

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
BISBEE FIREFIGHTERS 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 18, 2023. 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 news bulletins.
  - 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 18, 2023, subject to the prior approval by both the City Council and the BFFA, and shall remain in effect until June 30, 2025, 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 an alternative 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 proving 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 18, 2023 employees who obtain and maintain Arizona certification as an emergency

paramedic shall be entitled to an 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 18, 2023, firefighters who are required to wear uniforms will receive an allowance of \$850 each fiscal year.

#### **ARTICLE 12**

##### **COMPENSATION AND BENEFITS**

1. Effective July 18, 2023, 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 18, 2023, 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. 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 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.

#### **ARTICLE 16**

##### **HEALTH, WELLNESS AND FIRE SERVICE CANCER INITIATIVE STANDARDS**

1. The city will provide gym membership dues in the amount of \$20.00 per month per employee who utilizes the service to support firefighter health, wellness, and physical fitness for the job.

2. The city and fire department personnel will follow all cancer initiative standards set forth in A.R.S. § 23-901.09, to include maintaining Station 81 and 82 to current NFPA station standards to mitigate possible cancerous exposure from the apparatus bay to living quarters.

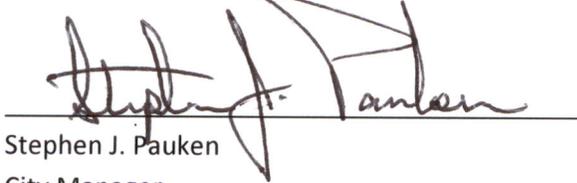
ACKNOWLEDGED AND APPROVED THIS 19TH DAY OF JULY 2023.

CITY OF BISBEE



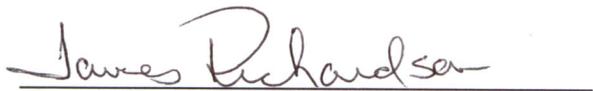
Ken Budge

Mayor, City of Bisbee



Stephen J. Pauken

City Manager



James Richardson

Fire Chief

BISBEE FIREFIGHTERS ASSOCIATION



Gustavo Campillo

BFFA President, L-2146



Michael Bidon

BFFA Vice President, L-2146