

**CITY CLERK
ORIGINAL**

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MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF GLENDALE

AND THE

**GLENDALE CHAPTER OF THE UNITED PHOENIX FIRE FIGHTERS ASSOCIATION
LOCAL 493 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

FISCAL YEARS

2012-2013

2013-2014

2014-2015

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Article 1 Preamble

1.1 The parties through their designated representatives, met and conferred in good faith in order to reach agreement concerning wages, hours, working conditions, and non-health related benefits of the employees of the City of Glendale Fire Department who are represented by the Glendale Chapter of the United Phoenix Fire Fighters Association, Local 493 of the International Association of Firefighters ("Employee Organization"), as allowed by ordinance and herein ("Represented Employees");

1.2 The parties hereby acknowledge that the provisions of the Memorandum of Understanding ("MOU") are not intended to abrogate the authority and responsibility of the municipal government of the City provided for under the statues of the State of Arizona, the Glendale City Charter, or ordinances of the city; and

1.3 The purpose of this MOU is to promote and ensure harmonious and cooperative relations between the Employee Organization and the City, and to set forth the wages, hours, working conditions and non-health related benefits of the Represented Employees.

NOW THEREFORE, for the term specified, the parties agree to incorporate the terms of this MOU into the City's proposed budget to the City Council with their joint recommendation in order for the Council to consider incorporation into the City budget for the fiscal years reflected herein.

ARTICLE 2 Recognition

2.1 The City recognizes the Employee Organization as the exclusive representative of regular, non-probationary sworn firefighters, in all classifications up to and including the rank of Captain, as determined by the Glendale City Council Ordinance Number 2433 ("Ordinance"), defined above as Represented Employees. All other classes above the rank of Captain and all Fire Department employees are excluded.

2.2 The City recognizes the Organizational Cooperative Process. This labor management process is to facilitate positive labor management relationships and provide overall community benefit. It provides a forum for the discussion of mutual concerns and issues that may have a significant impact on service delivery. Furthermore, the process is intended to be an incentive to assure enhancement of the community by establishing the expectation that the Employee Organization and its members will participate in community-based programs.

ARTICLE 3 Management Rights

3.1 The Employee Organization recognizes that Arizona and Federal law restricts and protects certain activities of the Employee Organization.

3.2 All management rights not expressly addressed by a specific provision of the Memorandum of Understanding shall remain within the exclusive purview of the City's management, including the unilateral and exclusive rights to operate, administer, and manage its municipal services and workforce performing those services.

3.3 The Employee Organization recognizes that the exclusive rights of the City shall include, but not be limited to the right to determine the organization of City government and the purpose and mission of its constituent agencies. The City shall set standards of service to be offered to the public and through its management officials, exercise control and discretion over its organization and operations, establish effective administrative regulations and employment rules consistent with law and specific provisions of this MOU, direct its employees, take disciplinary action for just cause, relieve employees from duty due to a lack of work or other legitimate reasons, 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 otherwise act in the interests of efficient service to the community. Nothing herein shall be construed to diminish the provisions of the Ordinance or to alter the rights, obligations, and restrictions set forth in Arizona or Federal law.

ARTICLE 4 Employee Rights

4.1 As provided in the Ordinance, Represented Employees have the right to participate on behalf of, or engage in activities on behalf of, the Employee Organization and have the right to refrain from such activity.

4.2 All Represented Employees have the right to have the Employee Organization serve as their Meet and Confer representative without discrimination based on membership or non-membership in the Employee Organization.

4.3 Represented Employees shall have the right to present their own grievance of any issue not covered by this MOU in person to the appropriate management authority.

ARTICLE 5 Employee Organization Rights

5.1 The Employee Organization, as the authorized representative, has the exclusive right to serve as the Meet and Confer representative of the Represented Employees, as certified in accordance with the Ordinance.

5.2 Except as provided herein, all of the business of the Employee Organization that requires the involvement of employees shall be conducted during non-work time. Employee Organization shall provide the City with no less than three days notification (one-shift) in order to avoid disrupting, delaying, or otherwise interfering with the operations of the City or efficiency of those operations.

5.3 The Employee Organization will receive up to 2,000 service hours of release time during each fiscal year to conduct Employee Organization business, including the meet and confer sessions.

5.3.1 If the use of the above release time causes an apparatus to drop below the four-person staffing for more than four hours, a replacement employee will be called in using the constant staffing practice.

5.3.2 The Employee Organization's Chapter Vice president and/or up to five other Employee Organization representatives, as designated by the Chapter Vice President, will be eligible to receive up to four hours of release time to speak with new fire recruits prior to graduating.

5.4 The elected Local Chapter Vice President shall be assigned solely to Employee Organization activities and released from his/her duties. The Local Chapter Vice President may, at his/her discretion, designate one other represented employee to be assigned solely to Employee Organization activities and released from his/her duties.

5.4.1 The Local Chapter Vice President and other released employee shall be a full time, paid member of the Glendale Fire Department. The Local Chapter Vice President and other released employee will continue to receive compensation including benefits for services rendered to the City, and the City shall make all contributions to the Public Safety Personnel Retirement System required by law so as to maintain the Local Chapter Vice President's and other released employee's full eligibility under the Public Safety Personnel Retirement System.

5.4.2 The Local Chapter Vice President and other released employee shall participate in all appropriate training requirements necessary to maintain membership in the department.

5.4.3 The Local Chapter Vice President and other released employee agree to be bound by the Department's rules, regulations, and orders, including proper notification when utilizing sick or vacation leave.

5.4.4 The Local Chapter Vice President, at his/her discretion, may designate a represented employee to be released from his/her duties during the term of the Arizona State Legislature's regular and special sessions, if any. The provisions of sections 5.4.1, 5.4.2 and 5.4.3 shall apply to this Represented Employee.

5.4.5 The Local Chapter Vice President and/or other released employee(s) shall be designated a member of the Public Safety Personnel System Retirement Board. In addition, the Local Chapter Vice President and/or other released employee(s) are expected to serve as representatives, attend meetings and participate on citywide

committees and task forces including, but not limited to the Total Compensation, Diversity, and Budget Focus Group committees.

5.5 The Human Resources Department shall provide to the Employee Organization, upon written request, a monthly list of all employees and their work locations who are eligible to become Represented Employees that are new to the Fire Department. The costs related to the production of such employee list shall be borne by the Employee Organization. Employees' home addresses, personal telephone numbers, and personal identifying information shall not be released to the Employee Organization unless the employee has provided prior written authorization for the release of this information to the City's Human Resources Department.

5.6 Upon written request to the Director of Human Resources, the City shall provide the Employee Organization with non-confidential and readily available information that is necessary for the Employee Organization to prepare for an effective and efficient meet and confer process, including the City's analysis of its financial status. Any costs associated with producing such information shall be borne by the Employee Organization.

5.7 The Employee Organization shall print and provide a copy of the MOU to each Represented Employee. The costs of producing and distributing an adequate number of copies of this MOU shall be borne by the Employee Organization.

5.8 *Payroll Deductions.* The City shall allow payroll deduction for Employee Organization dues to be deducted from the paychecks of Represented Employees on a bi-weekly basis insofar as permitted by law. During months that have three paychecks, there will be no deductions made from the Represented Employees' third paycheck. There will only be a total of twenty-four (24) deductions made per employee per year. The Employee Organization will inform the City of the amount of the dues to be deducted.

5.8.1 The City agrees to deduct and remit to the Employee Organization authorized deductions from Represented Employees who have signed and approved authorization cards for such deduction on a form provided by the City.

5.8.2 The amount of dues deducted from the Represented Employee's paychecks shall be paid to the Employee Organization on a bi-weekly basis, less any administrative costs incurred by the City.

5.8.3 The Employee Organization agrees to indemnify, defend, and hold the City harmless against any claim made of any nature and against any suit instituted against the City arising from its payroll deduction for Employee Organization dues.

5.8.4 All payroll deductions (excluding union dues) can be changed with a ballot vote of a majority (50% + 1) of the Employee Organization members without obtaining the signatures of each member of the Employees Organization.

5.8.5 The Local Chapter Vice President has the ability to increase or decrease the amount of union dues one time each year for the members of the Employee Organization in accordance with UPPFA L-493 bylaws without obtaining the signatures of each member of the Employee Organization. The Employee Organization will hold harmless the City of Glendale and all of its representatives.

ARTICLE 6 Wages

6.1 *Base Wage Step Plan.* Represented Employees shall receive base wages in accordance with the step plan as set forth in Appendix A. The City shall determine the qualifications by which any employee moves between steps. Pay overlap shall not occur between any steps in the step plan.

6.1.1 A person with prior sworn fire fighter experience from another agency who is hired as a Firefighter will be placed in the corresponding grade and step in Appendix A.1 based upon that person's years of comparable sworn level experience and graduation from a certified training facility. At no time will such person be placed in a higher step than a current employee with the equivalent time in grade.

6.1.2 A person with prior sworn fire fighter experience from another agency who is hired by the Glendale Fire Department must have attended and graduated from the Glendale Regional Public Safety Training Center (GRPSTC) or another certified training facility.

6.2 *Movement between Pay Grades.* All movement from one step to the next will occur on July 1st unless otherwise provided below.

6.2.1

In accordance with Human Resources Policy 201 Section IIA8, the initial review period for all sworn employees in the Fire Department is twelve months. An extension to this period may be granted in accordance with this same policy. In accordance with Section 2.1 of this agreement, an employee will not be represented by the Employee Organization until he or she successfully completes the initial review period. An employee hired as a Firefighter Trainee will remain in that classification from date of hire until the date of graduation from the Training Academy. After graduation from the Training Academy, a Firefighter Trainee will be promoted to Firefighter Step 1. The employee will hold Firefighter Step 1 for a full twelve month period, after which the Represented Employee will move from Firefighter Step 1 to Firefighter Step 2. The Represented Employee will hold Firefighter Step 2 for a full twelve-month period, after which the Represented Employee will receive an increase in pay equal to \$183.92 per month until the following July 1st. The Represented Employee will subsequently move to Step 3 on the next July 1st and move through the steps in accordance with Section 6.1 thereafter.

6.2.2 When a Represented Employee is promoted from Firefighter or Engineer to Fire Captain, the Represented Employee will move to Fire Captain Step 5 on the date of promotion and will move to Step 6 on the next July 1st following that twelve month period.

6.3 *Paramedic Certification.* When a Represented Employee secures the proper certification necessary as a Paramedic and is assigned to an authorized position designated to utilize this certification, the Represented Employee's wages shall be supplemented by payment of an additional \$7,050.00 annual wage, which shall be paid in a manner consistent with the City's payment of other wages.

6.4 *Specialty Pay.* Represented Employees shall receive Specialty Pay for successfully completing all of the required training and securing the following appropriate state or national certifications and being assigned to a position designated to utilize this training. A Specialty pay will be paid to any represented employee who holds a specialty in a given fiscal year. Unless noted differently below, specialty pay for fiscal year 2012-2013 shall be \$2,509.00 per year. For fiscal year 2013-2014 specialty pay shall be \$2,834.00 per year. For fiscal year 2014-2015 specialty pay shall be \$2,990.00 per year. No more than one of the following Specialty Pays shall be paid to any single Represented Employee in a given fiscal year.

6.4.1 *Hazardous Material Technician.* When a Represented Employee secures the proper certification as a Hazardous Material Technician and is assigned to a position designated to utilize this certification, the Represented Employee's wages shall be supplemented by payment of an additional annual wage for fiscal year 2012-2013, fiscal year 2013-2014 and fiscal year 2014-2015 as outlined in section 6.4 which shall be paid in a manner consistent with the City's payment of other wages.

6.4.2 *Technical Rescue Technician.* When a Represented Employee secures the proper certification as a Technical Rescue Technician and is assigned to a position designated to utilize this certification, the Represented Employee's wages shall be supplemented by payment of an additional annual wage for fiscal year 2012-2013, fiscal year 2013-2014 and fiscal year 2014-2015 as outlined in section 6.4, which shall be paid in a manner consistent with the City's payment of other wages.

6.4.3 *Safety Officer.* When a Represented Employee secures the proper certification as a Safety Officer and is assigned to a position designated to utilize this certification, the employee's wages shall be supplemented by payment of an additional annual wage for fiscal year 2012-2013, fiscal year 2013-2014 and fiscal year 2014-2015 as outlined in section 6.4, which shall be paid in a manner consistent with the City's payment of other wages.

6.4.4 *Helicopter Air-Medical Logistical Operation (HALO).* When a Represented Employee secures the proper certification as a HALO paramedic and is assigned to a position designated to utilize this certification, the employee's wages shall be

supplemented by payment of an additional annual wage for fiscal year 2012-2013, fiscal year 2013-2014 and fiscal year 2014-2015 as outlined in section 6.4, which shall be paid in a manner consistent with the City's payment of other wages.

6.4.5 *Rapid Response Technician (RRT).* When a Represented Employee secures the proper certification as a Rapid Response Technician and is assigned to a position designated to utilize this certification, the Represented Employee's wages shall be supplemented by payment of ~~an additional~~ \$2,769.00 per year for fiscal year 2012-2013, \$3,094 per year for fiscal year 2013-2014 and \$3,718 per year for fiscal year 2014-2015, which shall be paid in a manner consistent with the City's payment of other wages.

6.5 *Retirement Health Savings Account.* Each Represented Employee will receive bi-weekly payments as noted below into each Represented Employee's Retiree Health Savings (RHS) account. This RHS contribution shall be eligible for the purposes of calculating the City and the Represented Employee's contributions to the Arizona Public Safety Personnel Retirement System. Deductions shall be made in accordance with the law and the city shall contribute the amount required by law. The employee will receive bi-weekly payments of \$72.81 for fiscal year 2012-2013; bi-weekly payments of \$85.00 for fiscal year 2013-2014; and bi-weekly payments of \$100.00 for fiscal year 2014-2015.

6.6 *Retention Pay.* Each Represented Employee will receive semi-annual payments in the first pay period in July and the first pay period of December that are equal to the following amounts for the purpose of assuring retention of employees among the ranks. . Retention pay shall not be prorated. Represented Employees must serve for complete fiscal years in order to qualify for the next corresponding level of retention pay. Represented Employees terminating their employment with the City for any reason shall forfeit any retention pay that would otherwise be next due.

Minimum Full Years of Service	Semi-Annual Payment	Annual Payment
9+	\$800	\$1,600
8 to 9	\$700	\$1,400
7 to 8	\$600	\$1,200
6 to 7	\$500	\$1,000
5 to 6	\$400	\$800
4 to 5	\$300	\$600
3 to 4	\$200	\$400

6.7 *Bilingual Pay.* Represented Employees qualifying for bilingual pay per City policies and procedures shall receive supplemental pay in the amount of \$1,200.00 per year. The total number of employees within the Fire Department receiving supplemental pay for

bilingual skills shall not exceed 14 employees. All employees receiving supplemental pay for bilingual skills may be required to be recertified as deemed necessary. Upon a determination by the City that an employee's bilingual skills are no longer necessary or beneficial to the employee's job performance, this supplement may be terminated and made available for another employee in a position having a greater need for or benefit from bilingual skills.

6.8 *Clothing Allowance.*

Each represented employee shall receive a Uniform Allowance during the first pay period of December and during the first pay period of June. Such allowances shall be made to offset the costs incurred by represented employees for the purchase of required work related clothing and equipment. Uniform Allowance for fiscal year 2012-2013 shall be \$400.00 semi-annually (totaling \$800.00 annually). Uniform Allowance for fiscal year 2013-2014 shall be \$450.00 semi-annually (totaling \$900.00 annually). Uniform Allowance for fiscal year 2014-2015 shall be \$525.00 semi-annually (totaling \$1050.00 annually).

6.9 *Market Analysis.* During the final year of this agreement, the City's Human Resources department will compare the maximum of step rate ranges of represented employee's positions to comparable positions in benchmark cities identified in Appendix B. The City will notify the Employee Organization if any benchmark city is added or deleted from the list and reason for the change. If the maximum of the step rate range is within plus 5% of the average maximum for the benchmark cities, the Employee Organization and City will deem the Organization maximum rate acceptable "at market". The City will conduct such market survey after July 1, and provide survey information to the Employee Organization by August 31.

6.10 Represented Employees required to work additional hours on Shift alignment day in any "Leap Year" will be compensated at time and one-half their regular rates of pay for all hours worked above the FLSA maximum hour standards for the pay period in which the Shift Alignment Day falls.

ARTICLE 7 Benefits

7.1 *Life and Disability Insurance.* Represented Employees shall be covered by the City's life, disability, and other insurance plans in the manner and quantity offered to all City employees.

7.2 *Other Benefits.* The City may provide optional benefits to eligible employees through payroll deductions. Represented Employees will be offered the same optional benefits that are offered to all City employees.

7.3 *Retirement Benefits.* Retirement benefits for Represented Employees shall continue to be provided by enrollment in the Arizona Public Safety Personnel Retirement System. Deductions shall be made from each paycheck in accordance with the law and the City shall contribute the amount required by law. A Represented Employee's retirement may be

augmented by the contributions to the Represented Employee's deferred compensation account as set forth herein.

7.4 *Order of Precedence.* This Article contains only a summary of certain benefits. The City's Human Resources Policies and Procedures, benefit plans, and policies are the controlling documents. Any disputes concerning benefits will be controlled by those documents.

7.5 *Education Assistance Program* is an applicable benefit for Represented Employees as outlined in Human Resource Policy 401, section f. If funding should be available under the City's Education Assistance Program, Represented Employees shall be eligible for this benefit on a first-come first-served basis at a maximum annual amount equivalent to the cost of 32 lower-division, in-state tuition, credit hours at Arizona State University.

ARTICLE 8 Prohibition of Strikes and Lockouts

8.1 Represented Employees shall not engage in strikes, sympathy strike, work stoppage, slowdown, walkout, picketing, concerted failure to report to work, refusal to cross a picket line or any other activity, individually or concerted, that would interfere with or adversely affect the operations or mission of the City. The Employee Organization shall not, directly or indirectly, instigate, support, encourage, or participate in any strike, sympathy strike, work stoppage, slowdown, walkout, picketing, concerted failure to report to work, refusal to cross a picket line, or any other interference with employees' work or the City's operations and shall notify Represented Employees of such prohibitions.

8.2 In the event of a violation of Article 8.1, the Employee Organization shall immediately and in good faith publicly disavow the violation as an illegal strike, insist that the employees involved cease such violation, and use all means within its power to end such violation as soon as possible.

8.3 The City agrees that it will not lock out the Represented Employees as a result of the meet and confer process.

ARTICLE 9 Duration and Implementation

9.1 This MOU shall remain in full force and effect commencing on July 1, 2012 and terminating on June 30, 2015, provided that notice of reopening is given pursuant to the meet and confer process. If notice is not given, then this MOU shall automatically renew for successive one-year periods.

9.2 Except by mutual agreement of the parties and as allowed by the Ordinance, the City shall not be required to meet and confer concerning any other matters, covered or not covered herein, during the terms of this MOU.

9.3 In the unlikely event during the term of this MOU the City experiences a budget shortfall or faces legal requirements that, if not resolved during the budget year, would result in the layoff of Represented Employees, a reduction in the pay or benefits, or the curtailment of services provided to the City's citizens, this MOU shall be reopened.

9.3.1 This provision shall only apply if the general population of the City's employees is subject to the same or greater reduction of pay or benefits or resulting layoffs.

9.3.2 The City shall notify the Employee Organization's representative identified pursuant to Glendale Code § 2-80(1)(1)(d) of the reopening of this MOU. Such notice shall include at a minimum, the reasons for the reopening, the anticipated amount of the shortfall that must be addressed in order to alleviate the need to layoff City employees, reduction of pay or benefits, or the curtailed services provided to the City's citizens, and current budget information.

9.3.3 The City and the Employee Organization shall meet and confer in good faith for a period of no less than 30 calendar days in an effort to reach accord on how best to address the City's shortfall.

9.3.4 Recommended modifications to the MOU shall be submitted by the City Manager directly to the City Council which shall make a final determination as to the implementation of the recommended modifications.

9.3.5 Should the City and the Employee Organization be unable to reach accord on the recommended modification within the period set by this provision, the remedies established by Glendale City Code § 2-85(f) regarding mediation may apply. If no resolution is reached after 30 days of good faith participation in mediation, the remedies established by Glendale City Code § 2-8(g) shall apply.

9.4 During the preparation of changes to the City's and Department's policies resulting from the adoption of this MOU, The City shall meet with the Employee Organization. The City and the Employee Organization shall agree on any and all policy changes prior to them being published.

ARTICLE 10 Hours of Work, Working Conditions, and Leave

10.1 *Workweek.* The workweek for Represented Employees shall be defined as seven consecutive 24-hour periods beginning at 12:01 a.m. on Saturday and ending at 12:00 midnight the following Friday. The Fire Department may establish alternate workweeks of seven consecutive days. When implementing an alternate workweek plan, the alternate plan shall be defined and documented with the Human Resources Director. A Represented Employee's supervisor may assign a Represented Employee to an alternate workweek plan and shall communicate that assignment to the Represented Employee.

10.2 *Work Period.* The City may adopt a work period of up to 28 days for sworn fire personnel.

10.3 *Hours of Work.* The duty hours for Represented Employees assigned to Operations or Emergency Services, excluding 40 hours per week staff assignments, shall continue to be 56 hours per week. Represented Employees who work 56 hours per week will operate within a three-platoon shift system. Each shift shall continue to be 24 hours in duration. Work hours for a Represented Employee shall be 24 hours on-shift and 48 hours off-shift. Represented Employees will receive one 24-hour period off from work every six weeks during which the Represented Employee averaged 56 hours per week ("Kelly Day") and is a FLSA requirement that Represented Employee receive in lieu of FLSA overtime. The work hours and schedule of any Represented Employee assigned to the 40-hour schedule shall be at the discretion of the Fire Chief.

10.4 *Meal Periods.* If a Represented Employee is required to work or be on active standby during his or her designated meal period, that time shall be considered work hours for the purposes of § 11.2. In order to qualify for a lunch period that is considered work hours, the Represented Employee must be on-call during his or her entire work shift. They must not leave the work premises unless authorized to do so and must respond to any duty calls during that lunch period.

10.5 *Absent with Relief (AWR) Leave.* Two Represented Employees may exchange shifts; however, shift exchanges shall not qualify any Represented Employee for overtime payments. All shift exchanges are subject to the approval of the Fire Chief or his designee.

10.6 *Shift, Station, and Kelly Day Assignments.* A shift, station, Kelly Day assignment, and bid system policy will be created, implemented, managed and changed utilizing the OCP ARTICLE.

10.7 *Holiday Leave* The following shall be the official holidays for Represented Employees. These are paid holidays unless otherwise indicated:

- January 1, "New Year's Day"
- Third Monday in January, "Dr. Martin Luther King, Jr. Day"
- Third Monday in February, "President's Day"
- March 31, "Cesar Estrada Chavez Day" non-paid holiday
- Last Monday in May, "Memorial Day"
- July 4, "Independence Day"
- First Monday in September, "Labor Day"
- Second Monday in October, "Columbus Day"
- November 11, "Veterans Day"
- Fourth Thursday in November, "Thanksgiving Day"
- Fourth Friday in November, "Day after Thanksgiving Day"
- Christmas Eve - 1/2 Day

- December 25, "Christmas Day"

10.7.1 Cesar Estrada Chavez Day is a non-paid official holiday. Employees may use vacation or compensatory time for celebrating the holiday.

10.7.2 When an official holiday, except Christmas Eve, falls on Saturday, the preceding Friday will be observed as a holiday. When an official holiday, except Christmas Eve, falls on Sunday, the following Monday shall be observed as a holiday.

10.7.3 When Christmas Eve falls on a Saturday or a Sunday, Represented Employees shall be allowed an additional 4 hours of paid leave. This leave is granted under rules governing vacation.

10.7.4 Represented Employees shall receive, for each official holiday as determined by the department, the holiday off, an alternative day off, or, with regard to paid holidays, eight hours of additional pay for 40-hour per week employees and 10.4 hours for 52-hour per week employees. If Christmas Eve is worked and alternative time off is not given, 40-hour per week employees receive 4 hours of additional pay and 52-hour per week employees receive 5.2 hours of additional pay.

10.8 Vacation Leave. Represented Employees accrue annual vacation leave on a per-hour-paid basis as outlined below. Years of service will be based upon continuous tenure from the first date of regular status employment.

Years of Service	Hours Accrued
0-5 years	.05
5-10 years	.06
10+ years	.09

10.8.1 Eligibility to use vacation credits shall begin after completion of one month of regular status employment.

10.8.2 Vacation will be charged to the Represented Employee's leave time on an hour for hour basis.

10.8.3 The Vacation Accrual Limits Are As Follows:

320 Hours For 40 Hour Per Week Employees
416 Hours For 52 Hour Per Week Employees

10.8.4 If the department is experiencing an unusual workload and the taking of a vacation would result in hardship to the department, the department head may approve that an exception be granted and notifies the Human Resources Director. No such deferral shall exceed six months in any twelve-month period.

10.8.5 Vacation leave should be requested in a timely manner as determined by the department head so other operating and work flow adjustments can be made. The department may or may not grant the use of the vacation leave for a particular time based on operating and staffing level considerations. Leave is requested and approved according to departmental procedure.

10.8.6 Vacation leave may be donated to other employees who may be in need and have no remaining sick leave, vacation leave, and compensatory time accruals, and exceptional disability leave. The following stipulations apply:

10.8.6.1 Vacation leave may be donated by a Represented Employee to any regular status employee of the city who has exhausted all of their leave accruals (sick, vacation, and compensatory time) and exceptional disability leave because of: (1) a condition covered by the Family Medical Leave Act, as verified by a doctor, of the employee; or (2) a serious health condition, as verified by a doctor, of an immediate family member of the employee.

10.8.6.2 The Represented Employee donating their vacation time must have at least 40 hours remaining after the donation.

10.8.6.3 A Represented Employee who desires to donate hours must complete and sign a Vacation Time Donation form that is available from the department, or from the Finance Department/Payroll and/or the City of Glendale's Intranet site. The Represented Employee must indicate the number of hours donated and to whom, and submit it to the department head or designee for approval.

10.8.6.4 Once approved, the department head or designee will forward the form to the Human Resources Department for final approval. Once the Human Resources Department approves the vacation donation request, it is sent to Payroll for processing.

10.8.6.5 Donated hours will be credited from the date the receiving employee exhausted his/her leave accruals and exceptional disability leave.

10.8.6.6 A doctor's release back to duty (either regular or light duty where offered) will serve as the point when donated vacation leave will no longer be permitted to be used.

10.8.6.7 The Finance Department/Payroll shall ensure that donated hours are used in the order they are donated by pay period. Any unused donated hours will not be charged to the donating employee's accrual bank. In the event more than one individual donated leave the last effected pay period, the Finance

Department/Payroll will split the hours proportionately based on their leave donation.

10.8.6.8 It is the Finance Department/Payroll's responsibility to inform donating Represented Employees about their returned hours.

10.8.7 Represented employees who separate from service will be compensated in their final check for all unused annual vacation leave that does not exceed the vacation accrual limit.

10.9 *Vacation Conversion Program.* During March, June, September, and December of each year, a represented employee who has attained a minimum of seventeen (17) years of continuous accredited service and whose vacation leave balance has reached the maximum accrual limits set forth in Human Resources Policy 401, Section ii.c.5, may apply to have the additional vacation leave that he/she earns paid to them on a per pay period basis and have all vacation accruals cease for a maximum period of thirty-six consecutive months.

Entering or exiting in the program is limited to the months of March, June, September or December. The employee must submit a completed request form to his/her department head for approval no later than 30 days prior to the first of the selected month in which the employee wants to begin or end receiving the program. Once the employee initially enrolls in the program, the thirty-six (36) month period begins. Vacation will no longer accrue while an employee is enrolled in the program, however the employee may use accrued vacation time in accordance with City and Department Policies for doing so. To opt out of the program, an employee must submit a form to his/her department head for approval no later than 30 days prior to the first of the month (March, June, September or December) in which the employee wants to opt out. An employee who had opted out of the program may request to re-enter the program during one of the identified enrollment periods so long as the employee meets the criteria set forth above. Reenrollment will not extend the original thirty-six (36) month period.

The payment will be included on the employee's regular paycheck and is subject to regular payroll taxes and deductions.

10.10 *Sick Leave.* Represented Employees shall accrue sick leave benefits on a per-hour-paid basis. Represented Employees will accrue .05 hours per hour paid. Eligibility to use sick leave benefits shall commence after completion of one month of regular status employment. The City may, in its discretion, require a doctor's verification of the need for sick leave. The City reserves the right to refer any Represented Employee to any doctor designated by the City in determining whether or not sick leave shall be paid.

10.10.2 Sick leave will be charged to the Represented employee's leave time on an hour-for-hour basis. Should an employee exhaust all accrued sick leave, accumulated vacation leave and compensatory time shall be automatically used.

10.10.3 Leave for preventive care or to care for an ill or injured immediate family member may be charged to sick leave. The City may, in its discretion, require a doctor's verification of the need for leave to care for an ill or injured immediate family member. The length of leave to care for an immediate family member shall be limited to the leave time permitted under the Family Medical Leave Act. An employee who has exhausted accrued sick leave may request to use accrued vacation time if leave is still necessary (as determined by doctor verification) and the total leave time has not exceeded the time permitted under the Family Medical Leave Act.

10.11 *Sick leave conversion at retirement.*—At separation from service, a contribution equal to one-hundred percent (100%) of Represented Employee's sick leave balance paid at 50% of average hourly wage over the last 36 months of employment will be made to Represented Employee's Retiree Health Savings account. Funds contributed to the Retiree Health Savings account are tax-free and may be used to make tax-free withdrawals to pay or reimburse eligible out of pocket health care costs and retiree health insurance premiums for the Represented Employee, spouse, and qualified IRS dependents in accordance with IRS Section 213. Contributions, earnings, and withdrawals from the Retiree Health Savings account are not tax reportable.

10.12 *Special Medical Leave for Public Safety Represented Employees.* A represented employee covered under this agreement may be entitled to use up to a total of 96 hours of Special Medical Leave per calendar year for a qualifying reason(s) as defined below if they meet the appropriate eligibility criteria outlined.

10.12.1 Qualifying Reasons

10.12.1.1 Birth or Adoption of a child - Birth and care of a newborn child of the employee and/or the placement with the employee of a son or daughter for adoption.

10.12.1.2 Care for an immediate family member who has a sudden catastrophic injury or illness - A sudden catastrophic injury or illness is defined as an extremely severe health condition that necessitates medically required convalescence and/or treatment or a sudden severe unforeseen accident or condition resulting in physical or mental incapacitation. The catastrophic illness or injury must be a terminal illness, mortal injury, or a life endangering event that requires hospitalization and/or rehabilitation under the supervision of a state licensed medical provider for more than three (3) days. Health conditions that do not require more than three (3) days for convalescence or treatment and are not deemed to be terminal, a mortal injury, or a life endangering condition based on medical documentation received will not be classified as a catastrophic injury or illness. Examples of catastrophic injury or illness include a determination of terminal cancer, terminal brain tumor, coma, heart attack,

stroke, complications due to AIDS, major/severe burns, trauma due to residual paralysis, acute or psychotic mental conditions, etc.

10.12.1.3 During the Workers' Compensation Waiting Period - Based on the Arizona Workers' Compensation law, there is a seven (7) consecutive calendar day waiting period between the time that the work-related injury or accident occurs and the time that an employee may be approved for Worker's Compensation benefits (A.R.S. 23-1062 B). A represented employee may be granted Special Medical Leave to use during this waiting period provided that the employee's Workers' Compensation claim has been statutorily accepted for benefits and is recognized by the Industrial Commission of Arizona.

10.12.2 Eligibility Criteria

10.12.2.1 To be able to use Special Medical Leave for the birth or adoption of a child or for the care of an immediate family member who has a sudden catastrophic injury or illness, the represented employee must apply for Family Medical Leave. To be eligible for Family Medical Leave, the represented employee must have worked for the City a total of twelve (12) months and worked at least 1,250 hours over the previous twelve (12) months. Human Resources must receive supporting medical certification to be completed by the appropriate healthcare provider or supporting documentation for adoption from the employee and a Personnel Action form from the employee's department. The maximum duration of Special Medical Leave for these qualifying reasons shall be in accordance with and limited to the leave time permitted under the Family Medical Leave Act as outlined in Human Resources Policy 401, section III, H, a up to a maximum of 96 hours per calendar year. If the represented employee is not approved to use leave under the Family Medical Leave Act, the employee will be responsible for reimbursing the City for any Special Medical Leave that was used based upon that request.

10.12.2.2 To be able to use Special Medical Leave during a Workers' Compensation waiting period, the represented employee must follow the guidelines as stated in Human Resources Policy 401, section III, A, 5. The represented employee may use no more than 40 hours of Special Medical Leave for a 40 hour per week employee or 52 hours for a 52 hour per week employee during a waiting period per accepted claim, not to exceed the maximum of 96 hours per calendar year. If the represented employee's claim is not accepted for benefits by the Industrial Commission of Arizona, the employee will be responsible for reimbursing the City for any Special Medical Leave that was used during the waiting period.

10.13 *Compensatory Time Off*. The maximum number of compensatory hours that a Represented Employee will be permitted to accrue shall be 200 hours (133.3 hours of actual

overtime). Based on departmental needs, priorities and staffing requirements, the department may elect to not allow the accrual of compensatory time in lieu of overtime pay. The use of compensatory time by the employee shall be scheduled in accordance with departmental guidelines and procedures. An employee shall be permitted to use accrued compensatory time within a reasonable period after it is requested if it does not unduly disrupt the operation of services. Upon separation from City employment, employees with a compensatory time balance are paid at their current regular rate of pay. An employee who is promoted or reclassified to an exempt position is either paid for any compensatory time (comp time) balance at their regular rate of pay prior to the personnel action, or may convert the comp time to vacation, as long as doing so does not exceed the allowable vacation balance maximum.

ARTICLE 11 Effect, Interpretation, and Savings Clause

11.1 This MOU constitutes the entire agreement of the City and the Employee Organization, arrived at as the result of meeting and conferring. This MOU shall supersede all previous agreements, understandings, and prior practices related to matters included within this MOU.

11.2 The parties acknowledge that during the meet and confer process which resulted in this MOU, each had the opportunity to make proposals with respect to any subject or matter not removed by law as a subject matter of the meet and confer process, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU.

11.3 All provisions of this MOU and all terms used herein shall be interpreted in such a manner as to be consistent in all cases with the Ordinance. In the event of any inconsistent provision or use of a term, the Ordinance shall take precedent.

11.4 If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction or government agency having authority over the provisions, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this MOU will continue in full force and effect. The parties will meet within 60 days after a request by the City or the Employee Organization to discuss the invalidated provision.