

# **MEMORANDUM OF UNDERSTANDING**

between the City of Mesa

and the United Mesa Firefighters Association - IAFF Local 2260

## **Foreword**

This Memorandum of Understanding (“MOU”) is made and entered into between the City of Mesa (“City”) and the United Mesa Firefighters Association – IAFF Local 2260 (“UMFFA”). For purposes of this MOU only, the UMFFA is the designated Employee Organization for the Mesa Fire and Medical Department, representing sworn Fire employees up to and including the rank of captain.

## **Preamble**

Pursuant to Article II, Section 205(D) of the Mesa City Charter, this MOU sets forth the agreements reached between the City and the UMFFA with respect to wages, compensation, hours, non-health related benefits, and working conditions not covered under the City of Mesa Personnel Rules or state or federal law.

## **Article 1 Implementation**

This MOU shall be effective and implemented upon an annual appropriation of funds and approval by the Mesa City Council. The City Council may modify or terminate this MOU if it determines that funds are not available during the fiscal year or if the funds are not included in the annual City Council approved budget.

## **Article 2 Term**

The term of this MOU shall commence at 12:00 a.m. on July 1, 2023. If the City Council has not approved the MOU before 12:00 a.m. on July 1, 2023, then the term of the MOU shall commence at 12:00 a.m. on the day following approval of the MOU by the Council. The MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2026.

## **Article 3 Wages and Compensation**

### **3.1 Market Adjustment and Merit Increases**

Effective July 1, 2023, the pay range for the Firefighter and Fire Engineer classifications, and each incremental step therein, will be adjusted three percent (3%) higher, and the pay range for the Fire Captain classification, and each incremental step therein, will be adjusted six percent (6%) higher. The adjustments are set forth in Exhibit A to this MOU, which is attached and incorporated herein by this reference.

Effective July 1, 2023, sworn Fire employees up to and including the rank of captain (hereinafter “Members”) who are not on initial City probation, who have an overall “Successful” annual performance evaluation for the 2022/23 review period, and who have not reached the maximum compensation in their job classification (i.e. “topped out”) will receive an additional five percent (5%) step increase (on top of the market adjustment). Members who are within five percent (5%) of topping out will receive the appropriate percentage step increase that brings them to the top of their pay range.

Effective July 1, 2024, Members who are not on initial City probation, who have an overall “Successful” annual performance evaluation for the 2023/24 review period, and who have not topped out will receive a five percent (5%) step increase. Members who are within five percent (5%) of topping out will receive the appropriate percentage step increase that brings them to the top of their pay range.

Effective July 1, 2025, Members who are not on initial City probation, who have an overall “Successful” annual performance evaluation for the 2024/25 review period, and who have not topped out will receive a five percent (5%) step increase. Members who are within five percent (5%) of topping out will receive the appropriate percentage step increase that brings them to the top of their pay range.

### **3.2 Market Study**

The City will conduct a market study during fiscal year (“FY”) 2024/25 to determine if Member salaries are commensurate with the market. Any market adjustment deemed necessary to keep Member salary ranges commensurate with the market will go into effect on July 1, 2025. Members’ salaries also will be increased by the same amount as the market adjustment on July 1, 2025, provided the City Council has approved and appropriated the funds. (For example, a 3% market adjustment on July 1, 2025 will result in Members also receiving a 3% pay increase on July 1, 2025.)

### **3.3 Salary Increase Upon Promotion**

Members who are promoted will receive either a five percent (5%) salary increase or an increase to the first incremental step of the salary range for the new position if the first incremental step is greater than five percent (5%).

### **3.4 Uniform Allowance**

Members will receive \$850.00 in uniform vouchers each fiscal year covered under this MOU to purchase uniforms from approved MFMD uniform vendors.

The boot voucher will be increased to \$250.00 per year.

### **3.5 Out of Rank Compensation**

Effective January 1, 2024, contingent upon the feasibility of implementation by the City’s Time and Labor and Payroll Divisions, Members in the job classification of Firefighter who work six (6) or more consecutive hours in the job classification of Fire Engineer or Fire Captain in an acting capacity, and Members in the job classification of Fire Engineer who work six (6) or more consecutive hours in the job classification of Fire Captain in an acting capacity, will be paid at a rate five percent (5%) higher than their current effective hourly rate of pay for the hours worked in the higher job classification.

### **3.6 Pay Compression**

The City will adjust the pay of the Members specified in Exhibit B to this MOU, in the amounts specified therein, to address pay compression.

### **3.7 Day Shift Pay Equalization**

Members moved from a twenty-four-hour (24-hour) schedule to a forty-hour (40-hour) schedule will have their effective hourly rate of pay adjusted upward by eight and one-quarter percent (8.25%) while they remain on the forty-hour (40-hour) schedule. Members moved from a twenty-four-hour (24-hour) schedule to a twelve-hour (12-hour) schedule will have their effective hourly rate of pay adjusted upward by two and three-quarters percent (2.75%) while they remain on the twelve-hour (12-hour) schedule.

### **3.8 Holiday Premium Pilot Program**

The City will conduct a two-year pilot program to study the effect of paying Members one and one-half (1 ½) times their effective hourly rate of pay for working on a City holiday. The City will select two (2) holidays for the pilot program. The City and the UMFFA will agree upon measurements for success. The City may extend or terminate the program based on the results of the pilot. If the City decides to extend the program, the terms of the program will be set forth in the City's Personnel Rules as Holiday Pay Premium, and the Holiday Premium Pilot Program will be removed from the MOU.

### **3.9 MFMD Deferred Compensation Program**

The City will contribute one-hundred-twenty dollars (\$120.00) biweekly (each pay period) to the deferred compensation accounts of Members in the MFMD Deferred Contribution Program. To be eligible to receive the City's contribution, Members must contribute twenty dollars (\$20.00) biweekly (each pay period) to their account. The contributions will begin when the Member becomes enrolled in the program and meets the minimum twenty dollar (\$20.00) contribution amount.

### **3.10 Bilingual Compensation**

Basic certification is fifty dollars (\$50.00) biweekly.

Intermediate certification is one-hundred dollars (\$100.00) biweekly.

### **3.11 Assignment Pay**

Member assignment pay shall be a designated percentage (see chart below) of the top incremental step of the current Fire Engineer classification.

<b>Assignment/Certification</b>	<b>Percentage</b>	<b>Amount</b>
Advanced Life Support (ALS)	12.5%	\$428.78
Aircraft Response Firefighter (ARFF)	5.0%	\$171.51
Hazardous Materials (STHZM)	5.0%	\$171.51
Special Teams Technical Rescue (STTRT)	5.0%	\$171.51
Rapid Response Team (RRT)	2.5%	\$85.76

## **Article 4 Hours**

### **4.1 Perfect Attendance Vacation Time Incentive**

As part of a two-year pilot program to study the effect of implementing a perfect attendance vacation time incentive, for every six-month period Members do not use any sick or dock time, they will earn additional vacation hours, as follows:

Members on a 24-hour schedule:

0-2 years of service = 16 vacation hours

2+ years of service = 24 vacation hours

Members on a 12-hour schedule

0-2 years of service = 8 vacation hours

2+ years of service = 12 vacation hours

This incentive shall not apply to Members on a forty-hour (40-hour) schedule.

The City and the UMFFA will agree upon measurements for success. The City may extend or terminate the program after two years based on the results of the pilot. If the City decides to extend the program, the terms of the program will be set forth in the City's Personnel Rules, and this section will be removed from the MOU.

### **4.2 Sick Time Incentive**

Members who do not use any sick or dock time from the period July 1 to December 31 of any calendar year during the term of this MOU will receive a five-hundred-dollar (\$500.00) incentive payment. Members who do not use any sick or dock time from the period January 1 to June 30 of any calendar year during the term of this MOU will receive a five-hundred-dollar (\$500.00) incentive payment.

**Article 5 Working Conditions**

**5.1 Stress-Related Injury Treatment Fund**

The City will continue the Public Safety Stress-Related Injury Treatment Fund.

**Article 6 Miscellaneous**

**6.1 Conflict with Existing Ordinance or Rules; Incorporation in Personnel Rules**

Nothing in this MOU shall modify or conflict with the Mesa City Charter, an existing City ordinance or the City’s Personnel Rules, and any such modification or conflict shall be void and unenforceable. If any section, term, topic, or agreement set forth in this MOU is subsequently incorporated into the City’s Personnel Rules during the Term of this MOU, then the Personnel Rules shall from that date forward govern the section, term, topic, or agreement in lieu of the MOU.

**6.2 Savings Clause**

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

---

Christopher J. Brady  
City Manager

---

Trevyn Crosser  
UMFFA Mesa Chapter President

---

Scott Figgins  
UMFFA Local 2260 President