

MEMORANDUM OF UNDERSTANDING

JULY 1, 2013 THROUGH JUNE 30, 2015

CITY OF GOODYEAR

AND

UNITED GOODYEAR FIREFIGHTERS LOCAL 4005



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 employees 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 its Employee Personnel Policies;

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

Article I: Gender

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

Article 2: Grievance/Mediation/Labor Management

Section I: Grievance Procedures

A. Informal Resolution

1. It is the responsibility of employee who believes that they have a legitimate complaint concerning their working conditions to promptly inform and discuss it with their immediate supervisor in order to, in a good faith endeavor, clarify the matter expeditiously and informally at the employee-immediate supervisor level.
2. 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 has the right file a formal grievance in accordance with the following procedure.

B. Definitions

1. A "Grievance" is a written allegation, submitted as herein specified, claiming violation(s) of the specific express terms of this Memorandum for which there is no Civil Service or other specific method of review provided by State or City law.
2. For the purposes of this section, a “Grievant’s Representative” is defined as a member of the Union currently employed by the City.

- C. All documentation throughout the grievance process shall be submitted to Human Resources
- D. Procedure in processing a formal grievance, the following procedure shall apply:

Step 1

The grievant shall reduce his/her grievance to writing by signing and completing all parts of the City Memo Document, and submit it to his/her shift trustee as designated by the Union and submitted to the Fire Department's Business Partner in HR within twelve (12) calendar days of the initial commencement of the occurrence being grieved. Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held. The shift BC shall, within six (6) calendar days of having received the written grievance of such meeting, whichever is later, submit their response thereto in writing to the grievant and the grievant representative, if any, as to the resolution of the submitted grievance.

Step 2

If the response of the first level of review in Step 1 does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the City Memo Document and presenting it to the second level of review (Deputy Chief) within ten (10) 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 five (5) calendar days of having received the written grievance or the meeting, whichever is later, the second level of review (Deputy Chief) shall submit his 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 in Step 2 does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the City Memo Document and presenting it to the third level of review (Fire Chief) within five (5) 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 twelve (12) calendar days of having received the written grievance or the meeting, whichever is later, the third level of review (Fire Chief) shall submit his response to the grievance to the grievant and the grievant's representative, if any.

Step 3.5

After the Fire Chief's decision, but prior to review by the Grievance Committee (see Step 4), the parties involved may mutually agree to submit the grievance to the Labor Relations Administrator (mutually agreed upon by City Manager's office and Local 4005 Board). The grievance, as originally written, and the attached response from the Fire Chief must be submitted to the Labor Relations Administrator within fourteen (14) calendar days of the receipt of the Fire Chief's answer. The Labor Relations Administrator shall, within fourteen (14) calendar days of the receipt of the grievance, meet with the Fire Chief or his/her designee and the grievant and his/her representative in an attempt to resolve the grievance. The Labor Relations Administrator shall then submit written recommendations for the resolution to the grievant and the Fire Chief within fourteen (14) calendar days of the meeting.

Step 4

If the response of the third level of review in Step 3.5 does not result in resolution of the grievance, the grievant and the Union may jointly invoke this Step 4 procedure. The Union shall decide to either go to the Grievance Committee or go forward to Mediation. If the Grievance Committee option is chosen, the membership of the committee shall be:

- 1- Representative of the City Manager's Office-at the discretion of the City Manager (other than Labor Relations)
- 1- Representative chosen by Local 4005 E-Board
- 3- City employee mutually agreed upon by both of the above

The Grievance Committee shall, within fourteen (14) calendar days of the receipt of the grievance, meet with the Labor Relations Administrator or his/her designee and the grievant and his/her representative in an attempt to resolve the grievance. The Grievance Committee shall then submit written recommendations for the resolution to the grievant and the Fire Chief within fourteen (14) calendar days of the meeting.

Section II: Mediation Procedures

If mediation is the option chosen then Department management and the grievant, or their designated representatives shall agree on an mediator, and if they are unable to agree on an mediator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) mediators who have had experience in the public sector. The parties shall, within seven (7) calendar days of the receipt of said list, select the mediator by alternately striking names from said list until one (1) name remains. Such person shall then become the mediator. The mediator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

1. The mediator shall neither add to, nor detract from/modify the language of the Memorandum or of Department rules and regulations in considering any issue properly before them.
2. The mediator shall expressly confine themselves to the precise issues submitted to them and shall have no authority to consider any other issue not so submitted to them.
3. The mediator shall be bound by applicable State and City law.
4. The mediator shall within fifteen (15) days from the close of the mediation hearing submit their findings and advisory recommendations to the grievant and the City Manager, or their designated representatives.
5. The costs of the mediator and any other mutually incurred costs shall be borne equally by the City and Local 4005.

Step 5

The City Manager shall, within ten (10) calendar days of the receipt of the mediator's written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and his/her designated representative.

- E. 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; and failure of the grievant to comply with said time limits

shall constitute abandonment of the grievance. Except, however, that the parties may extend time limits by mutual written agreement in advance.

- F. It is understood by the parties that the benefits granted within this grievance process shall not be interpreted or applied as requiring the employer to count as time worked any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Section. The employer shall count as paid leave any hours or fractions of hours spent within the employee's regular work shift in pursuit of benefits provided by this Section.

Article 3: Labor-Management Committee

Sub-Title: Labor Management Operations Committee

- A. There shall be a Labor-Management Operations Committee consisting of two (2) representatives of the Union Local 4005, the Fire Chief and a Deputy Fire Chief, or their designee, of the City. The purpose of the Committee 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 major new department programs or substantial modifications of existing major department programs that will have a significant impact on work schedules or duties of the members.
- B. The Committee shall meet monthly at mutually scheduled times, and at any other mutually scheduled times.
- C. The Chairmanship of the Committee shall be rotated amongst the members. The members shall, in advance of a meeting, provide the Meeting's Chairman with proposed agenda items, and the Chairman shall provide the members with the meeting agenda in advance of the meeting.
- D. The Committee may be supplemented by representative(s) of the City Manager if it is proposed to discuss mutual aid or fire protection contract matters to provide input.
- E. The committee may, if it deems proper, suggest recommendations to the Fire Chief and the City Manager for their consideration and determination.
- F. Any matter referred to within the grievance process may be discussed by the Committee at the request of any member of the Committee.
- G. It is understood by the parties that the benefits granted by the grievance process shall not be interpreted or applied as requiring the employer to count as time worked any hours or fractions of hours spent outside the employee's work shift in pursuit of benefits provided by this Section.

- H. The City will provide to the Labor Management Committee the professional services of a scribe for the labor-management process.

- I. The Committee shall review and work together on any changes to Department Operational Policies and/or any of the following but not limited to the following items: Department Promotional Examination Processes, Hiring Process, Termination Process, Asset Deployment Decisions, Department Personnel Issues, Station Bidding Processes, Special Events, any and all Department policies that will have an impact on Labor. In case of a split or disagreement between members of the committee, the Fire Chief will have final decision making authority.

Sub Title: Labor Management Executive Committee

- A. There shall be a Labor-Management Executive Committee consisting of management from the Fire Department and Human Resources Department and Representatives of the Union Local 4005 Executive Board. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems.

- B. The Committee shall meet quarterly at mutually scheduled times, and at any other mutually scheduled times.

- C. The Chairmanship of the Committee shall reside with the Fire Chief. The members shall, in advance of a meeting, provide the Meeting's Chairman with proposed agenda items, and the Chairman shall provide the members with the meeting agenda in advance of the meeting.

Article 4: Layoffs

This section shall supersede Administrative Guideline 360 (C) in relation to the layoff of employee covered by this Memorandum of Understanding. This provision does not apply to employees of the Fire Department who are not subject to this Memorandum of Understanding, 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 an employee 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 an employee 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 employees, 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.

- A. 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.

- B. 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 employees the opportunity to compete for other opportunities within the City as vacancies occur.

- 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 Guideline #320, but will be filled as follows:

- 1. Laid off employees can be re-employed up to eighteen (18) months based on absolute seniority.
 - 2. From eighteen to twenty-four (18-24) months employees 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.

- C. Status of Re-employed Laid off Employees: If a laid off employee is re-hired, the employee shall return to regular status in the pay grade of the new position. Employee starting rates of pay will be determined in accordance with Policy 200 (C) (1).

Article 5: Release Time

- A. Labor Relations Hours are hours allotted to conduct bargaining unit business.

- B. Negotiation Time: The City will allow City paid time for up to a maximum of five members to be used for participation in negotiations at the negotiation table.
- C. Labor Relations Banked Hours: is a bank of donated vacation hours used for grievance procedures, labor management meetings, representing an employee, or any other labor management process excluding political activity. Members of the United Goodyear Firefighters Local 4005 may donate their vacation hours to this bank. Donation of vacation time is allowed twice (2x) per year.
 - 1. Donation to this bank will be allowed 2x per year: July and December
 - 2. Donating members must maintain a minimum of 24 hrs in their personal vacation account at the time donation
 - 3. The base year cap is 500 hours plus an allowance for annual growth based on percentage of increase in membership year over year. (For example: current membership equals 90; membership increases by 16 members which equals 18% growth; multiply 500 by 18% which would equal an increase in cap to 590 hours.)
 - 4. Deputy Fire Chief will authorize time off specific to this bank
 - 5. Constant Staffing responsible for back filling in accordance with Constant Staffing Policy
 - 6. United Goodyear Firefighters must have used at least 48 hours of vacation in the current calendar year as donation will be based on accrual balance at the end of June and November
 - 7. If the Labor Relations Banked Hours falls below the threshold of one-hundred fifty (150) hours at any time in the fiscal year another donation can be made

Article 6: Wages and Compensation

FY 2014-2015

- A. Step Increase: Eligible members, with the exception of members at the maximum of their salary range, will receive a one-step increase to be effective the first full pay period in July 2014 beginning on July 6, 2014. Eligible employees who have reached the maximum of their salary range will receive a lump sum payment in the amount of 5% of their current base salary. The lump sum payment will be paid out to in two installments to be received on July 11, 2014 and November 26, 2014. It is the intent of the City to provide this one-step increase (or lump sum increase for employees at the maximum of their range), but this will always be dependent on the budget and the final decision is within the sole discretion of the City Council based upon current financial conditions .

FY 2013-2014 and FY2014-2015

- B. Holiday Compensation: Members who are scheduled to work a City holiday (actual Holiday on the calendar, not the day observed by the City if different) will receive one and one half times their regular rate of pay for actual hours worked in addition to holiday pay. The day after Thanksgiving and Floating Holidays are not included in this category.

- C. Retention Premium Pay: Members working over 106 hours in the 14 day pay period (“Pay Period”) shall be paid at the overtime rate of 1.5 times the member’s hourly wage for all hours actually worked. Paid sick leave hours and paid vacation leave hours used by a member during the Pay Period will be included in the calculation of the 106 hours only but will not be considered hours worked when calculating over time, or for any other purpose, and shall be calculated and paid to the member for the Pay Period as straight time only. In order to receive overtime pay during the Pay Period, the employee must have actual hours worked (excluding paid sick leave and paid vacation leave) exceeding 106 hours.

Unpaid sick leave, unpaid vacation leave or any other leave hours, paid or unpaid, will not qualify for this purpose.

- D. Move Up Pay: Members will be paid for temporarily working out of his/her assigned classification for anytime worked more than an accumulative 48 hours per fiscal year or more. Members shall receive either the entry of the pay range of the acting position or five (5) percent increase in pay, whichever is greater, for the duration of the assignment. Members will also be required to maintain a minimum of 18 Continuing Education credits over two years for each position.

Article 7: Hours of Work

- 1. The daily work hours and weekly shift schedule of employees 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.
- 2. Should the Department discontinue shifts of 48/96 on an employee wide basis, the United Goodyear Firefighters and the effected employees will be given sixty (60) calendar days written notice prior to taking such action and after the Department has demonstrated to the United Goodyear Firefighters a business related need to eliminate shifts of 48/96 on an employee wide basis. The Fire Chief shall retain the final authority regarding changes to shift schedules.

Article 8: Alternative Work Schedule

It is the understanding of both the City Manager and United Goodyear Firefighters 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.

The work hours and schedule of United Goodyear Firefighters assigned to forty (40) hour assignments and all other United Goodyear Firefighters assigned to alternative/specialty assignments shall be at the discretion of the Fire Chief or designee.

Duty hours of employees on day shift may consist of five eight (5/8) hour or four ten (4/10) hour shifts per week.

Article 9: Benefits

A. Bereavement Leave:

1. An employee 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 Administrative Guideline #10.
2. An employee may be authorized to use up to one (1) day (not to exceed 24 hours) of City-paid funeral leave per occurrence to attend the funeral of any member of the employee's extended family. This day may only be utilized on the date of burial or memorial service. If additional time is needed, vacation leave may be used to extend funeral leave.

- B. Sick Leave Payout Upon Termination: Members vested in the Public Safety Personnel Retirement System with a minimum of ten (10) years of continuous service with the City shall be compensated for 480 hours of accrued sick leave for 40 hour work week employees and 672 hours for 56 hour work week employees (if accrued) upon termination.

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.

- C. Uniform Pay: Members will be paid a uniform allowance of \$506 four times a year.

Article 11: Shift Trade Policy

United Goodyear Firefighters 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 Policy 105.013. Shift members executing a trade will only fill the roles of the member they are trading with. Members may act out of class for a period of up to two hours at management's discretion.

Article 12: Term of Memorandum

This Memorandum shall remain in full force and effect beginning July 1, 2013 through June 30, 2015.

IN WITNESS WHEREOF, the parties have set their hand this _____ day of _____ 2013.

CITY OF GOODYEAR

UNITED GOODYEAR FIREFIGHTERS LOCAL
4005

By:

By:

Brian Dalke, City Manager

Dan Freiberg
Lead Negotiator

Roric Massey, City Attorney

Stephen Gilman
Representative

Wynette L. Reed, Deputy City
Manager/Interim Human Resources
Director
Lead Negotiator

Manny Cordova
Representative

Paul Luizzi, Deputy Fire Chief
Negotiation Team Member

Rocky Piazza
Representative

Terri Canada, Budget & Research
Manager
Negotiation Team Member

Patrick Doyle
Representative

Sabrina Dezso, HR Business Partner
Negotiation Team Member

ATTEST:

Maureen Scott, City Clerk