



## **MEMORANDUM OF UNDERSTANDING**

**July 1, 2025 – June 30, 2027**

*between*

**CITY OF MARICOPA**

**AND**

**PROFESSIONAL FIREFIGHTERS OF MARICOPA  
IAFF LOCAL 4561**

**REPRESENTING  
MARICOPA FIREFIGHTERS**

Table of Contents

<b>DEFINITIONS</b>	<b>4</b>
<b>PREAMBLE</b>	<b>6</b>
<b>ARTICLE 1:RIGHTS.....</b>	<b>7</b>
Section 1 – 1:Purpose / Gender .....	7
Section 1 – 2:City and Management Rights .....	7
Section 1 – 3:Employee Organization Rights.....	8
Section 1 – 4:Unit Member Rights.....	10
Section 1 – 5:Prohibition of Strike and Lockouts.....	10
<b>ARTICLE 2:PROCEDURE FOR ALLEGED BREACH OF MOU .....</b>	<b>12</b>
Section 2 – 1:Labor-Management Procedure for Alleged Breach of MOU.....	12
Section 2 – 2:Personnel Grievance Procedure .....	14
Section 2 – 3:Committee Process.....	14
<b>ARTICLE 3:COMPENSATION AND WAGES.....</b>	<b>14</b>
Section 3 – 1:Base Wages .....	14
Section 3 – 2:Paramedic Pay.....	15
Section 3 – 3:Special Operations Pay .....	15
Section 3 – 4:Overtime.....	15
Section 3 – 5:Special Event Pay.....	16
Section 3 – 6:Holiday Overtime .....	16
Section 3 – 7:Call Back Pay .....	16
Section 3 – 8:Light Duty Assignments.....	16
Section 3 – 9:Authorized Staff Assignments .....	17
Section 3 – 10:Working Out-of-Classification.....	17
Section 3 – 11:Bilingual Pay .....	18
<b>ARTICLE 4:HOURS OF WORK.....</b>	<b>18</b>
Section 4 – 1:Hours of Work .....	18
<b>ARTICLE 5:BENEFITS .....</b>	<b>18</b>
Section 5 – 1:Health and Vision Insurance.....	18
Section 5 – 2:Dental Insurance.....	18
Section 5 – 3:Life Insurance .....	18
Section 5 – 4:Short Term Disability Insurance.....	18
Section 5 – 5:Long Term Disability Insurance.....	19
Section 5 – 6:Deferred Compensation.....	19
Section 5 – 7:Holidays .....	19
Section 5 – 8:Vacation.....	20

Section 5 – 9:Vacation Buy Back .....	20
Section 5 – 10:Uniforms .....	20
Section 5 – 11:Sick and Other Leave.....	21
Section 5 – 12:Payment of Sick Leave for Line of Duty Death .....	22
Section 5 – 13:Post Employment Health Plan .....	22
Section 5 – 14:Cancer Screening .....	23
ARTICLE 6:MISCELLANEOUS.....	23
Section 6 – 1:Saving Clause.....	23
Section 6 – 2:Copies of Memorandum .....	23
Section 6 – 3:Term and Effect of Memorandum .....	24

## APPENDIX 26

## **DEFINITIONS**

The following words, terms, and phrases, when used in this Memorandum, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- **Base Pay:** The member's current hourly rate based on the agreed upon pay step plan listed in this Memorandum of Understanding.
- **Board of Trustees:** The Board of Trustees designated by the Professional Firefighters of Maricopa IAFF Local 4561.
- **City and Employer:** The City of Maricopa, an Arizona municipal corporation.
- **City Code:** The Maricopa City Code as adopted by the City Council, as may be amended from time to time.
- **City Council:** The City Council for the City of Maricopa.
- **City Manager:** The City Manager of the City of Maricopa or his designee.
- **Department:** The Maricopa Fire Department for the City of Maricopa.
- **Day:** A Calendar day except as otherwise stated.
- **Fire Chief:** The Fire Chief of the City of Maricopa or their designee.
- **Employee:** Benefited full-time and benefited part-time employees; but shall exclude contracted, temporary, seasonal, or new probationary employees, employees on leaves of absence where the duration of time off is in excess of six (6) months with the exception of employees on military leave.
- **Employee Organization, Employee Group, Local, Union and Unit:** An organization designated by the City Council as authorized to represent employees in the meet and confer process as described in this Code and other codes of the city for the purpose of meeting and conferring relating to wages, hours, benefits and other conditions of employment including the Professional Firefighters of Maricopa, IAFF Local 4561.
- **Fiscal year:** The budget term adopted by the City.
- **FLSA:** The Fair Labor Standards Act, as amended from time to time.
- **Human Resources:** The Department of Human Resources for the City of Maricopa.
- **Management:** Any city employee who is engaged primarily in executive, management, supervisory functions, and/or is charged with the responsibility of developing, administering or effectuating management policies. Fire personnel below the rank of Battalion Chief are

exempt from this designation. The determination of management status shall be made by the City Manager and may be amended from time to time.

- **Mayor:** The Mayor of the City of Maricopa or their designee.
- **Meet and Confer Ordinance and Meet and Confer Code:** Ordinance 11-09 as adopted by the City Council on **August 16, 2011**, as may be amended from time to time.
- **Memorandum or MOU:** This Memorandum of Understanding as approved by the Professional Firefighters of Maricopa IAFF Local 4561 and the City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.
- **Personnel Policies and Procedures** means the City of Maricopa Personnel Policies and Procedures, as may be amended from time to time.
- **Regular Rate of Pay:** Includes all remuneration for employment except; taxable benefits (i.e. Copper Sky membership); expense reimbursements (i.e. tuition); and allowances (i.e. cell phone).
- **State:** The State of Arizona.

## **PREAMBLE**

Whereas the well-being and morale of the employees of the City are benefited by providing an opportunity to participate in the formulation of policies and practices affecting the wages, hours, benefits and other conditions of their employment; and

Whereas the parties hereby acknowledge that the provisions of this Memorandum of Understanding (hereinafter “Memorandum”) are not intended to abrogate the authority and responsibility of the City government provided for under the statutes of the State of Arizona or the charter or ordinances of the City; and

Whereas the parties, through their designated representatives, met and conferred in good faith pursuant to the Meet and Confer Ordinance in order to reach agreement concerning wages, hours, benefits and other conditions of employment in the bargaining unit; and

Now, therefore, the City of Maricopa, hereinafter referred to as the “City” and, Professional Firefighters of Maricopa IAFF Local 4561, hereinafter referred to as the “Employee Organization,” having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit the Memorandum to the Mayor and the City Council of the City of Maricopa with their joint recommendation that the body resolve to adopt its terms.

## **ARTICLE 1: RIGHTS**

### **Section 1 – 1: Purpose / Gender**

It is the purpose of this Memorandum to continue and maintain harmonious relations, cooperation, and understanding between the City and its employees; and to set forth the full and entire understanding of the parties reached as a result of a good faith meeting and conferring regarding wages, hours, benefits, terms and other conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to the Mayor and City Council.

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

### **Section 1 – 2: City and Management Rights**

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

- A. 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.
- B. 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 Municipal Code, the Ordinance, or alter the rights, obligations, and restrictions set forth in Arizona or Federal law.

**Section 1 – 3: Employee Organization Rights**

- A. It is understood by the parties that the benefits granted by this Article 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 Article.
- B. The Employee Organization, as the authorized representative, has the exclusive right to serve as the meet and confer representative of all employees in the Fire Fighter's Unit as noted in City of Maricopa Ordinance number 11-09 and Article VI, Section 3-278 of the City Code.
- C. The Employee Organization, through its designated representative, may distribute materials on the City premises (building and grounds) only before and after scheduled departmental activities designated by the Fire Chief. Activities will not in any manner interfere with the efficient and economical operations of the Department or adversely impact the level of emergency service or support services.
- D. Employee Organization members may be permitted to engage in Employee Organization related activities during duty hours on a non-paid basis, provided such activities are authorized in advance in writing per occurrence by the Fire Chief. Authorization shall not be unreasonably withheld and shall be granted when activities do not interfere with the efficient and economical operations of the Department nor adversely impact the level of Fire Fighting services or support services.
- E. There shall be no use of official time for Employee Organization-related activities except as expressly authorized under this Article. The Department shall maintain procedures to administer and control the use of official time in conformity with the provisions of this Article.
- F. The city shall furnish to the Employee Organization on request, at actual cost, a listing of Employee Organization members on City payroll deduction in July and January during the term of this Memorandum indicating the name, mailing address, and job assignment. The Employee Organization agrees to use this list solely for purposes of communicating with Unit members and will not share this information with other individuals or organizations. The City shall not release said information without the member's consent.
- G. Payroll Deduction
  - 1) The City shall deduct yearly from all twenty-six (26) checks of Employee Organization members, the regular periodic Employee Organization membership dues pursuant to the City's deduction authorization form duly completed and signed by the employee and transmit such deductions monthly to the Employee Organization no later than the fourteenth (14<sup>th</sup>) day following the end of the pay period in which the deduction occurs, along with an alphabetical list of all employees for whom deductions have been made. Such deduction shall



be made only when the Employee Organization member's earning for a pay period, are sufficient after other legally required deductions are made.

- 2) Authorization for membership dues deduction shall remain in effect during the term hereof unless revoked in writing by the employee. The City shall accept revocation of deductions which will be effective the following payroll period. Re-enrollments shall only be accepted by the city during the first week of January and July for the term of this Memorandum. The City will notify the Employee Organization of any revocations submitted to it.
- 3) The City shall not make dues deductions for unit members on behalf of any other non-designated Employee Organization (as defined in the Meet and Confer Code) during the term of this Memorandum.
- 4) It is agreed that the City assumes no liability on account of any actions taken pursuant to this section. The City will, however, as promptly as technically possible, implement changes brought to its attention.
- 5) The City shall, at the written request of the Employee Organization during the term of this Memorandum, make changes in the amount of dues deduction hereunder for the general membership, provided costs for implementing such changes shall be reimbursed by the Employee Organization at actual cost incurred by the City. Any said changes shall be limited to July and January of each year.

#### H. Facilities and Services

- 1) The City shall provide the Employee Organization with space for bulletin boards for its use in communicating with its members at mutually agreeable locations. The City shall grant sole and exclusive use of such bulletin boards to the Employee Organization. Bulletin boards shall not exceed one per station or 4' x 3' (width by height) in size.
- 2) Material which is not abusive of any person or organization, which complies with City policy and applicable laws regulating the political activities of City Employees, and which is not disruptive to the City's operations, may be posted or distributed, provided that such material is signed by an authorized official of the Employee Organization. The Employee Organization may grieve any removal by the City of posted material.

#### I. Recognition

The City recognizes the Employee Organization as the sole and exclusive Meet and Confer agent, pursuant to the Meet and Confer Ordinance for the purpose of representation regarding wages, hours, benefits and other conditions of employment for all regular full-time non-

probationary employees in the bargaining unit. Employee Organizations shall have no rights beyond those specified in the Meet and Confer Ordinance and this Memorandum.

J. Employee Organization

Members who are considered supervisors shall act in a capacity which encourages unit member/management teamwork and shall work with management collaboratively to ensure unit members act in a manner that encourages teamwork and contributes to a positive work environment within the city, its' officers, and employees. The unit member who is in a supervisory capacity, on a permanent or acting basis, shall be held accountable for their management duties first and foremost during their time at work and shall not act in an inconsistent manner with their supervisory duties.

K. Professional Firefighters of Maricopa, Local IAFF 4561 Employee Organization shall not use City Logos, of any style, on signs, flyers or any other materials for distribution or posting unless approved by the City Manager.

**Section 1 – 4: Unit Member Rights**

- A. Eligible City employees have the right to be represented by an Employee Organization and to have a member of the Employee Organization present during the disciplinary process. The disciplinary process does not apply to an interview of an employee during the normal course of work, counseling, instruction, informal verbal admonishment or other routine or unplanned contact with a supervisor.
- B. All unit employees shall have the right to join or not to join the 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 will necessitate disciplinary action.
- C. An exclusive Employee Organization must equally and fairly represent all employees in the unit.
- D. All unit employees shall have the right to present their own grievance.

**Section 1 – 5: Prohibition of Strike and Lockouts**

- A. The Employee Organization and the unit members covered by this Memorandum recognize and agree that rendering of services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and to do so would endanger the health, safety, and welfare of the citizens of the City of Maricopa.

- B. The Employee Organization pledges to maintain unimpaired municipal services as directed by the City. Neither the Employee Organization, nor any unit member, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the City or the Department. During the term of this Memorandum, neither the City nor its agents for any reason shall authorize, institute, aid or promote a lockout of unit members covered by this memorandum.
- C. Should any unit member during the term of this Memorandum, and until such time that it is expressly and legally rescinded, breach the obligations of Section 1-5B, the City Manager or their designee shall immediately notify the Employee Organization that a prohibited action is in progress.
- D. The Employee Organization shall forthwith, through its executive officers and other authorized representatives, disavow said strike or other prohibited action, and shall notify in writing all Employee Organization members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others. Copies of such notification shall be delivered to the office of the City Manager. In addition, the Employee Organization shall order all unit members violating this Article to immediately return to work and cease the strike or other prohibited activity. Such order shall be delivered both orally and in writing to all unit members violating this Article with copies of the written order to be delivered to the office of the City Manager.
- E. Penalties or sanctions the City may assess against a unit member who violates this Section shall include, but not be limited to:
  - 1) Discipline up to and including discharge.
  - 2) Loss of all compensation and benefits, including seniority, during the period of such prohibited activity.
- F. Should the Employee Organization during the term of this Memorandum and until such time that it is expressly and legally rescinded, breach its obligations under this Section, it is agreed that all penalties set forth in the City Code, shall be imposed on the Employee Organization, in addition to any other legal and administrative remedies available to the City that in its discretion it may elect to pursue.
- G. Nothing contained herein shall preclude the City from obtaining judicial restraint or from seeking damages from the Employee Organization, in the event of a violation of this Section.

## **ARTICLE 2: PROCEDURE FOR ALLEGED BREACH OF MOU**

### **Section 2 – 1: Labor-Management Procedure for Alleged Breach of MOU**

If either a designated Employee Organization or employee claims that the Memorandum of Understanding has been breached, the Parties alleging the breach shall:

- A. First, with the objective of resolving the alleged breach, discuss the alleged breach directly with the immediate supervisor outside the designated employee group. If the alleged breach is not resolved within ten (10) workdays, a written allegation of the alleged breach may be filed with the immediate supervisor and Human Resources. To be considered, the alleged breach must be timely submitted and contain, at a minimum, the specific contractual provision(s) of this Memorandum of Understanding that is/are alleged to have been violated with facts constituting the alleged violation(s) and the relief sought.
- B. If, after ten (10) workdays from the date that the alleged breach was filed in writing with the immediate supervisor, the alleged breach is not resolved, the alleged breach may be filed in writing with the Fire Chief. He or his designee shall schedule a meeting in an attempt to resolve the alleged breach no later than five (5) workdays following receipt of the written alleged breach. The Fire Chief or his designee will have ten (10) additional workdays to render a decision.
- C. If the response of the Fire Chief does not result in resolution of the issue, then the alleged breach may be submitted in writing to a Review Committee within five (5) workdays of the response. The Review Committee shall be composed of:

**Chairman** – A member designated by the City Manager.

**Secretary** – Head of Human Resources or designee.

**Member** – Employee Organization President or his designee.

- 1) The Committee shall schedule a hearing regarding the alleged breach at which the parties shall be afforded the opportunity to fully present their positions and to be represented. Each party shall be entitled to bring documents and/or witness(es), at the expense of the Party bringing the witness(es), to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine the witness(es) brought by the other party.
- 2) If the Employee Organization so elects, in writing, within the above time limit, in lieu of such hearing the alleged breach may be reviewed by an arbitrator. The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation

Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties shall, within five (5) workdays of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator 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:

- i. The arbitrator shall be bound by the language of the Memorandum and departmental rules and regulations consistent therewith in considering any issue properly before him.
- ii. The arbitrator shall expressly confine himself to the precise issue submitted to him and shall have no authority to consider any other issue not so submitted to him.
- iii. The arbitrator shall be bound by applicable State and City laws.
- iv. The Review Committee or the arbitrator shall submit findings and advisory recommendations to the employee organization and to the City Manager. The cost of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

- D. The City Manager shall, within ten (10) workdays of the receipt of the written findings and recommendations, make the final determination of the alleged breach and submit it in writing to the Employee Organization.
- E. Failure of City Management representatives to comply with time limits specified in Paragraph C 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. The Employee Organization may, in its own name, file a grievance that alleges a violation by the City of the rights accorded to the Employee Organization by the specific terms of Article 1 – 3 of the Memorandum. The Employee Organization shall file such grievance at Step C of the Procedure. All other grievances must be filed and signed by a unit member, subject to the provisions of this Article.
- G. Employer grievances, should they occur as a result of official Employee Organization activities or actions, including the failure to act as required under this Memorandum, will be presented directly to the Employee Organization President within fifteen (15) workdays of the occurrence prompting the grievance. The President shall in each case provide a written answer within five (5) workdays from receipt of the grievance.

**Section 2 – 2: Personnel Grievance Procedure**

The city will maintain its current personnel grievance procedure for unit members during the term of this Memorandum notwithstanding changes required by federal, state or case law changes that are universal in their impact within the public sector.

**Section 2 – 3: Committee Process**

- A. There shall be a Fire Department Labor-Management Committee consisting of a minimum of four (4) members representing the Employee Group and four (4) members representing Fire Department Management. One of the members representing the Fire Department shall be the Fire Chief or his designee. 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. Topics for discussion shall include but are not limited to implementation of new department programs, changes in current departmental programs or anything that will have an impact on service delivery, work schedules or duties, provided it does not change the agreed upon MOU.
- B. The Committee shall meet as necessary at mutually agreed upon times.
- C. In addition to the department-based committee process, the city agrees to establish a meeting that will include the following participants: The City Manager and/or their designees, the Fire Chief and/or their designees, and Labor representatives or their designees. Each representative group may appoint no more than five designees. It is recommended that at least one forum be held each calendar year.

**ARTICLE 3: COMPENSATION AND WAGES**

**Section 3 – 1: Base Wages**

Fire Fighters, Fire Engineers and Fire Captains will be compensated according to the salary step plan outlined in the Appendix. Compensation will be calculated based on a 2912-hour work year. The City will conduct a market study to evaluate salary and benefits. City staff will conduct the survey comparing equivalent positions in the following cities: Superstition (Apache Junction), Buckeye, Avondale, Casa Grande, Goodyear, and Queen Creek. The survey will be conducted during October and November of 2026 with results published by December 15<sup>th</sup>, 2026.

- A. In the first full paycheck of the new fiscal year, the member shall be advanced one step in the Fire Pay Step Schedule until they have advanced to the maximum step as established for their rank in the Fire Pay Step Schedule. (Appendix).
- B. Rank promotional compensation shall be as follows:
  - 1) Upon promotion to Engineer, the employee shall be placed in a step that is no less than five percent (5%) above the employee's current rate of pay as a Firefighter.
  - 2) Upon promotion to Captain, the employee shall be placed in a step that is no less than five percent (5%) above the employee's current rate of pay as a Firefighter or Engineer.
  - 3) Placement in the new grade will be limited to the maximum step of the grade.

**Section 3 – 2: Paramedic Pay**

The Fire Chief will deem how many paramedics are necessary for operations. When a need arises, members who are certified Arizona paramedics will be selected by the Chief and receive assignment pay equal to \$3.12 per hour. Paramedic pay will begin the first full pay period after the member becomes certified and such certification is acknowledged by the Chief and Human Resources.

**Section 3 – 3: Special Operations Pay**

Hazardous Material Technician (HazMat): When a member secures the proper certification as deemed appropriate by the Fire Chief and is authorized as a Hazardous Material Technician the member's wages shall be supplemented by payment of an additional hourly wage of \$1.25 per hour. The process by which a member becomes an authorized technician, and the number/make-up of technicians shall be codified in the Fire Department SOP for the term of the MOU.

**Section 3 – 4: Overtime**

A unit member who is assigned to be on duty beyond their scheduled shift shall be compensated for such assigned work at one and one-half (1 ½) times their regular rate of pay. Unit employees assigned to fifty- six (56) or forty (40) hours are compensated after the first seven (7) minutes of assigned worked overtime calculated to the nearest one-quarter (1/4) hour (six hours of FLSA mandatory overtime calculations will not be impacted by this agreement). Sick and Vacation leave shall be considered as hours worked for credit towards overtime calculation. The Fire Chief or designee shall endeavor to make overtime opportunities equal between unit members by rank, shift and time on the job. The procedures for managing overtime shall be a topic for discussion in the Fire Departments Labor-Management Committee. These discussions shall include such things as notification, range, and

rank for backfilling positions and other details needed for a working procedure. This procedure shall then be used by the Fire Department. Any subsequent alterations to this procedure shall be subject to discussion by the Fire Department Labor Management Committee. Should a disagreement arise, the matter will be a subject for discussion during the meet and confer for review of the provisions of this MOU.

**Section 3 – 5: Special Event Pay**

Unit members who are working designated special events within the City of Maricopa, and authorized by the Fire Chief or designee, shall be compensated at two (2) times their regular rate of pay. The hours worked under this provision shall be documented on the employee's payroll as Special Event-OT. For the purposes of this section, a Special Event is defined as any pre-planned, non-departmental event requiring Fire/EMS services that occur outside of regularly scheduled shift assignments. Special Events do not include events organized by or for the Fire Department.

**Section 3 – 6: Holiday Overtime**

Unit members who are called into work on the following holidays, not as their regular scheduled shift, shall be compensated at two (2) times their base rate of pay for those hours. The holidays that qualify for this adjusted base rate of pay include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Section 3 – 7: Call Back Pay**

Call back time shall be a minimum of four (4) hours at one and one-half (1 ½) times the unit member's regular rate of pay (fifty-six (56) or forty (40) hours depending on their assignment) after the first seven (7) minutes calculated to the nearest one-quarter (1/4) hour.

**Section 3 – 8: Light Duty Assignments**

A Unit member assigned to light duty for more than two (2) pay periods shall have his hours converted from a 56-hour to 40-hour schedule using the following formula to convert to a 40-hour hourly rate:

	Annualized Salary	
2912 x Hourly rate	= A	56-hour rate
156 x .5 x Hourly rate	= B	
Total of both	A + B	
2080 / Total of both	= A + B / 2080	40-hour rate

Example:



	Annualized Salary	
2912 x \$20.00	= \$58,240	56-hour rate
156 x .5 x Hourly rate	= \$1,560	
Total of both	\$59,800	
2080 / Total of both	= \$28.75	40-hour rate

The members' leave accrual balance and rate of leave accrual will also be adjusted to align with the 40-hour schedule after two (2) pay periods for the remainder of the light duty assignment.

### **Section 3 – 9: \_\_\_\_\_ Authorized Staff Assignments**

Unit members assigned to any 40-hour assignment (excluding light duty) will have their hours converted from a 56-hour to 40-hour schedule, following the formula outlined in Section 3-8 for Light Duty Assignments. They will also receive a 6% pay increase to base pay as an incentive, which will be applied once the member transitions to the 40-hour schedule.

- A. The member will be moved to the 40-hour schedule if the assignment exceeds two (2) consecutive weeks. They will remain eligible for Paramedic or Special Operations assignment pay.
- B. Members assigned to these 40-hour assignments will be eligible to work overtime at the discretion of the Fire Chief.

### **Section 3 – 10: \_\_\_\_\_ Working Out-of-Classification**

Unit employees assigned to work out of their designated classification for a period of four (4) hours or more shall be compensated for any time worked in a temporary out-of-class assignment. Working out-of-class pay shall be structured as follows:

1. A five percent (5%) increase in base pay shall be granted for the following transitions:
  - Firefighter to Engineer
  - Engineer to Captain
  - Captain to Battalion Chief
2. A ten percent (10%) increase in base pay shall be granted for the transition from Firefighter to Captain.
3. The same shall apply to forty (40) hour employees, and shall only apply for the shifts the employee is working out-of-class.

Members must adhere to departmental policies to qualify for and maintain their eligibility for Out-of-Class Pay.

**Section 3 – 11: Bilingual Pay**

Members who are required to speak, interpret, read, and write in Spanish or American Sign Language (ASL) and pass a proficiency examination, will receive \$0.55 per hour added to their regular rate of pay. The Fire Chief can deem additional languages appropriate for the community.

**ARTICLE 4: HOURS OF WORK**

**Section 4 – 1: Hours of Work**

- A. All employees covered by this MOU shall work a regular shift of a 48/96 work schedule consisting of two consecutive shifts of 24 consecutive hours, each followed by 96 consecutive hours off. Unit members on the 48/96 work schedule work an average of 56 hours per week or 112 hours per two-week pay period.
- B. The work hours and schedule of Unit employees assigned to the forty (40) hour schedule shall be at the discretion of the Fire Chief, refer to Section 3-9: Authorized Staff Assignments.

**ARTICLE 5: BENEFITS**

**Section 5 – 1: Health and Vision Insurance**

For the term of this Memorandum, the City will provide all members with the same health benefits, at the same cost-sharing level, as all other City employees.

**Section 5 – 2: Dental Insurance**

For the term of this Memorandum, the City will provide all members with the same health benefits, at the same cost-sharing level, as all other City employees.

**Section 5 – 3: Life Insurance**

For the term of this Memorandum, the City will provide all members with the same health benefits, at the same cost-sharing level, as all other City employees.

**Section 5 – 4: Short Term Disability Insurance**

As new employees of the City of Maricopa, all members shall be qualified to receive Short Term Disability coverage and maintained throughout the term of this MOU. All paperwork must be filed with Human Resources as soon as possible to be eligible for this benefit. It is the responsibility of the employee to file said forms.

**Section 5 – 5: Long Term Disability Insurance**

All members shall be qualified to receive Long Term Disability coverage through their retirement benefits under the Public Safety Personnel Retirement System (PSPRS) and have it maintained as designated by the PSPRS throughout the term of the Memorandum.

**Section 5 – 6: Deferred Compensation**

Effective July 1, 2025, the City shall match an employee's deferred compensation contribution, up to a maximum of two percent (2%) of the employee's bi-weekly regular rate of pay, per pay period upon completion of their initial probationary period of employment.

**Section 5 – 7: Holidays**

**A. Observance of Holidays for 40-Hour Work Week Employees**

Unit members, on a 40-hour work week, will follow the City's Administrative Policies for Holidays as outlined in the "Vacation, Sick Time, & Leave" section.

The City observes the following holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

**B. Holiday Pay for 56-Hour Workweek Employees**

1. Employees working a fifty-six (56) hour schedule shall receive eleven and two-tenths (11.2) hours of base pay for each City observed holiday listed above. .
2. Unit members will also receive three (3) floating holidays each year: Three (3) floating holidays will be paid at 11.2 hours of base pay. Two (2) floating holidays will be paid in the first full pay period in December and the third will be paid in the first full pay period in July.
3. These payments will be made at the Unit member's current base pay and will not be counted as hours worked for overtime computation.

C. Observance of Weekend Holidays

1. When a holiday falls on Sunday, it will be observed on the following Monday.
2. When a holiday falls on Saturday, it will be observed on the preceding Friday.

D. Any performance-based incentive, i.e. (additional floating holiday) that is awarded to city employees shall also be granted to all fire personnel in the form of pay at the member's base rate for 11.2 hours per floating holiday, paid during the first full pay period in July.

**Section 5 – 8: \_\_\_\_\_ Vacation**

- A. All full-time unit members shall earn vacation time based on length of continuous regular employment as outlined in city policy. Hours are given per pay period.
- B. Unit employees will follow City of Maricopa Vacation, Sick Time and Leave Policy.
- C. Vacation accrual rates for all employees are determined by the City of Maricopa Mayor and Council, with adjustments considered during publicly held meetings.
- D. Throughout the duration of this agreement, vacation accrual rates will not be reduced.

**Section 5 – 9: \_\_\_\_\_ Vacation Buy Back**

Employees hired on or before January 1, 2020, who have in excess of the maximum hours to be carried forward from one calendar year to the next on December 31 of each year will be paid for the excess amount of leave. The calculated amount will be paid in the first full pay period of the new calendar year. In order to be eligible to be paid for this excess amount, forty (40) hour employees must have taken at least 80 hours of vacation during the calendar year. Fifty-six (56) hour employee must have taken at least 96 hours of vacation during the calendar year. If an eligible employee has not taken at least 80 or 96 hours of vacation during the calendar year, they will lose any hours over their maximum amount. Only the City Manager can grant a member an exception to this rule for extreme circumstances out of a member's control. Employees hired after January 1, 2020, who have an excess of their maximum carry forward hours on December 31 will lose any hours over their maximum amount.

**Section 5 – 10: \_\_\_\_\_ Uniforms**

- A. Unit members will receive fifteen hundred dollars (\$1,500.00) uniform allowance per year. The uniform allowance will be paid in two disbursements with half of the total uniform allowance provided in the first full pay period of the fiscal year and the other half in the first full pay period

in the month of December. It is the responsibility of the unit member to purchase their own uniforms with the uniform allowance provided.

B. New hires will receive the following list of items:

- 1) Work boots
- 2) Black leather belt
- 3) Class A Uniform with dress shoes
- 4) 3 pairs of duty pants
- 5) 4 blue t-shirts
- 6) 2 pairs of PT shorts
- 7) 1 ball cap
- 8) 1 turn out gear bag
- 9) All required personal protective equipment

C. Upon promotion, unit members will receive two hundred dollars (\$200.00). The uniform allowance will be paid in one (1) paycheck installment in the first full pay period after promotion.

**Section 5 – 11: Sick Leave and Other Leave**

A. Unit members will follow City of Maricopa, Vacation, Sick Time and Leave policy.

B. The death of a City of Maricopa Fire Department co-worker: Special leave of absence with pay may be granted by the City Manager to allow co-workers to attend memorial/funeral services allowing sufficient local travel time to and from service site. Such leave is not to be charged to any of the employee's accrued leave or compensatory time. City emergency services will be maintained by mutual aid requests moving up neighboring agencies into the city for coverage.

C. Military Leave: Unit members who performs duties in the uniformed services shall receive all benefits provided for in USERRA (Uniformed Services Employment and Re-employment Rights Act of 1994) and any state or federal regulations. In accordance with Arizona Revised Statutes (A.R.S. 26-168 and 38-610), and employee with competent written military orders shall be granted paid leave up to a maximum of 336 hours for 56-hour members or 240 hours for 40-hour members, in any 24 consecutive months.

**Section 5 – 12: Payment of Sick Leave for Line of Duty Death**

The beneficiaries of a Unit Member who dies in the line of duty shall receive compensation for 100% of all accrued sick leave at the unit member's current base rate. In the line of duty death is defined by being the result of one of the below circumstances.

- Deaths directly resulting from traumatic injuries sustained during response to, at the scene of, or during return from an emergency incident including but not limited to fires, emergency medical calls, hazardous materials incidents, natural disasters, technical rescue incidents, and search and rescue missions.
- Deaths directly resulting from traumatic injuries sustained while engaged in department-authorized training drill or activity that requires participants to be engaged in physical activity.
- Deaths directly resulting from traumatic injuries sustained while engaged in a department-mandated physical exercise program administered by the agency including, but not limited to, running or other types of physical exercise and annual recertification fitness or agility tests.
- Deaths directly resulting from a cardiovascular event that occurs immediately after, or within 24 hours of, returning from an emergency response or being engaged in a department-mandated physical exercise or training activity as defined above.
- Deaths directly resulting from cancer, disease, or infection, that are defined as meeting the criteria of the decedent's home state occupational exposure presumption laws.

The City's HR Department will determine the amount of accrued and unused sick leave to be compensated. Payment of the sick leave shall be made within 14 days to the designated beneficiary according to City life insurance records.

**Section 5 – 13: Post Employment Health Plan**

The City agrees to meet and discuss with IAFF the feasibility of offering a Post-Employment Health Plan (PEHP) for unit members utilizing accrued vacation leave upon the termination of employment as the city's contribution. The PEHP is a tax-free defined contribution health reimbursement arrangement (HRA) which allows money to be set aside for the payment of medical expenses that retirees incur after employment ends.

A plan will be implemented if both the City and the Union agree to the terms of the Plan, administrative burden, and the cost impact to the City.

**Section 5 – 14: Cancer Screening**

**A. Advanced Cancer Screening Coverage:**

The City agrees to provide funding for advanced screenings for cancer with provider reviews as recommended by the city's occupational medicine provider for firefighters as part of its commitment to employee health and wellness. The list of recommendations will be reviewed annually by the Fire Chief and the City's occupational medicine provider.

**B. Annual Allocation:**

All unit members will be screened every three years starting with their next annual physical.

**C. Requirement:**

Unit member participation in this testing is mandatory with the exception of a reasonable accommodation.

**D. Program Administration**

The City will select a qualified healthcare provider to perform the screenings and provide reviews. The program will be administered in compliance with all relevant medical privacy and ethical standards.

**E. Cost Coverage:**

The City will cover the full cost of the screening and provider review, with no out-of-pocket expenses for the participating firefighters.

**ARTICLE 6: MISCELLANEOUS**

**Section 6 – 1: Saving Clause**

A. If any Article or Section of this Memorandum should be held invalid by operation of law or by final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby; and upon issuance of such final decree, the parties, upon request of either of them, shall meet and confer and endeavor to agree on a substitution provision or that such a substitute provision is not indicated.

B. It is recognized by the parties that this MOU shall be administered in compliance with appropriate provisions of the Fair Labor Standards Act as may be amended.

**Section 6 – 2: Copies of Memorandum**

Within sixty days (60) of the date that this Memorandum is adopted by the City Council, the Professional Firefighters of Maricopa, IAFF Local 4561 will arrange for printing of jointly approved

copies of it for furnishing one to every unit employee, unit supervisor and to management personnel. The cost of such duplication and distribution will be paid for equally by the Employee Organization and the City.

**Section 6 – 3: Term and Effect of Memorandum**

- A. This Memorandum shall remain in full force and effect beginning on its day of execution for non-economic provisions and the 1st full pay period in July 1, 2025 for economic provisions, through June 30, 2027 and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than November 1st, of its request(s) to modify or terminate it.
- B. If a request is made to modify the agreement, all proposals must be submitted electronically in a Word document that shows the redlines for requested changes to the current agreement and is page numbered.
- C. Except as expressly provided in this memorandum, the City shall not be required to meet and confer concerning any matter, whether covered or not covered herein, during the term or extensions thereof.
- D. If any section or provision of this Memorandum violates existing Federal, State, or City law, then such law shall supersede such provisions or section.
- E. The lawful provisions of this Memorandum are binding upon the parties for the term thereof. The Employee Organization having had an opportunity to raise all matters in connection with the meet and confer proceedings resulting in this Memorandum is precluded from initiating any further meeting and conferring for the term thereof relative to matters under the control of the City Council or the City Manager.
- F. This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions.
- G. The City's rules and regulations, administrative directives, departmental rules and regulations, and workplace practices shall apply to all unit members, except where a specific conflict arises with a memorandum of understanding approved by the City Council pursuant to the Meet and Confer Ordinance. In such cases, the provisions of the approved memorandum of understanding shall take precedence.
- H. A memorandum of understanding cannot contradict the Meet and Confer Ordinance.
- I. Notwithstanding Section (B) and (D) set forth above, the City Manager and the designated representative of the Employee Organization may alter the terms of this Memorandum by executing a mutual letter of agreement. Any such letter of agreement shall not include any



alterations that increase the fiscal impact of this Memorandum to the City or decrease the benefits provided to the members of the Employee Organization. Upon execution, any letter of agreement must be provided to the City Council and the members of the Employee Organization.

**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

City of Maricopa

By: \_\_\_\_\_  
Mayor Nancy Smith

Employee Organization Representative

By: \_\_\_\_\_  
President Joshua Eads  
Professional Firefighters of Maricopa  
IAFF, Local 4561

Attest: \_\_\_\_\_  
City Clerk Vanessa Bueras

Approved as to form:

\_\_\_\_\_  
City Attorney

(SEAL)

ATTEST:

\_\_\_\_\_

## APPENDIX

Firefighter								
	Year 1				Year 2			
Step	Hourly Rate	Annual Rate	Hourly Rate Paramedic	Annual Rate Paramedic	Hourly Rate	Annual Rate	Hourly Rate Paramedic	Annual Rate Paramedic
1	\$20.33	\$59,200.00	\$23.45	\$68,285.44	\$21.35	\$62,160.00	\$24.47	\$71,245.44
2	\$20.99	\$61,124.00	\$24.11	\$70,209.44	\$22.04	\$64,180.20	\$25.16	\$73,265.64
3	\$21.67	\$63,110.53	\$24.79	\$72,195.97	\$22.76	\$66,266.06	\$25.88	\$75,351.50
4	\$22.38	\$65,161.62	\$25.50	\$74,247.06	\$23.50	\$68,419.70	\$26.62	\$77,505.14
5	\$23.10	\$67,279.37	\$26.22	\$76,364.81	\$24.26	\$70,643.34	\$27.38	\$79,728.78
6	\$23.86	\$69,465.95	\$26.98	\$78,551.39	\$25.05	\$72,939.25	\$28.17	\$82,024.69
7	\$24.63	\$71,723.60	\$27.75	\$80,809.04	\$25.86	\$75,309.78	\$28.98	\$84,395.22
8	\$25.43	\$74,054.62	\$28.55	\$83,140.06	\$26.70	\$77,757.35	\$29.82	\$86,842.79
9	\$26.26	\$76,461.39	\$29.38	\$85,546.83	\$27.57	\$80,284.46	\$30.69	\$89,369.90
10	\$27.11	\$78,946.39	\$30.23	\$88,031.83	\$28.47	\$82,893.70	\$31.59	\$91,979.14

Fire Engineer								
	Year 1				Year 2			
Step	Hourly Rate	Annual Rate	Hourly Rate Paramedic	Annual Rate Paramedic	Hourly Rate	Annual Rate	Hourly Rate Paramedic	Annual Rate Paramedic
1	\$26.55	\$77,300.00	\$29.67	\$86,385.44	\$27.87	\$81,165.00	\$30.99	\$90,250.44
2	\$27.41	\$79,812.25	\$30.53	\$88,897.69	\$28.78	\$83,802.86	\$31.90	\$92,888.30
3	\$28.30	\$82,406.15	\$31.42	\$91,491.59	\$29.71	\$86,526.46	\$32.83	\$95,611.90
4	\$29.22	\$85,084.35	\$32.34	\$94,169.79	\$30.68	\$89,338.57	\$33.80	\$98,424.01
5	\$30.17	\$87,849.59	\$33.29	\$96,935.03	\$31.68	\$92,242.07	\$34.80	\$101,327.51
6	\$31.15	\$90,704.70	\$34.27	\$99,790.14	\$32.71	\$95,239.94	\$35.83	\$104,325.38

Fire Captain								
	Year 1				Year 2			
Step	Hourly Rate	Annual Rate	Hourly Rate Paramedic	Annual Rate Paramedic	Hourly Rate	Annual Rate	Hourly Rate Paramedic	Annual Rate Paramedic
1	\$31.49	\$91,700.00	\$34.61	\$100,785.44	\$33.06	\$96,285.00	\$36.18	\$105,370.44
2	\$32.51	\$94,680.25	\$35.63	\$103,765.69	\$34.14	\$99,414.26	\$37.26	\$108,499.70
3	\$33.57	\$97,757.36	\$36.69	\$106,842.80	\$35.25	\$102,645.23	\$38.37	\$111,730.67
4	\$34.66	\$100,934.47	\$37.78	\$110,019.91	\$36.39	\$105,981.20	\$39.51	\$115,066.64
5	\$35.79	\$104,214.84	\$38.91	\$113,300.28	\$37.58	\$109,425.58	\$40.70	\$118,511.02
6	\$36.95	\$107,601.82	\$40.07	\$116,687.26	\$38.80	\$112,981.92	\$41.92	\$122,067.36

\*Salary calculations are carried out to the thousandth decimal place.