



**MEMORANDUM OF UNDERSTANDING**

**Between the**

**GOLDER RANCH FIRE DISTRICT**

**And the**

**NORTH TUCSON FIREFIGHTERS ASSOCIATION**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 3832**

**July 1, 2019 through June 30, 2020**

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GOLDER RANCH FIRE DISTRICT

and the

NORTH TUCSON FIREFIGHTERS ASSOCIATION

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 3832

This Memorandum of Understanding made and entered into on July 1, 2019, by and between, the Golder Ranch Fire District, hereinafter referred to as the "District" and the North Tucson Firefighters Association, International Association of Fire Fighters Local 3832, hereinafter referred to as the "Union", the District and Union recognize all members of the Golder Ranch Fire District as outlined in Resolution 2014-0004 and herein referred to as "employees," are governed by this Understanding.

Whereas, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them to promote harmony and efficiency to the end that the District, Union, and the general public may benefit there from, and to establish fair and equitable wages, hours, and working conditions for certain hereinafter designated employees of the District.

## ARTICLE 1: RECOGNITION

Pursuant to the Golder Ranch Fire District Resolution 2014 -0004 the District recognizes the North Tucson Fire Fighters Association, Local 3832 as the representative of all members through the rank of Captains as outlined in the resolution.

### 1.1 Rights

Rights, privileges, and working conditions enjoyed by employees at the time this Memorandum of Understanding is formally adopted by Union and the District will remain in force for the term of this Understanding. It is the intent of this Article to encompass only those rights, privileges and working conditions subject to the meet and confer process that exist at the time of adoption. **It is not the intent of this Article to abridge any rights outlined in State Statute or District Policy.** Nor is it the intent of this Article to bar, during the term of this understanding, meeting and conferring between the District and Union on new issues that arise within the scope of representation.

### 1.2 District Rights

- a. It is the right of the District to determine the purpose of each of its departments, sections, bureaus and committees, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the District to direct its employees; take disciplinary action; suspend or relieve its employees from duty because of lack of work or for other legitimate reasons; determine whether goods or services shall be made, purchased, or contracted for; and determine the methods, means and personnel by which the employer's operations are to be conducted. The Fire Chief shall inform the District's employees, or authorized representatives of employee organizations, about the direct consequences that decisions on these matters may have on wages, hours, benefits, and working conditions. The District has the right to take all necessary actions to maintain uninterrupted service to the community.
- b. The Union 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 manner in which the District's activities are conducted, managed, and administered. The Union recognizes the exclusive right of the Fire Chief to establish and maintain departmental rules and procedures for the administration of the District during the term of this MOU provided that they do not violate any of the specific express provisions of this MOU.
- c. The District and the Fire Chief have the exclusive right and authority to schedule work and/or overtime work based on operational needs of the District.
- d. It is understood by the parties that every incidental duty connected with operations

grievance because the party participated in an orderly manner in the grievance procedure.

4. Failure of the grievant to adhere to the time deadlines shall mean the grievance is withdrawn. The grievant and Fire Chief may extend any time deadlines by mutual understanding.
5. Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular workday of the participants. If any grievance meetings or hearings must be scheduled during duty hours, any unit member required by either party to participate as a witness or grievant shall be released from regular duties without loss of pay for a reasonable amount of time. Overtime is not provided for off-duty time except for witnesses required to testify by the Fire Chief.
6. The Fire Chief and Union may agree to consolidate grievances at any level.

**B. Procedure.**

1. Grievance procedures will follow current District Policy 1206.

## **ARTICLE 2: UNION SECURITY**

### **2.1 Gender**

Whenever any words used herein in the masculine, feminine or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply.

### **2.2 Use of District Facilities**

The Union shall be allowed use of space on available Fire District bulletin boards located in the firefighter's office for communications having to do with official organization business, provided such use does not interfere with the needs of the Fire District. District buildings and facilities may be made available for use by the Union or its representatives.

- A. Use of facilities and buildings will follow current district policy and procedure.

### **2.3 Union Access**

The District agrees to grant official representatives of the Union access to discuss employer-employee relations or grievances arising under the terms and conditions of this understanding during working hours.

2.7.4 Authorization for use of the Union Leave Bank: Union Leave Bank may be utilized for scheduled work absences contingent upon the following:

1. Absence is for a union authorized event or purpose
2. Use of Union Leave Bank for absence has prior written approval of an authorized union official
3. Sufficient balance exists in Union Leave Bank to reimburse the District for the absence at applicable regular and overtime coverage
4. Absence is approved in writing by the Fire Chief

Approval for use of the leave will be denied if there are insufficient hours in the Union Leave Bank to pay for the coverage of shifts during the proposed absence or operational readiness is affected.

2.7.5 Disclaimer of Liability: The District assumes no responsibility for how the leave time is used. Time spent on Union Leave is not considered time worked for purposes of worker's compensation or any other purpose and the Union shall indemnify and defend the District for any claim that arises in whole or part from the activities of employees utilizing such leave.

2.7.6 Overtime: Time spent on Union Leave is counted as time worked for purposes of calculating District or FLSA overtime. Time spent by employees covering for those on Union Leave is counted as time worked for purposes of overtime. Nothing in this section shall supersede the Fire Chief's duty to maintain management control over shifts to ensure that the daily operation of the Fire Department and emergency situations are adequately covered.

### **ARTICLE 3: DAYS AND HOURS OF WORK**

#### **3.1 Hours Worked**

FORMULA USED TO CALCULATE TOTAL HOURS:

A suppression employee working our 3-platoon schedule will work a minimum of 2756 hours of straight time and 156 hours of scheduled overtime (156 hours x 1.5 (OT Rate) = 234 hours). The hourly rate calculation is as follows: add 2756 (straight time) and the 234(scheduled overtime) hours to establish the divisor (2990) for

Example:

$$\$40,000/2990 = \$13.38/\text{hour}$$

Overtime shall be granted, worked, documented, and compensated under this understanding. It is agreed there will be no change regarding current practice for overtime except as provided in this Understanding.

### 3.5.1 Calculating Regular District Overtime:

For purposes of calculating overtime all sick leave, PTO, CTO, and industrial time off will be counted in calculating overtime under the District's policy.

### 3.6 **Emergency Call Back**

Emergency call back is defined as beginning when an employee is called back to duty, while not on duty, for purposes of responding to an emergency or providing backup for personnel responding to an emergency and ending when the employee is released from duty (e.g. the scene or the station). The minimum compensation for emergency call back is two (2) hours. The two (2) hour minimum includes travel time.

### 3.7 **Modified Work Schedule**

When an employee who regularly works a fifty-six (56) hour work week is assigned to a forty (40) hour work week, all leave banks and accrual rates shall remain at the fifty-six (56) hour level.

#### 3.7.1 Modified Work Schedule for Non-Industrial Injury/Illness in Lieu Of Sick Leave

If an employee suffers an injury or illness that prevents the employee from performing the essential functions of his or her job, with or without reasonable accommodation, and does not wish to use sick leave for the recuperation period, the employee may be assigned to a forty (40) hour duty week at the discretion of the Fire Chief, or designee based upon District need and work availability, at his/her request without loss or modification of any rights, benefits, salary, accrual rates, or other total compensation items covered in this MOU or other District policy relating to District shift personnel.

#### 3.7.2 Modified Work Schedule for Industrial Injury/Illness

The District, at its option, may assign an employee suffering from an industrial injury or illness from a fifty-six (56) hour week to a forty (40) hour week at the discretion of the Fire Chief, or designee. This determination shall accommodate the physical or mental limitation(s) and restriction(s) placed upon the employee by a medical provider, balanced with the needs of District, as determined by the Fire Chief. Disabled employees shall be accommodated in accordance with the law. Employees so assigned will not lose any rights, benefits, salary, or other total compensation items covered in this MOU or other District policy relating to shift personnel.

#### **6.4 Sick Leave/Industrial Disability Retirement**

Disability retirement shall be in accordance with PSPRS, District Policies and State Statute.

#### **6.5 Workers Compensation**

The District will cover workers compensation at no charge to the employee's sick leave in accordance with current policy. Employees will be required to return to "light duty" assignments as determined by District Physician. Once assigned to light duty employee will utilize the appropriate leave bank when unable to report to light duty assignment unless absence is tied to the original workman's compensation claim.

#### **6.6 Catastrophic Leave**

The District will maintain a Catastrophic Leave program as outlined in District Policy 1620.

#### **6.7 Donated Leave**

The District will maintain a Donated Leave program as outlined in District Policy 1619.

#### **6.8 Military Leave**

The District will maintain a Military Leave program as outlined in District Policy 1617.

### **ARTICLE 7: UNIFORMS**

#### **7.1 Uniform Allowance**

The District shall continue to provide Uniform Allowance pay according to current District Policy 1623.

### **ARTICLE 8: INSURANCE PLAN**

The following is a brief summary of insurance benefits. To the extent that the insurance programs detailed below continue to be available, The District will continue to offer these programs. Employees should refer to the plan documents for a complete description of benefits, coverage and limitations. If, during the term of this understanding, a change in insurance plans or coverage is necessary, the District shall provide notice thirty (30) days in advance, and, upon request, meet with representatives of Union.

#### **8.1 Dental Insurance**

The District pays 100% of the premium for dental insurance. The Employee may pay additional cost to upgrade the plan and for dependent coverage. (Higher plan coverage may be purchased by the employee at an additional cost.)

## **ARTICLE 10: ADDITIONAL RETIREMENT**

### **10.1 457 And 401-A**

The District will continue to offer payroll deduction and participation in the 457 and 401-A plans. The District will continue to match up to 7.65% of employee contribution to the 401-A for employees in the Deferred Retirement Option Program.

## **ARTICLE 11: SALARY**

### **11.1 Market Analysis**

The District and Union agree to do a "Market Analysis" of the Fire Departments listed in Exhibit A.

Additionally it is agreed that the Step and Grade Scale will be evaluated for competitiveness and that the mid-point salary of each position will be within 95% - 105% of the "Market Analysis" for FY 2019-2020.

### **11.2 Out Of Class Pay**

Members working above their current classification will be paid in accordance with current District policy.

## **ARTICLE 12: WELLNESS**

### **12.1 Physical Fitness Program**

The District will allow one hour of physical fitness training during the 0800-1700 duty day.

### **12.2 Health and Wellness**

The District will continue to participate in the current health and wellness program. Members working a 40 hour schedule will be allowed 3 hours Physical Training per week to be distributed evenly throughout the work week.

### **12.3 Tobacco Use**

The Union and District will continue non-tobacco use in accordance with current District Policy 1218.



- a. Four members shall represent labor and be appointed by NTFFA Local 3832.
- b. Four members shall represent management and be appointed by the Fire Chief.
- c. The Board Services Manager will take summary minutes of the meeting in effort to track information for the Committee.
- d. Members shall serve at the discretion of their respective appointing authority.
- e. Committee membership shall be voluntary and without compensation or other benefit.

Meetings:

1. Committee meetings shall be as frequent as agreed by mutual consent, but not less than once per calendar quarter.
2. The lead representative for either party may request a committee meeting, and shall provide a description of the items/issues requested for discussion and/or action.
3. Committee meetings shall be scheduled as soon as practically possible by mutual understanding of both parties.
4. Neither party shall arbitrarily refuse to meet within a reasonable time frame pursuant to a meeting request by the other party.
5. Meeting time and location shall be by mutual consent.

Authority:

The Committee shall have the following authority:

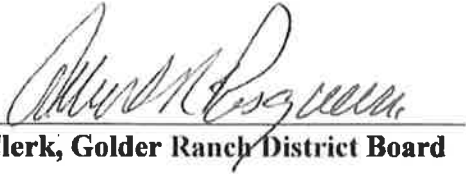
1. By unanimous understanding create, modify, suspend or rescind any department-level policy, procedure, guideline or practice within this MOU, any District policy, rule, or practice, or any in violation of any county, state, or federal law, regulation, or ruling. In accordance with the above, the parties may, by mutual understanding, propose to modify Exhibits attached to the MOU, with District approval.
2. No decision or action taken by this Committee shall result in any increased District fiscal liability except as authorized by the Fire Chief within existing District budget authority, or as authorized by the District Board through the normal budget process for future fiscal years.
3. The Leadership Committee shall discuss, among other things, the following topics: ***engine company staffing, position coverage, bid process for shift assignments, grievance procedure, out of class pay, policies and procedures, and standard operating guidelines.***



**President, IAFF L-3832, NTFFA**



**Vice-Chair, Golder Ranch District Board**



**Clerk, Golder Ranch District Board**