MEMORANDUM OF UNDERSTANDING

July 20, 2022 – July 19, 2023

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

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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, benefits, 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

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 appeal 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 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, for the purpose of this MOU, shall be comprised of the Fire Chief, Operations Chief, Support Services Chief, Finance Director, Administrative Services Director, and Transportation Services 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 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 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 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) employees. The first board member shall be selected by the Employee Organization representative. 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. Alternates will be designated for standing Disciplinary Review Board members. 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 an Employee Organization and have

the right to refrain from such activity. Employees shall be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against 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 their designee, shall immediately notify the Chapter 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. 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.

3. 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.

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

    Step 1

    The grievant shall reduce their grievance to writing by signing and completing all parts of the grievance form provided by the Human Resource department, and submit it to their Battalion Chief within ten (10) calendar days of the initial commencement of the occurrence being grieved. (The grievance will be forwarded by the Battalion Chief, through their Chain of Command, to the Fire Chief for informational purposes). Either party (grievant or Battalion Chief) 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 their 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 ten (10) 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 their 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 ten (10) 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 their 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 Chapter 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 their 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 their designated representative.

5. 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 Group" or "Correlating Committee" shall refer to the Employee Organization's 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 President.

2. There shall be a Labor and Management Group consisting of six (6) representatives of the Employee Organization (Chapter President and five (5) 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 once a 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.

4. 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
b. Deployment/Staffing
c. Apparatus
d. Safety
e. Uniform
f. Facilities
g. Policy
h. Wildland
i. Training
j. Grants
k. EMS

Section 2.4: Labor Management Committee Process

The process:

1. The Committee makes a recommendation or identifies an issue. The Committee Co-Chair moves the recommendation to the Correlating Committee.
2. The Correlating Committee evaluates the recommendation and shall either approve, disapprove, or refer the recommendation back to the Committee or up to the Steering Committee.
3. The Steering Committee shall approve, disapprove, or refer the recommendation back to the Correlating Committee who shall approve, disapprove, or refer the recommendation back to the applicable 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

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 will make every reasonable effort, in a balanced approach, to increase the staffing of units consistent with the standards of the Regional Automatic Aid System.

1. 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 until deemed qualified by the organization.

2. 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.
3. A maximum of two (2) companies (Engine) may reduce to three (3) personnel when; a total of six (6) companies are in service.
4. Short-term vacancies on a 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.
5. 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 annually performs a wage and benefit analysis for all Unit Member classifications. Both the District and the Employee Organization recognize that maintaining market competitiveness is of mutual benefit. The Departments and Districts utilized in the market analysis are, but not limited to Mesa, Chandler, Gilbert, Scottsdale, Northwest Fire District, Golder Ranch Fire District, Daisy Mountain, and Arizona Fire and Medical Authority.

Effective July 1, 2022 all Unit Members shall receive a 2% wage increase.

Section 3.3: Acting (Out-of-Class) and Temporary Promotion

A Unit Member who meets the following criteria is entitled to a 5% increase in pay. Acting out of class and temporary promotions are based upon the employee's current rank. Only if the employee is promoted will a change in step and grade occur.

1. When a Unit Member works out-of-class for ten (10) or more consecutive shifts, the employee's base pay rate shall increase by 5% for the duration of the acting assignment. This adjustment shall be retroactive to the first shift of the assignment.

2. An Unit Member 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 within the calculated six (6) month period.

3. If a vacancy is expected to extend beyond 10 shifts, 30 days, or to meet a particular need, the Fire Chief or their designee may temporarily promote an employee. This adjustment shall be retroactive to the first day of the assignment and remain for the duration of the assignment.

Section 3.4: Incentive Pay

1. Paramedic (F/T Public Safety Only) – $7,500 (on top of base salary)
2. Technical Rescue Team (TRT) Incentive – $3,250 (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. Members may receive only one (1) Educational Incentive)
    a. Certificate of Completion: $600 (on top of base salary) *Members receiving Educational Incentives for a Certificate of Completion, as of November 2021, will continue to receive that incentive. Future members will not receive this incentive.
    b. Associate's Degree: $1,200 (on top of base salary)
    c. Bachelor's Degree (or higher): $1,800 (on top of base salary)

Section 3.5: Special Leaves

Employee Leaves will be administered and managed in accordance with District policy.

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 workweek 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.

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.
3. Suppression Unit Members assigned to a 24-hour shift will utilize an FLSA 18-day work period. FLSA calculations are based on actual hours worked.
4. For purposes of overtime (excluding FLSA pay) sick and vacation leave usage will count as hours worked.

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 a Unit Member for overtime compensation. All Work Trades are subject to the approval of the Operations Chief or their 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 due to an organizational need or assignment, 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. Unit Members assigned to forty (40) hour positions shall remain eligible for assignment pay (i.e., Paramedic, TRT, etc.).
4. 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.

5. Overtime will be distributed in accordance with TeleStaff algorithms. Exception: Wildland deployments, Wildland 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 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 eleven (11) District recognized holidays. The District recognizes the following eleven (11) holiday days per year:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Cesar Chavez Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. 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).

	40-Hour Employees		56-Hour Shift Employees	
Years of Service	**Hours Per Pay Period**	**Days Per Year**	**Hours Per Pay Period**	**Days Per Year**
0 and 1	4.35	11.32	8.02	8.69
2	4.80	12.49	8.40	9.10
3	5.24	13.64	8.77	9.50
4	5.69	14.81	9.14	9.91
5	6.13	15.95	9.52	10.32
6	6.56	17.07	9.89	10.72
7	7.00	18.21	10.27	11.13
8	7.44	19.36	10.64	11.53
9	7.90	20.55	11.01	11.93
10	8.34	21.70	11.39	12.34
11+	8.78	22.84	11.79	12.78

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. All 40-hour Unit Members will accrue sick leave at a rate of 4.64 hours per pay period.
3. 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, 320 hours for 40-hour Unit Members, to be calculated at the Unit Member's current hourly rate as of the end of the fiscal year in June.
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 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 the middle of June 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 District policy

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 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, a 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: 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 5.7: 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. A 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 5.8: 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 5.9: 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 5.10: Tuition Reimbursement

1. Tuition reimbursement shall not exceed $7,800 annually, per Unit Member, in accordance with District policy.

Section 5.11: 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 5.12: 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.
4. Unit Members who have received corrective action may request removal of the corrective action from their personnel file, if after one (1) year, the Unit Member received no further corrective or 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 ($493) 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 for suppression personnel.
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 President of the Superstition Chapter of UMFF Local 2260 to open the MOU.

    b. The Fire Chief shall notify the Chapter 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 days' 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: Reduction of Workforce- 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 (vacation) shall be paid to the employee on the next regularly scheduled payday.

2. In the event of layoff, the Unit Member's vacation 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. A Unit Member, separated through termination/layoff, may elect to withdraw, rollover, or receive monies from their 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/Re-employment

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 a Unit Member chooses to remove their 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 a 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 20, 2022 until July 19, 2023, 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 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. 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 President. To not do so will be considered a violation and breach of this MOU.

9. 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 20th day of July 2022;

Superstition Fire & Medical District:

Kathleen Chamberlain, Board Chair

Jeff Cross, Board Clerk

Todd House, Board Director

Shawn Kurian, Board Director

Jason Moeller, Board Director

Fire Chief:

John Whitney IV, Fire Chief

IAFF, United Mesa Firefighters, Local 2260:

John Walka, Chapter President

2022-2023 SFMD MOU Development Team

Fire Chief John Whitney IV
Assistant Chief Richard Mooney
Assistant Chief Brian Read
Administrative Services Director Anna Butel
Transportation Services Director Billy Warren
Finance Director Roger Wood

Chapter President John Walka
Operations: Ryan Ledbetter
Organizational Development: Dan Elliott
Training: Lance Frawley
Benefits: Zach Leon
Charities: Matt Leon

Attached:

MEET AND CONFER RESOLUTION 2009-02

AMENDMENT TO
RESOLUTION 2009-02
A RESOLUTION INSTITUTING THE MEET AND CONFER PROCESS
Superstition Fire & Medical District Medical

AN AMENDMENT TO RESOLUTION 2009-02, INSTITUTING THE MEET AND CONFER PROCESS FOR THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AND THE EMPLOYEES WHO PROUDLY SERVE THE FIRE DISTRICT.

SECTION 1 – FINDINGS AND PURPOSE

1. **WHEREAS**, the members of the community served by the Superstition Fire & Medical District have a fundamental interest in the development of harmonious and cooperative relations between elected fire district officials, administrators, and the employees of the Superstition Fire & Medical District; and
2. **WHEREAS**, the Superstition Fire & Medical District recognizes the fundamental rights of public employees to organize into associations; and
3. **WHEREAS**, the Superstition Fire & Medical District recognizes that engagement in the principles and procedures of full communication between public employers and public employees can alleviate various forms of strife and unrest; and
4. **WHEREAS**, strikes, work stoppages, slow downs, employer lockouts, and other concerted efforts designed to disrupt Fire District services are contrary to the public good and are strictly prohibited.
5. **THEREFORE**, the Governing Board of the Superstition Fire & Medical District hereby resolves that it is the purpose of this resolution to:
    A. Obligate the elected Fire District officials, administrators, district employees and their representatives, acting within the framework of the law, to enter into discussions with affirmative willingness to resolve issues and disputes relating working conditions, wages, benefits, and hours of work.

    B. Promote harmonious employer-employee relations by providing a uniform basis for recognizing the right of public employees to join, or refrain from joining, organizations of their own choice and to be represented by such organizations in their dealings with the Fire District in accordance with the provisions of this policy.
6. The result of agreements regarding wages, hours, benefits, and working conditions, between the employer and its employees will be drafted into a written Memorandum of Understanding (MOU) that will be in place for a period to be determined by mutual agreement. Such MOU shall become effective upon approval by the Governing Board.

SECTION 2 – EMPLOYEE ORGANIZATIONS

1. The agreements between the Superstition Fire & Medical District and any recognized employee organization will be drafted into a written MOU, signed by the authorized representatives of the employee organization or organizations, and authorized representatives from the Superstition Fire & Medical District.
2. Authorized representation by an employee group shall be determined by a majority vote of the employees of the group and a list of the employees of the group shall be submitted to the Superstition Fire & Medical District.
3. Designated employee organizations shall have the right to bi-weekly dues deductions via the Superstition Fire &

Medical District payroll system for employees who authorize the deductions via the proper SFMD payroll deduction form or process.

SECTION 3 – MEETING AND CONFERRING

1. The designated employee organizations may submit a written proposal to the Superstition Fire & Medical District, through the Fire Chief for the purpose of meet and confer by a mutually agreed upon date.

    A. The Meet and Confer process covers wages, hours, benefits, and working conditions, which may include: salary or wage rates or other forms of direct monetary compensation; policy issues related to wages, hours, benefits, and working conditions; time off (paid and unpaid leaves); insurance benefits; total hours required of an employee on each workday or workweek, including overtime, call-in or call-back time; health and safety; training; personnel records review; process for employees discipline and grievance; meet and confer procedure; and rights of the employee group.

    B. Individual personnel cases of hiring, promotion, or transfer of employees, the type of discipline, or the grounds for promotion, discharge, suspension, or discipline will not be part of the meet and confer negotiations. Personnel policy issues as stated in section 1A are subject to the Meet and Confer negotiations.

2. Upon receiving a proposal, or a request to meet and confer from recognized employee organization(s), within a mutually agreed upon timeframe, the Fire Chief and representatives of the recognized employee organization(s) shall begin 'meeting and conferring' at mutually agreed upon locations and times. The purpose of the meetings are to develop a written Memorandum of Understanding (MOU) relating to working conditions, wages, benefits, and hours as defined in section 1A. Meeting ground rules shall be initially presented by the SFMD Fire Chief, and upon agreement by both parties shall be adhered to while meeting and conferring. The groups will continue meeting and conferring in good faith until no other action or movement is occurring. Both parties to the meeting and conferring may discuss the status/progress with their decision making body to receive direction on the unresolved items. Either party can declare an impasse when no further movement is agreeable to either party.

3. Any areas which were not agreed upon shall be outlined as areas in dispute and shall be subject to mediation.

4. A list of three (3) mediators will be requested from the Federal Mediation and Conciliation Services or the American Arbitration Association, with each party to the meet and confer process eliminating one name. The remaining mediator will be used. The Fire Chief, employee organization representatives, and the mediator will meet as necessary to reach an agreement.

    A. The cost of the mediator will be shared equally by the Fire District and the designated labor organization.

5. If an agreement still cannot be reached after having the assistance of a mediator, the Superstition Fire & Medical District Board will have the final decision on the area(s) in dispute.

6. All areas of agreement, as well as those in dispute and still under consideration, and the recommendations of the Federal Mediator, shall be submitted to the Chairman of the Fire District Board, and the Fire Board for their evaluation on, or before the April governing board meeting, in order to fulfill the 20-day posting requirements of the proposed budget, and to ensure the approved budget is submitted to Pinal and Maricopa Counties on time.

7. The designated labor organization representative and the Chairman of the Fire District Board shall initial all areas of agreement. The recognized labor organization agrees to accept the final decision of the SFMD Governing Board, on the areas still in dispute; however, the recognized labor organization representative will not be obligated to initial areas not agreed to. The areas of agreement, including the Fire District Board's final vote on areas of dispute, shall constitute the Memorandum of Understanding for the defined period.

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT FULLY SUPPORTS RESOLUTION 2009-02, WITH THE STATED AMENDMENT A RESOLUTION AND AMENDMENT INSTITUTING THE MEET AND CONFER PROCESS.

PASSED AND ADOPTED THIS SIXTEENTH DAY OF AUGUST 2017, BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Jeff Cross, Board Chairman

Gene Gehrt, Board Clerk

Jason Moeller, Board Director

Larry Strand, Board Director

Todd House, Board Director