

## Board Action Request

**SUBJECT:** Draft Memorandum of Understanding with Tubac Firefighters Association (TFFA)

**DATE:** August 28, 2019

**FROM:** John Conger, TFFA Representative  
Cheryl Horvath, Fire Chief

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**Background:** Tubac Fire District management staff and Tubac Firefighters Association labor representatives have been meeting monthly since July, 2018. Each month there are issues and concerns raised on both sides with a joint resolution discussed and implemented. The working relationship with the TFFA is an important component of the culture at Tubac Fire District. TFFA representatives have been at the forefront of resolving internal issues, making suggestions to improve operational efficiency, and transparent in their dialogue regarding any perceived issues within the suppression employee group.

Likewise, TFD management has maintained transparency in decision-making and valued the input of TFFA representatives. At this point, with the new wage scale in place, and the benefits employee group and other committees part of the decision-making process for the fire district, the next step in employee engagement is the approval of a memorandum of understanding between the TFFA and Tubac Fire District.

The draft MOU presented to the fire board this month is inclusive of existing policies related to wages, hours, and working conditions of the suppression employee group. Additionally, the term of the draft MOU is two years, at the completion of which management and labor will reconvene in a meet and confer process.

**Fiscal Impact:** There is no fiscal impact as all items in the MOU are currently in the annual budget.

**Alternate Option:** This item is information only at this time.

**Legal Review:** The draft MOU is currently under review by the District's attorney.

**Staff Recommendation:** Information only

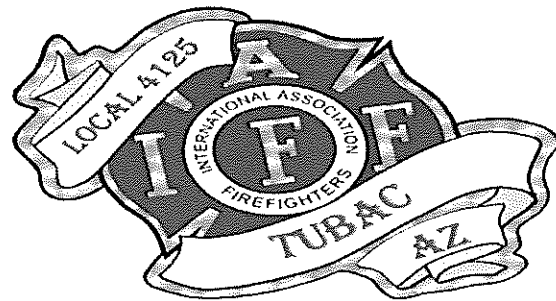
**Proposed Motion:** Information only

See Attachments

- Draft TFF/TFD MOU



Tubac Fire District and Tubac  
Firefighters Association (TFFA)  
Memorandum of Understanding  
2019-2021





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## **PREAMBLE**

**WHEREAS**, the parties, through their designated representatives, met and conferred in good faith in order to reach agreement concerning wages, hours and working conditions of employees comprising the Fire Suppression Unit,

**WHEREAS**, the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of the Tubac Fire District Board provided for under the statutes of the State of Arizona or Santa Cruz County 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 Memorandum to the Tubac Fire District Board with their joint recommendation that the body resolve to adopt its terms and take such other action as may be necessary to implement its provisions.





## Article 1 – Rights

### 1.1 Gender

- A. 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.

### 1.2 Rights of the District

- A. The TFFA recognizes that the Fire Board 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 TFFA recognizes the exclusive right of the Chief to establish and maintain departmental rules and procedures for the administration of the Fire District during the term of this Memorandum provided that such rules and procedures do not violate any of the specific express provisions of the Memorandum.
- B. The Fire Chief has the exclusive right and authority to schedule work and/or overtime work as required based on the operational needs of the District and subject to the express terms of this Memorandum.
- C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
- D. The Fire Chief reserves the right to discipline or terminate employees subject to the Human Resource Policy Manual of the Fire District. Such decisions may be subject to the Disciplinary Appeals policy set forth in the TFD Human Resource Policy Guidelines Manual.
- E. The Fire Chief shall determine and establish methods and processes by which duties are performed subject to the express terms of this Memorandum.
- F. The Fire Chief shall have the right to transfer employees within the District based on operational needs of the Fire District and subject to the express terms of this Memorandum.

- G. Except as otherwise specifically provided in the Memorandum, the District and the Chief retain unqualifiedly all rights and authority to which, by law, they are entitled.
- H. The inherent and express rights of the District and the Chief, including those herein specifically referred to, which are not expressly modified or restricted by a specific provision of this memorandum, are not, in any way directly or indirectly, subject to the Grievance Procedure herein.
- I. Tubac Fire District will at times require non-exempt employees to work overtime when deemed necessary by a supervisor. Non-exempt employees will receive payment for overtime in accordance with the overtime provisions of the Fair Labor Standards Act.

### **1.3 Fiscal Emergency**

In the event that during the term of this Memorandum of Understanding the District experiences loss of revenues or legal requirements that if not resolved during the budget year would result in the layoff of District Unit Members or the serious curtailment of services provided to the citizens of the Tubac Fire District, this MOU may be reopened. The following provisions shall apply to this circumstance:

- A. The Fire Chief shall notify the Fire Board that a Fiscal Emergency exists and seek the authorization to meet with TFFA to open the Memorandum of Understanding.
- B. The Fire Chief shall notify a TFFA Representative in writing of the need to reopen this Memorandum of Understanding. 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 unit member employees or severely curtail services provided to the Citizens of the Tubac Fire District.
- C. Tubac Fire District and TFFA 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 Memorandum was re-opened, 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. 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 Fire Board.
- D. Recommended modifications to the Memorandum shall be submitted to the

Tubac Fire District Board who will make final determination as to the acceptance, rejection, or alteration of the proposed modifications. The TFFA shall be provided an opportunity to address The Tubac Fire District Board with respect to any proposed modifications.

- E. Should the Tubac Fire District and TFFA be unable to reach agreement on proposed modification of the Memorandum within the time periods set by this provision, the Fire Board of The Tubac Fire District will consider and establish remedies necessary to address the identified issues. TFFA shall be provided an opportunity to address the Fire Board of the Tubac Fire District regarding identified issues.
- F. This section shall only apply if the general population of the Tubac Fire District's work force is subject to the same or greater reduction of pay or benefits or resulting layoffs.

#### **1.4 Rights of the Union (TFFA)**

- A. The District shall deduct from each bi-weekly paycheck any union dues, and/or other union specified deductions, after signed and completed forms are provided to administration 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 TFFA 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 TFFA with deductions elected to be given by employee to union groups bi-weekly with each paycheck either through check or electronic deposit.
- B. The TFFA will be allowed to use bulletin boards inside each station for posting official union literature that is not abusive of any person or organization, or disruptive of the District's operations. These bulletin boards will be purchased and maintained in an orderly and professional matter by the union and union officials of each station. The Fire Chief has the final authority on any posting deemed abusive and/or disruptive.
- C. The District will provide the TFFA on request, at actual cost, a listing of TFFA members on District Payroll deduction indicating name, mailing address, and job assignment. The union agrees to use this list solely for purposes of communicating with employees and keeping records up to date. This information will not be

shared with other individuals or organizations.

### **1.5 Rights of the Unit Employee**

- A. All Unit members have the right to have the TFFA serve as their Meet & Confer representative without discrimination based on membership or non-membership in the TFFA or any other organization.
- B. All Unit members have the right to be represented or not to be represented by the TFFA in dealings with the District concerning grievances and matters pertaining to their individual employment rights and obligations.

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

- A. The TFFA pledges to maintain unimpaired firefighting and related supported services as directed by the Fire Chief. It shall not cause, condone, counsel or permit employees, 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 employees of the bargaining Unit during the term of this Memorandum, 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 the TFFA that a prohibited action is in progress. The TFFA shall forthwith 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 other prohibited activity.
- C. There shall be no lockout by the Fire District during the term of the Memorandum.

## Article 2 – Staffing and Scheduling

### 2.1 Scheduling/Hours of Work

- A. The duty hours for unit members assigned to Emergency Services, excluding forty (40) hour special duty assignments, shall continue to average fifty-six (56) hours per week. Shifts shall continue to be no less than twenty-four (24) hours in duration.
- B. The work hours and schedule of employees assigned to forty (40) hour assignments shall be five (5) eight (8) hour days (excluding authorized meal breaks), or four (4) ten (10) hour days (excluding authorized meal breaks), at the sole discretion of the Fire Chief.

### 2.2 Constant Staffing

- A. The Tubac Fire District has acknowledged 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 Tubac Fire District has adopted the Constant Staffing model to ensure minimum staffing of apparatus as described in the Standard Operating Procedure 1-1.6, Staffing.
- B. Engines and Ambulances are staffed with a minimum of a Captain, Paramedic, and or Firefighter; or those who are qualified to "act" into these positions.

### 2.3 Work Cycle

**Three Platoon – 3/4** The Work cycle shall be a three (3) Platoon A, B, C shift, with three (3) alternating twenty-four (24) hour shifts on duty, then four (4) consecutive days off repeating (commonly known as a "three-four schedule") thereafter, per the chart below:

**XOXOXOOOO**

## **2.4 Hours Worked**

A suppression Employee working the 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 straight time equivalent hours). Adding 2756 (straight time hours) and 234 (straight time equivalent hours) establishes the divisor (2990) for the hourly rate calculation.

## **Article 3 – Compensation**

### **3.1 Compensation Administration**

The District will provide a compensation system based upon a step pay plan for Unit members to provide a reward for "meets standard" or better performance. In addition to the STEP Pay Plan, the Tubac Fire District Board has the option to approve a Cost of Living Adjustment (COLA) for employees. At the discretion of the Fire Board, this COLA increase may be aligned with the Social Security Index (SSI) and would be separate from, and in addition to, any STEP Pay Plan Award. Please refer to the salary schedule in Appendix A.

### **3.2 Holiday Pay/District Holiday**

- A. Full-time shift suppression employees working on a holiday shall receive an extra half time pay for the number of hours they work on the holiday. Hours eligible for holiday pay must occur on the actual date of the holiday.
- B. All 40-hour Suppression employees will have received 8 hours of holiday pay in lieu of working. District offices will be closed on holidays.

District holidays are specified as follows:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
  
- Veterans Day

Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

### **3.3 Overtime**

- A. Based upon the normal suppression schedule, full-time non-exempt shift suppression personnel shall normally be scheduled for hours that qualify for overtime payment as regulated in the overtime provisions of the Fair Labor Standards Act.
- B. Shift-suppression personnel – Overtime is defined as all work performed in excess of 106 hours in the 14-day work period.

### **3.4 Wage Adjustments for Promotions or Step-Up Assignments**

Step-up pay for employees acting in a higher classification for a full shift or longer will consist of a 5% increase from the employee's current pay. In the case of a promotion to a higher classification, a minimum of 5% increase in salary will occur.

### **3.5 Conversion rate for 40 Hour Schedules**

In order to convert a 56-hour rate to a 40-hour rate, the District will use a basic formula of converting the hourly rate to an estimated annual compensation; then divide that number by 2080. For example, for a 56-hour rate of \$19.00 (sample rate only), the hourly rate is multiplied by 2990 (resulting in an estimated annual compensation); then divided by 2080 to determine the hourly rate for a 40-hour work week.

$$19.00 * 2990 = 56,810 / 2080 = 27.31$$

Suppression employees who change from a 56-hour schedule to a 40-hour schedule (or vice-versa), shall have their PTO hours appropriately converted at the onset of the transfer; during the time in the new assignment, the PTO hours shall accrue and be used at the associated rate. If the employee reverts back to the original schedule, the PTO hours shall again be converted accordingly.

### 3.6 Overtime Pay Requirements for Different Types of Work

When a suppression employee in a single work period works at two or more different types of work for which different straight-time rates have been established, the “regular rate” (for purposes of determining the overtime rate) for that work period is the weighted average of such rates. That is, the earnings from all such rates are added together and this total is then divided by the total number of hours worked at all jobs. See example below.

FF Smith’s estimated annual earnings are \$48,000. Accordingly, his hourly rate calculations are as follows:

$$56\text{-hour schedule: } \$48,000 / 2990 = \$16.05$$

$$40\text{-hour schedule: } \$48,000 / 2080 = \$23.08$$

Using the 14-day work period, he works 40 hours in an admin/training assignment, and 72 hours on shift. His pay would be calculated as follows:

$$40 \text{ hours @ } \$23.08 = \$ 923.20$$

$$72 \text{ hours @ } \$16.05 = \$1155.60$$

$$\text{Total straight time earnings: } \$923.20 + \$1155.60 = \$ 2078.80$$

$$\text{Total hours worked: } 40 + 72 = 112$$

$$\text{Weighted average hourly rate: } \$2078.80 / 112 = \$18.56$$

$$\text{Overtime rate: } \$18.56 \times 1.5 = \$27.84$$

$$\text{Overtime premium is due on 6 hours (112 – 106): } 6 \times \$27.84 \times .5 = \$83.52$$

$$\text{Total earnings: } \$2078.80 + \$83.52 = \$2162.32$$



## Article 4 - Benefits

### 4.1 Vacation

- A. Upon separation of employment (e.g., retirement, resignation, termination), 100% of accrued vacation will be paid to the employee at his current hourly rate of pay, if the employee has completed six months of employment.
- B. All 56-hour suppression employees will have a bi-weekly vacation accrual based on years of service as follows:

<u>Years of Service</u>	<u>Bi-Weekly Accumulation</u>
0 - 4	5.53 hours (6 24-hour shifts/years)
5 - 10	7.38 hours (8 24-hour shifts/years)
11 - 15	9.23 hours (10 24-hour shifts/years)
16+	11.08 hours (12 24-hour shifts/years)

- C. All 40-hour non-suppression employees will have a bi-weekly vacation accrual based on years of service as follows:

<u>Years of Service</u>	<u>Bi-Weekly Accumulation</u>
0 - 4	4.00 hours
5 - 10	5.23 hours
11 - 15	6.77 hours
16+	8.00 hours

### 4.2 Sick Leave and Earned Paid Sick Time (EPST)

- A. Non-shift suppression employees shall receive 3.38 hours of sick leave accrual per bi-weekly pay period; full-time suppression employees shall receive 4.62 hours of sick leave accrual per bi-weekly pay period.

- B. Full-time suppression employees with at least five years of service who accrue more than 500 hours of sick leave may convert a portion of their sick leave hours to vacation leave, as long as they maintain a sick leave balance of at least 500 hours. If the employee has between 5-10 years of service, he may convert up to 48 hours; if the employee has greater than 10 years of service, he may convert up to 72 hours. An employee who is eligible to convert sick hours to vacation may only do this once per calendar year.
- C. Non-shift suppression employees with at least five years of service who accrue more than 360 hours of sick leave may convert a portion of their sick leave hours to vacation leave, as long as they maintain a sick leave balance of at least 360 hours. If the employee has between 5-10 years of service, he may convert up to 34 hours; if the employee has greater than 10 years of service, he may convert up to 52 hours.
- D. Upon retirement, accrued sick leave shall be paid out based upon total accrued hours. If the retiring employee has greater than 1500 hours of accrued sick leave, the sick leave shall be paid out at 25%. If the retiring employee has greater than 3000 hours of accrued sick leave, the sick leave shall be paid out at 50%. If the retiring employee has greater than 4500 hours of accrued sick leave, the sick leave shall be paid out at 75%.
- E. EPST: Forty hours of the annual sick leave allotment is intended to meet the statutory requirements for Earned Paid Sick Time (EPST), as required under the Arizona Fair Wage and Healthy Families Act. The first 40 hours in the fiscal year of an employee's sick leave usage shall be designated as EPST.

#### **4.3 Bereavement Leave**

- A. In the event of a death of a member of an employee's immediate family, he shall be granted time off with pay according to the guidelines set forth below to attend the funeral and/or take care of personal matters related to the death of the family member.
- B. Suppression employees shall be entitled to two shifts (48 hours) of bereavement leave. Non-shift suppression employees shall be entitled to three paid days (24 hours) of emergency leave.

#### **4.4 Deferred Compensation**

- A. The District will provide employees with an additional way to invest personal income toward retirement through a deferred compensation using the District sponsored plan. This plan may be paid through a payroll deduction by employees who choose to participate in program. The District shall not make contributions on the behalf of employees who participate in PSPRS.
- B. For those employees who were granted a waiver from PSPRS in 2016, the District will contribute to the employee's deferred compensation plan a percentage amount equivalent to the District's current PSPRS contribution.

#### **4.5 Education Assistance**

The District will provide education assistance as set forth in Policy.

#### **4.6 Domestic Partnership**

It is the policy of the TFD to recognize qualified domestic partners as eligible dependents for purposes of group health, dental and vision care insurance benefits and other related employee benefits)

#### **4.76 Retirement**

- A. All sworn members of the Tubac Fire District shall be eligible to participate in the Arizona Public Safety Personnel Retirement System Plan. The District shall comply with all requirements set forth in ARS Title 38 and other related statutes.

## **Article 5 - Uniforms**

#### **5.1 Uniform Allowance**

All full-time suppression employees shall receive an annual uniform allowance of \$475.00. Starting July 1<sup>st</sup> of every year

**5.1**

**5.2 Promotional Uniform Stipend**

Upon promotion, employees will be entitled to an additional \$100 added to the uniform allowance for the fiscal year in which they are promoted.

## Term and Effect of Memorandum

This Memorandum shall remain in full force and effect commencing with the adoption on \_\_\_\_\_, up to the beginning of the first regular pay period commencing in \_\_\_\_\_ and, thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing by the first day of July of each fiscal year.

This Memorandum constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions.

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Carlos Alvarez, President, Tubac Firefighters Association (TFFA)

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Mary Dahl, Board Chair, Tubac Fire District

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Cheryl Horvath, Fire Chief, Tubac Fire District



Appendix A --TFD Pay Scale

Tubac Fire District Wage System											
	START	1YR	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
FF/EMT	\$13.75	\$14.44	\$14.83	\$15.24	\$15.66	\$16.13	\$16.58	\$17.03	\$17.50	\$17.98	\$18.52
FF/CEP	\$16.00	\$16.80	\$17.26	\$17.74	\$18.22	\$18.77	\$19.29	\$19.82	\$20.36	\$20.92	\$21.55
Captain	\$19.50	\$20.48	\$21.04	\$21.62	\$22.21	\$22.88	\$23.51	\$24.15	\$24.82	\$25.50	\$26.26
Deputy Chief	\$70,000.00	\$73,500.00	\$75,521.25	\$77,598.08	\$79,732.03	\$81,924.66	\$84,177.59	\$86,492.47	\$88,871.02		

