



# **MEMORANDUM OF UNDERSTANDING**

**CITY OF MESA**

**AND**

**UNITED MESA FIRE FIGHTERS ASSOCIATION**

**IAFF, LOCAL 2260**

**August 1, 2010 – June 30, 2011**

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## **PREAMBLE**

This Memorandum of Understanding is entered into between the parties: the City of Mesa, (hereinafter referred to as “the City”) and the United Mesa Fire Fighters, International Association of Fire Fighters (IAFF) Local 2260 (hereinafter referred to as the “Certified Employee Organization”).

**WHEREAS:** the parties, through their designated representatives, met and conferred in good faith regarding wages, hours and working conditions of employment pursuant to Resolution 9607 (hereinafter referred to as the Resolution) and Management Policy 358 (hereinafter referred to as the Policy), as endorsed by the City of Mesa Mayor and Council on November 16, 2009 (attached) and set forth this Memorandum of Understanding (hereinafter referred to as “Memorandum”) for Fire Department employees who are represented by the Certified Employee Organization (hereinafter referred to as “Unit Members”); and

**WHEREAS:** the parties recognize the importance of continuing and maintaining harmonious relations, cooperation and understanding between the City and its employees; and

**WHEREAS:** the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of the City as a government entity provided for under the laws of the State of Arizona, and the City charter, code, or ordinances of the City; and

**WHEREAS:** it is understood that all items relating to Unit Members’ wages, hours, and working conditions of employment not specifically addressed in this Memorandum are covered by ordinances, resolutions, policies, and practices of the Fire Department and the City; and

**NOW THEREFORE,** the City and the Certified Employee Organization, having reached this complete agreement concerning wages, hours, and working conditions as allowed by the Resolution for August 1, 2010 – June 30, 2011, submit this Memorandum to the Mayor and the City Council of Mesa with their joint recommendation that the governing body adopt its terms.

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## **ARTICLE 1: RECOGNITION**

In accordance with all applicable provisions of the Resolution and the Policy, the City does hereby recognize the United Mesa Fire Fighters, IAFF Local 2260 as the Certified Employee Organization for the purpose of meet and confer with respect to wages, hours and working conditions as defined by the Policy, for all full-time sworn Firefighters, Fire Engineers, Fire Captains, Lead Fire Investigators, and Fire Investigators, hereby known as Unit Members. Contract workers, part-time, temporary, and seasonal employees are excluded; as are probationary employees who have not graduated from the Fire Academy.

## **ARTICLE 2: RIGHTS**

### **Rights of Management**

The following are illustrative of rights of management and are not to be construed as being all-inclusive.

The City will maintain the right of determination as to the purpose of each of its departments, agencies, boards and commissions, and will set standards of service to be offered to the public and shall exercise complete control and discretion over its organization and operations. Any of the rights, powers and authority the City had prior to entering into this Memorandum are retained by the City except as expressly provided for in this Memorandum. For example,

- A. The City will direct its employees, take disciplinary action, relieve its employees from duty because of lack of work or for other legitimate reasons, determine whether goods and services shall be produced or provided by City employees, purchased or contracted for, and determine the methods, means, and personnel by which the City's operations are to be conducted.
- B. The City will take all necessary actions to maintain uninterrupted service to the community.
- C. The City Manager may consult with the Certified Employee Organization about the direct consequences that decisions on any of the foregoing matters may have on wages, hours, and working conditions.
- D. The City will determine the overall goals, objectives and policies affecting City programs.
- E. The City will determine the size of the City's workforce, its organization, functions, duties, amount of supervision and table of organization and will direct, appoint, employ and assign officers, agents and employees of the City and determine the standards therefore.
- F. The City will determine the location of City facilities, including the establishment or relocation of buildings, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. The City will determine the financial policies, including all accounting procedures and all matters pertaining to finance.

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- H. The City will direct, supervise, control and evaluate the departments, units, programs, functions and services of the City.
  - I. The City will classify the various positions of the City, develop and determine levels of staffing and training, prescribe duties and standards of productivity therefore, and adopt reasonable rules and regulations for acceptable conduct.
  - J. The City will authorize, assign and apportion overtime, including authorization for any full, part time or contract labor.

### **Rights of Certified Employee Organization**

- A. Certified Employee Organization officials will be released from duty with full pay when directed by the City to participate in a meeting with the City and/or City representatives. Certified Employee Organization officers will also be released from duty with pay to participate in Meet and Confer negotiation sessions, or any committee or task force established by this Memorandum.
- B. The City will, subject to operational needs and supervisory approval, allow release time with pay up to a maximum of 1500 total hours for all duly elected officers to include the President or designee, Executive Vice President, State Vice President, Secretary/Treasurer, Directors and Trustees of the Certified Employee Organization and members appointed in writing by the Certified Employee Organization for specific committees (not to include department committees), to attend Certified Employee Organization business, Board of Trustees meetings, and other pertinent events. These hours are not subject to normal leave policies outlined in Mesa Fire Department Operating Procedure 207.02 "Employee Leave Policy" dated September 23, 2008.
- C. Certified Employee Organization representatives, in accordance with the Rights of Unit Member section of this Memorandum, with supervisory approval, shall be released from duty with full pay to provide Unit Member representation. Although permission from the supervisor is required, the Fire Department will make every reasonable effort to approve the time for the representative where such does not negatively impact operations.
- D. The City will facilitate the collection of membership dues by the Certified Employee Organization by setting up automatic deductions from the pay of employees who submit a completed authorization form prepared by the City.
- E. The City will provide bulletin boards as designated by the City exclusively for posting of official Certified Employee Organization literature that is not political in nature, abusive of any person or organization, or disruptive of the department's operations. In addition, the Fire Unit Certified Employee Organization will be allowed to use all Fire Department Communications tools to disseminate such information when necessary. Such literature shall not be political in nature, nor shall they be abusive of any person or organization or disruptive of the department's operation.

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- F. The City will provide the Certified Employee Organization, upon request, non-confidential and readily available information concerning Unit Members, which is necessary to Certified Employee Organization representatives for negotiations. Such requests may be submitted to the City Manager or his designee and will not require a public records request form. Any unusual costs incurred by the City in connection with this section will be borne by the Certified Employee Organization.
  - G. The Certified Employee Organization will be allowed up to four (4) hours to make presentations to new Firefighter-Recruits regarding the Certified Employee Organization. During such presentations, Certified Employee Organization representatives will not discuss information that is abusive of any person or organization or disruptive of the Department's operation.

### **Rights of Unit Members**

- A. At their request, Unit Members will have the right to be represented by a representative of the Certified Employee Organization or other coworker where requested during any disciplinary meeting or when being asked to sign a corrective action plan or written counseling. Although permission by the supervisor is required, the Fire Department will make every reasonable effort to approve the time for the representative where such does not negatively impact operations. Discipline for the purpose of this section includes written reprimands, disciplinary probation, suspension, involuntary demotion and dismissal. Disciplinary meetings do not include an interview of a Unit Member during the normal course of work, fact-finding, counseling, instruction, informal verbal admonishment or other routine or unplanned contact with a supervisor.

For the purposes of this section, fact-finding is defined to be, "a meeting to determine facts or the accuracy of information."

- B. Unit Members have the right to be represented by a representative of the Certified Employee Organization or other coworker, with supervisory approval, for investigations where the Unit Member is the principal focus of the inquiry. Such representation may not delay the scheduled date and time of meetings related to the investigation.
- C. All Unit Members shall have the right to join or not join the Certified Employee Organization as they individually prefer. Employees have the right to participate on behalf of or engage in activities on behalf of an Employee Organization and have the right to refrain from such activity. Employees shall be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against Employee Organizations. Violations may result in disciplinary action.

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- D. Violations of Unit Members' rights described in Paragraph C of this section by any City employee may result in disciplinary action up to and including discharge. Violations of employees' rights described in Paragraph C of this section by officials, officers or agents of the Certified Employee Organization may also result in decertification of the Certified Employee Organization by the City Council.
  - E. The Certified Employee Organization must equally and fairly represent all Unit Members.
  - F. All Unit Members shall retain the right to represent themselves at disciplinary meetings, during investigations, for grievances, at Personnel Appeals Board Hearings, and for any other employee/employer issues.

### **Strikes**

- A. The Certified Employee Organization pledges to maintain unimpaired firefighting and related supported services as directed by the Fire Chief. It shall not cause, condone, counsel or permit Unit Members to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the Department.
- B. Should any Unit Members, during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Paragraph A of this section, the City Manager or his designee OR the Fire Chief or his designee shall notify the Certified Employee Organization that a prohibited action is in progress. The Certified Employee Organization shall forthwith disavow said strike or other prohibited action and shall endeavor in good faith to cause such Unit Members to immediately return to work and/or cease the prohibited activity.
- C. There shall be no lockout by the City during the term of the Memorandum.
- D. Unit Members found in violation of this section shall be subject to disciplinary action up to and including dismissal.
- E. The Certified Employee Organization may be subject to decertification by the City Council for violations of Paragraph B of this section.

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## **ARTICLE 3: LABOR MANAGEMENT**

### **City Labor-Management Committee**

- A. There shall be a City Labor-Management Committee consisting of members of the City and representatives of the Certified Employee Organization. The purpose of the committee is to facilitate improved labor-management relationships by providing a forum for free and informal discussion of mutual concerns and problems.
- B. The committee shall meet, when necessary, at mutually agreed upon times and locations. Participation in such meetings shall be handled in accordance with the Rights of the Certified Employee Organization, Paragraph A.

### **Fire Department Labor-Management Team**

- A. There shall be a Labor-Management Team consisting of the Fire Chief and the Fire Department Executive Staff and the Certified Employee Organization President and the IAFF Executive Board. The team will assign additional standing teams as necessary. Each standing team will consist of at least one (1) representative of the Certified Employee Organization and one (1) representative of Fire Management. The purpose of the team(s) is to facilitate improved labor-management relationships by providing a forum for free and informal discussion of mutual concerns and problems.
- B. The team(s) shall meet, when necessary, at mutually agreed upon times and locations. Participation in such meetings shall be handled in accordance with the Rights of the Certified Employee Organization, Paragraph A.

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## **ARTICLE 4: HOURS OF WORK**

### **Hours of Work**

- A. The duty hours for Unit Members assigned to Emergency Services, excluding forty (40) hour assignments, shall average fifty-six (56) hours per week. With the exception of the duty hour needs of specialty crews, Unit Members assigned to Emergency Services will follow a three (3) shift, fifty-six (56) hour work model.
- B. The work hours and schedule of Unit Members assigned to forty (40) hour assignments and all other Unit Members assigned to alternative/specialty assignments shall be at the discretion of the Fire Chief.
- C. When a Unit Member is required to change from one shift to another by the Fire Department, the Department shall allow a minimum of twelve (12) hours between tours of duty.

### **Shift Trades**

Unit Members will be granted the opportunity to exchange shifts. Shift exchanges shall not qualify a Unit Member for overtime. All shift exchanges are subject to the approval of the Fire Chief or his/her designee and shall be in conformance with regulations agreed to by the Fire Department Labor-Management Team in SOP 207.02, "Employee Leave Policy" dated September 23, 2008.

### **Seniority**

- A. The Fire Department will utilize adjusted seniority when considering bid requests.  
For the purposes of this section, adjusted seniority will be determined by adding consecutive years of sworn service with the Mesa Fire Department added to years of service in current rank to give Unit Members a point score.
- B. Seniority in grade will be determined by the following method:

#### **Firefighter (After ONE year of service)**

Adjusted seniority, lottery if identical

Firefighter/ALS

Adjusted seniority, date of ALS assignment, lottery if identical

#### **Engineer**

Adjusted seniority, lottery if identical

Engineer/ALS:

Adjusted seniority, date of ALS assignment, lottery if identical

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**Captain**

Adjusted seniority, lottery if identical

Captain/ALS:

Adjusted seniority, date of ALS assignment, lottery if identical

**Examples**

<b>Firefighter</b>	<b>Engineer</b>	<b>Captain</b>
3 years of service	7 years of service	12 years of service
0 years in grade	2 yrs. Engineer grade	5 yrs. Captain grade
+ ____	+ ____	+ ____
3 pts. Adjusted seniority	9 pts. Adjusted seniority	17 pts Adjusted Seniority

- C. Any Unit Member who voluntarily separates employment from the Mesa Fire Department, then returns to the department shall lose all adjusted seniority accumulated prior to the separation. Unit Members who separate employment due to a reduction in workforce and are rehired off the RIWF Reinstatement List will retain any seniority they had prior to the RIWF.
- D. Any Unit Member who takes an unpaid leave of absence in excess of thirty (30) consecutive calendar days that is not covered by the Family Medical Leave Act (FMLA), Military Leave, or Arizona Victim’s Leave law shall not accumulate adjusted seniority for the excess days of the leave period.

**Promotional Lists**

The duration of the promotion lists for Fire Engineer and Fire Captain shall be a minimum of six (6) months, not to exceed a maximum of two (2) years, upon request of the Fire Chief with the approval of the Human Resources Director. The duration of the list will be stated on the promotional job announcement. A sworn promotional list may be considered expired if fewer than three (3) candidates remain on the list.

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## **ARTICLE 5: BENEFITS**

### **Employee Benefits Task Force**

With approval of the Fire Chief, the Certified Employee Organization shall choose one Unit Member to be assigned to the City of Mesa Employee Benefits Task Force to voice input regarding all employee benefits not covered by this Memorandum. The assigned Unit Member will be released from duty with pay to participate in Employee Benefits Task Force meetings.

### **Holidays**

- A. Unit Members assigned to a fifty-six (56-hour) workweek will receive 10.2 hours of pay at their regular hourly rate for the following holidays:
  - 1. New Year's Day
  - 2. Martin Luther King Jr./Civil Rights Day
  - 3. President's Day
  - 4. Memorial Day
  - 5. Labor Day
  - 6. Veteran's Day
  - 7. Thanksgiving Day
  - 8. Day after Thanksgiving
  - 9. Christmas Day
- B. Unit Members assigned to a forty (40-hour) assignment have an established bank of hours to be used for holidays. The bank will be handled as follows:
  - 1. For the remainder of calendar year 2010, the holiday bank hours will be reduced by a total of six (6) hours for the remaining six (6) holidays in 2010.
  - 2. In January of 2011, the holiday bank hours will be established with twenty-one (21) hours for the three (3) remaining holidays occurring between January 1, 2011 and June 30, 2011.

### **Sick Leave**

- A. **Accrual:** All Unit Members working a forty (40-hour) assignment shall accrue sick leave at the rate of eight (8) hours per month, eleven point two (11.2) hours per month for Unit Members working a fifty-six (56-hour) assignment.
- B. **Accumulation:** The maximum accumulation of sick leave for Unit Members assigned to a forty (40-hour) assignment is one thousand forty (1,040) hours, and one thousand four hundred fifty-six (1,456) hours for Unit Members assigned to a fifty-six (56-hour) assignment.
- C. **Automatic Conversion:** Any sick leave accrued in excess of the maximum accumulation shall be automatically converted to vacation leave on the basis of one (1) hour of vacation leave for every one (1) hour of excess sick leave accrued.

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- D. **Payment at Retirement/Death:** A Unit Member who retires from City of Mesa employment or dies shall be compensated for all accumulated sick leave at the rate of fifty percent (50%) of the accumulated sick leave hours at the Unit Member's current pay range and step.
- E. **Payment at Termination:** A Unit Member who terminates City of Mesa employment for any reason other than retirement or death shall forfeit all accumulated sick leave.

### **Vacation Leave**

A. **Daily vacation availability:** Absent operational necessity and impacts to overtime, City management and the fire department shall maintain a number of daily vacation slots to be equal to 10% of the number of 56-hour unit positions. The current number of vacation slots for this Memorandum is 11. On City holidays, the number of vacation slots is 12.

B. **Accrual:**

All Unit Members shall accrue vacation leave in accordance with the following schedule:

1. **Fewer than 2 years of service:** 9.4 hours per month for 56 hour assignments  
6.2 hours per month for 40 hour assignments
2. **Two years of service or more:** 15.0 hours per month for 56 hour assignments  
10.2 hours per month for 40 hour assignments

Eligible Unit Members accrue the appropriate number of hours of vacation leave based on their anniversary dates. The anniversary date of a Unit Member who is hired between the first (1st) and fifteenth (15th) days of a month inclusive shall be the first (1st) day of that month. The anniversary date for a Unit Member who is hired between the sixteenth (16th) day and the end of the month inclusive shall be the first (1st) day of the month following employment.

Unit Members working a fifty-six (56-hour) assignment in which the employee has been docked more than thirty-six (36) hours, including unpaid holidays, shall not accrue vacation leave credits or accrue credited service for any calendar month.

Unit Members working a forty (40-hour) assignment shall not accrue vacation leave credits or accrue credited service for any calendar month in which the employee has been docked for more than three (3) normal work shifts (eight (8) to ten (10) hour shifts), including unpaid holidays.

The effective date for change in the accrual rate is the first (1st) day of the month immediately following two (2) years of continuous employment.

Eligibility to use accrued vacation leave shall begin on the date of accrual for Unit Members.

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- C. **Accumulation:** The maximum accumulation of vacation leave is two hundred forty (240) hours for 40 hour Unit Members and three hundred thirty-six (336) hours for 56 hour Unit Members. Unit Members assigned to a fifty-six (56-hour) assignment who have in excess of the above amounts on December 31st of each year will be paid for the excess amount of leave after December 31<sup>st</sup> provided they have used at least 72 hours of vacation during the calendar year. Unit Members assigned to a forty (40-hour) assignment who have in excess of the above amounts on December 31st of each year will be paid for the excess amount of leave after December 31<sup>st</sup> provided they have used at least 51.42 hours of vacation during the calendar year. If the Unit Member has not taken the required amount of leave during the year, all excess leave shall be forfeited.
  - D. **Vacation leave payout:** At separation, all Unit Members receive 100% of the accumulated vacation leave calculated at their current pay range and step.

### **Bereavement Leave**

- A. Unit Members shall be granted paid bereavement leave due to a death in the employee's immediate family.
- B. Immediate family members are defined as Unit Member's spouse, child, stepchild, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepparent, stepparent-in-law, grandparent, grandchild, aunt, uncle, and former legal guardian, or a minor child or an adult for whom the Unit Member is a legal guardian.
- C. For Unit Members, an absence up to forty eight (48) consecutive work hours will be allowed for bereavement leave for funerals/memorial services.

### **Post Employment Health Care Plan (PEHP)**

The City will explore the feasibility of providing a PEHP for future Unit Members who would not be eligible for retiree benefits.

### **Uniform Allowance**

- A. Unit Members shall receive \$325.00 vouchers per fiscal year to be used for uniforms at approved uniform vendors.
- B. Unit Members shall receive safety shoe vouchers for \$85.00 or a one year voucher for 170.00 to be used at approved vendors. These vouchers will be available 6 months from last date of last purchase.

### **Tuition Reimbursement**

Tuition reimbursement will be handled in accordance with City Management Policy 335, "Tuition Reimbursement" dated January 1, 2010.

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## **Jury Duty or Witness Leave**

A Unit Member who is subpoenaed as a witness or summoned for jury duty must notify his/her supervisor of the subpoena or summons in advance of the performance of this duty. The City will pay the difference between the Unit Member's salary and any fee received. Documentation is required with the leave request. Unit Members only receive jury duty or witness leave pay if summoned on a scheduled work day. The Unit Member may retain any travel pay received.

## **Mileage Reimbursement**

Mileage reimbursement will be handled in accordance with Fire SOP 106.03, "Mileage Reimbursement Compensation" dated September 23, 2008.

## **Stability Pay**

### **A. Eligibility:**

1. Unit Members hired prior to July 1, 1988, who have worked for the City of Mesa for five (5) continuous years receive two and one-half percent (2½%) of their annual pay range and step. The credit begins to accumulate at the beginning of the sixth (6th) year. The amount increases by one-half of one percent (½ of 1%) for each year of City of Mesa employment thereafter, up to a maximum of ten percent (10%).
2. Unit Members hired on and after July 1, 1988, who have worked for the City of Mesa for five (5) continuous years will receive two and one-half percent (2½%) of their annual pay range and step. The credit begins to accumulate at the beginning of the sixth (6th) year. The amount increases by one-half of one percent (½ of 1%) for every other year of City of Mesa employment, up to a maximum of five percent (5%).
3. Unit Members hired on or after July 1, 1992, will not be eligible for stability pay.

- B. Stability Pay Periods:** Eligible Unit Members who are members of the Public Safety Retirement System shall be paid stability pay twice a year. The first stability pay period is from December 1 through May 31 of the following year. The second stability pay period is from June 1 through November 30 of the same year.

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## **ARTICLE 6: COMPENSATION**

### **Wages**

- A. Unit Members assigned to 56-hour shifts work 216 hours in a 27 day work period. Unit Members are compensated for 204 hours at straight time and 12 hours of half-time when the Unit Member reaches the 27<sup>th</sup> day in the cycle.
- B. Unit Members assigned to forty (40) hour staff assignments shall be compensated as follows:
  - 1. Day differential of five point four percent (5.4%)
  - 2. Five percent (5%) day incentive pay. (This adjustment does not apply to Unit Members assigned to modified duty.)

### **Pay Ranges/Steps**

<b><u>Job Title</u></b>	<b><u>Range/Step</u></b>	<b><u>Biweekly</u></b>
Firefighter-Recruit	42-1	\$1,494.40
Firefighter - Step 1	44-1	\$1,652.80
Firefighter - Step 2	44-2	\$1,737.60
Firefighter - Step 3	44-3	\$1,824.00
Firefighter - Step 4	44-4	\$1,916.80
Firefighter - Step 5	44-5	\$2,017.60
Firefighter - Step 6	44-6	\$2,121.60
Firefighter - Step 7	44-7	\$2,228.00
Fire Engineer - Step 6	46-6	\$2,344.80
Fire Engineer - Step 7	46-7	\$2,463.20
Fire Captain - Step 6	49-6	\$2,723.20
Fire Captain - Step 7	49-7	\$2,864.00
Fire Investigator - Step 1	49-1	\$2,121.60
Fire Investigator - Step 2	49-2	\$2,228.00
Fire Investigator - Step 3	49-3	\$2,344.80
Fire Investigator - Step 4	49-4	\$2,463.20
Fire Investigator - Step 5	49-5	\$2,591.20
Fire Investigator - Step 6	49-6	\$2,723.20
Fire Investigator - Step 7	49-7	\$2,864.00
Lead Fire Investigator - Step 1	50-1	\$2,228.00
Lead Fire Investigator - Step 2	50-2	\$2,344.80
Lead Fire Investigator - Step 3	50-3	\$2,463.20
Lead Fire Investigator - Step 4	50-4	\$2,591.20
Lead Fire Investigator - Step 5	50-5	\$2,723.20
Lead Fire Investigator - Step 6	50-6	\$2,864.00
Lead Fire Investigator - Step 7	50-7	\$3,009.60

In the event of an adjustment to the City's pay plan ranges and steps, Unit Members will also receive the adjustment.

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## Certifications

Certifications shall be compensated biweekly at the following percentages based on Fire Engineer, Step 7:

<b>Certification</b>	<b>%</b>	<b>Biweekly</b>
Advanced Life Support (ALS/Paramedic)	10%	\$246.32
Aircraft Rescue Firefighting (ARFF)	5%	\$123.16
Hazardous Materials (Haz Mat)	5%	\$123.16
Technical Rescue Team (TRT)	5%	\$123.16
Dual - HM & ALS	15%	\$369.48
Dual - TRT & ALS	15%	\$369.48
Toxicology Paramedic (Tox Medic)	2.5%	\$61.58
Aircraft Rescue Firefighting Instructor (ARFFIN)	2.5%	\$61.58
Rapid Response Team (RRT)	2.5%	\$61.58

## Merit Increases

- A. Effective July 1, 2010, Unit Members who receive an overall rating of "Successful Performance" on their performance reviews will be eligible to receive a merit increase.
- B. Firefighter-Recruits are reclassified to Firefighters upon successful completion of the Fire Training Academy and receipt of required certifications. The date of reclassification from Firefighter-Recruit to Firefighter will be the day after completion of the fire-training academy.
- C. Firefighters shall be eligible to receive merit increases every 12 months from the date of hire as a Firefighter-Recruit until the Unit Member is at the top of his/her pay range.
- D. Engineers and Captains shall be eligible for merit increases on the anniversary dates of their promotions until the Unit Member is at the top of his/her pay range.
- E. Unit Members in the classifications of Fire Investigator and/or Lead Fire Investigator shall be eligible for merit increases on the review date established by their hire or promotion date (if applicable) until the Unit Member is at the top of his/her pay range.

## Bilingual Compensation

Bilingual compensation shall be compensated as follows:

Unit Members with basic certification will receive \$23.08 biweekly.

Unit Members with intermediate certification will receive \$46.15 biweekly.

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**Deferred Compensation**

- A. The Mesa City Manager shall authorize the Mesa Fire Department deferred compensation program under the City of Mesa deferred compensation plan and has designated the Plan Administrator who is be responsible for the program.
- B. The Mesa Fire Department Deferred Compensation program shall be coordinated by a five (5) member committee comprised of three (3) members of the Fire Department and the deferred compensation plan administrator and one (1) additional management designee.
- C. The Mesa Fire Department Deferred Compensation Committee shall maintain bylaws, which are in conformance with City manager's guidelines.
- D. Effective July 1, 2010, the City shall provide a Deferred Compensation contribution of \$50.00 per biweekly pay period in lieu of any personal days. Unit Members must contribute a minimum of \$10.00 per pay period to be eligible for the City contribution.

**ARTICLE 7: MISCELLANEOUS**

**Saving Clause**

In the event that any of the terms or provisions of this Memorandum are declared invalid or unenforceable by any Court of competent jurisdiction or any federal or state government agency having jurisdiction over the subject matter of this Memorandum, the remaining terms and provisions will not be affected.

**Term and Effect of Memorandum**

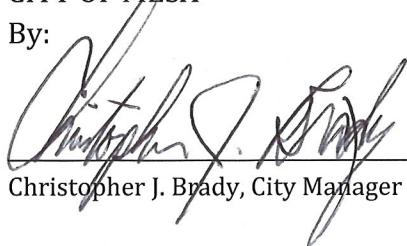
This Memorandum will be in full force and effect from August 1, 2010 until June 30, 2011, except for merit increases, which will be provided retroactively to employees eligible as of July 1<sup>st</sup> and July 16<sup>th</sup> of 2010; and the deferred compensation contribution, which will be effective July 1, 2010.

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IN WITNESS WHEREOF, the parties have set their hand this 8<sup>th</sup> day of July 2010

CITY OF MESA

By:

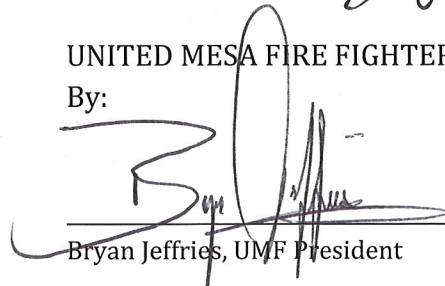


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Christopher J. Brady, City Manager

UNITED MESA FIRE FIGHTERS


By:



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Bryan Jeffries, UMF President

ATTEST:



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Linda Crocker, City Clerk

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**MEET AND CONFER RESOLUTION**

RESOLUTION NO. 9607

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA ENDORSING MANAGEMENT POLICY NO. 358 ESTABLISHING A MEET AND CONFER PROCESS FOR SWORN PUBLIC SAFETY EMPLOYEE GROUPS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, AS FOLLOWS:

**Section 1:** That the citizens of Mesa have a fundamental interest in maintaining a strong working relationship between the City and the sworn public safety employee groups.

**Section 2:** That it is the intent of this resolution to maintain the strong working relationship between the City and sworn public safety employee groups by providing a uniform Meet and Confer process. Management Policy 358 sets forth that process and is hereby endorsed by the Mesa City Council. The City Manager will consult with the City Council and notify participating sworn public safety employee groups in writing prior to any proposed modification of Policy 358.


PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 16<sup>th</sup> day of November, 2009.

APPROVED:



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Mayor

ATTEST:

  
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City Clerk

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**SIGNATURE AUTHORITY RESOLUTION**

**RESOLUTION NO. 9738**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNATED REPRESENTATIVE TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MESA AND THE UNITED FIRE FIGHTERS ASSOCIATION.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1: Authorizing and directing the City Manager, or his designated representative, to execute the Memorandum of Understanding between the City of Mesa and the United Fire Fighters Association, and authorizing the City Clerk to attest to the signature of the City Manager or his designated representative thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 1<sup>st</sup> day of July, 2010.

APPROVED:

  
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MAYOR

ATTEST:

  
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CITY CLERK

