

RESOLUTION NO. 2025-2479

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AMENDMENT NO. 1 TO THE JULY 1, 2025 – JUNE 30, 2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND THE UNITED GOODYEAR FIREFIGHTERS LOCAL 4005.

WHEREAS, the City of Goodyear ("City"), through its management representatives, has met and conferred in good faith with United Goodyear Firefighters (UGFF) Local 4005; and

WHEREAS, the City and UGFF representatives have agreed on amending Article 7 and Article 10 of the July 1, 2025 - June 30, 2027 Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. STATEMENT OF AUTHORITY

Article 3 Section 12-16 (B) of the Goodyear City Code established that the City Manager or designee and the Certified Employee Organizations will attempt to agree on changes to the MOU before proposals are presented to the City Council.

Article 3 Section 12-14 (F) establishes that the City Council shall have sole discretion to accept or reject any proposal, recommendation, reports or offers that result from the Meet and Confer process

SECTION 2. AMENDMENT NO. 1 TO THE JULY 1, 2025 – JUNE 30, 2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AN THE UNITED GOODYEAR FIREFIGHTERS LOCAL 4005.

The Mayor and Council of the City of Goodyear hereby approve the Amendment No. 1 to the Memorandum of Understanding (MOU) between the City of Goodyear and the United Goodyear Firefighters (UGFF) Local 4005 and a copy of which is attached hereto as Exhibit A.

SECTION 3. Resolution No. 2025-2458 adopted by City Council on April 7, 2025, is hereby repealed and replaced in its entirety by this Resolution.

SECTION 4. Resolution No. 2025-2479 shall be effective upon the date of its adoption.

SECTION 5. PROVIDING FOR SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the Policies adopted herein by reference is for any reason held to be invalid or unconstitutional by the decisions of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 23rd day of June, 2025.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

MEMORANDUM OF UNDERSTANDING

**JULY 1, 2025 THROUGH JUNE 30, 2027
(FY2026 and FY2027)**



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 of Goodyear Policy and Administrative Guidelines Manual](#)¹;

NOW, THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this Memorandum of Understanding (MOU) to the City Council of the city of Goodyear with their joint recommendation that the Council resolve to adopt its terms and provisions.

¹ Where the [City of Goodyear Administrative Policy and Guideline Manual](#) is referenced, if the City makes any changes to the manual that affects this MOU, the original Policy or Guideline in effect at the time this MOU was finalized will remain in effect as intended.

² Items where Footnote ¹ is not applicable.

³ Unless otherwise delineated in this document, all articles are for both sworn and non-sworn members covered under the MOU.

DEFINITIONS:

- A. **Assignment Pay:** Rate of pay 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.
- B. **Base Pay Rate:** Rate of pay identified in the wage table, which denotes the members pay without specialty pay, assignment pay, or any other incentives.
- C. **Business Days:** Days in which the city of Goodyear is operating at full capacity and are within the scope of normal business hours. These do not include recognized holidays or weekends.
- D. **Constant Staffing:** The method by which the staffing of fire companies and other vacancies are filled on the normal operational roster that are created by all forms of leave.
- E. **Front Line Apparatus.** The definition of Front Line Apparatus shall be codified in Fire Department SOP for the term of the MOU.
- F. **Grievance:** 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.
- G. **Grievant's Representative:** A member of the Union currently employed by the city.

- H. **Labor Relations Hours:** Hours donated by the membership to the Union to conduct bargaining unit business.
- I. **Lateral Firefighter:** Any full-time, professional firefighter who has successfully graduated from a regional fire academy and is currently working, or has worked within 1 year, on a regional unit as defined in the Phoenix Regional Automatic Aid System. Any full-time, professional firefighter from outside of the Phoenix Regional Automatic Aid System who qualifies for the Bridge Academy and is currently working, or has worked within 1 year with a qualified, professional fire department/district.
- J. **Merit Adjustment:** Salary increase based on meeting the standards of position which does not change the salary range (similar to a step increase).
- K. **Non-Prime Days:** Monday through Thursday, excluding holidays.
- L. **Prime Days:** Friday, Saturday, Sunday, and holidays.
- M. **Regular Rate of Pay:** Rate of pay identified in the wage table, plus specialty pay and assignment pay.
- N. **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. These approved events require support in excess of frontline apparatus and occur in the city of Goodyear or other approved regional locations.
- O. **Scheduled Mandatory:** A day in which you are bid for a mandatory overtime shift.
- P. **Shift:** A scheduled period, on overtime or regularly scheduled, in which the member works for the Goodyear Fire Department in the role of an operational responder.
- Q. **Support Unit.** Units that are not front line and used in support roles. These units are not outfitted with SCBAs and turnouts nor regularly dispatched to fires and are not used for suppression activities. These units include non-sworn ambulances (medic unit), CR vehicles, and any other unit staffed with civilian employees or a combination of civilian and sworn employees
- R. **Training:** Any department approved class, course, seminar, webinar, symposium, conference, convention, or similarly assigned event in which you are a student, and the intended purpose of your attendance is to become educated on a topic.
- S. **Training Instructor:** Evaluator, instructor, or any other part of the cadre.

Article 1: Rights

Section 1-1. Gender

Whenever any words used herein are in the masculine, feminine or neutral, 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.
 1. Members must provide an authorization form that initiates or terminates the deduction of dues.
 2. 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's name, effective date, and amount.
 3. Submitted changes will be processed on the next available pay period.
 4. The Union will hold harmless the city of Goodyear and all its representatives with any claims associated with the deduction of dues.

Section 1-3. Members' Rights

- A. Member has the right to Union representation in all the following cases: investigations (witness or subject), disciplinary matters, bargaining unit negotiations, performance improvement plans, and any other legal matters pertaining to their role as a city employee.

Article 2: Investigatory and Disciplinary Procedures

Section 2-1. Disciplinary Procedure

A member under investigation or going through an investigatory process has the right to request Union representation.

- A. The Union representative can 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. The Union and Goodyear Fire Department have agreed to follow a progressive discipline process aimed at correcting work performance or behavior issues at the lowest level. The levels of discipline are:
1. Supervisory Counseling

2. Letter of Instruction
3. Disciplinary Probation
4. Suspension
5. Demotion
6. Termination

Steps may be skipped depending on the severity or frequency of the occurrence. The level of discipline issued will be determined by the following process:

- C. If a violation of Department or City policy occurs, or a performance issue occurs, the following steps will be taken by the Supervisor who observed or discovered the violation or performance issue.
 - 1) If this begins at the company officer level, the company officer will send an email through their chain of command that specifically outlines the issue(s) and/or violation(s).
 - 2) After evaluating the information for thoroughness, the Battalion Chief forwards all documentation to OCP LT for review.
 - OCP LT will review the documentation with Human Resources, and an investigator may be assigned as needed.
 - OCP LT sends an email back through the chain of command that specifically outlines the issue(s) and/or violation(s).
 - This email will be routed back to the Supervisor who initiated this process and will advise them whether an investigation will ensue.
 - 3) The Notice of Investigation will then be delivered to the member. Throughout the entirety of the discipline process, the member will always be afforded representation as prescribed in Article 1, Section 1-3 "Members Rights".
 - 4) The OCP LT Committee then evaluates the findings and makes a recommended level of discipline to the OCP Executive Committee.
 - If the OCP LT recommends the level of discipline to be lower than Supervisory Counseling, the member's supervisor will provide appropriate coaching documentation, and the discipline process will be considered concluded.
 - The Fire chief will make the final decision.
 - 5) Once the level of discipline has been determined, the appropriate Deputy Chief ensures the delivery of disciplinary paperwork to the employee with their assigned representative (or designee) present.
- D. A member has the right to access the grievance and appeal process in accordance with City Policy 830 Grievance and Appeals Guidelines. The policy ensures that employees have a formal avenue to address concerns related to workplace issues, disciplinary actions, or other employment matters.

Section 2-2. Investigatory Practices

- A. Complaints alleging criminal behavior on the part of the Member regardless of the source of information will be investigated.
 - a. For the purposes of this section, a third party does not include anyone who has firsthand knowledge of the incident resulting in the complaint.

- b. This section does not apply to the parent/guardian of a minor child.
 - c. Documented complaints that are corroborated with an affidavit of truthfulness within thirty (30) business days shall be classified as an incident. The involved member will be notified of the complaint per Item D of the MOU and is required to respond with acknowledgement by email or in writing on their next scheduled shift day.
 - d. Corroborated complaints that may lead to discipline will be inserted in to step 5 of the disciplinary process.
- B. All investigated complaints, including internally generated and externally generated, filed against a member will be completed within 120 business days. If the investigation is not completed in the allotted timeframe, the investigation will be dismissed and deemed unsubstantiated, except as outlined in subsection b. Internal complaints include those made by elected officials and City management.
 - a. The 120 business days starts when the member is served with the Notice of Investigation and is completed on the day the member is issued the findings of the investigation with the disciplinary action if applicable.
 - b. In the unlikely situation that more than 180 calendar days are required to complete the investigatory process, the Fire chief shall notify the member and the Union President in writing or in email of the need for additional time. The notice will state the projected completion date and the general nature of the reason(s) why the additional time is needed.
- C. The complaining party must sign a complaint form and sign an affidavit of truthfulness within 30 business days of the date when they knew of the improper conduct on the part of a member against whom they wish to file a complaint. If the complaining party fails or refuses to sign the affidavit, no complaint will be taken. If an investigation is undertaken, the member shall be notified of the identity of the complaining party and the context of the alleged complaint against the represented member.
 - a. The Department reserves the right to independently corroborate the information received from a complaining party even without a signed affidavit, providing it can do so without subjecting the involved member to an interview. If the Department is unable to corroborate the information, the matter will be dropped. If the Department independently discovers a policy violation, the Department may initiate an internal investigation.
 - b. Complaints alleging criminal behavior on the part of a member regardless of the source of the information will be investigated.
- D. Notice of Allegation. The members shall be notified in writing or by email within three (3) business days of a complaint, including internally generated and externally generated, is filed against them. Internal complaints include those made by elected officials and City management. The three (3) business days start once there is a signed affidavit from a complainant alleging a complaint, or in the absence of a signed affidavit, when the Fire chief calls for an internal investigation.
 - a. There may be situations where it is not possible or appropriate to notify the member within three (3) business days of a complaint being filed. In such situations, the Fire chief must document the reasons for delay and must ensure that notification is made as soon as reasonably possible.

- E. The use of a polygraph, or other truth verification equipment will not be authorized during the complaint process for a member. This equipment could be used by agencies other than the fire department during the investigation process.
- F. The level of discipline will abide by and follow the levels of disciplined as establish in City of Goodyear guideline 820. A determination of the level of discipline, considering the following but not limited to; aggravating charges, disciplinary history of the member, and the level of discipline given to other members with similar infractions. This determination will be made by the OCP leadership team, and a recommendation will be forwarded to the Executive OCP. Reasons for the level of discipline, including any deviation from these standards, will be explained in the disciplinary recommendation. Ultimately the Fire chief has the final decision on the level of discipline that the employee receives.
- G. Discipline served to a member will not be used to aggravate discipline beyond the following timeframes: 2 years from the date of issuance for non-punitive disciplinary outcomes (no diminishment in pay or benefits), 3 years from the date of issuance for punitive disciplinary outcomes (with diminishment in pay or benefits). Any exception to this time frame shall occur only at the direction of the Fire chief and a written explanation will be provided to the affected member and their representative.
- H. Review Period – When an investigation is completed the member will be notified and allowed three (3) business days to review the findings and evidence.
 - a. After the review period is complete the member will have three (3) business days to submit a written response. The response period will start when the review period ends. The investigation findings, conclusions, or recommendations will not be recorded or documented until the review period has concluded.
 - b. The member can review the completed findings and evidence of their investigation with their Union Representative at the place of business for the HR Department, or any other approved location.
 - c. If the employee chooses not to review the investigation, their declination will be made in writing or by email to the assigned investigator. This declination will be maintained as part of the concluded investigation.
- I. Subject or witness interviews conducted with members, including fact-finding interviews to determine if policy violations have occurred, may be audio recorded. The member, at their request, may have the interview recorded. No party may record without the knowledge of the other party.
- J. If the Fire chief determines that it is not in the best interest of the City or the member, the investigation may be administered by another entity; this does not prohibit the Human Resource Department from participating in the process by assigning a liaison to the investigation.
 - a. All investigations involving members will be conducted in accordance with the MOU.
 - b. In situations involving an Equal Employment Opportunity (EEO) based complaint, the investigation will be coordinated in conjunction with the Human Resource Director.
- K. A member identified as only a witness in a Goodyear Fire Department investigation will have a right to a Union Representative.

- L. Any public information request made by a third party, elected officials, staff, and/or any and all requestors regarding a member's personnel file, personal information, medical records, or workers comp information shall be notified of the request within three (3) business days of the date it became known to the City and/or Department. The member will be notified by the City Clerk's office.

Article 3: Grievance and Mediation

For grievances on conditions not identified within this MOU, the City Grievance Procedures, as outlined in [Goodyear Administrative 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 Goodyear Administrative Guideline.

Section 3-1. 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 cannot be resolved by the Fire chief.

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

- A. The Union representative can 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. City will follow its own policy for the grievance process where undefined within the MOU.

Section 3-2. Pre-Grievance Resolution Process

- A. It is the responsibility of the member who believes that they have a legitimate complaint concerning their working conditions (excluding pay issues) 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 member-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 by either the complainant or the Union Representative.
 - 1. 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.

2. 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.
 1. 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) business days after receiving the Fire chief's written response.
 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 Two (2) of [Goodyear Administrative Guideline #830](#).
 1. 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 3-3. 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.
- B. The formal grievance procedure is as follows:

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) business days of 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 3-4. Mediation Procedures

If mediation is initiated, 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 (FMCS) 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 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 submitted to them.
- C. The mediator shall be bound by applicable State and City law.
- D. The mediator shall within fifteen (15) business 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.

Article 4: Organizational Collaborative Process (OCP)

Section 4-1. 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 4-2. 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 OCP Executive Committee is co-chaired by the Fire chief and the President of the Union. The OCP Leadership Team 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 subcommittees and the OCP Leadership Team shall meet monthly at mutually scheduled times, and at any other mutually agreed upon times.
- D. The Executive Committee may, if it deems proper, suggest recommendations to the City Manager through the Fire chief for their consideration and determination.
 - 1. If the new program is approved and 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. The results will be added as an addendum to the current MOU.
- E. The OCP 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 4-3. 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 4-4. 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. Subcommittee and Committee Co-chairs shall be compensated for off-duty attendance and work performed outside of the Committee in collaboration with a management co-chair. The subject matter experts (SME), as approved by the fire chief, will be compensated on an as needed basis.
- C. Committee participation is voluntary, off-duty personnel in attendance are not compensated by the city.

Article 5: Layoffs

This section shall supersede [Goodyear Administrative Guideline #360](#) 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 [Goodyear Administration Guideline #320](#), but will be filled as follows:
 1. Laid off members can be re-employed up to eighteen (18) months based on absolute seniority.
 2. 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.
 3. 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 if rehired outside of their prior City position. Member starting rates of pay will be determined in accordance with [Goodyear Policy #200](#).

Article 6: Labor Relations Time

- A. **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.
- B. **Representation Time:** Time used by Union representatives, not charged to the Labor Relations bank, for the purposes of representing members in the following circumstances:
- a. Disciplinary issues
 - b. Investigatory processes
 - c. Grievances and appeals
- C. The city will provide, for a maximum of two pay periods, one member of the Executive Board to serve as an Implementation Liaison. The Implementation Liaison will work with City and Department leadership to ensure the pay, benefits, and operational components of this MOU are addressed.
- D. **Conference & Events:** The City recognizes the below events as providing a mutual benefit to both the city, the community and the Union. Due to this mutual benefit, the City will provide City Business to three (3) Executive Board members, or their designees, to attend these events. The City Business time shall apply to the travel days and scheduled conference/educational days in keeping with the City's travel policy. The members will be selected by the Union President. Any other educational opportunities or events which may arise and has a mutual benefit, the Fire chief will determine if this benefit should be extended to that instance.
- a. 10th District Partnership Education Program;
 - b. IAFF Convention, Professional Fire Fighters of Arizona Convention

- c. The Fallen Firefighters Memorial.
- d. Strive for Excellence Leadership Symposium
- e. International Fire Service Cancer Symposium

E. **City Business:** The Goodyear community benefits from harmonious and cooperative relationships between the city and its employees. The Union plays an important role furthering this relationship and ultimately improving service to the city and its citizens.

- a. The Goodyear City Council has determined that there are specific activities that confer a public benefit for which Union members may be released to perform these activities at their regular rates of compensation as part of their city business (hereinafter referred to as "City Business Time"). Accordingly, the city and the Union have negotiated this time as part of an entire compensation package for unit employees. These bargained-for rights will promote and improve enhanced service delivery models and public safety, save the taxpayers money, and provide other tangible benefits to the City's residents.
- b. The city has determined there are activities that confer a public benefit for which members of the Union should be released from their official duties on an as needed basis to perform. The City and the Union acknowledge that Union members will receive City Business Time for the time spent performing the following activities:
 - Attend trainings that have been authorized and stated in this document.
 - Attend meetings to facilitate communication between employees and management ensuring a safe and efficient delivery of services, as well as developing a heightened degree of labor/management cooperation.
- c. In order to ensure City resources are well coordinated, upon the direction of the City of Goodyear and consent of IAFF Local 4005, Authorized Employees will participate in various City committees, labor management meetings, or labor management work groups as a member of the committee or group.
- d. Representation in grievance or investigatory or disciplinary proceedings involving bargaining unit members.
- e. Bargaining and negotiations on any matters deemed to be a mandatory subject of bargaining.
- f. Represent employees involved in critical incidents at the time of incident.

F. Union representatives may attend to any other union activity, such as gathering information, interviewing the grievant or witnesses, attending a union meeting, or preparing a presentation during duty hours by using the Bank of Donated Leave as described in G.

G. **Labor Relations Banked Hours:** A bank of donated hours used for Union activities other than those listed above in C and D. 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. 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.

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.
- c. Vacation hours due to be lost by members exceeding carryover limits and payouts will be automatically donated to the Labor Relations Bank.
- d. Vacancies will be backfilled in accordance with Constant Staffing Policy.

The city will grant access to the Union to manage the donated Labor Relations Bank.

Article 7: Wages and Compensation

Effective Dates: All wages and compensation increases will be effective the first pay period including July 1st. Respectively, June 22, 2025 and June 21, 2026.

Section 7-1. Base Pay

- A. **FY2026, Year 1:** A market adjustment of three percent (3%) will be applied to the salary schedule. Eligible members, except for members at the maximum of their salary range, will receive their scheduled step increase (See Appendix "A" for detail).
- B. **FY2027, Year 2:** A market adjustment of three and a half (3.5%) will be applied to the salary schedule. Eligible members, except for members at the maximum of their salary range, will receive their scheduled step increase (See Appendix "A" for detail).
 - a If the market adjustment (pay and deferred compensation) for non-represented members in FY2026 exceeds four and a half percent (4.5%), the market adjustment will be commensurate.

Section 7-2. Holidays and Holiday Compensation²

- A. Working Holidays: 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 on a regular holiday in addition to holiday pay.
- B. Premium Working Holidays: 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 two times the regular rate of pay for actual hours worked for a premium holiday in addition to holiday pay.
 1. New Year's Day
 2. Martin Luther King Day
 3. President's Day
 4. Memorial Day
 5. Juneteenth
 6. Independence Day*
 7. Labor Day**
 8. Veteran's Day
 9. Thanksgiving Day*
 10. Friday after Thanksgiving Day

11. Christmas Day*

*Premium holiday in FY2026 and FY2027

**Premium holiday in FY2027

- C. **Holiday Pay:** All employees on a 56-hour schedule (sworn and non-sworn) will be compensated for City recognized holidays. Compensation shall consist of fourteen (14) hours at the regular rate of pay for each City Observed Holiday. The holiday will be paid on the pay period the actual Holiday falls in. This excludes the fourteen (14) floating holiday hours donated to the LR Bank annually.
1. Employees may elect vacation time in lieu of compensation for recognized holidays. This election must be done annually and in whole per calendar year. If no election is made, the default is for the employee to be paid for recognized holidays.
 1. Annual election will be administered by Human Resources. Election schedule will coincide with the annual vacation cash processes.
- D. All regular full-time employees on a 40-hour schedule (sworn and non-sworn) in active pay status on the day a holiday is observed will receive an amount equivalent to ten (10) hours at the regular rate of pay. The holiday will be paid on the pay period the actual Holiday falls in. This excludes the ten (10) floating holiday hours donated to the LR Bank annually.

Section 7-3. Local Days (LD)

- A. Each authorized member will receive Local Days (LD) equal to three (3) twenty-four (24) hour periods [seventy-two (72) hours] per fiscal year.
1. Bidding will be done by absolute seniority, with the first twenty-four (24) hours being bid in whole, for the entirety of the shift, by each eligible member, then;
 2. Bidding will be done by absolute seniority, with the second twenty-four (24) hours being bid in whole, for the entirety of the shift, by each eligible member.
 3. Bidding will be done by absolute seniority, with the third twenty-four (24) hours being bid in whole, for the entirety of the shift, by each eligible member.
 4. Members will be permitted to bid on non-prime days only, and there shall be no more than two (2) members permitted to be on a Local Day per shift. Local Day bidding shall not constitute the equivalent of a vacation day and will not impact the vacation day formula.
 5. If a member requires a rebid, based on shift movement, injury, or any other department related reason, they will be permitted to rebid to a day that does not have a full Local Day allotment. If none are available, they will be permitted to bid as a third Local Day allotment, or a prime day, based upon the discretion and approval of the 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 three (3) twenty-four (24) hour shifts for a total of seventy-two (72) hour LD's 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 a Local Day in that fiscal year. Fifty-six (56) hour members on light duty, training assignments, or special assignments will qualify.
- C. Local Day's will not rollover, cannot be traded, nor can the benefit be used in part [all twenty-four (24) hours must be used at once for all bid days]. Members cannot work for the city of Goodyear on their Local Days. Local Days are subject to the Catastrophic Staffing Plan. If the

Catastrophic Staffing Plan requires the cancellation of Local Days, they will be rescheduled in that fiscal year. If they are unable to be rescheduled, then the member will be credited with twenty-four (24) hours of vacation per each cancellation.

Section 7-4. 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, except for off-duty industrial injury appointments, compensatory time leave, and unpaid administrative leave shall be counted as hours worked for the purposes of calculating overtime.
- B. A maximum of forty-eight (48) -hours of compensatory time per calendar year may be used as hours worked for the purposes of calculating overtime.

Section 7-5. Two Hour Minimum

- A. Members will receive a minimum of two (2) hours pay when called in for working outside of their regular schedule. Holding over will not qualify for the two-hour minimum pay.
- B. When a member is called in for a mandatory overtime shift, their compensated time begins two hours prior to their arrival at their mandatory assigned station.
- C. Members who are called in for an overtime shift in which they are signed up (voluntary overtime), shall not qualify for compensated time exceeding their arrival at their assigned overtime station.

Section 7-6. Acting Out-of-Class Pay (Sworn Only)

- A. Members will be paid for temporarily working out of his/her assigned classification for any time worked. Members shall receive Acting Pay at the entry step of the position in which they are acting. Members must follow department policy to qualify for and maintain their ability to receive Acting Out-of-Class Pay.

Section 7-7. Forty (40) Hour Overtime Rate (Sworn Only)

- A. The forty (40) hour overtime rate of pay will be applied with the exclusion of constant staffing, wildland staffing, training scheduled on shift, and any supplemental apparatus to be employed on the normal operational roster in an effort to mitigate surges and expand capacity.
 - 1. Members will be compensated at the 40-hour rate of pay either on straight time or on overtime for non-suppression activities or assignments, unless otherwise specified. (Members in a fire suppression or a fire suppression support role as defined by the FLSA and or applicable case law will be compensated at the 56-hour rate.)

Section 7-8. Overtime Day Rate for Non-Sworn Shift Members (Non-Sworn)

- A. The overtime day rate of pay (non-sworn day rate multiplied by 1.5) will be applied with the exclusion of constant staffing, training scheduled on shift, and any supplemental apparatus to be employed on the normal operational roster in an effort to mitigate surges and expand capacity.

Section 7-9. Deferred Compensation Contribution

- A. FY2026: The City shall provide an employer non-elective contribution of four percent (4%) of the member's gross pay per pay period to Unit Member's 401a Plan. Members must contribute a minimum of one and one-quarter percent (1.25%) of their gross pay per pay period to their 457 to be eligible for the City's 401a contribution.
- B. FY2027: The City shall provide an employer non-elective contribution of five percent (5%) of the member's gross pay per pay period to Unit Member's 401a Plan. Members must contribute a minimum of one and one-quarter percent (1.25%) of their gross pay per pay period to their 457 to be eligible for the City's 401a contribution.

Section 7-10. Specialty Pay

- A. Members shall receive specific Specialty Pay for successfully completing all 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. The following rates of pay are for members assigned to a 56-hour schedule. When a member is on a 40-hour schedule, their applicable rate can be found in the "Specialty Pay" table below.
 - 1. Hazardous Material Technician (HazMat) (Sworn only): 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 \$1.40 per hour. The process by which a member becomes an authorized technician and the minimum number/make-up of technicians shall be codified in Fire Department SOP for the term of the MOU.
 - 2. Paramedic Certification (Sworn only): 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 \$3.40 per hour. 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 \$1.40 per hour. Specialty pay for Paramedic Preceptors is only applied when actively performing the duties.
 - 4. Bilingual 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.
 - 5. Special Assignments Unit (SAU) Paramedic: Members who have been selected, in coordination with the Goodyear Police Department, to fill the role of SAU paramedic will have their wages supplemented by payment of an additionally hourly wage of \$2.04 per hour.

Specialty Pay

Specialty Pay	56-hour Schedule	40-hour Schedule
Paramedic	\$3.40/hr	\$4.99/hr
HazMat	\$1.40/hr	\$2.06/hr
SAU Paramedic	\$2.04/hr	\$3.00/hr
Preceptor	\$1.40/hr	\$2.06/hr

Section 7-11. Assignment Pay

- A. Members approved for Assignment Pay will receive a five percent (5%) increase to their regular rate of pay for their first assignment for the period the member is performing the special assignment. Members approved for a second and concurrent assignment will receive an additional 2.5% (total of 7.5%). 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. Furthermore, the removal, does not qualify as a punitive disciplinary outcome as defined in Article 2, Section 2-2, Item G of this MOU. The process for qualifying for and maintaining the following assignments will be identified in Fire Department SOP. The maximum amount of assignment pay is 7.5% regardless of the number of assignments. These assignments will receive assignment pay:
1. Fire Investigators
 2. Threat Liaison Officers (TLO)
 3. HAZMAT Program Manager
 4. EMS Program Manager
 5. Battalion Safety Officer (BSO) (maximum 6)
 6. Wildland Program Manager
- B. Day Assignments. Any members that transition from a 56-hour schedule to a 40-hour schedule for the purposes of fulfilling the positions and training listed below will receive a 7.5% pay adjustment. Other unanticipated positions that would otherwise qualify may be approved for the pay adjustment by the fire chief. The pay assignments include, but are not limited to:
1. Emergency Medical Services Captain (EMS)
 2. Training Captain
 3. Health & Safety Officer (HSO)
 4. Community Response Firefighter(s)
 5. Recruit Training Officer(s)
 6. Recruit Mentor(s)
 7. Public Information Officer (PIO)
 8. Paramedic Student
 9. Hazmat Student

Section 7-12. 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 \$3.00 per hour in FY2026 and \$4.00 in FY2027.

1. Members will receive twenty-four (24) hours of Standby Pay for their bid, scheduled mandatory overtime assignments, until called back. Upon call back, hours worked will apply.
- B. Assignment Pay is not in lieu of Standby Pay.

Article 8: Hours of Work / Working Conditions

Section 8-1. 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 8-2. 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 9: 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 and determined by a drug recognition expert on the scene of the accident. Other drug and alcohol testing will be done in compliance with the Reasonable Suspicion Testing process in [Goodyear Administrative Guideline #1020](#).

Article 10: Benefits

Section 10-1. Bereavement Leave²

- 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 members 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 10-2. Sick Leave Payout upon Separation

- A. Members with a minimum of five (5) years of continuous service with the City and who voluntarily separate employment shall be compensated in cash at their regular rate of pay for accrued sick leave up to a maximum of 240-hours (336 hours for fifty-six (56) hour sworn members) upon separation.
- B. Members 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 separation. Effective 8/1/25, members will have their hours converted to compensation at their regular rate of pay and contributed to their 401a account at separation. Members. All members who qualify for this benefit, but separate prior to 8/1/25 will be compensated in cash at their regular rate of pay.

Sworn 40-hr	Non-Sworn	Sworn 56
480 hours	480 hours	672 hours

C. Sick Leave Conversion Upon Retirement or Disability Separation

1. Full-time members who officially retire through PSPRS, ASRS or members who separate employment prior to 8/1/25 due to disability retirement will receive the following amount of sick leave balance that is above the noted threshold paid out in a cash at their regular rate of pay. Effective 8/1/25, members will have their hours converted to compensation at their regular rate of pay and contributed to their 401a account at separation. Anything in excess of the IRS limit will be cashed out. The following table represents the amount of sick leave that may be converted:

Years of Service	Percent of Sick Leave Balance above hours to be cashed out
8 years	25%
10 years	35%
15 years	50%
20 years	75%

Members who involuntarily separate employment or do not meet these eligibility requirements will not receive any sick cash out above the prescribed rates in Section 10-2.B.

- D. 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 10-3. 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. These hours do not count as hours worked for the purposes of calculating overtime.

Section 10-4. Uniform Allowance

- A. Members will be paid a uniform allowance of \$370, four (4) times a year.
 - 1. Uniform allowance is for Class A, B, and C uniform items as defined in the Goodyear Fire Department uniform policy.
 - 2. The Uniform Allowance is also intended for any equipment or maintenance of equipment beyond department issued PPE and used to maintain a continuity of service.
- B. All newly sworn Goodyear Firefighters will receive a start up allowance in the amount of \$1,000. All non-sworn new employees will receive a start up allowance in the amount of \$500.

Section 10-5. Mileage Reimbursement

- A. Members that are assigned for movement from station to station, or from any other designated workplace to another within their shift will be reimbursed or compensated for the mileage if their personal vehicle is used. The current GSA mileage rate will be applied.
- B. Members attending and using their personal vehicles for approved training, conferences, or specialty schools outside of the city limits will be reimbursed at the current GSA mileage rate. Mileage will be determined based upon Goodyear City Hall as the starting point.

Section 10-6. Productivity Enhancement Pay

- A. This provision shall supersede Goodyear Administrative Policy #200 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 1st. However, the OT calculation will be calculated beginning on November 1 and ending on October 31. Productivity Enhancement Pay will be paid annually on the first pay date in December.
- C. Productivity Enhancement Pay will be calculated at a rate of 2.5% of base pay for 1 through 9 years of completed years of full-time service with the City of Goodyear, and at 5% of base pay for 10 years of completed years of full-time service and beyond. (see Appendix C – Sworn; Appendix D – Non-Sworn).
- D. A member MUST be actively employed at the time Productivity Enhancement checks are issued to be eligible. Payment of Productivity Enhancement pay is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes.

Section 10-7. Vacation and Sick Accrual

Years of Service	Accrual Rate	
	Non-Sworn and Sworn on a 56-hour Schedule	Sworn and Non-Sworn on 40-hr Schedule
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

- A. Sick leave accrual for 56-hour personnel will be 6.06 hours per pay period. 40-hour personnel will accrue 3.70 hours per pay period.
- B. Members who exceed the annual vacation carryover cap of 456 hours will automatically have their excess hours contributed to the 401a account at their regular rate of pay.
- C. First year members will have their vacation and sick time accruals loaded in their Vacation and Sick Pay Banks at the 56-hour accrual rate during the first pay period and will be available for use immediately.
 - a. There will not be any subsequent accruals during the first year of service.
 - b. Lateral Firefighters will accrue and have their vacation front loaded based on their qualified years of service.
- D. Any member covered under the MOU who is hired into a full-time 40-hour position will be front-loaded at the 40-hour accrual rate.
- E. If a new employee leaves within the first year where vacation or sick pay has been front-loaded, the bank balance will not be paid out to the employee.
 - a. Exception: Vacation payout will be based solely on months of service minus time used.
- F. Starting on year two, vacation and sick time accruals will accumulate on a per pay period basis and will be available to use at the start of the following pay period.

Section 10-8. Vacation Allotment (Sworn & Non-Sworn)

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, new authorized FTE's 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, until the threshold is below 80%. The current agreed upon allotment is four (4) persons off per shift day.

Section 10-9. Compensatory Time Cash-In

- A. Members can cash in their compensatory time at any time at their regular rate of pay. Cash-in may be requested during the submission of bi-weekly timesheets.

1. All members will cash in their compensatory time at their regular rate of pay.

Section 10-10. 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 except when employees who are working a 56-hour schedule work at the 40-hour rate (i.e., Training Instructor, Special Events, etc). In that case, it will be earned at 2.2 hours for every one hour worked ($3054 \div 2080$ calculation). Compensatory time can be banked up to two-hundred-forty (240) hours.

Section 10-11. 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 10-12. Leave Accrual Banks

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

Section 10-13. Deferred Retirement Option Plan (DROP) Alternative Contribution

- A. Members that are Tier 1 members of the PSPRS, who enter the Deferred Retirement Option Plan (DROP), will be eligible for an additional benefit. Upon the members acceptance by the local board and PSPRS to the DROP program, the City will contribute seven and one-half percent (7.5%) per pay period to the member's 401a account not to exceed the statutory limits of the plan set forth each year by the IRS. Contributions made as required by this MOU are subject to the normal distribution requirements of the plan. The contributions made into the plan are considered a non-elective employer contribution. Upon distribution the funds become taxable to the member. If for any reason a member terminates participation in DROP, this benefit shall cease.

Article 11: 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 member 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 \$15.00 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.
 - 1. The Union President has the ability to increase or decrease the amount of this deduction one (1) time each year for the members of the bargaining unit.
- 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 \$35.00 per member per pay period into the Trust as a benefit of employment; \$15.00 of the contribution is a matching contribution.

Article 12: Shift Trade SOP

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 13: Savings Clause

- A. This MOU constitutes the entire agreement of the City and IAFF Local 4005, arrived at as the result of meeting and conferring. This MOU shall supersede all previous agreements, understandings, and prior practices related to matters included within this MOU.
- B. The parties acknowledge that during the meet and confer process which resulted in this MOU, each had the opportunity to make proposals with respect to any subject or matter not removed by law as a subject matter of the meet and confer process, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU.
- C. All provisions of this MOU and all terms used herein shall be interpreted in such a manner as to be consistent in all cases with the Ordinance. In the event of any inconsistent provision or use of a term, the Ordinance shall take precedent.
- D. If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction or government agency having authority over the provisions, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this MOU will continue in full force and effect. The parties will meet within 60 days after a request by the City or the Union to discuss the invalidated provision.

Term of Memorandum

A. This Memorandum shall remain in full force and effect beginning July 1, 2025 through June 30, 2027.

IN WITNESS WHEREOF, the parties have set their hand this _____ day of _____ 2025.

CITY OF GOODYEAR

By:

UNITED GOODYEAR FIREFIGHTERS
LOCAL 4005

By:

Wynette Reed, City Manager

Dan Freiberg
Lead Negotiator

Roric Massey, City Attorney

Orion Godfrey
Representative

Vicki Lackey, Deputy Human Resources
Director
Lead Negotiator

Neil Roberts
Representative

Justin Fair, Deputy City Manager
Negotiation Team Member

John Boyce
Representative

Ed Pahl, Deputy Fire chief
Negotiation Team Member

Marc Holstein
Representative

Sabrina Dezso, SR HR Business Partner
Negotiation Team Member

Jacob Casillas
Representative

ATTEST:

Jasmine Pernicano, City Clerk

Brad Duell
Representative

Michael Gugel
Representative

APPENDIX A

Wage Tables Sworn - FY2026 and FY2027

Year 1: Effective June 22, 2025 (Munis to generate)

Sworn Fire

			Steps						
POSITION	GRADE	SCHED	1	2	3	4	5	6	7
Fire Recruit	761	DAYS	29.5507						
Firefighter/EMT	762	SHIFT	21.1768	22.2480	23.3707	24.5758	25.8118	27.1199	28.4692
Firefighter/EMT	770	DAYS	31.0932	32.6661	34.3145	36.0839	37.8987	39.8193	41.8005
Fire Engineer/EMT	763	SHIFT	31.4459	33.0527					
Fire Engineer/EMT	771	DAYS	46.1710	48.5303					
Fire Captain/EMT	764	SHIFT	36.4723	38.3263					
Fire Captain/EMT	772	DAYS	53.5512	56.2733					

3% market adjustment applied. Engineer and Captain - removed step 1

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

Lateral Firefighters will be given 1 year credit for every 1 full year of service for pay, vacation accruals, and promotional exams.

Entry level lateral hires hired in the first pay period including July 1 - December 31, will be hired at step 2 in the Firefighter range.

New Recruits who graduate the academy in the first pay period including July 1 - December 31, will be brought in at step 2 in the Firefighter range.

Year 2: Effective June 21, 2026 (Munis to generate)

Sworn Fire

			Steps						
POSITION	GRADE	SCHED	1	2	3	4	5	6	7
Fire Recruit	761	DAYS	30.58						
Firefighter/EMT	762	SHIFT	21.9180	23.0267	24.1887	25.4360	26.7152	28.0691	29.4656
Firefighter/EMT	770	DAYS	32.1815	33.8094	35.5155	37.3468	39.2251	41.2130	43.2635
Fire Engineer/EMT	763	SHIFT	32.5465	34.2095					
Fire Engineer/EMT	771	DAYS	47.7870	50.2288					
Fire Captain/EMT	764	SHIFT	37.7488	39.6677					
Fire Captain/EMT	772	DAYS	55.4254	58.2429					

3.5% market adjustment applied.

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

APPENDIX B

Wage Tables Non-Sworn - FY2026 and FY2027

Year 1: Effective June 22, 2025

Non-sworn Fire

Steps

POSITION	GRADE	SCHED	1	2	3	4	5	6
Emergency Paramedic	794	SHIFT	21.5167	22.5879	23.7106	24.9054	26.1517	27.4495
Emergency Paramedic	796	DAYS	34.6750	36.4013	38.2105	40.1360	42.1445	44.2359

3% market adjustment applied.

Year 2: Effective June 21, 2026

Non-sworn Fire

Steps

POSITION	GRADE	SCHED	1	2	3	4	5	6
Emergency Paramedic	794	SHIFT	22.2698	23.3785	24.5405	25.7771	27.0670	28.4102
Emergency Paramedic	796	DAYS	35.8886	37.6753	39.5479	41.5408	43.6195	45.7842

3.5% market adjustment applied.

Day rate is calculated as follows:

Take the shift rate x 2080 hours plus the scheduled overtime hours of 848 x 1.5 of shift rate to get an annual salary, then divide it by 2080.

Example:

$$\begin{aligned}
 &= (\$18.5915 \times 2080) = \$38,670.32 \\
 &= (\$18.5915 \times 1.5) = \$27.8873 \times 848 = \$23,648.4304 \\
 &= \$38,670.32 + \$23,648.4304 = \$62,318.7504 \\
 &= 62,318.7504 / 2080 = \mathbf{\$29.9609}
 \end{aligned}$$

Maximum scheduled annual hours is **2928** (2080 + 848)

APPENDIX C
Productivity Enhancement Pay Schedule Sworn Fire MOU - FY26 - FY27

Year 1: Effective December 1, 2025

Sworn Fire less than 10 years completed

POSITION	Steps						
	1	2	3	4	5	6	7
Firefighter/EMT	1,617	1,699	1,785	1,877	1,971	2,071	2,174
Fire Engineer/EMT	2,401	2,524					
Fire Captain/EMT	2,785	2,926					

The calculation for amounts above is: Shift hourly wage X 3054 X 2.5% for members with less than 10 years completed with the City.

Sworn Fire 10 years or more completed

POSITION	Steps						
	1	2	3	4	5	6	7
Firefighter/EMT	3,234	3,398	3,570	3,754	3,942	4,142	4,348
Fire Engineer/EMT	4,802	5,047					
Fire Captain/EMT	5,569	5,852					

The calculation for amounts above is: Shift hourly wage X 3054 X 5.0% for members with 10 or more years completed with the City.

Year 2: Effective December 1, 2026

Sworn Fire less than 10 years completed

POSITION	Steps						
	1	2	3	4	5	6	7
Firefighter/EMT	1,674	1,759	1,847	1,943	2,040	2,144	2,250
Fire Engineer/EMT	2,485	2,612					
Fire Captain/EMT	2,882	3,029					

The calculation for amounts above is: Shift hourly wage X 3054 X 2.5% for members with less than 10 years completed with the City.

Sworn Fire 10 years or more completed

POSITION	Steps						
	1	2	3	4	5	6	7
Firefighter/EMT	3,348	3,518	3,694	3,886	4,080	4,288	4,500
Fire Engineer/EMT	4,970	5,224					
Fire Captain/EMT	5,764	6,057					

The calculation for amounts above is: Shift hourly wage X 3054 X 5.0% for members with 10 or more years completed with the City.

APPENDIX D

Productivity Enhancement Pay Schedule - Non-Sworn Fire MOU FY26-FY27

Year 1: Effective December 1, 2025

Non-sworn Fire less than 10 years completed

Steps

POSITION	1	2	3	4	5	6
Emergency Medical Technician	1,420	1,491	1,565	1,643		
Emergency Paramedic	1,643	1,725	1,811	1,902	1,997	2,096

The calculation for amounts above is: Shift hourly wage X 3054 X 2.5% for members with less than 10 years completed with the City.

Non-sworn Fire 10 years or more completed

Steps

POSITION	1	2	3	4	5	6
Emergency Medical Technician	2,840	2,982	3,130	3,286		
Emergency Paramedic	3,286	3,450	3,622	3,804	3,994	4,192

The calculation for amounts above is: Shift hourly wage X 3054 X 5.0% for members with 10 or more years completed with the City.

Year 2: Effective December 1, 2026

Non-sworn Fire less than 10 years completed

Steps

POSITION	1	2	3	4	5	6
Emergency Medical Technician	1,470	1,543	1,619	1,701		
Emergency Paramedic	1,701	1,785	1,874	1,969	2,067	2,170

The calculation for amounts above is: Shift hourly wage X 3054 X 2.5% for members with less than 10 years completed with the City.

Non-sworn Fire 10 years or more completed

Steps

POSITION	1	2	3	4	5	6
Emergency Medical Technician	2,940	3,086	3,238	3,402		
Emergency Paramedic	3,402	3,570	3,748	3,938	4,134	4,340

The calculation for amounts above is: Shift hourly wage X 3054 X 5.0% for members with 10 or more years completed with the City.