

**2024 Negotiations – IAFF Local 493/Unit 5**

**PROPOSAL** \_\_\_\_\_ M-1 \_\_\_\_\_ Tentative Agreement: TA-1

**CURRENT**  
Article, Section,  
Sub-section \_\_\_\_\_  
**Sec. 3-1.E**

**NEW**  
Article, Section,  
Sub-section \_\_\_\_\_

**Current Language:**

E. Effective July 14, 2008, employees who meet the Fire Department's linguistic skill qualifications and become certified, shall receive a premium of \$75.00 per month.

**New Language or Change:**

E. ~~Effective July 14, 2008, employees~~ **Employees** who meet the Fire Department's linguistic skill qualifications and become certified, shall receive a premium of \$75.00 per month.

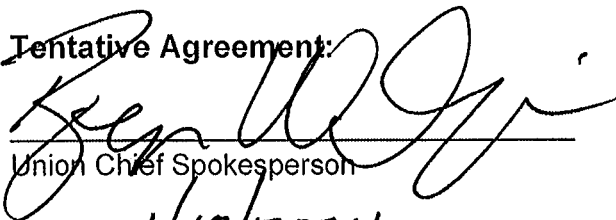
**Intent or problem to be resolved:**

Clean-up; remove reference to archaic date.

**Example(s) of how new language/change will be applied  
(perhaps as opposed to previous language):**

\_\_\_\_\_

**Tentative Agreement:**



Union Chief Spokesperson

1/18/2024  
Date



City Chief Spokesperson

10 28  
Time

**2024 Negotiations – IAFF Local 493/Unit 5**

**PROPOSAL**

M-2

Tentative Agreement:

TA-2

**CURRENT**

Article, Section,  
Sub-section

Sec. 5-5.1

**NEW**

Article, Section,  
Sub-section

\_\_\_\_\_

**Current Language:**

- I. On the second paycheck in July 2019, and every year thereafter, every unit member/employee will receive 8.5 hours of vacation time, in addition to their other accruals, added to their vacation leave. This benefit will continue in perpetuity until otherwise agreed upon in good faith, by Unit 5 and the City, through the Meet and Confer process.

**New Language or Change:**

- I. On the second paycheck ~~in July 2019, and of~~ every year ~~thereafter~~, every unit member/employee will receive 8.5 hours of vacation time, in addition to their other accruals, added to their vacation leave. This benefit will continue in perpetuity until otherwise agreed upon in good faith, by Unit 5 and the City, through the Meet and Confer process.

**Intent or problem to be resolved:**

Language clean-up.

**Example(s) of how new language/change will be applied  
(perhaps as opposed to previous language):**

\_\_\_\_\_

**Tentative Agreement:**

\_\_\_\_\_  
Union Chief Spokesperson

\_\_\_\_\_  
Date

1/18/2024

\_\_\_\_\_  
City Chief Spokesperson

\_\_\_\_\_  
Time

1029

**Unit 5 MOU 2023**

**PROPOSAL**

Discipline

Tentative Agreement:

**(U3-Revised) TA3**

**CURRENT**

**NEW**

Article, Section,  
Sub-section

Article 1, Section 1-4,  
Sub-section E-5-f

Article, Section,  
Sub-section

**Current Language:**

**NEW LANGUAGE**

Every 60 days, a unit member/employee under investigation will be provided a status update. The status update will be provided either verbally or in writing based upon the members preference.

**New Language or Change:**

Every 60 days, the Chief assigned to Human Resource, or a sworn designee will provide, either verbally or in writing, a status update to a unit member/employee who is under investigation. If a member/employee is in an at home work assignment, that communication will take place every 45 days.

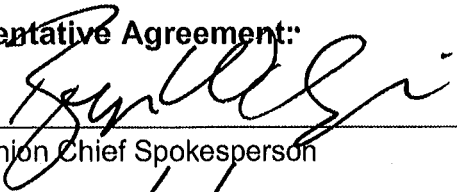
**Intent or problem to be resolved:**

Address problems with employee investigations

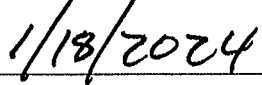
**Example(s) of how new language/change will be applied**

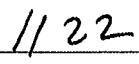
**(Perhaps as opposed to previous language):**

**Tentative Agreement:**

  
\_\_\_\_\_  
Union Chief Spokesperson

  
\_\_\_\_\_  
City Chief Spokesperson

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**2024 Negotiations – IAFF Local 493/Unit 5**

**PROPOSAL**

M-3

Tentative Agreement:

*TA-4*

**CURRENT**

Article, Section,  
Sub-section

**NEW**

Article, Section,  
Sub-section

**Sec. 5-5.B**

**Current Language:**

B. The City agrees to incorporate into the Memorandum the benefits provided under Administrative Regulation 2.11 as amended, indicating the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Cesar Chavez Birthday (March 31)
5. Memorial Day
6. Juneteenth Day
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Christmas Eve Day (6 hours for 56-hour employees and 4 hours for 40 hour employees).
13. Christmas Day

Employees working a 56 hour schedule shall receive 12 hours pay or compensatory time each holiday.

**New Language or Change:**

B. The City agrees to incorporate into the Memorandum the benefits provided under Administrative Regulation 2.11 as amended, indicating the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Cesar Chavez Birthday (March 31)
5. Memorial Day
6. Juneteenth Day
7. Independence Day
8. Labor Day
- 9. Indigenous Peoples' Day**
10. Veteran's Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Eve Day (6 hours for 56-hour employees and 4 hours for 40 hour employees).
14. Christmas Day

Employees working a 56 hour schedule shall receive 12 hours pay or compensatory time each holiday.

PROPOSAL

M-3

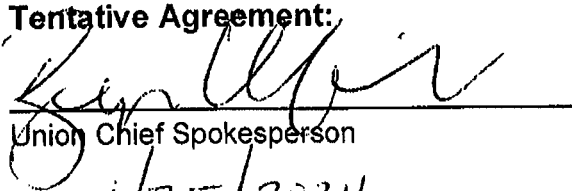
TA 4

**Intent or problem to be resolved:**

Adding Indigenous Peoples' Day holiday adopted by Council in 2022.

**Example(s) of how new language/change will be applied  
(perhaps as opposed to previous language):**

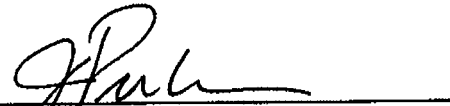
**Tentative Agreement:**



Union Chief Spokesperson

1/25/2024

Date



City Chief Spokesperson

0939

Time

**2024 Negotiations – IAFF Local 493/Unit 5**

**PROPOSAL** MC-3 Countering U5 Tentative Agreement: TA-5

**CURRENT**  
Article, Section,  
Sub-section  
None

**NEW**  
Article, Section,  
Sub-section  
Article 1, Section 1-4,  
Sub-section E. 5 c.

**Current Language:**

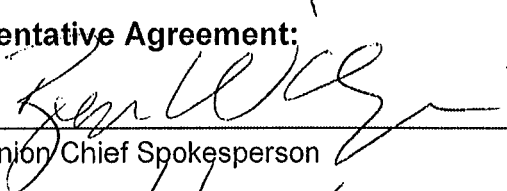
None

**New Language or Change:**

The City will not require or compel Unit 5 members/employees to make any self-incriminating statements during criminal investigations.

**Intent or problem to be resolved:**

**Example(s) of how new language/change will be applied  
(perhaps as opposed to previous language):**

**Tentative Agreement:**  
  
Union Chief Spokesperson

  
City Chief Spokesperson

2/8/2024  
Date

1026  
Time

**2024 Negotiations – IAFF Local 493/Unit 5**

**PROPOSAL**

M-5

Tentative Agreement:

TA-6

**CURRENT**

Article, Section,  
Sub-section

Sec. 1-2.K

**NEW**

Article, Section,  
Sub-section

**Current Language:**

K. Nothing herein shall be construed to diminish the rights of the City under Section 5 of Ordinance G-3032 or to diminish the provisions of the Civil Service Rules.

**New Language or Change:**

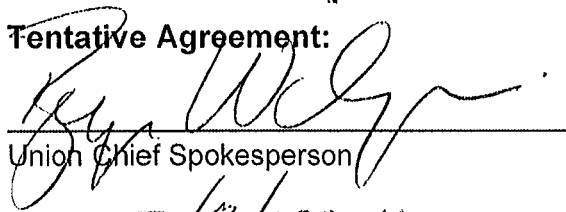
K. Nothing herein shall be construed to diminish the rights of the City under ~~Section 5 of Ordinance G-3032~~ **provisions established in the Meet & Confer Ordinance, Chapter 2, Article XVII, of the City Code** or to diminish the provisions of the Civil Service Rules.

**Intent or problem to be resolved:**

Incorrect reference since 1998. Correct Ordinance was G-3303.


**Example(s) of how new language/change will be applied (perhaps as opposed to previous language):**

**Tentative Agreement:**

  
Union Chief Spokesperson

Date

2/8/2024

  
City Chief Spokesperson

Time

1048

**2024 Negotiations – IAFF Local 493/Unit 5**

**PROPOSAL**

M-6

Tentative Agreement:

TA-7

**CURRENT**

Article, Section,  
Sub-section

**NEW**

Article, Section,  
Sub-section

Sec. 1-3.L

**Current Language:**

L. The City shall, in conformity with Ordinance G-3303, deduct monthly the Union members regular periodic Union membership dues and/or special assessments pursuant to authorization on a form to be provided by the City, duly completed and signed by the Union member, and transmit such deductions to the Union on a monthly basis; except, however, that such deduction shall be made only when the employee's earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Union, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for Unit employees on behalf of any other employee organization during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph. In addition, with sufficient notice the Union may request a change in dues deduction to either monthly or bi-weekly for the entire membership each July 1 or at other times agreed to by the parties. By filling out and submitting a voluntary deduction form for membership dues, each unit member/employee is clearly and affirmatively consenting to the deduction of the stated amount of money for membership dues from their pay check.

**New Language or Change:**

L. The City shall, in conformity with ~~Ordinance G-3303~~ **the provisions established in the Meet & Confer Ordinance, Chapter 2, Article XVII, of the City Code**, deduct monthly the Union members regular periodic Union membership dues and/or special assessments pursuant to authorization on a form to be provided by the City, duly completed and signed by the Union member, and transmit such deductions to the Union on a monthly basis; except, however, that such deduction shall be made only when the employee's earnings for a pay period are sufficient after other legally required deductions are made. The City shall, at the request of the Union, make changes in the amount of the deduction hereunder during the term of this Memorandum at cost for implementing such change. The City shall not make dues deductions for Unit employees on behalf of any other employee organization during the term of this Memorandum. The City assumes no liability on account of any action taken pursuant to this paragraph. In addition, with sufficient notice the Union may request a change in dues deduction to either monthly or bi-weekly for the entire membership each July 1 or at other times agreed to by the parties. By filling out and submitting a voluntary deduction form for membership dues, each unit member/employee is clearly and affirmatively consenting to the deduction of the stated amount of money for membership dues from their pay check.

**Intent or problem to be resolved:**

Clean-up; better reference to the Meet & Confer Ordinance.





**2024 Negotiations – IAFF Local 493/Unit 5**

**PROPOSAL**

M-7

Tentative Agreement:

TA-8

**CURRENT**

Article, Section,  
Sub-section

Sec. 1-3.N

**NEW**

Article, Section,  
Sub-section

**Current Language:**

N. Nothing herein shall be construed to diminish the Union's rights under Ordinance G-3303.

**New Language or Change:**

N. Nothing herein shall be construed to diminish the Union's rights under ~~Ordinance G-3303~~ **the provisions established in the Meet & Confer Ordinance, Chapter 2, Article XVII, of the City Code.**

**Intent or problem to be resolved:**

Clean-up; better reference to the Meet & Confer Ordinance.

**Example(s) of how new language/change will be applied  
(perhaps as opposed to previous language):**

**Tentative Agreement:**

  
Union Chief Spokesperson

Date

2/8/2024

  
City Chief Spokesperson

Time

1050

**2024 Negotiations – IAFF Local 493/Unit 5**

**PROPOSAL**

M-8

Tentative Agreement: TA-9

**CURRENT**

Article, Section,  
Sub-section

Sec. 2-3.B

**NEW**

Article, Section,  
Sub-section

\_\_\_\_\_

**Current Language:**

B. The distribution of any demonstrated economic savings or other productivity rewarding measures resulting from the implementation of productivity programs shall be a proper subject for the Meet and Confer process pursuant to Ordinance G-3303.

**New Language or Change:**

B. The distribution of any demonstrated economic savings or other productivity rewarding measures resulting from the implementation of productivity programs shall be a proper subject for the Meet and Confer process pursuant to ~~Ordinance G-3303~~ **the provisions established in the Meet & Confer Ordinance, Chapter 2, Article XVII, of the City Code.**

**Intent or problem to be resolved:**

Clean-up; better reference to the Meet & Confer Ordinance.

**Example(s) of how new language/change will be applied  
(perhaps as opposed to previous language):**

\_\_\_\_\_

**Tentative Agreement:**

  
\_\_\_\_\_  
Union Chief Spokesperson

  
\_\_\_\_\_  
City Chief Spokesperson

Date

Time

1052

**2024 Negotiations – IAFF Local 493/Unit 5**

**PROPOSAL**

MC-1 Rev.1  
Countering U-1

Tentative Agreement:

TA-10

**CURRENT**  
Article, Section,  
Sub-section

**Article 1, Section 1-4,  
Sub-Section E.3.1**

**NEW**  
Article, Section,  
Sub-section

**Current Language:**

- i. The member/employee will be provided with a copy of the interview notes and given 72 hours to confirm their answers and provide any additional information.

**New Language or Change:**

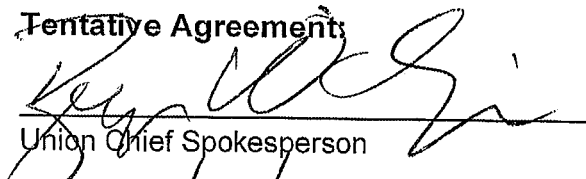
- i. ~~The member/employee will be provided with a copy of the interview notes and given 72 hours to confirm their answers and provide any additional information.~~ The City will notify the Unit member/employee within 7 calendar days following the conclusion of all investigative interviews and final preparation the draft summaries. Upon notification, the Unit member/employee will have 7 calendar days to make a written request for the audio files and/or the draft summary of the Unit member/employee's interview, which the City will provide. After receiving the requested audio files and/or the draft summary of the Unit member/employee's interview, the Unit member/employee will have 7 calendar days to provide, in writing, clarification of the Unit member/employee's interview answers and draft summary of Unit member/employee's interview.


**Intent or problem to be resolved:**

This counter clarifies current practice while addressing the Unit's concerns expressed during negotiations. Also, clarifying the treatment of certain audio files which the MOU is silent on.

**Example(s) of how new language/change will be applied  
(perhaps as opposed to previous language):**

**Tentative Agreement:**

  
Union Chief Spokesperson  
2/15/24  
Date

  
City Chief Spokesperson  
10 15  
Time

**2024 Negotiations – IAFF Local 493/Unit 5**

**PROPOSAL**

MC – 4  
Countering U-10

Tentative Agreement:

TA-11

**CURRENT**

Article, Section,  
Sub-section

**Article 2, Section 2-1, Sub-  
section C**

**NEW**

Article, Section,  
Sub-section

**Current Language:**

1. Step 1

The unit member/employee shall reduce the grievance to writing by signing and completing the grievance form provided by the City and submit it to the division head, or designee, within 14 calendar days of the initial commencement of the occurrence being grieved.

**New Language or Change:**

1. Step 1

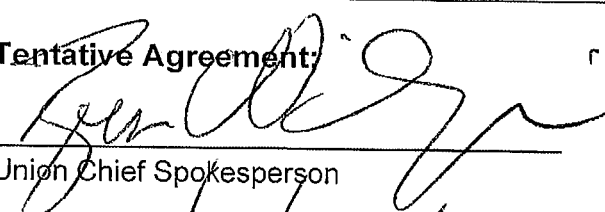
The unit member/employee shall reduce the grievance to writing by signing and completing the grievance form provided by the City and submit it to the division head, or designee, within 14 calendar days of the initial commencement of the occurrence being grieved. **(Notwithstanding other pertinent time bars, statute of limitations, etc., the City acknowledges that certain violations may constitute “continuing violations” thereby permitting submission within 14 calendar days of subsequent occurrences, if applicable.)**

**Intent or problem to be resolved:**

This parenthetical addition to the MOU shall not serve as a blanket waiver. This language is intended to clarify practice and is not intended to permit submission of grievances related to isolated and complete transactions after the agreed to time limitations in the MOU, nor does this language permit or is in any way to be construed as permitting a complaint to be brought or remedy granted that may be otherwise bared by time by local, state, or federal laws, or other provisions.


**Example(s) of how new language/change will be applied  
(perhaps as opposed to previous language):**

Tentative Agreement:

  
Union Chief Spokesperson

Date

2/15/2024

  
City Chief Spokesperson

Time

1035

**2024 Negotiations – IAFF Local 493/Unit 5**

**PROPOSAL**

M-10

Tentative Agreement:

TA-12

**CURRENT**

Article, Section,  
Sub-section

Sec. 5-2.A

**NEW**

Article, Section,  
Sub-section

**Current Language:**

A. The dental insurance plan shall consist of 80% payment of reasonable and customary charges covered for preventive and diagnostic services, basic services, and major services. The plan shall also include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a maximum lifetime benefit of \$2,500.00 per person, maximum lifetime benefit increases to \$4,000.00 per person effective August 1, 2003. This plan is subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. The City shall continue to pay 100% of the premium costs for single employees for employees enrolled in the base dental HMO or PPO plan (employee only coverage), and 75% of the premium costs for employees and their qualified dependents (family coverage). Enrollment in prior City of Phoenix Dental Plans counts towards major services time limit exclusions.

**New Language or Change:**

A. ~~The At a minimum, the~~ dental insurance plan shall ~~consist~~ **include a PPO option that consists** of 100% payment of reasonable and customary charges covered for preventive and **preventive-related** diagnostic services, and 80% payment of reasonable and customary **covered** charges for basic services and major services. ~~The At least one~~ plan shall also include an orthodontia benefit providing for 80% payment of reasonable and customary charges up to a ~~maximum lifetime benefit of \$2,500.00 per person,~~ maximum lifetime benefit ~~increases to of~~ \$4,000.00 per person ~~effective August 1, 2003. This plan is~~ **Dental plans may be** subject to the deductibles and limitations contained in the contract between the dental insurance carrier and the City of Phoenix. ~~The For the PPO and HMO dental plans,~~ **the** City shall continue to pay 100% of the premium costs for single employees for employees enrolled in the base dental HMO or PPO plan (employee only coverage), and 75% of the premium costs for employees and their qualified dependents (family coverage). Enrollment in prior City of Phoenix Dental Plans counts towards major services time limit exclusions.

**Intent or problem to be resolved:**


This language enables the City to offer preventative dental care covered at 100%. This proposal is predicated on agreement by all recognized bargaining units during the 2024 labor negotiations process.

**Example(s) of how new language/change will be applied  
(perhaps as opposed to previous language):**

\_\_\_\_\_

**Tentative Agreement:**

  
\_\_\_\_\_  
Union Chief Spokesperson

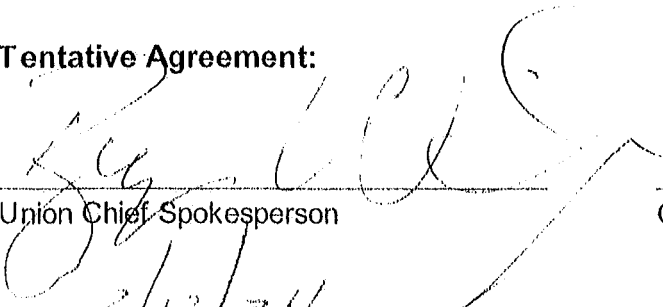


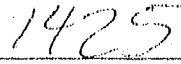
  
\_\_\_\_\_  
City Chief Spokesperson

2/29/2024  
\_\_\_\_\_  
Date

12:30  
\_\_\_\_\_  
Time



Tentative Agreement:

	
_____ Union Chief Spokesperson	_____ City Chief Spokesperson
	
_____ Date	_____ Time



**2024 Negotiations – IAFF Local 493/Unit 5**

**PROPOSAL** \_\_\_\_\_ M-9 Rev. 1 \_\_\_\_\_

Tentative Agreement: TA-14

**CURRENT**  
Article, Section, Sub-section \_\_\_\_\_  
Section 1-4. Rights of Unit Employees Sub-Section F \_\_\_\_\_

**NEW**  
Article, Section, Sub-section \_\_\_\_\_

**Current Language:**

F. Member Discipline

Any member receiving discipline that results in a loss of hours, or days or work, will have those hours converted to match their appropriate work schedule. Discipline for 40-hour members shall be equal to 8 hours for one work day. Discipline for 56-hour members shall be equal to 11.2 hours for one work day. Any discipline exceeding one day will be increased proportional to the hours outlined in this section.

**New Language or Change:**

F. Member Discipline

Any member/employee receiving discipline that results in a loss of hours, or days or work, will have those hours converted to match their appropriate work schedule. Discipline for 40-hour members/employees shall be equal to 8 hours for one work day. Discipline for 56-hour members/employees shall be equal to 11.2 hours for one work day. Any discipline exceeding one day will be increased proportional to the hours outlined in this section. A 56-hour member/employee may choose to use earned vacation or compensatory time to account for the remaining workday hours.

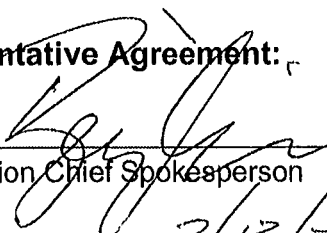
**Intent or problem to be resolved:**

Clarify practice re treatment of remaining work hours for instances when the hours missed due to the issuance of discipline and the total number of hours in a unit employee's regular workday are misaligned.

**Example(s) of how new language/change will be applied (perhaps as opposed to previous language):**

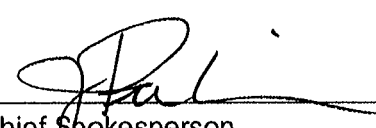
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**Tentative Agreement:**

  
\_\_\_\_\_  
Union Chief Spokesperson

Date

3/13/24

  
\_\_\_\_\_  
City Chief Spokesperson

Time

1443

**2024 Negotiations – IAFF Local 493/Unit 5**

**PROPOSAL**

M-13

Tentative Agreement:

TA-16

**CURRENT**

Article, Section,  
Sub-section

Article 3, Sec. 3-3, H

**NEW**

Article, Section,  
Sub-section

\_\_\_\_\_

**Current Language:**

H. Fire department "peak time" rescues will only be staffed by employees on an overtime basis. This item reflects an agreement between the Fire Department and the Union in 1984 on the future staffing of the rescues. The increased work-load and responsibility of the full time rescues was incited by agreement that there would be overtime opportunities on peak time rescues. Further, the department was reorganized through the RBO process in 1993 to enhance ALS and rescue capabilities throughout the city. This reorganization included a pool of employees to staff back rescues and guarantee that no new employee would have to work more than 200 shifts on a rescue. Employees agreeing to be in this pool are then entitled to work on the peak time rescues on an overtime basis when their name comes up in a rotation.

**New Language or Change:**

The Fire Department will maintain daily "peak time" opportunities on either 2 person rescues or 4 person units on a peak time basis only. Special events staffing and overtime opportunities outside of the 9-11 response system will not be counted as a peak time opportunity.

This item reflects an agreement between the Fire Department and the Union in 1984 on the future staffing of the rescues. The increased work-load and responsibility of the full time rescues was incited by agreement that there would be overtime opportunities on peak time rescues. Further, the department was reorganized through the RBO process in 1993 to enhance ALS and rescue capabilities throughout the city. This reorganization included a pool of employees to staff back rescues and guarantee that no new employee would have to work more than 200 shifts on a rescue. Employees agreeing to be in this pool are then entitled to work on the peak time rescues on an overtime basis when their name comes up in a rotation. The Fire Department and Local 493 will continue to work jointly through the RBO Process to determine the deployment of peak time units to ensure the greatest benefit to the service delivery system and provide adjustments, when needed.

**Intent or problem to be resolved:**

See related Side Agreement. It is understood that "peak time" opportunities will only be staffed by employees on an overtime basis.

**Example(s) of how new language/change will be applied  
(perhaps as opposed to previous language):**

\_\_\_\_\_



**2024 Negotiations – IAFF Local 493/Unit 5**

**PROPOSAL**

M-11

Tentative Agreement:

TA - 17

**CURRENT**

Article, Section,  
Sub-section

Sec. 6-4.A

**NEW**

Article, Section,  
Sub-section

**Current Language:**

A. This Memorandum shall remain in full force and effect commencing with the beginning of the first regular pay period in July 2023, up to the beginning of the first regular pay period commencing in July 2024 .

**New Language or Change:**

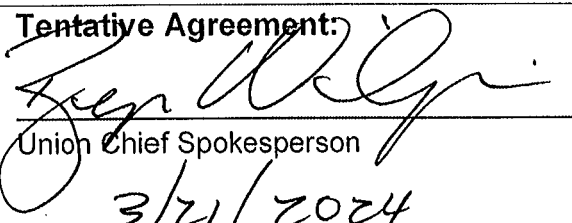
A. This Memorandum shall remain in full force and effect commencing with the beginning of the first regular pay period in July ~~2023~~ **2024**, up to the beginning of the first regular pay period commencing in July ~~2024~~ **2026**.

**Intent or problem to be resolved:**

Update MOU dates.

**Example(s) of how new language/change will be applied  
(perhaps as opposed to previous language):**

**Tentative Agreement:**

  
Union Chief Spokesperson

Date

3/21/2024

  
City Chief Spokesperson

Time

0830

**2024 Negotiations – IAFF Local 493/Unit 5**

**PROPOSAL**

M-14

Tentative Agreement:

TA-18

**CURRENT**

Article, Section,  
Sub-section

Article 3, Sec. 3-1, F

**NEW**

Article, Section,  
Sub-section

**Current Language:**

F. It is understood that the pay rates set forth in Attachment "A" are interpreted to be specific with regards to steps, corresponding years of service and monthly salaries, except that performance related items including, but not limited to, special merit increases, special salary adjustments, demotions, assignment pay and extensions in merit pay anniversary dates resulting from extended leave without pay, industrial and light duty assignments, and reinstatements may alter an employee's step progression and monthly salaries as indicated in Attachment "A."

If an employee is not given his/her performance evaluation by the annual review date, the employee may request his/her merit increase in writing by sending a memorandum directly to the Human Resources Officer. If the performance evaluation is an overall "met," the request will be processed within 21 calendar days of submittal and will be retroactive to the performance evaluation annual review date.

**New Language or Change:**

F. It is understood that the pay rates set forth in Attachment "A" are interpreted to be specific with regards to steps, ~~corresponding years of service and monthly salaries as implemented in the classification and compensation and passed in Ordinance S-49802 by the City Council on May 31, 2023,~~ except that performance related items including, but not limited to, special merit increases, special salary adjustments, demotions, assignment pay and extensions in merit pay anniversary dates resulting from extended leave without pay, industrial ~~and light duty assignments~~, and reinstatements may alter an employee's step progression and monthly salaries as indicated in Attachment "A."

If an employee is not given his/her performance evaluation by the annual review date, the employee may request his/her merit increase in writing by sending a memorandum directly to the Human Resources Officer. If the performance evaluation is an overall "met," the request will be processed within 21 calendar days of submittal and will be retroactive to the performance evaluation annual review date.

**Intent or problem to be resolved:**

Brings MOU in line with changes resulting from the citywide classification and compensation study (2023). The parties further agree to amend Attachment A in accordance with the new pay tables.

**Example(s) of how new language/change will be applied (perhaps as opposed to previous language):**



## 2024 Negotiations – IAFF Local 493/Unit 5

**PROPOSAL**

M-12 Revision 2

Tentative Agreement:

TA-19

**CURRENT**  
Article, Section,  
Sub-section

Section 3-1.A – C

**NEW**  
Article, Section,  
Sub-section

### **Current Language:**

#### Section 3-1. Wages

- A. The economic value of ongoing total compensation increases will equal 4.5%. This will be paid out as follows:
1. A 0.82% base wage increase effective the first full pay period in July 2023.
  2. A \$5.00/hr. "Nightwork Pay" (see Section 3-1.J)
  3. An increase in the monthly contribution to the Employee Benefit Trust Fund (see Section 5-10)
  4. An expansion of the Tuition Assistance Program benefit (see Section 5-7).
- B. Additionally, Unit 5 employees will receive a non-continuous payment of \$3,979.00 for each Unit 5 employee to be paid out on the first full pay period in August of 2023.
- C. The City will complete a classification and compensation study before December 31, 2023.

The City will evaluate the American Rescue Plan Act and will provide a (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council, balancing the needs of the community and employees in their development of a strategic plan for the ARPA funds. The strategic plan will follow guidelines provided by the Department of Treasury. This language will expire at the conclusion of the 2021-2023 MOU.

### **New Language or Change:**

#### Section 3-1. Wages

- A. ~~The economic value of ongoing total compensation increases will equal 4.5%. This a non-continuous payment equal to 2.5% of base wage will be paid as follows:~~
1. ~~A 0.82% base wage increase effective the first full pay period in July 2023~~ **A non-continuous payment of \$2,135.00 for each employee to be paid out on the first full pay period in August of 2024.**
  2. ~~A \$5.00/hr. "Nightwork Pay" (see Section 3-1.J)~~
  3. ~~An increase in the monthly contribution to the Employee Benefit Trust Fund (see Section 5-10)~~

~~4. An expansion of the Tuition Assistance Program benefit (see Section 5-7).~~

B. ~~Additionally, Unit 5 employees will receive a non-continuous payment of \$3,979.00 for each Unit 5 employee to be paid out on the first full pay period in August of 2023~~ **Limited Reopener for FY 2025-2026: If the City projects revenues will exceed \$1,750,000,000 for Fiscal Year 2025-2026 in the forecast that is presented to City Council in February 2025, the parties may reopen Section 3-1 of this agreement for the sole and limited purpose of Meeting and Conferring, in February 2025, over base wage increases, if any. Unless held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, all other terms and conditions of this MOU shall remain in full force and effect during any such reopener and throughout the duration of this MOU.**

~~C. The City will complete a classification and compensation study before December 31, 2023.~~

~~The City will evaluate the American Rescue Plan Act and will provide a (non-specified) percentage of premium pay as allowed by the legislation and deemed appropriate by the City Council, balancing the needs of the community and employees in their development of a strategic plan for the ARPA funds. The strategic plan will follow guidelines provided by the Department of Treasury. This language will expire at the conclusion of the 2021-2023 MOU.~~

**Intent or problem to be resolved:**

The revenue number is based on the baseline revenue forecast for FY2025-26 used in the GF Multi-Year Forecast presented to City Council on 02/27/24, plus the estimated losses for Residential Rental Sales Tax and State Shared Income Tax.

Unit 5 chose to take the non-continuous payment equal to the economic value of 2.5% of their base wage to be paid out on the first full pay period in August of 2023 in the flat rates described in paragraph A above.


Remaining subsections under Sec 3-1 will be renumbered accordingly.

**Example(s) of how new language/change will be applied (perhaps as opposed to previous language):**

N/A

Tentative Agreement: \

  
\_\_\_\_\_  
Union Chief Spokesperson  
3/21/2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
City Chief Spokesperson  
0830  
\_\_\_\_\_  
Time





## City of Phoenix

February 29, 2024

Phoenix Employee Relations Board  
251 W. Washington Street, 4th Floor  
Phoenix, AZ 85003

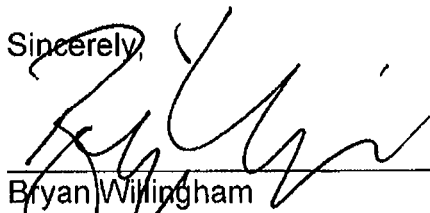
RE: Meet and Confer Status - Phoenix Fire Fighters Association (IAFF Local 493)

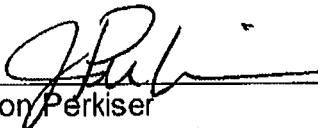
To Whom It May Concern:

In January 2024, the parties began the negotiation phase of the Meet and Confer process under the provisions of Phoenix City Code §2-218. Despite several weeks of bargaining, there remain items in dispute between the parties. Accordingly, pursuant to Phoenix City Code §2-219A, the parties notify the Phoenix Employee Relations Board that we have been unable to reach agreement on the terms of a new Memorandum of Understanding at this time.

While no agreement has been reached, the parties believe progress has been made and we will continue to meet and work toward an agreement for a new Memorandum of Understanding. Given the timelines, we request a Fact Finder list be provided in accordance with the impasse provisions of City Code and applicable PERB rules.

Sincerely,

  
\_\_\_\_\_  
Bryan Wingham  
President  
IAFF Local 493

  
\_\_\_\_\_  
Jason Perkiser  
Assistant Human Resources Director  
Labor Relations, City of Phoenix