will be if a member is in a long-term (12 months or greater) acting position in the role they are being promoted into, in which case the member will go to step 3 of the new rank.
      - i. In addition, the member will receive HAZMAT legacy pay of an hourly wage of \$0.30 per hour in lieu of ongoing HAZMAT Technician specialty pay. Members that promote off of the team will be placed on a HAZMAT legacy list by order of seniority in rank.
      - ii. When a vacancy on the team opens for that rank, the member with the most seniority in rank on the legacy list will be offered that slot on the team first. If that member opts to decline this position, they will forfeit their position and pay on the legacy list and will no longer have standing as a HAZMAT Technician with the Goodyear Fire Department.

2. Paramedic Certification: When a member secures the proper certification and is authorized necessary as a Paramedic the member's wages shall be supplemented by payment of an additional hourly wage of \$2.50 per hour for Year 1 and increased to \$2.55 per hour for Year 2. The process by which a member becomes an authorized Paramedic and the number/make-up of Paramedics shall be codified in Fire Department SOP for the term of the MOU.
3. Paramedic Preceptor: When a member is qualified and is performing the duties of a Paramedic Preceptor, the member's wages shall be supplemented by payment of an additional hourly wage of \$1.10 per hour. Specialty pay for Paramedic Preceptors is only applied when actively performing the duties. There is only one (1) Paramedic Preceptor authorized per student for compensation on an hourly basis.
4. Bi-lingual Pay: Members who are required to speak, interpret, read and write in a language other than English including American Sign Language (ASL) and pass the examination will receive \$0.95 per hour added to their regular rate of pay and members who are required to speak and interpret in a language other than English including American Sign Language (ASL) and pass the examination will receive \$0.55 per hour added to their regular rate of pay.

#### **Section 6-10. Assignment Pay**

- A. Assignment Pay will be paid to members who, due to unique circumstances are assigned work that is being performed on an ongoing basis and is distinctly separate from a member's primary position; or are responsible for the management of specific programs. Members approved for Assignment Pay will receive a 5% increase to their base rate of pay for the period of time the member is performing the special assignment. If the member is at the maximum of the salary range, the salary will be 5% above the maximum of the range during the special assignment. Members serve in special assignments at the discretion of the Fire Chief and the removal of a member from a special assignment is not an adverse employment decision that is subject to grievance and/or appeal.
- B. The process for qualifying for and maintaining the following assignments will be identified in Fire Department SOP. These assignments will receive a 5% increase to the members base hourly rate of pay on a continual basis, while in the assigned role:
  1. Fire Investigators
  2. Threat Liaison Officers (TLO)
  3. HAZMAT Program Manager
  4. EMS Refresher Program Manager

#### **Section 6-11. Standby Pay**

- A. When members are scheduled for Standby and expected to abide by Standby rules as defined by City Policy, they will receive Standby Pay of \$2.00 per hour.
- B. Assignment Pay is not in lieu of Standby Pay.

## **ARTICLE 7: Hours of Work / Working Conditions**

### **Section 7-1. Hours of Work**

- A. The daily work hours and weekly shift schedule of members will be determined by the Fire Chief and will comprise work shifts of 48/96. This will not be a guarantee of any minimum number of hours.
- B. Should the Department discontinue shifts of 48/96 on a member wide basis, the Union and the effected members will be given sixty (60) calendar days written notice prior to taking such action and after the Department has demonstrated to the Union a business related need to eliminate shifts of 48/96 on a member wide basis. The Fire Chief shall retain the final authority regarding changes to shift schedules.

### **Section 7-2. Alternative Work Schedule**

- A. It is the understanding of both the City Manager and members that due to the duties and responsibilities of sworn positions that the need for emergency services in which traditional work schedules and hours may not apply.
- B. The work hours and schedule of members assigned to forty (40) hour assignments and all other members assigned to alternative/specialty assignments shall be at the discretion of the Fire Chief or designee.

## **ARTICLE 8: Alcohol and Drug Testing**

- A. Union members are subject to post accident testing only by reasonable cause due to signs or symptoms of impairment. Any signs of impairment will be observed by the Officer on the scene of the accident. Other drug and alcohol testing will be done in compliance with the Reasonable Suspicion Testing process in City Administrative Guideline #1020.

## **ARTICLE 9: Benefits**

### **Section 9-1. Bereavement Leave**

- A. A member may be authorized to use up to two (2) days (not to exceed 48 hours) of City-paid funeral leave per occurrence to attend the funeral of an immediate family member. Two (2) additional days (not to exceed 48 hours) will be given for funerals requiring out of state travel. The definition of immediate family members is contained in City Administrative Guideline #10.
- B. A member may be authorized to use up to one (1) day (not to exceed 24 hours) of City paid funeral leave per occurrence to attend the funeral of any member of the employee's extended family. This day may only be utilized on the date of burial or memorial service. If additional time is needed, vacation leave may be used to extend funeral leave.

## Section 9-2. Sick Leave Payout upon Termination

- A. Members vested in the Public Safety Personnel Retirement System (PSPRS) with a minimum of ten (10) years of continuous service with the City shall be compensated for accrued sick time up to a maximum of four hundred-eighty (480) hours of accrued sick leave for forty (40) hour work week members and accrued sick time up to a maximum of six hundred-seventy-two (672) hours for fifty-six (56) hour work week members upon termination.
- B. Members who do not meet these eligibility requirements will not receive any sick leave payout at the time of termination, and they forfeit all unused sick time.

## Section 9-3. Off-Duty Industrial Injury Appointments

- A. Members will be permitted to attend off-duty industrial injury appointments on their days off and will be compensated for a maximum of two (2) hours per visit. Members should first make an attempt to schedule these appointments on their regular shift days when applicable and in the best interest of expediting an industrial claim. These hours do not count as hours worked for the purposes of calculating overtime.

## Section 9-4. Uniform Allowance

- A. Members will be paid a uniform allowance of \$250.00 four (4) times a year.
  - 1. Uniform allowance is for Class A, B, and C uniform items as defined in the uniform policy.
  - 2. Upon successful completion of the academy new recruits shall receive their first quarterly Uniform Allowance installment.

## Section 9-5. Longevity Pay

- A. This provision shall supersede Employee Personnel Policy 200(9) regarding longevity pay for members subject to this MOU for the term of this agreement.
- B. The completed years of service will be measured as of December 1<sup>st</sup>. However, the OT calculation will be calculated beginning on November 1 and ending on October 31. Longevity will be paid on the first payroll after December 1 for each year.

| <b>Years of Service</b><br><i>(Completed by Dec. 1)</i> | <b>Dollar Amount</b> | <b>Years of Service</b><br><i>(Completed by Dec. 1)</i> | <b>Dollar Amount</b> |
|---------------------------------------------------------|----------------------|---------------------------------------------------------|----------------------|
| 6                                                       | \$750.00             | 14                                                      | \$1,500.00           |
| 7                                                       | \$750.00             | 15                                                      | \$1,750.00           |
| 8                                                       | \$900.00             | 16                                                      | \$1,750.00           |
| 9                                                       | \$900.00             | 17                                                      | \$1,750.00           |
| 10                                                      | \$1,250.00           | 18                                                      | \$2,000.00           |
| 11                                                      | \$1,250.00           | 19                                                      | \$2,000.00           |
| 12                                                      | \$1,250.00           | 20+                                                     | \$2,400.00           |
| 13                                                      | \$1,500.00           |                                                         |                      |

- C. A member MUST be actively employed at the time longevity checks are issued to be eligible. Payment of longevity pay is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes.
- D. The cost increase of the enhanced longevity will be offset by reducing HAZMAT overtime by moving HAZMAT rovers prior to staffing.

#### Section 9-6. Vacation Cash-in

- A. Members shall be allowed to cash in up to fifty-six (56) hours of accrued vacation leave, one time a year as determined by the City, as long as they maintain a vacation balance of one-hundred twelve (112) hours after the vacation leave is paid out and have taken at least fifty-six (56) hours of vacation leave between November 1 of the preceding calendar year and October 31 of the current calendar year. Payment of vacation cash-in is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes.

*Note\*\* Vacation cash-in pension eligibility is determined by PSPRS Guidelines.*

#### Section 9-7. Vacation Accrual

| Years of Service | Accrual Rate                   |                                |
|------------------|--------------------------------|--------------------------------|
|                  | 56-hr EE Vacation Accrual Rate | 40-hr EE Vacation Accrual Rate |
| 0 < 5            | 6.65                           | 4.75                           |
| 5 < 10           | 7.92                           | 5.6571                         |
| 10 < 15          | 9.12                           | 6.5143                         |
| 15 < 21          | 10.38                          | 7.4143                         |
| 21+              | 10.81                          | 7.7214                         |

#### Section 9-8. Vacation Allotment

- A. The vacation slots available per day will be determined by an annual assessment conducted in August of the year preceding the next calendar year. This assessment will be a calculation of all members of the organization and a determination of the vacation accrual per pay period for each member towards a subtotal. That subtotal number will then be multiplied by 26, a representation of the total pay periods in the year for a total accrual number. The total accrual number will be measured against the total number hours of vacation currently available in a calendar year. When the total accrual number reaches 80.0% of the vacation hours available in the calendar year then the vacation slots will increase by one allotment per day. The current agreed upon allotment is four (4) persons off per shift day.

#### Section 9-9. Compensatory Time Cash-In

- A. Members can cash in their compensatory time at any time at their straight time rate. Cash in may be requested during the submission of bi-weekly timesheets.
  1. All members will cash in their compensatory time at their fifty-six (56) hour rate.

### **Section 9-10. Compensatory Time Bank**

- A. Compensatory time is earned at a rate of one and one-half (1.5) hours for every one (1) hour worked. Compensatory time can be banked up to one-hundred twenty (120) hours.

### **Section 9-11. Education Incentive**

- A. Members receiving their degrees will receive a one-time payment per degree completed.
  - 1. Associates - \$200
  - 2. Bachelors - \$400
  - 3. Masters - \$600

### **Section 9-12. Leave Accrual Banks**

- A. Vacation and Sick Leave accrual banks and rates will be converted when a member change between forty (40) hour and fifty-six (56) hour schedules and vice versa.

## **ARTICLE 10: Post-Retirement Health Savings Trust Fund**

- A. To the extent the Union establishes the United Goodyear Fire Fighters Post-Retirement Health Savings Trust Fund, an Internal Revenue Code Section 501(c)(9) voluntary employee beneficiary association (the "Trust"), for the purpose of providing retiree health care benefits and other benefits as the Trustees of the Trust may determine.
- B. The Trust shall be managed and administered by a Board of Trustees appointed by the Union.
- C. Each member will contribute \$12.50 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. Members covered by the MOU are required to participate in the Trust.
- D. Eligible member contributions are mandatory and therefore shall be deducted from payroll by the City on a pre-tax basis or as otherwise regulated by IRS rules and remitted to the Trust on a bi-weekly basis.
- E. The City will make a contribution of \$22.50 per member per pay period into the Trust as a benefit of employment; \$12.50 of the contribution is a matching contribution.

## **ARTICLE 11: Shift Trade SOP**

- A. Members will be granted the opportunity to exchange shifts. Shift exchanges shall not qualify a member for overtime. All shift exchanges shall be in conformance with Fire Department's Shift Trade SOP 105.013. Shift members executing a trade will only fill the roles of the member they are trading with.

## ARTICLE 12: Term of Memorandum

- A. This Memorandum shall remain in full force and effect beginning July 1, 2021 through June 30, 2023.

IN WITNESS WHEREOF, the parties have set their hand this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

CITY OF GOODYEAR

By:

\_\_\_\_\_  
Julie Arendall, City Manager

\_\_\_\_\_  
Roric Massey, City Attorney

\_\_\_\_\_  
Lyman Locket, Human Resources Director  
Lead Negotiator

\_\_\_\_\_  
Tom Cole, Deputy Fire Chief  
Negotiation Team Member

\_\_\_\_\_  
Vicki Lackey, HR Business Partner  
Negotiation Team Member

\_\_\_\_\_  
Sheire Farmer, HR Business Partner  
Negotiation Team Member

UNITED GOODYEAR FIREFIGHTERS

LOCAL 4005

By:

\_\_\_\_\_  
Dan Freiberg  
Lead Negotiator

\_\_\_\_\_  
Orion Godfrey  
Representative

\_\_\_\_\_  
Neil Roberts  
Representative

\_\_\_\_\_  
John Boyce  
Representative

\_\_\_\_\_  
Liam Tierney  
Representative

\_\_\_\_\_  
Marc Holstein  
Representative

ATTEST:

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Darcie McCracken, City Clerk

## APPENDIX A

### Wage Tables

#### Year 1: Effective first full pay period in July 2021

| Sworn Fire              |       | Steps |       |       |       |       |       |       |
|-------------------------|-------|-------|-------|-------|-------|-------|-------|-------|
| POSITION                | GRADE | 1     | 2     | 3     | 4     | 5     | 6     | 7     |
| Firefighter/EMT****     | 762   | 17.64 | 18.53 | 19.47 | 20.47 | 21.49 | 22.59 | 23.72 |
| Firefighter/EMT Days*   |       | 25.90 | 27.21 | 28.58 | 30.05 | 31.56 | 33.17 | 34.83 |
| Fire Engineer/EMT****   | 763   | 24.93 | 26.19 | 27.53 |       |       |       |       |
| Fire Engineer/EMT Days* |       | 36.60 | 38.45 | 40.42 |       |       |       |       |
| Fire Captain/EMT****    | 764   | 28.93 | 30.37 | 31.92 |       |       |       |       |
| Fire Captain/EMT Days*  |       | 42.48 | 44.59 | 46.87 |       |       |       |       |

\*\*\*\*2.5% market adjustment applied.

\*Day rate is based on 3054 hours. The day rate calculation is: Shift hourly wage X 3054 ÷ 2080

Future lateral hires will be given one-year credit for every two full years of service as a full-time firefighter and must have completed a regionally recognized Fire Academy.

#### Year 2: Effective June 26, 2022

| Sworn Fire              |       | Steps |       |       |       |       |       |       |
|-------------------------|-------|-------|-------|-------|-------|-------|-------|-------|
| POSITION                | GRADE | 1     | 2     | 3     | 4     | 5     | 6     | 7     |
| Firefighter/EMT****     | 762   | 17.90 | 18.81 | 19.76 | 20.78 | 21.82 | 22.93 | 24.07 |
| Firefighter/EMT Days*   |       | 26.29 | 27.62 | 29.01 | 30.50 | 32.03 | 33.67 | 35.35 |
| Fire Engineer/EMT****   | 763   | 25.30 | 26.58 | 27.94 |       |       |       |       |
| Fire Engineer/EMT Days* |       | 37.15 | 39.03 | 41.03 |       |       |       |       |
| Fire Captain/EMT****    | 764   | 29.36 | 30.83 | 32.40 |       |       |       |       |
| Fire Captain/EMT Days*  |       | 43.11 | 45.26 | 47.57 |       |       |       |       |

\*\*\*\*1.5% market adjustment applied.

\*Day rate is based on 3054 hours. The day rate calculation is: Shift hourly wage X 3054 ÷ 2080

Future lateral hires will be given one-year credit for every two full years of service as a full-time firefighter and must have completed a regionally recognized Fire Academy.