

## Memorandum of Understanding

### City of Bisbee Fire & Palominas Fire District

### Per Diem Firefighter Program Agreement

#### PREAMBLE

This Agreement, effective the 21<sup>st</sup> day of February, 2017, by and between the City of Bisbee Fire Department (Bisbee), an Arizona Fire Department and Palominas Fire District ("PALOMINAS"), an Arizona Fire District.

#### RECITALS

- A. PALOMINAS & Bisbee are empowered pursuant to A.R.S. 48-805 and A.R.S. 11-951 et seq. to enter into this Agreement with each other for purposes of carrying out their mutual responsibilities.
- B. PALOMINAS & Bisbee personnel may choose to participate in the Per Diem Firefighter Program (PDFF).
- C. PALOMINAS & Bisbee conduct pre-employment screening of their own employees in accordance with ARS 48-805.
- D. PALOMINAS & Bisbee will agree to accept the pre-employment screening conducted by the Per Diem Firefighter's Home Unit
- E. PALOMINAS & Bisbee personnel will agree to allow their employees to utilize their Home Unit's Personal Protective Equipment (PPE) and uniform items to fill PDFF Shifts.
- F. Both Bisbee & PALOMINAS management may share personnel information if the information is deemed by management to have a possible effect on the other agency.
- G. HOME UNIT: The employee's primary employer (i.e. PALOMINAS would be a Palominas Firefighter's Home Unit, BISBEE would be a City of Bisbee Firefighter's Home Unit)

#### SECTION 1- PURPOSE

The purpose of this Agreement is to provide a cost effective support system to enable the Per Diem Firefighter Program. Both BISBEE & PALOMINAS personnel may work as PDFFs for the other agency. In order to decrease the financial burden on each district, both BISBEE & PALOMINAS will allow their employees to utilize their assigned PPE and Uniforms to work as PDFF for the other agency Furthermore, both BISBEE & PALOMINAS agree to accept each other's pre-employment screening process as an acceptable pre-employment screening for PDFFs. Lastly, both BISBEE & PALOMINAS agree that they may share personnel information if deemed necessary by management, especially if the information may affect the other agency.

#### SECTION 2- GENERAL PROVISIONS

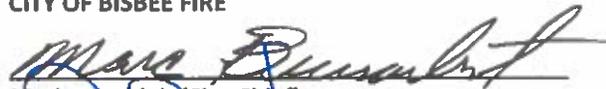
1. Pre –Employment Screening: Both BISBEE & PALOMINAS agree to accept each PDFF's pre-employment screening process from their home unit as an acceptable pre-employment screening process in the selection of PDFFs. Both BISBEE & PALOMINAS agree to allow access to these records if either agency requests.
2. Both BISBEE & PALOMINAS agree to allow their employees to utilize their assigned PPE & parts of the issued uniforms from their Home Unit to work PDFF shifts at the other agencies workplace. Each agency may require each PDFF to wear the uniform shirt, hat, or other items from that agency while working as a PDFF. If either BISBEE or PALOMINAS require the PDFF to wear a different piece of uniform or PPE then that agency will provide it if the PDFF does not already have it from the Home Unit.
3. Personnel Matters: Both BISBEE & PALOMINAS agree to share personnel matters that may affect the other organization. All PDFFs must remain in good standing (currently employed and not on disciplinary leave) with their Home Unit in order to be eligible for PDFF shifts. If PDFF does not meet these

requirements, then both BISBEE & PALOMINAS agree to notify the other agency of the matter and may provide details if deemed necessary.

**SECTION 3- DURATION OF AGREEMENT**

1. This Agreement shall become effective upon the adoption and execution of this agreement by both parties and the recordation of the same (the "Effective Date"), and shall automatically renew itself from year to year thereafter, until terminated as set forth below if either party does not choose to negotiate the financial agreement set forth the year prior.
2. The Agreement will terminate automatically should the governing board of either part fail to allocate funds for its continued implementation. Should termination occur due to said non-allocation, the non-allocation party shall give sixty (60) days written notice to the other party prior to termination.

**CITY OF BISBEE FIRE**

  
Mark Burneleit (Fire Chief)

3-8-17  
Date

  
David Smith (Mayor)

\_\_\_\_\_  
Date

**PALOMINAS FIRE DISTRICT**

  
Mark Matthews (Fire Chief)

3/4/17  
Date

  
Robert Montgomery (Board Chairperson)

3-4-17  
Date

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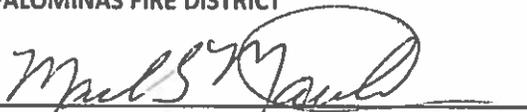
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**CITY OF BISBEE FIRE**

  
\_\_\_\_\_  
Marc Burneleit (Fire Chief)

2-27-17  
Date

**PALOMINAS FIRE DISTRICT**

  
\_\_\_\_\_  
Mark Matthews (Fire Chief)

3/3/17  
Date

## Proposed Per Diem daily and yearly cost saving program

Bisbee Fire Currently pays employees OT to cover on call staffing for the purpose of taking transfer and providing coverage for the City due to multiple call, or major events.

EMS calls and Transfer are normally a revenue source for the City.

Currently; Bisbee Fire responds to over 4 transfers a day and at least 1.5 times a day both station are covering calls at the same time, requiring on call to cover stations.

On call personnel are paid 5 hours of OT prior to going on any incident or coming in for coverage. When the on call personnel are called into duty they are now collecting in addition to the 5 hours OT, not to exceed 24 hours a day (0700-0700)

Minimum staffing for Bisbee Fire Department is 5 on duty and 2 on call this occurs at about 73% of the time

Maximum staffing for Bisbee Fire Department is 6 on duty and 1 on call this occurs at about 93% of the time

Less than 7% of the time Bisbee Fire Department fails to get any on call personnel.

Currently, BFD is paying on average 15-17 hours of OT per coverage person. This is due to 5 hours OT paid up front and on average; the on call personnel are covering 2 transfers a (24 hour) day, in addition to covering the station due to 911 calls.

Average Tucson Transfer Porthole to Porthole is a little over 6 hours; In County Transfers porthole to porthole are normally less than 4.25 hours. 911 calls average around 2.5 hours daily to 3.5 hours.

The average hourly pay rate for BFD personnel is about 13.55 per hour = an overage hourly OT rate of 20.33 with benefits 26.55 per hour and OT at 40.66.

Per Diem Firefighter program will cost the City on average 11.00 per hour for FF/EMT and 13.00 FF/CEP (adding the two together and dividing them by 2 equates to average of 12.00 per hour)

The following Chart is based on the average BFD OT rate and benefit cost; and the Per Diem FF/EMT rate and the FF/CEP rate combined then divided by 2. With a projection cost of both the BFD on call OT use vs the Per Diem on call.

