

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BISBEE FIRE FIGHTERS ASSOCIATION
LOCAL 2146, PFFA-IAFF
AND THE CITY OF BISBEE**

**ARTICLE 1
SCOPE**

1. This Agreement constitutes a Memorandum of Understanding between the Bisbee Fire Fighters Association, Local 2146, PFFA-IAFF, and the City of Bisbee, as authorized by City of Bisbee Ordinance 0-05-18, City Code Article 3.7. The Bisbee Fire Fighters Association (hereinafter "BFFA") has been designated as an employee organization with the authority to represent fire fighters and eligible Fire Department personnel of the City of Bisbee and to assume all other authority and responsibilities as specified for a designated employee organization under the City's Employee- Employer Relations Ordinance. This Memorandum of Understanding (hereinafter "the Agreement") constitutes the current agreement between the BFFA and the City.
2. This Agreement shall be applicable to all eligible members of the BFFA. Nothing herein shall alter the basic rights of the employees of this City to participate or to refrain from participating in this agreement; the management rights of the Mayor, City Council and City Manager; or the prohibited activities of both employees and the City, all as expressed in the City's Ordinance.
3. Unless otherwise provided in this Agreement, all negotiations or discussions shall be conducted between the City Manager or a designee and the President of the BFAA or a designated member or committee. Employees who are BFFA representatives shall not receive any additional compensation for performing their duties pursuant to the terms and conditions of this Agreement.
4. This Memorandum of Understanding shall constitute the current agreement between these parties, as acknowledged and approved on July 1, 2020. Upon the effective date of this present Memorandum of Understanding, the prior agreement shall be null and void.

**ARTICLE 2
BFAA RIGHTS**

1. The City will provide a designated space in an area accessible to employees for a BFFA bulletin board at the Fire Department. The board shall be used only for the following BFAA business:
 - BFFA recreational, social, labor relations, and related newsbulletins.
 - Notices of scheduled BFFA meetings.
 - Information relating to BFFA elections.
 - Official reports of BFFA committees or the Executive Board.

Prior to posting, all materials shall be initialed by an authorized BFFA representative, who shall be the BFFA

President, Vice President, Secretary/Treasurer or a Committee Chairperson. All approved postings must contain the date of posting and the signature of the person posting.

2. The City agrees to deduct BFFA membership dues from the salaries of all City Employees who are BFFA members who have authorized such deductions in writing and to remit such dues bi-weekly to the designated association. The employee authorization shall remain in effect unless notice of its termination is given in writing to the Finance Department of the City. The City shall not make dues deductions for any other fire fighters organization representing employees covered by this Agreement as long as BFFA remains the designated employee organization for this group of employees.

3. The BFFA shall be permitted to present information concerning this Agreement and the organization to eligible new employees.

ARTICLE 3

RESOLUTION OF DISPUTES

1. At the request of either the BFFA or the City, a meeting shall be scheduled to discuss any issues that may arise under this Agreement. The purpose of these meetings shall be to resolve any dispute or differences in interpretation of this Agreement and to discuss any other topics mutually agreeable to the parties. A maximum of three representatives from the BFFA shall attend these meetings. The City Manager or a designee will participate on behalf of the City. The City Manager will attempt to resolve any dispute or differences in interpretation of this Agreement. Arrangements for the meeting shall be mutually agreed upon by all parties. The party requesting any such meeting shall notify the other in writing of the subjects they wish to discuss not less than two weeks in advance of the meeting.

2. It shall be the duty of the City and the BFFA to exert every reasonable effort to settle all disputes concerning the terms and conditions of this Agreement. The parties agree to negotiate in good faith all disputes arising from this Agreement.

ARTICLE 4

TERM OF AGREEMENT

1. This Agreement shall become effective July 1, 2020, subject to the prior approval by both the City Council and the BFFA, and shall remain in effect until June 30, 2022, unless amended by the mutual agreement of the parties. This agreement may be subject to termination by the City in the event that the BFFA engages in any prohibited activity, as proscribed by Ordinance O-05-18. **See Attachment #1.*

2. Upon the mutual consent of the parties, this Agreement may be subject to re-negotiation and amendment. During the term of this Agreement, BFFA shall retain the right to submit annual proposals for meeting and conferring pursuant to the City's Ordinance.

ARTICLE 5
SEVERABILITY

1. If any provision of this Agreement is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this agreement, but the remainder of the Agreement shall remain in full force and effect.
2. Should any change be made in any State Law, Civil Service Rule or Regulation, City Charter or Code provision, or by order of a court of competent jurisdiction, which would be applicable and contrary to any provision contained in this Agreement, then such provision shall be automatically terminated. The remainder of this Agreement shall remain in full force and effect.
3. The City and the BFFA shall meet as soon as practical for the purpose of replacing any such terminated provision.

ARTICLE 6
HOURS OF WORK AND STAFFING

1. The regular period of work for employees covered by this Agreement shall be 212 hours in a 28-day period. The City will continue to review possible alternative time periods for the period of work and may implement a reduced time period, subject to available funding and approval by the Mayor and Council.
2. The shift start times of employees will be determined by the Chief or a designee, to accommodate adequate coverage for each day and for each shift.
3. The regularly-scheduled working hours and days off of employees will not be changed to circumvent the payment of overtime. Working hours may be altered as necessary to accommodate training or pursuant to other provisions of this Agreement.
4. In the interest of providing the best possible services to the public, in a safe and efficient manner, the Fire Chief and other personnel responsible for arranging work schedules shall make every reasonable effort, under the particular circumstances, to have a staff of seven (7) fully qualified personnel on duty at all times, during all shifts between two stations. Both parties recognize that this is the goal to which they will aspire, but that in certain circumstances, due to potential illnesses, leave, resignations or other circumstances, this full staffing may not be met at all times. In the event that there may be substantial periods in which this staffing level is not being met, the parties agree to meet to discuss how best to achieve this goal with the resources and personnel that are available.

ARTICLE 7
OVERTIME

1. For the purposes of this Agreement, overtime shall be defined as all hours actually worked, including paid on call time, in excess of 106 hours in a fourteen day (14) work period. Holiday pay, vacation time, sick leave and all other compensation for time that does not represent actual work hours shall not be included in

the calculation of overtime.

2. Overtime shall be compensated at 1.5 times the employee's regular rate of pay, and not by compensatory aka comp. time.

ARTICLE 8 HOLIDAYS

1. From PRR IV. Comp. & Benefits, Section 5, B. Full time nonexempt employees who are required to be on duty during any designated holiday shall receive pay for the holiday, at the rate of a full day's pay, in addition to compensation for the hours actually worked during any such holiday.

2. From PRR IV. Comp. & Benefits, Section 5, Full time employees shall be provided with time off with pay for the holidays that are formally recognized by the City. The holidays that are observed annually by the City are as follows:

- New Year's Day
- Labor Day
- Martin Luther King Day
- Columbus Day
- President's Day
- Veterans' Day
- Memorial Day
- Thanksgiving and the following Friday
- Independence Day
- Christmas Day

ARTICLE 9 ON CALL AND CALL-OUT

1. Each employee covered by this Agreement who is on call during an off duty period shall receive five (5) hours of pay for each twenty-four (24) hour period in which that employee is on call. An employee who responds to a call during any such on call period to perform unscheduled duties shall receive the five (5) hours of on call time plus the actual time worked, but not to exceed a total of twenty-four (24) hours during a twenty-four (24) hour period. In the event that an employee cannot complete the on call availability for the full twenty-four (24) hour period and has to "call off" the employee shall receive only two (2) hours of pay plus the actual time worked, but not to exceed a total of twenty-four (24) hours during a twenty-four (24) hour period. An employee who is on call has the freedom to effectively use this time for his or her own purposes, unless a call is received. The employee is entitled to additional compensation as provided herein in exchange for the benefits that the City receives from having this employee available for a possible return to work.

2. Employees who are not on call and who report for work scheduled outside of their regular shifts, including for meetings, training assignments, and enforcement actions, or for emergency responses, shall receive a minimum of three (3) hours of compensation per occurrence or the actual hours worked, whichever is greater. Employees shall not be entitled to both the on call hours, as specified above, and this minimum three hour call out compensation

for the same event or during the same time period.

ARTICLE 10
ADDITIONAL PAY FOR EMERGENCY PARAMEDIC CERTIFICATION

1. Effective July 1, 2020 employees who obtain and maintain Arizona certification as an emergency paramedic shall be entitled to increase in pay of \$1.00 an hour. New hire employees who maintain Arizona certification as an emergency paramedic shall be entitled to the same increase in pay of \$1.00 an hour.

ARTICLE 11
CLOTHING ALLOWANCE

1. Effective July 1, 2020, firefighters who are required to wear uniforms will receive an allowance of \$750 each fiscal year.

ARTICLE 12
COMPENSATION AND BENEFITS

1. Effective July 1, 2020 , employees within the BFFA will receive such pay increases to their current wages as the Mayor and City Council may approve in its budget for that fiscal year.

2. Effective July 1, 2020, all wage increases, with the exception of longevity and merit increases, will also increase the starting pay ranges for the positions of all employees covered in this Agreement.

3. Each full-time, employee shall receive additional compensation, applied as an increase to his or her regular rate of pay, based upon the years of full-time service of that employee and the scale approved by Mayor and Council.

4. The City and the Department recognize the value and the need for knowledgeable, dedicated, loyal, and experienced employees. In accordance with applicable state law, employees who are eligible to retire from their current positions may do so and will be eligible to return to work for the City, subject to any limitations that may be imposed pursuant to applicable law.

ARTICLE 13
TRAINING AND TRAINING AND ENFORCEMENT OFFICERS

1. The City and the BFFA agree that on-going training and professional development are both necessary and appropriate for all subject employees. A minimum of not less than three (3) hours of relevant professional training should be provided for each BFFA employee during each month. This training shall be compensable time. The majority of this training should be provided in-house, to be led by existing personnel. The Chief will initiate this process and develop schedules for this purpose.

2. To facilitate this training objective, an intermediate position, Lieutenant, has been created between the rank of Fire Fighter and Captain in order to develop and fully implement this training process. This position will be maintained.

3. The City and the BFAA agree that it is in the best interests of both parties for designated BFFA employees to participate on an annual basis in the training programs offered by the Arizona State Fire School. Subject to available funding, Firefighter(s), as selected by the Training Officers, upon consideration of the recommendations made by the BFFA, will be sent to this training program each year, subject to scheduling to be arranged by the Chief.

ARTICLE 14
UNIFORM, SUPPLY & TRAINING REIMBURSEMENT

1. The City has offered to provide certain outside training and money for uniforms, training, certifications, and other work-related supplies to Employee, which the City believes will enable Employee to provide valuable services on behalf of the City to its citizens.
2. The City is providing such uniforms, supplies, certifications, and training to Employee in anticipation of Employee continuing to work for the City for at least two (2) years so that the City may recover some of the benefit of the investment made in the training.
3. The City and Employee recognize that the Uniform, Supply & Training Reimbursement Agreement is not intended to constitute any type of employment agreement or guarantee of continued employment.
4. The employee will sign and agree to the Uniform, Supply & Training Reimbursement Agreement prior to costs being incurred by the City. **See Attachment #2*
5. Consideration for reimbursement of training obtained prior to or outside of employment may be brought to the City Manager for approval on a case by case basis.

ARTICLE 15
VEHICLE & EQUIPMENT REPLACEMENT, CAPITAL IMPROVEMENTS AND REVENUE

1. The City and BFFA recognize the need for the development of a Vehicle and Equipment Replacement Plan to provide for the funding of the vehicles and other equipment that will be needed by the Department in the coming years. The City agrees to consult with the BFFA representatives in the development of any such Replacement Plan.
2. Develop a Capital Improvement Plan for maintenance of Fire Station #81 and Fire Station #82.
3. The City and BFFA recognize that there are opportunities for an increase in Department revenues from additional ambulance and wild land fire response, among other matters. The City and BFFA will continue to discuss these potential opportunities and will consider reasonable means to increase the revenues generated by the Department.

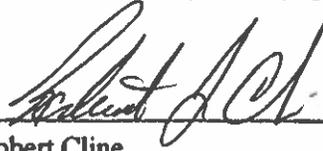
ACKNOWLEDGED AND APPROVED THIS 5TH DAY OF MAY, 2020.

CITY OF BISBEE



David M. Smith
Mayor, City of Bisbee

BISBEE FIRE FIGHTERS ASSOCIATION



Robert Cline
BFFA President, L-2146



Theresa Coleman
City Manager



Tassia Koutsiukos
BFFA Treasurer/Secretary, L-2146



George Castillo
Fire Chief

ORDINANCE O-05-18

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AMENDING CHAPTER 3 OF THE CITY CODE OF THE CITY OF BISBEE BY ADDING ARTICLE 3.7, EMPLOYEE - EMPLOYER RELATIONS, AND PROVIDING FOR REPEAL AND SEVERABILITY

WHEREAS, the Mayor and Council of the City of Bisbee have the authority to make amendments to the City Code; and

WHEREAS, the Mayor and Council have determined that it would be in the best interests of the City and its citizens to provide a formal process for the recognition of employee organizations that would represent those employees of the City who voluntarily choose to participate in certain negotiations through these representatives; and

WHEREAS, for the reasons stated more fully below, allowing this voluntary process will help to foster a better working relationship between the City and its employees, resulting in improved performance of necessary City services,

NOW, THEREFORE, BE IT ORDAINED, BY THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, THAT THE CITY CODE OF THE CITY OF BISBEE IS HEREBY AMENDED BY THE ADDITION OF THE FOLLOWING ARTICLE:

[] = Deleted Language
__ = New Language

Add to Chapter 3, Administration, Article 3.7. Employee - Employer Relations:

3.7.1 Findings and purpose

The City of Bisbee has a fundamental interest in maintaining a harmonious and cooperative relationship with its employees. The recognition of the right of public employees to organize and the full acceptance of a formal procedure for communications between the City and designated employee organizations can improve the operations of city government. The City, its employees and employee organizations have a basic obligation to the public to assure the orderly and continuous operations and functions of government. This Article is intended to allow the City, public employees and their representatives, acting within the framework of the law, to enter into discussions to consider various matters relating to wages, hours, and working conditions. It is also the purpose of this Article to promote the improvement of employer/employee relations: to provide a uniform basis for recognizing the rights of public employees to join, or refrain

from joining, organizations of their own choice; and to allow employees to be represented, if they choose, by such organizations in their employer/employee relations with the City, in accordance with the provisions of this Article.

3.7.2 Definitions

Confidential Employee: An employee, as designated by the City Manager, who has access to confidential information regarding the relations between the City and its recognized employee organizations, including but not limited to information regarding meet and confer negotiations, grievances and all other employee organization discussions, and whose membership in any such organization would be incompatible with his or her official duties. Employee organization representatives who obtain any such information in the context of that representation shall not be included within this class.

Designated Employee Organization: An employee organization that has met the criteria for designation under this Article and that is eligible to participate in the meet and confer process authorized herein.

Employee: Any person who is permanently employed by the City on a fulltime or part-time basis and who is eligible for City benefits. Persons who are employed on a contract, temporary, seasonal or probationary basis, or who are on a leave of absence in excess of six months for any reason other than military service, shall not be included within this designation.

Employee Organization: Any labor organization, union, association, fraternal order, or group which represents or seeks to represent any public employee concerning wages, hours or working conditions.

Employee Unit: A group of employees that share common employment interests, that perform similar types of work and that can be reasonably joined in a single meet and confer proceeding.

Management Employee: An employee, as designated by the City Manager, who is primarily engaged in executive, management, or supervisory functions, or who is charged with the responsibility of developing, administering, or effectuating management policies. Fire personnel below the rank of Fire Chief and Police officers at or below the rank of Lieutenant shall not be included within this group.

Meet and Confer: The process by which the City, through its chief administrative officer or his designee, and designees of a designated employee organization will meet at reasonable times and confer in good faith with respect to wages, hours and working conditions.

Professional Employee: An employee, as designated by the City Manager, who is registered or licensed by any professional board of registration and whose work involves the consistent exercise of discretion or judgment in a field of science or higher learning. Fire personnel below the rank of Chief and Police officers at or below the rank of Lieutenant shall not be included within this group. No employee shall be included within this category solely because he or she holds a license or registration authorizing the application of pesticides or herbicides.

3.7.3 City council and City management rights

The mayor and council are the policymaking and legislative body of the City. None of their duties and obligations, as set out by the city charter or otherwise established by law, shall be restricted by this Article. It is the right of the City, through its mayor and council, to determine the purpose of each of its constituent agencies, 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 City to direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or 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 City's operations are to be conducted. The City has the right to take all necessary action to maintain uninterrupted service to the community. The mayor and city council may, at their option and sole discretion, direct the city manager and other city representatives to consult with the City's employees or their authorized representatives about the direct consequences that such decisions may have on wages, hours and working conditions. These rights are illustrative only and are not to be construed as being all inclusive.

3.7.4 Public employee rights

Public employees shall have the right to form, join and participate in any employee organization or to refrain from forming, joining or participating. Public employees shall have the right, if they so choose, to be represented by a designated employee organization of their own choosing; to meet and confer through a designated employee organization with their public employer in the determination of wages, hours and working conditions; and to be represented in the determination of grievances. Employees may also choose to represent themselves, or to be represented by legal counsel in grievance matters.

3.7.5 Ineligible employees

Unless otherwise required by law, confidential, management and professional employees, judges and elected officials shall not be represented by any employee organization. These persons shall not take any role in the policymaking activities of an employee organization, nor shall they participate directly or indirectly in the meet-and-confer process, except as representatives or assistants to the City.

3.7.6 Prequalification of employee organizations

Each employee organization seeking recognition as an authorized representative for an employee unit shall file with the city manager the following:

- A. Name and address of the organization and of the designated contacts for that organization.**
- B. A copy of its Charter, Constitution and bylaws, if such document exists.**
- C. The names, titles, addresses and telephone numbers of its duly elected officers.**
- D. A statement that membership in such organization is not denied because of race, color, creed, sex, national origin, ancestry, religion or age.**
- E. A complete description of the scope of the proposed employee unit to be included for that designation; and**
- F. A petition requesting designation as an authorized representative of the employee unit signed by no less than fifty (50) percent plus one of the eligible employees within that unit.**

Upon the receipt of all of the required information and the completed petition, the city manager shall issue a written statement to the employee organization formally recognizing it as a designated employee organization. Upon the receipt of this designation, the employee organization may request that membership dues be withheld and distributed to the organization by the City for all participating employees who have signed specific authorization to permit this.

3.7.7 Maintaining eligibility -- Standards

Each designated employee organization shall maintain a membership of not less than fifty percent of the members of its employee unit.

In the event that membership falls below fifty percent, the City shall notify the affected employee organization in writing that, unless the affected employee organization attains not less than 50% membership, payroll deduction will cease and meet and confer eligibility status shall be held in abeyance 90 days from the receipt of notice from the City that membership has fallen below the require 50%.

Should the employee organization fail to attain the required 50% membership within the ninety day period as set forth above, reactivation of payroll deductions and restoration of meet and confer eligibility status will be reinstated within 90 days from the date of cessation of payroll deductions and abeyance of meet and confer eligibility status if the affected employee organization has re-attained the required 50% membership of its employee unit.

If an employee organization fails to attain the required 50% membership level during this second ninety day period, that employee organization shall no longer be deemed to be a designated employee organization under this Article.

3.7.8. Number of designated employee organizations

The maximum number of employee organizations that may be designated for employee representation under this Article shall be limited to four (4). These groups may include the following eligible employees, or any reasonable combination of them:

- A. Fire fighters and all Fire Department personnel below the rank of Fire Chief.
- B. Police officers and all Police Department personnel at or below the rank of Lieutenant.
- C. Clerical, administrative and technical employees.
- D. Labor, equipment operator, maintenance and trade workers, including lead personnel who are otherwise eligible.

3.7.9 Meeting and conferring procedures

The council recognizes and affirms the unilateral right of each designated employee organization to select its own representatives for meeting and conferring. The city manager or his designee shall serve as the representative of the city and he shall meet and confer solely with the representatives of each designated employee organization. Representatives of the designated employee organizations shall meet and confer solely with the city manager or his designated representative.

On or before November 1st of any year in which meeting and conferring is authorized by this Article, authorized employee organizations shall submit their proposals in writing to the city manager or his designee and shall file a copy thereof with the city clerk as a public record. Thereafter, on or before January 31st, each authorized employee organization shall hold an initial meeting with the city manager or his designee. At the initial meeting, the parties shall identify the issues to be discussed and shall establish ground rules for each negotiation, including a proposed schedule for meeting and conferring. The parties shall negotiate in good faith until an agreement is reached or until one party declares that the parties are at an impasse. The parties may, by mutual agreement, invite a representative of the Federal Mediation and Conciliation Service to assist as a mediator, prior to declaring an impasse.

On or before March 31st, the city manager shall submit to each designated employee organization his recommendations to the city council, including all agreements that have been reached, and shall concurrently file copies thereof with the city clerk as a public

record. Each designated employee organization may, within ten (10) days thereafter, file with the city clerk its written exceptions to these recommendations. The mayor and city council shall consider the recommendations and exceptions at a public meeting. Each designated employee organization shall be given an opportunity to state its position to the mayor and council. The mayor and council may accept, reject or modify the recommendations and exceptions, in whole or in part. The decision of the mayor and council shall be final. This process does not compel either party to agree to a proposal or the making of a concession.

3.7.10 Economic issue deadline

In all cases where a designated employee organization has not been certified prior to January 1st, all meeting and conferring procedures on economic issues shall be concluded prior to the date set by the council for the tentative adoption of the annual city budget for the following fiscal year.

3.7.11 Prohibited Activities.

A. An employee, employee organization and their representatives shall not:

1. Discriminate against an employee with regard to employee organization membership because of race, color, religion, creed, age, disability, sex or national origin;
2. Discriminate against an employee because he or she has chosen not to form, join or assist an employee organization;
3. Use City time, property or equipment for employee organization business, except as specified in a memorandum of understanding or as provided to the general public. Police and Fire employee organizations may use City time, property or equipment for conducting employee organization business provided that any such activity does not disrupt the scheduled performance of City business or response to any emergency situation.
4. Obstruct, restrain or coerce any employee, elected or appointed City official in the exercise of any right provided by the provisions of this section;
5. Obstruct, restrain, threaten or coerce any elected or appointed official, representative of the employer or City employee, for the purpose of gaining a concession;

6. Except as expressly authorized herein, disclose or discuss any matters concerning the meet and confer proposal with the news media from the date negotiations commence until the date and time set for hearing before the City Council.

7. Refuse to meet and confer in good faith with the employer;

8. Refuse or fail to comply with any provision of this section;

9. Coerce the employer in the selection of its agents for bargaining or resolving grievances.

10. Engage in any strike or organized work stoppage, slow-down, sick-out, or other similar activity.

B. The City, its management and its representatives, shall not:

1. Discriminate against an employee with regard to employee organization membership because of race, color, religion, creed, age, disability, sex or national origin;

2. Discriminate against an employee with regard to terms and conditions of employment because of the employee's membership status in an employee organization;

3. Obstruct, restrain or coerce any employee in the exercise of any right provided under this section;

4. Dominate or obstruct the formation, existence or administration of any employee organization;

5. Discriminate in regard to hiring, or any term or condition of employment in order to encourage or discourage membership in an employee organization;

6. Discharge or otherwise discriminate against an employee because he/she has signed or filed a petition, grievance or complaint or because an employee is forming, joining or choosing to be represented by an employee organization;

7. Obstruct, restrain or coerce any employee, elected or appointed City Official, representative of the employee organization, for the purpose of gaining a concession.

8. Except as expressly required herein or otherwise required by law, disclose or discuss any matters concerning the meet and confer proposal with the public or the news media from the date negotiations commence until the date and time set for hearing before the City Council.

9. Refuse to meet and confer in good faith with the representative selected by a designated employee organization;

10. Refuse or fail to comply with any provisions of this section;

11. Coerce the employee organization in the selection of its agent for meeting and conferring or adjustment of grievances.

12. Engage in any "lock-out" or similar action to restrict the rights of the members of any employee organization to continue to perform their existing employment obligations.

C. Except as expressly authorized herein, solicitation of members, dues, and other internal employee organization business shall be conducted only during non-duty hours and shall not interfere with the work process. Employee organizations and employees shall not engage in, initiate, sponsor or direct a strike, work stoppage, slowdown, sick-out or other similar activity. Conducting any such prohibited practice shall result in the immediate revocation of the designation as an authorized employee representative, ineligibility to be recertified for two years and ineligibility for payroll deductions of dues for a like period of time. Any employee who engages in any prohibited practice may be subject to disciplinary action, including termination.

3.7.12 Personnel Rules – Amendment conditions

Whenever the personnel director or the merit systems board or the city manager consider submittal of personnel rules to the mayor and council, each designated employee organization shall be given notice of the intent to submit those rules and an opportunity to comment upon them. The employee organization comments shall be considered prior to city council consideration. Submittals by the employee organization shall also be filed with the city clerk as a public record. The employee organization may also submit to the mayor and council its written exceptions to any recommendations and the council shall consider the exceptions prior to taking final action. Also, prior to taking final action, the each designated employee organization shall be given an opportunity to state its position to the mayor and council. In the event of any conflict between the City's personnel rules and an approved Memorandum of Understanding, the Memorandum of Understanding shall prevail, with regard to the employees included within that employee unit.

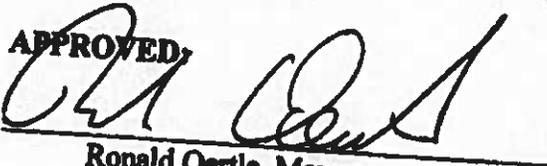
3.7.13 Memorandum of Understanding

Each designated employee organization shall enter into a Memorandum of Understanding with the City to implement the provisions of this Article. Any such Memorandum of Understanding must be consistent with these provisions and will become effective upon approval by the mayor and council.

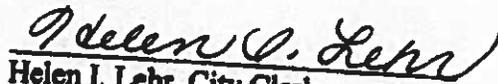
All Ordinances, parts of Ordinances, Resolution and parts of Resolutions in conflict with the provisions of the Ordinance, or any part hereof, are hereby repealed.

If any section, subsection or portion of the Ordinance is for any reason held to be invalid or unenforceable by the decision of any court or competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

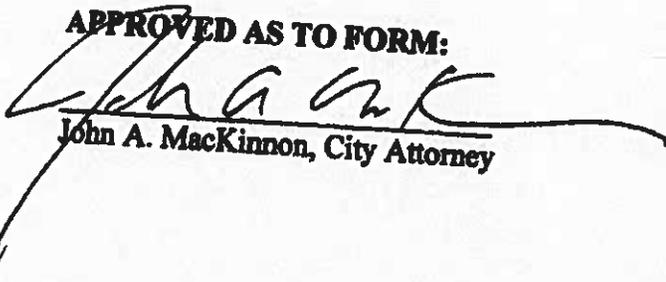
PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee, this 6th day of September 2005.

APPROVED

Ronald Oertle, Mayor

ATTEST:


Helen I. Lehr, City Clerk

APPROVED AS TO FORM:


John A. MacKinnon, City Attorney



AGENDA ITEM NUMBER 4

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: _____

Regular Special

DATE ACTION SUBMITTED: <u>1/10/17</u>	
REGULAR <input checked="" type="checkbox"/>	CONSENT <input type="checkbox"/>
TYPE OF ACTION:	
RESOLUTION <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>
FORMAL ACTION <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A UNIFORM, SUPPLY, AND TRAINING REIMBURSEMENT AGREEMENT	

FROM: Elda E. Orduño, City Attorney

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the use of the Uniform, Supply, and Training Reimbursement Agreement for all new employees

DISCUSSION:

The cost to train, provide uniforms, and other resources to new employees is not only an investment the City makes to ensure the public health and safety of its citizens, but also an investment the City is proud to make in its new employees. Because the City invests substantial dollars in new employees, it must protect those investments.

The proposed Uniform, Supply and Training Reimbursement Agreement is designed to protect the City's investment in new employees. The Agreement requires that new employees commit to working for the City of Bisbee, in their assigned departments, for a minimum of two years from their date of hire. As such, the Agreement ensures that the City gets a positive return on its investment.

Under the Agreement, should an employee choose to leave his or her employment with the City before two years have passed since the date of hire, the employee agrees to reimburse the City for the monies invested by the City in the employee for training, uniforms, meals, lodging and other resources, as described in the Agreement. This ensures that the City does not lose its entire investment should the employee choose to leave the City before two years from his or her date-of-hire.

FISCAL IMPACT:

DEPARTMENT LINE ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by:

Elda E. Orduño, City Attorney

Reviewed by:

Richard J. Marsh, City Manager



UNIFORM, SUPPLY, & TRAINING REIMBURSEMENT AGREEMENT

This Training, Uniform, & Supply Reimbursement agreement ("Agreement") is entered into by and between the City of Bisbee ("City") and _____ ("Employee").

WHEREAS, the City has offered to provide certain outside training and money for uniforms, training, certifications, and other work-related supplies to Employee, which the City believes will enable Employee to provide valuable services on behalf of the City to its citizens;

WHEREAS, the City is providing such uniforms, supplies, certifications, and training to Employee in anticipation of Employee continuing to work for the City for at least two (2) years so that the City may recover some of the benefit of the investment made in the training;

WHEREAS, the City and Employee recognize that this Agreement is not intended to constitute any type of employment agreement or guarantee of continued employment;

WHEREAS, the undersigned Employee understands that the City would not provide such uniforms, supplies, certification assistance, and training unless Employee intended to continue to work with the City and agrees to reimburse the City in the event that Employee voluntarily terminates his/her employment prior to two (2) years from the date the City hired Employee;

NOW, THEREFORE, in consideration of the premises and the promise stated below, the undersigned Employee agrees that:

1. The City intends to provide uniforms, supplies, certification assistance, and training to Employee to enable Employee to complete the duties and meet the essential functions of their employment position;
2. If Employee voluntarily terminates their employment with the City within two (2) years following the date of hire, Employee agrees to reimburse the City for the costs of the uniforms, supplies, certification assistance and training the City has incurred.
 - a. The costs incurred by the City on behalf of Employee for uniforms, supplies, and training will be determined by using official receipts, invoices, actual salary and overtime costs of persons covering the absent Employee, and/or other supporting documents supplied by the City and/or the service or training provider. Costs for uniforms and supplies shall include uniform allowances and other monies provided to Employee, and the cost of all other specialized equipment provided to Employee that Employee does not return, or that cannot be used by another employee. The training costs incurred shall include but are not limited to registration and supply fees, salary and overtime costs paid to employees who provide coverage for the Employee's normal work schedule, reimbursed transportation costs to and from the training site, food, lodging, and any other costs or expenses directly related to the training incurred by the City. The total cost will be computed on Exhibit 1, and shall be supported by copies of all receipts, invoices, and other appropriate documentation. Employee is credited for a full month of service on the 15th day of each calendar month.

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3. If Employee voluntarily terminates his/her employment with the City due to extenuating circumstances that are beyond his/her control before the two years from date of hire have passed, the City Manager, with the agreement of the Employee's Department Director, may waive the Employee's obligation to reimburse the City under this Agreement. Extenuating circumstances may include, but are not limited to, the need for the Employee to relocate to another area because his/her military spouse has received orders to move or a medical condition that requires the Employee to relocate to another city or state for medical care, whether it be for himself/herself or a family member in his/her care.

4. This agreement shall be cancelled two (2) years following the date of Employee's hire or if Employee is involuntarily separated from employment with the City.

5. Employee expressly authorizes the City to deduct the reimbursement amount owed under the terms of the Agreement from any compensation owed by the City to Employee at the time of or immediately following Employee's voluntary termination of Employee's employment. Any such deduction will comply with federal and state laws. Employee shall promptly pay to the City the full balance of any amount owed that is not deducted from compensation.

6. Employee may request that a subsequent employer of Employee pay the amount owed to the City by Employee, but Employee shall remain personally liable until the entire amount owed is paid in full.

7. Employee agrees to sign such further documents, if any, requested by the City to confirm the precise sum of the amount owed by Employee to the City following notice by Employee to the City of Employee's voluntary termination of employment.

8. Employee understands and agrees that any books, computer discs, CDs, original certificates, programming keys, and other documents, lists, catalogs, and information of any kind received in connection with the training remains the property of the City and must be surrendered upon termination of employment.

9. This Agreement shall be construed under the laws of Arizona.

10. If any provision or part of a provision of the Agreement is finally decided to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not possible, it shall be deemed deleted from this agreement as though it had never been included herein. In either case, the balance of any such provision and of the Agreement shall remain in full force and effect.

Employee's Printed Name

Employee's Signature

Date Signed

Witness Signature

Date of Hire

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Attach copies of all receipts, invoices, or other supporting documents, if applicable.

REGISTRATION FEES..... \$ _____

TRANSPORTATION COST..... \$ _____

FOOD COST..... \$ _____

LODGING COST..... \$ _____

SALARY AND OVERTIME COSTS TO COVER EMPLOYEE'S SHIFTS..... \$ _____

OTHER:

	\$	
	\$	
	\$	
	\$	

TOTAL: \$ _____

EMPLOYEE'S NAME: _____ DATE: _____

SIGNATURE

CITY OF BISBEE'S DEPARTMENT
DIRECTOR SIGNATURE:
