



MEMORANDUM OF UNDERSTANDING

July 1, 2021 to June 30, 2022

This Memorandum of Understanding made and entered into on June 15th, 2021, 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 "Local 3832", the District and Union recognize all members of the Golder Ranch Fire District as outlined in Resolution 2014-0004 and herein referred to as "members," are governed by this Understanding.

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PREFACE

- A. WHEREAS, the District and the Union have reached this complete agreement concerning wages, hours, and working conditions as contained in the Memorandum of Understanding; and
- B. WHEREAS, the Golder Ranch Fire District Governing Board has reviewed the entitled "Memorandum of Understanding between the Golder Ranch Fire District and the North Tucson Firefighters Association, International Association of the Fire Fighters Local 3832".
- C. WHEREAS, the North Tucson Firefighters Association, International Association of Firefighters Local 3832 is recognized as a representative of all union members through the rank of Captain; and
- D. NOW, THEREFORE, BE IT RESOLVED that the Golder Ranch Fire District Governing Board met in a duly noticed public session on June 15th, 2021 and upon a vote of ____ approved the execution of the Memorandum of Understanding between the Golder Ranch Fire District and the North Tucson Firefighters, International Firefighters Local 3832; and
- E. BE IT FURTHER RESOLVED that the Agreement, attached hereto is hereby adopted, and shall be in full force and effect from the date of the Governing Board adoption; and
- F. BE IT FURTHER RESOLVED that the parties hereby acknowledge that the provisions of the Memorandum of Understanding are not intended to abrogate the authority and responsibility of the District as a government entity provided for under the statutes of the State of Arizona.

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ARTICLE I. RIGHTS

SECTION 1.01 RIGHTS OF THE DISTRICT

- A. Local 3832 recognizes that the Governing Board, with and through the Fire Chief, shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law, GRFD Policy and operational need with respect to determining the level of and the way the Fire District's service delivery activities are conducted, managed, and administered.
- B. Local 3832 recognizes that every incidental duty enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties as assigned shall be performed by the members.
- C. Local 3832 recognizes that the Fire Chief shall determine and establish methods and processes by which duties are performed.
- D. Local 3832 recognizes that except as otherwise specifically provided in the MOU, the District and the Fire Chief or designee retain unqualified all rights and authority to which, by law, GRFD policy and operational needs, they are entitled.

SECTION 1.02 FISCAL EMERGENCY

- A. If, during the term of this MOU, the District experiences loss of revenue or legal requirements that are not resolved during the budget year which would result in the layoff of Local 3832 members, or the serious curtailment of services provided to the citizens of the Golder Ranch Fire District, this MOU may be re-opened.
- B. The following provisions shall apply to this opening in a fiscal emergency:
 - a. The Fire Chief shall notify the Governing Board that a fiscal emergency exists and seek authorization to meet with Local 3832 to open the MOU.
 - b. The Fire Chief shall notify the Local 3832 President, in writing, of the need to reopen the MOU. Such notice shall include the rationale and the anticipated amount of District budget shortfall that needs to be resolved to alleviate the need to lay off Local 3832 members or severely curtail services provided to the Citizens of the Golder Ranch Fire District.
- C. Golder Ranch Fire District and Local 3832 shall meet and confer in good faith for a period of no more than 30 calendar days, from the original date of the notification that the MOU was reopened, to reach agreement on how best to address the fiscal emergency. The scope of the re-opened MOU discussions shall be limited to the specific reasons for which the fiscal emergency pertains. The initial 30-day period may be extended up to an additional 30 days if agreed to by the Fire Chief and Local 3832 President. Additional extensions, if necessary, may only be granted at the discretion of the Governing Board.
- D. Recommended modifications to the MOU shall be submitted to the Governing Board who maintains responsibility for final determination as to the acceptance, rejection, or alteration of the proposed modifications. Local 3832 maintains the ability to address the Governing Board with respect to any proposed modifications at a Board Meeting where modifications are considered by the Governing Board.
- E. Should Golder Ranch Fire District and Local 3832 be unable to reach agreement on proposed modifications to the MOU within the time periods set by this provision, the Governing Board will determine and establish all remedies necessary to address the identified issues. Local 3832 maintains the ability to address the Governing Board with respect to any identified issues.
- F. This section shall only apply if the general population of Golder Ranch Fire District's workforce is subject to the same or greater reduction of pay or benefits or resulting layoffs.
- G. As a last resort, and if only needed, to maintain any level of service, layoffs shall be allowed. In the event there is no other alternative but layoffs, Operational need and district seniority will be used as the determining factor to identify the most efficient and fair layoff, as determined by the Fire Chief.

SECTION 1.03 RIGHTS OF LOCAL 3832

- A. North Tucson Firefighters Local 3832 is hereby acknowledged as the exclusive recognized member organization for all members of Local 3832.
- B. The District shall deduct from the members pay any Local 3832 dues, and/or other Local 3832 specified deductions, after signed and completed Local 3832 forms are provided to the Finance Department by the individual member; except, however, that such deduction shall be made only when the member's earnings for that pay period are sufficient after other legally required deductions are made.
- C. Local 3832 may request a change in dues or deductions during the term of this MOU. However, any changes to dues, deductions, or contributions must have signed and completed Local 3832 forms from each member confirming authorization to change the deduction. The District will provide Local 3832 with deductions elected to be given by its members to Local 3832 either through check or electronic deposit.
- D. The District will provide Local 3832 with copies of signed Local 3832 deduction forms, if authorized by the individual member, for the purposes of communicating and keeping records up to date. This information will not be shared with other individuals or organizations.
- E. The district will provide reasonable space for union equipment.

SECTION 1.04 LEADERSHIP TEAM

- A. The Leadership team is made up of 4 representatives from GRFD management and 4 representatives of Local 3832.
- B. The Golder Ranch Fire District has a proud history of employees and administration working for the betterment of the Fire District, employees, and ultimately the service we provide our community. The District's administration and Local 3832 representatives 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.
- C. The Leadership Team 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.
- D. The Leadership team will have the authority by unanimous understanding to create, modify, suspend or rescind any department level, procedure, guideline or practice within this MOU. The Leadership Team may recommend policy creation, deletion or modification to the Governing Board. The Governing Board retains authority over all policy.
- E. No new policy, procedure or guideline that will affect wages, benefits or working conditions will be initiated without going through the Leadership Team.
- F. The members of the Leadership Team representing Local 3832, as well as their designees, will be allowed to work on Leadership Team projects during working hours, subject to the approval of the supervisor providing it does not interfere with the member's primary duties.
- G. If at any time the Leadership Team cannot reach an agreement on any items specific to this MOU, the Fire Chief and Union President will meet and seek mutual resolution. If mutual resolution is not obtained, the Fire Chief's authority for decision making shall prevail. Local 3832 maintains the ability to address the Governing Board, who shall retain ultimate decision-making authority over the matter at a Board Meeting where the decision is before the Board.

SECTION 1.05 RIGHTS OF THE MEMBERS

- A. All Local 3832 members have the right to have any employee or Local 3832 serve as their representative.
- B. Anyone employed by the Golder Ranch Fire District in a non-management position has the right to be represented.

SECTION 1.06 PROHIBITION OF STRIKES AND LOCKOUTS

- A. Local 3832 pledges to maintain unimpaired services by its members as directed by the Fire Chief. Local 3832 shall not cause, condone, counsel or permit members to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the District.
- B. Should any member of Local 3832, during the term of this MOU, and until such time that it is expressly and legally rescinded, breach the obligations of Paragraph A, the Fire Chief or his designee shall immediately notify Local 3832 that a prohibited action is in progress. Local 3832 shall forthwith disavow said strike or other prohibited action and shall endeavor in good faith to cause such members to immediately return to work and/or cease the prohibited activity or, alternatively accept the responsibility for the strike or other prohibited activity.
- C. There shall be no lockout by the District during the term of this MOU.

SECTION 1.07 FORMAL DISPUTE RESOLUTION

- A. It is the intent of the District to use discipline to correct behavior at the lowest level. Most incidents can be corrected with good leadership and verbal counseling. In the event a member needs to have discipline escalated, it will be consistent with Policy.
- B. No member will be disciplined or discharged without cause. Additionally, members shall have the right to be accompanied and represented by any member of Local 3832 or their choice of legal representation or the person of the members' choice.
- C. For grievance procedure, refer to district policy.

SECTION 1.08 REFERENCES

- A. This MOU references policies and procedures of the Golder Ranch Fire District which have been approved by the District through the Leadership Team process.
- B. All revisions pertinent to this MOU, with respect to changes in pay, benefits, and/or working conditions for the members covered under this MOU, from this point on must be approved by the District through the Leadership Team process. To not do so will be considered a violation of this agreement.

ARTICLE II. STAFFING AND SCHEDULING

- A. This article is a general guideline subject to operational needs of the District.

SECTION 2.01 HOURS OF WORK

- A. The hours for members assigned to shift duty shall continue to average fifty-six (56) hours per week. Shifts shall continue to be twenty-four (24) hours in duration, beginning at 0800 and concluding at 0800 of the following day.
- B. The work hours and schedule for members assigned to administrative duty or special assignment are at the discretion of the supervisor consistent with current policy.

SECTION 2.02 WORK SCHEDULE

- A. The work schedule shall continue to be a three-four (work/rest) cycle. Each 24-hour shift shall be followed by 24 hours off (unless extra duty is incurred). After the third 24-hour shift of the tour, there will be four days off.

SECTION 2.03 CONSTANT STAFFING

- A. In order to meet operational needs, the following minimum staffing guidelines should be followed whenever practicable:
 - a. ALS units (ambulances, aerials, and engine companies) should have at a minimum one certified paramedic.
 - b. Each engine or ladder company should be made up of a Captain, Engineer, Paramedic and Firefighter.
 - c. Engine companies should not fall below four personnel for more than six hours.
 - d. Ladder trucks or aerial units should not fall below four personnel.
- B. Special Teams stations should have a minimum of seven members whenever practicable:
 - a. Special ops shall not fall below four team members.
 - b. Wildland shall not fall below four team members.
- C. The maximum number of members permitted to be off on scheduled PTO per shift will be calculated as 10 percent of the shift's workforce, rounded up to the nearest whole number, except when operational needs dictate maximum staffing is required.
- D. The constant staffing provision is intended for normal daily operations and may only be altered due to extraordinary circumstances or conditions in order to meet the minimum response needs of the community.
- E. When filling vacancies with overtime from the 'available for ED' list, those rank for rank or qualified members with the lowest number of ED hours, based on policy, will be selected first.

SECTION 2.04 SHIFT BID PROCESS

- A. The District and the North Tucson Firefighters will provide a seniority bid process for positions that become available due to new stations, retirements, promotions, demotions, new positions, etc.
- B. The District and Union will maintain a seniority list and track the shift bid process through the designated scheduling system and a representative of Local 3832.
- C. District will allow a rebid process every four years, or as needed at the discretion of the Fire Chief.
- D. Special Ops and Wildland team's stations will be staffed by assignment.

SECTION 2.05 SHIFT TRADE

- A. Shift trades are defined as members being permitted to request one or more of their suitably qualified colleagues (rank, qualifications, certifications, and specialty station assignments) to work one of their scheduled shifts and, in exchange, work one of their colleague's future scheduled shifts.
- B. The hours worked on a shift trade shall be excluded from calculating the hours for which the substituting member would otherwise be entitled to overtime. Shift trades must be approved by the member's direct supervisor and recorded on the scheduling program. Trades must be voluntary and reciprocated within a rolling year, and attendance is the responsibility of the member who accepts the shift trade.
- C. Members that request Unscheduled PTO on a shift trade shall have their PTO deducted manually by the scheduler, and the District will pay no compensation.
- D. Circumventing the shift bid system with shift trades shall not be permitted.

SECTION 2.06 SENIORITY

- A. Seniority date is defined as beginning at the date the member was hired full time.
- B. Local 3832 and the District will be responsible for maintaining an accurate and up to date seniority list.
- C. Academy/Promotional ranking of seniority will be based upon total accumulative performance testing scores.
- D. In the case of a tie, the suppression seniority list shall be used following the criteria below:
 - a. Off Probation Date – The date personnel successfully complete promotional probationary year.
 - b. Promotional List Ranking/Score, if available - Every effort shall be made to verify testing scores and rankings through training and/or human resources. However, if the ranking or score is unavailable, the next criteria shall be used.
 - c. Hire Date - earliest uninterrupted date of hire with Golder Ranch Fire District leading to a position as a full time firefighter/fire-medic.
 - d. Class Ranking, if available - The person achieving the highest grade point average or who finished highest overall has seniority.
- E. A member will lose their seniority if the member quits, is terminated.
- F. If a member is demoted for disciplinary reasons, they will assume seniority at the bottom of the newly assigned classification.
 - a. For an approved self-demotion to a previous classification i.e., chooses to go from Captain to Engineer, the seniority will be based on the members consecutive time in the previous position.
 - b. Any member that reverts back or self-demotes to the rank of firefighter, seniority will be based on the member's hire date.
 - c. Members may not self-demote if no open position at the lower rank is available.
 - d. If a member is reclassified to a lower position they will be placed into a step that is a full step reduction in pay in the new lower grade. The Member may not exceed the top step of rank they have demoted to.

ARTICLE III.COMPENSATION ADMINISTRATION

SECTION 3.01 COMPENSATION

- A. Compensation for district members will be based on a “Market Analysis” of the following fire agencies to the extent available:
 - a. Northwest Fire District
 - b. Central Arizona Fire & Medical Authority
 - c. Superstition Fire and Medical District
 - d. Bullhead City Fire Department
 - e. Timber Mesa Fire and Medical District
 - f. Tucson Fire Department
 - g. Phoenix Fire Department
 - h. Chandler Fire Department
 - i. Scottsdale Fire Department
 - j. Mesa Fire and Medical Department
- B. “Market Analysis” shall be completed and evaluated every two years for competitiveness and the salary scale for each position will be between 95%-105% of the survey. Those positions that are not in this range should be adjusted accordingly.
- C. All eligible members, on their anniversary date, shall receive a step increase provided they meet District standards and are in good standing with the district.
- D. Statutory overtime is hours compensated at 1.5 times the regular rate to non-exempt members on a suppression schedule over 212 hours in a 28-day pay cycle.
- E. Full-time suppression members are scheduled hours that qualify for overtime compensation as regulated by the overtime provisions of the Fair Labor Standards Act. The total hours paid to a member on a suppression schedule in a year are 2,912, of which 156 hours are compensated at 1.5 times the member's regular rate.
- F. Non-exempt members shall not work over seventy-two (72) hours consecutively.
- G. PTO used will be considered as hours worked in the determination of scheduled overtime compensation.

SECTION 3.02 WAGE DIFFERENTIALS

- A. Captains, Engineers, Paramedics and Firefighters that are in a 40-hour assignment position will receive an increase of 5% to their base hourly rate for administrative assignment pay.
- B. Members floated will be compensated for travel per policy.
- C. Assignment pay and wage differentials shall be provided in accordance with District Policy and Procedure.

SECTION 3.03 ACTING PAY

- A. The Golder Ranch Fire District will provide additional compensation to members who act-up into higher positions for a minimum of 6 shifts (144 hours).
- B. The member will be compensated consistently with administrative assignments pay at an increase of 5% of their base hourly rate for that pay cycle.

ARTICLE IV. BENEFITS

SECTION 4.01 HOLIDAY PAY

- A. Holiday pay shall be provided in accordance with policy.

SECTION 4.02 PAID TIME OFF

- A. The Golder Ranch Fire District will provide a policy for Paid Time Off (PTO) accrual, utilization, and sell back.
- B. PTO hours will be counted as hours worked.
- C. The below table lists the recognized accrual of PTO hours:

Years of Service	Annual Accrual of PTO Hours	PTO Hours/Pay Period
0-5	338	13
5-10	390	15
10-15	416	16
15-20	442	17
>20	468	18

SECTION 4.03 JURY DUTY

- A. See district policy.

SECTION 4.04 BEREAVEMENT LEAVE

- A. The Golder Ranch Fire District will provide a policy for paid time off for bereavement for the death of a member's immediate family member.

SECTION 4.05 SUBPOENAS AND COURT APPEARANCES

- A. The Golder Ranch Fire District will provide a policy for paid time off while testifying as a witness in cases arising from the course of employment.

SECTION 4.06 UNION PTO

- A. The Golder Ranch Fire District will allow paid time off (PTO) hours to be donated by members to Local 3832 to be maintained in a separate Union PTO Bank.
- B. Union members leaving regularly scheduled shifts related specifically to Local 3832 business will be allowed to utilize Union PTO as release time at the discretion of the Local 3832 President or designee, and as approved by the Fire Chief.
- C. The Golder Ranch Fire District will provide Local 3832 with an annual "use it or lose it" 400 hours of paid time off in each of the fiscal years covered by this agreement.
- D. Local 3832 members leaving regularly scheduled shifts for union business will be allowed to utilize union PTO leave as approved by the Fire Chief or designee.
- E. Procedure for requesting Union PTO is outlined in policy.
- F. Local 3832 will be allowed to receive PTO hours donated by District members on the District's payroll. After signed and completed forms are voluntarily given by members, the District will direct the elected number of hours from each member's PTO bank to be considered "Union PTO Hours." These hours may then be used

by Local 3832 members at the approval of the Fire Chief and the Local 3832 President in accordance with applicable policy.

- G. Union members who are separating (in good standing) from the district may donate half their remaining time to the Union PTO bank up to a maximum of 250 hours.

SECTION 4.07 MILITARY LEAVE

- A. The Golder Ranch Fire District will provide a Military Leave policy that provides members that serve in the Armed Forces paid time off for military duty.

SECTION 4.08 UNIFORMS

- A. The district will continue to provide a uniform allowance which supports our district and our union's goal of a professional appearance.
- B. Station uniform allowance, paid on the 1st pay cycle in November, will be \$1,000.00 for each member.

ARTICLE V. INSURANCE AND RETIREMENT

SECTION 5.01 GROUP HEALTH INSURANCE

- A. The District shall make available group health insurance benefits to eligible full-time members and their dependents.
- B. During this agreement, the District will make annual contributions to all full-time eligible members' Health Savings Accounts (HSA).
- C. During this agreement, the district will pay a minimum of 80% of the premium for coverage for eligible full-time members and their dependents.
- D. The District shall provide at no cost to the member, per policy, a cancer insurance policy.

SECTION 5.02 DENTAL INSURANCE

- A. Members are eligible to participate in the District's dental plan. The District will pay 100% of the basic coverage for the member. The member will be obligated to pay for the additional cost for increased coverage.

SECTION 5.03 VISION INSURANCE

- A. A vision plan will be made available for full-time eligible members and will be negotiated by the District on the member's behalf, but the cost of the plan, if desired, will be paid by the member.

SECTION 5.04 LIFE INSURANCE

- A. The District shall provide (limited) Life Insurance for the member at no cost.
- B. Upon separation of employment with the District, a member may continue the life insurance at a quoted rate from the insurance company.

SECTION 5.05 DEFINED BENEFITS

- A. The District shall participate in the Public Safety Personnel Retirement System (PSPRS) and follow all Arizona Revised Statutes relating to the PSPRS system. Those members who are not eligible for the PSPRS may participate in the Arizona State Retirement System (ASRS).
- B. During this agreement, the District will continue to fund (via 401a) the 7.65% DROP match incentive for eligible members.
- C. Members who are not assigned hazardous duty, are eligible to participate in the Arizona State Retirement System (ASRS), as defined by Arizona revised statute title 38.

SECTION 5.06 DEFINED CONTRIBUTION PLANS

- A. Members may contribute to the district sponsored defined contribution plans. Plans are administered in accordance with IRS regulations for tax exempt government entities.

SECTION 5.07 GENERAL PLAN COMPARISONS

- A. The District will perform pay plan and rate comparisons at least once every two years.
- B. These comparisons will be performed by the District's Insurance Broker in conjunction with Human Resource Services (HRS) personnel.
- C. All findings will be presented to the District's Leadership team for recommendations.

ARTICLE VI. PROFESSIONAL DEVELOPMENT

SECTION 6.01 HIRING PROCESS

- A. The District will make every reasonable effort to maintain an effective firefighting force in accordance with the Governing Board's force strength authorization.
- B. When it is necessary to hire new members represented by this MOU, Local 3832 may be allowed to appoint representatives to observe the process at the discretion and direction of the Fire Chief.

SECTION 6.02 PROMOTIONAL PROCESS

- A. The Golder Ranch Fire District will make every reasonable effort to maintain active promotional lists for the positions of Engineer, Paramedic, and Captain. The list will be good for one year and may be extended at the Fire Chiefs discretion.
- B. The District will provide for professional development opportunities for the membership either in the form of credentialing classes or testing preparation.
- C. When it is necessary to hold a promotional process, Local 3832 may be allowed to appoint representatives to observe the process at the direction and discretion of the Fire Chief.
- D. The minimum passing cumulative score for all promotional processes for positions covered by this agreement shall be 80%.

SECTION 6.03 PARAMEDIC CERTIFICATION

- A. The Golder Ranch Fire District will provide a competitive process for members to be selected to attain paramedic certification based on program and budget availability.
- B. The District will provide for all tuition and class expenses. In exchange, the member will be required to provide a 3-year commitment consistent with District policy.

SECTION 6.04 RECERTIFICATION

- A. The Golder Ranch Fire District will provide all Emergency Medical Care Technicians – Paramedics with ALS recertification training at no cost to the member.
- B. The District will provide all Emergency Medical Care Technicians with BLS recertification training at no cost to the member.

SECTION 6.05 TUITION REIMBURSEMENT

- A. It is the policy of the Golder Ranch District to provide a tuition reimbursement process to assist members with continuing higher education.
- B. The amount of reimbursement will be evaluated as necessary annually through the Leadership Team process to assure a comparable benefit to the current cost of education.
- C. The amount dispersed can be adjusted and distributed differently each year depending on the budget and the needs of the members.

ARTICLE VII. MISCELLANEOUS

SECTION 7.01 POLICY DEVELOPMENT AND WORKPLACE ENHANCEMENT

- A. All parties agree that it is impossible to capture all of the member wages, benefits and working conditions in this MOU. With this being said, the leadership team will work together in collaboration to constantly be proactive to develop policies and procedures that will enhance safe and harmonious policies and procedures.

SECTION 7.02 ANNUAL PHYSICALS

- A. Golder Ranch Fire District to provide an annual physical to all eligible members, see Administrative Directive 20-011-1582 Annual Medical Evaluations.

ARTICLE VIII. TERM AND EFFECT OF MEMORANDUM

- A. This MOU shall remain in full force and effect commencing with the beginning of the first of July 2021, up to the end of the last pay period in June 2022.
- B. Except as expressly provided in this MOU, GRFD 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.
- C. This MOU constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions.
- D. 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 and policy govern the GRFD Board of Directors, Fire Chief, and North Tucson Firefighters Association, IAFF Local #3832, and these provisions shall be interpreted and applied in such manner.
- E. The North Tucson Firefighters Association recognizes the powers, duties and responsibilities of the Fire Chief and Governing Board as set forth in GRFD Policy and that pursuant thereto, the Fire Chief and Governing Board have the authority to establish rules and regulations applicable to the operation of GRFD, its member agencies, its partner agencies, and to the conduct of the employees and officers employed therein.

ARTICLE IX. APPROVED AND ADOPTED

- A. On this 15th day of June, 2021 at a duly noticed public meeting of the Golder Ranch Fire District Governing Board.

X

Vicki Cox Golder
Fire Board Chairperson - GRFD

X

Randy Karrer
Fire Chief - GRFD

X

Ben Jones
President - IAFF Local 3832, NTFFA