

VERSION 1.0

July 17, 2019



# BOARD OF DIRECTORS MEETING

JULY 17, 2019

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

TODD HOUSE, BOARD CHAIRMAN

KATHLEEN CHAMBERLAIN, BOARD CLERK

JEFF CROSS, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

LARRY STRAND, BOARD DIRECTOR



# Superstition Fire & Medical District

## Board of Directors Meeting Agenda

July 17, 2019

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### Mission Statement

Preserve Life ~ Protect Property ~ Add Value to *OUR* Community

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The Board will hold a meeting on Wednesday, July 17, 2019. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 5:30 p.m. local time.

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call

The following agenda items are scheduled for discussion at the board meeting. The Governing Board may or may not decide to take action on any or all items. The order of the agenda items may or may not be taken in the order listed.

1. **Review and approval of the June 2019 financial reports and bank reconciliations. (BOD #2019-07-01)**
2. **Recognition of employee performance, achievements, and special recognition for community members. (BOD #2019-07-02)**
3. **Call to the Public. (BOD #2019-07-N/A)**  
A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
4. **Consideration and possible approval of all consent agenda items listed below (BOD #2019-07-03):**
  - A. Board Meeting Minutes from June 19, 2019
  - B. Intergovernmental Agreement with Mesa Fire and Medical Department Regional Dispatch System
5. **Public Hearing in accordance with ARS §48-805.02 in order to hear taxpayer's comments on the proposed Superstition Fire & Medical District revenue and expenditure for Fiscal Year 2019/2020. (BOD #2019-07-04)**
6. **Discussion and possible approval of FY2019/2020 budget and adoption of Resolution #2019-07-17-05: Budget Adoption. (BOD# 2019-07-05)**

7. **Discussion and possible approval of a Memorandum of Understanding (MOU) between Superstition Fire & Medical District and United Mesa Firefighters, Local 2260, Superstition Chapter, and possible adoption of Resolution 2019-07-17-06. (BOD #2019-07-06)**
8. **Discussion and possible approval to pursue the development of any Fire Code Amendments, Policy modification, and any IGAs needed to permit the enforcement of code requirements for code violations relating to illegal burns, parking obstructions, fireworks violations and code inspection requirements. (BOD #2019-07-07)**
9. **Discussion and possible approval of a new District Logo. (BOD #2019-07-08)**
10. **Discussion, presentation and possible approval of the following Policies brought for review at the June 19, 2019 Board Meeting for final approval at the July 17, 2019 Board Meeting. (BOD #2019-07-09)**
  - 1036 – Line of Duty Death
  - 1038 – Family Support Liaison
  - 1039 – Funerals
  - 1040 – Family and Medical Leave Act
11. **Discussion and presentation of the following Policies brought for review at the July 17, 2019 Board Meeting for final approval at the August 21, 2019 Board Meeting. (BOD #2019-07-10)**
  - 1043 – Nepotism and Conflicting Relationships
  - 1044 – Member Speech, Expression and Social Networking
  - 1045 – Anti-Retaliation
  - 1103 – Flag Display
12. **Reports. (BOD #2019-07-11)**
  - Senior Leadership Team (SLT):**
  - Fire Chief Mike Farber**
  - Assistant Chief of Emergency Operations Richard Mooney**
  - Assistant Chief of Planning & Logistics Richard Ochs**
  - Deputy Chief Jeff Cranmer**
  - Administrative Services Director Anna Butel**
  - Finance Director Roger Wood**
  - Captain John Walka**
13. **New Business / Future Agenda Items. (BOD #2019-07-12)**
14. **Announcements (BOD #2019-07-N/A)**
15. **Adjourn (BOD #2019-07-13)**

NOTICE: The Governing Board may go into executive session for the purpose of obtaining legal advice from the Fire District's attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).  
One or more members of the Governing Board may attend the meeting telephonically.  
Governing Board meeting agenda dated and posted (at least 24-hours before the scheduled meeting date and time).

Posted on: July 11, 2019  
At: 1500 Hours  
By: Sherry Mueller

The Superstition Fire & Medical District (SFMD) Administrative Office Board Meeting Room is accessible to the handicapped. In compliance with the American with Disabilities Act (ADA), those with special needs, such as large-type face print or other reasonable accommodations may request those through the SFMD Administration Office (480-982-4440) at least 24-hours before the Board Meeting.

## Governing Board Meeting – July 17, 2019

Agenda Item: 1

BOD#: 2019-07-01

### Agenda Item Title

Review and approval of the June 2019 financial reports and bank reconciliations.

### Submitted By

Finance Director Roger Wood

### Background/Discussion

The District's accounting department staff prepares the monthly financial reports. The District's annual budget, which is adopted by the Board each June for the following fiscal year (July 1 – June 30), is formatted to mirror the monthly financial statements. The financial reports provide the Board with a monthly recap of expenditures and revenues, along with year-to-date account balance information.

In compliance with A.R.S. §48-807(O), the following reports have been added to the monthly financial statements packet:

1. Cash Flow – All Governmental Funds.

The Cash Flow report consists of the combined cash balances of all District Funds. These balances include the General (100), Transport Services (150), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the District's cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire District maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

2. Fund Account Bank Reconciliations.

The reconciliation of each of the District's Fund Cash Accounts (General (100), Transport Services (150), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds) between the Pinal County Treasurer's monthly bank statement and the District's Fund balance sheet report is provided. To signify Board approval of the monthly financial statements and bank reconciliations, the Board Chairman is requested to sign the attached Letter of Acceptance which will be kept on file at the District.

### Financial Impact(s)/Budget Line Item

N/A

### Enclosure(s)

\*Monthly Financials provided under separate cover

### Recommended Motion

*"Motion to approve the June 2019 financial reports and bank reconciliations."*



Go To Item 2

Go to Agenda

**Superstition Fire & Medical District**  
**Governing Board Acceptance of Fire District's**  
**Financial Statements and Bank Reconciliations**

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **June 2019**:

1. Financial Statement
2. Bank Reconciliations
  - a. General (100) Fund
  - b. Transport Services (150) Fund
  - c. Capital Projects (200) Fund
  - d. Bond Proceeds (300) Fund
  - e. Special Projects (400) Fund
  - f. Debt Principle (500) Fund
  - g. Debt Interest (600) Fund

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Todd House, Board Chair

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Date



June 2019

**Governing Board Meeting – July 17, 2019**

**Agenda Item: 2**

**BOD#: 2019-07-02**

**Agenda Item Title**

Recognition of employee performance, achievements, and special recognition for community members.

**Submitted By**

Fire Chief Mike Farber

Assistant Chief Richard Mooney

**Background/Discussion**

This is a recurring monthly item to provide the Board with information concerning superior employee performance, achievements, and special recognition for community members.

**July Service Anniversaries**

**35 Years of Service:** Engineer/Paramedic **Mark Blackstone**

**July Service Awards** (presented for 5,10,15,20, and 25 year anniversaries)

**26 Years of Service:** Captain/Paramedic **Amy Brooks**

**24 Years of Service:** Battalion Chief **Brett Broman**

**23 Years of Service:**

Engineer/Paramedic **Andrew Colby**

Firefighter/Paramedic **Steve Gereg**

Captain **Brian Logsdon**

Battalion Chief **Brian White**

Captain/Paramedic **Brian Wyatt**

**19 Years of Service:**

Captain/Paramedic **Jeff Ehrlich**

Captain **Joe Garcia**

**18 Years of Service:**

Captain/Paramedic **Mark Castaneda**

Firefighter/Paramedic **Dan McKinney**

**1 Year of Service:** EMT **Kelsey Christensen**



**Go to Item 3**

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**Governing Board Meeting – July 17, 2019**

**Agenda Item: 3**

**BOD#: 2019-07-n/a**

**Agenda Item Title**

Call to the Public

**A.R.S. §38-431.01(H)**

*A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the public body.*

*At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda.*

*However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.*

**Background / Discussion**

Call to the Public is provided so citizens may address the public body (Governing Board) with matters concerning the fire district. Arizona public meeting law provides that the public body may discuss, consider, or decide only matters listed on the agenda and other matters related thereto. Since the public body will generally not know what specific matters may be raised at call to the public, they will be unable to act until the matter is placed on a subsequent meeting agenda (at the Board's discretion). The Board may also direct staff to follow up on the issue with the citizen.

**Scheduled**

None



**Go to Item 4**

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**Governing Board Meeting – June 19, 2019**

**Agenda Item: 4**

**BOD#: 2019-06-03**

**Agenda Item Title**

Consideration and possible approval of all consent agenda items as listed below:

- A. Board Meeting Minutes from June 19, 2019 – **Appendix A**
- B. Intergovernmental Agreement with Mesa Fire and Medical Department Regional Dispatch System – **Appendix B**

**Background/Discussion**

The consent agenda allows the Board of Directors (BOD) to consider contracts, purchases, and other routine administrative matters having authorized funding within the current fiscal year budget as a single decision. Items may be withdrawn from the consent agenda and discussed separately upon request by any member of the BOD or staff. Information for each consent agenda item and corresponding supporting document is within the packet.

**Recommended Motion**

*“Motion to approve the consent agenda items for July 17, 2019.”*



**Go to Item 5**

**Go to Appendices**

**Go to Agenda**

**Governing Board Meeting – July 17, 2019**

**Agenda Item: 5**

**BOD#: 2019-07-04**

**Agenda Item Title:**

Public Hearing in accordance with ARS §48-805.02 in order to hear taxpayer's comments on the proposed Superstition Fire & Medical District revenue and expenditure budget for Fiscal Year 2019/2020.

**Submitted By:**

Board Chairman Todd House  
Fire Chief Mike Farber

**Background/Discussion:**

This Public Hearing is required by ARS §48-805.02. Board of Directors Chairman will consider audience comments / questions on issues related to the proposed Fiscal Year 2019/2020 Revenue and Expenditure Budget. The Board of Director Chairman will close the Public Hearing after all comments have been heard.

**Financial Impact:**

N/A

**Enclosure(s):**

N/A

**Recommended Motion:**

N/A



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[Go to Agenda](#)

**Governing Board Meeting – July 17, 2019**

**Agenda Item: #6**

**BOD#: 2019-07-05**

**Agenda Item Title**

Discussion and possible approval of FY2019 / 2020 Budget and adoption of Resolution 2019-07-17-05: Budget Adoption.

**Submitted By**

Finance Director Roger Wood

Fire Chief Mike Farber

**Background/Discussion**

At the December 19, 2018 meeting, the Board agreed to consider adoption of the FY2019 / 2020 Budget at the regularly scheduled Board meeting on July 17, 2019.

At the June 19, 2019 meeting, the Board approved the FY2019 / 2020 Tentative Budget and directed Staff to post the Tentative Budget for public comment. The 20-day public comment period is now complete.

The FY2019 / 2020 Revenue and Expenditure Budget is being presented to the Board of Directors at this time for possible adoption. The Board may discuss, make amendments, or motions regarding the Budget.

The FY2019 / 2020 Budget represents a tax rate of \$3.25 per hundred dollars of secondary valuation for District operations, a \$0.25 Special Assessment related to the Tax Override Initiative, and a \$0.17 Special Bond assessment.

**Financial Impact(s)/Budget Line Item**

N/A

**Enclosure(s) (all requiring signatures)**

Resolution 2019-07-17-05: Budget Adoption

Pinal & Maricopa County Special Taxing District Annual Budget Summary – Fiscal Year 2019 / 2020

Maricopa County Certification Pursuant to A.R.S. §48-805.02.D

**Recommended Motion**

*“Motion to adopt Resolution 2019-07-17-05: Budget Adoption, fully adopting the estimates of proposed revenues and expenditures by the Superstition Fire & Medical District for the fiscal year beginning July 1, 2019 and ending June 30, 2020 in the amount of **\$22,509,122.89** and declaring that such shall establish the budget of the Superstition Fire & Medical District for Fiscal Year 2019 / 2020.”*



**Go To Item 7**

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**RESOLUTION 2019-07-17-05**  
**Superstition Fire & Medical District Medical**  
**BUDGET ADOPTION**

**A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, FULLY ADOPTING ESTIMATES OF PROPOSED REVENUES AND EXPENDITURES BY THE SUPERSTITION FIRE & MEDICAL DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, DECLARING THAT SUCH SHALL ESTABLISH THE BUDGET OF THE SUPERSTITION FIRE & MEDICAL DISTRICT FOR SUCH FISCAL YEAR.**

**WHEREAS**, in accordance with the provisions of §48-805, Arizona Revised Statutes, the Governing Board did, on the nineteenth day of June 2019, made tentative estimates of the amount required to meet the public expenses for the ensuing year, and the receipts from sources other than direct taxation by the Superstition Fire & Medical District; and

**WHEREAS**, in accordance with said sections of said code, following due public notice by the District Clerk, that the tentative budget is on file and open to inspection by interested party; and

**WHEREAS**, in accordance with said provisions of the Arizona Revised Statutes, and following public notice, the Governing Board met on the seventeenth day of July 2019, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AS FOLLOWS:**

That the estimates of revenues and expenditures provided by staff now establish the finally adopted estimates of the proposed expenditures by the Superstition Fire & Medical District for the **fiscal year beginning July 1, 2019 and ending June 30, 2020**, in the amount of **\$22,509,122.89**, and declare that such shall constitute the budget of the Superstition Fire & Medical District for such fiscal year.

**PASSED AND ADOPTED THIS SEVENTEENTH DAY OF JULY 2019, BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.**

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*Todd House, Board Chairman*

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*Kathleen Chamberlain, Board Clerk*

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*Jason Moeller, Board Director*

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*Larry Strand, Board Director*

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*Jeff Cross, Board Director*

CERTIFICATION PURSUANT TO A.R.S. §48-805.02.D

In accordance with the requirements of Arizona Revised Statutes §48-805.02.D, the Chairman and the Clerk of the Fire Board of Directors of the Superstition Fire & Medical District hereby certify as follows:

(a) That the District has not incurred any debt or liability in excess of taxes levied and to be collected and the money actually available and unencumbered at that time in the District general fund, except for those liabilities as described in §48-805, sub-section B, paragraph 2 and §48-806 and 48-807.

(b) That the Superstition Fire & Medical District complies with sub-section F of §48-805.02.

The FY 19-20 budget amount of \$ 22,509,122.89 was approved by the Board of Directors of the Superstition Fire & Medical District at a meeting held on July 17, 2019.  
(Date)

Net Assessed Value (Primary Net Value) \$433,677 %

FY 2019 Tax Rate \$3.50

FY 2019 Tax Levy \$15,179 %

FY 2019 Assessments \_\_\_\_\_

FY 2019 Estimated FDAT \_\_\_\_\_

FY 2019 Bond Rate (if applicable) \_\_\_\_\_

FY 2019 Bond Levy (if applicable) \_\_\_\_\_

CERTIFIED THIS 17<sup>th</sup> DAY OF July, 2019:

By: \_\_\_\_\_  
Chairman of the Board of Directors

By: \_\_\_\_\_  
Clerk of the Board of Directors



Pinal County Special Taxing District

Annual Budget Summary

Fiscal Year 2019 - 2020

Superstition Fire & Medical District (formerly known as Apache Junction Fire District)

	General Fund	Tax Override Special Assessment - Capital Fund	Debt Retirement (Principal) Fund	Debt Retirement (Interest) Fund	Total Debt Retirement (Principal & Interest) Funds	TOTALS
Cash Balance in Treasurer's Office as of June 30, 2019	\$ 2,323,341	\$ 713,907	\$ 239,897	\$ 41,798	\$ 281,695	
Less: Outstanding Warrants	\$ (540,521)	\$ (986)	\$ -	\$ -	\$ -	
Ending Account Balances for Fiscal Year 2018 - 2019	\$ 1,782,820	\$ 712,921	\$ 239,897	\$ 41,798	\$ 281,695	\$ 2,777,436
<b>Approved Budget - Fiscal Year 2019 - 2020</b>	\$ 14,650,480	\$ 1,456,639	\$ 556,000	\$ 139,123	\$ 695,123	\$ 15,345,603
Tax Levy Required	\$ 13,199,664	\$ 1,015,358	\$ 507,679	\$ 182,765	\$ 690,444	\$ 13,890,108
<b>Pinal County Secondary NAV for Tax Year 2019</b>	\$ 406,143,504	\$ 406,143,504	\$ 406,143,504	\$ 406,143,504	\$ 406,143,504	\$ 406,143,504
Tax Levy / Secondary NAV * 100	\$ 3.2500	\$ 0.2500				\$ 3.5000
Debt Service (Bond) Tax Levy / Secondary NAV * 100			\$ 0.1250	\$ 0.0450	\$ 0.1700	\$ 0.1700
						\$ 3.6700
<b>Salt River Project Budget</b>	\$ 367,023	\$ 28,233	\$ 14,116	\$ 5,082	\$ 19,198	\$ 386,221
Estimated NAV \$11,600,000						
<b>Maricopa County Secondary NAV for Tax Year 2019</b>	\$ 433,677	\$ 433,677				
Tax Levy / Secondary NAV * 100	\$ 3.2500	\$ 0.2500				\$ 3.5000
Tax Levy Required	\$ 14,095	\$ 1,084				\$ 15,179
<b>Financial Reserve (Estimated 6.30.20 Balance)</b>	\$ 1,813,596	\$ 335,958	\$ 215,692	\$ 92,022	\$ 307,715	

Superstition Fire & Medical District is selecting tax rate = \$3.50 which includes the Special Assessment related to the Tax Override Passed In November 2016. Special Assessment related to JPMorgan Chase Refinancing Bond of \$0.17 for Fiscal Year 2019 - 2020.

Prepared By: \_\_\_\_\_  
 (Signature) Date  
 Roger Wood, Finance Director

Approved By: \_\_\_\_\_  
 (Signature) Date  
 Todd House, SFMD Board Chair

**Governing Board Meeting – July 17, 2019**

**Agenda Item: #7**

**BOD#: 2019-07-06**

**Agenda Item Title**

Discussion and possible approval of a Memorandum of Understanding (MOU) between Superstition Fire & Medical District and the United Mesa Firefighters, Local 2260, Superstition Chapter, and possible adoption of Resolution 2019-07-17-06.

**Submitted By**

Fire Chief Mike Farber  
Union VP John Walka

**Background/Discussion**

The MOU was first established and approved by the SFMD Board of Directors in 2017. This document is updated annually to reflect changes within the District. This was a collaborative effort between the Senior Leadership Team and the Superstition Fire & Medical Firefighters Chapter of Local 2260.

**Financial Impact(s)/Budget Line Item**

NA

**Enclosure(s)**

MOU  
Resolution 2019-07-17-06

**Recommended Motion**

*“Motion to approve the 2019 Memorandum of Understanding (MOU) between the Superstition Fire & Medical District and the United Mesa Firefighters, Local 2260, Superstition Chapter, and adopt Resolution 2019-07-17-06”*



**Go to Item 8**

**Go to Agenda**



# MEMORANDUM OF UNDERSTANDING

July 17, 2019 - July 1, 2020

SUPERSTITION FIRE & MEDICAL  
DISTRICT  
AND  
UNITED MESA FIREFIGHTERS  
ASSOCIATION, SUPERSTITION  
CHAPTER, IAFF, LOCAL 2260



## **Preamble**

### **Article 1- Rights**

Section 1.1- Nondiscrimination and Affirmative Action

Section 1.2- Rights of Management

Section 1.3- Rights of the Employee Organization

Section 1.4- Rights of the Unit Members

Section 1.5- Delivery of Service

Section 1.6- Prohibition of Strikes and Lockouts

### **Article 2- Grievance, Appeals, Labor / Management**

Section 2.1- Grievance Procedures

Section 2.2- Labor Management Relations

Section 2.3- Labor Management

Section 2.4- Labor Management- Committee Process

### **Article 3- Staffing, Compensation, and Wages**

Section 3.1- Staffing

Section 3.2- Wages

Section 3.3- Acting Pay

Section 3.4- Temporary Promotion

Section 3.5- Assignment Pay

Section 3.6- Special Leaves

Section 3.7- Shift Differential Pay

### **Article 4- Hours of Work, Working Conditions**

Section 4.1- Hours of Work

Section 4.2- Work Trades

Section 4.3- Filling Vacancies

Section 4.4- Seniority

Section 4.5- Conversation of Pay Rate and Earned Leave Accrual

Section 4.6- Compensation and Certification

### **Article 5- Benefits**

Section 5.1- Holiday Payment

Section 5.2- Vacation Accrual

Section 5.3- Sick Leave Accrual

Section 5.4- Earned Leave Buyout (ELBO)

Section: 5.5- Conversion of Excess Sick Time to Vacation Time

Section 5.6- Additional Vacation Leave

Section 5.7- Uniform Allowance

Section 5.8- Industrial Leave

Section 5.9- Industrial Leave Benefits

Section 5.10- Deferred Compensation

Section 5.11- Tuition Reimbursement

Section 5.12- Light Duty Assignment

Section 5.13- Personnel File

**Article 6- Health Benefits**

Section 6.1-Healthcare and Ancillary Benefits

Section 6.2- Health and Welfare

**Article 7- Miscellaneous**

Section 7.1- Saving Clause

Section 7.2- Reduction in Workforce

Section 7.3- Pay and Benefits

Section 7.4- Recall / Reemployment

Section 7.5- Term and Effect of Memorandum

**Meet and Confer Resolution 2009-02**

## **PREAMBLE**

This Memorandum of Understanding (herein after referred to as “MOU”) is entered into between the parties: the Superstition Fire & Medical District (herein after referred to as the “District”) and the Superstition Chapter of United Mesa Fire Fighters, International Association of Fire Fighters (IAFF) Local 2260 (herein after referred to as the “Employee Organization”).

WHEREAS: the parties recognize the importance of continuing and maintaining harmonious relations, cooperation and understanding between the District and its employees; and

WHEREAS, the parties, through their designated representatives, met and conferred in good faith pursuant to Resolution 2009-02 Meet and Confer Relationship in order to reach agreement concerning wages, hours, and working conditions of employees of the IAFF United Mesa Local 2260 - Superstition Chapter, and,

WHEREAS, the parties hereby acknowledge that the provisions of this MOU are not intended to abrogate the authority and responsibility of the Superstition Fire & Medical District Governing Board provided under the statutes of the State of Arizona or Pinal County Fire District Regulations, except as expressly and lawful limited herein.

NOW, THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this MOU to the Superstition Fire & Medical Board of Directors with their joint recommendation that the body resolve to adopt its terms and take such action as may be necessary to implement its provisions.

## **RECOGNITION**

The District does hereby recognize the Superstition Chapter of the United Mesa Fire Fighters, IAFF Local 2260 as the Employee Organization, for the purpose of meet and confer with respect to wages, hours and working conditions, for all full-time sworn and full-time civilian transportation personnel to include: Emergency Medical Technicians, Paramedics, Firefighters, Fire Engineers, and Fire Captains, hereby known as Unit Members. Contract, part-time, temporary, and civilian employees (not assigned to the Transportation Division) are excluded; as are probationary employees who have not graduated from the fire academy.

## **ARTICLE 1: RIGHTS**

### **Section 1.1: Nondiscrimination and Affirmative Action**

This MOU applies equally to all members of the Superstition Chapter. The Employee Organization and the District will not discriminate in employment relations against any employee because of race, religion, national origin, political affiliation, age, sex, sexual orientation, marital status, physical or mental disabilities, or source of income unless based on a bona fide occupational qualification. Whenever any words used herein in the masculine, feminine or neutral, they shall be construed as though they were also used in another gender in all cases where they would so apply.

### **Section 1.2: Rights of Management**

The following are illustrative of rights of management and are not to be construed as being all inclusive. The District will maintain the right of determination as to the purpose of each of its Districts, agencies,

boards and commissions, and will set standards of service to be offered to the public and shall exercise complete control and discretion over its organization. Any rights, powers and authority the District had prior to entering into this MOU are retained by the District except as expressly provided for in this MOU.

1. The Employee Organization recognizes that the District and the Fire Chief retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the Fire District's service delivery activities are conducted, managed, and administered, and the Employee Organization recognizes the exclusive right of the Chief to establish and maintain departmental policy and procedures for the administration of the Fire District during the term of this MOU provided that such rules and procedures do not violate any of the provisions of the MOU.
2. Except as otherwise specifically provided in this MOU, the District and the Fire Chief retain, without qualification, all rights and authority to which, by law and policy, they are entitled.
3. The District and the Fire Chief have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the District subject to the terms of this MOU.
4. It is understood by the parties that not every incidental duty connected with operations of the District is enumerated in job descriptions, nor may it be specifically described; nevertheless, it is intended that all such duties shall be performed by the employee when asked. The District and the Fire Chief shall determine and establish methods and procedures by which duties are performed, subject to the terms of this MOU.
5. The Fire Chief and Senior Staff reserve the right to discipline or terminate members for just cause in accordance with Superstition Fire & Medical District policy or this MOU. Such decisions may be subject to the Grievance Process.
6. The District and the Fire Chief shall have the right to transfer members within the District in a manner most advantageous to the District subject to terms of this MOU.
7. The District shall have the authority to affect re-organizations of the District. However, any such reorganization shall be discussed with the Labor-Management team prior to implementation.
8. The Employee Organization recognizes that the District has statutory rights and obligations in contracting for matters relating to District operations.
9. The District will direct its employees, take disciplinary action, relieve its employees from duty for legitimate reasons, determine whether goods and services shall be produced or provided by District employees, purchased or contracted for, and determine the methods, means, and personnel by which the District's operations are to be conducted.
10. The District will take all necessary actions to maintain uninterrupted service to the community.
11. The Fire Chief shall consult with the Employee Organization about the direct consequences that decisions on any of the foregoing matters may have on wages, hours, and working conditions.
12. The District will determine the overall goals, objectives and policies affecting District programs.
13. The District will determine the size of the District's workforce, its organization, functions, duties, amount of supervision and organization and will direct, appoint, employ and assign officers, agents and employees of the District and determine the standards thereof.

14. The District will determine the location of District facilities, including the establishment or relocation of buildings, divisions or subdivisions, and the relocation or closing of offices, District's divisions or subdivisions, buildings or other facilities.
15. The District will determine the financial policies, including all accounting procedures and all matters pertaining to finance.
16. The District will direct, supervise, and evaluate the District's units, programs, functions and services of the District.
17. The District will classify the various positions of the District, develop and determine levels of staffing and training, and prescribe duties and standards of productivity and adopt reasonable rules and regulations for acceptable conduct.
18. The District will authorize, assign and apportion overtime, including authorization for any full, part-time or contract labor.
19. The inherent rights of the District and the Fire Chief, including those herein specifically referred to, which are not modified or restricted by the provisions of this MOU are not, in any way directly or indirectly, subject to the Grievance Procedure outlined in the District's Policy Manual.
20. While the aforementioned outline the exclusive rights of the District, the Fire Chief and Senior Staff shall endeavor in good faith to include the Employee Organization in critical decisions related to the above conditions.
21. The Senior Leadership Team shall be comprised of the Fire Chief, Operations Chief, Planning and Logistics Chief, Financial Director, and Administrative Director.
22. Nothing herein shall be construed to diminish the rights of the District as outlined in Resolution 2009-02.

### **Section 1.3: Rights of the Employee Organization**

The Employee Organization, as the authorized representative, has the exclusive right to serve as the Meet and Confer representative of its members in the Fire Suppression Unit recognized by the Superstition Fire & Medical District and in accordance with Resolution 2009-02.

1. The Chapter Vice President and Chapter Executive Board members may be authorized in advance in writing to engage in the Employee Organization related activities, including Unit Member representation, district committees, and meetings, with full pay during duty hours, at the discretion of the Fire Chief as to not interfere with the efficient and economical delivery of emergency services. The Chapter Vice-President and Executive Board of the Superstition Chapter of the Local 2260 shall have participation with the Fire Board of Directors in the hiring and/or appointment process and selection of a Fire Chief for the Superstition Fire & Medical District. The Chapter Vice President and the Executive Board shall make a recommendation to the Fire Board of Directors, after the process, as representatives of the Labor Group. The Fire Board of Directors shall have the final decision in the selection process.
2. The District shall furnish to the Employee Organization, on request, a listing of the Employee Organization's members on District payroll deduction in July and January during the term of this agreement indicating name, mailing address, and job assignment. The Employee Organization agrees to use this list solely for purposes of communicating with Employee Organization members and will not share this information with other individuals or organizations.

3. The District shall deduct from each bi-weekly paycheck any Employee Organization dues, and/or other Employee Organization specified deductions, after signed and completed forms are provided to the human resources department by the individual employee; except, however, that such deduction shall be made only when the employee's earnings for that pay period are sufficient after other legally required deductions are made. The Employee Organization may request a change in dues or deductions to bi-weekly paychecks during the term of this Memorandum of Understanding. However, any changes to dues, deductions, or contributions must have signed and completed forms from each employee confirming authorization of change in deduction. The District will provide the Employee Organization with deductions elected to be given by employee to union groups bi-weekly with each paycheck either through check or electronic deposit.
4. The District will provide the Employee Organization, upon request, non-confidential and readily available information concerning the Employee Organization that is necessary to Employee Organization representatives for negotiations, and is not otherwise available to the Employee Organization, such as personnel census, employee benefit data, and survey information. Such requests shall be made in writing through the Fire Chief. Any unusual costs incurred by the District in connection with this section shall be borne by the Employee Organization.
5. The Employee Organization will be allowed up to four (4) hours to make presentations to new Firefighter-Recruits regarding the Employee Organization. During such presentations, Employee Organization representatives will not discuss information that is abusive of any person or organization or disruptive of the Districts operation.
6. All payroll deductions (excluding union dues) can be changed with a ballot vote of a majority (50%+1) of the Employee Organization members without obtaining the signatures of each member of the Employee Organization.
7. The amount of union dues will be determined by (1%) of a topped out City of Mesa Firefighter's rate of pay. The Chapter Vice President has the ability to increase or decrease the amount of union dues in accordance with the rate of pay of a City of Mesa Firefighter, without obtaining the signatures of each member of the Employee Organization. The Employee Organization will hold harmless the District and all its representatives.

#### **Section 1.4: Rights of the Employee Organization Members (Unit Members)**

1. Unit Members shall have the Employee Organization serve as their meet and confer representative without discrimination based on membership or non-membership in the Employee Organization or any other organization. Whenever the terms "employee, Unit employees, grievant" or some derivation of those, is used in this MOU it shall be synonymous with the term "Unit Member."
2. Unit Members have the right to be represented or not to be represented by the Employee Organization in dealings with the District concerning grievances and matters pertaining to their individual employment rights and obligations.
3. At their request, Unit Members will have the right to a representative when requested during any disciplinary meeting or when being asked to sign a Performance Improvement Plan.
4. The Fire District will make every reasonable effort to allow time for the representative to support a Unit Member where doing so will not negatively impact emergency service delivery.
5. Discipline, for purposes of this section, include; written reprimands, disciplinary probation, suspension, involuntary demotion and termination.

6. All Unit Members shall retain the right to represent themselves at disciplinary meetings, during investigations, for grievances, at hearings, and for any other employee/employer issues.
7. Disciplinary meetings do not include an interview of a Unit Member during the normal course of work to include, fact-finding, coaching and counseling, informal verbal admonishment or other routine or unplanned contact with a supervisor.
8. For the purposes of this section, “fact-finding” is defined as a meeting intended to determine facts or the accuracy of information.
9. Unit Members have the right to a representative for investigations where the Unit Member is the principal focus of the inquiry. Such representation may not unreasonably delay the scheduled date and time of meetings related to the investigation.
10. Disciplinary Review Board shall be comprised of a total of (3) members. The first board member shall be selected by the Employee Organization representative of the Unit Member being disciplined. The second board member shall be selected by management. The third board member shall be mutually agreed upon by the Employee Organization representative and management. Any discipline that may result in loss of pay or benefits is entitled to a disciplinary review hearing.
11. All Unit Members shall have the right to join or not join the Employee Organization. Employees have the right to participate on behalf of or engage in activities on behalf of a 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 the Employee Organization.
12. Violations of Unit Members rights described in Paragraph 11 of this section by any District employee may result in disciplinary action up to and including termination. Violations of employees’ rights described in Paragraph 11 of this section by officials, officers or agents of the Employee Organization may also result in decertification of the Employee Organization by the SFMD Governing Board of Directors.
13. When asked to do so, the Employee Organization must equally and fairly represent all Unit Members.

### **Section 1.5: Delivery of Services**

The parties recognize the delivery of Fire District services in the most effective and efficient manner possible is of paramount importance. Maximized productivity is recognized to be a mutual objective of both parties within their respective roles and responsibilities. To that end, it is the right and responsibility of the District to:

1. Determine the type and level of service to be provided by the Fire District;
2. Determine the most appropriate location, materials, and equipment for carrying out these services;
3. Determine and implement policies, standards, procedures, and methods for directing and supervising the operations and functions of the Fire District;
4. Establish, review, or implement policies, standards, procedures, and/or qualifications for hiring, classifications, transfers, and promotions;
5. Establish, review and implement, procedures, and assignments necessary to the delivery of quality services.

## **Section 1.6: Prohibition of Strikes and Lockouts**

1. The Employee Organization pledges to maintain unimpaired Fire Fighting, Emergency Medical Services, and related support services as directed by the Fire Chief. It shall not cause, condone, counsel or permit its members or Unit members, to strike, fail to fully and faithfully perform their duties, slowdown, disrupt, impede or otherwise impair the normal functions and procedures of the District.
2. Should any Unit member(s) of the Executive Board during the terms of this MOU, and until such time that is expressly and legally rescinded, breach the obligations of paragraph 1, the Fire Chief or his designee shall immediately notify the Chapter Vice President that a prohibited action is in progress. The International Association of Firefighters shall immediately disavow said strike or other prohibited action and shall endeavor in good faith to cause such employees to immediately return to work and/or cease the prohibited activity or, alternatively accept the responsibility for the strike or prohibited activity.
3. There shall be no lockout by the District during the terms of the MOU.
4. Unit Members found in violation of this section shall be subject to disciplinary action up to and including termination.
5. The Employee Organization may be subject to decertification by the SFMD Governing Board of Directors for violations of Paragraph 1 of this section.

## **ARTICLE 2: GRIEVANCE/APPEALS/LABOR-MANAGEMENT**

### **Section 2.1: Grievance Procedure/Perceived Breach of the MOU**

1. The District and the Employee Organization agree the procedure provided in this MOU shall be the sole and complete remedy for grievances under this MOU. Grievances on issues outside the terms of this MOU may not be grieved under provisions of this MOU.
2. Grievances on issues contained in SFMD Volume I shall be processed in accordance with SFMD Volume I Policy 102.30. Matters outside the terms of this MOU, subject to formal grievances preceding are eligible for an appealing hearing. All appeals shall follow SFMD Volume I Policy 102.31 Appeal Hearing.
3. Informal Resolution
  - a. It is the responsibility of the Unit Members who believe that they have a bona fide complaint concerning their working conditions to promptly inform and discuss it with their Battalion Chief in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.
  - b. If such informal discussion does not resolve the problem to the employee's satisfaction, and if the complaint constitutes a grievance as herein defined, the Unit Members may file a formal grievance in accordance with the following procedure.
4. Definition of Grievance

A "grievance" is a written allegation, submitted as herein specified, claiming violation(s) of the specific express terms of this MOU. The grievance will identify the articles of the MOU which



are alleged to be violated and the specific remedy requested. Failure to identify the said articles of the MOU and the specific remedy will automatically terminate the grievance.

5. Procedure in processing a formal grievance, the following procedure shall apply:

Step 1

The grievant shall reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by the Human Resource department, and submit it to his/her Battalion Chief within ten (10) calendar days of the initial commencement of the occurrence being grieved. Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held. The supervisor shall, within ten (10) calendar days of having received the written grievance of such meeting, whichever is later, submit his response thereto in writing to the grievant and the grievant representative, if any.

Step 2

If the response of the first level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the grievance form and presenting it to the second level of review Operations Chief within five (5) calendar days of the grievant's receipt of the level one response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within ten (10) calendar days of having received the written grievance or the meeting, whichever is later, the second level of review shall submit his response to the grievance to the grievant and the grievant's representative, if any.

Step 3

If the response of the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the grievance form and presenting it to the third level of review (Fire Chief or designee) within five (5) calendar days of the grievant's receipt of the level two response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within ten (10) calendar days of having received the written grievance or the meeting, whichever is later, the third level of review shall submit his response to the grievance to the grievant and the grievant's representative, if any.

Step 4

If the response of the third level of review does not result in resolution of the grievance, the grievant and the Employee Organization may submit the grievance to a Grievance Committee for review and recommendation within ten (10) calendar days of the receipt of the level three response.

The Grievance committee shall be:

1- Representative of the District.

1- Representative chosen by Employee Organization Vice President.

1- Party mutually agreed upon by both the Employee Organization and the District.

Step 5

If arbitration is chosen District management and the grievant, 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 seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one (1) 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:

- a. The arbitrator shall neither add to, detract from nor modify the language of the Memorandum or of District rules and regulations in considering any issue properly before him.
- b. The arbitrator shall expressly confine himself to the precise issues submitted to him and shall have no authority to consider any other issue not so submitted to him.
- c. The arbitrator shall be bound by applicable State law.
- d. The arbitrator shall within thirty (30) days from the close of the arbitration hearing submit his findings and advisory recommendations to the grievant and the Fire Chief, or their designated representatives.
- e. The costs of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

#### Step 6

The Fire Chief shall, within ten (10) calendar days of the receipt of the arbitrator's written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and his/her designated representative.

#### 6. Time Limits

Failure of District representatives to comply with time limits specified in Section 2.1 Paragraph 5 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.

### **Section 2.2 Labor-Management Relations**

1. The Superstition Fire & Medical District has a proud history of employees and administration working for the betterment of the fire district, its employees, and the service we provide our community. The District's administration and Employee Organization both believe that our pool of shared knowledge, experience and understanding is deepened through a Labor/Management process that provides for greater transparency, communication, and fiscal responsibility.
2. The Labor Leadership Group is not intended to co-manage the organization, rather its intent is to collaborate on organizational issues including wages, benefits and working conditions for the betterment of the organization and the community we serve.

## Section 2.3: Labor-Management

1. "Labor Management Team" shall refer to a one (1) representative of Management paired with a one (1) representative of the Executive Board. "Labor Management Group" shall refer to the Executive Board and representatives of Management who participate in the monthly Labor Management meetings. "Steering Committee" shall refer to the team comprised of the Fire Chief and the Chapter Vice President.
2. There shall be a Labor and Management Group consisting of five (5) representatives of the Employee Organization (Chapter Vice President and four (4) members of the Executive Board) and representatives from the District (Fire Chief and representatives of Management). The purpose of the group is to facilitate improved Labor-Management relations by providing a forum for discussion of challenges and mutual concerns which may include new District programs or substantial modifications of existing programs, policies and procedures that could impact work schedules, duties, safety, compensation and/or benefits.
3. The SFMD Labor-Management Group meets the second Wednesday of each month, and as-needed, to discuss District policies, programs, and strategic planning as well as wages, benefits and working conditions of unit members. The Labor Management Group shall meet no less than quarterly.
3. The Employee Organization representatives and the Management representatives shall in advance of a meeting provide each other with proposed agenda.
5. The Labor Management Group may be supplemented by additional members for specific agenda items when agreed upon before the meeting.
6. The Labor Management group may assign (additional) committees as necessary. Each committee will consist of at least one (1) representative of the Employee Organization and one (1) representative of Management, serving as the Co-Chair. The Labor Management Group recognizes the value of District teams and committee's as a cornerstone of a healthy Labor-Management system. The following committees are formally recognized by the Labor-Management Group. These include, but are not limited to:
  - a. Health & Wellness/Safety
  - b. Staffing Guidelines
  - c. Apparatus
  - d. Peer Support
  - e. Uniform
  - f. Grant
  - g. Deferred Compensation
  - h. Playbook
  - i. PIO
  - j. ImageTrend /Technology
  - k. Pipes & Drums/Honor Guard

## **Section 2.4: Labor Management- Committee Process**

### **The process:**

1. The committee makes a recommendation or identifies an issue. Moves the recommendation to the Labor Management Team.
2. The Labor Management Team evaluates the recommendation and shall either approve, disapprove, or refer the recommendation back to the Committee or up to the Labor Management Group for presentation from the Committee Chair to the Labor Management Group.
3. The Labor Management Group shall approve, disapprove, or refer the recommendation to the Steering Committee who shall approve, disapprove, or refer the recommendation back to either the Labor Management Group or Committee.
4. Decision shall be sent to Committee.
5. May be subject to approval by the Board of Directors.

## **ARTICLE 3: STAFFING/COMPENSATION/WAGES**

### **Section 3.1: Staffing**

1. The District and the Employee Organization acknowledges that the safety and security of the community we serve, as well as the employees that serve them, are the highest priority to this District. Therefore, the District acknowledges that every effort shall be made to decrease the future practice of Compromised Staffing. The District and the Employee Organization will endeavor to decrease Compromised Staffing by 20% during the duration of this MOU.
  - a. Compromised Staffing: Three (3) personnel on Engine and Ladder Companies.
  - b. Constant Staffing: Four (4) personnel on Engine and Ladder Companies.
2. Engines and Ladders are staffed with a minimum of a Captain, Engineer, and (2) Firefighters; or those who are qualified to “act” into these positions. A minimum of (2) personnel shall be Paramedics (ALS). Probationary Firefighters shall not be included in the minimum count of Paramedics, per unit.
3. If a vacancy lasts more than four (4) hours and cannot be filled, every attempt should be made to keep the ladder companies staffed at four (4) personnel.
4. A maximum of two (2) companies (Engine) may reduce to three (3) personnel when; a total of six (6) companies are in service.
5. Short term vacancies on four person Engine or Ladder Companies may not be filled with overtime unless it is necessary to maintain command, operational and/or ALS status. These units may operate with three (3) personnel for up to four (4) hours.
6. Every attempt shall be made for compromised units to have at minimum two (2) paramedics and a Captain or a Unit Member qualified to “act”.

### Section 3.2: Wages

Wages and/or benefits for all Unit Members will not decrease for the duration of this MOU, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.

The Labor Management Group shall make compensation and benefit comparisons with neighboring departments and districts including, but not limited to: Mesa, Chandler, Gilbert, Scottsdale, Northwest Fire District, Golder Ranch Fire District, Daisy Mountain, and Arizona Fire and Medical Authority. Unit Members assigned to a 24-hour shift will utilize a FLSA 18-day work period.

#### Unit Member Pay Scale:

Job Title	Start	6 months	Step 1	Step 2	Step 3	Step 4	Step 5
42-Hour Transportation EMT	\$26,083.29	\$27,364.48	\$28,737.28	\$30,178.72	\$31,688.80	\$33,267.52	\$34,937.76
56- Hour Transportation EMT	\$37,939.20	\$39,802.88	\$41,799.68	\$43,896.32	\$46,896.32	\$48,389.12	\$50,818.56
42-Hour Transportation Paramedic	\$31,780.32	\$33,359.04	\$35,029.28	\$36,768.16	\$38,621.44	\$40,543.36	\$42,579.68
56-Hour Transportation Paramedic	\$46,225.92	\$48,522.24	\$50,951.68	\$53,480.96	\$56,176.64	\$58,972.16	\$61,934.08
Firefighter	\$48,496.37	\$50,921.23	\$53,467.29	\$56,140.65	\$58,947.71	\$61,895.08	\$64,988.88
Engineer	N/A	N/A	\$62,275.47	\$65,389.24	\$68,658.70	\$72,091.64	\$75,696.22
Captain	N/A	N/A	\$72,220.45	\$75,831.47	\$79,623.05	\$83,604.20	\$87,784.41
Battalion Chief	N/A	N/A	\$97,128.48	\$101,984.90	\$107,084.15	\$112,438.35	\$118,060.27

### Section 3.3: Acting (Out-of-Class) Pay

1. When an employee works in an acting capacity for ten (10) or more consecutive shifts the employees base rate of pay shall increase by a minimum of 5% or adjusted to Step 1 of the position to which they are assigned, for the duration of the acting assignment. This adjustment shall be retroactive to the first shift of the assignment.
2. An employee working an acting assignment on a reasonably regular but non-consecutive basis, shall receive out-of-class compensation for the duration of the assignment if they work at least 480 hours in a 6-month period. If this occurs, the employee's compensation shall be retroactive to the first day of the acting assignment with in the calculated 6-month period.
3. This policy applies to all employees with exception of the Fire Chief.

### Section 3.4: Temporary Promotion

1. If a vacancy is expected to extend beyond 10 shifts, 30 days, or to meet a special need, the Fire Chief or his designee may temporarily promote an employee.
2. From the effective date of the temporary promotion, the employees' base rate of pay shall be increased by a minimum of 5%, or adjusted to Step 1 of the position to which they are assigned,

whichever is greater. This adjustment shall be retroactive to the first day of the assignment and remain for the duration of the assignment.

### **Section 3.5: Assignment Pay**

1. Paramedic (F/T Public Safety Only) - \$7,500 (on top of base salary)
2. Technical Rescue Team (TRT) Incentive - \$1,800 (on top of base salary)
3. BSO – \$2,100 (on top of base salary)
4. SCBA Tech - \$1,800 (on top of base salary)
5. Educational Incentives (Full-Time Employees Only)
  - a. Certificate of Completion: \$600 (on top of base salary)
  - b. Associate's Degree (or higher): \$1,200 (on top of base salary)

### **Section 3.6: Special Leaves**

Employee Leaves will be administered and managed in accordance with SFMD Volume I Policy 102.17 - Special Leaves.

### **Section 3.7: Shift Differential Pay**

1. 42 hour Transportation employees classified as an Emergency Medical Technician shall receive a shift differential of \$2.00 per hour.
2. 42 hour Transportation employees classified as a Paramedic shall receive a shift differential of \$3.00 per hour.

## **ARTICLE 4: HOURS OF WORK/WORKING CONDITIONS**

### **Section 4.1: Hours of Work**

The SFMD recognizes a 48/96 schedule, otherwise known and referred to herein as 48/96. The normal work week will average approximately fifty six (56) hours consisting of a combination two (2) consecutive twenty four (24) hour shifts on duty and four (4) consecutive twenty four (24) hour shifts off duty. Duty hours for Unit Members assigned to Emergency Services, excluding forty (40) hour assignments, will be paid bi-weekly based on averaged hours worked in the pay period. Overtime will be paid based on actual hours worked.

1. The work hours and schedule of Unit Members assigned to forty (40) hour assignments and all other Unit Members assigned to alternative/specialty assignments shall be at the discretion of the Fire Chief.
2. When a Unit Member is required to change from one shift to another by the District, the District shall allow a minimum of twelve (12) hours between tours of duty.

## **Section 4.2: Work Trades**

Two (2) Unit Members may be granted the opportunity to perform Work Trades up to a maximum of forty-five (45) such exchanges per employee in a contract year. Work Trades are arrangements between employees. Work Trades shall not qualify an Unit Member for overtime compensation. All Work Trades are subject to the approval of the Operations Chief or his/her designee.

## **Section 4.3: Filling Vacancies**

All vacancies in the classified service may be filled by transfer, promotion, demotion, employment, reinstatement, or from the appropriate employment list or other qualified applicants. Unit Members shall be given first consideration when filling a vacancy. Suppression personnel vacancies created by termination, retirement, promotion, or demotion shall be filled by means of hiring or promotion. Consideration may be given to operational need.

## **Section 4.4: Seniority**

Upon original appointment to employment with the SFMD an employee's seniority will be computed from the hire date. The Fire District will utilize adjusted seniority when considering bid requests. For purposes of this section, adjusted seniority will be determined by adding consecutive years of sworn service with the District, added to years of service in their current rank, which provides Unit Members a point score. Transportation Services personnel seniority will be determined by the date of hire with SFMD.

1. Any Unit Member who voluntarily separates employment from the District, but is later rehired by the District, shall lose all adjusted seniority accumulated prior to separation. Unit Members who separate employment due to a reduction in workforce but who are rehired will retain any seniority they had prior to the reduction in workforce.
2. Any Unit Member who takes an unpaid leave of absence in excess of thirty (30) consecutive calendar days that is not covered by the Family Medical Leave Act (FMLA), Military Leave, or Arizona Victim's Leave law shall not accumulate adjusted seniority for any time in excess of 30 days.

## **Section 4.5: Conversion of Pay Rates/Earned Leave Accruals**

1. Unit Members that move from the 56-hour (or shift) work week to the regular 40-hour work week or from a 40-hour week to 56-hour (shift) week for any reason will have their pay and earned leave benefits converted accordingly.
2. Unit Members moving from a 56-hour to 40-hour schedule shall have their compensation adjusted to include a five and one half percent (5.5%) day differential to keep the employee "whole" for FLSA purposes.
3. All shifts worked in excess of the forty (40) hour work schedule while an employee is assigned to a forty (40) hour work schedule shall be compensated at 1.5 times the employees fifty-six (56) hour base rate of pay.
4. Unit Members assigned to forty (40) hour positions shall remain eligible for assignment pay (i.e. Paramedic, TRT, etc.).

5. Unit Members on the 40-hour work week will be eligible to work shift overtime as long as:
  - a. The Unit Member has the required qualifications.
  - b. The Unit Member has worked in the position prior.
  - c. The shift work assignment does not interfere with their normal working hours.
6. Overtime will be distributed in accordance with Telestaff algorithms. Exception: Wildland deployments, Wildland backfill, Transportation Division backfill, and Special events.

### **Section 4.6: Compensation & Certification**

1. For 56 hour Suppression employees, any hours in excess of 112.31 hours in a pay period will be paid as overtime. For 42 hour and 56 hour transportation employees, any hours worked in excess of 40 hours worked per week will be paid as overtime.
2. Unit Members shall maintain all certifications required of their positions including but not limited to E.M.T., Paramedic, (including current ACLS, CPR), and TRT.
3. Failure to maintain required certifications may result in reimbursement by the Unit Member to the District for the District's vested cost of said certifications when the Unit Member fails to endeavor to recertify the loss of certification and/or where the loss of certification creates disorder or disruption to the delivery of emergency services.

## **ARTICLE 5: BENEFITS**

### **Section 5.1: Holiday Payment Incentive**

All Unit Members assigned to a 56 hour work schedule will receive additional compensation equal to **11.2** hours of regular pay for the ten (10) District recognized holidays. All Unit Members assigned to a 42 hour work schedule will receive additional compensation equal to **8.4** hours of regular pay for the ten (10) District recognized holidays.

District recognizes ten (10) holiday days per year:

- |                          |                    |
|--------------------------|--------------------|
| • New Year's Day         | • Labor Day        |
| • Martin Luther King Day | • Columbus Day     |
| • President's Day        | • Veteran's Day    |
| • Memorial Day           | • Thanksgiving Day |
| • Independence Day       | • Christmas Day    |

### **Section 5.2: Vacation Accrual**

Vacation leave shall be earned and accrued from the date of full-time employment with the SFMD. Eligible Unit Members accrue the appropriate number of hours of vacation leave based on their anniversary date. Full-time Unit Members shall earn and accumulate vacation leave annually as follows: (hours per pay period / days annually).



### **Section 5.3: Sick Leave Accrual**

1. PSPRS and all 56 hour Unit Members will accrue sick leave at a rate of 6.25 hours per pay period.
2. During pay periods of uncompensated leave Unit Members will not accrue sick leave.

### **Section 5.4: Earned Leave Buy Out (ELBO)**

1. At fiscal year's end 56 hour Unit Members will be paid for accrued **vacation** hours in excess of 450 hours, 336 for 42 hour Unit Members, 320 for 40 hour Unit Members, to be calculated at the Unit Member's current hourly rate as of June 15<sup>th</sup> each year.
2. Unit Members are not required to use a minimum amount of vacation hours in a fiscal year.
3. At fiscal year's end, employees will be paid for accrued **sick** leave hours in excess of 1,460 for 56-hour Unit Members, 1,092 hours for 42 hour Unit Members, and 1,040 hours for 40 hour Unit Members. The hours will multiplied times the employee's current hourly rate to determine the amount of the sick leave ELBO to be paid out as of June 15<sup>th</sup> of each year.
4. Payment of any approved ELBO will occur in June, each year.
5. At the official date of retirement, the Sick Leave Buyout will be administered in accordance with SFMD Volume I Policy 102.16: Earned Leaves

### **Section 5.5: Conversion of Excess Sick Time to Vacation Time**

Unused accrued sick time is carried over from year to year with no cap, subject to the limitations on usage. However, Unit Members may elect to convert sick to vacation time under the following circumstances:

1. Unit Members may elect to convert unused sick hours to vacation hours in excess of; 1,040 for Unit Members assigned to a 40 hour schedule, 1,092 hours for Unit Members assigned to a 42 hour schedule, and 1,460 for Unit Members assigned to a 56 hour schedule.
2. Unit Members who elect to convert sick time to vacation time in accordance with this section are required to execute the **Sick Time Conversion Election Form**. If the Unit Member does not submit the Sick Time Conversion Election Form to the Payroll Department, sick hours will be bought out in accordance with Section 5.4.
3. If elected, an Unit Members sick time shall be converted to vacation time on the basis of one (1) hour of vacation time for every one (1) hour of excess sick time accrued.
4. Unit Members shall not convert sick time hours to vacation time if the Unit Member will be receiving a Vacation Buyout in the same fiscal year.
5. Conversion of sick time hours to vacation hours shall not apply to the Separation Earned Leave Buyout.

## **Section 5.6: Additional Vacation Leave**

1. Formerly known as Floating Holiday, all Unit Members will receive an additional 24 hours of vacation leave at the beginning of each fiscal year.

## **Section 5.7: Uniform Allowance**

Unit Members will receive seven hundred dollars (\$700) uniform allowance per fiscal year. The Unit Member's uniform balance will be managed by the Superstition Fire & Medical District accounting staff. Employees will be responsible to pay the contracted uniform vendor for any uniform items they wish to purchase above the provided annual amount.

## **Section 5.8: Industrial Leave / On the Job Injury**

Industrial leave is defined as leave necessitated by an injury, illness or condition sustained as a direct result of employment with the Fire District, which requires treatment and/or recuperation as determined by a District authorized physician. Industrial leave is authorized through the State Industrial Commission. Industrial leave is not accrued, but is available through and in accordance with the Arizona Workers' Compensation Law (Title 23, Chapter 6; Arizona Revised Statutes): All employers with one or more employees must carry Workers' Compensation Insurance. Coverage for all Unit Members begins at time of hire. Workers' Compensation coverage is subject to the terms and conditions of the law.

1. Job related injuries must be reported and documented with the Unit Member's immediate supervisor, absent extenuating circumstances, immediately, or as soon as reasonably possible following the accident or injury.
2. The Fire District has the right to request that an employee injured on the job seek medical assistance from a doctor of the Fire District's choice.
3. While on industrial leave, no sick leave, vacation leave, compensatory leave, or any other paid leave will be charged to the employee.
4. While on industrial leave, the Unit Member will remain in full-pay status accumulating all benefits due to him/her.
5. An Unit Member may remain on industrial leave for 180 days at which time an evaluation will be made, upon the recommendation of a Fire District authorized physician as to whether the Unit Member will be able to return to work performing the essential functions of their job, with or without a reasonable accommodation.

## **Section 5.9: Industrial Leave Benefits**

1. If a compensable claim is processed through the current workman's compensation fund, a check is issued to the Unit Member it must be endorsed back to the Fire District each pay period. Failure to do so, may result in disciplinary action.
2. If the claim is determined to be non-compensable the Unit Member may appeal the decision to the Industrial Commission of the State of Arizona for final disposition.

### **Section 5.10: Deferred Compensation**

1. The District Deferred Compensation program shall be coordinated by a six (6) member committee comprised of three (3) members of the Fire District one (1) Unit Member and the deferred compensation plan administrator and one (1) additional management designee.
2. The Deferred Compensation Committee shall maintain bylaws.
3. Unit Members may contribute up to a maximum of **\$61** per pay period to be eligible for the District matching contribution.
4. The District shall provide a matching dollar for dollar Deferred Compensation matching contribution up to a maximum of **\$61** per pay period.

### **Section 5.11: Tuition Reimbursement**

1. Tuition reimbursement shall not exceed \$7,800 annually, per Unit Member.

### **Section 5.12: Light Duty Assignments**

The SFMD will attempt to accommodate all Unit Member's request for a light duty assignment for employees who are not able to perform their normal duty assignments due to temporary injuries or illnesses, which have occurred on or off duty. Preference will be given to Unit Members sustaining on-duty injuries.

### **Section 5.13: Personnel File**

1. Unit Members who have received disciplinary action may request an addendum to disciplinary action from their supervisor after one (1) year provided they have received no further disciplinary action.
2. The supervisor shall prepare an *Addendum to Disciplinary Action* as requested if the Unit Members has not exhibited any of the performance or behavioral problems addressed in the initial disciplinary action.
3. The addendum of disciplinary action shall be maintained in the Unit Member's personnel file along with the original disciplinary action.

## **ARTICLE 6: HEALTH BENEFITS**

### **Section 6.1: Healthcare & Ancillary Benefits (Cafeteria Plan)**

The District shall contribute on behalf of the Unit Member, "benefit dollars" to be used toward the purchase of medical, dental, vision, life insurance or any other benefits provided by the District for its employees. All full-time Unit Members, and their eligible dependents, are eligible for Benefit Contribution dollars on the Unit Member's hire date. The District shall also be allowed to make minor program changes which are beyond the District's control (e.g., mandated by the carrier or by regulation).

The District will maintain the premium contribution levels of (\$425) per pay period to each employee in full time status, and must be used towards insurance and other specified benefits (deferred compensation, life insurance) for the term of this MOU.

## **Section 6.2: Health & Welfare**

1. Vaccinations and Inoculations: The District will provide at no cost to Unit Members, Hepatitis B, Influenza (when available), Tetanus, TB screenings and any other vaccinations recommended by the CDC, OSHA, and NFPA for first responders. Failure to follow standard procedures may result in costs at the employee's expense.
2. Medical Examinations: The District will provide annual medical examinations in accordance with NFPA 1582.
3. Medical referrals resulting from wellness exams will not be at the District's expense.

## **ARTICLE 7: MISCELLANEOUS**

### **Section 7.1: Saving Clause**

1. If any Article or Section of this MOU should be held invalid by operation of law or by a 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 MOU shall not be affected thereby.
2. Nothing contained in this MOU shall preclude the parties from being in compliance with the requirements of the American with Disability Act (ADA).
3. In the unlikely event that during the term of this MOU the Superstition Fire & Medical District experiences loss of revenues or legal requirements that if not resolved during the budget year would result in the layoff of District personnel, diminishment to pay and/or benefits of the Superstition Fire & Medical District's workforce, or the serious curtailment of services provided to the citizens serviced by the Superstition Fire & Medical District, this MOU may be reopened for negotiations. The following provisions shall apply to this circumstance:
  - a. The Fire Chief shall notify the SFMD Governing Board of Directors that a fiscal emergency exists, and meet with the Chapter Vice President of the Superstition Chapter of UMFF Local 2260 to open the MOU.
  - b. The Fire Chief shall notify the Chapter Vice President in writing of the need to reopen this MOU. Such notice shall include the reasons for the reopening and the anticipated amount of District budget shortfall that needs to be resolved in order to alleviate the need to layoff District employees, diminishment to pay and/or benefits of the Superstition Fire & Medical District's workforce, or severe curtailment of services provided to the citizens of the Superstition Fire & Medical District.
  - c. The Labor Management team and representatives from UMFF Local 2260 shall meet and confer in good faith for a period of no more than thirty (30) calendar days, from the original date of the notification that the MOU was re-opened, in an effort to reach an agreement on how best to address the identified issues. The scope of the re-opened Meet & Confer discussions shall be limited to economic issues.
  - d. The initial thirty (30) day period may be extended up to an additional thirty (30) days if agreed to by the parties. Additional extensions, if necessary, may only be granted at the discretion of the SFMD Governing Board of Directors.

- e. Recommended modifications to the MOU shall be submitted to the SFMD Governing Board of Directors who will make final determination as to the acceptance, rejection, or alteration of the proposed modifications. The Employee Organization shall be provided an opportunity to address the SFMD Governing Board of Directors with respect to any proposed modifications.
- f. Should the District and the Employee Organization be unable to reach agreement on proposed modification of the MOU within the time periods set by this provision, the Governing Board of Directors, will consider and establish remedies necessary to address the identified issues. The Employee Organization shall be provided an opportunity to address the SFMD Governing Board of Directors regarding identified issues.
- g. This section shall only apply if the general population of SFMD's workforce is subject to the same or greater reduction of pay or benefits or resulting layoffs.

## **Section 7.2: Reduction in Workforce**

The purpose of this provision is to provide a systematic and equitable method for the organization to reduce or reorganize the workforce due to a fiscal crisis, lack of funds, or budgetary constraints to maintain safe, harmonious and efficient emergency operations for employees and the community they serve. This policy applies to all employees including but not limited to permanent, temporary, part-time contract and/or grant funded positions.

A reduction in workforce is a District-initiated action taken to reduce or reorganize the fire district staffing levels. Implementation of Section 7.2 shall be approved by the SFMD Governing Board of Directors and will be carried out by the Fire Chief.

1. The District shall consider proactive steps to avoid or minimize a reduction-in-force. Such steps may include; budget review to identify non-critical areas for reduction or elimination; suspension or elimination of temporary services and contract workers; implementation of a hiring freeze; a review of overtime and training hours; incentives for early retirement; severance package; job sharing; furloughs; reduced benefits; reduced work hours; reorganization; alternate staffing/service strategies; or a wage and benefit freeze.
2. When any work schedule modifications, reorganization, salaries or benefit reductions become necessary, the Fire Chief shall notify the Board of Directors. When a reduction in workforce becomes necessary the Fire Chief shall notify the Board of Directors as to the number of employees to be laid off. Employees shall be identified for layoff based on the layoff selection process, contained in the procedure section of this policy.
3. The Fire Chief shall give a thirty (30) calendar day's notice to employees identified for layoff or elimination of their position.
4. Employees receiving notice of layoff may be laid off immediately, only if the member is paid for the 30 day period. Reduction in workforce / reorganization is non-grievable, except when the grievance is based on discrimination.
5. The initial layoff process will include each Assistant Chief evaluating their program management areas to determine where reductions or reorganizations can be made, while identifying critical operational needs for personnel and community safety. The evaluation shall be forwarded to the Operations Chief. The Fire Chief, Operations Chief and Representatives of the Labor Group shall discuss the reorganization prior to implementation. Final approval of affected classifications and numbers rests with the Fire Chief and the Fire Board.

6. All temporary employees shall be laid-off before part-time employees; part-time employees before full time probationary employees; and full time probationary employees before full-time non-probationary employees. Employees who have not completed their initial (entry) probationary period will not be eligible for recall rights or other layoff privileges.
7. For full-time positions, layoffs will be based on rank and seniority. Layoffs will be made first by selecting the least senior employee in the lowest rank, offering the least senior employee in the next highest rank a chance to demote to the lower rank.
8. Employees who have been reclassified as a result of a reduction-in-force action shall retain the salary of the position held prior to the reclassification. If this salary exceeds the range of the classification to which the employee was reclassified, the employee will receive a pay freeze until employee's pay is within the range of their new classification.
9. Seniority shall begin on employee's most recent hire date to a regular full-time position. Any civilian employee hired to a Unit member position shall receive a new hire date. Seniority shall not carry over seniority from a previous classification. Seniority for positions of rank shall begin on date of promotion, if more than one employee is promoted on the same date, adjusted seniority shall be used to determine seniority. Seniority encompasses the probationary period.
10. In the event a tie exists between two or more employees, the next consideration will be the person's final overall promotional examination score or the member's overall entrance exam score where applicable.
11. Seniority is defined as total consecutive years/months of District employment without a break in service. Active Duty Reserve military training will be considered consecutive service. Special Leaves shall be considered continuous employment.

### **Section 7.3: Pay & Benefits**

1. In the event of a layoff, the Unit Member's final work day shall be the last day in the pay cycle. Final payment of wages and other accumulated hours (holiday, vacation and sick leave) shall be paid to the employee on the next regularly scheduled payday.
2. In the event of layoff, the Unit Member's sick leave hours will be paid out in accordance with the Separation Earned Leave Buyout.
3. In accordance with §ARS, any Unit Member rehired within nine (9) months of resignation or layoff shall have the previous unused sick time leave balance restored. Sick leave hours paid by the District in accordance with Section 7.3.1. shall not be restored. Unit Members that have been recalled (within 2 years) retain their seniority from date of the layoff. Seniority time will not accumulate during the layoff period. Retirement service credits will not accumulate, due to a break in service.
4. Unit Members that resign but are rehired, shall not retain seniority.
5. Unit Members that resign but are rehired, shall retain credit for total time with the District in regard to promotional requirements. The total time credited is not required to be consecutive.
6. An Unit Member, separated through termination/layoff, may elect to withdraw, rollover, or receive monies from his/her deferred compensation plan account(s), as governed by the terms of those plans.

7. Separated Unit Members and their immediate families shall continue to be eligible for services provided by the District's Employee Assistance Program (EAP) for the period of three (3) months.
8. Unit Members in the group health plan are eligible for COBRA.

#### **Section 7.4: Recall/Reemployment**

1. Unit Members who leave the District in good standing may be considered for future re-employment for a period up to two (2) years. Employees who resign without two weeks' notice, or who are dismissed for unsatisfactory performance or conduct, shall not be considered for re-employment.
2. In the event of rehiring to fill vacancies created by retirements, resignations or the availability to increase staffing, personnel will normally (but not necessarily) be recalled in the reverse order of the layoff process. Therefore, last out would normally be the first to be rehired.
3. Consideration shall be given to operational needs, employee classification and the Unit Members ability to perform the job when selecting the re-hiring of personnel.
4. Unit Members on layoff status shall be placed on a recall list and will be eligible for recall for up to two (2) years or until the Fire Chief and SFMD Governing Board of Directors determines the layoff is permanent. After the two (2) year layoff period, an employee will no longer be eligible for recall and the layoff will be considered permanent.
5. If an Unit Member chooses to remove his/her name from the recall list, the employee will forfeit the rights to be recalled. Employees on the recall list will be required to contact Human Resources to keep the District updated with current home address and contact phone number within seven (7) calendar days of any changes. Failure to do so will eliminate all rights to be recalled.
6. Unit Members recalled shall be notified by certified or registered United States mail. An employee has 30 days to respond back to a recall notice by certified or registered United States mail, after receipt of the recall notice or its attempted delivery. An employee who does not respond to the notice during the specified time period will be removed from the recall list and will no longer have any recall rights.
7. Unit Members recalled to their former position shall be compensated at the rate of pay they would be entitled to had the layoff not occurred. If a recall places the employee in a higher level position than previously occupied, the employee will be paid in accordance with the provisions of the District's promotion policy.
8. Unit Members that resign but are rehired shall be compensated at the rate of pay prior to resignation.
9. In the event an Unit Member resigns from a previously promoted position (Engineer, Captain, Battalion Chief) the employee's previous position/class may have been filled through promotion or transfer. The employee may be rehired at a position/class less than previously held prior to resignation.
10. New Unit Members will not be hired until all laid off Unit Members have had an opportunity to be re-called in that job classification.

## **Section 7.5: Term and Effect of MOU**

1. This MOU shall remain in full force and effect from July 17, 2019 until July 1, 2020, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.
2. In the event the parties are unable to reach agreement on a new MOU, prior to the expiration of this MOU, the SFMD Governing Board of Directors and the Employee Organization may extend this MOU by mutual agreement for the time period necessary to complete negotiations. All terms of this agreement shall remain in effect during continued negotiations.
3. The MOU may be renewable without further review or meet and confer if the Fire Chief, Chapter Vice President, and the SFMD Governing Board of Directors are in agreement.
4. Except as expressly provided in this MOU, the District shall not be required to meet and confer concerning any matter, whether covered or not covered herein to take effect during the term or extensions thereof.
5. This MOU supersedes any past practice and supersedes any previous agreement, verbal or written between parties hereto or between any of them and any employee(s) covered hereby.
6. It is intended by the parties hereto that the provisions of this MOU shall be in harmony with the rights, duties, obligations, and responsibilities which by law devolve upon the SFMD Governing Board of Directors, Fire Chief and the Employee Organization while these provisions shall be interpreted and applied in such manner.
7. The Employee Organization recognizes the powers, duties and responsibilities of the Fire Chief as set forth in District Policy and that pursuant thereto the Fire Chief has the authority to establish rules and regulations applicable to the operation of the Fire District and to the conduct of the employees and officers employed therein, subject to the provisions of this MOU.
8. This MOU references the SFMD Volume I Policy Manual of the District as approved by the Senior Leadership Team, Labor Management processes, and the Governing Board of Directors.
9. Revisions to the Policy Manual and Standard Operating Procedures pertinent to this MOU from this point on must have approval of the Fire Chief, Senior Leadership Team, and the Chapter Vice President. To not do so will be considered a violation and breach of this MOU.
10. In the event a dispute over the interpretation of any segment of this MOU arises, as a prelude to filing a formal breach of the MOU, the Employee Organization and the District will meet with the goal of developing a mutual agreeable clarification. Once agreed upon, the clarification will be signed by both parties and become an informational attachment of the MOU.



IN WITNESS WHEREOF, the parties have set their hands this 17th Day of July 2019;

**Superstition Fire & Medical District:**

\_\_\_\_\_  
Mr. Todd House, Board Chair

\_\_\_\_\_  
Mrs. Kathleen Chamberline, Board Director

\_\_\_\_\_  
Mr. Jeff Cross, Board Director

\_\_\_\_\_  
Mr. Larry Strand, Board Director

\_\_\_\_\_  
Mr. Jason Moeller, Board Director

**Fire Chief:**

\_\_\_\_\_  
Mike Farber, Fire Chief

**IAFF, United Mesa Firefighters, Local 2260:**

\_\_\_\_\_  
John Walka, Chapter Vice President

**2019-2020 SFMD MOU Development Team:**

Fire Chief Mike Farber  
Assistant Chief Rick Ochs  
Assistant Chief Richard Mooney  
Financial Director Roger Wood  
Administrative Director Anna Butel  
John Walka  
Jon Williamson  
Ryan Ledbetter  
Trace Leggett  
Andrew Tryon

**RESOLUTION 2019-07-17-06**  
**Superstition Fire and Medical District Medical**  
**ADOPTING THE MEMORANDUM OF UNDERSTANDING**

**A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, FULLY ADOPTING THE MEMORANDUM OF UNDERSTANDING.**

**WHEREAS**, the Board acknowledges the importance of a Memorandum of Understanding (MOU) between Labor and Management that is collaboratively developed; and

**WHEREAS**, the Board supports an MOU that fosters a symbiotic Labor/Management rapport that is committed to working together to form a positive, professional, and productive fire service organization; and

**WHEREAS**, the Labor Management Team is dedicated to maintain an open and cooperative relationship that enhances the quality service provided to both internal and external customers; and

**WHEREAS**, the MOU provides support for the entire SFMD membership – civilian and suppression alike; and

**WHEREAS**, the MOU has linkage to the SFMD Meet and Confer (Resolution 2009-02), SFMD Declaration of Ideals, SFMD Code of Conduct, SFMD Volume I – Administrative Policy, and specifically Policy 102.45 Labor Management Relations; and

**WHEREAS**, the commitment of quality service for the citizens we serve will continually be the SFMD's top priority;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AS FOLLOWS:

That the Superstition Fire & Medical District Board of Directors fully supports and adopts the Memorandum of Understanding between the Superstition Fire & Medical District and the United Mesa Firefighters, Local 2260, Superstition Chapter.

PASSED AND ADOPTED THIS SEVENTEENTH DAY OF JULY, 2019 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

\_\_\_\_\_  
*Todd House, Board Chairman*

\_\_\_\_\_  
*Kathleen Chamberlain, Board Clerk*

\_\_\_\_\_  
*Jason Moeller, Board Director*

\_\_\_\_\_  
*Larry Strand, Board Director*

\_\_\_\_\_  
*Jeff Cross, Board Director*

**Governing Board Meeting – July 17, 2019**

**Agenda Item: #8**

**BOD#: 2019-07-07**

**Agenda Item Title**

Discussion and possible approval to pursue the development of any Fire Code Amendments, Policy modification, and any IGAs needed to permit the enforcement of code requirements for code violations relating to illegal burns, parking obstructions, fireworks violations and code inspection requirements.

**Submitted By**

Fire Chief Mike Farber

**Background/Discussion**

Years ago, the District had the authority to issue citations that were paid at the County Court. Fire Captains who found illegal burns or Fire Code violations could cite under the Uniform Fire Code. After speaking to legal counsel, the provisions are still in the International Fire Code. It is the intent of this policy change to give authority to our Fire Captains to enforce this code.

**Financial Impact(s)/Budget Line Item**

**Enclosure(s)**

**Recommended Motion**

*“Motion to pursue the development of any Fire Code Amendments, Policy modification, and any IGAs needed to permit the enforcement of code requirements for code violations relating to illegal burns, parking obstructions, fireworks violations and code inspection requirements.”*



**Go To Item 9**

**Go to Agenda**

Governing Board Meeting – July 17, 2019

Agenda Item: #9

BOD#: 2019-07-08

**Agenda Item Title**

Discussion and possible approval of a new District Logo.

**Submitted By**

Fire Chief Mike Farber

**Background/Discussion**

The Membership voted 70% to 30% to change the SFMD patch to a newer, more modern appearance.



**Financial Impact(s)/Budget Line Item**

There is no charge for the artwork. The cost will be included in the uniform. The District will purchase new patches just like it does currently.

**Enclosure(s)**

**Recommended Motion**

*"Motion to approve the new District Logo"*



Go To Item 10

Go to Agenda

**Governing Board Meeting – July 17, 2019**

**Agenda Item: #10**

**BOD#: 2019-07-09**

**Agenda Item Title**

SFMD Policy Manual – Policies reviewed in June.

**Submitted By**

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

**Background/Discussion**

In the June Board of Directors meeting, the following policies were submitted for review:

- 1036 Line of Duty Death
- 1038 Family Support Liaison
- 1039 Funerals
- 1040 Family and Medical Leave Act

These are essential policies and are part of the comprehensive Lexipol/SFMD policy manual.

**Financial Impact(s)/Budget Line Item**

NA

**Recommended Motion**

*"Motion to approve policies: Line of Duty Death, Family Support Liaison, Funerals and Family and Medical Leave Act."*



**Go to Item 11**

**Go to Agenda**

**Governing Board Meeting – July 17, 2019**

**Agenda Item: #11**

**BOD#: 2019-07-10**

**Agenda Item Title**

Policy Review – For possible approval in the August 2019 Board of Director Meeting.

**Submitted By**

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

**Background/Discussion**

As you are aware, SFMD is currently creating a new policy manual through the implementation of Lexipol. After your review, we will be seeking approval in the August meeting. Although, these policies require board approval they will not go into effect until the completion of the policy manual. Ideally, we do not want to burden the board with a large manual that requires approval all at once, and we want to avoid membership confusion by having only manual.

**Financial Impact(s)/Budget Line Item**

NA

**Enclosure(s)**

- 1043 – Nepotism and Conflicting Relationships
- 1044 – Member Speech, Expression and Social Networking
- 1045 – Anti-Retaliation
- 1103 – Flag Display

**Recommended Motion**

*No motion at this time.*



**Go to Item 12**

**Go to Agenda**

# Nepotism and Conflicting Relationships

## 1043.1 PURPOSE AND SCOPE

Discretionary

The purpose of this policy is to ensure equal opportunity and effective employment practices by avoiding actual or perceived favoritism, discrimination or actual or potential conflicts of interest by or between members of this district. These employment practices include: recruiting, testing, hiring, compensation, assignment, promotion, use of facilities, access to training opportunities, supervision, performance appraisal, discipline and workplace safety and security.

### 1043.1.1 DEFINITIONS

Discretionary

Definitions related to this policy include:

**Business relationship** - Serving as an employee, independent contractor, compensated consultant, owner, board member, shareholder or investor in an outside business, company, partnership, corporation, venture or other transaction, where the employee's annual interest, compensation, investment or obligation is greater than \$250.

**Conflict of interest** - Any actual, perceived or potential conflict of interest in which it reasonably appears that an employee's action, inaction or decisions are or may be influenced by the employee's personal or business relationship.

**Nepotism** - The practice of showing favoritism to relatives over others in appointment, employment, promotion or advancement by any public official in a position to influence these personnel decisions.

**Personal relationship** - Includes marriage, cohabitation, dating or any other intimate relationship beyond mere friendship.

**Public official** - A supervisor, officer or employee vested with authority by law, rule or regulation or to whom authority has been delegated.

**Relative** - An employee's parent, stepparent, spouse, domestic partner, significant other, child (natural, adopted or step), sibling or grandparent.

**Subordinate** - An employee who is subject to the temporary or ongoing direct or indirect authority of a supervisor.

**Supervisor** - An employee who has temporary or ongoing direct or indirect authority over the actions, decisions, evaluation and/or performance of a subordinate employee.

## 1043.2 POLICY

Discretionary

The Superstition Fire & Medical District is committed to fair and equitable treatment of all members and to creating a work atmosphere that is free of both actual and apparent conflicts of interest that could compromise this principle.

# Superstition Fire & Medical District

## Policy Manual

### *Nepotism and Conflicting Relationships*

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#### **1043.3 RESTRICTED DUTIES AND ASSIGNMENTS**

##### **Discretionary**

The District will not prohibit all personal or business relationships between employees. However, in order to avoid nepotism or other inappropriate conflicts, the following reasonable restrictions should apply:

- (a) Employees are prohibited from directly supervising, occupying a position in the line of supervision or being directly supervised by any other employee who is a relative or with whom they are involved in a personal or business relationship.
  - 1. If circumstances require that such a supervisor/subordinate relationship exist temporarily, the supervisor should make every reasonable effort to defer matters pertaining to the involved employee to an uninvolved supervisor.
  - 2. When personnel and circumstances permit, the District will attempt to make every reasonable effort to avoid placing such employees in supervisor/subordinate situations. The District, however, reserves the right to transfer or reassign any employee to another position within the same classification in order to avoid conflicts with any provision of this policy.
- (b) Employees are prohibited from participating in, contributing to or recommending promotions, assignments, performance evaluations, transfers or other personnel decisions affecting an employee who is a relative or with whom they are involved in a personal or business relationship.
- (c) Whenever possible, trainers should not be assigned to train relatives. Trainers are prohibited from entering into or maintaining personal or business relationships with any member they are assigned to train until such time as the training has been successfully completed and, if an employee, off probation.
- (d) To avoid actual or perceived conflicts of interest, members of this district should refrain from developing or maintaining personal or financial relationships with victims, witnesses or other individuals during the course of or as a direct result of any official contact.
- (e) Except as required in the performance of official duties, or in the case of immediate relatives, employees should not develop or maintain personal or financial relationships with any individual they know or reasonably should know is under criminal investigation, is a convicted felon, parolee, fugitive, registered sex or arson offender, or who engages in serious violations of state or federal laws.

#### **1043.3.1 EMPLOYEE RESPONSIBILITY**

##### **Discretionary**

Prior to entering into any personal or business relationship, or other circumstance which the employee knows or reasonably should know could create a conflict of interest or other violation



# Superstition Fire & Medical District

## Policy Manual

### *Nepotism and Conflicting Relationships*

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of this policy, the employee should promptly notify his/her uninvolved, next highest level of supervisor.

Whenever any employee is placed in circumstances that would require the employee to take enforcement action or provide official information or services to any relative or individual with whom the employee is involved in a personal or business relationship, the employee should promptly notify his/her uninvolved, immediate supervisor. In the event that no uninvolved supervisor is immediately available, the employee should promptly notify dispatch to have another uninvolved employee either relieve the involved employee or, minimally, remain present to witness the action.

#### 1043.3.2 SUPERVISOR'S RESPONSIBILITY

##### **Discretionary**

Upon being notified of, or otherwise becoming aware of any circumstance that could result in or constitute an actual or potential violation of this policy, a supervisor should take all reasonable steps to promptly mitigate or avoid such violations whenever possible.

Supervisors should also promptly notify the Fire Chief of such actual or potential violations through the chain of command.

# Member Speech, Expression and Social Networking

## 1044.1 PURPOSE AND SCOPE

### Best Practice

This policy is intended to address issues associated with member use of social networking sites and to provide guidelines for the regulation and balancing of member speech and expression with the needs of the District.

Nothing in this policy is intended to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor or other applicable laws. For example, this policy does not limit an employee from speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit, about matters of public concern, such as misconduct or corruption.

Members are encouraged to consult with their supervisor regarding any questions arising from the application or potential application of this policy.

### 1044.1.1 APPLICABILITY

#### Best Practice

This policy applies to all forms of communication including, but not limited to, film, video, print media, public or private speech, and use of all Internet services, including the Web, email, file transfer, remote computer access, news services, social networking, social media, instant messaging, blogs, forums, video and other file-sharing sites.

## 1044.2 POLICY

### Federal

Public employees occupy a trusted position in the community, and thus, their statements have the potential to contravene the policies and performance of this district. Due to the nature of the work and influence associated with the fire profession, it is necessary that members of this district be subject to certain reasonable limitations on their speech and expression. To achieve its mission and efficiently provide service to the public, the Superstition Fire & Medical District will carefully balance the individual member's rights against the district's needs and interests when exercising a reasonable degree of control over its members' speech and expression.

## 1044.3 SAFETY

### Best Practice

Members should consider carefully the implications of their speech or any other form of expression when using the Internet. Speech and expression that may negatively affect the safety of the Superstition Fire & Medical District members, such as posting personal information in a public forum, can result in compromising a member's home address or family ties. Members should therefore not disseminate or post any information on any forum or medium that could reasonably

# Superstition Fire & Medical District

## Policy Manual

### *Member Speech, Expression and Social Networking*

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be anticipated to compromise the safety of any member, a member's family or associates. Examples of the type of information that could reasonably be expected to compromise safety include:

- Disclosing the address of a fellow firefighter.
- Otherwise disclosing where another firefighter can be located off-duty.

#### **1044.4 PROHIBITED SPEECH, EXPRESSION AND CONDUCT**

**Best Practice** **MODIFIED**

To meet the district's safety, performance and public-trust needs, the following is prohibited unless the speech is otherwise protected (for example, an employee speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit, on a matter of public concern):

- (a) Speech or expression made pursuant to an official duty that tends to compromise or damage the mission, function, reputation or professionalism of the Superstition Fire & Medical District or its members.
- (b) Speech or expression that, while not made pursuant to an official duty, is significantly linked to, or related to, the Superstition Fire & Medical District and tends to compromise or damage the mission, function, reputation or professionalism of the Superstition Fire & Medical District or its members. Examples may include:
  1. Statements that indicate disregard for the law of the state or U.S. Constitution.
  2. Expression that demonstrates support for criminal activity.
  3. Participating in sexually explicit photographs or videos for compensation or distribution.
- (c) Speech or expression that could reasonably be foreseen as having a negative impact on the credibility of the member as a witness. For example, posting statements or expressions to a website that glorify or endorse dishonesty, unlawful discrimination or illegal behavior.
- (d) Speech or expression of any form that could reasonably be foreseen as having a negative impact on the safety of the members of the District.
- (e) Speech or expression that is contrary to the canons of the Firefighters' Code of Ethics as adopted by the Superstition Fire & Medical District.
- (f) Use or disclosure, through whatever means, of any information, photograph, video or other recording obtained or accessible as a result of employment with the District for financial or personal gain, or any disclosure of such materials without the express authorization of the Fire Chief or the authorized designee.

Members must take reasonable and prompt action to remove any content, including content posted by others, that is in violation of this policy from any web page or website maintained by the member (e.g., social or personal website).

# Superstition Fire & Medical District

## Policy Manual

### *Member Speech, Expression and Social Networking*

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#### 1044.4.1 UNAUTHORIZED ENDORSEMENTS AND ADVERTISEMENTS

##### **Federal**

Although members are not restricted from engaging in the following activities as private citizens or as authorized members of a recognized bargaining unit, members may not represent the Superstition Fire & Medical District or identify themselves in any way that could be reasonably perceived as representing the Superstition Fire & Medical District in order to do any of the following, unless specifically authorized by the Fire Chief:

- (a) Endorse, support, oppose or contradict any political campaign or initiative
- (b) Endorse, support, oppose or contradict any social issue, cause or religion
- (c) Endorse, support or oppose any product, service, company or other commercial entity
- (d) Appear in any commercial, social or nonprofit publication or any motion picture, film, video, public broadcast or on any website

Additionally, when it can reasonably be construed that a member, acting in his/her individual capacity or through an outside group or organization (e.g., bargaining group), is affiliated with this district, the member shall give a specific disclaiming statement that any such speech or expression is not representative of the Superstition Fire & Medical District.

Members retain their right to vote as they choose, to support candidates of their choice and to express their opinions as private citizens, including as authorized members of a recognized bargaining unit, on political subjects and candidates at all times while off-duty. However, members may not use their official authority or influence to interfere with or affect the result of an election or a nomination for office. Members are also prohibited from directly or indirectly using their official authority to coerce, command or advise another member to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes (5 USC § 1502).

#### 1044.4.2 POLITICAL ACTIVITY

##### **State**

No member shall be prohibited from engaging in political activity, unless otherwise prohibited by law, in violation of district policy or any time a member is on-duty or in uniform.

Members shall not be coerced or required to engage in political activity.

#### 1044.5 PRIVACY EXPECTATION

##### **Best Practice**

Members forfeit any expectation of privacy with regard to emails, texts or anything published, shared, transmitted or maintained through file-sharing software or any Internet site that is accessed, transmitted, received or reviewed on any district technology system.

The District reserves the right to access, audit and disclose, for whatever reason, any message, including attachments, and any information accessed, transmitted, received or reviewed over any technology that is issued or maintained by the District, including the district email system, computer network or any information placed into storage on any district system or device. This includes

# Superstition Fire & Medical District

## Policy Manual

### *Member Speech, Expression and Social Networking*

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records of all keystrokes or Web-browsing history made at any district computer or over any district network. The fact that access to a database, service or website requires a username or password will not create an expectation of privacy if it is accessed through district computers, electronic devices or networks.

#### **1044.6 CONSIDERATIONS**

##### **Best Practice**

In determining whether to grant authorization of any speech or conduct that is prohibited under this policy, the factors that the Fire Chief or the authorized designee should consider include:

- (a) Whether the speech or conduct would negatively affect the efficiency of delivering public services.
- (b) Whether the speech or conduct would be contrary to the good order of the District or the efficiency or morale of its members.
- (c) Whether the speech or conduct would reflect unfavorably upon the District.
- (d) Whether the speech or conduct would negatively affect the member's appearance of impartiality in the performance of his/her duties.
- (e) Whether similar speech or conduct has been previously authorized.
- (f) Whether the speech or conduct may be protected and outweighs any interest of the District.

#### **1044.7 TRAINING**

##### **Best Practice**

Subject to available resources, the District should provide training regarding member speech and the use of social networking to firefighters and supervisors.

# Anti-Retaliation

## 1045.1 PURPOSE AND SCOPE

### Best Practice

This policy prohibits retaliation against members who identify workplace issues, such as fraud, waste, abuse of authority, gross mismanagement or any inappropriate conduct or practices, including violations that may pose a threat to the health, safety or well-being of members.

This policy does not prohibit actions taken for nondiscriminatory or non-retaliatory reasons, such as discipline for cause.

These guidelines are intended to supplement and not limit members' access to other applicable remedies. Nothing in this policy shall diminish the rights or remedies of a member pursuant to any applicable federal law, provision of the U.S. Constitution, law, ordinance or collective bargaining agreement.

## 1045.2 POLICY

### Best Practice

The Superstition Fire & Medical District has a zero tolerance for retaliation and is committed to taking reasonable steps to protect from retaliation members who, in good faith, engage in permitted behavior or who report or participate in the reporting or investigation of workplace issues. All complaints of retaliation will be taken seriously and will be promptly and appropriately investigated.

## 1045.3 RETALIATION PROHIBITED

### Federal

No member may retaliate against any person for engaging in lawful or otherwise permitted behavior; for opposing a practice believed to be unlawful, unethical, discriminatory or retaliatory; for reporting or making a complaint under this policy; or for participating in any investigation related to a complaint under this or any other policy.

Retaliation includes any adverse action or conduct, including, but not limited to:

- Refusing to hire or denying a promotion.
- Extending the probationary period.
- Unjustified reassignment of duties or change of work schedule.
- Real or implied threats or other forms of intimidation to dissuade the reporting of wrongdoing or filing of a complaint, or as a consequence of having reported or participated in protected activity.
- Taking unwarranted disciplinary action.
- Spreading rumors about the person filing the complaint or about the alleged wrongdoing.

## *Anti-Retaliation*

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- Shunning or unreasonably avoiding a person because he/she has engaged in protected activity.

### **1045.4 COMPLAINTS OF RETALIATION**

#### **Best Practice**

Any member who feels he/she has been retaliated against in violation of this policy should promptly report the matter to any supervisor, a command staff member, the Fire Chief or the District Administrative Services Director.

Members shall act in good faith, not engage in unwarranted reporting of trivial or minor deviations or transgressions, and make reasonable efforts to verify facts before making any complaint in order to avoid baseless allegations. Members shall not report or state an intention to report information or an allegation knowing it to be false or with willful or reckless disregard for the truth or falsity of the information, or otherwise act in bad faith.

Investigations are generally more effective when the identity of the reporting member is known, thereby allowing investigators to obtain additional information from the reporting member. However, complaints may be made anonymously. All reasonable efforts shall be made to protect the reporting member's identity. However, confidential information may be disclosed to the extent required by law or to the degree necessary to conduct an adequate investigation and make a determination regarding a complaint. In some situations, the investigative process may not be complete unless the source of the information and a statement by the member is part of the investigative process.

### **1045.5 SUPERVISOR RESPONSIBILITIES**

#### **Best Practice**

Supervisors are expected to remain familiar with this policy and ensure that members under their command are aware of its provisions.

The responsibilities of supervisors include, but are not limited to:

- (a) Ensuring complaints of retaliation are investigated as provided in the Personnel Complaints Policy.
- (b) Receiving all complaints in a fair and impartial manner.
- (c) Documenting the complaint and any steps taken to resolve the problem.
- (d) Acknowledging receipt of the complaint, notifying the Fire Chief via the chain of command and explaining to the member how the complaint will be handled.
- (e) Taking appropriate and reasonable steps to mitigate any further violations of this policy.
- (f) Monitoring the work environment to ensure that any member making a complaint is not subjected to further retaliation.
- (g) Periodically following up with the complainant to ensure that retaliation is not continuing.

# Superstition Fire & Medical District

## Policy Manual

### *Anti-Retaliation*

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- (h) Not interfering with or denying the right of a member to make any complaint.
- (i) Taking reasonable steps to accommodate requests for assignment or schedule changes made by a member who may be the target of retaliation if it would likely mitigate the potential for further violations of this policy.

#### **1045.6 COMMAND STAFF RESPONSIBILITIES**

##### **Best Practice**

The Fire Chief should communicate to all supervisors the prohibition against retaliation.

Command staff shall treat all complaints as serious matters and shall ensure that prompt actions take place, including, but not limited to:

- (a) Communicating to all members the prohibition against retaliation.
- (b) Reviewing complaint investigations in a timely manner.
- (c) Taking steps toward remediation of any inappropriate conduct or condition and instituting measures to eliminate or minimize the likelihood of recurrence.
- (d) Communicating the outcome to the complainant in a timely manner.

#### **1045.7 WHISTLE-BLOWING**

##### **State**

Arizona law protects members from retaliation for disclosing information to the appropriate person or entity when the member has a reasonable belief that this district is violating or will violate the state Constitution or state law, or is engaging in abuse of authority or gross waste of monies (ARS § 23-1501; ARS § 38-532).

Members who believe they have been the subject of retaliation for engaging in such protected behaviors should promptly report it to a supervisor. Supervisors should refer the complaint to the Fire Chief or the authorized designee through the appropriate supervisory chain of command for investigation pursuant to the Personnel Complaints Policy.

#### **1045.8 RECORDS RETENTION AND RELEASE**

##### **Best Practice**

The Custodian of Records shall ensure that documentation of investigations is maintained in accordance with the established records retention schedules.

#### **1045.9 TRAINING**

##### **Best Practice**

This policy should be reviewed with each new member.

All members should receive periodic refresher training on the requirements of this policy.



## Flag Display

### 1103.1 PURPOSE AND SCOPE

#### Federal

The purpose of this policy is to provide guidance to members of the Superstition Fire & Medical District regarding the proper display of the flags of both the United States and the State of Arizona.

### 1103.2 POLICY

#### Best Practice

It is the policy of the Superstition Fire & Medical District to display flags at district facilities in compliance with Arizona and federal laws.

### 1103.3 DISPLAYING THE FLAG OF THE UNITED STATES

#### Federal

Federal law providing for the use and the display of the U.S. flag is contained in Title 4 Chapter 1 of the United States Code, commonly referred to as the “Flag Code.” Members of this district will display the flag of the United States in accordance with the provisions of 4 USC § 1 through 4 USC § 10.

#### 1103.3.1 DISPLAY OF THE U.S. FLAG IN DAILY OPERATIONS

#### Federal

District members should consult the Flag Code for guidance whenever the flag of the United States is to be displayed in any manner. This is to ensure that the display is presented in accordance with the Flag Code and as follows:

- (a) The United States flag should be conspicuously posted on all district facilities during hours of operation.
- (b) It is the universal custom to display the flag only from sunrise to sunset on buildings and on a stationary flagstaff in the open. However, the flag may be displayed 24 hours a day if it is properly illuminated during the hours of darkness (4 USC § 6).
- (c) The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed (4 USC § 6).
- (d) The U.S. flag may only be flown at half-staff by Presidential or Gubernatorial decree, and on Memorial Day until noon (4 USC § 7).

Whenever the U.S. flag is displayed in conjunction with other flags or symbols it should occupy the “Place of Honor” (4 USC § 7).

### 1103.4 DISPLAY OF THE ARIZONA STATE FLAG

#### State

Members of the Superstition Fire & Medical District will display the Arizona State flag prominently and in the proper position of honor in accordance with the United States Flag Code.

# Superstition Fire & Medical District

## Policy Manual

### *Flag Display*

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#### 1103.4.1 DISPLAY OF THE ARIZONA FLAG IN DAILY OPERATIONS

##### **State**

District members should consult the Arizona Department of Administration (ADOA) for guidance whenever the flag is to be displayed in any manner to ensure that the display is presented appropriately. Displays of the flag should be consistent with the following protocol:

- (a) The flag should be conspicuously posted on all district facilities during hours of operation.
- (b) Generally, the flag should be displayed only from sunrise to sunset on buildings and on a stationary flagstaff in the open. However, the flag may be displayed 24 hours a day if it is properly illuminated during the hours of darkness.
- (c) The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed.
- (d) The flag shall be flown at half-staff whenever the flag of the United States is flown at half-staff, and may only be flown at half-staff at other times by order of the Governor of Arizona.
- (e) Whenever the flag is displayed in conjunction with the United States flag, the United States flag shall occupy the position of first honor (4 USC § 7). When the flag is displayed in conjunction with other flags or symbols, it should occupy the position of honor.

For flag display protocol subsequent to a line-of-duty death, see the Line-of-Duty Death Policy.

**Governing Board Meeting – July 17, 2019**

**Agenda Item: 12**

**BOD#: 2019-07-11**

**Agenda Item Title**

Reports

**Background / Discussion**

This item is for the fire chief and his staff to share information with the Board of items occurring within, or related to, the fire district. Any item shared is for information only. Upon request of the Board, any item shared during this agenda item may be moved to the agenda for future meetings. Board discussion, other than clarifying questions, cannot occur and no action, position, or direction may occur until the specific item is placed on the agenda.

- **Senior Leadership Team**
- **Labor**

**Recommended Motion:**

N/A



**Go to Item 13**

**Go to Agenda**

**Governing Board Meeting – July 17, 2019**

**Agenda Item: 13**

**BOD#: 2019-07-12**

**Agenda Item Title**

New Business / Future Agenda Items

**Submitted By**

Board of Directors

**Background/Discussion**

This item is used as a placeholder to discuss New Business / Future Agenda Items, the Board may want on a future agenda.

**Financial Impact**

N/A

**Enclosure(s)**

N/A

**Recommended Motion:**

N/A



**Go to Item 14**

**Go to Agenda**

**Governing Board Meeting – July 17, 2019**

**Agenda Item: 14**

**BOD#: 2019-07-n/a**

**Agenda Item Title**

Announcements

**Background / Discussion**

The BOD and staff may share and discuss items to be placed on future BOD agendas.

**Recommended Motion:**

N/A



**Go to Item 15**

**Go to Agenda**

Governing Board Meeting – July 17, 2019

Agenda Item: 15

BOD#: 2019-07-12

Agenda Item Title

Adjournment

Recommended Motion:

*“Motion to adjourn the Board meeting.”*



[Go to Agenda](#)

# Appendix A

## A. Board Meeting Minutes from June 19, 2019

### Submitted By

Board Secretary Sherry Mueller

### Background / Discussion

The board meeting minutes of the previous meeting(s) are provided for the BOD to approve. If the BOD would like to discuss the minutes, they may be removed from the consent agenda. After approval, minutes are signed by the Clerk of the Board and kept as the official public record.

### Financial Impact/Budget Line Item

N/A

### Enclosure(s)

June 19, 2019 Board Meeting Minutes





# Superstition Fire & Medical District

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**Administration Office**  
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Apache Junction, AZ 85119  
Fax (480) 982-0183

**Regional Training Center**  
3700 East 16<sup>th</sup> Avenue  
Apache Junction, AZ 85119  
Fax (480) 982-3268

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Fax (480) 983-7443



## Governing Board Meeting Minutes

### June 19, 2019

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, JUNE 19, 2019. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

[THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 PM.](#)

#### A. Call to Order

Chairman House called the meeting to order at 5:30 PM.

#### B. Pledge of Allegiance

The Pledge of Allegiance led by Chairman House.

#### C. Roll Call

Board Members in attendance were Chairman Todd House, Clerk Kathleen Chamberlain, Director Jason Moeller, Director Larry Strand and Director Jeff Cross.

Senior Leadership Team in attendance were Fire Chief Mike Farber, Assistant Chief Rick Ochs, Deputy Chief Jeff Cranmer and Finance Director Roger Wood. Administrative Services Director Anna Butel and Assistant Chief Richard Mooney were not present.

Legal Counsel William Whittington (attended via conference call) and Board Secretary and HR Generalist Sherry Mueller attended.

#### 1. Review and approval of the May 2019 financial reports and bank reconciliations. (BOD #2019-06-01)

**Motion** by Director Strand to approve the May 2019 financial reports and bank reconciliations.

**Seconded** by Director Cross.

**Vote** 5 ayes, 0 nays, **MOTION PASSED.**

#### 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2019-06-02)

#### June Employee Service Anniversaries were recognized

##### 25 Years of Service:

- **Jeff Cranmer**, Deputy Chief
- **Mike Wolfe**, Engineer / Paramedic





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## 18 Years of Service:

- **Ryan Elowe**, Firefighter / EMT / TRT

## 13 Years of Service:

- **Alex Dupuis**, Captain / Paramedic
- **Bill Tavares**, Firefighter / Paramedic

## 12 Years of Service:

- **Brandon Blessum**, Engineer / EMT
- **Ryan Rodriguez**, Firefighter / Paramedic
- **Geof Shively**, Captain / Paramedic

### 3. **Call to the Public. (BOD #2019-06-N/A)**

None.

### 4. **Consideration and possible approval of all consent agenda items listed below (BOD #2019-06-03):**

- A. Board Meeting Minutes from May 15, 2019
- B. Delta Dental PPO Contract for FY2019/2020
- C. United Healthcare Medical Confirmation of Renewal for FY2019/2020
- D. Adoption of Resolution 2019-06-19-04 – Wells Fargo Credit Line for FY2019/2020
- E. Transfer Funds for the 6/30/2019 Debt Service Payments
- F. Approval of Combined Resolution affecting County Treasurer Transactions for FY2019/2020

**Motion** by Director Moeller to approve all consent agenda items.

**Seconded** by Director Cross and Director Strand.

**Vote** 5 ayes, 0 nays, **MOTION PASSED.**

### 5. **Discussion, consideration and possible action regarding the development of the Tentative Fiscal Year 2019/2020 Revenue and Expenditure Budget and adoption of Resolution 2019-06-19-03. (BOD #2019-06-04)**

Fire Chief Mike Farber discussed the Fiscal Year 2019/2020 Revenue and Expenditure Budget and outlined the basic components:

#### **Guiding Philosophies:**

- ❖ Personnel Development; Leadership, Education and Incident Command Skills
- ❖ Personnel Health & Safety; Cancer Prevention, Risk Reduction, Equipment Modification
- ❖ Technology Driven; Efficiency and Cost Effectiveness
- ❖ Capital Equipment; Quality Apparatus and Equipment



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## Guiding Principles:

- ❖ Being Innovative
- ❖ Being Data Driven
- ❖ Being Transparent

## Personnel Development:

- ❖ Battalion Chief Academy
- ❖ Captain's Quarterly Conferences
- ❖ Paramedic School
- ❖ Additional Fire Investigation Training
- ❖ Battalion Chief Testing
- ❖ Holiday Pay Incentive for Shift Personnel
- ❖ Civilian Market Adjustment
- ❖ Benefit Dollars increased to \$425 PPP
- ❖ Labor Relations Consulting (The Working Group)
- ❖ Fire Chief Search Contingency

## Personnel Health & Safety:

- ❖ Cancer Screening for all 94 suppression employees
- ❖ Nomex hoods
- ❖ SAFER Grant Participation
- ❖ Active Shooter Vests and Equipment (10 sets)

## Technology Driven:

- ❖ Annual Preplanner's Contract
- ❖ Heart Monitors
- ❖ Fire View Dashboard
- ❖ FARO ScanPlan 2D Mapping Device
- ❖ Dual Band Radios
- ❖ EPCRS, Servers, DFS/CYMA Service Updates
- ❖ G2 Upgrades
- ❖ TOPAZ Infrastructure Investment

Finance Director Roger Wood presented a high-level discussion of the Fiscal Year 2019/2020 Tentative Revenue and Expenditure Budget. This Budget will be finalized at the July 17, 2019 Board of Directors Meeting. Director Cross brought up the question about bulletproof vests and why we are only going to purchase a set of 10 vests for two units. The reasoning behind 10 vests is that they have a shelf life of only 5 years. There was discussion among the Board and Senior Leadership regarding purchasing enough vests for every unit. The Board Members agreed that we should purchase 40 vests for all 6 units and add the additional funding to the budget total.



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**Motion** by Director Strand to Adopt Resolution 2019-06-19-03 adopting a tentative budget in the amount of \$22,298,226.86 for the fiscal year beginning July 1, 2019 and ending on June 30, 2020 and giving notice to the public of the tentative budget, as well as a time and place for a public meeting to hear comments prior to final adoption of the budget as required by law. **Seconded** by Director Strand.

**Vote 5 ayes, 0 nays, MOTION PASSED.**

**6. Discussion and presentation of the following Policies Brought for review at the May 15, 2019 Board Meeting for final approval at the June 19, 2019 Board Meeting. (BOD #2019-06-05)**

- 1026 – Smoking and Tobacco Use
- 1027 – Drug and Alcohol Free Workplace
- 1028 – Personal Appearance Standards
- 1029 – Uniform Regulations
- 1030 – Badges
- 1031 – Identification Cards
- 1032 – Occupational Disease and Work Related Injury Reporting
- 1033 – Temporary Modified Duty Assignments
- 1034 – Release of HIPPA Protected Information
- 1035 – Return to Work
- 1037 – Line of Duty Death and Serious Injury Notification

**Motion** by Director Strand to approve policies Smoking and Tobacco Use, Drug and Alcohol Free Workplace, Personal Appearance Standards, Uniform Regulations, Badges, Identification Cards, Occupational Disease and Work Related Injury Reporting, Temporary Modified Duty Assignments, Release of HIPPA Protected Information, Return to Work and Line of Duty Death and Serious Injury Notification. **Seconded** by Director Cross.

**Vote 5 ayes, 0 nays, MOTION PASSED.**

**7. Discussion and presentation of the following Policies brought for review at the June 19, 2019 Board Meeting for final approval at the July 17, 2019 Board Meeting. (BOD #2019-06-06)**

- 1036 – Line-of-Duty-Death
- 1038 – Family Support Liaison
- 1039 – Funerals
- 1040 – Family and Medical

**NO MOTION**



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## 8. Reports (BOD #2019-06-07)

### Senior Leadership Team (SLT):

Fire Chief Mike Farber

- **Woodbury Fire**

- > Working with Incident Management Team
- > Radio Station Interview with Rich Nieto (IC)
- > Channel 3 and 5 Interview
- > Two Public Meetings with Community

### Daily:

- Morning Operations Meeting 06:00
- Command and General Staff Meeting 09:00
- Cooperators Meeting 10:00
- Public information Meeting 11:30
- Tactics and Strategy Meeting 17:00
- Planning Meeting for Next Day Operations 19:00

- **Banning Fireworks**

- Sales and Public use
- Effective Immediately through October 1st.
- City of AJ Fourth of July Show still scheduled to occur.

- **SFMD Family Announcements**

- Two employees have lost loved ones recently

- **Annexation Meeting with the City Manager. Future Annexations to Hwy 24.**

Assistant Chief of Operations Richard Mooney (Deputy Chief Cranmer Presenting)

- May 31st Field Fire
- June 2nd Strip Mall Fire
- Wildland Update
- White Wing Fire, May 30th (Tavares, Blackstone, A. Martinez)
- Bylass Fire, June 11th (Logsdon, Briones, McCollough)
- Woodbury Fire, June 18th (Tavares)
- Active Shooter Training (Pinal County)



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## Assistant Chief of Planning & Logistics Richard Ochs

- Mechanic Position – Return to a 4 day workweek
- New Pumper delivery – Hughes Sales
- MDRC new CAD implementation: (VersaTerm)
- Meeting with Pinal County Development Services Staff, Public Works Director and Emergency Mgt. regarding Plan Review.
- Growth & Development
- Dutch Bros Coffee
- Panda Express
- Mountain America Credit Union

## Administrative Services Director Anna Butel

- All personnel have completed their Open Enrollment

## Labor – Captain John Walka

- We will plan to implement *The Working Group* in August

## **9. New Business / Future Agenda Items. (BOD #2019-06-08)**

None.

## **10. Announcements (BOD #2019-06-N/A)**

Chairman House stated that he attended a Pinal County Supervisors meeting and publicly thanked the Type I Incident Management Team for the public information they provide and for helping to assure community members that they are safe from the Woodbury Fire.

## **11. Adjourn (BOD #2019-06-09)**

**Motion** by Director Strand at 6:36 PM to adjourn the meeting.

**Seconded** by Clerk Chamberlain.

**Vote** 5 ayes, 0 nays. **MOTION PASSED.**

### **Governing Board Approval:**

---

Board Clerk Kathleen Chamberlain

*Sherry Mueller*

## Appendix B

### B. IGA with the City of Mesa Fire and Medical Department, Regional Dispatch Center (MRDC)

#### Agenda Item Title

Intergovernmental Agreement (IGA) with the City of Mesa Fire and Medical Department, Regional Dispatch Center (MRDC).

#### Submitted By

Chief Ochs

#### Background/Discussion

This IGA is for Dispatch Services provided by the Mesa Fire Department. The SFMD (Previously AJFD) has contracted with the City of Mesa for dispatch services since 1996. Beginning July 1, 2019 the MRDC is implementing two additional user fees, in addition to dispatching fees. All three of these fees are reflected in **EXHIBIT C** attached.

#### Financial Impact(s)/Budget Line Item

Annual Maintenance Fee for twenty Mobile Computer Terminals

100-30-60340-08	\$18,948.00
150-30-60340-08	<u>\$ 6,723.00</u>
<b>Total</b>	<b>\$25,671.00</b>

Dispatch Services (\$28.06 per Incident; calculated at 9,702 annual Incidents)

100-30-61440-15	\$126,270.00
150-30-61440-15	<u>\$145,996.00</u>
<b>Total</b>	<b>\$272,266.00</b>

#### Enclosure(s)

EXHIBIT C

IGA



# EXHIBIT C

City of Mesa Fire and Medical Department  
Mesa Regional Dispatch Center Partners  
Equipment & Dispatch Cost Estimates  
Fiscal Year 2019/2020  
INTERGOVERNMENTAL AGREEMENT

## Superstition - Schedule A

### I. Dispatch Service Fee\*

	<u>**17/18 Dispatch Count</u>	<u>**17/18 Total</u>
19/20 - \$25.06/dispatch	9917	\$262,800.50

### II. CAD Modernization Fee\*

	<u>**17/18 Dispatch Count</u>	<u>**17/18 Total</u>
19/20 - \$3.00/dispatch	9917	\$29,751.00

Total Annual 17/18 Fee                      \$292,551.50

### III. General Maintenance Service Fee\*\*

	<u>\$ / Unit</u>	<u># Units</u>	<u>Annual Fee</u>
MCT Maintenance Fee	\$1,222.35	20	\$24,447.00

**\*\*\*Total General Maintenance Annual Service Fee \$24,447.00, billed quarterly = \$6,111.75**

\*Dispatch Service Fee and CAD Modernization Fee will be invoiced *monthly* based on the number of *actual* incidents dispatched the previous month.

\*\***NOTE** Numbers used above are from the previous fiscal year for budgeting purposes and will need to be forecast appropriately for the current fiscal year.

\*\*\*General Maintenance Service Fee will be billed in *quarterly installments*.

# INTERGOVERNMENTAL AGREEMENT FOR THE MESA FIRE AND MEDICAL DEPARTMENT REGIONAL DISPATCH SYSTEM

Contract # \_\_\_\_\_

This Intergovernmental Agreement (“Agreement”) is made and entered into this \_\_\_\_\_, 2019, by and between the City of Mesa (“Mesa”) and \_\_\_\_\_ (“Customer”). All participants listed in the attached Exhibit A will form the Mesa Fire and Medical Department Regional Dispatch System (the “System”). Within this Agreement, Mesa and Customer are sometimes individually referred to as “Party” and collectively referred to as “Parties”.

**WHEREAS**, agreements for mutual assistance and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions;

**WHEREAS**, it is the desire of the municipalities, governmental jurisdictions, agencies and fire districts participating in this Agreement, to work together for mutual benefit of the public, Customer’s community and all of the Customer’s personnel;

**WHEREAS**, Customer desires to participate in the Mesa Regional Dispatch System in order to more effectively provide emergency fire, medical and other services; and

**WHEREAS**, Mesa desires the participation of Customer to more effectively provide emergency fire, medical and other services.

## **PURPOSE**

This Agreement is to enhance the effectiveness of public safety through consistency in emergency dispatch of fire department resources throughout the region.

More specifically, the purpose of this Agreement is to define the dispatch service that will



be provided by the Mesa Fire and Medical Department (“MFMD”) to the Customer. The Mesa Regional Dispatch Center (“MRDC”) utilizes a Computer Aided Dispatch (“CAD”) and Global Positioning System (“GPS”) to process and dispatch requests for assistance To fire, medical and other non-police emergencies. The MRDC is a secondary Public Safety Answering Point (“PSAP”) for the metropolitan Phoenix region that can receive information from multiple primary PSAP locations within the region. Members choosing to be dispatched by the MFDC and have likewise chosen to participate in the separately agreed to Intergovernmental Agreement for the Regional Metropolitan Phoenix Fire Service Automatic Aid will comprise the System.

The objective of the System is to provide the most effective and efficient use of the resources of all participants in the Regional Metropolitan Phoenix Fire Service Automatic Aid Agreement (“Automatic Aid”). This objective is met by the automatic dispatch of the closest, most appropriate resources meeting the needs of requested emergency responses, regardless of jurisdictional boundaries.

## **AGREEMENT**

**NOW, THEREFORE,** in consideration of the mutual promises and covenants herein Contained, it is agreed by the Parties as follows:

### **1. DISPATCH SERVICES**

- A. Mesa agrees to provide dispatching services for Customer’s fire department apparatus, equipment and vehicles for emergency responses. Mesa shall dispatch in accordance with the policies, procedures, and specifications of Mesa’s CAD system. Customer agrees to adhere to said policies, procedures, and specifications. Customer also agrees, upon Mesa’s request, to send an appropriate representative to Mesa’s CommOps meetings for discussion of dispatch issues.
  
- B. Pursuant to this Agreement and as condition of participation, Customer is required to participate in Automatic Aid. If Customer is not a participant in Automatic Aid, then Customer is required to participate in Mesa’s Intergovernmental Agreement for Mutual Aid Response for Fire Protection and Other Emergency Services. Customer is required to comply with all requirements of the Automatic Aid or Mutual Aid agreement(s) to which it belongs as a condition precedent to participating in this Agreement.

- C. Pursuant to this Agreement and as a condition of acceptance, Customer agrees to conform to the Standard Operating Procedure Mesa Fire Department Volume 2, attached hereto as Exhibit B.

## **2. TECHNICAL SERVICES**

- A. The System utilizes a CAD system, which in turn utilizes standardized components consisting of Mobile Computer Terminals (“MCTs”), a station alerting package and direct network connections over dedicated circuits among each Customers’ fire stations and the MRDC. To facilitate dispatch, and as a condition of participation, Customer is required to provide all needed infrastructure, which must be compatible with the System.

- B. Mesa will provide a technical assessment of Customer’s initial and ongoing equipment needs. After the assessment, Customer will be responsible to provide all equipment deemed necessary for all of Customer’s stations, apparatus and vehicles. If Customer, for any reason, cannot provide for all the initial and ongoing needed equipment, the Customer cannot participate in this Agreement.

Further, if any future equipment needs are requested, a written request by Customer must be submitted. After receipt of request, Mesa will perform an assessment to determine equipment requirements. After the assessment is complete, Customer will be provided a written requirements document. Customer must provide all equipment deemed necessary before any services will be provided.

All equipment for initial and ongoing needs must meet the MFMD’s Technical Services specifications.

- C. Mesa will assist Customer with the installation of initial and any future equipment needs for Customer’s fire stations, apparatus or vehicles. Installation services will be billed on a Time and Materials cost structure. All new additions to Customer’s initial base equipment inventory will require a 180-day written notice prior to equipment being placed in service. Additionally, outside vendors approved by the Mesa Fire Technical Services Section may be utilized by either Mesa or Customer.

- D. Customer shall not, without the prior written consent of Mesa and the System hardware/software providers, copy or reproduce the hardware, software or firmware used within the System, in whole, or in part. Furthermore, Customer shall not make such items available to others without the same consent.
- E. Other communications equipment, including, but not limited to, apparatus radios, portable radios and system infrastructure, which may be necessary for Customer's deployed apparatus to function within the System, but not defined within this Agreement and not needed by Mesa to conduct dispatch, are the sole responsibility of the Customer. Customer is required to purchase and maintain such equipment to ensure interoperable communications conform to Standard Operating Procedure Mesa Fire Department, Volume 2.
- F. If Customer desires changes to be made to dispatch services, Customer shall request these changes in writing to Mesa. To be implemented, all changes must have the mutual consent of all governmental units impacted by the requested changes.
- G. Customer shall ensure that Public Safety Answering Points (PSAPs) continue to provide the ability for a one button transfer of E911 phone calls, including ANI/ALI.
- H. Customer shall provide all necessary ringdown lines between Mesa's Dispatch Center and Customer's PSAP(s).
- I. Customer shall follow radio operation guidelines and procedures as defined in MFMD's standard operating guidelines, unless other guidelines and procedures are mutually agreed upon.
- J. Mesa will allow Customer access to Mesa's Automatic Vehicle Location (AVL) feature.
- K. Mesa will allow Customer access to Mesa's Computer Aided Dispatch (CAD) System.
- L. Customer will connect their MCT systems using a dedicated VPN that is owned and operated by the Mesa. No external VPN's will be allowed to connect to Mesa's Computer Aided Dispatch (CAD) or supporting systems.
- M. Customer is responsible for ensuring that all hardware and software complies with requirements set forth by Mesa's Information Technology Department.

### **3. TOTAL CHARGES AND FEES**

- A. Member understands the System is based upon a one hundred percent (100%) cost recovery model and agrees to pay Mesa the following service fee structure as referenced in Exhibit C titled "Fees and Charges."
- i. An Initial Technology Expenses Service Fee for all costs for all initial installation for stations, apparatus and equipment needed to provide the dispatch service.
  - ii. An Additional Technology Expenses Service Fee for all costs for any additional (a) fire stations, (b) apparatus and (c) equipment added after initial purchase.
  - iii. A Monthly Dispatch Service Fee, which will be based on the budgeted costs to operate the MRDC and maintain GIS records. -This fee will be calculated and charged based on the number of incidents dispatched within each partner's geographic boundaries.
  - iv. A Specific Maintenance Service Fee for the maintenance and support associate with parts and materials for each specific piece of equipment in the Customer's inventory. This fee will be calculated on a per unit charge. Each customer will be charged based on the total number of units of equipment assigned to the Customer.
  - v. A CAD Modernization Service Fee to allow for the future development and implementation of an upgraded CAD operating system. This fee will be assessed per each incident dispatched within each partner's geographic boundaries.

### **4. BILLING**

- A. MFMD Technical Services Division will invoice Customer quarterly and MRDC will invoice customer monthly, both in accordance with the schedule included in Exhibit C of this Agreement. Exhibit C will be annually revised and will become effective on July 1.

- B. Mesa will advise Customer of the estimated total fees and charges for the coming fiscal year no later than December 1 of the previous fiscal year. Customer is responsible to verify its equipment counts and notify Mesa of any discrepancies in counts by December 31 of the previous fiscal year. Mesa will provide written notice to the Customer of the finalized total fees and charges by July 1.
- C. The Initial or Additional technology fees will be invoiced upon completion of the requested project.

**5. OTHER ITEMS**

- A. If Customer intends to expand its original geographical and/or jurisdictional boundaries, Customer is required to provide a 180-day written notice to MFMD to allow for programming changes to the CAD system.

It is understood that such an expansion may necessitate a new assessment as described herein (Section 2-Technical Services). Further, it is understood that an increase to the geographical and/or jurisdictional boundary may lead to an increase to the charges and fees described herein.

- B. Mesa agrees to install and maintain Customers' geographical databases necessary for processing dispatches. Customer is responsible to provide all geographical database information, including updates to the MFMD Technical Services section within one-hundred eighty (180) days of receipt.
- C. Dispatch equipment covered under this Agreement that is damaged or rendered unserviceable by Mesa through improper repair, or otherwise, shall be repaired/replaced at no cost to Customer.

Costs to replace and/or repair equipment that is damaged or rendered unserviceable due to the actions of any Customer shall be borne by Customer.

- D. Mesa agrees to provide management information reports to the Customer that are consistent with MFMD reporting.

- E. Any costs associated with utility company circuits, connections and monthly services, as a result of participation in this Agreement, shall be borne by Customer as necessary.
- F. It is agreed that in the event that this Agreement is discontinued, all devices and related equipment that was provided by Mesa and not originally purchased by Customer, shall be returned as the sole property of Mesa. Furthermore, Mesa will not be obligated to reimburse monies already collected under this Agreement.
- G. Compliance with the Immigration Reform and Control Act of 1986 ("IRCA") is required and Mesa and Customer will comply with IRCA. Each Party agrees to permit the other Party upon request to inspect personnel records to verify such compliance.

The Parties shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability, nor otherwise commit an unfair employment practice. The Parties will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability. Such action shall include, without limitation, the following: employment and adherence to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Parties additionally agree that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. The Parties further agree that this clause will be incorporated in all subcontracts and/or job-consultant agreements or subleases connected with this Agreement entered into by the Parties.

- H. No term or provision of this Agreement is intended to, or shall, create any right in any person firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

- I. No term or provision of this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.
  
- J. It is the responsibility of each Party to ensure that their employees are notified in accordance with the provisions of the Arizona Workers' Compensation Law, specifically, A.R.S. § 23-1022, or any amendment, thereto, and that all such notices as required by such laws shall be posted accordingly. Each Party grants consent to the other, the right to inspect the premises and workplace of the consenting Party to ensure compliance with the notice posting requirements. Consent is to be provided to the appropriate emergency services and/or risk management function of each Party.
  
- K. The Parties agree that other jurisdictions may join and be added to the System at the sole discretion of Mesa.
  
- L. Customer (as "Indemnitor") agrees to indemnify, defend, and hold harmless Mesa, its officers, agents, employees, elected and appointed officials, and volunteers ( "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys' fees, (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of Member, its officers, officials, agents, employees, or volunteers.

Mesa (as "Indemnitor") agrees to indemnify, defend, and hold harmless Customer (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys' fees, (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of Mesa, its officers, officials, agents, employees, or volunteers.

- M. The Parties understand that this Agreement supersedes any previous agreements, if any, to be part of the System.





**Fire Chief**

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**Print title**

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**Signature**

**Date**

**ATTEST:**

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**Mesa City Clerk**

**Date**

**APPROVED TO AS FORM:**

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**Mesa City Attorney**

**Date**

# EXHIBIT A

## CITY OF MESA FIRE DEPARTMENT REGIONAL DISPATCH SYSTEM MEMBER AGENCIES

(2019-2020)

1	Gilbert Fire and Rescue Department
2	Mesa Fire & Medical Department
3	Queen Creek Fire & Medical Department
4	Rio Verde Fire District
5	Superstition Fire & Medical District

# EXHIBIT B

Please call (480) 644-4894 , or email [Bridget.Zimmerman@mesaaz.gov](mailto:Bridget.Zimmerman@mesaaz.gov) to request “Mesa Regional Standard Operating Procedures”, also known as “Volume II”.

# EXHIBIT C

City of Mesa Fire and Medical Department  
Mesa Regional Dispatch Center Partners  
Equipment & Dispatch Cost Estimates  
Fiscal Year 2019/2020  
EXHIBIT A  
INTERGOVERNMENTAL AGREEMENT

## Schedule A (Shell Document)

**I. Dispatch Service Fee\***

	<u>**17/18 Dispatch Count</u>	<u>**17/18 Total</u>
19/20 - \$25.06/dispatch	dispatched	

**II. CAD Modernization Fee\***

	<u>**17/18 Dispatch Count</u>	<u>**17/18 Total</u>
19/20 - \$3.00/dispatch		

	<u>**Total Annual 17/18 Fee</u>	<u>**</u>
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**III. General Maintenance Annual Service Fee\*\***

	<u>\$ / Unit</u>	<u># Units</u>	<u>Annual Fee</u>
19/20 MCT Maintenance Fee	\$1,222.35		

\*\*\*Total General Maintenance Annual Service Fee  
\$, billed quarterly = \$

\*Dispatch Service Fee and CAD Modernization Fee will be invoiced *monthly* based on the number of *actual* incidents dispatched the previous month.

\*\***NOTE** Numbers used above are from the previous fiscal year for budgeting purposes and will need to be forecast appropriately for the current fiscal year.

\*\*\*General Maintenance Annual Service Fee will be billed in *quarterly installments*.

# EXHIBIT D

## Service Level Agreement (SLA)

### For Dispatch Partner Mobile Computer Terminal (MCT) Support

By

**Mesa Fire and Medical Department Technical Services Division (MFMD Tech Svcs)**

#### 1. Support Provided

- 1.1 MFMD Tech Svcs will install a baseline configuration of software for Dispatch Partner MCTs. This includes operating system, network connectivity software, Computer Aided Dispatch (CAD) client, and security applications. This service will be referred to as “imaging”. Dispatch Partners will not have administrative rights on MCTs and any additional software must be approved and installed by MFMD Tech Svcs. Because a standardized image will be kept between MFMD and all Dispatch Partners, approvals will be limited.
- 1.2 MFMD Tech Svcs will maintain back end infrastructure and accounts that ensure Dispatch Partner MCTs can connect to the CAD system. This includes NetMotion and FDMOBILE domain administration. This does not include 3<sup>rd</sup> party networks system traffic may traverse, e.g. commercial cellular networks, although MFMD Tech Svcs may work with these providers to try to ensure operation of or improve the overall system. Any usage of a network path from the endpoint (MCT) to the rest of the system, even if not explicitly maintained by MFMD Tech Svcs, must be approved by MFMD Tech Svcs.
- 1.3 MFMD Tech Svcs will provide periodic over the air (OTA) updates to Dispatch Partner MCTs. These updates include updates to the CAD client map, security updates, Windows updates, and updates to any other installed software deemed necessary by MFMD Tech Svcs. Dispatch Partners will be notified in advance if any action will be required on their part.
- 1.4 MFMD Tech Svcs will provide technical support for MCTs to Dispatch Partner Liaisons, as laid out in section 2.2, during business hours via the most effective and efficient method deemed appropriate to include phone, email, and in-person support. Dispatch Partner Liaisons may contact MFMD Tech Svcs at [fdcomputerservices@mesaaz.gov](mailto:fdcomputerservices@mesaaz.gov) or via a phone number to be provided at a later time. Dispatch Partner Liaisons should swap individual problem MCTs (after initial troubleshooting) and notify MFMD Tech Svcs by emailing a provided form. Business hours are Monday through Thursday 0700 hrs. to 1700 hrs. After hours, problem MCTs should be swapped with spare by Dispatch Partner Liaisons. System wide issues should be reported to the Mesa Regional Dispatch Center.
- 1.5 Arrangements will be made the next business day to exchange any problem MCTs that were swapped by Dispatch Partner Liaisons for transport to MFMD Tech Svcs offices for diagnosis and troubleshooting. Software issues will be resolved or MCTs will be reimaged and arrangements

will be once again made to get repaired MCTs back to Dispatch Partners. If a problem is deemed to be a hardware issue, MFMD Tech Svcs will make note of the issue and return the device to the Dispatch Partner. Any hardware warranty replacements or out of warranty repairs will be the responsibility of Dispatch Partners. Once hardware repairs have been made, MCTs will need to be returned to MFMD Tech Svcs to verify they are ready to return to field use.

## **2. Partner Responsibilities**

- 2.1 Dispatch Partners will provide MCT hardware. Hardware must be approved by MFMD Tech Svcs, including brand, model, and any other specifications.
- 2.2 Dispatch Partners will provide Technical Support Liaisons to act as the intermediary between MFMD Tech Svcs personnel and Dispatch Partner crews. These Technical Support Liaisons will field initial troubleshooting and swap MCTs with spares if needed. Crews should not be contacting MFMD Tech Svcs directly and should always work through their agency's Technical Support Liaisons. MFMD Tech Svcs will provide training documents to Technical Support Liaisons to assist in their initial troubleshooting and contact information in case an issue needs to be escalated to MFMD Tech Svcs.
- 2.3 Dispatch Partners will provide a number of MCTs as spares to be used in cases where an MCT is deemed inoperable after troubleshooting. The number of spares should be a minimum of 10% of the total MCTs in use by that Dispatch Partner, to be no less than 1. Spare MCTs should be staged in a way that makes it easy for Technical Support Liaisons to swap inoperable MCTs if deemed necessary.
- 2.4 Dispatch Partners are responsible for providing and managing, including billing, cellular data service to MCTs. This includes internal aircards or external routers, such as Cradlepoint devices. Dispatch Partners must have carrier and device approval from MFMD Tech Svcs to ensure compatibility with the system. External routers must have certain configuration settings to be compatible with the system. MFMD Tech Svcs is not responsible for external cellular devices.
- 2.5 MFMD Tech Svcs will rely on the Dispatch Partner Technical Liaisons to disseminate any information deemed necessary or helpful to that Dispatch Partner's crews. This may include information regarding system outages, updates, or training materials.