



**SEDONA FIRE DISTRICT
GOVERNING FIRE BOARD**

February 20, 2024



Sedona Fire District

2860 Southwest Drive, Sedona, Arizona 86336
Telephone (928) 282-6800 FAX (928) 282-6857

REGULAR BOARD MEETING

Station #1 – 2860 Southwest Drive – Sedona – Multipurpose Room
Tuesday, February 20, 2024 / 4:00 PM

~ AGENDA ~

Join Zoom Meeting

<https://sedonafire.zoom.us/j/89102189713?pwd=V0lvMFk4cG5WQjRIQmpuT1BMM1NwUT09>

Meeting ID: 891 0218 9713

Passcode: 215186

Dial by your location

- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US

I. CALL TO ORDER/ROLL CALL

- A. Salute to the Flag of the United States of America and Moment of Silence to Honor all American Men and Women in Service to Our Country, Firefighters, and Police Officers.

II. EXECUTIVE SESSION

- A. Possible vote to go into Executive Session for legal matters pursuant to ARS §38-431.03(A)(3) re:
Notice of Claim.

III. RECONVENE TO PUBLIC SESSION

- A. Discussion/possible action: Possible direction to staff re: legal advice pursuant to Notice of Claim.

IV. BUDGET WORKSHOP

- A. Discussion of possible staff direction regarding the 2025 Budget.

V. REGULAR BUSINESS MEETING

- A. Public Forum:

1. Public Comments

2. Executive Staff Response to Public Comments

- B. Consent Agenda – Discussion/Possible Actions:
 1. January 16, 2024 Regular Meeting Minutes

- C. Financial Report and Updates –Director of Finance Gabe Buldra
 1. Discussion/Possible Action: Review and Approval of January 2024 Finance Report

- D. Staff Items:
 1. January 2024 Monthly Staff Report
 - a. Administration Updates – Director of Administrative Services Heidi Robinson
 - i. News and Upcoming Events

 - b. Operations Activities – Assistant Chief Jayson Coil
 - i. Significant Events
 - a. All-Hazard
 - b. Emerging Issues
 - ii. Human Resources
 - a. Staffing
 - b. Promotions
 - c. Significant Issues
 - iii. Telecom
 - a. Outages
 - b. Major Projects

 - c. Community Risk Reduction Activities – Division Chief Dori Booth
 - i. Inspection Activities
 - ii. Fire Investigations
 - iii. Notable Events
 - iv. Fire Marshal Safety Message

 - d. Operational Support – Division Chiefs Lechowski & Baker
 - i. EMS Activities and Updates
 - ii. Fleet Activities and Updates
 - iii. Training Report

 - e. Fire Chief Report – Fire Chief Mezulis
 - i. Call Volume & Response Review
 - a. Incident Summary and Year-to-Date Comparison
 - b. Station Responses

c. Response Times

- ii. Purchases over \$10K
- iii. Social Media Engagement
- iv. Community Thanks & Appreciation

E. Discussion/Possible Action: To enter into an MOU with Verde Valley Fire District and partnering agencies to submit for an AFG grant.

F. Discussion/Possible Action: Discussion/possible action to review and sign IAFF Local 3690 and ASEA labor MOUs.

G. Discussion/Possible Action: Discussion and verbal approval for Fire Chief to represent SFD in conversations with City of Sedona regarding Station 4 property use proposals.

H. Board Member Items:

- 1. Discussion: Board Member's Fire District Related Activities Since the Last Board Meeting.



CONSENT AGENDA

January 16, 2024 Regular Meeting Minutes



Sedona Fire District

2860 Southwest Drive, Sedona, Arizona 86336
Telephone (928) 282-6800 FAX (928) 282-6857

REGULAR BOARD MEETING

Station #1 – 2860 Southwest Drive – Sedona – Multipurpose Room
Tuesday, January 16, 2024 / 3:00 PM

~ MINUTES ~

I. CALL TO ORDER/ROLL CALL

Pursuant to notice, a regular meeting of the Sedona Fire District (SFD) was called to order by Chairman Dave Soto at 3:02 PM on Tuesday, January 16, 2024. Executive Assistant, Kim Smathers, recorded the minutes. A quorum was present, and the meeting, having been duly convened, was ready to proceed with business.

Board Present: Dave Soto – Chairman; Helen McNeal, Clerk; Janet Jablow, Scott Springett, and Corrie Cooperman – Members Others Present: Fire Chief Ed Mezulis; Assistant Chief Jayson Coil; Division Chief Buzz Lechowski; Fire Marshal Dori Booth; Finance Director Gabe Buldra, JVG; Lydia Hunter, BeachFleischman Auditors; Attorney William Whittington; and Executive Assistant Smathers - Recorder.

A. Salute to the Flag of the United States of America and Moment of Silence to Honor all American Men and Women in Service to Our Country, Firefighters, and Police Officers.

Chairman Dave Soto led the Pledge of Allegiance and Chief Ed Mezulis requested a Moment of Silence for the 7 Police Officers and 2 firefighters who passed away since the previous Board Meeting.

II. POLICY WORKSHOP

A. Session One, with discussion of updated policies for the Board and general administrative policies for SFD.

Chief Mezulis introduces his procedure for reviewing and editing policy documents. There is a lot of discussion on how and whether this procedure will work with Chairman Soto having reservations. Technical difficulties were experienced with Zoom cutting in and out, but the recording continued as needed.

Mr. Whittington gives the Board further information on delegating the standard operating and administrative procedure creation, along with warnings about getting to far into the weeds with the policies and letting the subject matter experts use their delegated powers, as intended.

Chief Coil summarizes the process, and all agree that the summary is concise and the process, as outlined, provides a way forward,

REGULAR BUSINESS MEETING

A. Public Forum:

*Speakers are limited to three-minute oral presentations, but may submit written comments of any length for Board files. **Board Members may not discuss items not specifically identified on the Agenda. Therefore, pursuant to ARS 38-431.01(H), Board action taken as a result of public comment is limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.***

1. **Public Comment**
2. **Executive Staff Response to Public Comments**

There were no requests to speak.

B. Consent Agenda – Discussion/Possible Actions:

All matters under Consent Agenda are considered by the Board to be routine (i.e., Minutes and/or signatory authority for bank accounts), and will be enacted by a single motion approving the Consent Agenda. If discussion is desired on any particular consent item, a Board Member may ask that item be removed from the Consent Agenda to be considered separately.

1. December 19, 2023 minutes.

Board Chairman Dave Soto made a motion to approve the Consent Agenda, Board Clerk McNeal seconded the motion, there was no further discussion and the motion passed unanimously.

2. Resolution 2023-02, Update Bank Signer Names, County General Fund

3. Resolution 2023-03, Update Bank Signer Names, Chase Bank Account

4. Update Authorized Signers for Yavapai County Funds

Chairman Soto directs the Board to not leave tonight without signing the necessary paperwork to remove Mr. McCarthy to be replaced with Member Cooperman.

C. Financial Report and Updates – Gabe Buldra, JVG

1. Discussion/Possible Action: Review and Approval of December 2023 Finance Report
Finance Director Buldra gave the monthly overview with tax collections trending ahead for the year, as well as non-levy revenues. Expenses are running under budget across the board, except for Communications and IT. New pads for Board members have been purchased.
Chairman Soto asked about PSPRS standing. Mr. Buldra noted that the Tiers 1 & II pension pool is the largest unfunded liability that the District currently has. Tier III is overfunded but is going to level out as older employees retire and leave the system. This is an affordable and sustainable amount for SFD and SFD may look to paying towards the system's liability as interest rates stabilize.

Chairman Soto stated it is good to know that the new regime has stabilized the volatility of the rate increases, etc. Chairman Soto moves to approve the December 2023 Finance Report as presented. Member Jablow seconded, there was no further discussion and the motion passed unanimously.

2. Discussion/Possible Action: Review and approval of 2023 Annual Comprehensive Financial Report (ACFR), Lydia Hunter, BeachFleischman

Mr. Buldra stated that as the Board has just received this information it may be tabled and still be within the timelines. Lydia Hunter shared the results of the audit, ending June 2023.

BeachFleischman is prepared to issue an unmodified (clean) audit. Single Audit because of the ARPA funds also unmodified opinion. No findings at all on a single audit. She continued to review the requirements and her slideshow. There were a couple of questions from Board members that Ms. Hunter was able to clarify.

Chairman Soto made a motion to approve the audit as presented, Clerk McNeal seconded, there was no further discussion and the motion to approve passed unanimously.

D. Staff Items:

1. **December 2023 Monthly Fire Chief Report –**

a. **Administration – Fire Chief Ed Mezulis**

Chief Mezulis presented the Administrative update. Audit was covered, got through the holidays. Payroll updates – do not have any currently.

b. **Operations– Assistant Chief Jayson Coil**

Human Resources Update

Twenty-three job descriptions are going out tomorrow for feedback and review. Wholistic approach to the process, rather than piecemeal.

Finished professional services agreement to RGS for wage compensation study.

Performance management is starting right now, to align with intent-based leadership strategies.

More to come on this process.

Clerk McNeal asked for updates on telecommunications. Chief Coil responded with detailing how the User IT support role will be training with the applications engineer and Bob to ensure coverage areas.

Chairman Soto asked about the performance management process and if the employee is happy where they are, is that taken into consideration? Chief Mezulis stated it will afford SFD to make

alignments to where they sit with current updates, software, etc. and to maintain proficiency and currency, as well as align with promotion if they wish.

c. **Community Risk Reduction – Division Chief Dori Booth**

Chief Booth reported that close to one hundred kids were helped with Bike Safety in December.

City of Sedona Winter Play Day, this past weekend. Staff from SFD made s'mores and assisted Parks & Rec. Blasting continues Forest Road and SR179, all is going well. Parking garage meetings have been re-initiated.

International Code Counsel demo of software. The 2024 Characterizations and CRR on the River next week.

Clerk McNeal asked about Life Safety Systems. Fire Suppression, vent hoods, and other items designed to assist people in escaping or fighting fire prior to arrival of fire safety personnel. Inspections are required, along with updates.

Safety Message- Winter Hiking. Short windows of winter hiking times. Be prepared.

Chairman Soto made a point regarding batteries. Chief Booth answered the phone and I admitted that my car battery was dead. My jumper cables were not in the condition that they should have been in. She was like a princess in shining armor.

d. **EMS, Safety, Development & Planning – Fire Chief Buzz Lechowski**

Jumper boxes that have cranks are great. Member Cooperman asked the name and several answered that automotive places have them.

New legislation in affect across the state requiring new tracking compliance. SFD, as well as every other agency in the State, have waivers until more is outlined and determined, such as seat belt changes. We are learning as we go. GPS tracking component leads to further requirements tracks mounted or dismounted personnel. More to follow in future

Chairman Soto asked about the tracking software and what is being required. Chief Mezulis stated that we already submit all our information to the State, but the data could be conflicting within reporting.

Behavioral Health-Peer support team is having training with Sedona PD, and other public safety agencies, with same oversight clinician later this month. These will be the same people we work with on the street to align practices, policies, etc. Our folks are using the resources.

e. **Suppression, Preparedness, and Performance – Chief Ed Mezulis**

DC Baker was off in Denver.

Regional Extrication training included Verde Valley and Cottonwood.

OSHA ISO training requirements.

Lexipol will become the model on how we migrate policies.

Hosted out last ISO class at Sedona Fire. Huge lift to make federal classes happen, re-evaluating necessity.

Continue to work on Captain's task boo,

f. **Fire Chief Report – Fire Chief Mezulis**

Record year, over five thousand calls for SFD this year. Member Cooperman asked about how the uptick is going? Chief Mezulis stated that a close eye is being kept on the numbers as ambulance usage may shift and growth towards Cottonwood,

The chief reviewed purchases over \$10K quickly as he wanted to address the station updates.

The Chief met with Slide Rock State Park last week and there may be an opportunity to swap pieces of land or infrastructure costs for the land necessary to build the new Station 5. There are technicalities and we continue to work together to accomplish a new Station 5. Slide Rock is evaluating needs assessment to determine infrastructure needs.

Regarding Station 4, GIS Specialist Spinelli drew up proposed Station 4 siting and the city wants to meet next week, so no updates on that this month.

E. Discussion/Possible Action: Review and possible approval/signature of Memoranda of Understanding for ASEA and Local 3690.

Chief Mezulis briefed that the contracts were late due to modifications and vetting by all parties. Up for Board signature with the agreed upon changes tonight. Further reading and review may be necessary and

could be tabled for next month. Chairman Soto had 2 questions; education charges change to National Standard? Chief Mezulis stated that it was the three state universities and was navigated between Chief Trautwein and the Board. Where is the matrix? Chief Coil stated the national number was close to the state universities. We can evaluate and modify. Chairman Soto would prefer the lesser of the two. Also, grievance process to level in which the Board becomes involved. Chairman Soto states that the Board is not trained to the level they should be and wants to know if there is another level before going to the State level? Chief Coil states that it could be before an administrative judge, but research needs to be done on the other levels. Clerk McNeal states her research shows that the Board should get them to an administrative judge, get the Board out of that.

Chairman Soto states that the agenda item be tabled until next meeting.

F. Board Member Items:

Scott Springett: Citizen concerned about insurance of building she is working in. The question was addressed by Chief Mezulis and Chief Booth. No plan, renewals are not being offered. Chief Coil states that California was the testing ground and insurance companies have left the state. As fire seasons get worse and losses go higher, the insurance companies will just leave.

Helen McNeal: the usual, signing checks. AFDA Conference last week, no GPS tracking, certificate of operation for hospitals. DC Lechowski addressed interfacility transports and how this applies, what criteria is necessary to obtain, etc.

Janet Jablow: Bill paying; got calls from neighbors about Eagle Vista Way & red curb outside of gate? Chief Booth addressed that Inspector Riddell is working with them on this, and per code it is okay.

Corrie Cooperman: Met with Chief Mezulis, highly informative. Review time more than usual with MOUs and handbook.

Dave Soto: Thank you's to your staff for working on policy review. Audit is years of audits to get to this point, consistently going through with minimal issues. The board enjoyed each other's company at Jablow's for dinner. My involvement with the District between Dori and I, explained earlier.

III. ADJOURNMENT

Chairman Soto adjourned the meeting at 6:02 p.m.

Helen McNeal, Clerk of the Board

SFD Multipurpose Room is accessible to the handicapped. In compliance with Americans with Disabilities Act, those with special needs, such as large print or other reasonable accommodations, may request them by calling 928-282-6800.

Posted by:

Date:

Time:

Financial Report

January 2024





Sedona Fire District
Monthly Financial Report

Monthly Financial Report – January 2024

Attached are the following for your information and review:

1. Balance Sheet as of January 31, 2024.
2. Summary of reconciled cash balances on January 31, 2024.
3. Income Statement of Revenues and Expenditures for January 2024, including budget to actual and year-to-date balances.
4. Graphs for January 2024.
5. Fixed Asset Additions and Disposals Schedule FY24.
6. Monthly Disbursement Report.
7. 12-Month Cash Flow.

Key points:

- Total Revenue for January is \$1,121,889 which is \$401,437 under budget.
 - Tax Revenue for January is \$877,427 which is \$377,675 under budget.
 - Non-Tax Revenue for January is \$244,462, which is \$23,762 under budget.
 - Ambulance revenue is under budget by \$92,136.
 - CPR revenue is over budget \$16,278.
 - CRR revenue is under budget \$10,819.
- Total Expense for January is \$1,596,637 which is \$186,626 under budget.
 - Personnel Expense is \$140,471 under budget, driven by less wages and associated benefit costs.
 - Vehicles & Equipment is \$10,262 under budget, driven by lower than anticipated vehicle maintenance and fuel costs along with timing of PPE purchases.
 - Meetings, Travel and Training is \$15,031 under budget, driven by timing of training costs.
 - Managerial Cost is \$26,902 under budget, driven by lower than anticipated professional fees related to ambulance billing and IT services.
- Year-To-Date Revenue for January is \$16,171,340, which is \$284,625 over budget.
- Year-To-Date Expenses for January is \$12,404,325 which is \$780,111 under budget.

Please contact the Finance Director with any questions or concerns regarding this report.

Sedona Fire District
Balance Sheet
As of January 31, 2024

	Jan 31, 24	Jan 31, 23	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
1000 · Bill.com Money Out Clearing	0.00	952.22	-952.22
1010 · Capital Reserves Fund	4,779,881.91	3,521,215.22	1,258,666.69
1050 · Chase - Operating Account	452,208.38	510,566.44	-58,358.06
1060 · Chase - Payroll Account	801,712.65	254,773.15	546,939.50
1070 · County General Fund	13,203,793.35	11,959,835.58	1,243,957.77
Total Checking/Savings	19,237,596.29	16,247,342.61	2,990,253.68
Accounts Receivable			
1200 · Accounts Receivable*	47,370.48	36,024.04	11,346.44
1202 · Ambulance Billings Receivable	563,332.92	394,076.49	169,256.43
1206 · Property Tax - Receivable	294,100.87	242,382.14	51,718.73
1270 · Lease Receivables	835,305.00	987,486.00	-152,181.00
Total Accounts Receivable	1,740,109.27	1,659,968.67	80,140.60
Other Current Assets			
12000 · Undeposited Funds	0.00	18,521.06	-18,521.06
1320 · Prepaid Expenses	146,844.59	67,020.59	79,824.00
1900 · Suspense	2,103.89	0.00	2,103.89
Total Other Current Assets	148,948.48	85,541.65	63,406.83
Total Current Assets	21,126,654.04	17,992,852.93	3,133,801.11
Fixed Assets			
1400 · Accumulated Depreciation	-15,285,043.75	-14,310,101.78	-974,941.97
1410 · Building and Other Improvements	9,296,601.64	9,230,946.20	65,655.44
1411 · Construction in Progress	85,706.13	0.00	85,706.13
1412 · Furniture and Equipment	7,188,480.33	6,231,117.15	957,363.18
1413 · Land	2,054,578.48	2,054,578.48	0.00
1414 · Vehicles	7,707,104.27	7,686,857.26	20,247.01
1450 · CIP	1,512,768.77	1,565,822.94	-53,054.17
1470 · Right to Use Asset			
1401 · Accum Depreci- Right to Use	-10,458.00	0.00	-10,458.00
1470 · Right to Use Asset - Other	119,624.00	119,624.00	0.00
Total 1470 · Right to Use Asset	109,166.00	119,624.00	-10,458.00
Total Fixed Assets	12,669,361.87	12,578,844.25	90,517.62
Other Assets			
1500 · Defer Outflows of Rsracs - ASRS	210,737.00	339,603.00	-128,866.00
1510 · Defer Outflows of Rsracs - PSPRS	9,743,953.00	9,751,158.00	-7,205.00
1515 · Defer Outflows Rsracs PSPRS Tr 3	293,325.00	204,782.00	88,543.00
1520 · Defer Outflows - PSPRS OPEB	89,576.00	55,671.00	33,905.00
1525 · Defer Outflows PSPRS OPEB Tr 3	3,257.00	879.00	2,378.00
1530 · Defer Outflows - ASRS OPEB	5,554.00	7,611.00	-2,057.00
1540 · Risk Pool Capitalization	231,080.00	173,310.00	57,770.00
1815 · Net Pension Asset - PSPRS Tr 3	35,355.00	61,360.00	-26,005.00
1825 · Net Pension Asset PSPRS OPEB	7,775.00	9,445.00	-1,670.00
1830 · Net Pension Asset ASRS OPEB	46,043.00	46,236.00	-193.00
Total Other Assets	10,666,655.00	10,650,055.00	16,600.00
TOTAL ASSETS	44,462,670.91	41,221,752.18	3,240,918.73
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
2000 · Accounts Payable	33,793.47	148,091.26	-114,297.79

Sedona Fire District
Balance Sheet
As of January 31, 2024

	Jan 31, 24	Jan 31, 23	\$ Change
Total Accounts Payable	33,793.47	148,091.26	-114,297.79
Credit Cards			
2003 · National Bank of Arizona Credit	25,759.29	39,882.71	-14,123.42
Total Credit Cards	25,759.29	39,882.71	-14,123.42
Other Current Liabilities			
2010 · Accrued Employee Leave	1,580,439.46	1,565,421.77	15,017.69
2011 · Accrued Payroll	230,405.10	0.00	230,405.10
2012 · Lease Purchase Liabilities	0.00	608.20	-608.20
2014 · Defer Inflows of Rsrcs - ASRS	159,774.00	399,034.00	-239,260.00
2015 · Defer Inflows of Rsrcs - PSPRS	1,915,187.00	4,696,305.00	-2,781,118.00
2017 · Federal PR Taxes Payable	-14,337.24	-96.67	-14,240.57
2018 · HSA Deduction	-6,082.00	4,719.58	-10,801.58
2019 · Insurance Premium Liabilities	115,626.11	29,792.46	85,833.65
2021 · Payroll Liabilities	2,101.18	4,013.99	-1,912.81
2022 · Retirement Payable	398,825.05	161,395.37	237,429.68
2023 · SUTA Tax Payable	1,443.34	0.00	1,443.34
2025 · Workers Compensation Liability	531.72	531.72	0.00
2027 · State Withholding Tax Payable	12,739.50	0.00	12,739.50
2049 · Defer Inflows of Rsrcs PSPRS T3	8,792.00	41,129.00	-32,337.00
2050 · Defer Inflows OPEB PSPRS	117,288.00	209,801.00	-92,513.00
2051 · Defer Inflows OPEB ASRS	30,171.00	39,952.00	-9,781.00
2054 · Defer Inflows PSPRS OPEB TR3	661.00	2,570.00	-1,909.00
2070 · Defer Inflow related to Leases	825,154.00	993,036.00	-167,882.00
Total Other Current Liabilities	5,378,719.22	8,148,213.42	-2,769,494.20
Total Current Liabilities	5,438,271.98	8,336,187.39	-2,897,915.41
Long Term Liabilities			
2052 · Net Pension Liab OPEB PSPRS	161,554.00	60,488.00	101,066.00
2053 · Net Pension Liab OPEB ASRS	750.00	1,938.00	-1,188.00
2200 · NBAZ Station Loan	0.00	107,275.60	-107,275.60
2201 · Net Pension Liability - ASRS	1,313,939.00	1,220,665.00	93,274.00
2202 · Net Pension Liability - PSPRS	26,242,437.00	22,757,643.00	3,484,794.00
2270 · Lease Liability	109,512.00	109,512.00	0.00
Total Long Term Liabilities	27,828,192.00	24,257,521.60	3,570,670.40
Total Liabilities	33,266,463.98	32,593,708.99	672,754.99
Equity			
3000 · Opening Balance Equity	5,149,965.20	5,149,965.20	0.00
3010 · Fund Balance	-2,425,262.92	-2,425,281.46	18.54
3200 · Unrestricted Net Assets	4,704,489.24	2,661,786.72	2,042,702.52
Net Income	3,767,015.41	3,241,572.73	525,442.68
Total Equity	11,196,206.93	8,628,043.19	2,568,163.74
TOTAL LIABILITIES & EQUITY	44,462,670.91	41,221,752.18	3,240,918.73

Sedona Fire District
Summary of Reconciled Cash Balances
 Period Ending 01/31/2024

	County General Fund	Capital Reserves	Chase Operating Account	Chase Payroll Account
	<u>1/31/2024</u>	<u>1/31/2024</u>	<u>1/31/2024</u>	<u>1/31/2024</u>
Beginning Balance	12,984,377.45	4,760,417.66	393,003.68	1,171,191.59
Cleared Transactions				
Checks and Payments	(1,165,280.13)	-	(552,160.40)	(1,519,478.94)
Deposits and Credits	1,174,875.62	19,464.25	611,365.10	1,150,000.00
Total Cleared Transactions	<u>9,595.49</u>	<u>19,464.25</u>	<u>59,204.70</u>	<u>(369,478.94)</u>
Cleared Balance	<u>12,993,972.94</u>	<u>4,779,881.91</u>	<u>452,208.38</u>	<u>801,712.65</u>
Uncleared Transactions				
Checks and Payments	(16,603.60)	-	-	-
Deposits and Credits	226,424.01	-	-	-
Total Uncleared Transactions	<u>209,820.41</u>	<u>-</u>	<u>-</u>	<u>-</u>
Register Balance as of 01/31/2024	<u>13,203,793.35</u>	<u>4,779,881.91</u>	<u>452,208.38</u>	<u>801,712.65</u>

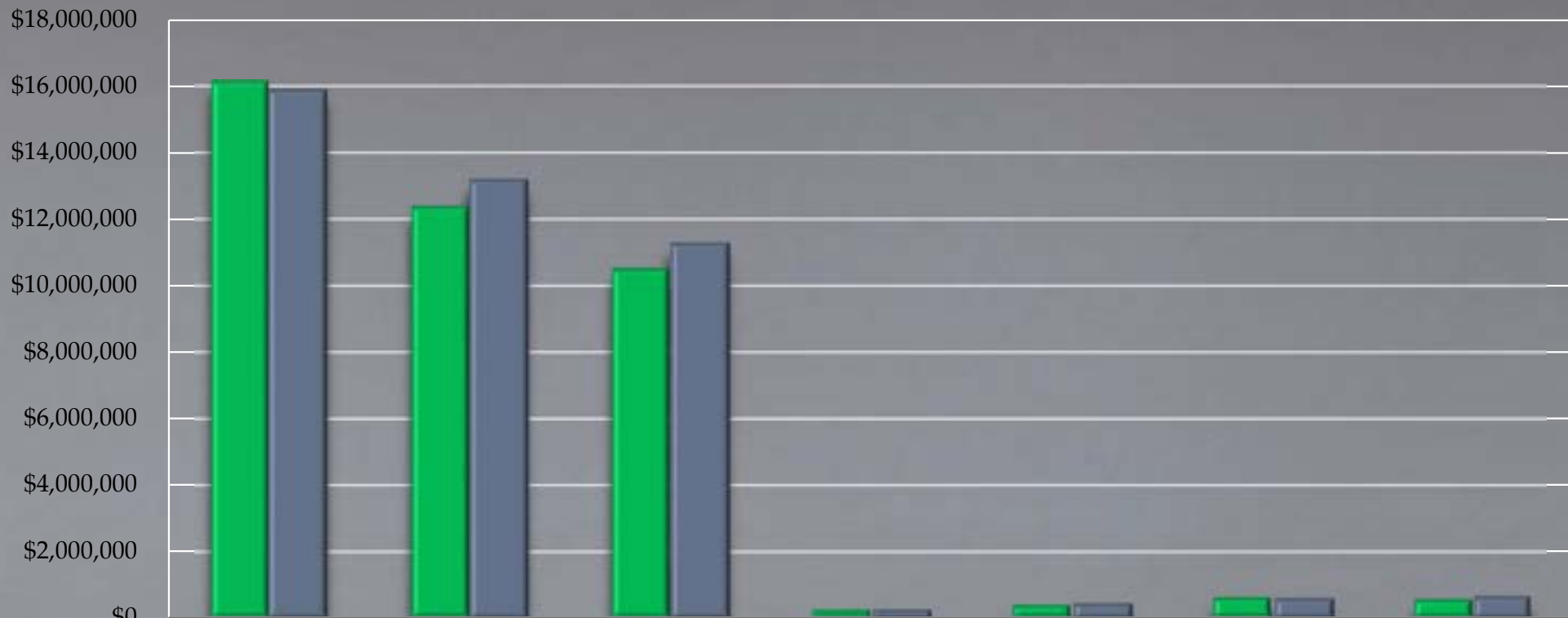
Sedona Fire District Profit & Loss Budget Performance January 2024

	Jan 24	Budget	\$ Over Budget	Jul '23 - Jan 24	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income							
4001 · Tax Levy Revenue	877,426.64	1,255,102.00	-377,675.36	13,772,454.60	13,634,147.00	138,307.60	19,874,119.00
4100 · Non-Tax Levy Revenue	244,462.13	268,224.00	-23,761.87	2,398,885.54	2,252,568.00	146,317.54	3,968,693.00
Total Income	1,121,888.77	1,523,326.00	-401,437.23	16,171,340.14	15,886,715.00	284,625.14	23,842,812.00
Gross Profit	1,121,888.77	1,523,326.00	-401,437.23	16,171,340.14	15,886,715.00	284,625.14	23,842,812.00
Expense							
5001 · Personnel Cost	1,424,267.61	1,564,739.00	-140,471.39	10,538,211.75	11,271,802.00	-733,590.25	18,937,414.00
6001 · Building & Land	39,112.80	30,226.00	8,886.80	250,290.74	247,582.00	2,708.74	398,712.00
6101 · Vehicles & Equipment	45,777.78	56,040.00	-10,262.22	405,248.52	430,060.00	-24,811.48	710,200.00
6300 · Communications	61,072.15	63,918.00	-2,845.85	631,931.89	589,810.00	42,121.89	909,396.00
6401 · Meetings, Travel & Training	6,639.98	21,671.00	-15,031.02	181,002.45	195,479.00	-14,476.55	333,829.00
7001 · Managerial Cost	19,767.17	46,669.00	-26,901.83	397,639.38	449,703.00	-52,063.62	750,019.00
Total Expense	1,596,637.49	1,783,263.00	-186,625.51	12,404,324.73	13,184,436.00	-780,111.27	22,039,570.00
Net Ordinary Income	-474,748.72	-259,937.00	-214,811.72	3,767,015.41	2,702,279.00	1,064,736.41	1,803,242.00
Net Income	-474,748.72	-259,937.00	-214,811.72	3,767,015.41	2,702,279.00	1,064,736.41	1,803,242.00

January 2024



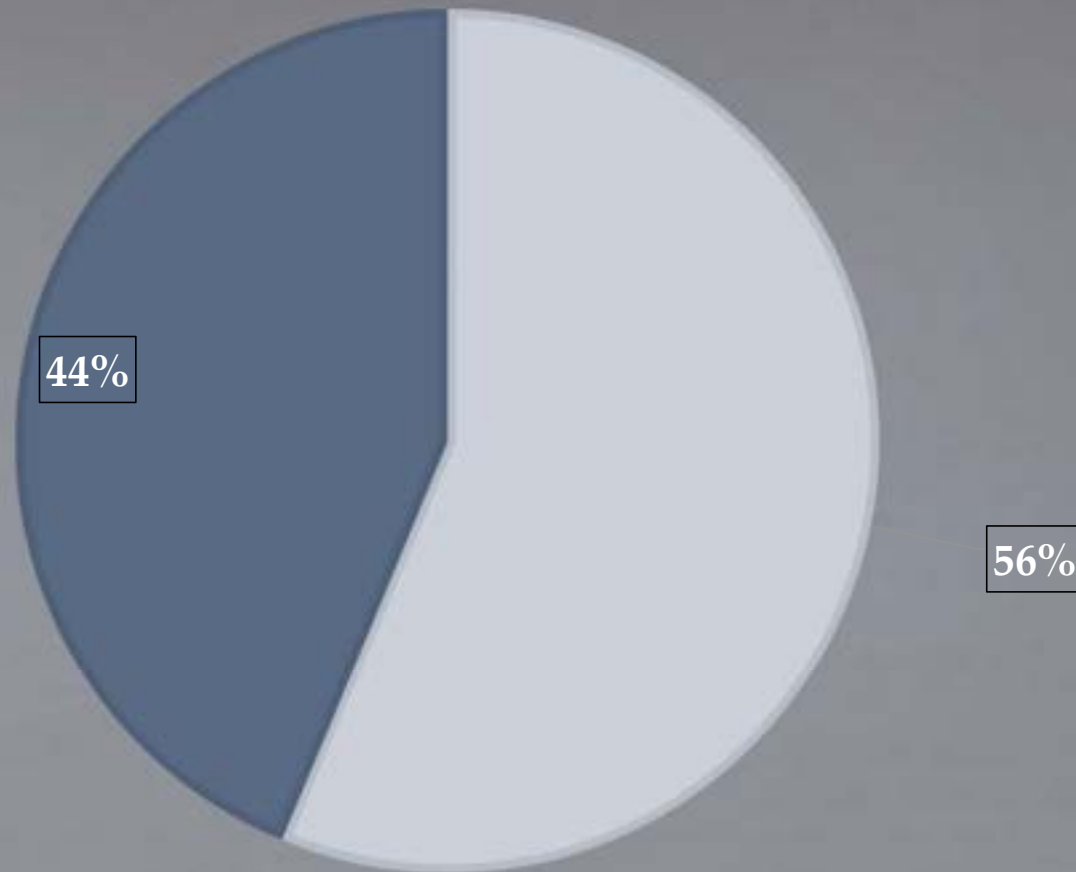
Fiscal Year to Date Budget to Actual



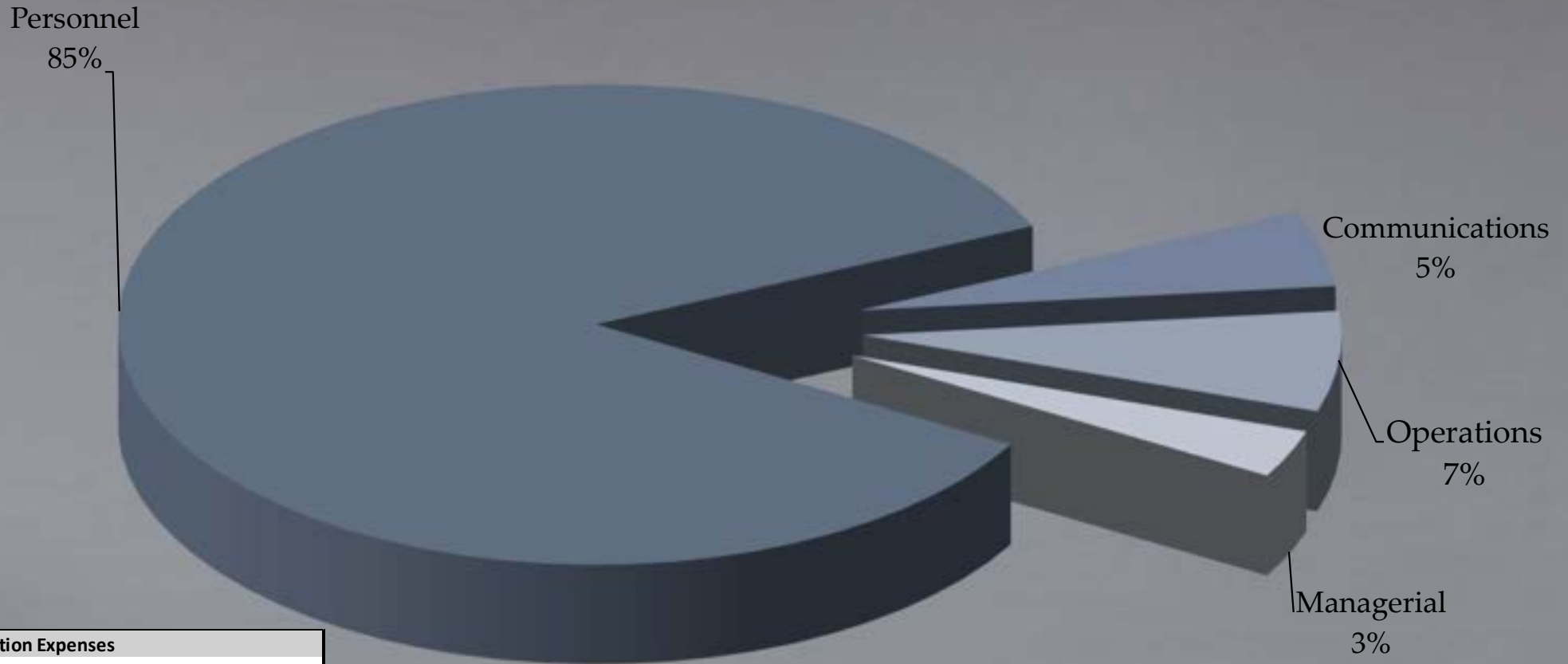
	Revenue	Total Expenses	Personnel	Building & Land	Vehicles & Equipment	Communications/I.T.	Managerial
Actual	\$16,171,340	\$12,404,325	\$10,538,212	\$250,291	\$405,249	\$631,932	\$578,642
Budget	\$15,886,715	\$13,184,436	\$11,271,802	\$247,582	\$430,060	\$589,810	\$645,182
Budget to Actual Var	\$284,625	(780,111)	(733,590)	2,709	(24,811)	42,122	(66,540)

YEAR TO DATE EXPENSES AS PERCENTAGE OF BUDGET

Actual YTD Budget Remaining

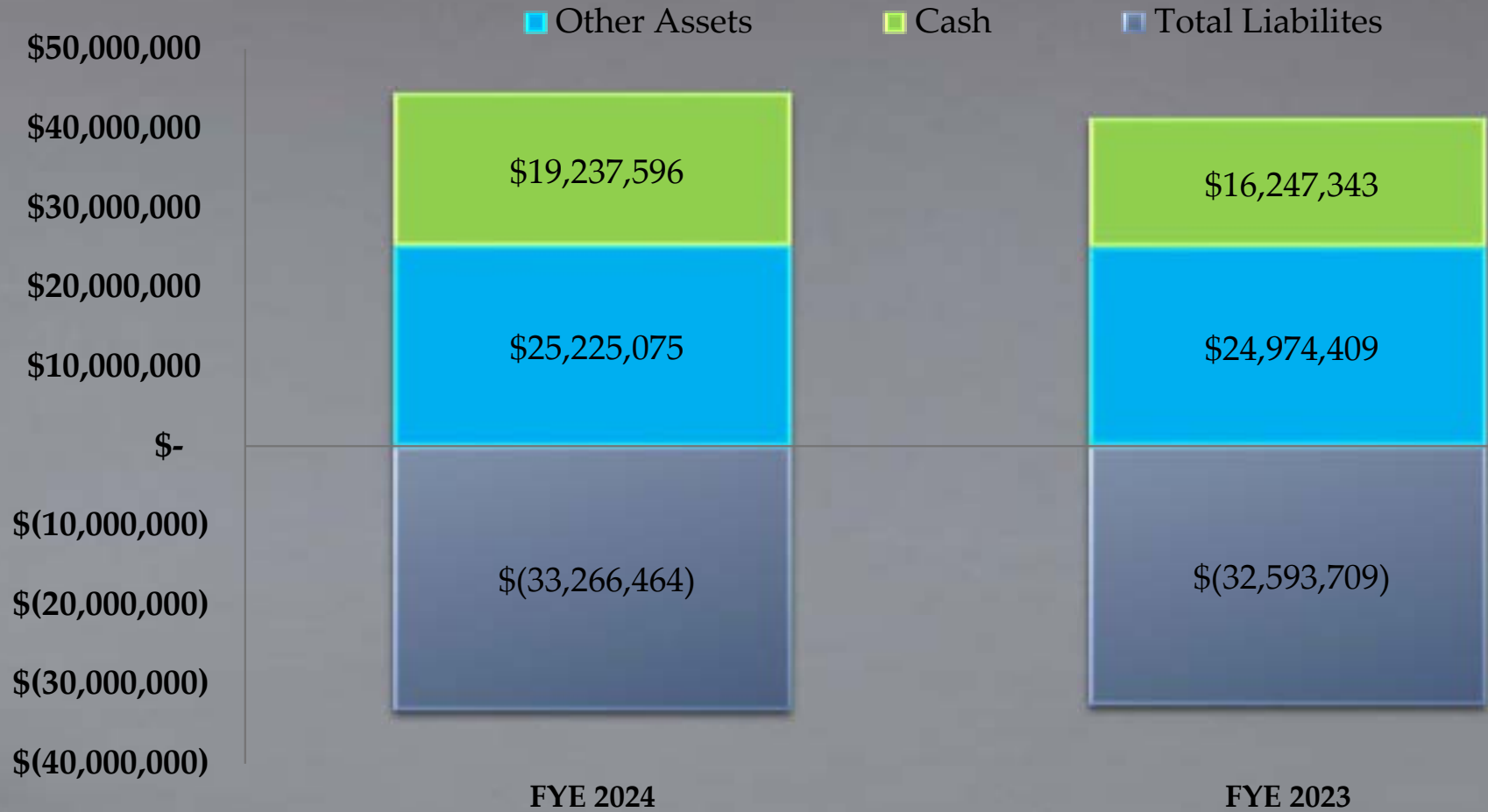



Percentage of Expenses Year to Date



Function Expenses	
Salaries and Wages	81.21%
Operations	11.10%
Communications	2.27%
Managerial	5.42%

Cash Position





**DIVISION
BRIEFINGS &
UPDATES**

ADMINISTRATIVE SERVICES – HEIDI ROBINSON

- Website Updates
- Annual Awards Celebration – March 15
- Job Description Reviews





OPERATIONS

ASSISTANT CHIEF JAYSON COIL

OPERATIONS

SIGNIFICANT EVENTS

ALL-HAZARD

EMERGING ISSUES

HUMAN RESOURCES

STAFFING

PROMOTIONS

SIGNIFICANT ISSUES

TELECOMMUNICATIONS

OUTAGES

MAJOR PROJECTS

OPERATIONAL SUPPORT- Division Chief Buzz Lechowski



- EMS UPDATES
- FLEET UPDATES
- DISPATCH
- BEHAVIORAL HEALTH UPDATES



Training Division Report February 2024



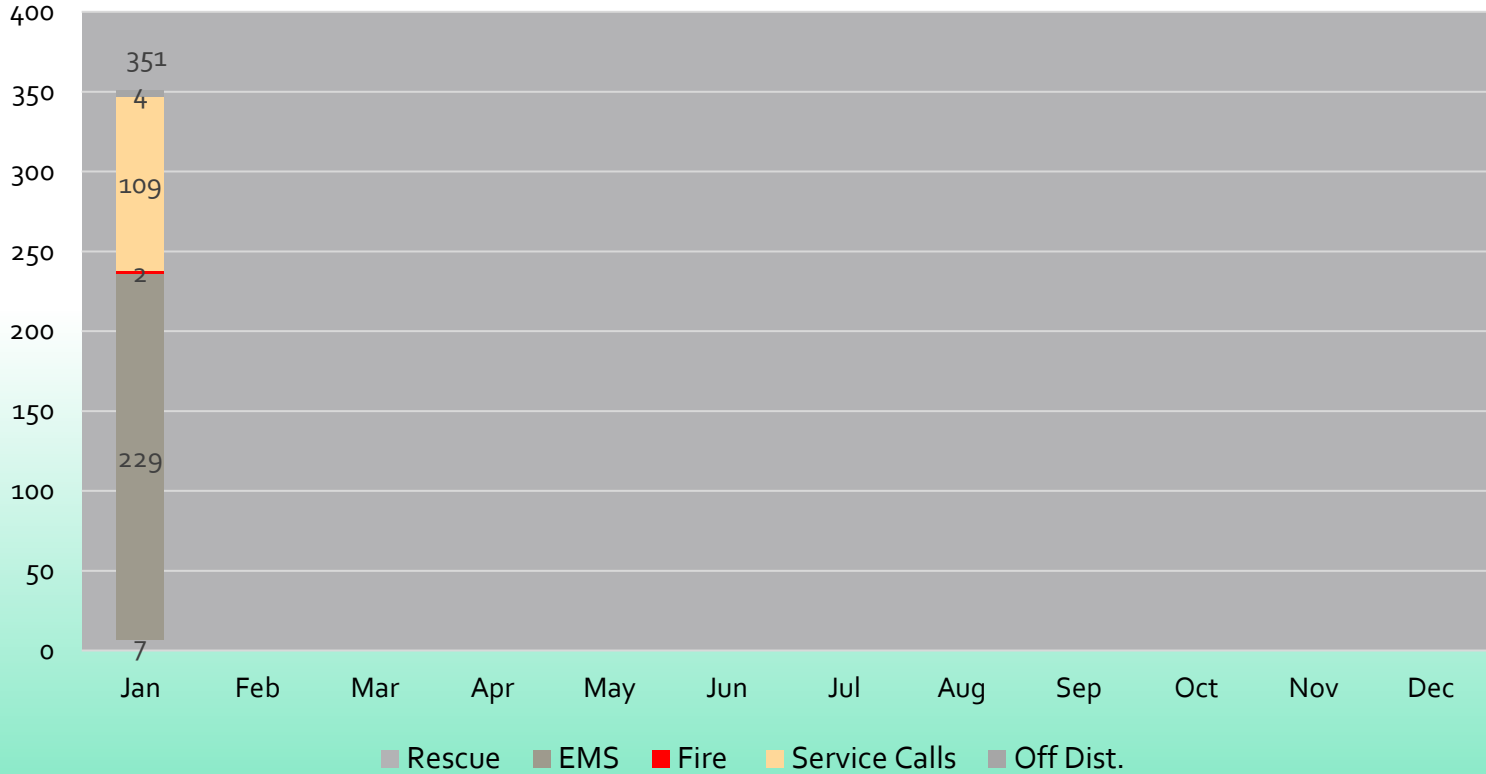
- Captain position Task Book reviews complete. 1 new billeted Captain to move-up.
- 6-month probationary FF evaluation complete.
- MCS evaluations set for this month for all companies in the district.
- Looking at sending 1-2 individuals to NFPA 1403 (Live Fire Instructor) class next month.
- Career Fair 03/01/2024 at SRRHS.
- Mandatory administrative Driver's Training course completed.
- Working on a comprehensive budget to ensure all training mandates and district requirements are met in FY25.

A night-time photograph of a fire scene. A large fire truck is visible on the left side of the frame, with its emergency lights flashing. The scene is illuminated by the truck's lights and other emergency lights, creating a dramatic, high-contrast environment. The background shows a dark, wooded area with some trees and a fence. The overall atmosphere is one of an active emergency response.

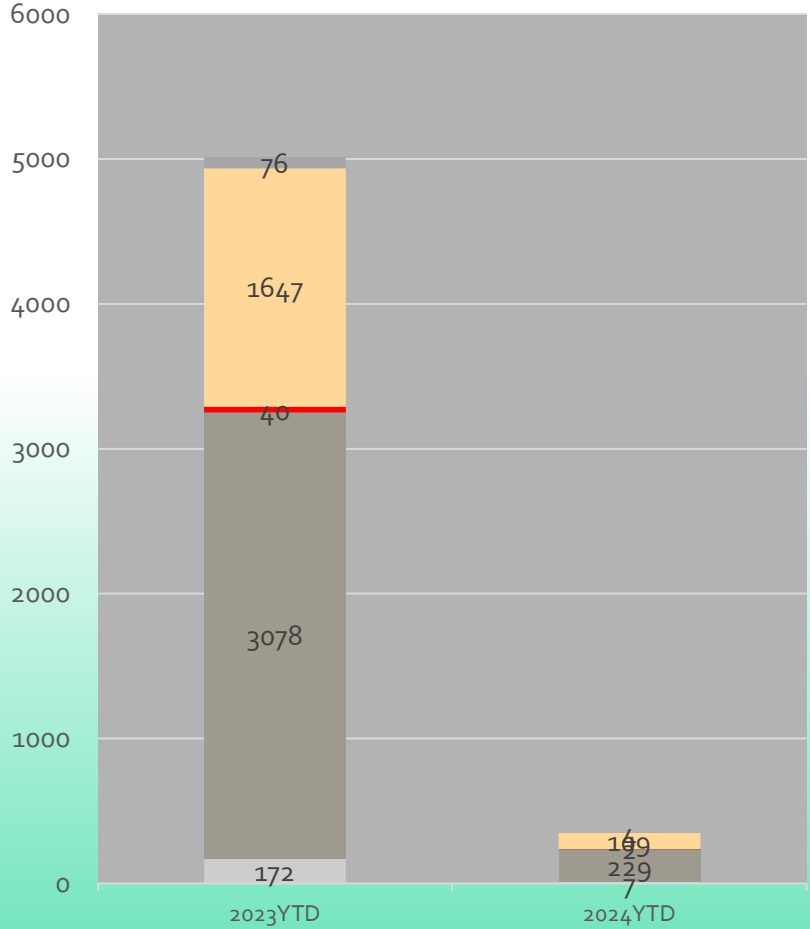
**CHIEF'S REPORT
— FIRE CHIEF ED
MEZULIS**

THE INCIDENT SUMMARY PROVIDES AN OVERVIEW OF THE NUMBER OF CALLS FOR EACH MONTH AND THE TYPE OF INCIDENTS. A YEAR-TO-DATE COMPARISON OF THE PRIOR YEAR IS PROVIDED TO VIEW HOW SFD'S CALLS ARE TRENDING FROM THE YEAR PRIOR.

2024 Monthly Incident Summary

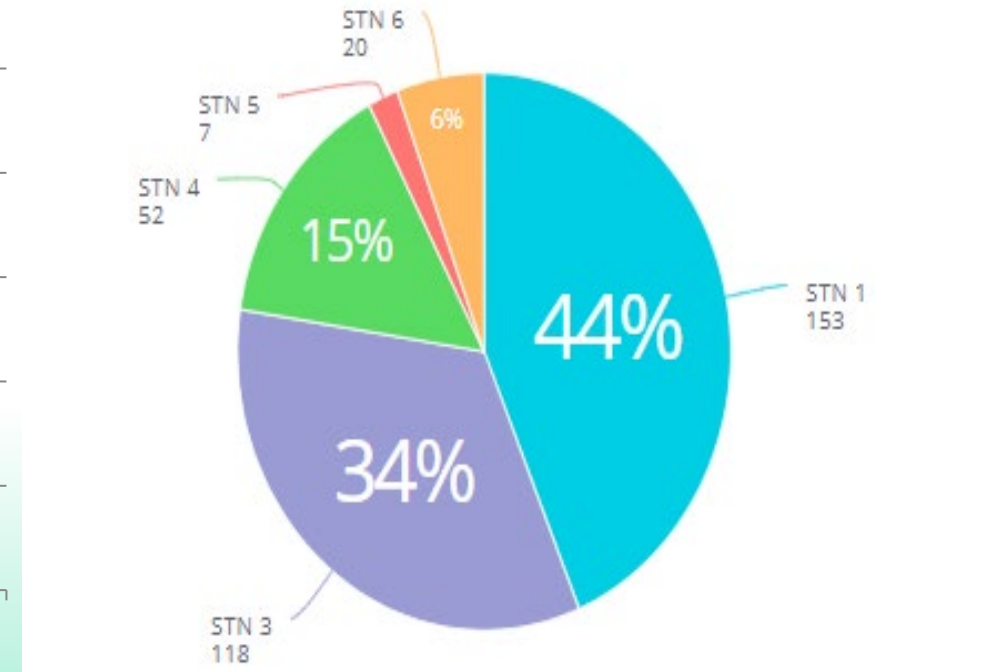
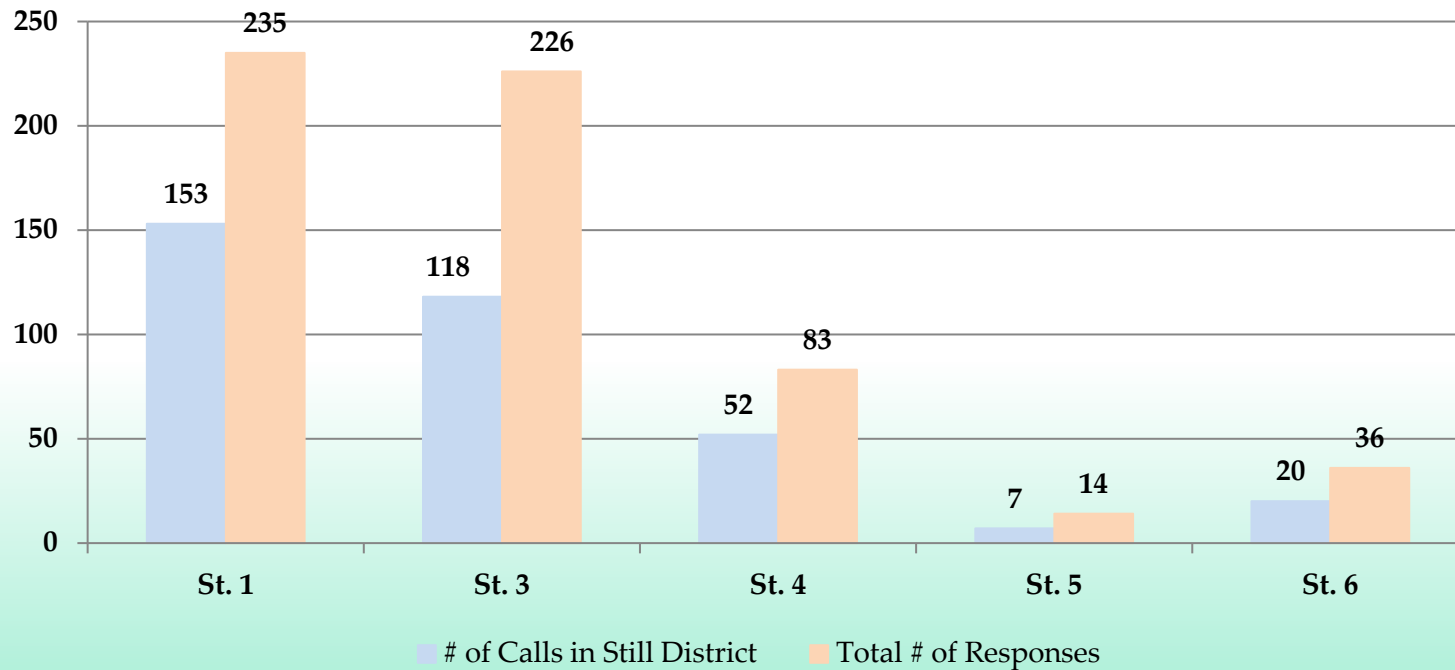


YTD Totals



THE CHART SHOWS THE TOTAL NUMBER OF CALLS RECEIVED IN EACH STATION'S RESPONSE AREA, COMPARED TO THE TOTAL NUMBER OF CALLS TO WHICH EACH STATION'S CREWS RESPONDED. STATION CREWS NOT ONLY RESPOND TO THEIR OWN AREA, BUT, WHEN NEEDED, TO OTHER AREAS OF THE FIRE DISTRICT.


Responses by Station
January 2024



Emergency Responses

Dispatch Handling Time	Turnout Time	Unit Travel Time	Total Response Time
Median of Dispatch Notified Alarm Handling Time 00m:42s 90th Percentile Dispatch Time 01m:16s	Median Turnout Time 01m:46s 90th Percentile Turnout Time 03m:01s	Median Travel Time 03m:42s 90th Percentile Travel Time 08m:51s	

Specific Ambulance Times

Ambulance Total EMS Emergent Response Time	Total EMS Ambulance Road Time
	Median Total EMS Ambulance Road Time 01h:31m:30s 90th Percentile Total EMS Ambulance Road Time 02h:47m:59s



PURCHASE ORDERS OVER \$10K

HVAC Co.	\$11,022
HVAC Co.	\$13,997
ESRI	\$17,600

Dear Chief Matzeles!

I want you to know how grateful I am for the help I received from three of your firemen. The help was not a fire related need, it was help to a woman stranded on 89A in the turn lane on a rainy afternoon stalled with no gas and traffic whizzing by on both sides of the turn lane.

I was so scared, embarrassed, and scolding myself for not one but two times. One no gas in my car and two a cell phone that charged. Feeling shamed and teatful, not knowing what to do when, to my surprise

a door dash driver had turned around and stopped to help and at that same moment a marked fire van driving by immediately with lights flashing stopped on coming traffic on 89A when the other fireman with the door dash driver pushed the car across 89A to the parking area of twice Nice thrift shop

— 10 minutes later a fire staff of fire station # 4th with gas for my car arrived, and I was so overwhelmed by the goodness of these men. I quite thank to the men. These are men you certainly be proud of

Please Chief Matzeles thank your wonderful crew. The Mike + Todd for coming to my rescue—

I will always remember their kindness and help—

Thank you and your fellow crew for the service and help you provide for our community—

(Blessings)

Sheila K. Dean

COMMUNITY SUPPORT & APPRECIATION

On Sunday, February 4th at around 3 PM I fell while hiking with my husband on the Airport Loop Trail. It turned out I had a broken knee cap. I was completely unable to walk. A team from your EMS came out and evacuated me. I can't recall any of their names because I was in a bit of shock at the time but I wanted to reach out to thank them and to tell you what a great job they did. They were so kind and professional and did such an incredible job of getting me out of a rough spot. The paramedic was so thorough and communicative. I would so much appreciate it if you could figure out who they were and either send me a contact email - or just pass my gratitude on to them. You should all be really proud of what a great team you have working out there.

With deep appreciation,
Barbara

Dear Sedona Fire Family,

I feel incredibly grateful & blessed that, on Dec. 4th around 10AM, I was at your station.

I don't remember a whole lot from that day. What I do remember, is feeling safe & among friends.

From the bottom of my heart, Thank You. Thank you for all that you did for me & thank you for all that you do.

If you see me at the academy or during fire season, please come up to me so I can shake your hand (or give you a hug)

Sincerely,
Krista Simoneau
(the red card lady)

Thank-you card from RunSedona for SFD assistance with February 4 half-marathon event.





**SEDONA FIRE DISTRICT
GOVERNING FIRE BOARD**

February 20, 2024

MEMORANDUM OF UNDERSTANDING (MOU)
AFG REGIONAL GRANT AWARD YEAR 2023

PARTIES:

COPPER CANYON FIRE AND MEDICAL DISTRICT
SEDONA FIRE DISTRICT
VERDE VALLEY FIRE DISTRICT

EIN#:
EIN#:
EIN#: 86-0288864

Verde Valley Fire District shall act as the host department in applying for the Grantee Award Year 2023 Assistance to Firefighters Regional Grant (“AFG Grant”) on behalf all PARTIES. If awarded, the AFG Grant would be utilized to replace twenty-two (22) cardiac monitors / defibrillators between the PARTIES. If a grant is awarded, the parties hereto agree that a formal addendum will be drafted and signed between the parties to specify the division of any award and the specifics of same prior to the distribution of any awarded funds.

As part of the requirement for the AFG Grant, the Fire Chief or authorized official of the PARTIES is required to sign all documents being provided. PARTIES agree to their portion of the 10% match, should the AFG Grant application be successful and the grant awarded.

It should be noted that the PARTIES can modify the language of the AFG Grant document if FEMA modifies the scope of work and/or makes adjustments to the amount awarded.

The PARTIES acknowledge and agree that all their respective activities related to the AFG Grant process and administration shall comply with federal Environmental Planning and Historic Preservation Compliance (EHP) regulations, laws, and Executive Orders as applicable, and any other requirements set forth under the AFG Grant website at <https://www.fema.gov/grants/preparedness/firefighters>.

IN WITNESS WHEREOF, the PARTIES have executed this MOU as of the dates written below.

Copper Canyon Fire and Medical District

By: _____
Chair of the Board

By: _____
Clerk of the Board

Approved as to form: _____
Legal Counsel

Sedona Fire District

By: _____
Chair of the Board

By: _____
Clerk of the Board

Approved as to form: _____
Legal Counsel

Verde Valley Fire District

By: _____
Chair of the Board

By: _____
Clerk of the Board

Approved as to form: _____
Legal Counsel

Sedona Fire District

**IAFF Local 3690
Sedona Chapter**

MEMORANDUM OF UNDERSTANDING

July 1, 2023 June 30, 2025



PREAMBLE	6
STATEMENT OF INTENT	6
PURPOSE	6
DEFINITIONS	7
Article 1 – General Expectations	10
1.1 Meet and Confer Expectations	10
1.2 Productivity Discussions	10
1.3 RBO / Labor-Management Process	10
Fire Labor-Management Correlating Committee	10
Relationships By Objectives (RBO) Process	11
Conducting Business	11
Representation at Meetings	11
Committee Creation	11
1.4 SOPs, SAPs and Employee Handbook Review and Implementation	12
Article 2 – Labor/Management Rights	12
2.1 Governing Board Rights	12
2.2. Management Rights	13
2.3 Union Rights	14
2.4 14	
Unit Members' Rights	14
Article 3 – Labor / Management Grievance & Arbitration Provision	15
3.1 General Provisions	15
3.2 Grievance Procedure	16
3.2.1 Request for Informal Resolution	16
3.2.2 Level I Formal Grievance	16
3.2.3 Level II Grievance	17
3.2.4 Level III Mediation	17
3.2.5 Level IV Governing Board Hearing	18
Article 4 – Prohibited Practices	18
4.1 Prohibited Employer Practices	18
4.2 Prohibited Union Practices	19
4.2.1 Penalty for Prohibited Practices	20
Article 5 – Compensation / Wages	20
5.1 Hours	20
5.2 Calculating Hours Worked	20
5.3 Overtime Calculations	20
5.3.1 Full-time Overtime Calculations	20
5.3.2 Wildland Fires Overtime Calculations	21
5.4 Administration of Wages/Compensation	21

5.5 Paramedic Compensation.....	21
5.6 Out of Rank Compensation.....	22
5.6.1 Temporary Assignment.....	22
5.6.2 Eligible to Act Out of Rank	22
5.7 Call Back Compensation.....	22
5.8 Holiday Compensation.....	23
5.8.1 Calculating Holiday Compensation for Hours Worked on a Holiday.....	23
5.9 Flex Day/ Comp Time Option	24
5.9.1 Flex Time	24
5.9.2 Comp Time	24
5.10 Pension Plans	24
5.11 Shift Trades	24
5.12 Post-Employment Health Plan (PEHP)	25
OPERATIONAL GROUPS.....	25
OPTIONAL GROUPS.....	26
5.12.1 PEHP / Annual Sick Leave Buy-Out	Error! Bookmark not defined.

Article 6 – Benefits27

6.1 Sick Leave Accrual	27
6.1.1 Probationary Employees Sick Leave Accrual.....	28
6.1.....	28
.2 Annual Sick Leave Accrual- Conversion to Vacation Leave.....	28
6.1.3 End of Employment Sick Leave Buy-Out	28
6.1.4 End of Employment Sick Leave Buy-Out Split Payment of Agency Separation	28
6.2 Vacation Leave Accrual.....	29
6.2.1 Vacation Leave Accrual Rates for SFD Years of Service Operational Employees (53 hour/week employees)	29
6.2.2 Vacation Leave Accrual (hired before January 1, 2013)	29
6.3 Guidelines for Vacation Leave.....	30
Utilization of Vacation Leave for Operational Employees:	30
Utilization of Vacation Leave for Administration and Support Services Employees:.....	30
Schedule maximum VL caps for 40 hour Administrative and Support Services staff	30
6.3.1 End of Employment Vacation Leave Buy-Out Split Payment of Agency Separation	31
6.4 Military Leave and Military Leaves of Absence.....	31
6.4.1 Paid Military Leave.....	31
6.4.2 Military Leave of Absence for Active Duty.....	32
6.5 Bereavement Leave.....	32
6.6 Funeral Leave.....	32
6.7 Pregnancy Leave / Temporary Reassignment	32
6.8 Jury Duty Leave/ Legal Appearance Compensation.....	33
6.8.1 Guidelines for SFD-Related Court Appearances or Depositions.....	33
6.8.2 Guidelines for Jury/Witness (Non-Duty Related) Duty Leave	33
6.8.3 Non-SFD Court Appearance	34

6.9 Professional Development	34
6.9.1 Guidelines for Post-Secondary Education Assistance	34
6.9.2 Education Payback Schedule	36
6.9.3 Education Leave.....	37
6.9.4 Grandfather Clause:	37
6.10 Sedona Fire District Association Release Time Bank	37
6.10.1 Eligibility for Utilization.....	37
6.10.2 Association Release Time Use.....	38
6.10.3 Donation Procedure	38
6.11 Deferred Compensation Plans.....	38
457 Plan:	38
457 Roth Plan:.....	39
AZ Public Safety 401(a) Plan:	39
6.12 Health Insurance	40
6.12.1 SFD Sponsored High Deductible Healthcare Plan Contributions	41
6.12.2 Out of Pocket Policy Limits.....	41
6.12.3 HSA / HRA Longevity Program	42
6.12.4 Employee Option to Opt-Out of Healthcare Coverage.....	42
6.12.5 Retiree Healthcare Benefits	42
6.13 Annual Physicals.....	43
6.14 Dental Insurance	43
6.15 Vision Insurance	43
6.16 Workers' Compensation	43
6.16.1 Guidelines for Workers Compensation	43
6.17 Long Term Disability Insurance.....	44
6.18 Life Insurance	44
6.19 Employee Assistance Program (EAP)	44
6.20 Uniform, Clothing and Equipment Allowance	45
6.20.1 Annual Uniform Allowance.....	45
6.20.2 Annual Incidental Expenses Allowance.....	45
6.20.3 Initial Hire Uniform Allotment	45
6.20.4 Cell Phone Reimbursement.....	45
6.21 Non-Discrimination Testing for Benefit Program.....	45

Article 7 – Station Bidding45

Article 8 – Prevailing Benefits46

Article 9 – Effective Date.....46

Article 10 – Saving Clause.....46

Article 11 – Attachments / Addendums47

11.1 Revisions, Amendments and Procedure.....	47
11.2 Termination.....	47
11.3 Attachments	47

MEMORANDUM OF UNDERSTANDING48
ATTACHMENT A.....Error! Bookmark not defined.
ATTACHMENT B.....Error! Bookmark not defined.2
ATTACHMENT C.....57
ATTACHMENT D.....6Error! Bookmark not defined.

IAFF Local 3690 Sedona Chapter Fiscal Years 2024-25

MEMORANDUM OF UNDERSTANDING

PREAMBLE

STATEMENT OF INTENT

This document intends to recognize the District's and employees' desire to dialogue, in good faith, on employment and benefits issues, while at the same time recognizing management and the District Governing Board's fiduciary obligations to its taxpayers. It is the Governing Board who has the ultimate authority in setting policy and making fiscal decisions affecting not only the taxpayers but the employees of the District. Matters requiring interpretation should be resolved with a focus on intent. The parties to this Memorandum of Understanding (MOU) understand and appreciate that not every circumstance can be dealt with directly in this document. It is understood and expected that there will be many opportunities where the intent behind this MOU will need to be applied to factual circumstances that were not directly addressed. When situations arise which may call into question, come into direct conflict with, or infringe upon the Governing Board's stated policies, statutory authority, or its obligations to the taxpayers of the District, those questions should be answered in favor of honoring the Governing Board's obligations in that regard, and referred to the Governing Board for consideration and clarification, when necessary.

PURPOSE

This Memorandum of Understanding (MOU) authorizes Sedona Fire District (SFD), employees, and their representatives, operating within the framework of the law, to reach agreement on matters relating to wages, hours, benefits, and working conditions.

DEFINITIONS

These words, terms, and phrases, when used in this MOU, shall mean the following:

Administrative/Support Personnel: Full-time, non-FLSA exempt employees. This may include operational staff who are assigned to a 40-hour a week position.

Days: For purposes of this MOU, “days” shall be considered “calendar” days.

Dispute: A disagreement regarding wages, hours, benefits, and working conditions between representatives of the SFD and representatives of employee organizations during the course of meeting and conferring.

Employee Organizations: Sedona-Verde Valley Firefighters Association Local 3690 Sedona Chapter or any organization of any kind, or in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning an employee benefit plan, or other matters incidental to employment relationships; or any employees’ beneficiary association organized for the purpose in whole or in part, of establishing such a plan.” (29 USCS § 1002)

Employee Representative: The Sedona-Verde Valley Firefighters Association Local 3690 Sedona Chapter, or his/her designee(s), Agent, or negotiation specialist, authorized to act on behalf of the employee.

Employer: Sedona Fire District, a political subdivision of the State of Arizona, acting through its Governing Board, or its duly authorized officers and agents working on behalf of SFD.

Employer Representative: The Fire Chief or his/her designee(s), agent, District attorney, or negotiation specialist, authorized by the Fire Board to act on behalf of the employer.

Executive Leadership Employee: Employees involved in formulating, determining, or effectuating SFD policies and having a significant role in employer-employee relations on behalf of the employer.

Fact-Finding: This is the resolution procedure conducted by an impartial third party with recommendations for settlement.

Fiscal Year: The budget term adopted by the SFD Governing Board, July 1st through June 30th annually.

Full-time Date of Service: The date an employee is hired or promoted to full-time employment with Sedona Fire District, thereby becoming eligible for the District full-time benefit package.

Full-time Employee: An employee scheduled to work at least 40 hours per week as an Administrative/Support employee, or 212 hours per 28-day work period as an Operational employee. Full-time employees are currently eligible for the District full-time benefit package. For some benefits, full-time may refer to fewer than 40 but at least 30 hours per week.

Grievance: Any dispute concerning the interpretation or application of this MOU.

Grievant: Any eligible unit member adversely affected by an alleged violation of the MOU.

Impasse: This is the failure of designated representatives of SFD and representatives of an employee organization to achieve agreement in the course of meeting and conferring.

Labor-Management Committee: Two representatives of the Sedona-Verde Valley Firefighters Association, Local 3690, Sedona Chapter; two representatives of the SFD Administration and Support Employees Association (if applicable); and two representatives of SFD management, as designated by the Fire Chief.

Mediation: The efforts of an impartial third party to assist in reconciling disputes. Topics may include wages, hours, benefits, and working conditions between SFD and employee organizations through interpretation, suggestion, and advice.

Meet and Confer: The performance of the mutual obligation of the SFD through its Governing Board, Fire Chief or his/her designee and representatives of the Union to meet at reasonable times, including meetings in advance of the budget-making process; and confer in good faith concerning wages, hours, benefits, and working conditions or any question arising thereunder, and the execution of a written Memorandum of Understanding embodying all agreements reached, but such obligation does not compel either party to agree to a proposal or the making of a concession.

Memorandum of Understanding (MOU): Written agreement arrived at by SFD and Union, which shall be presented to the SFD Governing Board and to the membership of the Union for appropriate action.

Operational Personnel: Full-time personnel who are typically assigned to work a 53 hour work week and whose primary responsibility is to provide emergency services.

Part-time Employee: An employee normally scheduled to work at least 20 hours but less than a 30-hour workweek on average. Part-time employees are currently ineligible for most District benefits.

Shift: A 24-hour period that begins at 0730 and ends at 0730 the following day.

Strike: The failure by concerted action with others to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, or concerted abstinence in whole or in part by any group of employees from the full, faithful, and proper performance of the duties of employment with the employer, or the concerted engagement in a work action to induce, influence, or coerce a change in wages, hours, benefits, working conditions, or terms of employment.

Tour: Two (2) consecutive shifts totaling a 48-hour period.

Union: Local 3690 Sedona Firefighters Association Sedona Chapter (IAFF).

Unit Member: Full-time operational employees of SFD or CRR who have elected to become

members of the IAFF; but shall exclude contracted, temporary, seasonal, reserves, or part-time employees.

Article 1 – General Expectations

1.1 Meet and Confer Expectations

It is the expectation that all parties will negotiate in good faith and with the purpose of mutual obligation of SFD through its Fire Chief or designee and the representatives of Local 3690. The parties will meet at reasonable times, including in advance of the budget-making process, and confer in good faith concerning wages, hours, benefits, and working conditions or any question arising thereunder. It is also an expectation for the execution of a written Memorandum of Understanding embodying all agreements reached. Still, such obligation does not compel either party to agree to a proposal or the making of a concession. The Meet and Confer process must be completed well in advance of the date set by law for tentative adoption of the annual budget. Meet and Confer includes the duty to submit any agreement reached on these matters to SFD for action according to this MOU. Representatives from the Local 3690 involved in the Meet and Confer process will be allowed to attend on duty, staffing permitting. Off-duty attendance is non-compensable.

1.2 Productivity Discussions

Recognizing the need to provide the highest practical level of fire protection and emergency medical service to the citizens of the Sedona Fire District, the Sedona Verde Valley Firefighters Association, Sedona Chapter, pledges to continue to work towards increasing the productivity of SFD. In a continuing commitment towards increased productivity, the joint Labor-Management Team shall meet regularly during the term of the MOU to discuss the development of structured productivity programs within the SFD.

The distribution of any demonstrated economic savings or other productivity rewarding measures resulting from the implementation of productivity programs shall be a proper subject for the Meet and Confer process, if legally appropriate.

1.3 RBO / Labor-Management Process

1.3.1 Purpose of RBO

The purpose of the Relationships by Objectives (RBO) committee is to enhance service delivery models and address public safety employee-related issues. The RBO process is done through the facilitation and open discussion of mutual concerns and problems, which may include: implementation of major department programs or substantial modifications of existing major programs that will have a significant impact on service delivery or work schedules. Items of concern are then enacted as initiatives to be accomplished over an appropriately established timeframe.

1.3.2 Fire Labor-Management Correlating Committee

There shall be a Fire Labor-Management Correlating Committee consisting of the Fire Chief and Sedona Chapter Vice-President, which provides direction and overall procedural authority

for the entire RBO / Labor-Management process.

1.3.3 Relationships By Objectives (RBO) Process

RBO Committees shall meet annually at mutually scheduled times, and at other mutually agreed upon times as necessary. The RBO Committee process consists of members of Labor and Management. Personnel who have been selected to participate based on interest and expertise. Each initiative mutually identified in the RBO process will consist of a Committee established with representatives from labor and management and facilitated by co-chairs. Sub-committees may be further developed to facilitate meetings to achieve goals as set forth in the agreed-upon initiatives. Throughout the year, Committees and Sub-Committees will meet regularly to accomplish their RBO initiatives.

1.3.4 Conducting Business

A standing agenda will be developed to maintain order and provide a focus for the meeting. The members shall, in advance of a meeting, provide the chairperson(s) with proposed additional agenda items, and the co-chairs will provide the members with the meeting agenda.

1.3.5 Representation at Meetings

- Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time.
- Chairpersons may establish sub-committees with proper representation from respective groups as necessary.
- The Sub-Committees may suggest recommendations to the Fire Chief for consideration and determination if appropriate.
- Members who are designated by the Fire Labor-Management Committee as participants at any level of the RBO/Labor Management process through a committee or sub-committee will work with management on the priorities determined through the RBO process. These initiatives pertain to enhancing operational efficiencies, service delivery, and improvements to employee safety and organizational performance.
- Unit Members who are designated by the Fire Labor-Management Committee as RBO/Labor-Management Committee Members will be eligible for compensation. These individuals will work with management on the priorities determined through the RBO process. These initiatives pertain to enhancing operational efficiencies, service delivery, and improvements to employee safety and organizational performance.
- Additional time/hours outside the employee's normal work shift used for researching, investigating, consulting, etc. for the Meet and Confer process are not considered to be hours worked and are not compensable, nor should the time incur backfill shift coverage.
- The Meet and Confer process will be utilized for any changes made to the policy that will impact the employee's wages, benefits, or working conditions.

1.3.6 Committee Creation

Any RBO committee established under this MOU shall, notwithstanding any provision to the

contrary, be discretionary in the judgment of the Chief and the Sedona Chapter Vice President. The Governing Board of the Sedona Fire District shall not be obliged or involved in the creation of any committee, establishing the membership of any such committee, or dictating to that committee its purpose or goals. No such committee shall have an obligation to report back to the Governing Board of the Sedona Fire District.

1.4 SOPs, SAPs and Employee Handbook Review and Implementation

New Standard Administrative Procedures (SAPs), Standard Operating Procedures (SOPs), SFD Employee Handbook, or major revisions to them by the District will be implemented following a two-week review by administrative managers, battalion chiefs, and two (2) representatives from each employee group, as selected by employee groups. This group will provide input on appropriate changes or newly designed SAPs, SOPs, and Employee Handbook revisions as draft documents are developed, with the Fire Chief having the exclusive right to establish and maintain department rules and procedures, as described in Section 2.2 of this MOU.

SFD has transitioned to an Employee Handbook for many of its business practices and expectations for employees. Each employee will be informed on how to access the Handbook, sign the required acknowledgments, and understand the expectations outlined in the Employee Handbook.

1.5 Significant SOP, SAP, or Employee Handbook Revisions

Any major modification of some or all SOPs, SAPs, and Employee Handbook, which pertain to unit members, will be done in accordance with the same review process outlined in Section 1.4. All additions, deletions, and modifications to policies and procedures, which affect unit members, will be done in collaboration between members of Management and Labor. Any changes that would affect wages, hours, prevailing benefits, and working conditions may require a separate RBO process of its own. In extreme circumstances, policy changes may be delayed until such time it can be discussed during the formal meet and confer process.

Article 2 – Labor/Management Rights

2.1 Governing Board Rights

The Governing Board is recognized as the exclusive policy-making body of SFD. None of its actions or decisions shall serve as a basis for, or be evidence of, any unfair labor act or other violation of this Meet and Confer MOU. The SFD Board and its agent are protected as to any policy, legislative or quasi-legislative act, or act by the Board in its quasi-judicial capacity.

No action may be taken against the SFD Governing Board, its Board members, or an employer representative while acting under the specific direction of the Governing Board as to the adoption or application of any policy, legislative, or quasi-legislative act, or any act by the Governing Board in its quasi-judicial capacity. Any such act by the Governing Board shall supersede any conflicting

provision of the MOU. The Board may come to an independent conclusion as to the appropriateness of any provision within the MOU, and the Governing Board's decision is final. The SFD Governing Board may terminate the Meet and Confer negotiations or this MOU with notice, under the circumstances it deems necessary and appropriate. All financial commitments or obligations of the District shall be subject to annual appropriation by the then sitting Governing Board. In the event that appropriation is not made, this MOU shall lapse.

2.2. Management Rights

It is the right of SFD to determine the purpose of each of its departments, sections, bureaus, and committees; set standards of service to be offered to the public; exercise control and discretion over its organization and operations; direct its employees; take disciplinary action; suspend or relieve its employees from duty because of lack of work or for 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 employer's operations are to be conducted. The Fire Chief shall inform SFD's employees, or authorized representatives of employee organizations, about the direct consequences that decisions on these matters may have on wages, hours, benefits, and working conditions. SFD has the right to take all necessary actions to maintain uninterrupted service to the community.

The Union recognizes that SFD 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 manner in which SFD's activities are conducted, managed, and administered. The Union recognizes the exclusive right of the Fire Chief to establish and maintain departmental rules and procedures for the administration of SFD during the term of Resolution #2014-05, and this MOU provided they do not violate any specific express provisions of Resolution #2014-05 and this MOU.

SFD and the Fire Chief have the exclusive right and authority to schedule work and/or overtime work based on the operational needs of SFD.

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 Unit members.

The Fire Chief reserves the right to discipline or discharge unit members for cause, pursuant to applicable regulations. SFD reserves the right to lay off personnel.

The Fire Chief shall determine assignments and establish methods and processes by which assignments are performed. Significant changes, for example, to hours, job descriptions, and working conditions, shall be discussed with union designees.

Except as otherwise specifically provided in Resolution #2014-05 and this MOU, SFD and the Fire Chief retain all rights and authority to which they are entitled by law.

SFD shall have the authority to reorganize, at its sole discretion, and shall first discuss such reorganizations with the Union.

The Union recognizes SFD has statutory and legal rights and obligations in contracting for matters relating to SFD operations, and those rights and obligations will supersede any conflicting provision of the MOU.

Any and all rights concerning the management, organization, and direction of SFD and its personnel, including those set forth in Resolution #2014-05 and this MOU, shall be exclusively the right of SFD and the Fire Chief unless otherwise provided by the express terms of Resolution #2014-05 and this MOU, as permitted by law. Therefore, the Union pledges cooperation in this matter to increase SFD efficiency and effectiveness.

In the event of an unforeseen financial dilemma that has the potential for impacting the current MOU, the Fire Chief, and employee association representatives will work together towards a mutually acceptable agreement in the best interest of the District.

Enumeration of the above rights is illustrative only and not to be construed as all-inclusive.

2.3 Union Rights

There can only be one official and exclusive employee organization for each employee group (i.e., Firefighters Union, Administration/Support Association) for purposes of meeting and conferring. Nothing in this MOU shall prohibit any unit member, not within an employee group represented by a designated employee organization from exercising any rights the unit member may have to meet with the Fire Chief consistent with personnel rules and regulations or any Fire Chief directive.

The Union shall have the right to monthly dues deductions if approved by the unit members of the organization.

Union representatives shall be released from duty to provide employee representation in a grievance hearing or disciplinary meeting with a unit member if release from duty does not significantly impact the District's ability to conduct operations.

Enumeration of the above rights is illustrative only and not to be construed as all-inclusive.

2.4 Unit Members' Rights

Unit members have the right to be represented by the Union at any meeting which could or will result in disciplinary action being taken against that member. The unit member will have one and one-half (1½) hours to obtain Union representation from the time of notification of meeting or a Union representative will be contacted with at least one and one-half (1½) hours' notice to be present at the meeting with the unit member. Unit members may have representation by an on-duty Union representative if that representative's attendance does not impact the current operational readiness of the District.

Unit members shall have the right to join and participate in an employee organization, or to refrain from joining or participating. A unit member shall not hold any elective or appointive

office in any employee organization until such an employee has successfully completed the probationary period following their initial employment.

Unit members are protected by the approved MOU, as well as SFD policies and procedures. The Governing Board affirms its policy that in matters not expressly covered by an approved MOU, decision-making authority shall rest with the Fire Chief unless otherwise provided by SFD policies and procedures or this MOU, upon subsequent interpretation by the Fire Chief or Governing Board, or applies only to the benefits and grievance portions of the policy.

Unit members shall have the right to be represented by the Union in the determination of wages, hours, benefits, and working conditions, and to be represented in any perceived discrepancy of the MOU.

Resolution #2014-05 does not prevent unit members from discussing his or her concern about the inconsistent application of an approved MOU in matters of wages, hours, benefits, and working conditions, in person or by legal counsel, with the employer, as long as the intent of this MOU and Resolution #2014-05 is not violated.

The Union shall have periodic membership dues deducted and collected by the employer from the salaries of those unit members who present signed cards, in a form satisfactory to the employer, authorizing the deduction of such dues. Such authorization cards may be presented to the employer in person, by mail, or through a representative. Dues shall be transmitted to the Union on a monthly basis. Dues deductions may be revoked by the unit member upon written notice of such revocation to SFD and the Union.

The Union shall not represent executive and management-level employees, i.e., Fire Chief, assistant chief, operations chief, battalion chief, division chief, division managers, nor shall such management employees take an active role in the policymaking activities of the Union, nor shall such management employees participate directly or indirectly in the Meet and Confer process except as representatives of SFD.

Enumeration of the above rights is illustrative only and not to be construed as all-inclusive.

Unit members have the right to participate or engage in activities on behalf of the Union, and the right to refrain from such activity. Unit members shall be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against the Union. Violations may necessitate disciplinary action based on current SFD policies and procedures.

Article 3 – Labor / Management Grievance & Arbitration Provision

3.1 General Provisions

- Every effort will be made by the parties to settle grievances at the lowest possible level.
- Until the final disposition of a grievance, the grievant shall comply with the directions of his/her immediate supervisor.
- No party to a grievance shall take any reprisals against the other party to the grievance

because the party participated in an orderly manner in the grievance procedure.

- The time deadlines set forth in the grievance procedure above shall be measured in calendar days.
- Failure of the grievant to adhere to the time deadlines shall mean the grievance is withdrawn. The grievant and Fire Chief may extend any time deadlines by mutual agreement.
- Every effort will be made to schedule meetings for the processing of grievances at times, which will not interfere with the regular workday of the participants. If any grievance meetings or hearings must be scheduled during duty hours, any unit member required by either party to participate as a witness or grievant shall be released from regular duties without loss of pay for a reasonable amount of time. Overtime is not provided for off-duty time except for witnesses required to testify by the Fire Chief.
- The Fire Chief and Union may agree to consolidate grievances at any level.

3.2 Grievance Procedure

3.2.1 Request for Informal Resolution

When a unit member has a problem or complaint regarding terms or rights set forth in this MOU, he/she shall first try to resolve the matter through discussion with the immediate supervisor within thirty (30) calendar days following the occurrence or knowledge of the event on which the grievance is based. Unit members waive the right to advance a grievance if not raised within such thirty (30) day period. The immediate supervisor shall respond within ten (10) days to the grievant. Any decision rendered shall be consistent with the authority to do so.

3.2.2 Level I Formal Grievance

If the unit member is not satisfied with the outcome of informal resolution, the unit member may initiate a formal grievance and submit to the Sedona Chapter President and / or designee. Such formal grievances must be initiated in writing within ten (10) days of the decision of the immediate supervisor in the informal resolution process. The Union shall respond to the grievant in writing within ten (10) days of receiving the formal grievance. If the Union intends to file a Level II grievance, they have ten (10) days after written notification accepting the grievance to file an official grievance (Level II).

3.2.2.1 Elements of a Formal Grievance

The written grievance shall include:

- A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance.
- Identify the level of the grievance being submitted.
- A specific explanation of how the grievant has been affected.
- The section of the MOU that is alleged to have been violated.
- A list of reasons why the immediate supervisor's proposed resolution of the problem is unacceptable.
- A list of specific actions requested by the grievant of the District, which will remedy the grievance.

- The signature of the grievant.

If the Union does not feel there has been a breach of the MOU, the unit member and/or members have the right to pursue their concerns without support or recognition by the Union.

Unit members who proceed with any grievance or complaint without Union representation may be subject to any policies that apply and may be accountable for their own actions.

3.2.3 Level II Grievance

If the Union or unit member grievant is not in agreement with the decision rendered by the immediate supervisor, the Union or unit member grievant shall have the right to file a formal written appeal to the Fire Chief within ten (10) days after the date a written decision is determined as outlined in the Level 1 process. The grievance shall include the elements listed in Section 3.2.2.1 and a description of why the grievant and Union believe the decision at the previous level(s) was not justified. The Fire Chief shall consider the grievance and submit a written response within ten (10) days of receipt of the grievance.

If there is a belief that further resolution is needed, either Labor or Management can suggest going to Level III Mediation. If the Union is not satisfied with the written response by the Fire Chief, the Union has ten (10) days to request Level III mediation for further resolution of the grievance.

3.2.4 Level III Mediation

The Union and SFD shall attempt to agree to a mediator. If no agreement can be reached, they shall request the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving public employees. Each party shall alternately strike a name until only one (1) remains. The remaining panel member shall be the mediator.

- If either the fire district or the Union so requests, the mediator shall hear the merits of any issue raised regarding the mediation potential of the grievance first. No hearing on the merits of the grievance will be conducted until the issue of mediation potential has been decided.
- The mediator shall, as soon as reasonably possible, hear evidence and render a decision on the issue(s). If the parties cannot agree upon a submission agreement, the mediator shall determine the issues by referring to the written grievance and the answers thereto at each step. A certified court reporter shall record the entire mediation hearing unless the parties mutually agree otherwise.
- The jurisdiction and authority of the mediator so selected and the opinions the mediator expresses will be confined exclusively to the interpretation of the express provision(s) of the MOU. The mediator shall be without power or authority to make any decision that requires SFD to do any act prohibited by law.
- After a hearing and both parties had an opportunity to make written arguments, the mediator shall submit written findings and decisions, which are presented to the Governing Board for approval.
- Fees and expenses of the mediator and court reporter shall be shared equally by SFD and the Union.

- Neither party shall be responsible for the expense of witnesses called by the other.

If both parties agree to skip Level III Mediation and go directly to the Governing Board to present the proposed grievance, they may do so.

The time requirements set forth in the grievance procedure above may be extended where management determines appropriate or necessary based on scheduling conflicts or conflicting responsibilities.

3.2.5 Level IV Governing Board Hearing

If either party is not satisfied with the Level III Mediation decision (unless mediation waived) and feels it is necessary to bring the matter to the Governing Board, they may do so.

The Governing Board shall include an agenda item at its next practical regular scheduled Board Meeting or at a special meeting to hear both sides' concerns (including the mediator's findings if applicable). The decision of the Governing Board shall be final. In the event a Governing Board meeting is scheduled for more than thirty (30) days from such time, they shall call a special Board meeting unless mutually agreed upon by all parties to have a Board meeting/hearing in greater than 30 days. In either case, the hearing must be heard within 60 days of submitting it to the Governing Board. Such submission shall be made to the attention of the Board Chair.

The Governing Board's decision shall be final and binding. This grievance procedure is the final remedy to resolve disputes, as described herein.

Article 4 – Prohibited Practices

While everyone is expected to work together for the common interest of providing Safe, Friendly, and Dedicated service, there are certain expectations from all parties who work together and are part of this Memorandum of Understanding.

4.1 Prohibited Employer Practices

The employer is prohibited from:

- Interference with unit member rights under this MOU.
- Domination of employee organizations.
- Discrimination against unit members for membership in the Union or for engaging in concerted activities permitted by this MOU or applicable law.
- Retaliation against unit members for invoking their rights under this MOU.
- Refusing to meet and confer with the Union, provided it shall not be a violation of this subsection for the employer to refuse to meet and confer about economic items after the date set by law for tentative adoption of the annual budget.
- Conducting a lockout unless required to protect and preserve the public peace, health, or safety of the SFD and its residents, or required by the SFD to enforce any violation of Resolution #2014-05, any MOU, or any applicable laws.
- Engaging in disputes between the Employee Group's leadership and its respective members

on internal matters unless requested in writing and agreed to by both parties.

4.2 Prohibited Union Practices

The Union is prohibited from:

- Soliciting members, dues, and other internal employee organization business during duty hours and interfering with the work process. This shall not be construed to prevent those working a shift at a fire station from discussing employee organization business other than soliciting members or dues if these discussions do not interfere with regular District activities. Union members will have the right for up to one (1) hour during the orientation process of newly hired eligible unit members for the purpose of introduction to 3690 and membership solicitation.
- Restraining or coercing unit members in the exercise of their rights under Resolution #2014-05 and this MOU.
- Causing the employer to unlawfully discriminate against any unit member.
- Refusing to Meet and Confer with the employer.
- Threatening, coercing or restraining any person with the object of forcing employer to recognize a union, forcing any person to stop doing business with employer, forcing employer to meet and confer with the Union member not authorized as a meet and confer agent, or forcing employer to assign work to a particular employee organization, trade, or craft.
- Causing an employer to pay for services not performed.
- Discussing negotiation matters with members of the SFD Governing Board from the time the Union submits their proposals, and extending up to the presentation of the Fact-Finding Committee's report to the Governing Board, as provided in Section 4 of Resolution #2014-05.
- The expression of any views, arguments, or opinions, or the dissemination thereof, whether in written, printed, graphic, or visual form, if such expression contains threat of reprisal or force or promise of benefit. Such expression shall not constitute or be evidence of any violation of any provisions of Resolution #2014-05 or this MOU if it contains no actual or perceived threat.
- Withholding, interrupting, or discontinuing the rendering of fire protection and emergency medical services to the community. The Union and their members covered by Resolution #2014-05 and this MOU recognize that to do so would endanger the health, safety, and welfare of SFD citizens, and so shall not cause same under any circumstances.
- Supporting, approving, or encouraging any strike, walkout/work stoppage, or other prohibited action. The Union shall disavow any strike, walkout/work stoppage or other prohibited action, and shall notify in writing all of its officers and representatives of their obligation and responsibility for maintaining compliance with these sections, including their responsibility to remain at work during any interruption that may be caused/initiated by others. Copies of such notification shall be delivered to the office of the Fire Chief. In addition, the Union shall order, both orally and in writing, all its members participating in a work stoppage to immediately return to work and cease the walkout/stoppage. Copies of the written order shall be delivered to the office of the Fire Chief. If unit members do not return to work, they shall be suspended from the Association. Any employee who participates in a work stoppage may be eligible for disciplinary action up to and including termination.
- Coercing an employee to join the Union.

- Interfering with the employer’s interaction with any employee who is not a unit member.
- Retaliating against any unit member for bringing to the attention of the employer any complaints or concerns the unit member has.

4.2.1 Penalty for Prohibited Practices

- Penalties or sanctions SFD may assess against unit members who violate this MOU shall include, but not be limited to:
 - Discipline up to and including termination of employment.
 - Loss of all compensation and benefits, including seniority, during the period of prohibited activity.
- Should the Union during the term of this MOU and until such time that it is expressly and legally rescinded, breach its obligations under this MOU, it is agreed all penalties set forth herein shall be imposed on the Union, in addition to other legal and administrative remedies available to the SFD that it may elect to pursue.
- Nothing contained herein shall preclude the SFD from obtaining judicial restraint or from seeking damages from the Union in the event of a violation of Resolution #2014-05 or this MOU.
- Nothing herein shall prohibit the Union from determining and maintaining its own rules for obtaining or retaining membership rights in the said organization so long as said rules do not bear upon any rights to employment with the employer.
- Written claims of violations of this section shall be adjudicated by a Fact-Finding Committee, utilizing the same process as described regarding Meet and Confer in Resolution #2014-05.

Article 5 – Compensation / Wages

5.1 Hours

Unit members assigned to Operations shall continue to average fifty-six (56) hours per week. Tours shall be forty-eight (48) hours in duration unless agreed upon in writing by the Union. Tours will consist of two (2) shifts, which are twenty-four (24) hours each. Unit members assigned to shift will work a 48/96 schedule. Unit members that may be assigned a position that works a 40-hour workweek will follow typical administrative hours.

5.2 Calculating Hours Worked

Hours worked are defined as all hours that you are on the schedule – on duty, vacation leave, sick leave, etc. and are factored into determining an employee's hours worked and any related FLSA pay benefits such as overtime.

5.3 Overtime Calculations

5.3.1 Full-time Overtime Calculations

All overtime hours will be calculated in accordance with FLSA regulations. Shift personnel who work hours that total over 212 hours per 28 day work period will be classified as overtime. 40-

hour employees will be compensated in overtime for hours worked over 40 in a workweek.

5.3.2 Wildland Fires Overtime Calculations

Operational personnel ordered to respond to a wildland fire incident will be compensated as outlined in the general provisions of the Cooperative Fire Rate Agreement. These employees will be paid at their regular hourly wage for the shift(s) they are assigned to the incident, and they will be paid at 1.5 times their regular hourly wage for all other hours worked on the incident – to include approved travel time to and from the incident.

Employee compensation will be based on the hours shown on the crew time report (CTR) that are approved by the Arizona Division of Forestry and Fire Management (DFFM) for payment. Normally, only hours approved by DFFM will be paid. Actual shift times (0730-0730) will be used for the purposes of calculating the appropriate compensable rate (regular versus overtime). SFD personnel do not receive hazard pay or other special incentive pay. Salaried employees will be compensated for all hours at their straight time rate (annual salary divided by 2080).

In both cases, “Rest and Recuperation” will only be compensated if it fits the criteria outlined in the current National Wildfire Coordinating Group Incident Business Management Handbook and is reimbursable by DFFM.

When issues caused by extended travel times when returning from assignment create a potential safety concern, consideration should be given to allowing additional time off to mitigate fatigue. If, after appropriate fatigue mitigation actions that ensure adherence to the 2:1 work/rest ratio has occurred prior to demobilization AND the travel distance and duration of travel contribute to a situation where SFD personnel may not be adequately rested, AND the length of assignment does not allow for compensable R&R AND the personnel are scheduled to work on return to SFD the Battalion Chief on duty may allow affected personnel to be placed off duty for a maximum of 8 hours to mitigate the fatigue. In this instance, the time off will not be charged to the incident or the individual’s leave balances.

5.4 Administration of Wages/Compensation

Effective July 1, 2023, the Board approved SFD Wage Scale shall be the pay plan for unit members and shall remain as such until June 30, 2025, subject to non-appropriation provisions of Section 2.1. The scale includes: a one-time 6.5% increase in base pay to all represented employees. Consideration of a COLA for FY2024 is subject to the discretion of the Governing Board in the FY2024 budget approval. Management agrees to complete a wage study for Fiscal Year 2024 wage comparisons. The applicable FY2024 wage scale will be added to the MOU as an addendum. Employees may refer to **Attachment B- Pay Scales for FY 2024**.

5.5 Paramedic Compensation

Unit members approved to provide paramedic level care will receive Paramedic incentive pay of \$2.50 an hour for firefighters, captains, and engineers. Paramedic incentive pay is not considered subject to COLA or CPI adjustments and will be dealt with as an individual stipend. The additional hourly compensation will be paid to the employee once they properly file their

State certification and associated documents with the training division upon successful completion of the hospital required mentorship program. This is required by the Fire District Medical Director in order to be authorized to work under his/her license as a paramedic. The member's base hourly wage will vary depending on the classification of the employee and the related job expectation/performance requirements. Paramedic differential is not intended to cover CEP state certification maintenance educational requirements or SFD-mandated EMS educational requirements.

- Time spent in class during regularly scheduled duty hours will be covered as training hours.
- For locally held training that begins at or before 0800 on a shift day or an off-going shift morning, drive time will be covered as training hours.
- Hours spent in class will be compensated. Meal breaks are not considered compensable hours.
- Travel time will not be compensated.

SFD will cover the cost of CEP and EMT refresher courses. Every effort should be made to find a course that is local to the Sedona area. When a course is offered in-house at SFD, the expectation is that EMTs/CEPs will attend these courses.

5.6 Out of Rank Compensation

5.6.1 Temporary Assignment

When a unit member is appointed to a temporary or special detail assignment at a position of higher rank that will exceed 30 days, they are eligible for an increase in pay. The unit member will be given a 5% increase in their hourly wage, which is designed to compensate them for the additional responsibilities and expectations of the temporary assignment.

5.6.2 Eligible to Act Out of Rank

Employees who are eligible to act out of rank will be paid an hourly wage increase to reflect their increased responsibilities. Eligibility for the out of rank status will be based on the billeted policy and can be removed if the employee is not performing up to expectations or when a spot is no longer available. When an employee is eligible for more than one move-up position, they will be compensated for the higher of the positions.

There will be 15 billeted positions for move-up Engineer, 15 billeted positions for move-up Captain, and 6 billeted positions for move-up Battalion Chief.

Firefighter to Engineer: \$0.10 per hour

Firefighter/Engineer to Captain: \$0.15 per hour

Captain to Battalion Chief: \$.0.25 per hour

5.7 Call Back Compensation

Any off-duty personnel responding to a request for a call back who reports to the incident or the

station will receive a minimum of 2 hours of pay after which the employee will be paid accordingly. This calculation will start at the time the call was initiated and will accumulate until the employee is released. All personnel must be reflected in Telestaff in order to be compensated.

5.8 Holiday Compensation

SFD recognizes eleven Federal or State holidays for the purpose of holiday compensation. Holiday hours are considered hours worked as outlined in Employee Handbook Section 3.9. Operational employees are compensated with Holiday Pay based on the actual holiday worked for the 4th of July, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day and on the observed holiday for Memorial Day, Labor Day, Presidents' Day, Martin Luther King Jr. Day, Veterans Day, and Columbus Day. Unit members who work 40 hours a week or those who are on modified duty assignment are compensated with Holiday Pay based on the Federal or State observed holiday schedule should it fall on a regularly scheduled workday. Hours paid will be based on hours worked for Operational employees. Unit members who work 40 hours a week or those who are on a modified duty assignment will be compensated for the hours they are regularly scheduled to work. (For example: if the observed holiday falls on a Friday and the employee's normal work week schedule is 4 hours that day, only 4 hours of holiday pay will be paid; if the employee does not normally work on Fridays, there will be no pay). If there is a conflict between an observed holiday and an actual holiday, the 40-hour employee will not be compensated for work on both days. Holidays that fall on the employee's regular day off (ex. Friday, Saturday, or Sunday) will not be eligible for holiday pay.

Below are the eleven recognized holidays:

4th of July, Christmas Eve, Christmas Day, New Year's Day, Thanksgiving, Memorial Day, Labor Day, Presidents' Day, Martin Luther King Jr. Day, Veterans Day, and Columbus Day.

5.8.1 Calculating Holiday Compensation for Hours Worked on a Holiday

Operational employees who work on a recognized holiday shall receive an additional half time pay for actual hours worked during the holiday for up to a total of 24 hours. Holiday pay is calculated from the start of the assigned shift (0730 – 0730).

5.8.1.1 Personnel Working on a Non-District Assignment Working on a Holiday

Holiday hours worked while on a federal or state wildfire will be included with the employee's Non-District pay on the next pay date after fire billing paperwork is received and processed.

Employees assigned to a wildland incident will be paid holiday pay in the following manner:

- If the Holiday falls on a regular shift, they will receive the same holiday pay as they would if they worked their shift in the district.
- If the Holiday falls on a day other than their regular shift day, they will be paid for those hours worked/recorded and approved on the applicable CTR or OF-288

5.8.1.2 Shift Coverage for Non-District Shift Coverage

Employees working shift coverage for another employee who is assigned to a non-district fire will be paid the SFD holiday pay for hours worked, compensated at half time for each hour worked on the holiday.

All overtime worked on an actual holiday will be paid at an aggregate double time. This is calculated by holiday pay being paid at a half time plus the overtime rate of 1.5 times pay to equal double-time pay rate.

Holiday pay will be paid on the pay date following the holiday.

Overtime will be paid in the appropriate OT payroll cycle.

5.9 Flex Day/ Comp Time Option

A Flex Day or Comp time may be utilized based on the work scheduled assignment.

5.9.1 Flex Time

When Operational personnel work their required shifts in a 28-day cycle (in cycles that include an eligible Flex day) they are able to work the "10th" day for overtime or they may elect to take a day off.

5.9.2 Comp Time

Unit members assigned to administrative/support functions will be eligible to work and accumulate up to 20 hours of comp time in lieu of overtime. Each hour worked accumulates at a rate of 1.5 hours for each hour worked. The hours must be used within 60 days and prior to any increase in wages of accumulating the comp time hours. If not, hours not used will be paid at a straight rate.

5.10 Pension Plans

Unit members will participate in either the Public Safety Retirement System (PSPRS) or Arizona State Retirement System (ASRS) based on their eligibility as stated in the Arizona Revised Statutes. Participation is mandatory for all eligible employees, and there is no opt-out provision unless an employee is deemed ineligible by the statutes. Employee and employer contributions to either pension plan are statutorily set, and each will pay their respective percentages as required.

5.11 Shift Trades

An employee who is scheduled to work may elect to arrange coverage with another employee who is not scheduled to work as outlined in Employee Handbook Section 1403.11.

The FLSA and the implementing regulations provide that public agency employees may agree to substitute for each other and that the pay of both the substituting and substituted employee is unaffected. Sedona Fire policy and practice is intended to align with Section 7(p)(3) of the FLSA. There is no provision in section 7(p)(3) or its implementing regulations that could be construed to require one individual to "repay" the other individual who agrees to a work substitution arrangement. This is a matter left for the parties to resolve, although SFD will track

these in Telestaff as a convenience. The substituted employee shall be accountable for any tardiness or failure to report.

Shift trades must not affect the operational effectiveness of the District – for example, coverage at Rank for Rank and Cert. for Cert. Operational readiness and maintaining response capabilities are the primary responsibilities.

For purposes of scheduling, a full forty-eight (48) hour tour will be separated into two twenty-four (24) hour blocks of coverage.

5.12 Post-Employment Health Plan (PEHP)

The Post-Employment Health Plan (PEHP) will follow the rules and regulations of the Internal Revenue Service (IRS), and participation is mandatory for all eligible unit members. All groups are subject to IRS approval for existence and may be altered to maintain IRS compliance if applicable. This benefit is designed to assist unit members post-employment with SFD with eligible health care expenses. The PEHP defers employee and employer contributions, tax-free, for use after employment or at any age set by the bargaining unit and the District to assist with healthcare costs. Covered reimbursements may include insurance premiums, eyeglasses, dental care, or any included items listed in IRS Publication 502. All contributions are based on the IRS calendar year.

The District is required to match 2% of the unit member's bi-weekly earnings. Each eligible unit member will contribute a minimum of 2% of their bi-weekly earnings via payroll deduction. Additional information can be found in the Employee Handbook Section 1405.11.

Because of the IRS rules required to be eligible, the following is a list of membership groups based on their rank or eligibility. In each case, there is a set amount contributed based on the respective group. This flat amount will be deposited into what the IRS considers a 105 plan and any amounts above that will be deposited into the 106 plan. The plan document will outline the contributions based on each classification.

Eligible employees of SFD that are not represented in either MOU (3690 or ASEA) will be placed in the appropriate existing group as outlined in the Employee Handbook and PEHP Plan Document. The employee will be placed in a group based on the most comparable PEHP rank/group for their current position and pay scale.

OPERATIONAL GROUPS

Firefighter

The Firefighter group will be based on the Step 1 Engineer wage according to the most current SFD wage scale. All employees in this group are required to contribute 2% of their earning with a matching 2% by SFD. A set dollar amount per pay period will be deposited into the 105 plan. All remaining contributions above this amount will be deposited into the 106 plan.

Engineer

The Engineer group will be based on the Step 1 Engineer wage according to the most current SFD wage scale. All employees in this group are required to contribute 2% of their earning with a matching 2% by SFD. A set dollar amount per pay period will be deposited into the 105 plan. All remaining contributions above this amount will be deposited into the 106 plan.

Captain/Training Officer

The Captain group will be based on Step 1 Captain wage according to the most current SFD wage scale. All employees in this group are required to contribute 2% of their earning with a matching 2% by SFD. A set dollar amount per pay period will be deposited into the 105 plan. All remaining contributions above this amount will be deposited into the 106 plan.

Chief Officer

The Chief Officer group will be based on Step 1, Battalion Chief Officer wage, according to the most current SFD wage scale. All employees in this group are required to contribute 2% of their earning with a matching 2% by SFD. A set dollar amount per pay period will be deposited into the 105 plan. All remaining contributions above this amount will be deposited into the 106 plan.

OPTIONAL GROUPS

Employees may participate in one of the optional groups in lieu of their normally assigned groups. The employee must elect to participate in an optional group during the PEHP Open Enrollment period in order to properly process their PEHP contribution before the first paycheck in January. Open enrollment will start around mid-November and end mid-December. In the case of choosing the Retirement Group, all determinations about the negotiable percentages/amounts will be done on or before the 2ND Thursday in December. When an employee wishes to change their PEHP group election, HR must be notified in writing no later than December 15th. If no notice is provided, the employee will remain in the group they were in the previous year or in the proper group based on the employee’s position within the organization.

Tenured

Employees with five years of SFD service may elect to be part of the Tenured group. Tenured employees will contribute 3% of their earnings into PEHP. A flat dollar amount will be deposited into the 105 plan. The flat amount is 3% of the lowest-paid member’s bi-weekly base salary. The remainder of the employee’s contribution above the flat dollar amount will be deposited into the 106 plan. The employer will contribute 2% of the employee’s earning into the 106 plan.

Sunset

Employees with 17 years of credited PSPRS or SFD years of service and/or over the age of 50 before January 1 of the plan year may elect to be part of the Sunset group in lieu of their normally assigned group. Sunset employees will contribute 11% of their earnings into PEHP. A flat dollar

amount will be deposited into the 105 plan. The flat amount is 11% of the lowest-paid member's bi-weekly base salary. The remainder of the employee's contribution above the flat dollar amount will be deposited into the 106 plan. The employer will contribute 2% of the employee's earning into the 106 plan.

Retirement

Any employee eligible for PEHP is eligible to participate in this group. Employees will contribute 6% of their earnings into PEHP. A flat dollar amount will be deposited into the 105 plan. The flat amount is 6% of the lowest-paid member's bi-weekly base salary. The remainder of the employee's contribution above the flat dollar amount will be deposited into the 106 plan. The employer will contribute 2% of the employee's earning into the 106 plan. Annually, the group can collectively determine (by consensus) a percentage or amount of the Sick Leave and/or Vacation Leave payout to be contributed upon separation of service. If a consensus cannot be made, the Fire Chief will make the final decision on what the reasonable compromise is for the group. Each individual will then determine if participation in the retirement group is appropriate based on the final terms of the group. Participation in this group does not make it mandatory to retire during the calendar year in which you choose to enroll; however, it requires you to abide by the terms of the group as applicable to participants in this group.

Loyalty Medical Waiver

Full time employees who waive the District's health insurance at the start of the new plan year on July 1st with five (5) or more years of full-time service will receive the Loyalty Medical Waiver contribution into their PEHP 105 Universal plan. Full-time years of service are based on SFD's vacation guidelines for counting full-time years of service as of July 1st. This contribution is in lieu of the annual HSA/HRA loyalty contribution made by SFD since the employee is not eligible to participate in either plan per IRS regulations. Members do not need to enroll in this group but are automatically eligible due to their waiving the district's health insurance and meeting the required years of service. A flat one-time annual contribution will be made using the tiers below.

- 5 through 9 years: \$250
- 10 through 14 years: \$500
- 15 through 19 years: \$750
- 20+ years: \$1,000

5.12 Blank

Article 6 – Benefits

6.1 Sick Leave Accrual

Unit members are provided with a Sick Leave benefit for the purpose of caring for themselves or their family when they are sick or injured to be utilized in accordance with Employee Handbook Section 1404.3 in compliance with Arizona Fair Wages and Healthy Families Act and all other applicable regulations. Unit members who work a 53-hour week will accrue Sick Leave at a rate

of 144 hours per year (5.54 hours per pay period) capped at 768 hours accrued, and employees who work a 40-hour week will accrue at a rate of 120 hours per year (4.62 hours per pay period) capped at 520 hours accrued.

6.1.1 Probationary Employees Sick Leave Accrual

On the date of hire, all full time Probationary employees will be credited with one year of accruals to their Sick Leave bank – 144 hours for Operational employees and 120 hours for operational/support employees assigned a 40-hour per week unit members. During the one year probationary period, the unit members will NOT accrue sick leave. Upon completion of the 365th day of employment, the unit member will begin to accrue sick leave in accordance with the accrual rates outlined in MOU Section 1406.1 and other policies related to sick leave accrual, usage, and any related payouts upon separation of service.

6.1.2 Annual Sick Leave Accrual- Conversion to Vacation Leave

Employees who reach the Sick Leave (SL) Cap will not accrue SL hours until their balance is below the 768 (520) hour cap. At the end of each fiscal year, payroll/benefits will calculate the actual number of hours of SL hours accrued. Hours that were not accrued because the unit member was at the SL cap will be converted at a 0.1667 rate for up to 24 hours (20 hours for 40-hour employees) of Vacation Leave (VL). The unit member's VL bank will be credited with the respective VL hours on the first pay period in July. Any SL to VL conversion cannot exceed the current VL cap.

6.1.3 End of Employment Sick Leave Buy-Out

Vesting Schedule for SFD Years of Full Time Service upon separation of service:

- 0 through 4 years:** Employees will receive no pay for accrued Sick Leave.
- 5 through 9 years:** 50% of accrued Sick Leave hours up to 600 (453) hour will be paid.
- 10 through 14 years:** 75% of accrued Sick Leave hours up to 600 (453) hours will be paid.
- 15+ years:** 100% of accrued Sick Leave hours up to 600 (453) hours will be paid.

Employees who are terminated for cause or for gross misconduct shall forfeit accrued Sick Leave hours in accordance with District policies.

6.1.4 End of Employment Sick Leave Split Payment

Unit members separating from the District must provide official written notification of their intention to participate in the Sick Leave Split Payment of up to half of their Sick Leave accrual balance using the "SFD Retirement Split Payout Request Form" by April 1 of the preceding fiscal year. This option assists SFD in preparation for budgeting and staffing needs, and may benefit the employee by spreading the Sick Leave payment income across two (2) calendar years, while occurring within the same fiscal year. Members are NOT required to participate in this program and are able to retire at any time they are eligible or decide to regardless of the date of termination of service with the District; however, all of the provisions outlined must be met to be eligible to

participate in this program. All funds paid are eligible to be allocated in any deposit form or vehicle SFD allows at the direction of the unit member and as allowed by the IRS.

The SFD Retirement Split Payment Request Form must include the unit member's official date of retirement and the percentage of Sick Leave hours requested in the first payout, which cannot exceed 50 percent of the unit member's accrual bank. A new cap will be established using the remaining balance created by the 1st payout. The employee will continue to accrue time as outlined in the MOU during their time of employment but only up to the new cap.

The first installment of the Sick Leave Split Payment will be in the last pay period the unit member is employed or the last payroll in December, whichever occurs first. If the retirement date occurs between July 1 and Dec. 31, the remaining balance will be paid to the unit member on the first pay date in January. Unit members who retire between January 1 and June 30 will be paid in accordance with the last date of employment up to and including the last payroll in June.

Penalty for non-retirement after the first installment shall prohibit the unit member's eligibility for the Sick Leave Split Payment program for the remainder of their employment with SFD.

6.2 Vacation Leave Accrual

Full-time employees are provided with paid Vacation Leave (VL) to be used at the discretion of the unit member.

6.2.1 Vacation Leave Accrual Rates for SFD Years of Full Time Service

Operational Employees Bi-Weekly Accrual (53 hour/week employees)

Employment year 0-2: 7.39 each bi-weekly pay period
Employment year 3-5: 8.50 each bi-weekly pay period
Employment year 6-8: 9.78 each bi-weekly pay period
Employment year 9-11: 11.25 each bi-weekly pay period
Employment year 12-19: 12.94 each bi-weekly pay period
Employment year 20+: 14.76 each bi-weekly pay period

Maximum VL Caps for Operational 53 hour staff is 480 hours

Administrative/Support Services Employees Bi-Weekly Accrual (40 hour/week employees)

Employment year 0-2: 5.57 each bi-weekly pay period
Employment year 3-5: 6.41 each bi-weekly pay period
Employment year 6-8: 7.38 each bi-weekly pay period
Employment year 9-11: 8.49 each bi-weekly pay period
Employment year 12-19: 9.76 each bi-weekly pay period
Employment year 20+: 11.23 each bi-weekly pay period

Maximum VL cap for 40 hour Administrative and Support Services staff is 360 hours

6.3 Guidelines for Vacation Leave

- Employees must use 25% of their annual accrual of vacation hours per the calendar year calculated by rounding down to the closest multiple of 12 hours for Ops or 10 hours for Admin/Support, depending on the employee's normal shift or workday.
- Failure to use the required percentage of vacation leave by December 31 annually will result in the loss of the balance of the unused hours.
- In the first six (6) months of SFD employment, employees are not eligible to take Vacation Leave unless the request is approved by the Fire Chief. New employees have eighteen (18) months from the date of hire or until the following December, whichever is longer, before the 25% mandatory Vacation Leave usage requirement will apply.

Utilization of Vacation Leave for Operational Employees:

- A bidding process for Vacation Leave for the following calendar year will be opened no later than December 1st of the previous year or as agreed upon by the Battalion Chief.
- Bidding will be based on seniority and District needs.
- On January 1st of each year, after bidding closes and all Vacation Leave shifts are awarded, subsequent vacation requests will be considered on a case by case basis according to the current Shift Staffing procedure.
- Four (4) Vacation Leaves will be available per shift. On Thanksgiving, Christmas Eve, and Christmas Day, up to six (6) Vacation Leaves will be allowed provided coverage is secured.
- Unit members who are assigned to modified duty will continue to accrue at the 53-hour rate; however, when any accrual time is used, it will be subject to a conversion factor that multiplies each hour used by 1.325.

Utilization of Vacation Leave for Administration and Support Services Employees:

- A bidding process (if necessary for a division or employee group) for Vacation Leave for the following calendar year will be opened no later than December 1st of the previous year or as agreed upon by the Supervisor of that division or employee group.
- Bidding will be based on seniority and District needs.
- On January 1st of each year, after bidding closes and all Vacation Leave shifts are awarded, subsequent vacation requests will be considered on a case-by-case basis according to the current Staffing procedure.
- Continuity of business and related needs will be considered when the appropriate supervisor approves or denies vacation requests.

Unit members are required to be below the applicable VL cap by July 1st of each year or any accrued hours above the cap will be forfeited by the employee.

Terminated employees are entitled to receive all accrued Vacation Leave hours paid at their current hourly rate.

6.3.1 End of Employment Vacation Leave Split Payment

Unit members separating from the District must provide official written notification of their intention to participate in the Vacation Leave Split Payment of up to half of their Vacation Leave accrual balance using the “SFD Retirement Split Payout Request Form” by April 1 of the preceding fiscal year. This option assists SFD in preparation for budgeting and staffing needs, and may benefit the employee by spreading the Vacation Leave payment income across two (2) calendar years, while occurring within the same fiscal year. Members are NOT required to participate in this program and are able to retire at any time they are eligible or decide to regardless of the date of termination of service with the District. However, all of the provisions outlined must be met to be eligible to participate in this program. All funds paid are eligible to be allocated in any deposit form or vehicle SFD allows at the direction of the unit member and as allowed by the IRS.

The SFD Retirement Split Payment Request Form must include the unit member’s official date of retirement and the percentage of Vacation Leave hours requested for payout in the first payout, which cannot exceed 50 percent of the unit member’s accrual bank. A new cap will be established using the remaining balance created by the 1st payout of hours. Employees will continue to accrue time as outlined in the MOU during their time of employment but only up to the new cap.

The first installment of the Vacation Leave Split Payment will be in the last pay period the unit member is employed or the last payroll in December, whichever occurs first. If the retirement date occurs between July 1 and Dec. 31, the remaining balance will be paid to the unit member on the first pay date in January. Unit members who retire between January 1 and June 30 will be paid in accordance with the last date of employment up to and including the last payroll in June. Penalty for non-retirement after the first installment shall prohibit the unit member’s eligibility for the Vacation Leave Split Payment program for the remainder of their employment with SFD.

6.4 Military Leave and Military Leaves of Absence

SFD complies with state and federal statutes for military-related leaves. When members are called for military leave, they must submit a copy of the orders to their manager/BC and HR. HR will ensure that the proper leave designation is documented within the District’s time and attendance system and that the Fire Chief (or designee) is given proper notification. The current practice is outlined in the Employee Handbook Section 1404.10.

SFD prohibits discrimination against employees on the basis of military duty, affiliation, or status and requires reinstatement of an employee following military leave to the same position or a position of like seniority, status, and pay, as required by federal and state laws.

6.4.1 Paid Military Leave

SFD employees required to attend military training duty or to attend camps, maneuvers, formations, or drills shall be entitled to paid Military Leave from their respective duties without loss of employment, position, or benefits as required by law.

6.4.2 Military Leave of Absence for Active Duty

SFD employees called to any active duty status will be entitled to an Active Duty Military Leave of Absence from employment with differential pay without loss of time, position, or seniority as required by law.

6.5 Bereavement Leave

Bereavement leave will be granted following the death of an immediate family member to include spouse, father, father-in-law, mother, mother-in-law, step-parent, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, child, step-child, son-in-law, daughter-in-law, grandparent, grandchild, significant other who lives within the household, dependent adult or child for whom the employee is the legal guardian, or for unique extenuating circumstances, at the Fire Chief's (or designee's) discretion, where the deceased was significantly involved in the raising of the employee. Funeral Leave may be granted for all other family members not identified above or in situations involving the death of a friend, neighbor, or other significant relationship through special request granted by the Fire Chief (or designee).

Up to 24 hours of Paid Bereavement Leave will be available per instance to each employee. If additional bereavement time is requested, employees may take an additional 24 hours to be deducted from the employee's Sick Leave accrual. Bereavement Leave is granted through Fire Chief approval and will be considered hours worked.

6.6 Funeral Leave

Funeral Leave may be granted for all other family members not identified in section 6.5 of the MOU or in situations involving the death of a friend, neighbor, or other significant relationship through special request granted by the Fire Chief. A maximum of twenty-four (24) hours will be granted to the unit member to be deducted from unit members Sick Leave Accrual. All other leave requested for this purpose must be within policy- vacation leave, sick leave, or trade. Funeral Leave will be considered hours worked.

6.7 Pregnancy Leave / Temporary Reassignment

Recognizing that the duties of a firefighter can be dangerous and physically demanding, with periodic exposure to smoke and hazardous materials, SFD provides pregnant firefighters with the opportunity to receive temporary reassignment to non-hazardous duty. SFD complies with all requirements set forth in the Pregnancy Discrimination Act (PDA) and will provide reasonable accommodations for all pregnant employees. If a unit member requires an accommodation due to her pregnancy, the employee should advise Human Resources of her need for accommodation. If an employee has any questions regarding this policy, please do not hesitate to contact HR. For

further information, see Employee Handbook Section 1404.11 for complete details and process.

6.8 Jury Duty Leave/ Legal Appearance Compensation

SFD will compensate full-time or part-time employees at their regular base pay for ordered jury duty during their regular work hours as follows- Administrative/Support Services employees up to a maximum of eight (8) scheduled days and Operational Employees up to a maximum of six (6) scheduled working days in any one (1) calendar year. Employee absence due to other mandated court appearances are addressed in the guidelines below.

6.8.1 Guidelines for SFD-Related Court Appearances or Depositions

- If subpoenaed to appear in court on the official District business, employees must notify their supervisor immediately; the District may contact legal representation to determine if legal assistance should be provided to the employee.
- If subpoenaed or requested to appear in court for District-related official business, the employee will be compensated for those hours accordingly as hours worked.
- While appearing in court or depositions for SFD related matters, unit members shall wear appropriate SFD attire.
- District vehicles, appropriately scheduled through the employee's immediate supervisor, may be used for travel to and from district-related court appearances.
- Fees received by the employee from the court intended to cover personal expenses, such as for mileage, hotel, or food, may be kept by the employee; however, any court appearance fees received as payment for appearances during scheduled work hours shall be submitted to the District.

6.8.2 Guidelines for Jury/Witness (Non-Duty Related) Duty Leave

- Personnel are required to notify their immediate supervisor upon receipt of a jury duty summons if the jury duty impacts the employee's work hours.
- Operational employees summoned to jury duty/court appearance during their regular work hours shall receive their regular pay for up to a maximum of six (6) working days in any one calendar year. Extenuating circumstances will be considered by the Fire Chief on a case-by-case basis.
- Administrative/Support personnel summoned to jury duty/court appearance during their regular work hours shall receive their regular pay for up to a maximum of eight (8) working days in any one (1) calendar year. Extenuating circumstances will be considered by the Fire Chief on a case-by-case basis.
- Scheduled work hours during jury duty will be considered as hours worked and paid accordingly.
- Employees shall not be required or requested to use Vacation or Sick Leave for time spent responding to a summons for jury duty, participating in the jury selection process, or actually serving on the jury per the requirements of ARS §21-236.
- An SFD employee shall not lose seniority or precedence while absent from employment due to serving as a member of a grand or trial jury.

- SFD shall not refuse to permit an employee to serve as a juror. SFD shall not dismiss or, in any way, penalize an employee because he serves as a grand or trial juror.
- All employees shall return to work immediately upon release of jury duty if it occurs during regularly scheduled work hours; if that is not feasible, prior arrangements must be made with the employee's supervisor. The employee may be responsible for their time off if they do not return to work as scheduled.
- Fees received by the employee from the court intended to cover personal expenses, such as for mileage, hotel, or food, may be kept by the employee; however, any court appearance or jury duty fees received as payment for appearances during scheduled work hours shall be submitted to SFD.

6.8.3 Non-SFD Court Appearance

If subpoenaed to appear in court for a case unrelated to the official District business, the employee will be on unpaid leave unless the employee makes arrangements to cover work hours through trades or available Vacation Leave.

An employee who has been the victim of a crime shall be entitled to the benefits under the Victim's Rights Law and Arizona Paid Sick Leave Law regarding trials and hearings related to the case.

Non- Operational Members

SFD will support further education for unit members who wish to pursue secondary education. Each request will be handled on a case-by-case basis but will be predicated on roles and responsibility specific to next promotional opportunity

6.9 Professional Development

Upon successful completion of the probationary period, an employee will be eligible for tuition assistance as outlined in 1406.9.1 for relevant post-secondary education at accredited universities and colleges for degrees related to District needs. SFD values personal development and formal education plays a significant role in the unit member's advancement as career development and succession planning have a strong educational requirement.

To remain within budget limitations, the Professional Development Committee will determine acceptance to the program based on the education plan of the unit member, the applicable tier of the requested coursework, and the expected impact to future budget years in order to fund all enrolled members to degree completion. Unit members must submit a formal request for funding to be reviewed and by the Professional Development Committee and submitted for final approval by the Fire Chief prior to enrolling to be eligible for tuition reimbursement.

6.9.1 Guidelines for Post-Secondary Education Assistance

Tier 1 and Tier 2 Coursework/Degree

- Tier 1 coursework/degree will be considered classes needed for a degree that is required in the next promotion/rank for which the unit member is eligible. A higher priority will be placed on funding these requests.
- Tier 2 coursework/degree will be considered on a limited basis for people who are working towards the degree required for two promotions ahead. Consideration will be given based on funding availability and needs for succession planning for Sedona Fire District.

Funding for Tier 1 and Tier 2 Coursework/Degree

- It is the intention of SFD to fund the unit members approved for professional development annually. This funding will be subject to approval by the Governing Board in the annual budget process and is not guaranteed.

Reimbursement for Tier 1 and Tier 2 Coursework/Degree

- SFD encourages employees to seek out the educational institution that will best work for their learning style and schedule. In order to establish the amount of funding SFD will consider, SFD has established the following to determine the baseline for funding credit hours. The annual credit hour baseline amount will be determined and included in the MOU (or addendum in off years as needed) as described below.
 - *Associate Degree*- SFD will accept the credit hour cost of Yavapai or Coconino Community college and pay up to 75% of the per credit hour for the unit member. If a unit member is enrolled in an institution that is less than Yavapai or Coconino, the unit member will receive 75% of the actual cost per credit hour they incurred upon successful completion of a class.
 - *Bachelor's Degree*- SFD will average the cost of a credit hour for the 3 state schools- U of A, ASU, and NAU to develop a baseline per credit hour. SFD will provide tuition reimbursement up to 75% of the actual accrued or of the average established, whichever is less, upon successful completion of a class.
 - *Master's Degree*- SFD will average the cost of a credit hour for the 3 state schools- U of A, ASU, and NAU to develop a baseline per credit hour. SFD will provide tuition reimbursement up to 75% of the actual accrued or of the average established, whichever is less, upon successful completion of a class.
 - *Doctoral Degree*- It is not the intention of SFD to pay for the costs of a PhD program. If an employee believes this degree would benefit SFD, a written request submitted to the Fire Chief will be forwarded to the Governing Board for consideration. If approval is granted, the same process and formula for reimbursement will apply unless another arrangement is made between the employee and the Governing Board.
- Professional Development reimbursement policy is predicated on the costs of attending classes in an on-line format. If your coursework is not offered on-line, an individual determination will be made for the credit hour allowance using the methodology of average of State School tuition rates.

- If the unit member attends an institution with a credit hour cost less than the baseline established above, the percent covered will be based on actual cost incurred. If the unit member attends an institution with a higher credit hour cost, the reimbursement will be based on percent of the baseline credit hour established above.
- No reimbursement for grades less than a “C” or for withdrawn/incomplete courses.
- SFD will only reimburse up to 12 hours per semester, or 24 credit hours per fiscal year, taken at the discretion of the member or according to the educational plan of the chosen institution. Interest in accelerated or block programs must be declared to the Committee and will be approved based on budget availability.
- In an effort to manage the availability of personnel/resources as well as create a sustainable budget, SFD has established the following guidelines for maximum unit members in a degree track at a given time. The Professional Development Committee will work to prioritize enrollment if the request for classes exceeds the budgeted amount.
 - 10 people in an Associate’s Degree
 - 5 people in a Bachelor’s Degree
 - 2 people in a Master’s Degree
- Books and Fees
 - SFD will reimburse required books and fees at a rate of 75% of actual cost. No other items/supplies will be reimbursed, including but not limited to computers, calculators, or classroom supplies not covered in fees. SFD shall not be responsible for mileage or providing transportation.
- Unit members must pay all education related costs up front and seek reimbursement from SFD once class is completed. All reimbursement requests for education must be submitted by June 1 of that fiscal year to be eligible for reimbursement. Late submittals and requests without proper receipts will not be considered for payment.

6.9.2 Education Payback Schedule

Upon graduation, SFD will have incurred specific expenses (tuition and books/fees) to help a unit member achieve their educational goal. For fiscal responsibility and to ensure the investment benefits the District, the following prorated payback schedule will be required if the unit member leaves employment prior to 5 years of services post-completion of compensated coursework towards an approved degree:

Less than 1 year-	90% repayment
1 - 2 years -	70% repayment
2 - 3 years-	60% repayment
3 - 4 years-	50% repayment
4 – 5 years-	25% repayment

The Governing Board has the authority to forgive any prorated tuition repayment considered on a case-by-case basis which may include, but is not limited to, an unplanned medical retirement or similar circumstance. A unit member or the Fire Chief would need to petition the Governing Board for consideration.

6.9.3 Education Leave

The District allows employees who participate in the Post-Secondary Education Assistance Program to utilize accrued sick or vacation leave hours as Education Leave for approved educational opportunities pursuant to the following:

6.9.3.1 Educational Leave for Employees:

Unit members may use up to 72 hours from Sick or Vacation Leave at a one-to-one rate once they are past the initial probationary period.

6.9.3.2 Guidelines for Educational Leave:

- Education Leave will be calculated on a fiscal year basis.
- Education Leave may be used for approved post-secondary education, training, seminars, and conferences.
- To use Education Leave, employees must be pre-approved by their immediate supervisor and the division head or up to Battalion Chief for operational employees, to receive final approval as staffing allows.

6.9.4 Grandfather Clause:

Individuals enrolled in approved degree programs prior to July 1, 2020 will be reimbursed based on the reimbursement schedule in place at that time (see below). Approved tuition, lab fees, and books will be reimbursed at a prorated cost as follows:

- Grade of an A- reimbursement at 90%
- Grade of a B- reimbursement at 80%
- Grade of a C- reimbursement at 70%
- No reimbursement for grades less than a C or for withdrawn/incomplete

6.10 Sedona Fire District Association Release Time Bank

The Sedona Fire District will establish an Association Release Time Bank, which will be funded through voluntary Unit Member donations on a bi-annual basis. The intent is for the Association Release Time Bank to be a direct benefit to the Local 3690 membership when handling a grievance procedure, participating in Labor-Management Meetings, representation of a unit member in a discipline matter, attending business meetings, Association training, or any other labor-management process.

6.10.1 Eligibility for Utilization

Use of this bank is limited to duly elected officers of the Sedona Verde Valley Firefighters Association Local 3690 including the President, Executive Vice President, Secretary/Treasurer, Chapter Vice President, and Trustees; elected or appointed officials in the Professional Firefighters of Arizona ; members of the Sedona Verde Valley Honor Guard; or for specific committees assigned for the good of 3690 not otherwise covered by other time off provisions. Its sole use is to attend approved business in accordance with this section.

6.10.2 Association Release Time Use

Association Release Bank hours are allotted to conduct Sedona Verde Valley Firefighters Association business, Professional Firefighters of Arizona Association business, and Sedona Verde Valley Firefighters Honor Guard business and require approval from the Local 3690 Chapter VP. All leave hours will be handled in accordance with the current SFD Vacation Leave policy as it relates to time off and staffing mandates. If an employee is on Association Release Time and the Association Release Time bank does not have sufficient hours, the individual who is taking time off will be required to use their personal leave accruals for any outstanding hours.

6.10.3 Donation Procedure

Only Vacation Leave may be donated to the Association Release Time Bank. Donation of vacation time will be conducted twice a year – during the last pay periods of December and June by completing Attachment D – Association Release Time Election Form. Members may donate a minimum of one pay period’s accrual of vacation time or more.

Donating members must maintain a minimum of 24 hours in their personal vacation account at the time of donation. A statement of the 3690 Association Release Time balance will be issued from the District to the Sedona Chapter VP and Battalion Chiefs to assist in the accounting and use of Release Time. If the Association Release Time Bank Hours fall below the threshold of one-hundred hours at any time in the fiscal year, a request can be made to the Fire Chief for another payroll deduction request.

All time donated to the Association Release Time Bank will be considered final and removed from the employee's bank upon submission of Attachment D and will not be available to the donating unit member for use during employment or for payout upon separation.

6.11 Deferred Compensation Plans

457 Plan:

The Sedona Fire District has made available an optional 457 Employee Deferred Compensation plan to all full-time employees through payroll deduction. The purpose of the plan is to encourage employees to save on a pre-tax basis and to build a financial reserve for retirement.

For more information, please contact the plan administrator through Human Resources.

457 Roth Plan:

The Sedona Fire District has made available an optional 457 Roth Employee Deferred Compensation plan to all full-time employees through payroll deduction. The purpose of the plan is to encourage employees to save on a post-tax basis and to build a financial reserve for retirement. For more information, please contact the plan administrator through Human Resources.

AZ Public Safety 401(a) Plan:

In an effort to encourage employees to better prepare for retirement, SFD has enacted a PSPRS 401(a) deferred retirement plan. This plan allows active members of PSPRS the option of deferring a percentage of their gross income on a pre-tax basis, thus saving for their future retirement needs.

- To be eligible, employees must meet the following requirements:
 - Must be employed by SFD for 4 years.
 - Must be willing to contribute a minimum of 1% (gross) of employee funds. This is a non-matching 401(a). No contributions will be matched by SFD.
 - Once an employee enters the fund, it is irrevocable at any time during their employment with SFD.
 - If a new employee arrives with years of PSPRS service, the new employee may request the Fire Chief reduce the 4-year employment requirement to start 401(a) contributions sooner.

New employees' 2-year window begins at the start of their 5th year with SFD. If employees choose not to enroll during this 2-year window, they will forfeit the opportunity to participate in the plan. For more information, please contact the plan administrator through Human Resources.

401a Drop Match Contribution Program

Effective October 1, 2023, Sedona Fire District will contribute matching deferred comp funds into participating DROP employees' PSPRS 401a plan. The district will match up to 6% of the gross bi-weekly earnings. To participate in this program, employees must meet the following criteria:

- Active PSPRS DROP status and
- Active Nationwide 401a or 457 or 457 Roth account for member matching contributions and
- Must be willing to make bi-weekly contributions of 1% to 6% of gross bi-weekly earnings into the district sponsored 401a, 457, or 457 Roth plans.

Participation in the 401a DROP Match program is voluntary and irrevocable along with the member's enrollment in the district sponsored 401a and/or 457 plan. Once the member elects their DROP Match percentage, the percentage amount may not be canceled or modified for the remainder of their employment with SFD. Member participation will terminate upon separation from service with SFD and exiting the PSPRS DROP program.

Members who choose to participate in this program must complete the *Sedona Fire District 401a DROP Match Program Acknowledgement Statement and Enrollment* form prior to enrollment.

6.12 Health Insurance

For more information, unit members should refer to Employee Handbook Section 1405.2.

SFD will continue to provide healthcare plans for all eligible unit members and their eligible family members. The unit member's monthly healthcare premium will be covered at 100% of the base program/coverage program (Kairos 2500) by SFD, and the employee's additional monthly healthcare premium for spouse/dependent insurance premium will be covered at 80% by SFD and 20% by the employee through payroll deduction.

If the employee chooses the Kairos 1500 plan, the balance difference between the employee costs in relation to the Kairos 2500 fee structure will be the responsibility of the unit member for all plan options. All other costs for additional coverage will be calculated based on the employer Kairos 2500 plan.

If the employee chooses the Kairos 5000 plan, the balance difference between the employee costs in relation to the Kairos 2500 fee structure will be realized by the unit member by the difference being placed in the employee's HSA/HRA account.

6.12.1 SFD Sponsored High Deductible Healthcare Plan Contributions

SFD will make the following contributions into the employee’s HSA or HRA account on July 1 annually.

	Employee	+ Spouse	+ Child	+Children	+Family
Kairos 1500	\$1,250.00	\$1,750.00	\$2,000.00	\$2,750.00	\$2,500.00
Kairos 2500	\$1,250.00	\$1,750.00	\$2,000.00	\$2,750.00	\$2,500.00
Kairos 5000	\$2,822.00	\$4,380.40	\$4,390.40	\$5,140.40	\$6,234.40

SFD will not make contributions to an employee’s HSA account in excess of the IRS’ mandated annual limits. See IRS Publication 969 for additional details on annual limits and rules set by the IRS in regards to HSA and HRA plans. Annual HSA contributions in excess of the IRS limit will be forfeited.

HSA/HRA Annual Wellness Contribution

SFD will make an annual HSA/HRA contribution of \$250 on the first pay date in January for eligible Operational or 40-hour members who are required to receive the NFPA physical during the fiscal year. SFD will also contribute \$250 for eligible spouses who complete their annual physical and submit the approved physical completion form to HR. The health and wellness incentive (\$250) will be deposited into the member’s HSA/HRA funds in the next payroll process.

The amount SFD will contribute towards the HSA/HRA will be calculated each year based upon actual costs savings realized between the SFD sponsored plans Kairos 2500 and the Kairos 5000. This could result in an increase or decrease in the annual HSA/HRA contribution from year to year.

All eligible annual physicals must be completed between July 1st and June 1st. Completed forms must be received by HR no later than June 15th of each year in order to be eligible for the wellness incentive. Members and spouses not enrolled in the District’s medical plan are ineligible for the \$250.

6.12.2 Out of Pocket Policy Limits

Refer to plan details to determine the in-network and out of network maximum out of pocket for the various healthcare plans SFD offers.

All healthcare plans provide preventative services at no cost to the employee or their healthcare fund. These expenses will not apply to their deductible or coinsurance. These services may include routine physicals, immunizations, PSA checks, pap smears, colonoscopies, and mammograms. These are programs the healthcare providers include as part of the healthcare program and are NOT negotiated by SFD.

6.12.3 HSA / HRA Longevity Program

SFD will increase the employer's HSA and HRA contribution from the current annual amount to the following based on the employee's years of full-time service tiered chart. This is an annual increase and does not compound. The actual calculation on years of service will be calculated as of July 1 of that year as a one-time service award disbursement into your HRA/HSA as allowed by law. The annual contribution cannot exceed the amount allowed by IRS regulations.

Employees who do not have an HSA/HRA through SFD will have Longevity Program funds submitted to their PEHP (see section 1406.12.4).

- 0 through 4 years: \$0**
- 5 through 9 years: \$250**
- 10 through 14 years: \$500**
- 15 through 19 years: \$750**
- 20+ years: \$1,000**

6.12.4 Employee Option to Opt-Out of Healthcare Coverage

Employees may choose to opt-out of the Sedona Fire District provided Group Healthcare coverage. An employee will provide a signed affidavit acknowledging they have been provided coverage options by SFD or provide proof of coverage that meets the required healthcare laws and are in compliance with any other legal requirements to be able to deny SFD Group coverage.

All employees who do not participate in SFD sponsored healthcare insurance and are eligible for the Longevity Program will have their contribution placed into PEHP as outlined in the PEHP Loyalty Medical Waiver group. SFD will not offer any financial incentive for an employee to opt-out or decline coverage.

6.12.5 Retiree Healthcare Benefits

SFD allows for eligible retirees to make a one-time election immediately following retirement into the Retiree Healthcare Plan. This plan will cover the retiree up to the last day of the month in which the retiree becomes eligible for Medicare coverage.

To be eligible as a retiree under this plan, the member must be a former employee of Sedona Fire District who is eligible to participate in a public sector retirement system within the State of Arizona, is less than age 65, and not entitled to Medicare.

New retirees must choose either COBRA or the Retiree Healthcare Benefit plan for themselves and their eligible dependents no later than 60 days after their retirement date. If he/she elects this benefit plan, they will not have the option to elect COBRA once the Retiree coverage ends.

All health, dental, and vision premiums for this program will be 100% funded by the retiree. Retirees must maintain continuous coverage in one of the three benefit options (health, dental or vision) throughout their retirement to remain in the benefit plan. While SFD has the intent to

maintain retiree health benefits, it may not be an option in the future if a change in carriers or rules of the current carrier to prohibit future coverage. SFD is not obligated to provide these benefits if unavailable or if it will create a cost impact to SFD. Once the retiree misses the eligibility and enrollment period, they will no longer be eligible to participate in any retiree health benefit plans. Timely retiree insurance premium payment must be made by the retiree; failure to do so will result in termination from the retiree benefit plan.

6.13 Annual Physicals

Unit members will receive an annual physical to maintain current physical conditioning free of charge as outlined in the IFC IFFA Wellness Fitness Initiative, including the availability of Peer Fitness training and all guidelines contained within, per NFPA Standards for Health and Wellness, #1581 / 82.

6.14 Dental Insurance

Unit members are eligible to participate in the SFD sponsored dental plan. The unit member is covered 100% by SFD for the cost of the premium. Eligible spouses and dependent coverage is available at the expense of the unit member and will be deducted from the member's pay bi-monthly.

6.15 Vision Insurance

Unit members are eligible to participate in the SFD sponsored vision plan. Unit member, eligible spouse, and dependent coverage is available at the expense of the unit member and will be deducted from member's pay bi-monthly.

6.16 Workers' Compensation

All SFD employees are insured and provided benefits under the Workers' Compensation Act in the event of work-related injury or illness. Effective August 2, 2012, Arizona Revised Statute §38-961 provides that Public Safety employees are also covered under the Public Safety Supplemental Benefits Plan. See Employee Handbook Section 1405.7 for further details.

Both groups have decided to create a committee to define the language necessary to outline the program to be in compliance with the law for eligible employees. The intent is to create a process that will be able to address an extended injury at approximately 5 months to determine the length of an injury. If likely to extend beyond the 6 months, create a dialogue with the necessary healthcare providers to get a prognosis and a recommendation to the Governing Board. This committee is to include one member of labor, one member of management, and a Board Member. This policy will comply with the law. If the law sunsets, the agency will follow the policy that is in place for the other SFD employees.

6.16.1 Guidelines for Workers Compensation

Workers Compensation provides three types of benefits:

- *Compensation.* When an employee is unable to work due to a disability arising out of employment, the employee is eligible for payments of 66 2/3% of weekly pay up to a monthly maximum as set forth by the Arizona Industrial Commission. Payment begins after a seven-calendar day waiting period. (Note: In determining the date payment begins, the day of the actual injury is not counted in the waiting period.) If the Workers Compensation claim is denied, any and all time off will be charged to the employee's leave bank.
- *Medical Payments.* Payments for medical attention, including hospitalization, doctor's fees, etc. which are necessitated because of work-related injury or illness are paid in accordance with State Law.
- *Awards.* If partial or permanent disability results from accident or illness arising out of employment, a further award may be made by the insurance carrier in accordance with State Law.

6.17 Long Term Disability Insurance

A long-term disability plan for a qualified illness or accident may be provided for full-time employees under certain eligibility requirements. This plan begins after the employee is disabled for 90 days and pays 60% of an employee's income up to a maximum monthly benefit of \$5000 for a specified period of time.

6.18 Life Insurance

Sedona Fire District covers all full-time employees for \$50,000 of Life and \$50,000 of Accidental Death and Dismemberment (AD&D) insurance. Additional life insurance coverage is available for purchase at the unit member expense.

6.19 Employee Assistance Program (EAP)

SFD will continue to provide an Employee Assistance Program (EAP) for unit members and their families, at no cost to unit members.

- The Sedona Fire District recognizes that a wide range of problems – such as marital or family distress, legal concerns, financial matters, and alcohol and substance abuse – not directly associated with an individual's job function can nonetheless be detrimental to an employee's performance on the job. Consequently, SFD provides at no cost to employees an Employee Assistance Program (EAP) for referrals to local treatment sources.
- Employee visits to the EAP are completely confidential by Federal law.
- Participation in our EAP does not excuse employees from complying with normal Sedona Fire District policies or from meeting normal job requirements during or after receiving EAP assistance. Nor will participation in our EAP prevent the Sedona Fire District from taking disciplinary action against an employee for performance problems that occur before or after the employee's seeking assistance through the EAP.
- EAP plan details are provided to all new employees during orientation or contact information may be obtained from Human Resources.

6.20 Uniform, Clothing and Equipment Allowance

To ensure operational effectiveness and uniformity, SFD provides an annual uniform allowance. This funding is intended to aid the employee in purchasing required and approved uniform items. Employees are expected to maintain the PAR levels of uniform items identified in the policy.

6.20.1 Annual Uniform Allowance

Unit members are provided an \$800.00 Uniform allowance annually. The allowance will be placed into the unit member's individual account as part of the bulk purchasing agreement. This account is funded every July 1st.

6.20.2 Annual Incidental Expenses Allowance

All Items necessary to complete an individual's uniform, such as footwear, may not be available through the bulk purchasing agreement outlined in 1406.2 of the Employee Handbook. Unit members will have the opportunity once annually to withdraw up to \$300.00 of their remaining annual uniform allowance. Those wishing to withdraw funds will notify payroll between October 1st and October 15th of the amount, up to \$300 that they wish to withdraw for incidentals. The requested funds will be paid on the first pay period in November as taxable income.

6.20.3 Initial Hire Uniform Allotment

Unit members who are initially hired will be provided a set number of uniform and job-related items needed to start their new career effectively. This list can be found in the employee handbook under section 1406.2. Any employee who receives an initial allotment of uniforms will not be eligible for any uniform allowance or incidental funding until the next fiscal year. The employee will receive the same allowances and incidental reimbursements as all employees do the next fiscal year with no proration regardless of when they start.

6.20.4 Cell Phone Reimbursement

Unit members who are eligible for a cell phone reimbursement are compensated as outlined in the employee handbook section 1406.3.

6.21 Non-Discrimination Testing for Benefit Program

All applicable benefits subject to successfully passing the Affordable Care Act required testing will be completed annually in January. If any programs provided to our employee groups are noncompliant, action will need to be taken to meet federal regulations. This will be completed on a case by case basis in partnership with the respective labor groups.

When determining which station and positions are in need of being filled, Management will identify where openings have been created and authorize the filling of those positions in a manner consistent with the station bidding policy 1415.1 Appendix H – Operational Station/Shift Staffing.

Article 8 – Prevailing Benefits

Existing benefits, including the rights, privileges, and working conditions not listed in this MOU shall remain in full force and effect unless changed in good faith by a formal meet and confer process.

The parties recognize there are existing ordinances, resolutions, policies, and rules and regulations as contained in the SAP, SOP, and Strategic Plan Manuals relating to benefits and other terms and conditions of employment, and the same are not affected by this MOU except as contained herein.

Article 9 – Effective Date

This MOU shall become effective when adopted by the Governing Board and shall remain in effect from July 1, 2023 through June 30, 2025. If no MOU is agreed to for the time frame following June 30, 2025, all aspects of this MOU shall continue to apply until a new MOU is agreed to and in place.

If any provision of this MOU or the application of such provision to any person or circumstance shall be held to be invalid, the remainder of this MOU or the application of such provisions to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Article 10 – Saving Clause

If any Article or Section of this Memorandum should be held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby.

It is recognized by the parties that the provisions of the Fair Labor Standards Act are currently applicable to certain of the wage and premium pay provisions of this MOU, and that this MOU shall be administered in compliance with the FLSA for so long as the Act is applicable.

Nothing contained in the Memorandum shall preclude the parties from following the requirements of the Americans with Disabilities Act.

Article 11 – Attachments / Addendums

11.1 Revisions, Amendments and Procedure

When changes to policies or portions of this MOU occur, the unit member's Executive Board and the Fire Chief may amend the contract to reflect the current practices or procedures, creating a process whereby all parties are aware of the change and are in accord with the changes. The intent is to keep the document current for Labor and Management to all be working in harmony with the MOU and SFD's practices.

The MOU will be worked through with proposed changes as outlined in Resolution #2014- 05 and then proposed to the Governing Board for approval. It is a general expectation that the benefits and provisions described in the MOU will remain current through the terms

As to all benefits described in this MOU, that description is only intended to describe what is currently provided to employees who are otherwise qualified to receive those benefits. Nothing herein shall be construed as an assurance a particular employee will qualify for the benefits described or that those benefits will continue in the same form as they currently exist. In the middle of an agreed-upon MOU term, the District and Management reserve the right to modify all such benefits, from time to time following appropriate procedure described herein and with notice to the Union and employees. Anytime a change to the MOU is proposed by any party to the MOU, it requires the proposed change to be vetted through the Meet and Confer Representative(s). This will allow all parties to understand the need for the revision to the MOU and see if there are other alternatives that will meet the same end goal being proposed. Nothing herein shall prevent SFD, through its designated representatives, from negotiating the type and extent of said benefits during the meet and confer process described herein, or the SFD Governing Board from changing or eliminating a benefit described in this MOU, if the Governing Board determines such action necessary to meet the Governing Board's fiduciary or legislative or quasi-legislative duties.

If the change warrants Governing Board action, a re-signing of the MOU may be required and can be requested by either party.

11.2 Termination

In addition to the Governing Board's ability to terminate this agreement as set forth above, if this agreement is determined to be the contract for purposes of ARS 38-511, then the Governing Board may cause this agreement to be terminated consistent with the provision thereof.

11.3 Attachments

Attachment A: Resolution #2014-05

Attachment B: Pay Scale FY2022

Attachment C: RBO Flow Chart and Process

Attachment D: Association Release Time Donation Form

Attachment E : Rank for Rank Policy (To include at least the first position of each rank to be filled prior to drop usage)

MEMORANDUM OF UNDERSTANDING

SFD Governing Board and IAFF Local 3690 Sedona Chapter

Fiscal Years 2023 -2025

RESOLVED and ADOPTED this ___ day of _____, 2024

Edward Mezulis, Fire Chief, Sedona Fire District

Jarrett Tarver, Vice-President
IAFF L-3690, Sedona Chapter

Dave Soto, Chairman, SFD Board

ATTEST:

_____, Clerk, SFD Board

APPROVED AS TO FORM:

William R. Whittington, Attorney

Sedona Fire District

Administrative and Support Employee Association (ASEA)

Memorandum of Understanding (MOU)

July 1, 2023 – June 30, 2025



Table of Contents

PREAMBLE.....	6
STATEMENT OF INTENT	6
PURPOSE	6
DEFINITIONS.....	7
Article 1 – General Expectations.....	10
1.1 Meet and Confer Expectations	10
1.2 Productivity Discussions.....	10
1.3 RBO / Labor-Management Process.....	10
1.3.1 Purpose of RBO	10
1.3.2 ASEA Labor-Management Correlating Committee	10
1.3.3 Relationships by Objectives (RBO) Process.....	11
1.3.4 Conducting Business	11
1.3.5 Representation at Meetings	11
1.3.6 Committee Creation.....	12
1.4 General SOPs, SAPs and Employee Handbook Review and Implementation.....	12
1.5 Significant SOP, SAP or Employee Handbook Revisions	12
Article 2 – Labor/Management Rights.....	12
2.1 Governing Board Rights	12
2.2 Management Rights.....	13
2.3 Association Rights	14
2.4 Unit Members' Rights	14
Article 3 – Labor/Management Grievance & Arbitration Provision	15
3.1 General Provisions	15
3.2 Grievance Procedure.....	16
3.2.1 Request for Informal Resolution.....	16
3.2.2 Level I Formal Grievance.....	16
3.2.3 Level II Grievance	17
3.2.4 Level III Mediation.....	17
3.2.5 Level IV Governing Board Hearing	18
Article 4 – Prohibited Practices.....	19
4.1 Prohibited Employer Practices.....	19
4.2 Prohibited Association Practices.....	19

4.2.1	Penalty for Prohibited Practices.....	21
Article 5 –	Compensation/Wages	21
5.1	Hours.....	21
5.2	Calculating Hours Worked	21
5.3	Overtime Calculations.....	21
5.3.1	Full-time Overtime Calculations.....	21
5.3.2	Wildland Fires Overtime Calculations.....	21
5.4	Administration of Wages/Compensation	22
5.5	LEFT BLANK	22
5.6	Out of Rank Compensation.....	22
5.6.1	Temporary Assignment.....	22
5.6.2	BLANK.....	23
5.7	Call Back Compensation.....	23
5.8	Holiday Compensation.....	23
5.8.1	Calculating Holiday Compensation for Hours Worked on a Holiday	23
5.9	Comp Time	24
5.10	Pension Plans	24
5.11	Blank.....	24
5.12	Post-Employment Health Plan (PEHP)	24
Article 6 –	Benefits.....	27
6.1	Sick Leave Accrual.....	27
6.1.1	Probationary Employees Sick Leave Accrual.....	27
6.1.2	Annual Sick Leave Accrual- Conversion to Vacation Leave.....	27
6.1.3	End of Employment Sick Leave Buy-Out.....	27
6.1.4	End of Employment Sick Leave Split Payment.....	27
6.2	Vacation Leave Accrual	28
6.2.1	Vacation Leave Accrual Rates for SFD Years of Full-time Service	28
6.2.2	Vacation Leave Accrual (Full-time hire date before January 1, 2013).....	29
6.3	Guidelines for Vacation Leave	29
6.3.1	End of Employment Vacation Leave Split Payment.....	29
6.4	Military Leave and Military Leaves of Absence.....	30
6.4.1	Paid Military Leave.....	30
6.4.2	Military Leave of Absence for Active Duty.....	30

6.5	Bereavement Leave	31
6.6	Funeral Leave	31
6.7	Pregnancy Leave/Temporary Reassignment	31
6.8	Jury Duty Leave/ Legal Appearance Compensation.....	31
6.8.1	Guidelines for SFD Related Court Appearances or Depositions	32
6.8.2	Guidelines for Jury/Witness (Non-Duty Related) Duty Leave.....	32
6.8.3	Non-SFD Court Appearance	33
6.9	Professional Development.....	33
6.9.1	Guidelines for Post-Secondary Education Assistance.....	33
6.9.2.	Educational Leave for ASEA Employees:.....	36
6.9.3	Guidelines for Educational Leave:.....	36
6.9.4	Grandfather Clause	36
6.10	Left Blank	37
6.11	Deferred Compensation Plans	37
6.12	Health Insurance	37
6.12.1	SFD Sponsored High Deductible Healthcare Plan Contributions	37
6.12.2	Out of Pocket Policy Limits	38
6.12.3	HSA / HRA Longevity Program	38
6.12.4	Employee Option to Opt-Out of Healthcare Coverage.....	39
6.12.5	Retiree Healthcare Benefits	39
6.13	LEFT BLANK	40
6.14	Dental Insurance	40
6.15	Vision Insurance	40
6.16	Workers' Compensation	40
6.16.1	Guidelines for Workers' Compensation.....	40
6.17	Long Term Disability Insurance	40
6.18	Life Insurance	41
6.19	Employee Assistance Program (EAP)	41
6.20	Uniform, Clothing and Equipment Allowance	41
6.20.1	Annual Uniform Allowance	41
6.20.2	Annual Incidental Expenses Allowance.....	41
6.20.3	Initial Hire Uniform Allotment	42
6.20.4	Cell Phone Reimbursement	42

6.21	Non-Discrimination Testing for Benefit Program	42
6.22	Physical Fitness	42
Article 8 – Prevailing Benefits		43
Article 9 – Effective Date.....		43
Article 10 – Saving Clause		43
Article 11 – Attachments/Addendums		43
11.1	Revisions and Amendments.....	43
11.2	Termination.....	44
11.3	Attachments.....	44

Administrative and Support Employee Association (ASEA)

July 1, 2021 – June 30, 2023

MEMORANDUM OF UNDERSTANDING

PREAMBLE

STATEMENT OF INTENT

The intent of this document is to recognize the District's and employees' desire to dialogue, in good faith, on employment and benefit issues, while at the same time recognizing management and the District Governing Board's fiduciary obligations to its taxpayers. It is the Governing Board who has the ultimate authority in setting policy and making fiscal decisions affecting not only the taxpayers, but the employees of the District. Matters requiring interpretation should be addressed keeping in mind this purpose whenever possible, and questions should be resolved with a focus on intent. The parties to this Memorandum of Understanding (MOU) understand and appreciate that not every circumstance can be dealt with directly in this document. It is understood and expected that there will be many opportunities where the intent behind this MOU will need to be applied to factual circumstances which were not directly addressed. When situations arise which may call into question, come into direct conflict with, or infringe upon the Governing Board's stated policies, statutory authority, or its obligations to the taxpayers of the District, those questions should be answered in favor of honoring the Governing Board's obligations in that regard, and referred to the Governing Board for consideration and clarification, when necessary.

PURPOSE

This Memorandum of Understanding (MOU) authorizes Sedona Fire District (SFD), employees, and their representatives, operating within the framework of the law, to reach agreement on matters relating to wages, hours, benefits, and working conditions.

DEFINITIONS

These words, terms, and phrases, when used in this MOU, shall mean the following:

Administrative/Support Personnel: Full time personnel, non-FLSA exempt employees. This may include operational staff who are assigned to a 40 hour a week position.

Association: Collective group of Administrative and Support Employees (ASEA).

Date of Service: The date the employee is hired as a Sedona Fire District employee either as a full-time, temporary, seasonal, reserve, or part-time employee.

Days: For purposes of this MOU, “days” shall be considered “calendar” days.

Dispute: A disagreement regarding wages, hours, benefits, and working conditions between representatives of the SFD and representatives of employee organizations during the course of meeting and conferring.

Employee Organizations: Administrative and Support Employee Association (ASEA) and Sedona-Verde Valley Firefighters Association Local 3690 Sedona Chapter or any organization of any kind, or in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning an employee benefit plan, or other matters incidental to employment relationships; or any employees’ beneficiary association organized for the purpose in whole or in part, of establishing such a plan.” (29 USCS § 1002).

Employee Representative: The Sedona Administrative and Support Employee Association or his/her designee(s), Agent, or negotiation specialist, authorized to act on behalf of the employee.

Employer: Sedona Fire District, a political subdivision of the State of Arizona, acting through its Governing Board, or its duly authorized officers and agents working on behalf of SFD.

Employer Representative: The Fire Chief or his/her designee(s), agent, District attorney, and/or negotiation specialist, authorized by the Fire Board to act on behalf of the employer.

Executive Leadership Employee: Leadership Employees involved in formulating, determining, or effectuating SFD policies, and having a significant role in employer-employee relations on behalf of the employer.

Fact-Finding: The resolution procedure conducted by an impartial third party with recommendations for settlement.

Fiscal Year: The budget term adopted by the SFD Governing Board, July 1st through June 30th annually.

Full-time Date of Service: The date an employee is hired or promoted to full-time employment with Sedona Fire District, thereby becoming eligible for the District full-time benefit package.

Full-time Employee: An employee scheduled to work at least 40 hours per week as an Administrative/Support employee, or 212 hours per 28-day work period as an Operational employee. Full-time employees are currently eligible for the District full-time benefit package. For some benefits, full-time may refer to fewer than 40 but at least 30 hours per week.

Grievance: Any dispute concerning the interpretation or application of this MOU.

Grievant: Any eligible unit member adversely affected by an alleged violation of the MOU.

Impasse: The failure of designated representatives of SFD and representatives of an employee organization to achieve agreement in the course of meeting and conferring.

Labor-Management Committee: Two representatives of SFD Administration/Support Employees Association; two representatives of Sedona-Verde Valley Firefighters Association, Local 3690, Sedona Chapter (if applicable); and two representatives of SFD management, as designated by the Fire Chief.

Mediation: The efforts of an impartial third party to assist in reconciling disputes. Topics may include wages, hours, benefits, and working conditions between SFD and employee organizations through interpretation, suggestion, and advice.

Meet and Confer: The performance of the mutual obligation of the SFD through its Governing Board, Fire Chief or his/her designee and representatives of the Association to meet at reasonable times, including meetings in advance of the budget making process; and confer in good faith concerning wages, hours, benefits, and working conditions or any question arising thereunder, and the execution of a written Memorandum of Understanding embodying all agreements reached, but such obligation does not compel either party to agree to a proposal or the making of a concession.

Memorandum of Understanding (MOU): Written agreement arrived at by SFD and the Association, which shall be presented to the SFD Governing Board and to the membership of the Association for appropriate action.

Operational Personnel: That full-time personnel who are typically assigned to work a 53-hour work week and whose primary responsibility is to provide emergency services.

Part-time Employee: An employee normally scheduled to work at least 20 hours but less than a 30-hour workweek on average. Part-time employees are currently ineligible for most District benefits.

Shift: Employee's regularly scheduled work hours during a 24-hour period.

Strike: The failure by concerted action with others to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, or concerted abstinence in whole or in part by any group of employees from the full, faithful, and proper performance of the duties of employment with the employer, or the concerted engagement in a work action to induce, influence, or coerce a change in wages, hours, benefits, working conditions, or terms of employment.

Unit Member: Full-time Administrative/Support employees of SFD who have elected to become members of the ASEA; but shall exclude contracted, temporary, seasonal, reserves, or part-time employees.

Article 1 – General Expectations

1.1 Meet and Confer Expectations

It is the expectation that all parties will negotiate in good faith and with the purpose of mutual obligation of SFD through its Fire Chief or designee and the representatives of ASEA. The parties will meet at reasonable times, including in advance of the budget making process; and confer in good faith with respect to wages, hours, benefits, and working conditions or any question arising thereunder. It is also an expectation for the execution of a written Memorandum of Understanding embodying all agreements reached, but such obligation does not compel either party to agree to a proposal or the making of a concession. The Meet and Confer process must be completed well in advance of the date set by law for tentative adoption of the annual budget. Meet and Confer includes the duty to submit any agreement reached on these matters to SFD for action pursuant to this MOU. Representatives from ASEA involved in the Meet and Confer process will be allowed to attend during working hours, staffing permitting. Attendance during non-working hours is non-compensable.

1.2 Productivity Discussions

Recognizing the need to provide the highest practical level of emergency and administrative support services to the citizens of the Sedona Fire District, ASEA pledges to continue to work towards increasing the productivity of SFD. In a continuing commitment towards increased productivity, the joint Labor-Management Team shall meet on a regular basis during the term of the MOU to discuss the development of structured productivity programs within the SFD. The distribution of any demonstrated economic savings or other productivity rewarding measures resulting from the implementation of productivity programs shall be a proper subject for the Meet and Confer process, if legally appropriate.

1.3 RBO / Labor-Management Process

1.3.1 Purpose of RBO

The purpose of the Relationships by Objectives (RBO) committee is to enhance service delivery models and address public safety employee-related issues. The RBO process is done through the facilitation and open discussion of mutual concerns and problems which may include: implementation of major department programs and/or substantial modifications of existing major programs that will have a significant impact on service delivery or work schedules. Items of concern are then enacted as initiatives to be accomplished over an appropriately established timeframe.

1.3.2 ASEA Labor-Management Correlating Committee

There shall be an ASEA Labor – Management Correlating Committee consisting of the Fire Chief and ASEA group representative who provides direction and overall procedural authority for the entire RBO / Labor-Management process.

1.3.3 Relationships by Objectives (RBO) Process

RBO Committees shall meet annually at mutually scheduled times, and at other mutually agreed upon times as necessary. The RBO Committee process consists of members of Labor and Management who have been selected to participate in an area of their interest and expertise. Each initiative mutually identified in the RBO process will consist of a Committee established with representatives from labor and management and facilitated by co-chairs. Sub-committees may be further developed to facilitate meetings to achieve goals as set forth in the agreed upon initiatives. Throughout the year, Committees and Sub-Committees will meet regularly to accomplish their RBO initiatives.

1.3.4 Conducting Business

A standing agenda will be developed to maintain order and provide focus for the meeting. The members shall, in advance of a meeting, provide the chairperson(s) with proposed additional agenda items, and the co-chairs will provide the members with the meeting agenda.

1.3.5 Representation at Meetings

- Representatives of ASEA on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty time.
- Chairperson(s) may establish sub-committees with proper representation from respective groups as necessary.
- The Sub-Committees may suggest recommendations to the Fire Chief for consideration and determination if appropriate.
- Members who are designated by the ASEA Labor-Management Committee as participants at any level of the RBO/Labor Management process through a committee or sub-committee will work with management on the priorities determined through the RBO process. These initiatives pertain to enhancing operational efficiencies, service delivery, and improvements to employee safety and organizational performance.
- Unit Members who are designated by the ASEA Labor-Management Committee as RBO/Labor Management Committee Members will be eligible for compensation. These individuals will work with management on the priorities determined through the RBO process. These initiatives pertain to enhancing operational efficiencies, service delivery, and improvements to employee safety and organizational performance.
- Additional time/hours outside the employee's normal work shift used for researching, investigating, consulting etc. for the Meet and Confer process are not considered to be hours worked and are not compensable nor should the time incur backfill shift coverage.
- The Meet and Confer process will be utilized for any changes made to policy that will impact the employee's wages, benefits, or working conditions.

1.3.6 Committee Creation

Any RBO committee established under this MOU shall, notwithstanding any provision to the contrary, be discretionary in the judgment of the Chief and the ASEA Representatives. The Governing Board of the Sedona Fire District shall not be obliged or involved in the creation of any committee, establishing the membership of any such committee, or dictating to that committee its purpose or goals. No such committee shall have an obligation to report back to the Governing Board of the Sedona Fire District.

1.4 General SOPs, SAPs and Employee Handbook Review and Implementation

New Standard Administrative Procedures (SAPs), Standard Operating Procedures (SOPs), SFD Employee Handbook, or major revisions to them by the District will be implemented following a two-week review by administrative managers, battalion chiefs, and two (2) representatives from each employee group, as selected by the employee groups. This group will provide input on appropriate changes or newly designed SAPs, SOPs, and Employee Handbook revisions as draft documents are developed, with the Fire Chief having the exclusive right to establish and maintain department rules and procedures, as described in Section 2.2 of this MOU.

SFD has transitioned to an Employee Handbook for many of its business practices and expectations for its employees. Each employee will be informed how to access the Handbook, sign the required acknowledgements, and understand the expectations outlined in the Employee Handbook.

1.5 Significant SOP, SAP or Employee Handbook Revisions

Any major modification of some or all SOPs, SAPs, and Employee Handbook, which pertain to unit members, will be done in accordance with the same review process outlined in Section 1.4. All additions, deletions, and modifications to policies and procedures, which effect unit members, will be done in collaboration between members of Management and Labor. Any changes that would affect wages, hours, prevailing benefits, and working conditions may require a separate RBO process of its own. In extreme circumstances, policy changes may be delayed until such time it can be discussed during the formal meet and confer process.

Article 2 – Labor/Management Rights

2.1 Governing Board Rights

The Governing Board is recognized as the exclusive policy making body of SFD. None of its actions or decisions shall serve as a basis for, or be evidence of, any unfair labor practice or other violation of this Meet and Confer MOU. The SFD Board and its agent are protected as to any policy, legislative or quasi-legislative act, or act by the Board in its quasi-judicial capacity. No action may be taken against the SFD Governing Board, its Board members, or an employer representative while acting under the specific direction of the Governing Board as to the adoption or application of any policy, legislative, or quasi-legislative act, or any act by the Governing Board in its quasi-judicial capacity.

Any such act by the Governing Board shall supersede any conflicting provision of the MOU. The Board may come to an independent conclusion as to the appropriateness of any provision within the MOU, and the Governing Board's decision is final. The SFD Governing Board may terminate the Meet and Confer negotiations or this MOU with notice, under circumstances it deems necessary and appropriate. All financial commitments or obligations of the District shall be subject to annual appropriation by the then sitting Governing Board. In the event that appropriation is not made, this MOU shall lapse.

2.2 Management Rights

It is the right of SFD to determine the purpose of each of its departments, sections, bureaus, and committees; set standards of service to be offered to the public; exercise control and discretion over its organization and operations; direct its employees; take disciplinary action; suspend or relieve its employees from duty because of lack of work or for 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 employer's operations are to be conducted. The Fire Chief shall inform SFD's employees, or authorized representatives of employee organizations, about the direct consequences that decisions on these matters may have on wages, hours, benefits, and working conditions. SFD has the right to take all necessary actions to maintain uninterrupted service to the community.

The Association recognizes that SFD 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 manner in which SFD's activities are conducted, managed, and administered. The Association recognizes the exclusive right of the Fire Chief to establish and maintain departmental rules and procedures for administration of SFD during the term of Resolution #2014-05 and this MOU provided they do not violate any specific express provisions of Resolution #2014-05 and this MOU.

SFD and the Fire Chief have the exclusive right and authority to schedule work and/or overtime work based on operational needs of SFD.

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 Unit members.

The Fire Chief reserves the right to discipline or discharge unit members for cause, pursuant to applicable regulations. SFD reserves the right to lay off personnel.

The Fire Chief shall determine assignments, and establish methods and processes by which assignments are performed. Significant changes, for example, to hours, job descriptions, and working conditions, shall be discussed with Association designees.

Except as otherwise specifically provided in Resolution #2014-05 and this MOU, SFD and

the Fire Chief retain all rights and authority to which they are entitled by law.

SFD shall have the authority to reorganize at its sole discretion, and shall first discuss such reorganizations with the Association.

The Association recognizes SFD has statutory and legal rights and obligations in contracting for matters relating to SFD operations, and those rights and obligations will supersede any conflicting provision of the MOU.

Any and all rights concerning the management, organization, and direction of SFD and its personnel, including those set forth in Resolution #2014-05 and this MOU shall be exclusively the right of SFD and the Fire Chief, unless otherwise provided by the express terms of Resolution #2014-05 and this MOU, as permitted by law. Therefore, the Association pledges cooperation in this matter to increase SFD efficiency and effectiveness.

In the event of an unforeseen financial dilemma that has the potential for impacting the current MOU, the Fire Chief and employee association representatives will work together towards a mutually acceptable agreement in the best interest of the District.

Enumeration of the above rights is illustrative only and not to be construed as all-inclusive.

2.3 Association Rights

There can only be one official and exclusive employee organization for each employee group (i.e., Firefighters Union, Administration/Support Association) for purposes of meeting and conferring. Nothing in this MOU shall prohibit any unit member not within an employee group represented by a designated employee organization from exercising any rights the unit member may have to meet with the Fire Chief consistent with personnel rules and regulations or any Fire Chief directive.

The Association shall have the right to monthly dues deductions, if approved by the unit members of the organization. If dues are going to be collected, a formal labor union organization may need to be formed.

Association representatives shall be released from duty with full pay to provide employee representation in a grievance hearing or disciplinary meeting with a unit member, if release from duty does not significantly impact the District's ability to conduct operations.

Enumeration of the above rights is illustrative only and not to be construed as all-inclusive.

2.4 Unit Members' Rights

Unit members have the right to be represented by the Association at any meeting which could or will result in disciplinary action being taken against that member. The unit member will have one and one-half (1 ½) hours to obtain Association representation from the time of notification

of meeting or an Association representative will be contacted with at least one and one-half (1½) hours' notice to be present at the meeting with the unit member. Unit members may have representation by an on-duty Association representative, if that representative's attendance does not impact the current operational readiness of the District.

Unit members shall have the right to join and participate in an employee organization, or to refrain from joining or participating. A unit member shall not hold any elective or appointive office in any employee organization until such employee has successfully completed the probationary period following their initial employment.

Unit members are protected by the approved MOU, as well as SFD policies and procedures. The Governing Board affirms its policy that in matters not expressly covered by an approved MOU, decision-making authority shall rest with the Fire Chief unless otherwise provided by SFD policies and procedures or this MOU, upon subsequent interpretation by the Fire Chief or Governing Board, or applies only to the benefits and grievance portions of the policy.

Unit members shall have the right to be represented by Association in the determination of wages, hours, benefits, and working conditions, and to be represented in any perceived discrepancy of the MOU.

Resolution #2014-05 does not prevent unit members from discussing his or her concern about the inconsistent application of an approved MOU in matters of wages, hours, benefits, and working conditions, in person or by legal counsel, with the employer, as long as the intent of this MOU and Resolution #2014-05 is not violated.

The Association shall not represent executive and management-level employees, i.e., Fire Chief, operations chief, battalion chief, division managers, nor shall such management employees take an active role in the policy making activities of the Association, nor shall such management employees participate directly or indirectly in the Meet and Confer process except as representatives of SFD.

Enumeration of the above rights is illustrative only and not to be construed as all-inclusive. Unit members have the right to participate or engage in activities on behalf of the Association, and the right to refrain from such activity. Unit members shall be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against the Association. Violations may necessitate disciplinary action based on current SFD policies and procedures.

Article 3 – Labor/Management Grievance & Arbitration Provision

3.1 General Provisions

- Every effort will be made by the parties to settle grievances at the lowest possible level.

- Until final disposition of a grievance, the grievant shall comply with the directions of his/her immediate supervisor.
- No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- The time deadlines set forth in the grievance procedure above shall be measured in calendar days.
- Failure of the grievant to adhere to the time deadlines shall mean the grievance is withdrawn. The grievant and Fire Chief may extend any time deadlines by mutual agreement.
- Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular workday of the participants. If any grievance meetings or hearings must be scheduled during duty hours, any unit member required by either party to participate as a witness or grievant shall be released from regular duties without loss of pay for a reasonable amount of time. Overtime is not provided for off-duty time except for witnesses required to testify by the Fire Chief.
- The Fire Chief and Association may agree to consolidate grievances at any level.

3.2 Grievance Procedure

3.2.1 Request for Informal Resolution

When a unit member has a problem or complaint regarding terms or rights set forth in the MOU, he/she shall first try to resolve the matter through discussion with the immediate supervisor within thirty (30) calendar days following the occurrence or knowledge of the event on which the grievance is based. Unit members waive the right to advance a grievance if not raised within such thirty (30) day period. The immediate supervisor shall respond within ten (10) days to the grievant. Any decision rendered shall be consistent with the authority to do so.

3.2.2 Level I Formal Grievance

If the unit member is not satisfied with the outcome of informal resolution, the unit member may initiate a formal grievance and submit to the ASEA representative. Such formal grievances must be initiated in writing within ten (10) days of decision of the immediate supervisor in the informal resolution process. The Association shall respond to the grievant in writing within ten (10) days of receiving the formal grievance. If the Association intends to file a Level II grievance, they have ten (10) days after written notification accepting the grievance to file an official grievance (Level II).

Elements of a Formal Grievance

The written grievance shall include:

- A description of the specific grounds of the grievance including names, dates, and places necessary for a complete

understanding of the grievance.

- Identify the level of grievance being submitted.
- A specific explanation of how the grievant has been affected.
- The section of the MOU that is alleged to have been violated.
- A list of reasons why the immediate supervisor's proposed resolution of the problem is unacceptable.
- A list of specific actions requested by the grievant of the District, which will remedy the grievance.
- The signature of the grievant.

If the Association does not feel there has been a breach of the MOU, the unit member and/or members have the right to pursue their concerns without support or recognition by ASEA.

Unit members who proceed with any grievance or complaint without ASEA representation may be subject to any policies that apply and may be accountable for their own actions.

3.2.3 Level II Grievance

If the Association or unit member grievant is not in agreement with the decision rendered by the immediate supervisor, the Association or unit member grievant shall have the right to file a formal written appeal to the Fire Chief within ten (10) days after the date a written decision is determined as outlined in the Level 1 process. The grievance shall include the elements listed in Section 3.2.2.1, and a description why the grievant and Association believe the decision at the previous level(s) was not justified. The Fire Chief shall consider the grievance, and submit a written response within ten (10) days of receipt of grievance.

If there is a belief that further resolution is needed, either Labor or Management can suggest going to Level III Mediation. If the Association is not satisfied with the written response by the Fire Chief, the Association has ten (10) days to request Level III mediation for further resolution of the grievance.

3.2.4 Level III Mediation

ASEA and SFD shall attempt to agree to a mediator. If no agreement can be reached, they shall request the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving public employees. Each party shall alternately strike a name until only one (1) remains. The remaining panel member shall be the mediator.

- If either the fire district or ASEA so requests, the mediator shall hear the merits of any issue raised regarding the mediation potential of the grievance first. No hearing on the merits of the grievance will be conducted until the issue of mediation potential has been decided.
- The mediator shall, as soon as possible, hear evidence and render a decision on the issue(s). If the parties cannot agree upon a submission agreement, the mediator shall determine the issues by referring to the written grievance and answers thereto at each step. A certified court reporter shall record the entire mediation hearing unless the parties mutually agree otherwise.
- The jurisdiction and authority of the mediator so selected and the opinions the mediator expresses will be confined exclusively to the interpretation of the express provision(s) of the MOU. The mediator shall be without power or authority to make any decision that requires SFD to do an act prohibited by law.
- After a hearing and both parties had an opportunity to make written arguments, the mediator shall submit written findings and decisions, which are presented to the Governing Board for approval.
- Fees and expenses of the mediator and court reporter shall be shared equally by SFD and the unit member.
- Neither party shall be responsible for the expense of witnesses called by the other. If both parties agree to skip Level III Mediation and go directly to the Governing Board to present the proposed grievance, they may do so.

The time requirements set forth in the grievance procedure above may be extended where management determines appropriate or necessary based on scheduling conflicts or conflicting responsibilities.

3.2.5 Level IV Governing Board Hearing

If either party is not satisfied with the Level III Mediation decision (unless mediation waived) and feels it is necessary to bring the matter to the Governing Board, they may do so.

The Governing Board shall include an agenda item at its next practical regular scheduled Board Meeting or at a special meeting to hear both sides' concerns (including the mediator's findings if applicable). The decision of the Governing Board shall be final. In the event a Governing Board meeting is scheduled for more than thirty (30) days from such time, they shall call a special board meeting unless mutually agreed upon by all parties to have a board meeting/hearing in greater than 30 days. In either case, the hearing must be heard within 60 days of bringing it to the Governing Board. Such submission shall be made to the attention of the Board Chair.

The Governing Board's decision shall be final and binding. This grievance procedure is the final remedy to resolve disputes as described herein.

Article 4 – Prohibited Practices

While everyone is expected to work together for a common interest of providing Safe, Friendly, and Dedicated service, there are certain expectations from all parties who work together and are part of this Memorandum of Understanding.

4.1 Prohibited Employer Practices

The employer is prohibited from:

- Interference with unit member rights under this MOU.
- Domination of employee organizations.
- Discrimination against unit members for membership in the Association or for engaging in concerted activities permitted by this MOU or applicable law.
- Retaliation against unit members for invoking their rights under this MOU.
- Refusing to meet and confer with the Association, provided it shall not be a violation of this sub-section for the employer to refuse to meet and confer, about economic items after the date set by law for tentative adoption of the annual budget.
- Conducting a lockout unless required to protect and preserve the public peace, health, or safety of the SFD and its residents, or required by the SFD to enforce any violation of Resolution #2014-05, any MOU, or any applicable laws.
- Engaging in disputes between the Employee Group's leadership and its respective members on internal matters unless requested in writing and agreed to by both parties.

4.2 Prohibited Association Practices

The Association is prohibited from:

- Soliciting members, dues, and other internal employee organization business during duty hours and interfering with the work process. This shall not be construed to prevent those working a shift at a fire station from discussing employee organization business other than soliciting members or dues, if these discussions do not interfere with regular district activities. Association Members will have the right for up to 1 hour during orientation process of newly hired eligible unit members for introduction to ASEA and membership solicitation.
- Restraining or coercing unit members in the exercise of their rights under Resolution #2014-05 and this MOU.

- Causing the employer to unlawfully discriminate against any unit member.
- Refusing to Meet and Confer with employer.
- Threatening, coercing, or restraining any person with the object of forcing employer to recognize an Association, forcing any person to stop doing business with employer, forcing employer to meet and confer with Association member not authorized as a meet and confer agent, or forcing employer to assign work to a particular employee organization, trade, or Causing employer to pay for services not performed.
- Discussing negotiation matters with members of the SFD Governing Board from the time the Association submits their proposals and extending up to the presentation of the Fact-Finding Committee's report to the Governing Board, as provided for in Section 4 of Resolution #2014-05.
- The expression of any views, arguments, or opinions, or the dissemination thereof, whether in written, printed, graphic, or visual form if such expression contains threat of reprisal or force of promise of benefit. Such expression shall not constitute or be evidence of any violation of any provisions of Resolution #2014-05 or this MOU if it contains no actual or perceived threat.
- Withholding, interrupting, or discontinuing the rendering of fire protection and emergency medical services to the community. The Association and their members covered by Resolution #2014-05 and this MOU recognize that to do so would endanger the health, safety, and welfare of SFD citizens, and so shall not cause same under any circumstances or conditions.
- Supporting, approving, or encouraging any strike, walkout/work stoppage, or other prohibited action. The Association shall disavow any strike, walkout/work stoppage or other prohibited action, and shall notify in writing all of its officers and representatives of their obligation and responsibility for maintaining compliance with these sections, including their responsibility to remain at work during any interruption that may be caused/initiated by others. Copies of such notification shall be delivered to the office of the Fire Chief. In addition, the Association shall order, both orally and in writing, all its members participating in a work stoppage to immediately return to work and cease the walkout/ stoppage. Copies of the written order shall be delivered to the office of the Fire Chief. If unit members do not return to work, they shall be suspended from the Association. Any employee who participates in a work stoppage may be eligible for disciplinary action up to an including termination.
- Coercing an employee to join the Association.
- Interfering with the employer's interaction with any employee who is not a unit member.
- Retaliating against any unit member for bringing to the attention of the employer any complaints or concerns that unit member has.

4.2.1 Penalty for Prohibited Practices

- Penalties or sanctions SFD may assess against unit members who violate this MOU shall include, but not be limited to:
- Discipline up to and including termination of employment.
- Loss of all compensation and benefits, including seniority, during the period of prohibited activity.
- Should the Association during the term of this MOU and until such time that it is expressly and legally rescinded, breach its obligations under this MOU, it is agreed all penalties set forth herein shall be imposed on the Association, in addition to other legal and administrative remedies available to the SFD that it may elect to pursue.
- Nothing contained herein shall preclude the SFD from obtaining judicial restraint or from seeking damages from the Association in the event of a violation of Resolution #2014-05 or this MOU.
- Nothing herein shall prohibit the Association from determining and maintaining its own rules for obtaining or retaining membership rights in said organization so long as said rules do not bear upon any rights to employment with the employer.
- Written claims of violations of this section shall be adjudicated by a Fact-Finding Committee, utilizing the same process as described regarding Meet and Confer in Resolution #2014-05.

Article 5 – Compensation/Wages

5.1 Hours

Unit members assigned to Administrative and Support Services shall continue to average forty (40) hours per week. Regularly assigned shifts may be up to ten (10) hours in duration, unless agreed upon in writing by the Association.

5.2 Calculating Hours Worked

Hours worked are defined as all hours members are on the schedule – on duty, vacation leave, sick leave, etc. and factored into determining members' hours worked and any related FLSA pay benefits such as overtime.

5.3 Overtime Calculations

5.3.1 Full-time Overtime Calculations

Hours worked that total over forty (40) hours per seven (7) day work period.

5.3.2 Wildland Fires Overtime Calculations

Support personnel ordered to respond to a wildland fire incident will be compensated as outlined in the general provisions of Cooperative Fire Rate

Agreement. These employees will be paid at their regular hourly wage for the shift(s) they are assigned to the incident and they will be paid at 1.5 times their regular hourly wage for all other hours worked on the incident – to include approved travel time to and from incident.

Employee compensation will be based on the hours shown on the crew time report (CTR) that are approved by Arizona Division of Forestry and Fire Management (DFFM) for payment. Normally, only hours approved by DFFM will be paid. Actual shift times will be the typical hours scheduled based on position and function within the Association and will be used for the purposes of calculating the appropriate compensable rate (regular versus overtime). SFD Personnel do not receive hazard pay or other special incentive pay. Salaried employees will be compensated for all hours at their straight time rate (annual salary divided by 2080).

In both cases, “Rest and Recuperation” will only be compensated if it fits the criteria outlined in the current National Wildfire Coordinating Group Incident Business Management Handbook and is reimbursable by DFFM.

When issues caused by extended travel times when returning from assignment create a potential safety concern, consideration should be given to allowing additional time off to mitigate fatigue. If, after appropriate fatigue mitigation actions that ensure adherence to the 2:1 work/rest ratio has occurred prior to demobilization AND the travel distance and duration of travel contribute to a situation where SFD personnel may not be adequately rested, AND the length of assignment does not allow for compensable R&R AND the personnel are scheduled to work on return to SFD the Battalion/Division Chief on duty may allow affected personnel to be placed off duty for a maximum of 8 hours to mitigate the fatigue. In this instance, the time off will not be charged to the incident or the individual’s leave balances.

5.4 Administration of Wages/Compensation

Effective on July 1, 2023, the approved SFD Wage Scale shall be the pay plan for unit members and shall remain as such until June 30, ~~2024~~ subject to non-appropriation provisions of Section 2.1 The scale includes: a one-time 6.5% increase in base pay to all represented employees. Consideration of a COLA for FY2024 is subject to the discretion of the Governing Board in the FY2024 budget approval. Management agrees to complete a wage study for Fiscal Year 2024 wage comparisons. The applicable FY2024 wage scale will be added to the MOU as an addendum. Employees may refer to Attachment B – Pay Scales for FY 2024.

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5.6 Out of Rank Compensation

5.6.1 Temporary Assignment

When a unit member will be assigned a temporary or special detail assignment to a position of higher rank that will exceed 30 days, they are eligible for an increase in pay. The unit member will be given a 5% increase in their hourly wage which is designed to be commensurate with the responsibilities and expectations of the temporary assignment.

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5.7 Call Back Compensation

Any off-duty personnel responding to a request for call back who reports to the incident or the station will be awarded a minimum of 2 hours of pay, after which the employee will be paid accordingly. This calculation will start at the time the call was initiated and will accumulate until the employee is released. All personnel must be reflected in Telestaff in order to be compensated.

5.8 Holiday Compensation

SFD recognizes eleven Federal or State holidays for purpose of holiday compensation. Holiday hours are considered hours worked as outlined in Employee Handbook Section 1403.10. ASEA employees are compensated with Holiday Pay based on the Federal or State observed holiday if it falls on a regularly scheduled workday. Hours paid will be based on hours regularly scheduled (example: if the observed holiday falls on a Friday and the employee's normal work week schedule is 4 hours that day, only 4 hours of holiday pay will be paid; if the employee does not normally work on Fridays, there will be no pay). If there is a conflict between an observed holiday and an actual holiday, the 40-hour employee will not be compensated for work on both days. Holidays that fall on the employee's regular day off (ex. Friday, Saturday, or Sunday) will not be eligible for holiday pay.

Below are the eleven recognized holidays:

4th of July (Independence Day), Christmas Eve, Christmas Day, New Year's Day, Thanksgiving, Memorial Day, Labor Day, Presidents' Day, Martin Luther King Jr. Day, Veterans Day, and Columbus Day.

Due to a varying number of observed holidays falling on Fridays, a non-workday for Administrative/Support staff, effective July 1, 2021, one "Floating Holiday" will be granted to each Administrative/Support staff member to be used within the fiscal year at the employee's discretion upon the approval of their supervisor. The "Floating Holiday" will take the place of one 10-hour work day, has no cash-in value, and will not carry over to the following year.

5.8.1 Calculating Holiday Compensation for Hours Worked on a Holiday

- All overtime hours worked on an observed holiday shall be paid at time and a half. This is comprised of straight time (1x) plus overtime (.5x).

- Administrative staff will be paid holiday pay as outlined in Section 5.8 in addition to any overtime hours worked on an observed holiday.
- Compensated Time Off - If an employee opts to use the time in a Comp Time manner, the appropriate number of hours worked, multiplied by the appropriate rate, will be formulated into the number of hours of straight time and put into the comp time leave bank consistent with the policy.

Holiday Pay Compensation

- Holiday pay will be paid on the pay date following the holiday.
- Overtime will be paid on the pay date following the pay period that overtime was earned.

5.9 Comp Time

40 hour non-exempt members will be eligible to accumulate up to 20 hours of comp time in lieu of overtime. Each hour worked accumulates at a rate of 1.5 hours for each hour worked. The hours must be used within 60 days of earning the time and prior to any increase in wages of accumulating the comp time hours. If not, hours will be paid at the straight time rate. Any overtime or comp time hours worked require supervisor approval before the hours are worked.

5.10 Pension Plans

Unit members will participate in either the Public Safety Retirement System (PSPRS) or Arizona State Retirement System (ASRS) based on their eligibility as stated in the Arizona Revised Statutes. Participation is mandatory by all eligible employees and there is no opt out provision unless an employee is deemed ineligible by the statutes. Employee and Employer contributions to the either pension plan are statutorily set and each will pay their respective percentages as required.

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5.12 Post-Employment Health Plan (PEHP)

The Post-Employment Health Plan (PEHP) will follow rules and regulations of the Internal Revenue Service (IRS) and participation is mandatory for all eligible unit members. All groups are subject to IRS approval for existence and may be altered to maintain IRS compliance if applicable. This benefit is designed to assist unit members post-employment with SFD with eligible health care expenses. The PEHP defers employee and employer contributions, tax-free, for use after employment or at any age set by the bargaining unit and the District to assist with healthcare costs. Covered reimbursements may include insurance premiums, eyeglasses, dental care, or any included items listed in IRS Publication 502. All contributions are based on the IRS calendar year.

The District is required to match 2% of the unit member's bi-weekly earnings. Each eligible unit member will contribute a minimum of 2% of their bi-weekly earnings via payroll

deduction. Additional information can be found in the Employee Handbook Section 1405.11.

Because of the IRS rules required to be eligible, the following is a list membership groups based on their rank or eligibility. In each case, there is a set amount contributed based on the respective group. This flat amount will be deposited into what the IRS considers a 105 plan and any amounts above that will be deposited into the 106 plan. The plan document will outline the contributions based upon each classification.

Eligible employees of SFD that are not represented in either MOU (3690 or ASEA) will be placed in the appropriate existing group as outlined in the Employee Handbook and PEHP Plan Document. The employee will be placed in a group based on most comparable PEHP rank/group for their current position and pay scale.

ADMINISTRATION GROUPS

Generalist/Specialist

The administration group will be based off of the Step 2 Receptionist wage according to the most current SFD wage scale. All employees in this group are required to contribute 2% of their earning with a matching 2% by SFD. A set dollar amount per pay period will be deposited into the 105 plan. All remaining contributions above this amount will be deposited into the 106 plan.

Technicians

The technicians group will be based off of the Step 2 Maintenance Technician wage according to the most current SFD wage scale. All employees in this group are required to contribute 2% of their earning with a matching 2% by SFD. A set dollar amount per pay period will be deposited into the 105 plan. All remaining contributions above this amount will be deposited into the 106 plan.

Command Staff

The command staff group will be based off of the Step 1 Telecommunications Manager wage according to the most current SFD wage scale. All employees in this group are required to contribute 2% of their earning with a matching 2% by SFD. A set dollar amount per pay period will be deposited into the 105 plan. All remaining contributions above this amount will be deposited into the 106 plan.

OPTIONAL GROUPS:

Employees may participate in one of the optional groups in lieu of their normally assigned groups. The employee must elect to participate in an optional group during the PEHP Open Enrollment period in order to properly process their PEHP contribution before the first paycheck in January. Open enrollment will start around mid-November and end mid-December. In the case of choosing the Retirement Group, all determinations about the negotiable percentages/amounts will be done on or before the 2nd Thursday in December. When an employee wishes to change their PEHP group election, HR must be notified in writing no later than December 15th. If no notice is provided, the employee will remain in

the group they were in the previous year or in the proper group based on the employee's position within the organization.

Tenured

Employees with 5 years of SFD service may elect to be part of the Tenured group. Tenured employees will contribute 3% of their earnings into PEHP. A flat dollar amount will be deposited into the 105 plan. The flat amount is 3% of the lowest paid member's bi-weekly base salary. The remainder of the employee's contribution above the flat dollar amount will be deposited into the 106 plan.

Sunset

Employees with 17 years of credited PSPRS or SFD years of service and/or over the age of 50 before January 1 of the plan year may elect to be part of the Sunset group in lieu of their normally assigned group. Sunset employees will contribute 11% of their earnings into PEHP. A flat dollar amount will be deposited into the 105 plan. The flat amount is 11% of the lowest paid member's bi-weekly base salary. The remainder of the employee's contribution above the flat dollar amount will be deposited into the 106 plan.

Retirement

Any employee eligible for PEHP is eligible to participate in this group. Employees will contribute 6% of their earnings into PEHP. A flat dollar amount will be deposited into the 105 plan. The flat amount is 6% of the lowest paid member's bi-weekly base salary. The remainder of the employee's contribution above the flat dollar amount will be deposited into the 106 plan. The employer will contribute 2% of the employee's earning into the 106 plan. Annually, the group can collectively determine (by consensus) a percentage or amount of the Sick Leave and/or Vacation Leave payout to be contributed upon separation of service. If a consensus cannot be made, the Fire Chief will make the final decision on what the reasonable compromise is for the group. Each individual will then determine if participation in the retirement group is appropriate based on final terms of the group. Participation in this group does not make it mandatory to retire during the calendar year in which you choose to enroll; however, it requires you to abide by the terms of the group as applicable to participants in this group.

Loyalty Medical Waiver

Annually employees who have waived the district's health insurance and have 5 years of employment, per SFD vacation guidelines for years of full-time service, as of July 1st are eligible to receive the Loyalty Medical Waiver contribution into the PEHP 105 Universal plan. This contribution is in lieu of the annual HSA/HRA loyalty contribution made by SFD, since the employee is not eligible to participate in either plan per IRS regulations. Members do not need to enroll into this group but are automatically eligible due to their waiving the district's health insurance and meeting the required years of service. A flat one-time annual contribution will be made using the tiers below.

- 5 through 9 years: \$250
- 10 through 14 years: \$500

- 15 through 19 years: \$750
- 20+ years: \$1,000

Article 6 – Benefits

6.1 Sick Leave Accrual

Unit members are provided with a Sick Leave benefit for the purpose of caring for themselves or their family when they are sick or injured to be utilized in accordance with Employee Handbook Section 1404.3 in compliance with Arizona Fair Wages and Healthy Families Act and all other applicable regulations. Unit members who work a 40-hour week will accrue Sick Leave at a rate of 120 hours per year (4.62 hours per pay period), capped at 520 hours accrued.

6.1.1 Probationary Employees Sick Leave Accrual

On date of hire, all Full-time Probationary employees will be credited one year of accruals to their Sick Leave bank – 120 hours for 40 hours per week unit members. During the one-year probationary period, the unit members will NOT accrue sick leave. Upon completion of the 365th day of employment, the unit member will begin to accrue sick leave in accordance with the accrual rates outlined in MOU section 1406.1 and other policies related to sick leave accrual, usage and any related payouts upon separation of service.

6.1.2 Annual Sick Leave Accrual- Conversion to Vacation Leave

Employees who reach the Sick Leave (SL) Cap will not accrue SL hours until their balance is below the 520-hour cap. At the end of each fiscal year, payroll/benefits will calculate the actual number of SL hours accrued. Hours that were not accrued because the unit member was at the SL cap will be converted at a 0.1667 rate for up to 20 hours of Vacation Leave (VL). The unit member's VL bank will be credited the respective VL hours on the first pay period in July. Any SL to VL conversion cannot exceed the current VL cap.

6.1.3 End of Employment Sick Leave Buy-Out

Vesting Schedule for SFD Years of Full-time Service upon separation:

0 through 4 years: Employees will receive no pay for accrued Sick Leave.

5 through 9 years: 50% of accrued Sick Leave hours up to 453 hours will be paid.

10 through 14 years: 75% of accrued Sick Leave hours up to 453 hours will be paid.

15+ years: 100% of accrued Sick Leave hours up to 453 hours will be paid.

Employees who are terminated with cause shall forfeit accrued Sick Leave hours in accordance with District policies.

6.1.4 End of Employment Sick Leave Split Payment

Unit members separating from the District must provide official written notification of their intention to participate in the Sick Leave Split Payment of up to half of their

Sick Leave accrual balance using the “SFD Retirement Split Payout Request Form” by April 1 of the preceding fiscal year. This option assists SFD in preparation for budgeting and staffing needs and may benefit the employee by spreading the Sick Leave payment income across two (2) calendar years, while occurring within the same fiscal year. Members are NOT required to participate in this program and are able to retire at any time they are eligible or decide to regardless of the date of termination of service with the District; however, all of the provisions outlined must be met to be eligible to participate in this program. All funds paid are eligible to be allocated in any deposit form or vehicle SFD allows at the direction of the unit member and as allowed by the IRS.

The SFD Retirement Split Payment Request Form must include the unit member’s official date of retirement and the percentage of Sick Leave hours requested in the first payout which cannot exceed 50 percent of the unit member’s accrual bank. A new cap will be established using the remaining balance created by the 1st payout. The employee will continue to accrue time as outlined in the MOU during their time of employment up to the new cap.

The first installment of the Sick Leave Split Payment will be in the last pay period the unit member is employed or the last payroll in December whichever occurs first. If the retirement date occurs between July 1 and Dec. 31, the remaining balance will be paid to the unit member on the first pay date in January. Unit members who retire between January 1 and June 30 will be paid in accordance with the last date of employment up to and including the last payroll in June.

Penalty for non-retirement after the first installment payout shall prohibit the unit member’s eligibility for the Sick Leave Split Payment program for the remainder of their employment with SFD.

6.2 Vacation Leave Accrual

Full-time employees are provided with paid Vacation Leave to be used at the discretion of the unit member.

6.2.1 Vacation Leave Accrual Rates for SFD Years of Full-time Service

Administrative/Support Services Employees Bi-Weekly Accrual (40-hour/week employees)

- Employment year 0-2: 5.57 each bi-weekly pay period**
- Employment year 3-5: 6.41 each bi-weekly pay period**
- Employment year 6-8: 7.38 each bi-weekly pay period**
- Employment year 9-11: 8.49 each bi-weekly pay period**
- Employment year 12-19: 9.76 each bi-weekly pay period**
- Employment year 20+: 11.23 each bi-weekly pay period**

Maximum VL cap for 40-hours Administrative and Support Services staff is 360 hours

6.3 Guidelines for Vacation Leave

- Employees must use 25% of their annual accrual of vacation hours per calendar year, calculated by rounding down to the closest multiple of 10 hours, depending on the employee's normal shift or workday.
- Failure to use the required percentage of vacation leave by December 31 annually will result in the loss of the balance of the unused hours.
- In the first six (6) months of employment, employees are not eligible to take Vacation Leave unless the request is approved by the Fire Chief. New employees have eighteen (18) months from the date of hire or until the following December, whichever is longer, before the 25% mandatory Vacation Leave usage requirement will apply.

Utilization of Vacation Leave for Administration and Support Services Employees:

- A bidding process (if necessary for a division or employee group) for Vacation Leave for the following calendar year will be opened no later than December 1st of the previous year or as agreed upon by the Supervisor of that division or employee group.
- Bidding will be based on seniority and District needs.
- On January 1st of each year, after bidding closes and all Vacation Leave shifts are awarded, subsequent vacation requests will be considered on a case by case basis according to the current Shift Staffing procedure.
- Continuity of business and related needs will be considered when the appropriate supervisor approves or denies vacation requests.
- Unit members are required to be below the applicable VL cap by July 1st of each year or any accrued hours above the cap will be forfeited by the employee.
- Terminated employees are entitled to receive all accrued Vacation Leave paid at their current hourly rate.

6.3.1 End of Employment Vacation Leave Split Payment

Unit members separating from the District must provide official written notification of their intention to participate in the Vacation Leave Split Payment of up to half of their Vacation Leave accrual balance using the "SFD Retirement Split Payout Request Form" by April 1 of the preceding fiscal year. This option assists SFD in preparation for budgeting and staffing needs and may benefit the employee by spreading the Vacation Leave payment income across two (2) calendar years, while occurring within the same fiscal year. Members are NOT required to participate in this program and are able to retire at any time they are eligible or

decide to regardless of the date of termination of service with the District; however, all of the provisions outlined must be met to be eligible to participate in this program. All funds paid are eligible to be allocated in any deposit form or vehicle SFD allows at the direction of the unit member and as allowed by the IRS.

The SFD Retirement Split Payment Request Form must include the unit member's official date of retirement and the percentage of Vacation Leave hours requested in the first payout which cannot exceed 50 percent of the unit member's accrual bank. A new cap will be established using the remaining balance created by the 1st payout. The employee will continue to accrue time as outlined in the MOU during their time of employment up to the new cap.

The first installment of the Vacation Leave Split Payment will be in the last pay period the unit member is employed or the last payroll in December whichever occurs first. If the retirement date occurs between July 1 and Dec. 31, the remaining balance will be paid to the unit member on the first pay date in January. Unit members who retire between January 1 and June 30 will be paid in accordance with the last date of employment up to and including the last payroll in June.

Penalty for non-retirement after the first installment payout shall prohibit the unit member's eligibility for the Vacation Leave Split Payment program for the remainder of their employment with SFD.

6.4 Military Leave and Military Leaves of Absence

SFD complies with state and federal statutes for military related leaves. When members are called for military leave, they must submit a copy the orders to their manager/BC and HR. HR will ensure that the proper leave designation is documented within the district's time and attendance system and that the Fire Chief (or designee) is given proper notification. The current practice is outlined in Employee Handbook Section 1404.10.

SFD prohibits discrimination against employees on the basis of military duty, affiliation, or status and requires reinstatement of an employee following military leave to the same position or a position of like seniority, status, and pay, as required by federal and state laws.

6.4.1 Paid Military Leave

SFD employees required to attend military training duty or to attend camps, maneuvers, formations, or drills shall be entitled to paid Military Leave from their respective duties without loss of employment, position, or benefits as required by law.

6.4.2 Military Leave of Absence for Active Duty

SFD employees called to any active duty status will be entitled to an Active Duty Military Leave of Absence from employment with differential pay without loss of time, position, or seniority as required by law.

6.5 Bereavement Leave

Bereavement leave will be granted following the death of an immediate family member to include spouse, father, father-in-law, mother, mother-in-law, step-parent, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, child, step-child, son-in-law, daughter-in-law, grandparent, grandchild, significant other who lives within the household, dependent adult or child for whom the employee is the legal guardian, or for unique extenuating circumstances, at the Fire Chief's (or designee's) discretion, where the deceased was significantly involved in the raising of the employee. Funeral Leave may be granted for all other family members not identified above or in situations involving the death of a friend, neighbor, or other significant relationship through special request granted by the Fire Chief (or designee).

Up to 24 hours of Paid Bereavement Leave will be available per instance to each employee. If additional bereavement time is requested, employees may take an additional 24 hours to be deducted from the employee's Sick Leave accrual. Bereavement Leave is granted through Fire Chief approval and will be considered hours worked.

6.6 Funeral Leave

Funeral Leave may be granted for all other family members not identified in section 6.5 of the MOU or in situations involving the death of a friend, neighbor, or other significant relationship through special request granted by the Fire Chief. Up to 24 hours will be granted to the unit member to be deducted from unit member's Sick Leave accrual. All other leave requested for this purpose must be within policy - vacation leave, sick leave, or trade. Funeral Leave will be considered hours worked.

6.7 Pregnancy Leave/Temporary Reassignment

Recognizing that the duties of a unit member may be dangerous and potentially physically demanding, with conditions that may be concerning for the employee, SFD provides pregnant personnel with the opportunity to receive temporary reassignment to non-hazardous duty. SFD complies with all requirements set forth in the Pregnancy Discrimination Act (PDA) and will provide reasonable accommodations for pregnant employees. If a unit member requires an accommodation due to pregnancy, the employee should advise Human Resources of her need for accommodation. If an employee has any questions regarding this policy, please do not hesitate to contact HR. For further information, see Employee Handbook Section 1404.11 for complete details and process.

6.8 Jury Duty Leave/ Legal Appearance Compensation

SFD will compensate full-time, part-time, or reserve Administrative/Support Services employees at their regular base pay for ordered jury duty during their regular work hours to a maximum of eight (8) scheduled working days in any one (1) calendar year. Employee absence due to other mandated court appearances are addressed in the guidelines below.

6.8.1 Guidelines for SFD Related Court Appearances or Depositions

- If subpoenaed to appear in court on official district business, employees must notify their supervisor immediately; the District may contact legal representation to determine if legal assistance should be provided to the employee.
- If subpoenaed or requested to appear in court for District-related official business, the employee will be compensated for those hours accordingly as hours worked.
- While appearing in court or depositions for SFD related matters, unit members shall wear appropriate SFD attire.
- District vehicles, appropriately scheduled through the employee's immediate supervisor, may be used for travel to and from district-related court appearances.
- Fees received by the employee from the court intended to cover personal expenses, such as for mileage, hotel, or food, may be kept by the employee; however, any court appearance fees received as payment for appearances during scheduled work hours shall be submitted to the District.

6.8.2 Guidelines for Jury/Witness (Non-Duty Related) Duty Leave

- Personnel are required to notify their immediate supervisor upon receipt of a jury duty summons if the jury duty will impact the employee's work hours.
- Administrative/Support personnel summoned to jury duty/court appearance during their regular work hours shall receive their regular pay for up to a maximum of eight (8) working days in any one (1) calendar year. Extenuating circumstances will be considered by the Fire Chief on a case by case basis.
- Scheduled work hours during jury duty will be considered as hours worked and paid accordingly.
- Employees shall not be required or requested to use Vacation or Sick Leave for time spent responding to a summons for jury duty, participating in the jury selection process, or actually serving on the jury per the requirements of ARS §21-236.
- An SFD employee shall not lose seniority or precedence while absent from employment due to serving as a member of a grand or trial jury.
- SFD shall not refuse to permit an employee to serve as a juror. SFD shall not dismiss or in any way penalize an employee because he/she serves as a grand or trial juror.

- All employees shall return to work immediately upon release of jury duty, if it occurs during regularly scheduled work hours; if that is not feasible, prior arrangements must be made with the employee's supervisor. The employee maybe responsible for their time off if they do not return to work as scheduled.
- Fees received by the employee from the court intended to cover personal expenses, such as for mileage, hotel, or food, may be kept by the employee; however, any court appearance or jury duty fees received as payment for appearances during scheduled work hours shall be submitted to SFD.

6.8.3 Non-SFD Court Appearance

If subpoenaed to appear in court for a case unrelated to official District business, the employee will be on unpaid leave unless the employee makes arrangements to cover work hours through trades or available Vacation Leave.

An employee who has been the victim of a crime shall be entitled to the benefits under the Victim's Rights Law regarding trials and hearings related to the case.

6.9 Professional Development

Upon successful completion of the probationary period, an employee will be eligible for tuition assistance as outlined in 1406.9.1 for relevant post-secondary education at accredited universities and colleges for degrees related to District needs. SFD values personal development and formal education plays a significant role in the unit member's advancement as career development and succession planning have a strong educational requirement.

To remain within budget limitations, the Professional Development Committee will determine acceptance to the program based on the education plan of the unit member, the applicable tier of the requested coursework, and the expected impact to future budget years in order to fund all enrolled members to degree completion. Unit members must submit a formal request for funding to be reviewed by the Professional Development Committee and submitted for final approval by the Fire Chief prior to enrolling to be eligible for tuition reimbursement.

6.9.1 Guidelines for Post-Secondary Education Assistance

Tier 1 and Tier 2 Coursework/Degree

- Tier 1 coursework/degree will be considered classes needed for a degree that is required in the next promotion/rank for which the unit member is eligible. A higher priority will be placed on funding these requests.
- Tier 2 coursework/degree will be considered on a limited basis for people who are working towards the degree required for two promotions ahead. Consideration will be given based on funding availability and needs for succession planning for Sedona Fire District.

Funding for Tier 1 and Tier 2 Coursework/Degree

It is the intention of SFD to fund the unit members approved for professional development annually. This funding will be subject to approval by the Governing Board in the annual budget process and is not guaranteed.

Reimbursement for Tier 1 and Tier 2 Coursework/Degree

SFD encourages employees to seek out the educational institution that will best work for their learning style and schedule. In order to establish the amount of funding SFD will consider, SFD has established the following to determine the baseline for funding credit hours. The annual credit hour baseline amount will be determined and included in the MOU (or addendum in off years as needed) as described below.

- **Associates Degree** - SFD will accept the credit hour cost of Yavapai or Coconino Community college and pay up to 75% of the per credit hour for the unit member. If a unit member is enrolled in an institution that is less than Yavapai or Coconino, the unit member will receive 75% of the actual cost per credit hour they incurred.
 - FY2021-22 credit hour max of \$78.00 is based on 75% of \$104 per credit hour
- **Bachelor's Degree** - SFD will average the cost of a credit hour for the 3 state schools- U of A, ASU, and NAU to develop a baseline per credit hour. SFD will provide tuition reimbursement up to 75% of the actual accrued or of the average established, whichever is less, upon successful completion of a class.
 - FY2021-22 credit hour max of \$350.31 is based on 75% of \$467.08 per credit hour
- **Master's Degree**- SFD will average the cost of a credit hour for the 3 state schools- U of A, ASU, and NAU to develop a baseline per credit hour. SFD will provide tuition reimbursement up to 75% of the actual accrued or of the average established, whichever is less, upon successful completion of a class.
 - FY2021-22 credit hour max of \$554.50 is based on 75% of \$793.33 per credit hour
- **Doctoral Degree** - It is not the intention of SFD to pay for the costs of a PhD program. If an employee believes this degree would benefit SFD, a written request submitted to the Fire Chief will be forwarded to the Governing Board for consideration. If approval is granted, the same process and formula for reimbursement will apply unless another arrangement is made between the employee and the Governing Board.

Professional Development reimbursement policy is predicated on the costs of attending classes in an on-line format. If coursework is not offered on-line, an individual determination will be made for the credit hour allowance using the methodology of average of State School tuition rates.

If the unit member attends an institution with a credit hour cost less than the baseline established above, the percent covered will be based on actual cost incurred. If the unit member attends an institution with a higher credit hour cost, the reimbursement will be based on percent of the baseline credit hour established above.

No reimbursement for grades less than a “C” or for withdrawn/ incomplete courses.

SFD will only reimburse up to 12 hours per semester or 24 credit hours per fiscal year, taken at the discretion of the member or according to the educational plan of the chosen institution. Interest in accelerated or block programs must be declared to the Committee and will be approved based on budget availability.

In an effort to manage the availability of personnel/resources as well as create a sustainable budget, SFD has established the following guidelines for maximum unit members in a degree track at a given time. The Professional Development Committee will work to prioritize enrollment if the request for classes exceeds the budgeted amount.

- 2 people in a Master’s Degree
- 5 people in a Bachelor’s Degree
- 10 people in an Associate’s Degree

Books and Fees

- SFD will reimburse required books and fees at a rate of 75% of actual cost. No other items/supplies will be reimbursed, including but not limited to computers, calculators, or classroom supplies not covered in fees. SFD shall not be responsible for mileage or providing transportation.

Unit members must pay all education related costs up front and seek reimbursement from SFD once class is completed. All reimbursement requests for education must be submitted by June 1 of that fiscal year to be eligible for reimbursement. Late submittals and requests without proper receipts will not be considered for payment.

6.9.2 Education Payback Schedule

Upon graduation, SFD will have incurred specific expenses (tuition and books/fees) to help a unit member achieve their educational goal. For fiscal

responsibility and to ensure the investment benefits the District, the following prorated payback schedule will be required if the unit member leaves employment prior to 5 years of services post-completion of compensated coursework towards an approved degree:

Less than 1 year - 90% repayment

1 - 2 years - 70% repayment

2 - 3 years- 60% repayment

3 - 4 years- 50% repayment

4 – 5 years- 25% repayment

- The Governing Board has the authority to forgive any prorated tuition repayment, considered on a case by case basis which may include, but is not limited to, an unplanned medical retirement or similar circumstance. A unit member or the Fire Chief would need to petition the Governing Board for consideration.

6.9.3 Educational Leave

The District allows employees who participate in the Post-Secondary Education Assistance Program to utilize accrued sick or vacation leave hours as Education Leave for approved educational opportunities pursuant to the following:

6.9.3.1 Education Leave for Employees:

Unit members may use up to 72 hours from Sick or Vacation Leave at a one-to-one rate

6.9.3.2 Guidelines for Educational Leave:

- Education Leave will be calculated on a fiscal year basis.
- Education Leave may be used for approved post-secondary education, training, seminars, and conferences.
- Education Leave, employees must be pre-approved by their immediate supervisor and the division head to receive final approval as staffing allows.

6.9.4 Grandfather Clause

Individuals enrolled in approved degree programs prior to July 1, 2020 will be reimbursed based on the reimbursement schedule in place at that time (see below). Approved tuition, lab fees, and books will be reimbursed at a prorated cost as follows:

- Grade of an A- reimbursement at 90%
- Grade of a B- reimbursement at 80%
- Grade of a C- reimbursement at 70%

- No reimbursement for grades less than a C or for withdrawn/incomplete

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6.11 Deferred Compensation Plans

457 Plan: The Sedona Fire District has made available an optional 457 Employee Deferred Compensation plan to all full-time employees through payroll deduction. The purpose of the plan is to encourage employees to save on a pre-tax basis and to build a financial reserve for retirement. For more information, please contact the plan administrator through Human Resources.

457 Roth Plan: The Sedona Fire District has made available an optional 457 Roth Employee Deferred Compensation plan to all full-time employees through payroll deduction. The purpose of the plan is to encourage employees to save on a post-tax basis and to build a financial reserve for retirement. For more information, please contact the plan administrator through Human Resources.

6.12 Health Insurance

For more information, unit members refer to Employee Handbook Section 1405.2.

SFD will continue to provide healthcare plans for all eligible unit members and their eligible family members. The unit member’s monthly healthcare premium will be covered at 100% of the base program/coverage program (Kairos 2500) by SFD and the employee’s additional monthly healthcare premium for spouse/dependent insurance premium will be covered at 80% by SFD and 20% by the employee through payroll deduction.

If the employee chooses the Kairos 1500 plan, the balance difference between the employee costs in relation to the Kairos 2500 fee structure will be the responsibility of the unit member for all plan options. All other costs for additional coverage will be calculated by the employer Kairos 2500 plan.

If the employee chooses the Kairos 5000 plan, the balance difference between the employee costs in relation to the Kairos 2500 fee structure will be realized by the unit member by the difference being placed in the employee’s HSA/HRA account.

6.12.1 SFD Sponsored High Deductible Healthcare Plan Contributions

SFD will make the following contributions into the employee’s HSA or HRA account on July 1 annually.

	Employee	+ Spouse	+ Child	+Children	+Family
Kairos 1500	\$1,250.00	\$1,750.00	\$2,000.00	\$2,750.00	\$2,500.00
Kairos 2500	\$1,250.00	\$1,750.00	\$2,000.00	\$2,750.00	\$2,500.00

Kairos 5000	\$2,822.00	\$4,380.40	\$4,390.40	\$5,140.40	\$6,234.40
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The amount SFD will contribute towards the HSA/HRA will be calculated each year based upon actual costs realized between the SFD sponsored plan and the Kairos 5000 plan costs. This could result in an increase or decrease in the annual HSA/HRA contribution.

SFD will not make contributions to an employee’s HSA account in excess of the IRS mandated annual limits. See IRS Publication 969 for additional details on annual limits and rules set by the IRS in regards to HSA and HRA plans. Annual HSA Contributions in excess of the IRS limit will be forfeited.

HSA/HRA Annual Wellness Contribution

SFD will contribute \$250 for each the employee and spouse (if applicable) enrolled under the District’s health plan when they complete their annual physical. The approved physical form must be submitted to HR. Once HR receives the approved paperwork, the health and wellness incentive (\$250) will be funded at the processing of the next payroll.

The amount SFD will contribute towards the HSA/HRA will be calculated each year based upon actual costs savings between the SFD sponsored plan and the Kairos 5000 plan costs. This could result in an increase or decrease in the annual HSA/HRA contribution.

All eligible annual physicals must be completed between July 1st and June 1st. Completed forms must be received by HR no later than June 15th of each year in order to be eligible for the wellness reimbursement. Members and spouses not enrolled in the District’s medical plan are ineligible for the \$250.

6.12.2 Out of Pocket Policy Limits

Refer to plan details to determine the in network and out of network maximum out of pocket for the various healthcare plans SFD offers.

All healthcare plans provide preventative services at no cost to employee or their healthcare fund. These expenses will not apply to their deductible or coinsurance. These services may include routine physicals, immunizations, PSA checks, pap smears, colonoscopies, and mammograms. These are programs the healthcare providers include as part of the healthcare program and are NOT negotiated by SFD.

6.12.3 HSA / HRA Longevity Program

SFD will increase the employer’s HSA and HRA contribution from the current annual amount to the following based on the employee’s years of full-time service tiered chart. This is a flat, once a year increase and does not compound annually.

The actual calculation on years of service will be calculated as of July 1 of that year as a one-time service award disbursement into your HRA/HSA as allowed by law. The annual contribution cannot exceed the amount allowed by IRS regulations.

Employees who do not have an HSA/HRA through SFD will have Longevity Program funds submitted to their PEHP (see section 1406.14.4).

- 0 through 4 years:** \$0
- 5 through 9 years:** \$250
- 10 through 14 years:** \$500
- 15 through 19 years:** \$750
- 20+ years:** \$1,000

6.12.4 Employee Option to Opt-Out of Healthcare Coverage

Employees may choose to opt out of the Sedona Fire District provided Group Healthcare coverage. An employee will provide a signed affidavit acknowledging they have been provided coverage options by SFD or provide proof of coverage that meets the required healthcare laws and are in compliance with any other legal requirements to be able to deny SFD Group coverage.

All employees who do not participate in SFD sponsored healthcare insurance and are eligible for the Longevity Program will have their contribution placed into PEHP as outlined in the PEHP Loyalty Medical Waiver group. SFD will not offer any financial incentive for an employee to opt out or decline coverage.

6.12.5 Retiree Healthcare Benefits

SFD allows for eligible retirees to make a one-time election immediately following retirement into the Retiree Healthcare Plan. This plan will cover the retiree up to the last day of the month in which the retiree becomes eligible for Medicare coverage.

To be eligible as a retiree under this plan, the member must be a former employee of Sedona Fire District who is eligible to participate in a public sector retirement system within the state of Arizona, is less than age 65, and not entitled to Medicare.

New retirees must choose either COBRA or the Retiree Healthcare Benefit plan for themselves and their eligible dependents no later than 60 days after their retirement date. If he/she elects this benefit plan, they will not have the option to elect COBRA once the Retiree coverage ends.

All health, dental, and vision premiums for this program will be 100% funded by the retiree. Retirees must maintain continuous coverage in one of the three benefit options (health, dental, or vision) throughout their retirement to remain in the benefit plan. While SFD has the intent to maintain retiree health benefits, it may not be an

option in the future if a change in carriers or rules of the current carrier prohibit future coverage. SFD is not obligated to provide these benefits if unavailable or if it will create a cost impact to SFD. Once the retiree misses the eligibility and enrollment period, they will no longer be eligible to participate in any retiree health benefit plans. Timely retiree insurance premium payment must be made by the retiree; failure to do so will result in termination from the retiree benefit plan.

6.13 LEFT BLANK

6.14 Dental Insurance

Unit members are eligible to participate in the SFD sponsored dental plan. The unit member is covered 100% by SFD for the cost of the premium. Eligible spouses and dependent coverage is available at the expense of the unit member and will be deducted from the member's pay bi-weekly.

6.15 Vision Insurance

Unit members are eligible to participate in the SFD sponsored vision plan. Unit member, eligible spouse, and dependent coverage is available at the expense of the unit member and will be deducted from member's pay bi-weekly.

6.16 Workers' Compensation

All SFD employees are insured and provided benefits under the Workers' Compensation Act in the event of work-related injury or illness. Effective August 2, 2012, Arizona Revised Statute §38-961 provides that Public Safety employees are also covered under the Public Safety Supplemental Benefits Plan. See Employee Handbook Section 1405.7 for further details.

6.16.1 Guidelines for Workers' Compensation

Workers' Compensation provides three types of benefits:

- *Compensation:* When an employee is unable to work due to a disability arising out of employment, the employee is eligible for payments of 66 2/3% of weekly pay up to a monthly maximum as set forth by the Arizona Industrial Commission. Payment begins after a seven-calendar day waiting period. (Note: In determining the date payment begins, the day of the actual injury is not counted in the wait period.) If the Workers' Compensation claim is denied, any and all time off will be charged to the employee's leave bank.
- *Medical Payments:* Payments for medical attention including hospitalization, doctor's fees, etc. necessitated because of work-related injury or illness are paid in accordance with State Law.
- *Awards:* If partial or permanent disability results from accident or illness arising out of employment, a further award may be made by insurance carrier in accordance with State Law.

6.17 Long Term Disability Insurance

A long-term disability plan for a qualified illness or accident may be provided for full-time employees under certain eligibility requirements. This plan begins after the employee is disabled for 90 days and pays 60% of an employee's eligible income up to a maximum monthly benefit of \$5,000 for a specified period of time.

6.18 Life Insurance

Sedona Fire District covers all full-time employees for \$50,000 of Life and \$50,000 of Accidental Death and Dismemberment (AD&D) insurance. Additional life insurance coverage is available for purchase at the unit member expense.

6.19 Employee Assistance Program (EAP)

SFD will continue to provide an Employee Assistance Program (EAP) for unit members and their families, at no cost to unit members.

- The Sedona Fire District recognizes that a wide range of problems – such as marital or family distress, legal concerns, financial matters, and alcohol and substance abuse – not directly associated with an individual's job function can nonetheless be detrimental to an employee's performance on the job. Consequently, SFD provides at no cost to employees an Employee Assistance Program for referrals to local treatment sources.
- By law, all Employee visits to the EAP are completely confidential.
- Participation in EAP does not excuse employees from complying with normal Sedona Fire District policies or from meeting normal job requirements during or after receiving EAP assistance. Nor will participation in EAP prevent the Sedona Fire District from taking disciplinary action against an employee for performance problems that occur before or after the employee's seeking assistance through the EAP.
- Plan details are provided to all new employees during orientation or contact information may be obtained from Human Resources.

6.20 Uniform, Clothing and Equipment Allowance

Where applicable, unit members are expected to be prepared for any type of emergency response. To assure their safety and comfort, SFD provides a reimbursable uniform and incidental allowance each year for items employees may want or need in order to complete the tasks to which they are assigned or to report to work.

6.20.1 Annual Uniform Allowance

Unit members are allocated \$250.00 annually to be used for uniform allowance. Funds will be placed into a bulk purchasing agreement account (if applicable) that will be deducted from the unit members individual account. Funds that are used outside of the bulk purchase agreement require a receipt for reimbursement within SFD financial guidelines. This account is funded annually on July 1st.

6.20.2 Annual Incidental Expenses Allowance

To assure employee safety and comfort, SFD provides an incidental allowance each year for clothing or equipment items an employee may want or need to complete the tasks they may be required to perform. This account is funded in November every year in the amount of \$125.00 for each unit member and requires a receipt for reimbursement within SFD financial guidelines.

6.20.3 Initial Hire Uniform Allotment

On initial hire, some unit members will be provided a set number of uniforms and job related items needed to effectively start their new position. This list can be found in the employee handbook under section 1406.2. Any employee who receives an initial allotment of uniforms will not be eligible for any uniform allowance or incidental funding until the next fiscal year cycle starts. The employee will receive the same allowances and incidental reimbursements as all employees in their respective group receive the next fiscal year with no proration regardless of when they start. Unit members with no uniform requirement will be provided, a clothing allowance upon hire.

6.20.4 Cell Phone Reimbursement

Unit members who are eligible for a cell phone reimbursement are compensated as outlined in the employee handbook section 1406.3.

6.21 Non-Discrimination Testing for Benefit Program

All applicable benefits subject to successfully passing Affordable Care Act required testing will be completed annually in January. If any programs provided to our employee groups are found to not comply, action will need to be taken to meet federal regulations. This will be completed on a case by case basis in partnership with the respective labor groups.

6.22 Physical Fitness

SFD supports the health, wellness, and fitness of all employees and allows compensable time to use the workout equipment provided on-site. Administrative Support employees may use these workout facilities for up to three hours of compensable fitness time per week, as their job duties allow and with supervisor discretion. Physical Fitness time spent at off-site facilities or outside of the member's approved work schedule are non-compensable.

Administrative Support staff may request reimbursement for the actual cost of a monthly gym membership up to \$25. Membership costs in excess of \$25, non-SFD employee membership costs, enrollment fees, and other gym membership add-ons or services are not eligible for reimbursement. To receive the gym membership reimbursement, the employee must submit a request form and a paid receipt detailing the following:

- the month of membership coverage,
- the covered member's name and
- the employee's membership cost

This reimbursement will be processed through payroll as a taxable fringe benefit and will be considered income per IRS regulations. Only gym memberships for the current fiscal

year will be considered for reimbursement. Reimbursement requests must be received by payroll no later than June 15th of the current fiscal year. Reimbursement requests received after June 15th or missing valid receipts will be denied.

Article 8 – Prevailing Benefits

Existing benefits including the rights, privileges, and working conditions not listed in this MOU shall remain in full force and effect unless changed by formal meet and confer in good faith process.

The parties recognize there are existing ordinances, resolutions, policies, and rules and regulations as contained in the SAP, SOP, and Strategic Plan Manuals relating to benefits and other terms and conditions of employment and the same are not affected by this MOU except as contained herein.

Article 9 – Effective Date

This MOU shall become effective when adopted by the Governing Board, and shall remain in effect from July 1, ~~2021~~2023. If no MOU is agreed to for the time frame following June 30, ~~2023~~2025, all aspects of this MOU shall continue to apply until a new MOU is agreed to and in place.

If any provision of this MOU or the application of such provision to any person or circumstance shall be held to be invalid, the remainder of this MOU or the application of such provisions to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Article 10 – Saving Clause

If any Article or Section of this Memorandum should be held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this MOU shall not be affected thereby.

It is recognized by the parties that the provisions of the Fair Labor Standards Act are currently applicable to certain of the wage and premium pay provisions of this MOU, and that this MOU shall be administered in compliance with the FLSA for so long as the Act is applicable.

Nothing contained in the Memorandum shall preclude the parties from being in compliance with the requirements of the Americans with Disabilities Act.

Article 11 – Attachments/Addendums

11.1 Revisions and Amendments

When changes to policies or portions of this MOU occur, the unit member's representatives and Fire Chief may amend the MOU to reflect the current practices or procedures. Creating a process whereby all parties are aware of the change and are in accord with the changes. The intent is to keep the document current for Labor and

Management to all be working in harmony with the MOU and SFD's practices.

Ideally, the MOU will be worked through with proposed changes as outlined in Resolution #2014-05 and an MOU will be proposed to the Governing Board for approval. It is a general expectation that the benefits and provisions described in the MOU will remain current through the terms agreed upon in the MOU. Compliance with the law and other contractual obligations may not make that feasible and those conflicts will take precedence over the MOU, as appropriate.

As to all benefits described in this MOU, that description is only intended to describe what is currently provided to employees who are otherwise qualified to receive those benefits. Nothing herein shall be construed as an assurance a particular employee will qualify for the benefits described or that those benefits will continue in the same form as they currently exist. In the middle of an agreed upon MOU term, the District and Management reserve the right to modify all such benefits, from time to time following appropriate procedure described herein and with notice to the Union and employees. Anytime a change to the MOU is proposed by any party to the MOU, it requires the proposed change to be vetted through the Meet and Confer Representative(s). This will allow all parties to understand the need for the revision to the MOU and see if there are other alternatives that will meet the same end goal being proposed. Nothing herein shall prevent SFD, through its designated representatives, from negotiating the type and extent of said benefits during the meet and confer process described herein, or the SFD Governing Board from changing or eliminating a benefit described in this MOU, if the Governing Board determines such action necessary to meet the Governing Board's fiduciary or legislative or quasi-legislative duties

If the change warrants Governing Board action based on its nature, a re-signing of the MOU may be required and can be requested by either party.

11.2 Termination

In addition to the Governing Board's ability to terminate this agreement as set forth above, if this agreement is determined to be the contract for purposes of ARS 38-511, then the Governing Board may cause this agreement to be terminated consistent with the provision thereof.

11.3 Attachments

Attachment A: Resolution #2014-05

Attachment B: Pay Scales

Attachment C: RBO Flow Chart and Process

**MEMORANDUM OF UNDERSTANDING
SFD Governing Board and ASEA
Fiscal Year 2023**

RESOLVED and ADOPTED this ____ day of _____, 2024.

Ed Mezulis, Fire Chief, Sedona Fire District

Kris Ahern, ASEA Representative

Dave Soto, Chairman, SFD Board

ATTEST:

Helen McNeal, Clerk, SFD Board

APPROVED AS TO FORM:

William R. Whittington, Attorney

MEMORANDUM OF UNDERSTANDING (MOU)
AFG REGIONAL GRANT AWARD YEAR 2023

PARTIES:

COPPER CANYON FIRE AND MEDICAL DISTRICT
SEDONA FIRE DISTRICT
VERDE VALLEY FIRE DISTRICT

EIN#:
EIN#:
EIN#: 86-0288864

Verde Valley Fire District shall act as the host department in applying for the Grantee Award Year 2023 Assistance to Firefighters Regional Grant (“AFG Grant”) on behalf all PARTIES. If awarded, the AFG Grant would be utilized to replace twenty-two (22) cardiac monitors / defibrillators between the PARTIES. If a grant is awarded, the parties hereto agree that a formal addendum will be drafted and signed between the parties to specify the division of any award and the specifics of same prior to the distribution of any awarded funds.

As part of the requirement for the AFG Grant, the Fire Chief or authorized official of the PARTIES is required to sign all documents being provided. PARTIES agree to their portion of the 10% match, should the AFG Grant application be successful and the grant awarded.

It should be noted that the PARTIES can modify the language of the AFG Grant document if FEMA modifies the scope of work and/or makes adjustments to the amount awarded.

The PARTIES acknowledge and agree that all their respective activities related to the AFG Grant process and administration shall comply with federal Environmental Planning and Historic Preservation Compliance (EHP) regulations, laws, and Executive Orders as applicable, and any other requirements set forth under the AFG Grant website at <https://www.fema.gov/grants/preparedness/firefighters>.

IN WITNESS WHEREOF, the PARTIES have executed this MOU as of the dates written below.

Copper Canyon Fire and Medical District

By: _____
Chair of the Board

By: _____
Clerk of the Board

Approved as to form: _____
Legal Counsel

Sedona Fire District

By: _____
Chair of the Board

By: _____
Clerk of the Board

Approved as to form: _____
Legal Counsel

Verde Valley Fire District

By: _____
Chair of the Board

By: _____
Clerk of the Board

Approved as to form: _____
Legal Counsel