

**MEMORANDUM OF UNDERSTANDING**

**JULY 2020 THROUGH JUNE 2023**

**CITY OF PEORIA**

**AND**

**UNITED PHOENIX FIRE FIGHTERS ASSOCIATION LOCAL 493**

**REPRESENTING  
PEORIA FIRE FIGHTERS, FIRE ENGINEERS, FIRE CAPTAINS**

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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 employees comprising the Fire Fighter Unit; and

WHEREAS, the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or ordinances of the City of Peoria.

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

### **Article 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 so apply.

### **Article 2: Rights of the Parties**

#### 1. Rights of the Association

- a. The Association, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Fire Fighter Unit as determined by the Peoria City Code Chapter 6.
- b. Certain specified shift representatives of the Association have the right to paid release time under the Grievance Procedure herein as follows:
  - i. Up to two shift representatives (unless the City and the Association mutually agree to more) may, when the Association is designated in writing by a grievant, act as his representative, attend mutually scheduled Memorandum (MOU) grievance meetings and hearings with department representatives without loss of payer benefits. In no event will this paid release time be used for any other purpose, such as gathering information, interviewing the grievant or witnesses, or preparing a presentation.

- ii. The Association representative is required to obtain permission of his immediate supervisor to absent himself/herself from their duties to attend scheduled grievance meetings. A representative wishing to enter a work area for the purpose of investigating a formal grievance must first gain the permission of the work area supervisor. This permission will not be unreasonably withheld, giving proper consideration to essential work of the department and the occupational safety of the shift representative.
- c. The Association, through its designated representative, may distribute materials on the City premises (building and grounds) only before and after scheduled departmental activities designated by the Fire Chief.
  - i. The Association will, subject to operational and scheduling requirements, be allowed release time with pay up to a maximum of six hundred (600) hours per MOU year for duly elected officers, trustees, and members appointed by the President for specific committees to attend Association business and Board of Trustees meetings or to attend labor-related seminars and conventions. Union release time (URT) will be charged for any meeting requested by the Association, during their regular work shift, for discussions with, but not limited to, the Mayor, Council Members, City Manager, City Attorney, Department Directors, Managers, Supervisory employees.
  - ii. Any meeting requested by the City during their regular work shift, for discussions with, but not limited to, the Mayor, Council Members, City Manager, City Attorney, Department Directors, Managers, Supervisory employees, or Human Resources to discuss Association or other City business shall be considered "Union Release City" and tracked as "URC".
  - iii. Notice of events and names of members attending must be submitted to the Fire Chief or his designee by the Association within a reasonable amount of time in advance of the release time.
  - iv. Union Release Time (URT) will be charged against the bank of six hundred (600) hours in direct proportion to the number of straight time hours assigned for coverage of duty absences by the Fire Chief. If additional URT hours are needed, hours may be drawn from the subsequent year. However, any hours not used during an MOU year are not cumulative and shall not be available in subsequent years. In no instance, will hours greater than six hundred (600) per year be available for the term of this MOU.
  - v. Members assigned to the Association's Executive Team may voluntarily donate vacation hours to supplement URT during a given pay period once the

URT bank has been depleted . Once donated, hours may not be returned to the donor.

- d. The City will furnish to the Association on request, at actual cost, a listing of Association members of City payroll deduction in July and January during the term of this MOU indicating name, mailing address, and job assignment. The Association agrees to use this list solely for purposes of communicating with employee members and will not share this information with other individuals or organizations.
- e. The City will deduct biweekly an amount approved by the membership of the Association limited to regular and temporary membership dues pursuant to authorization on a form to be provided by the City, duly completed and signed by the Association member, and transmit such deductions to the Association on a monthly basis. The City will, at the request of the Association, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change . Requests for changes in the deduction amount will include the employee name, employee number, effective date and amount. The City will not make dues deduction for Unit employees on behalf of any other employee organization during the term of this Memorandum . The City assumes no liability on account of any action taken pursuant to this paragraph.
  - i. The Peoria Chapter President has the ability to increase or decrease the amount of membership dues one time each year for the members of the Employee Organization , in accordance with UPPFA L-493 by-laws, without obtaining the signature of each member of the Employee Organization . The Employee Organization will hold harmless the City of Peoria and all its representatives.
  - ii. All other payroll deductions can be increased with a ballot vote and a majority vote (50% + 1) of the Employee Organization. If a payroll deduction increase is approved by a membership vote , each member's paycheck deduction can be increased without obtaining each member's signature. Human Resources may request to review voting ballots, signature sheets and voting results.
- f. The City will provide bulletin boards designated by the City for posting of official Association literature that is not political in nature, abusive of any person or organization, or disruptive of the City's operations. In addition, the Association will be allowed reasonable use of the City's e-mail system to disseminate such information when necessary. Such announcements will not be political in nature, nor will they be abusive of any person or organization or disruptive of the City's operations.
- g. The City will provide the Association, upon request, non-confidential and readily available information concerning the employees, which is necessary to Association representatives for negotiations, and is not otherwise available to the Association, such as personnel

census, employee benefit data, and survey information. Such requests will be made to the Human Resources Director or his/her designee. Any usual costs incurred by the City in connection with this section will be borne by the Association.

- h. The Association will be allowed up to two (2) hours of URT to talk to and possibly sign new fire fighter recruits into the Association. This time will be allotted in conformance with regional practices. During such discussions, Association representative will avoid the dissemination of information, which is political in nature, abusive of any person or organization or disruptive of the Department's operations.
- i. The Employer agrees that non-employee officers and representative of the Association will have reasonable access to the premises of the Employer during working hours with advance notice to the Fire Chief and Human Resources Director (or their designees). Such visitations will be for the reasons of the administration of this MOU. The Association agrees that such activities will not interfere with the normal work duties of employees .

2. Management Rights

- a. The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and workforce performing those services.
- b. The City Manager and the Fire Chief have exclusive decision-making authority on matters not expressly modified by specific provisions of this Memorandum. Such decision-making will not in any way, directly or indirectly, be subject to the grievance procedure contained herein.
- c. The exclusive rights of the City will include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules consistent with law and the specific provisions of this Memorandum, to direct its employees, to take disciplinary action for proper cause, to relieve its employees from duty because of lack of work or other legitimate reasons, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interests of efficient service to the community. Nothing herein will be construed to diminish the rights of the City under City Code Chapter 6.

- d. The Association and the City mutually agree through the labor/management process to cooperate in achieving increased productivity for the mutual benefit of all concerned through better utilization of equipment, personnel and methods of work.
- e. The City agrees to establish a Labor-Management Committee. The creation and purview of this committee may be determined by the Correlating Committee. The Committee shall be co-chaired by one member of Management and one employee representative. The Fire Chief shall appoint the Management co-chair. The purpose of this Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and issues, which may include discussion of the implementation of new fire department programs or substantial modification of existing fire department programs that will have a significant impact on work schedules or duties of members.

The Committee may review and work together on any changes to Fire Department Operational Policies. The Big Five (Operations, Support Services, Human Resources, Emergency Medical, and Community Services) may address such issues, but not limited to: Deployment Decisions, Personnel Issues, Station Bidding, Special Events, and other Fire Medical policies, as mutually agreed upon for discussion.

3. Employee Rights

- a. All employees will have the right to have the Association serve as their "Meet and Confer" representatives as set forth in City Code Chapter 6 without discrimination based on membership or non-membership in the Association.
- b. Employees will have the right to be represented by the Association in dealings with the City concerning grievances as defined in this Memorandum (Article 16).
- c. Employees will have the right to present their own grievance in person.
- d. Any employee covered hereunder or his/her representative designated in written form, signed by the employee will, on request and by appointment, be permitted to examine his/her personnel file.
- e. No employee will have any adverse comments entered into his personnel file without being informed by a supervisor. If the employee requests, he/she may receive a copy of the adverse comment.
- f. Employees may, at their discretion, attach a statement of rebuttal within 30 calendar days to any material contained in their personnel file, which may be adverse in nature.

**Article 3: Wages**

1. The pay schedule set forth in Attachment A will be the pay schedule effective the first full pay period in July, which may or may not include July 1. Any employees below the minimum of the pay range for their classification will be moved to the beginning of the new pay range effective the first full pay period in July.

2. Core Service and Specialty Pay:

The Association recognizes the importance of the core services the Peoria Fire Medical Department provides to the citizens. The Association, in conjunction with the Department, will require all members to have and maintain a minimum level of Emergency Medical Technician (EMT) (BLS) in order to provide the base level of care as outlined in the City Charter, Department mission statements, and Standard Operating Procedures.

- a. In order to receive Core Service and/or Specialty assignment pay, employees must be assigned by the Fire Chief, must be certified, must complete all required hours of training, and must successfully pass any regular skills maintenance assessment administered or approved by the Fire Medical Department for all areas they hold, including but not limited to Paramedic, Hazmat, Rescue Swimmer, Technical Rescue, Toxicology medic, etc. Employees failing to maintain required technical skill level will forfeit their assignment pay until they can successfully retest or complete required training. Employees that do not have a specialty certification will receive priority to certify when a vacancy becomes available.
- b. Employees assigned as paramedics (ALS) will receive their regular pay rate plus specialty pay.
- c. Employees assigned to Special Operations/Technical Rescue (TRT) will receive their regular pay rate plus specialty pay.
- d. Employees assigned to the Hazmat (HAZ) team will receive their regular pay rate plus specialty pay.
- e. Employees assigned as Rescue Swimmers (RSB) will receive their regular pay plus specialty pay.
- f. Employees assigned as paramedics and Hazmat, Rescue Swimmer or TRT will receive their regular pay rate plus a maximum \$4.60 per hour assignment pay (\$6.44 day rate). This maximum is exclusive of toxicology (TOX) or bilingual (BIL). Employees carrying only the BLS may have up to two specialty certificates for a maximum of \$2.10 per hour assignment pay (\$2.94 day rate).

- g. Employees assigned as paramedics with toxicology certification (TOX) will receive specialty pay.
- h. Employees who successfully complete City-administered testing for reading and speaking in Spanish and routinely provide translation from Spanish to English will receive bilingual (BIL) specialty pay.

Core Service & Specialty Hourly Wage		
Core Service/ Specialty	56 hourly wage	40 hourly wage
Paramedic (ALS)	\$2.50	\$3.50
Hazmat (HAZ)	\$1.05	\$1.47
Rescue Swimmer (RSB)	\$1.05	\$1.47
Technical Rescue (TRJ)	\$1.05	\$1.47
Toxicology Medic (TOX)	\$0.12	\$0.17
Bilingual (BIL)	\$0.36	\$0.50

- 3. Employees who are eligible for assignment payments will be paid according to the pay formula, which entitles the employee to the maximum pay for the activity that yields the premium and/or differential. However, premiums may not be duplicated and employees may not be compensated in multiple, cumulative methods for the same premium.

Authorized Staffing per specialty are set by the Fire Chief and shall generally fall within the numbers as indicated below:

Technical Rescue:	Captains- 12	Engineers- 12	Firefighters- 18
Hazmat Technicians:	Captains- 6	Engineers- 6	Firefighters- 18
Rescue Swimmer:	Captains- 6	Engineers- 6	Firefighters- 12

- 4. Merit and Market Increases:
  - a. A full description of the negotiated wages and the wage scales are included as "Attachment A".
  - b. Merit Increases. The step/merit increases will be provided to eligible employees effective the beginning of the pay period in which their Anniversary date falls in each year. Employees will be eligible for step/merit increases to become effective pursuant to this Article according to the Personnel Administrative Regulations provided the performance rating is satisfactory or above. The review date will be adjusted if an

employee has an excess of thirty (30) continuous calendar days of unpaid leave . Employees who have reached the maximum salary step will not be eligible for additional merit increases. Nothing in this MOU will create eligibility or entitlement to a merit increase beyond what is expressly stated herein.

- c. Market Increases. Any market adjustment increase will be provided to all employees the first full pay period of July as described in Article 3.1 above.
5. Employees may accrue up to two hundred, thirty-four (234) hours of compensatory time. The use of compensatory time will be scheduled in accordance with department guidelines and procedures. Compensatory time will be counted as time worked for the calculation of overtime.
    - a. Employees may elect to have their FLSA overtime hours accumulated as compensatory time up to the maximum accumulation of 234 hours. Any employee wishing to elect this must submit a signed and dated notice to the Fire Chief by May 1<sup>st</sup> of any given year.
    - b. Once elected, this election will continue until the employee requests that the election terminate. To terminate this election, the employee must submit a written notice to the Fire Chief or his designee indicating his/her desire to discontinue this election .
  6. The employee will contribute one and one-half percent (1.5%) of their current salary to the City-designated Retiree Health Savings Account. In addition, the City will contribute \$25 per pay period for all employees to their Retiree Health Savings Account.

The Peoria Chapter President has the ability to increase the amount of RHS membership contribution one time during the life of the MOU, in accordance with UPFFA L-493 by-laws. The Employee Organization will hold harmless the City of Peoria and all its represent atives.

If an increase is approved through the membership, Human Resources shall be notified and it shall become effective during the first pay period after the system is successfully configured to the change. HR will provide the Association with at least 14 days' notice of the effective date.

7. For FY 21, the City will contribute \$42.50 per pay period to the employee's 457 Plan with a matching contribution from the employee. Beginning FY22, the City will contribute \$50 per pay period to the employee's 457 Plan with a matching contribution from the employee.

The employee match must be in total, no partial contributions shall be eligible for matching.

8. For the duration of this MOU only, the City shall make an annual lump sum payment on the first full pay period of October into the employee's 457 account/plan as follows:

Employees with 10 or more years of services as of September 30 each year of this MOU shall receive \$250.00;

Employees with 15 or more years of service as of September 30 each year of this MOU shall receive \$500.00;

Employees with 20 or more years of service as of September 30 each year of this MOU shall receive \$750.00.

Any employee wishing to opt out of the 457 contribution and receive a cash payment for reasons of meeting or anticipating meeting the limits of the 457 account must submit the appropriate form to Human Resources no later than 30 days prior to the scheduled distribution.

#### **Article 4: Hours of Work**

The daily work hours and weekly shift schedules of Fire Unit personnel will be determined by the Fire Chief. Duty hours of shift personnel will continue to average fifty-six (56) hours per week.

Staff positions will be forty (40) hour positions.

The Fire Chief has the discretion to determine or make changes to the daily work hours and weekly schedule for shift, day, and staff assignments. Hours of work will stay consistent with outlined average hours of work per week of either fifty-six (56) or forty (40). When practical, an employee that is required to change shifts will be given a reasonable notice.

Shift Assignment - Any member that is assigned to one of the dedicated daily operating apparatus (such as Engines, Ladders, Rescues, etc.) that averages fifty-six (56) hours per week or two thousand nine hundred and twelve (2912) hours in a year.

Day Assignment - Any member that is assigned to an apparatus (such as Engines, Ladders, Rescues, ARVs, etc.) that operates on a standard schedule of forty (40) hours per week or two thousand and eighty (2080) hours in a year.

Staff Assignments - Any member assigned to Fire Medical Administration or Special Assignment in the position of Training Captain, EMS Captain, or PIO (or additional positions as described in Article 10) and works forty (40) hours per week or two thousand and eighty (2080) hours in a year.

**Article 5: Shift Trades**

Absence with Relief (AWR's/shift trades) are designed to allow shift members a means of obtaining additional time off in the absence of sufficient vacation leave and/or to allow additional employees off without creating overtime. Two employees may be granted the opportunity to exchange shifts in accordance with Department Policy and Procedures (SOP 101.14). Shift exchanges will not qualify an employee for premium overtime payment. All shift exchanges are subject to the approval of the Fire Chief or his designee and will be in conformance with regulations issued by the Fire Chief.

**Article 6: Holiday Benefits**

1. For employee personnel on a 40-hour workweek schedule the following will apply:

New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Thanksgiving	Day after Thanksgiving
Christmas Day	December 25

Whenever a holiday falls on a normal scheduled day off (generally Friday, Saturday, Sunday), the employee will be paid 8 hours holiday pay at straight time .

If a 56-hour employee is assigned to a 40-hour shift and is required by the Fire Chief to work on a designated holiday, that employee will be paid at 1.5 times their 40-hour regular rate of pay for the hours worked.

2. Employees assigned to a 56-hour workweek schedule will receive 11.2 hours holiday pay in the pay period with a holiday as listed in Article 6.

**Article 7: Life Insurance**

The City will provide life and dismemberment insurance coverage in the amount of two thousand dollars (\$2,000) for each one thousand dollars (\$1,000) of employee current annual salary, rounded to the nearest thousand dollars of the employee's pay range step.

**Article 8: Health and Dental Insurance**

1. The City will continue to offer health insurance under City approved plan(s) for employees and their qualified dependents.
2. The City will continue to offer a City approved dental plan for employees and their qualified dependents.
3. The City will provide a designated medical and dental employee only premium paid at 100%.
4. The City agrees to pay a percentage of the cost for dependent health and dental premiums as established annually by City Council or their designee.
5. The City agrees to involve an Association designee to participate in the Healthcare Task Force.

**Rio Vista Membership:**

In an effort to promote healthy lifestyles, free Rio Vista Memberships are available to employees, members of their household, or dependents as identified as enrollees in the City's health plan for the term of this contract. Free Rio Vista Memberships will not continue beyond the term limit of this MOU unless the parties mutually agree to do so in a successor agreement.

- Memberships may not be waived in exchange for any other compensation.
- Memberships are not transferrable to non-eligible persons.
- The City will not substitute paid memberships at other fitness centers, gyms or recreation centers in lieu of membership at Rio Vista
- The value of memberships is taxable to both the City and the Employee and taxes will be deducted from the employee's paycheck at monthly intervals.

**Article 9: Overtime**

**56-Hour Employees**

Overtime will be worked and will be allowed if assigned by the Fire Chief or his designees. Overtime will be calculated and paid at one and one-half (1.5) times the regular rate of pay for all hours worked in excess of one hundred six (106) in a fourteen (14) day work period.

Paid vacation, paid sick leave, paid military leave, paid bereavement leave, Holiday Leave Bank and paid personal leave day will be counted as hours worked for credit toward overtime calculations .

In the event the state of Arizona or the United States imposes upon the City any additional form of leave, paid or unpaid, for purposes of family or child assistance, such leave will not be considered as time worked for purposes of the regularly scheduled workweek.

Any employees working overtime assigned by the Fire Chief or Designee in another assignment (Fifty-six (56) versus forty (40) hour) shall be compensated at one and one-half (1.5) times their regular rate, with all components of pay included, for all hours worked above their normal shift schedule as outlined below.

40 hour versus 56 hour Overtime Rate Agreements:

#### 56 Hour Overtime Rate

Fifty-six (56) hour overtime pay rate shall be utilized for all constant staffing, either full or partial, on dedicated daily operating apparatus such as (Engines, Ladders, Rescues, LA Units, Part-Time Units, etc.) and events that require members to provide their structural firefighting gear (such as the July 3<sup>rd</sup> & 4<sup>th</sup> Events).

Members authorized to work a shift in excess of their regularly scheduled shift will receive overtime for all hours worked over 96 hours, at the 56-hour regular rate of pay. If the City is not able to configure the HRIS/Payroll system appropriately, the "Equalization Pay" (refer to Attachment B) structure will continue until such time as it can be configured with at least 90 days' notice to the Association before the change in process occurs.

#### 40 Hour Overtime Rate

Forty (40) hour overtime pay rate shall be utilized for all staffing assignments, either full or partial, outside of daily operating apparatus such as (Special Events, Staff Assignments, etc.) where structural firefighting gear is not required.

#### **Article 10: Working Out Of Class**

1. Any member assigned, by the Fire Chief or his Designee, to any specifically designated Staff Assignment (40 hour) will receive an additional (5%) assignment pay. This includes the EMS Captain, Training Captain, and Public Information Officer (PIO) as well as any other position that may be approved by the Fire Chief and the HR Director or their designees.
2. Any member assigned, by the Fire Chief or his Designee, to any Shift Assignment (56 hour) will receive an additional (5%) assignment pay or the base wage of the job assigned (whichever is greater) for working in a higher capacity outside of normal operational requirements.

Employees will be eligible after successfully completing probation and a Working Out of Class (WOOC) workbook. Employees successfully passing a promotional exam and maintaining a certification through annual testing will be eligible to WOOC.

- i. 4.5 years of service is required to be eligible to WOOC as a Captain along with successful completion of the Engineer WOOC book and additional mandated training. To WOOC as a Battalion Chief the above is required with additional mandated training and procedures as outlined through the Battalion Chief WOOC Program.
- ii. Upon successful completion of the workbook, the Training Division will be notified and a test will be scheduled. Successful completion of the test, the employee's classification status will be updated.
- iii. Any employee that fails a promotional exam, while eligible to WOOC in any rank for which they are testing, will be referred for review and additional training. When the additional training has been successfully completed, the employee's eligibility status will be reinstated.
- iv. Employees must recertify annually for firefighter basic skills and all positions previously qualified to WOOC during the third quarter MCS evaluations. Any employee that has not been qualified to WOOC for a period greater than one year must re-qualify through the Fire Department's program or promotional testing.

Employees may request to have their WOOC status removed at any time. Following the change in status an employee will be required to wait one year to reapply for WOOC status.

Time worked in a higher classification will not be credited toward the completion of probationary requirements in the higher classification.

1. Light Duty personnel and those in departmental training will receive their normal 56-hour rate of pay.
2. Employees assigned by management to any Day, Staff Assignment, or Light Duty (40 hour) will utilize the 1.4583 multiplier to calculate new base pay rate, if such assignment is to exceed two consecutive pay periods and will continue to receive such assignment pay for the duration of such assignment. This multiplier will capture all hours of FLSA and straight pay contained within the terms of the contract.

**Article 11: Callback Pay**

Callback time will be a minimum of two (2) hours at one and one-half (1.5) times the employee's regular rate of pay after the first seven (7) minutes, calculated to the nearest one-quarter (1/4) hour.

**Article 12: Uniform, Clothing and Equipment Allowance**

Employees will receive one thousand dollars (\$1,000) per annum for reimbursement of reasonable expense for cost, maintenance and cleaning of -uniforms, clothing, and equipment. Five hundred dollars (\$500) will be paid on or about August 1 and February 1 of each MOU year. Upon successful completion of the Academy, new recruits shall receive the entire first year payment. They shall not receive the next regularly scheduled payment, but then shall resume on regular bi-annual payments forward.

**Article 13: Paid and Unpaid Leaves**

1. Vacation Leave

All full-time employees will earn vacation leave as outlined in the following schedule:

PFFA Vacation Accrual Schedule			
Years of Employment	Annual	56 - hr	40 hr
0 - 3.99	120	04:37:00	03:18:00
4 - 8.99	134	05:10:00	03:41:00
9 - 13.99	168	06:28:00	04:37:00
14 - 18.99	224	08:37:00	06:10:00
19+	272	10:28:00	07:29:00

To convert leave banks from 56-hour accruals to the equivalent 40-hour accruals (and vice-versa): Multiply (or divide) each category of leave (sick, vacation, comp) by 1.4 to calculate new leave accrual balances.

2. Employees will be allowed to accrue maximum vacation leave up to 544 hours as of December 31<sup>st</sup> each year. All vacation time above the maximum limits as of December 31<sup>st</sup> each year will be forfeited.

3. Vacation Conversion to Cash

Employees may request direct payment of accrued vacation hours under either of the following provisions:

a. In June and December of each year, employees with five (5) years of service may convert up to ninety-six (96) hours of accrued vacation to direct pay. Employees must maintain a minimum balance of ninety-six (96) hours of accrued vacation to be eligible for this benefit.

b. Employees with ten (10) years of service may elect to receive all vacation accrual in a fiscal year as direct pay to be paid in the same pay period the vacation would have normally been accrued. Employees must have a minimum balance of ninety-six (96) hours of vacation to be eligible for this benefit. Employees must request this option no later than June 15 of any given year to be implemented for the following fiscal year.

4. Sick Leave

a. A full-time employee will be entitled to paid sick leave. Employees working 56-hour workweeks will accrue sick leave at the rate of 11.166 hours each complete calendar month of work (134 hours per year). Employees working 40-hour workweeks will accrue sick leave at the rate of 8 hours each completed calendar month of work.

5. Sick Leave Conversion at Retirement

Upon retirement from City service, as defined by eligibility to receive PSPRS retirement benefits, including disability retirement, will be eligible to convert all accumulated sick leave to regular straight-time pay at an amount equal to 50% of all hours up to 1,400 hours. Any accumulated hours in excess of 1,400 shall be paid at 100%. This payment shall be deposited into the employees 457 Plan until such time the statutory limit has been reached, and then it shall be paid directly to the retiree. The employee may elect to be paid out sick leave directly, upon written notice to Human Resources no later than two weeks prior to the last day of employment.

6. Leave of Absence without Pay

- a. Leave of absence without pay may be granted to regular employees, upon written request, for a period not to exceed ninety (90) days by the City Manager. Upon expiration of leave of absence without pay, the employees will return to work in the position held at the time that leave was granted.
- b. Failure, without good cause of the employee on leave, to report promptly when leave has expired will be considered as a resignation. There will be no accrual of sick leave or vacation leave while on leave of absence without pay.

7. Industrial Leave

Industrial leave is defined as leave necessitated by an injury or condition sustained through employment with the City, one which requires leave for treatment and/or recuperation as determined by a licensed physician.

Industrial leave is not accrued, but is available through the State Industrial Commission or the City's Employee Benefit Trust in conjunction with the state law and City policy.

a. Job Related Injury:

Job related personal injuries to employees must be reported to their immediate supervisor, absent extenuating circumstances, within twenty-four (24) hours of the time the accident occurred. The City has the right to request that an employee injured on the job seek medical assistance from a doctor of the City's choice.

- i. Industrial leave is authorized through the State Industrial Commission or the Employee Benefit Trust.
- ii. While on industrial leave, no sick leave, vacation leave, compensatory leave, or any other paid leave will be charged to the employee.
- iii. While on industrial leave, the employee will remain in full pay status accumulating all benefits due to him/her.
- iv. An employee may remain on industrial leave for 180 calendar days at which time an evaluation will be made, upon the recommendation of a City authorized physician as to whether the employee will be able to return to work performing the essential functions of their job, with or without a reasonable accommodation.

b. Industrial Leave - Benefits:

- i. The employee will remain in a full paid status regardless of when the injury occurred. Subsequent adjustments to the employee's earnings will be made to

account for the non-taxable income attributable to the statutory amount as determined by the Arizona State Worker s' Compensation Fund.

- ii. If a compensable claim is processed through the Arizona State Compensation Fund , a check is issued to the employee and must be endorsed back to the Cit y.
- iii. If the claim is determined not to be compensable, the employee may appeal the decision to the Industrial Commission of the State of Arizona for final disposit ion .

c. Limited Duty Assignment:

- i. When able, the City may provide limited duty assignments for full-time and regular part-time employees who are unable to perform their normal duty assignments due to temporary injuries, physical or mental, that have occurred on duty. The employee may receive pay equivalent to the classification of the limited duty assignment .
- ii. The limited duty assignment will not exceed a period of 90 calendar days, unless to do so would be in the best interest of the City. Any extension of the 90 calendar days will be subject to the approval of the City Manager or his designee.
  - 1. If a City-authorized physician determines that the employee is no longer able to perform the essential functions of their same job after a disability occurs, the employee will be considered for other job openings for which the employee is qualified and for which the employee is able to perform, with or without a reasonable accommodations, provided the disability is covered under the Americans with Disabilities Act .
  - 2. If a City-authorized physician determines that the employee is no longer able to perform the essential functions of their same job or any vacant job within the City, with or without reasonable accommodation, the employee may be separated from the City employment through an eligible retirement or disability process. If a determination has not been made by the 180<sup>th</sup> calendar day of industrial leave, an evaluation\_ will be made as to whether or not the employee will be separated from the City or remain on leave status.
  - 3. When released to full or light duty the employee is no longer on industrial leave. Any prescribed follow-up care during regular scheduled work hours will be charged to industrial leave. Industrial Leave that is taken specifically for follow-up care resulting from a work related injury will not be counted toward any calculations of excessive absences for the purpose of evaluations or disciplinary action.

- d. This MOU shall not be construed to require the City to take any actions to create a position for light duty or limited duty assignments, beyond those which are deemed reasonable under the Americans with Disabilities Act.

The City of Peoria may require an employee to submit to an Independent Medical Exam (IME) or Second Opinion to determine fitness for return to duty, ability to perform essential functions of a job when conflicting results are received from medical personnel, or when job related illness or injuries prevent an employee from his/her job. This process is initiated by the City's designated Industrial Carrier with involvement by the Fire Chief, the Human Resources Director, and employee .

#### 8. Bereavement Leave

- a. Upon being notified of the death of a relative of an employee , the employee may be granted Bereavement Leave to attend the funeral, memorial service, or similar event commemorating the life of the deceased, held within thirty (30) days following the death. These hours shall not be chargeable to vacation or sick leave. Any additional hours beyond the limit may be charged to the employee's accrued compensatory, personal, or vacation leave upon approval by the Fire Chief.
- b. Full-time and regular part-time employees will be entitled to Bereavement Leave in the following manner:
  - i. Firefighters working 24-hour shifts will be entitled to use up to forty-eight (48) hours bereavement.
- c. Calculation of Bereavement Leave shall be based on the number of hours in the employee's regularly scheduled workday .
- d. Bereavement Leave shall be allowed in the case of death of relative . There shall be no accrual of Bereavement Leave and any unused amounts shall automatically be forfeited when the employee returns to work. Upon retirement or termination of employment, compensation shall not be paid for unused Bereavement Leave .
- e. Relative shall mean any individual related to an employee by blood or marriage within the third degree, including step relationships. Relative shall also mean any individual named in an affidavit of domestic relationship filed with the Human Resources Department by an employee or minor for whom the employee serves as the guardian or conservator.
- f. For the purposes of the Bereavement Leave article, the definition of relative is established through marriage or by affidavit of domestic relationship and shall terminate

upon death, divorce or termination of the marriage and/or domestic partner affidavit filed with the Human Resources Department.

**First Degree Relative:** spouse or domestic partner, mother, father, daughter, son, full sister, full brother.

**Second Degree Relative:** grandmother, grandfather, granddaughter, grandson, aunt, uncle, niece, nephew, half-sister, half-brother .

**Third Degree Relative:** great grandmother, great grandfather, great granddaughter, great grandson, great aunt, great uncle, first female cousin, first male cousin, grandniece, grandnephew.

#### 9. Personal Leave

Employees will receive two (2) days of personal leave each calendar year which is not cumulative and not carried over from one (1) calendar year (as defined by pay periods) to the next calendar year. When used, this personal leave will be deducted in quarter-hour increments. The total hourly amount for the leave will be based on the employee's regular scheduled workday; a total of forty-eight (48) hours per year for employees assigned to work twenty-four (24) hour shifts and a total of sixteen (16) hours per year for employees assigned to work eight (8) hour shifts and a total of twenty (20) hours per year for employees assigned to work ten (10) hour shifts. Employees are required to request such leave ten (10) days in advance. Exceptions to the notice requirement may be made at the discretion of the Fire Chief or his/her designee.

#### 10. Holiday Leave Bank

In addition to the designated holidays above, the employees will receive one (1) day of floating holiday each calendar year which is not cumulative and not carried over from one calendar year (as defined by pay periods) to the next calendar year. The floating holiday will be placed in a floating holiday leave bank, and the member must be employed on January 1st in order to receive this benefit . The floating holiday can be used in one-hour increments. The total hourly amount for the leave will be based on the employee's regularly scheduled workday; (24) hours per year for employees assigned to work a fifty -six (56) hour shift and a total of ten (10) hours per year for employees assigned to work ten (10) hour shifts. This holiday leave bank will be counted as time worked.

For the duration of this MOU only, the employees will receive one additional floating holiday as described above, for each year of this MOU.

**Article 14: Staffing**

1. The Fire Department will staff all engine and ladder companies with a minimum of four employee members in accordance with the provisions of the Article.
2. The City will have in place a Fire Department Constant Staffing Standard Operating Procedure. The Operating Procedure will outline the method of assigning constant staffing opportunities, minimum and maximum number of hours assigned, and constant staffing assignment for pre-scheduled and unscheduled leave.
3. The Standard Operating Procedure will be developed by a joint Labor-Management committee. The Standard Operating Procedure will not be altered or modified without first discussing the proposed changes with the Labor -M anagement Committee. The Constant Staffing Procedure may be reviewed as resources or operational requirements warrant at the request of any member of the Labor-Management Committee.
4. No more than fifty percent {50%} of the units designated as four-position constant staffed units will operate at a reduced three-member level at any one time.
5. The minimum staffing provisions of this Article will be subject to:  
The maintenance of designate four-position constant staffed units will not degrade or otherwise adversely impact the financial integrity of the Fire Department overtime budget, resulting in increased cost to the City.

**Article 15: Health and Safety Committee**

A Fire Department Safety Committee will be established in accordance with department policy to address safety issues including, but not limited to, NFPA 1500, OSHA, City, and department regulations. This policy will not be modified without consulting the Labor-Management Committee.

**Article 16: Grievance Procedure**

1. The City and the Association agree that the procedure provided in this MOU will be the sole and complete remedy for grievances under this MOU. Grievances on issues outside the terms of this MOU may not be grieved under the provisions of this MOU. Grievances on issues contained in the Personnel Administrative Regulations will be processed in accordance with the Personnel Administrative Grievance procedure.

## 2. Informal Resolution

- a. It is the responsibility of employees who believe that they have a bona fide complaint concerning violation of the MOU to promptly inform and discuss it with their Battalion Chief in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.
- b. If such informal discussion does not resolve the problem to the employee's satisfaction, and if the complaint constitutes a grievance as herein defined, the employee may file a formal grievance in accordance with the following procedure:

## 3. Definition of Grievance

A "grievance" is a written allegation by an employee, submitted in a timely manner in accordance with this provision, alleging specific violations of the terms of this MOU. The grievance will identify the article or articles of the MOU which are alleged to be violated and the specific remedy requested. Failure to identify the said article or articles of the MOU and the specific remedy will automatically terminate the grievance .

## 4. Procedure

In processing a formal grievance, the following procedure will apply:

The employee will reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by the City, and submit it to his/her Battalion Chief with a copy to Human Resources as designated by the City within fourteen (14) calendar days of the initial commencement of the occurrence being grieved. Either party may then request a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. The supervisor will, within fourteen (14) calendar days of having received the written grievance, or such meeting, whichever is later, the second level or review will submit his/her response in writing to the grievant and the grievant's representative, if any.

If the response of the first level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the form and presenting it to the Deputy Fire Chief with a copy to Human Resources within seven (7) calendar days of the grievant's receipt of the level one response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held.

Within twenty-one (21) calendar days of having received the written grievance, or the meeting, whichever is later, the second level of review will submit his/her response to the grievance to the grievant and the grievant's representative, if any.

#### Step 3

If the response of the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the form and presenting it to the Fire Chief with a copy to Human Resources within seven (7) calendar days of the grievant's receipt of the level two response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within twenty-one (21) calendar days of having received the written grievance, or the meeting, whichever is later, the third level of review will submit his/her response to the grievance to the grievant and the grievant's representative, if any.

#### Step 4: Grievance Committee

If the response of the third level of review does not result in resolution of the grievance, the grievant and the Association may submit the grievance to Human Resources to coordinate a Grievance Committee review and recommendation within seven (7) calendar days of the receipt of the level three response. The Grievance Committee will include two (2) representatives of the City Manager who were on the negotiating committee and two (2) representatives of the Association who were on the negotiating committee. These four (4) individuals will review the grievance and make a recommendation for resolution of the grievance, within fourteen (14) calendar days of having received the appeal.

#### Step 5: Arbitration

If the response of the fourth level of review does not result in resolution of the grievance, the grievant and the Association may jointly invoke the Step 4 procedure. Department management and the grievant, or their designated representatives, will agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties will, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person will then become the arbitrator. The arbitrator so selected will hold a hearing as expeditiously as possible at a time and place convenient to the parties, and will be bound by the following:

- a. The arbitrator will not add to, detract from or modify the language of the MOU or of Department rules and regulations in considering any issue properly before him/her.

- b. The arbitrator will expressly confine himself/herself to the precise issues submitted to him/her and will have no authority to consider any other issue not so submitted to him/her.
- c. The arbitrator will be bound by applicable State and City law .
- d. The arbitrator will, within thirty (30) days from the close of the arbitration hearing, submit a recommendation to both parties.
- e. The costs of the arbitrator and any other mutually incurred costs will be borne equally by the parties.

#### Step 6

If Step 5 does not resolve the grievance, either party may submit the grievance to the City Manager. The City Manager may accept, modify or reject the arbitrator's recommendation and will submit this decision in writing to the grievant and his designated representative within twenty (20) calendar days of receipt off the written arbitrator's recommendation.

#### 5. Time Limits

Failure of Department representatives to comply with time limits specified in Step 1 and 2 will entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits will constitute abandonment of the grievance. Except, however, the parties may extend time limits by mutual written agreement in advance.

#### **Article 17: Prohibition of Strikes and Lockouts**

The Association pledges to maintain unimpaired firefighting and related support services as directed by the Fire Chief. It will not cause, condone, counsel, or permit its members, or employees, or any of them, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the Department.

#### **Article 18: Fiscal Crisis**

The parties to this MOU acknowledge that in the event of a fiscal crisis the City may request the employee organization to modify this Memorandum of Understanding for the purpose of including alternatives to temporary reductions in force or the permanent elimination of positions in City employment.

The term fiscal crisis will mean an event followed by a declaration of emergency by the City and may include loss of state revenues; reduction in City sales tax revenues or an emergency increase in expenditures not included in the regular City budget.

The City will provide the Association with a request to reopen the Memorandum specifying the specific actions requested. The Association will have ten (10) days to accept or reject the request. If the employee organization accepts the request, the process will be in a manner as close as practicable to the Meet and Confer process. If the Association rejects the request, the City may take any actions legally permitted under state law, City's charter, code, and ordinances.

**Article 19: Savings Clause**

1. If any Article or Section of this Memorandum should be held invalid by operation of law or by final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum will not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them, will meet and confer to endeavor to agree on a substitute provision, or that such a substitute provision is not indicated.
2. It is recognized by the parties that the provisions of the Fair Labor Standards Act are currently applicable to certain wage and premium pay provisions of this MOU, and that this MOU will be administered in compliance with the FLSA for so long as the Act is applicable .
3. It is understood by the parties that the benefits provided by this MOU in Articles pertaining to Association Rights, Employee Rights, Grievance Procedure and Articles constituting labor management joint endeavors conducted under this MOU will not be interpreted as requiring the Employer to count as time worked any hours or fractions thereof spent outside the employee's work shift in pursuit of such benefits.

**Article 20: Term and Effect**

1. This Memorandum of Understanding will remain in full force effect commencing on July 1, 2020 and terminating on June 30, 2023.
2. The City will not be required to meet and confer concerning any other matters, covered or not covered herein, during the term of this Memorandum .
3. This Memorandum constitutes the total and entire agreement between the parties and no verbal statement will supersede any of its provisions.

**ARTICLE 21: DROP Program**

This program is open to those employees who qualify for the Public Safety Personnel Retirement System's Deferred Retirement Option Plan (DROP) as defined under Arizona Revised Statutes Title 38, Chapter 5, Article 4.

- i. A city deferred retirement option plan is established for those employees who become members of the system before January 1, 2012. The purpose of the city's deferred retirement option plan is to provide members access to an enhanced retirement benefit in addition to their normal retirement benefit on actual retirement.
- ii. The city shall offer the PSPRS Deferred Retirement Option Plan (DROP) to eligible members on a voluntary and irrevocable basis at time of election and acceptance by the local retirement board into the Public Safety Retirement's deferred option plan.
- iii. Eligibility and Participation:  
Members who elect to participate in the city's deferred retirement option plan (DROP) are eligible to participate in the 457 deferred compensation incentive program as established by the city . Upon entry into DROP, the decision to enroll or waive in the incentive program is voluntary and irrevocable during the DROP period and must be made at time of entering into DROP.

**DROP 1:**

The City will discontinue the employee and employer's contributions into the PSPRS as defined by the rules of the DROP program.

If the employee elects to participate in the 457 incentive program by putting in at least 7.65%, the City will also contribute 7.65% into the employee's 457 account .

The combined employee and employer contributions to the city's 457 deferred compensation incentive program may not exceed the statutory limits of the plan set forth each year by the IRS . Contributions made to the city's 457 deferred compensation incentive program as required by this MOU are subject to the normal distribution requirements of the plan. The contributions made into the plan are contributed tax deferred until distribution of the funds occurs. Upon distribution the funds become taxable to the employee.

Contributions to the city's 457 deferred compensation accounts will cease once an employee retires from the city and/or reaches the maximum duration of participation in the Public Safety Retirement's deferred retirement option plan.

IN WITNESS WHEREOF, the parties have set their hand this day of December, 2019.

CITY OF PEORIA

UNITED PHOENIX FIRE FIGHTERS  
ASSOCIATION  
LOCAL 493

By:

By:

  
Jeff Tyne  
City Manager



Hunter Clare, Captain  
Vice President, PFFA

  
Van Hickman  
City Attorney



Chad Kartman, Captain  
Representative, PFFA

  
Andy Gran  
Deputy City Manager



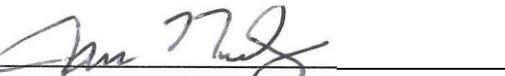
Ben Bernes, Captain  
Representative, PFFA

   
Christine Nickel  
Human Resources Director



Justin Gorospe, Captain  
Representative, PFFA

  
Jede Gaetz  
Deputy Human Resources Director



James Neely, Captain  
Representative, PFFA

ATTEST:

  
Rhonda Geriminsky  
City Clerk



ATTACHMENT A  
Wages and Wage Scale

FIREFIGHTER							
1.00%/2.00% Market			1.00%/2.00% Market			1.00%/1.50% Market	
FY 21 Steps	FY 21 Hourly Rate		FY 22 Steps	FY 22 Hourly Rates		FY 23 Steps	FY 30 Hourly Rates
1	\$17.6271		1	\$17.8034		1	\$17.9814
2	\$18.5195		2	\$18.9047		2	\$18.8917
3	\$19.4570		3	\$19.6516		3	\$19.8481
4	\$20.4420		4	\$20.6464		4	\$20.8529
5	\$21.4769		5	\$21.6917		5	\$21.9086
6	\$23.9958		6	\$24.4757		6	\$24.8429
FIRE ENGINEER							
0.00%/Add 3.00% Step			0.00%/2.00% Market			0.00%/2.25% Market	
FY21 Steps	FY 21 Hourly Rate		FY 22 Steps	FY 22 Hourly Rates		FY 23 Steps	FY 23 Hourly Rates
1	\$25.8692		1	\$25.8692		1	\$25.8692
2	\$26.6453		2	\$27.1782		2	\$27.7897
FIRE CAPTAIN							
1.00%/2.00% Market			1.00%/2.00% Market			1.00%/1.50% Market	
FY 21 Steps	FY 21 Hourly Rate		FY 22 Steps	FY 22 Hourly Rates		FY 23 Steps	FY 23 Hourly Rates
1	\$28.7308		1	\$29.0181		1	\$29.3083
2	\$32.1004		2	\$32.7424		2	\$33.2336

\*Fire Recruits will continue to be hired at the rate of: \$16.43 per hour. Uniforms will be provided upon agreement of the Department. Fire Recruits are not eligible to be represented hence this information is included for reference only and not negotiable.

Year 1: Firefighters on Step 1- 5 will receive a 1% market adjustment increase;  
Firefighters on Step 6 (top step) will receive a 2% market adjustment increase.

Fire Engineers will have a second step added at 3% from Step 1.

Fire Captains shall eliminate Step 1 from the range;  
Fire Captains will have a 1% market adjustment to the "new" Step 1;  
Fire Captains on Step 2 (top step) will have a 2% market adjustment increase.

Year 2: Firefighters on Step 1- 5 will receive a 1% market adjustment increase;  
Firefighters on Step 6 (top step) will receive a 2% market adjustment increase.

Fire Engineers on Step 2 (top step) will receive a 2% market adjustment increase.

Fire Captains at Step 1 will receive a 1% market adjustment increase;  
Fire Captains at Step 2 (top step) will receive a 2% market adjustment increase.

Year 3: Firefighters on Step 1- 5 will receive a 1% market adjustment increase;  
Firefighters on Step 6 (top step) will receive a 1.5% market adjustment increase.

Fire Engineers on Step 2 (top step) will receive a 2.25% market adjustment increase.

Fire Captains at Step 1 will receive a 1% market adjustment increase;  
Fire Captains at Step 2 (top step) will receive a 1.5% market adjustment increase.

Upon graduation from the Fire Academy, new Firefighters will move to Step 1 of the Firefighter pay plan. Upon six months after graduation from the Academy, and acceptable performance, new Firefighters will move to step 2 of the Firefighter pay plan. With acceptable performance, Firefighters will move to Step 3 of the Firefighter pay plan six months after moving to Step 2. Their anniversary will be moved to the Step 3 date. The adjusted date becomes their anniversary date for further reviews and step increases. Upon 1 year after graduation from the Academy, new Firefighters will receive confirmation whether they have passed their 12-month probation as Firefighters.

Upon promotion, Fire Engineers will be placed at Step 1 of the Fire Engineer pay plan. Upon acceptable performance, they will move to Step 2 one year after moving to Step 1.

Upon promotion, Captains will be placed at Step 1 of the Captain Pay plan. Upon acceptable performance, they will move to Step 2 one year after moving to Step 1.

ATTACHMENT "B"  
Pay Equalization Compensatory Time Program

**Article 9: Overtime: 56 Hour Overtime Rate**

The above article describes authorization for overtime when working in excess of a regularly scheduled shift. This will-eliminate the "Pay Equalization Compensatory Time Program" as described in this Attachment. However, in the event the City is not able to configure the HRIS/Payroll system appropriately, this Attachment shall remain in effect until such time as it can be configured with at least 90 days' notice to the Association.

In recognition of historic discussions with the City regarding application of FLSA requirements, the following program was agreed upon:

In the event the Firefighters on 56-hour shifts will bank comp time during the work periods when they work 120 hours, and use this banked time to "normalize" their pay to be the equivalent of what they would get paid for 112 hours of work (106 hours regular time+ 6 hours at time and a half, equaling 115 hours at straight time). This will be a regularly recurring action programmed into the Telestaff scheduling system. If this action is not regularly recurring, the additional pay over the actual hours worked may not count towards public safety retirement.

The amount of time to be banked, or used, will vary based on whether the employee chooses to be paid overtime or chooses to bank comp time for overtime worked.

Below is an **example** of how this works for employees who are paid overtime:

Scheduled Hours	Regular	OT worked	Comp Time Earned (EqPay)	OT Paid	EqPay Comp Used	EqPay Comp Balance
						0
120	106	14	9.5	7.67		9.5
120	106	14	9.5	7.67		19
96	96				19	0

Below is an example of how this works for employees who bank compensatory time:

Scheduled Hours	Regular	OT worked	Comp Time Earned (EqPay)	Comp Time Earned (COMP)	EqPay Comp to Comp Time	EqPay Comp used	EqPay Comp Balance
							0
120	106	14	9.5	11.5			9.5
120	106	14	9.5	11.5			19
96	96				9	10	0