

**FIRST AMENDMENT
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF AVONDALE
AND
AVONDALE PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL 3924
(July 2016 through June 2018)**

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (this “First Amendment”) is entered into as of July 1, 2016, between the City of Avondale, an Arizona municipal corporation (the “City”), and the Avondale Professional Firefighters Association, International Association of Fire Fighters, Local 3924 (the “Employee Organization”).

RECITALS

A. The City and the Employee Organization entered into a Memorandum of Understanding, effective July 2016 to June 2018 (“MOU”), setting out the parties’ agreement concerning wages, hours, and benefits of certain employees in the positions of Firefighter, Fire Engineer, and Fire Captain (the “Represented Employees”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the MOU.

B. The MOU, Section 8.4 (Vacation Accruals) states: “If a change is made in Avondale City Policy, Chapter 6, Section D which results in an overall increase in vacation accruals compared to Section 8.4 of the MOU, prior to July 2, 2016, those increases (multiplied by 1.4) shall apply to the unit members inclusive of 4.74 hours of holiday leave per pay period.”

C. On May 16, 2016, the City amended Chapter 6, Benefits, Section D to reflect changes in earned vacation accrual rates and time of tenure and to reflect the eligibility of employees to accrue an additional 20 hours of vacation leave per year starting at year 2, year 5, year 10 and year 15 of employment.

D. The City and the Employee Organization desire to enter into this First Amendment to reflect the change in terms of the MOU with regard to earned vacation accrual rates and time of tenure and eligibility for increased leave, as they apply.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Employee Organization hereby agree as follows:

1. The MOU, Section 8.4 (Vacation Accruals), is amended as follows:

Full-time sworn firefighters working a set scheduled 56-hour work week will accrue vacation as follows:

0 to 5 years	10.28 hours per pay period
5 to 10 years	11.20 hours per pay period
10 to 15 years	12.12 hours per pay period
15 years +	13.05 hours per pay period

Tenure	Hours Accrued per Pay Period	Annual Maximum Accrual of hours
0 to 1.99 years	9.92 hours	257.92
2 to 4.99 years	11.00 hours	286.00
5 to 9.99 years	12.28 hours	319.28
10 to 14.99 years	13.57 hours	352.82
15+ years	14.44 hours	375.44

Sworn firefighters working a set schedule 56-hour work week shall have a maximum annual accrual of vacation time according to the above chart, based upon their tenure. Vacation leave accumulated by a sworn firefighter in excess of the applicable annual maximum accrual as of the last day of the last pay period in the calendar year shall be forfeited, unless the City Manager authorizes an exception to the annual maximum accrual limit. Requests for an exception must be processed through Human Resources and include a plan to use the excess hours in the following calendar year.

~~If a change is made in Avondale City Policy, Chapter 6, Section D which results in an overall increase in vacation accruals compared to Section 8.4 of the MOU, prior to July 2, 2016, those increases (multiplied by 1.4) shall apply to the unit members inclusive of 4.74 hours of holiday leave per pay period.~~

2. Effect of Amendment. In all other respects, the MOU is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the MOU shall remain in full force and effect.

3. Non-Default. By executing this First Amendment, the Employee Organization affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the MOU and (ii) any and all claims, known and unknown, relating to the MOU and existing on or before the date of this First Amendment are forever waived.

4. Conflict of Interest. This First Amendment and the MOU may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date and year first set forth above.

CITY OF AVONDALE,
An Arizona municipal corporation

AVONDALE PROFESSIONAL
FIREFIGHTERS ASSOCIATION,
IAFF LOCAL 3924

David Fitzhugh, City Manager

Evan Titterington, President

ATTEST:

Carmen Martinez, City Clerk