**Order No. 2019-06-018**

**AN ORDER OF THE COUNCIL OF THE CITY OF NOGALES, APPROVING AN AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2763.**

**WHEREAS**, the City of Nogales recognizes its interest in the development of harmonious and cooperative relations with its employees; and

**WHEREAS**, the City of Nogales and the International Association of Firefighters Local 2763 have negotiated an agreement pursuant to Ordinance No. 2008-07-004; and

**WHEREAS**, such agreement is in the best interest of the City of Nogales.

**NOW, THEREFORE, BE IT ORDERED** by its Council of the City of Nogales that:

1. The agreement with the International Association of Firefighters Local 2763, attached hereto as Exhibit "A" is hereby adopted and approved for a two (2) year period.

2.. That section 3 Uniform Allowance and section 4 Housekeeping Allowance is noted as an area of dispute and submitted to Mayor and Council for consideration.

3. The City Manager is authorized and directed to execute the referenced agreement and staff is authorized and directed to take all appropriate steps and actions necessary to effectuate said agreement.

**PASSED, ADOPTED, AND APPROVED** by the Council of the City of Nogales, Arizona, this 03rd day of July, 2019.

Arturo R. Garino, Mayor

**ATTEST:**

Leticia Robinson, City Clerk

**APPROVED AS TO FORM:**

Michael Massee, Interim City Attorney

## STAFF SUMMARY

**SUBJECT:** Employment Agreement with International Association of Firefighters Local 2763

**BACKGROUND: The** International Association of Firefighters Local 2763 have submitted their contract and it has been negotiate by the Fire Department Administration at the direction of the City Manager.

**CHANGES TO CONTRACT:**

**1. Cover Page, the dates will change to July 1 2019 through June 30 2021**

**2. Page 10 section 10, When an employee is required to temporarily assume the duties of a higher ranking classification, such employee shall be entitled to compensation at the range of the lowest paid employee in that classification, or an additional 5 % of the members salary whichever is higher.**

**3. Page 11 section 13, flashlights were added to the list of safety equipment that the city shall furnish.**

**4. Page 18 section 6 Incentive pay wording specifies that 40 hour rope rescue certs and 20 hour swift water are needed to merit the incentive pay.**

**5. Page 18, section 7, Firefighter/Paramedic pay upon obtaining the necessary license and certification, pay will be adjusted to the current salary range of the lowest paid person in that classification, or 10 % above the members current salary whichever is higher.**

**6.Page 20 section 1, dates change to July 1, 2019 through June 30 2021**

**7.Page 22, again there is changes to dates.**

**ITEMS IN DISPUTE:**

***CURRENT***

SECTION 3

The City will provide the initial issue of the required dress uniform for all members. Members covered by this Agreement shall receive an annual uniform and maintenance allowance in the amount of $1,800.00 for the maintenance and replacement of uniforms and related expenses, payable $150.00 monthly. Members on leave without pay for an extended period of time (30 days or longer) shall not be eligible for the allowance in its entirety. For unpaid leave in excess of thirty (30) days, the allowance will be pro-rated for actual time worked. Members will be responsible for maintaining their uniforms to present a professional image.

***PROPOSED BY MANAGER (REJECTED)***

SECTION 3

The City will provide the initial issue of the required dress uniform for all members. The Nogales Fire Department shall have a line item budget of $80,000 annually for the purchase and maintenance of member's uniforms. This budget line item cannot be increased or exceeded during the fiscal year. Members will be responsible for maintaining their uniforms to present a professional image.

***CURRENT***

SECTION 4

Members covered by this agreement shall receive a housekeeping allowance in an amount of $43.33 monthly.

***PROPOSED BY MANAGER (REJECTED)***

SECTION 4

The Nogales Fire Department shall have a line item budget of $22,150 for the sole purchase of housekeeping items as determined by the Fire Chief for the Members covered by this agreement.

**STAFF RECOMMENDATION:** Approving the contract for a two (2) year period with the changes proposed by the City Manager.

**SUGGESTED MOTION:**

"I move to approve Order No: 2019-06-018"

Jeanette B Parrales

Jeanette Parrales, Finance Director 5/31/2019

John Kissinger, Deputy City Manager 6/3/2019

John Kissinger, Deputy City Manager 6/3/2019

# Agreement
# Between
# International Association
# Of Firefighters, Local 2763
# and the
# City of Nogales

Effective

July 01, 2019

Through

June 30, 2021

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## ARTICLE I
## SCOPE

The Scope of this Agreement pertains to the eligible employees (members), as specified in Ordinance No. 02007-09-06, of the Nogales Fire Department represented by the International Association of Firefighters, Local 2763 (the Union), as recognized in Resolution No. R2007-12 - 021.

It is agreed upon that Union eligible employees include employees who hold the rank of Captain and below.

References to 'City' in this Agreement shall mean the City of Nogales. References to 'Department' in this Agreement shall mean the Nogales Fire Department. References to 'employees' or 'members' in this Agreement shall mean dues paying members of International Association of Firefighters, Local 2763.

## ARTICLE II
## RECOGNITION

SECTION 1

The Union is recognized as the exclusive representative of the Nogales Fire Department eligible employees for the purpose of Meeting and Conferring, as provided for under the terms and conditions of the Ordinance No. 02007-09-06.

SECTION 2

During the term of this Agreement, the City shall not enter into any affiliation, either on a formal or informal basis, with any other organization which negotiates with the City over wages or working conditions.

## ARTICLE III
## RIGHTS OF REPRESENTATION

### SECTION 1

The Union has the exclusive right to represent its members in order to establish an agreement through the Meet and Confer process, for and on behalf of its members under this Agreement, following established procedures set up by Ordinance No. 02007-09-006, and this Agreement, on work issues including:

a. Wages
b. Hours
c. Working conditions

### SECTION 2

Members who are scheduled to answer questions as part of an investigation or Board of Inquiry shall have the right to have Union representation and participation in investigatory meetings which could reasonably result in discipline of the employee and in pre-disciplinary meetings when disciplinary action has been proposed and in any meeting when disciplinary decisions are issued to an employee.

A. The Union representative shall have the right to confer privately with Union members.

B. In an investigative interview, the Union representative shall be informed of the subject matter of the meeting, shall be allowed to ask clarifying questions and to provide assistance to the member during an investigative interview. The presence of a Union representative does not alter or absolve the employee, who is the subject of the investigative interview, from the responsibility to respond truthfully (subject to Garrity requirements at the employee's request) and to cooperate in any investigation by the Department or City.

C. In pre-disciplinary meetings and any meeting at which a disciplinary action has been proposed, the Union representative may speak on behalf of the Union and on behalf of the member.

## ARTICLE IV
## MANAGEMENT RIGHTS

The rights of the City, through its officials, shall include, but shall not be limited to those that are listed in Ordinance No. 2008-07-004.

## ARTICLE V
## UNION RIGHTS

### SECTION 1

With prior approval of the Fire Chief, the President of the Union or his designee and two additional representatives, shall be permitted to leave their duty assignments without loss of pay to represent the organization at scheduled public hearings of the Mayor and Council in matters directly related to this Agreement. For purposes of annual wage negotiations, negotiations for a successor agreement, or other meetings scheduled by the City Manager or his designee, the Union will be permitted to designate members who will participate in the negotiations. Such meeting time will be treated by the City as time worked. At the request of either the Union President or the City Manager or his designee, meetings may be requested to discuss matters pertaining to the administration of this Agreement or City business matters that directly affect the Union and its members. These meetings will be coordinated with the Fire Chief or his designee and shall be treated by the City as time worked.

### SECTION 2

The Union shall have one steward per shift, unless the Fire Chief and Union mutually agree to additional stewards. The stewards' names shall be furnished to the Fire Chief by the Union. The list shall be kept current by the Union at all times.

The Fire Chief may permit Stewards reasonable time during regularly scheduled hours of employment to investigate and process filed grievances or represent a member at a hearing if requested by the member, provided the operation of the Department will not unduly be disrupted.

### SECTION 3

The City agrees to deduct Union dues from the salaries of all Union members covered by this Agreement, and to remit the same bi-weekly to the Union. However, no such deduction shall be made except upon written authorization of each employee; such authorized deductions shall remain in effect unless notice of termination is given in writing as prescribed on the authorization card maintained by the Payroll Division of the City of Nogales. The City shall not make dues deductions for any other public safety labor organization within the Fire Department during the term of this Agreement.

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Section. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

SECTION 4

The Union will be given the opportunity to discuss with City and the Department the practical consequences of Department's or City's decisions in the areas of wages, hours, fringe benefits, and working conditions prior to their implementation.

## ARTICLE VI
## WORKING CONDITIONS, SHIFTS AND HOLIDAYS

SECTION 1

The work hour schedule presently in use by the Department consisting of 24 hours on – 48 hours off.

Will remain in effect until a change is mutually agreed upon between the Union and City.

Fire Department personnel working twenty-four (24) hour shifts shall be paid on a bi-weekly schedule consisting of twenty-six (26) equal averaged pay periods of 102.00 regular hours plus 10.00 overtime hours. (2,912 total annual hours), plus additional overtime.

For Fire Department personnel working twenty-four (24) hour shifts, Regular 'hourly rate' means annual pay divided by 2,652 annual work hours.

SECTION 2

A permanent member employee, who is terminating employment due to retirement or any other cause, shall be paid for their accrued leave as follows:

Members shall receive payment for all hours up to the first 360 hours of sick leave at 100% of their rate of pay. The remainder of accumulated sick leave hours shall be paid at 50%.

Accrued vacation leave is not subject to maximum accrual. All accrued vacation leave will be paid at 100%.

SECTION 4

OVERTIME ALLOCATION

Overtime shall be allocated as evenly as possible among all employees qualified to do the work. While preference may be given to those members who wish to volunteer for the work, all members are required to work overtime when requested to do so. The supervisor shall page out off-duty personnel rank for rank. The ranks being as follows:

Fire Captain
Fire Engineer
EMT/Firefighter
Paramedic/Firefighter

SECTION 5

In the event a member is called in for extra duty and after reporting to assigned work area it is found the member is not needed, such member shall be paid a minimum of two (2) hours overtime.

SECTION 6

A. Members shall receive holiday pay for the following enumerated holidays:

1. New Year's Day
2. Martin Luther King, Jr.
3. President's Day
4. Memorial Day
5. 4th of July
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day following Thanksgiving Day
10. Christmas Day
11. Floating Holiday

The above holiday days shall be defined as starting on 8:00 a.m. on the day of the holiday and ending 8:00 a.m. the following day.

B. Notwithstanding the definitions of 'holiday' as above set forth, in any of the above holidays (excepting the Floating Holiday) fall on a member's regularly scheduled day off, the member shall be paid holiday pay at their regular hourly rate of pay for twenty-four (24) hours for said day.

C. If a member is required to work during any of the above holidays the member shall be paid at the member's regular hourly rate of pay for twenty-four (24) hours. In addition, the members shall receive holiday pay at the rate of one and one-half (I 1/2) times the member's regular hourly rate for twenty-four (24) hours. Holiday hours worked shall not be deducted from regular hours worked for purposes of calculating FLSA.

D. Holiday pay as set forth in this section shall not be applicable to a member's Floating Holiday. Such holiday shall be taken at the member's discretion; so long such does not unduly disrupt the operations of the Department, and shall be paid at the member's regular hourly rate for twenty-four (24) hours.

SECTION 7

Employees will be allowed to take time off when other means of using their accruals are not available, this will maintain the minimum staffing levels of on-duty personnel set by the Department for both fire stations, to continue to provide a safe working environment for the public and our personnel and to continue to provide the best customer service to our community.

SECTION 8

SHIFT TRADES

*All* shift trades are subject to the approval of the Department, and a Departmental Procedure Policy shall be implemented to include the following:

AVAILABILITY

Shift Trades are a privilege designed to allow non-probationary members time off due to unforeseen scheduling issues and to maintain the minimum staffing levels set by the Fire Chief for the Nogales Fire Department. Probationary members can request or be requested to exchanging shift trades, six (6) months into their employment with the Department and upon working satisfactorily in their job description and with the approval of the Department.

GUIDELINE

Members within the same classification/rank. may be granted the opportunity to exchange shift trades for any amount of hours up to a maximum of twenty-four (24) hour shifts, and a maximum of twenty-four (24) shift trades per calendar year.

In the event a shift trade within the same classification/rank. cannot be accomplished, the person seeking the shift trade can propose a trade with a person of the next lower rank (example Captain with Engineer, Engineer with Firefighter) with the approval of the Department.

EMPLOYEE RESPONSIBILITIES

It is the responsibility of the employee requesting the shift trade to insure that a Department trade day form slip is properly completed, to include signatures of his/her immediate supervisor approval and the signature of the employee working the shift trade, also to include his/her supervisor signature and the date and amount of hours of the shift trade.

It is the responsibility of both employees to insure the shift trade is paid within twenty- eight (28) calendar days. It is also the employees' responsibility to ensure that their shift trade does not conflict with the maximum consecutive work shift procedure of working not more than forty-eight (48) consecutive hours.

The Department trade day form will then be submitted to the immediate supervisor of the employee requesting the shift trade, and sent to the Fire Chief or his designee for final approval through the Chain of Command, no later than two days (forty-eight hours) before the shift trade.

The time limits may be waived by the Fire Chief or his designee in cases of an extreme emergency, but a trade day form must be completed prior to the shift trade being worked.
When the employee agreeing to work the shift trade signs the trade day form, he/she accepts full responsibility for that shift trade.

Failure to provide relief/show up to work will result in a loss of employee's accruals (Vacation, Personal Day, or Floating Holiday) equal to the cost of filling that position with off-duty personnel, and may result in the loss of the employee's shift trade privilege for the next six (6) months and include disciplinary action.

SECTION 9

An employee's immediate supervisor may grant emergency leave with pay for a reasonable amount of time to any subordinate who requires such leave. Emergency leave shall be documented by submission of an emergency leave request form stating the nature and duration of the emergency.

SECTION 10

When an employee is required to temporarily assume the duties and responsibilities of a higher ranking classification such employee shall be entitled to compensation at the minimum of the salary range of assumed responsibility or an additional five percent (5%) of the member's current salary whichever is greater for all of the time worked in such position under the following conditions:

A. The total temporary assignment(s) must be for a minimum period of one work day (24 hour) shift.

B. The request for additional compensation shall be submitted by the Department in a timely manner.

A work day shall be defined as a twenty-four (24) hour day. Compensation under the is section shall be additional to any incentive pay pursuant to Article X.

SECTION 11

For the purpose of special assignments and overtime, seniority is defined as the length of accumulative consecutive service with the Department. An employee's seniority shall not be reduced by the time lost due to sick or injury leave.

SECTION 12

For the purpose of safety, it is agreed that City and the Union will strive to maintain minimum staffing of firefighting apparatus at four (4) persons.

Engine/Ladder -4 persons
Ambulance - 2 persons

SECTION 13

The City and the Union shall cooperate fully in matters of safety, health, and sanitation affecting the members. The City shall furnish and maintain turnouts, including coats, helmets, pants, hoods, flashlights, firefighter boots, station boots, gloves, and all other safety equipment required.

SECTION 14

Uniformed personnel may be allowed 1-1/2 hours for physical training while on duty per shift.

## ARTICLE VII
## STRIKES OR WORK INTERRUPTIONS

Inherent in government employment is an obligation to maintain operations. It is understood and agreed that the services performed by all Department members are essential to the health, safety, and welfare of all citizens. The Union, on the part of its members individually and collectively agrees that there shall be no strikes, work or slowdowns, or other forms of concerted work interruptions. City in return agrees that there shall be no lock-out of its employees. Further, the Union and the City Manager mutually agree to meet and discuss any matters which may lead to strikes, work slowdowns, or other forms of concerted work interruption.

## ARTICLE VIII
## NON DISCRIMINATION

SECTION I

Eligible employees have the right to join and remain a member of the Union, free from any form of harassment, intimidation, coercion, threats of force or reprisal by City.

It is also understood and agreed that eligible employees have the equal right to refrain from any of all Union membership, free from any form of harassment, intimidation, coercion, threats of force or reprisal by the Union.

SECTION 2

Neither the City nor the Union will discriminate against any eligible employee or applicant for employment or Union membership because of race, creed, color or national origin, age or sex, religion, disability, sexual orientation, gender identity, ancestry, familial or marital status, or political opinions, beliefs of affiliation.

## ARTICLE IX
## GRIEVANCE PROCEDURE

### 12.1 GENERAL

Grievances may be initiated by the employee member affected. No grievance may be pursued without the employee's consent. Grievances may also be filed by the Union on behalf of its members in matters that affect more than one member.

It shall be the duty and responsibility of both the City and Union to process grievances at each successive step of the grievance procedure, provided that a mutually agreeable settlement has not been reached. It shall be the objective of both the City and Union, to the greatest extent possible, to settle grievances at the lowest step of the procedure.

The grievance procedure shall not to be used as a means of collective bargaining.

Not more than two (2) authorized Union representatives may attend grievance meetings on City compensable time. The grievance shall be presented on a mutually agreed upon form.

### TIME LIMITS

The grievant must comply with the time limits set forth in these procedures. If the grievant fails to comply with the time limits, it will constitute an abandonment of the grievance unless both parties have mutually agreed to extend the time limits as put forth in this article. If the City does not comply with the time limits, the grievance can be moved to the next step of the grievance procedure.

### GRIEVABLE ISSUES

A. Oral or written reprimands or suspensions with pay and disciplinary action not appealable to the City Appeals Commission.

B. Working conditions.

C. Employee Performance Evaluations.

D. The application, operation, or alleged violation of the Rules and Regulations of the City of Nogales Personnel Manual, Administrative Directives, Human Resources policies, or departmental policies.

E. Any violation of this Agreement.

## 12.2 INFORMAL PROBLEM RESOLUTION PROCEDURE

A grievant who has a problem or complaint may first try to resolve it through discussion with their immediate supervisor. If, after this discussion, the grievant does not believe the problem has been satisfactorily resolved, the grievant may discuss it with the department director. Every effort should be made to find an acceptable solution by informal means at the lowest level of supervision. If an acceptable solution is not reached through the informal procedure, a formal grievance may be pursued.

## 12.3 GRIEVANCE FORM

Grievances shall be in writing, signed by the grievant or by an authorized Union representative, and shall include the following information:

A. The name(s) of the grievant.

B. A clear and concise statement of the grievance and the facts upon which it is based.

C. The specific section(s) of this Agreement, the City of Nogales Personnel Rules and Regulations, Administrative Directives, Human Resource or departmental policies, relied upon or claimed to have been violated.

D. The remedy or correction desired.

## 12.4 GRIEVANCE RESPONSE FORM

The response to a grievance shall be in writing, signed by the Department Director or City Manager, and shall include the following information:

A. A clear and concise response to the grievance and the facts upon which it is based

B. The specific section(s) of this Agreement, the City of Nogales Personnel Rules and Regulations, Administrative Directives, Human Resources, or departmental policies which apply to the grievance and upon which the decision is based

C. Denial or acceptance of the grievant proposed remedy or an alternative

## 12.5 WRITTEN GRIEVANCE FILING PROCEDURE

Written grievances shall be processed in accordance with the following procedures:

Step 1: Grievances shall be presented in writing to the Department Director within twenty (20) working days following the occurrence of the act or incident giving rise to the grievance, or within twenty (20) working days following the date upon which the facts of the grievance first became known or should reasonably have become known. Within five (5) working days of receipt of the grievance, the Department Director, the grievant and/or the authorized union representatives, shall meet to resolve the grievance. Within five (5) working days of the meeting, the Department Director shall respond in writing. If the grievant is not in agreement with the Department Directors written decision, grievant may proceed to Step 2.

Step 2: Within five (5) working days following receipt of the Department Director's written decision, grievant may appeal to the City Manager. The appeal shall be presented in writing to the City Manager. Within five (5) working days of the receipt of the appeal, the City Manager or designee, the grievant and/or the authorized union representatives, if requested by grievant, shall meet to resolve the grievance. Within five (5) working days of the meeting, the City Manager shall respond in writing. If the grievant is not in agreement with the City Manager's decision grievant may proceed to Step 3.

Step 3: Within five (5) working days of receipt of the City Manager decision, grievant may appeal to the Grievance Board.

## 12.6 GRIEVANCE BOARD

The Grievance Board shall be composed of three persons as follows; one city employee chosen by grievant, one (1) city employee chosen by the City Manager or designee, and the third (3rd) person shall be a non-city employee mutually agreed upon by grievant and the City Manager. The Grievance Board shall not include employees from the same department involving the grievance. The role of the Grievance Board shall be to review the facts related to a specific grievance, the facts or issues contested by the grievant, and the basis for the management action that led to the filing of the grievance. The Grievance Board shall ensure that all City procedures were followed, and that the grievant was treated in a fair and consistent basis, and in accordance with applicable Rules and Regulations of the City of Nogales Personnel Manual, Administrative Directives, Human Resource Policies, departmental policies, and/or provisions of this Agreement. The Grievance Board may affirm, reverse or modify the decision of the City Manager. The Board Hearing shall be conducted in accordance to Section 17.08 in the City of Nogales Personnel Manual dated April 7, 2004.

12.7 INVESTIGATION

The City and the Union agree to assist each other in the investigation of the circumstances surrounding and related to any grievance. The City agrees that once a grievance has been referred to the Union, no representative of the City will initiate discussions of the matter with the grievant(s) without notification to an appropriate representative(s) of the Union, and a reasonable opportunity for the Union representative(s) to be present at the discussions.

## ARTICLE X
## COMPENSATION, ALLOWANCES, VACATION AND LEAVE

SECTION 1

The Union shall be permitted to address in person and in writing any consultant employed by the City for the purpose of studying and/or recommending changes to the City's classification and compensation system.

The Union shall be permitted to participate in any group or committee which includes any City employee acting in a representative capacity on behalf of City employees and not City management, formed for the purpose of discussing changes to the City's classification or compensation system.

SECTION 2

Members shall receive night shift pay of fifty ($.50) cents per hour over the members regular hourly rate of pay for hours worked between 8:00 p.m. to 8:00 a.m.

SECTION 3

The City will provide the initial issue of the required dress uniform for all members. Members covered by this Agreement shall receive an annual uniform and maintenance allowance in the amount of $1,800.00 for the maintenance and replacement of uniforms and related expenses, payable $150.00 monthly. Members on leave without pay for an extended period of time (30 days or longer) shall not be eligible for the allowance in its entirety. For unpaid leave in excess of thirty (30) days, the allowance will be pro-rated for actual time worked. Members will be responsible for maintaining their uniforms to present a professional image.

SECTION 4

Members covered by this agreement shall receive a housekeeping allowance in an amount of $43.33 monthly.

SECTION 5

Light Duty: Assignment of light duty is not a right of employment. As long as necessary and meaningful work is available and able to be performed, light duty is allowed with the approval of the Fire Chief. The decision of the Fire Chief regarding light duty and assignments is not subject to grievance or appeal.

The City reserves the exclusive right to evaluate the needs of any employee in a light duty assignment. The City is under no obligation to provide or continue light duty assignments. Light duty assignment requests may be refused or cancelled by the City at any time.

A. Light Duty Term

Light duty term shall not exceed six (6) calendar months, after which it may be extended an additional term not to exceed six (6) months.

In the event that an employee is on probationary status, their probationary period can be extended for the length of time that:

1. The employee is out of work and/or
2. Unable to perform the essential functions of their job and/or
3. On light duty status

B. Assignments

Light duty should be directed at meeting existing work needs. Work assignments will not be created simply for the purpose of facilitating light duty. Light duty assignments are not limited to the division or position in which the employee regularly works.

C. Hours/Compensation

1. Light duty employees shall work a maximum of forty (40) hour weekly (80 hours per pay period).

2. While on light duty, employees shall be paid at an hourly rate calculated as follows:

    a. Employee's annual pay divided by two thousand eighty (2,080) hours

3. Leave accrued while on light duty shall continue as if the employee was working at their regular twenty-four (24) hour shift

SECTION 6

Incentive pay will be granted to all Union members who maintain certifications for Hazardous Materials Technician ($1500 per year), Rope Rescue (minimum 40 hr, certification) ($1200 per year), or Swift Water Rescue (minimum 20 hr. certification) ($1200 per year). Total incentive pay under this section will not exceed $2700 per year per Union member. The amount will be calculated and paid on a monthly basis, payable on the first pay period of each month.

SECTION 7

Current personnel possessing and maintaining ALS (paramedic) certification and not working as Paramedic/Firefighters shall receive incentive pay of $1,200.00 annually which shall be paid monthly on the first day of each month.

Employees while receiving incentive pay shall work as paramedics as needed or required.

An EMT/Firefighter upon attainment of the necessary license and certification requirements for a Firefighter/Paramedic shall be re-classified as a Firefighter/Paramedic and pay adjusted to the current salary range of the lowest paid person in that position, or ten percent (10%) above the employee's current salary, whichever is greater.

SECTION 8

Members who receive benefits from Workers' Compensation while off work for a job-related injury/illness may request in writing that accrued sick, vacation, and compensatory leave, be used to supplement the Workers' Compensation benefits. In such cases, members shall submit their disability payment to the City in exchange for payment of normal take home wages, and the employee's leave accounts shall be charged. As members return their disability payments, their leave accruals will be credited for 66 2/3. Upon exhaustion of leave accruals, disability payments shall be retained by the members and the member shall be placed on leave without pay status.

SECTION 9

Retiree Health Coverage will be provided pursuant to the City of Nogales Personnel Manual.

SECTION 10

Union members shall accrue sick leave at a rate of one (1) work day per month; a work day shall be defined as a twenty-four (24) hour day.

SECTION 11

Union members shall accrue vacation leave as follows:

| Months of Continuous Service | Accrual (annual) |
|---|---|
| 0-60 | 12 work days |
| 61-120 | 15 work days |
| 121 or more | 20 work days |

Work day shall be defined as a twenty-four (24) hour day.

SECTION 12

The City agrees that it shall not replace uniformed Union employees with civilian employees with the exception of fiscal, data processing, communications and general management staff, nor enter into agreement with outside agencies for services currently provided by uniformed Union members of the Nogales Fire Department within the City.

SECTION 13

BEREAVEMENT LEAVE

A member shall have bereavement/funeral leave of three (3) work days, or not to exceed five (5) work days if travel exceeds 250 miles (one-way), in the event of the death of the member's spouse, domestic partner, mother, father, mother-in-law, father-in-law, step parent, child(ren), adopted child(ren), step-child(ren), child(ren) of a domestic partner, parent surrogate, brother, sister, the employee's grandparent or grandchildren, and grandparents in law. A work day shall be defined as a twenty-four (24) hour day.

SECTION 14

PERSONAL LEAVE

Union members shall be entitled to two (2) personal leave days per fiscal year. Personal leave shall be utilized by June 30th of each fiscal year; unused personal leave shall be forfeited. A work day shall be defined as a twenty-four (24) hour day. Personal leave shall not be included as hours worked for purposes of FLSA overtime.

## ARTICLE XI
## TERMS AND CONDITIONS OF AGREEMENT

SECTION 1

This Agreement shall be effective as of July 1, 2019 and shall remain in full force through June 30, 2021.

SECTION 2

If at the time of expiration of this Agreement and City Council has not approved a new Agreement, but negotiations are continuing, this Agreement shall remain in full force and effect for continuing consecutive periods of six (6) months each.

SECTION 3

By mutual consent of the parties, this Agreement may be opened at any time for amendment. Any request for amendment shall be in writing, and shall contain a detailed statement of the changes desired, and the reasons therefore. It is agreed to schedule the first meeting for negotiating the amendment within a reasonable period of time not to exceed thirty (30) days after receipt of the notification of the desire to amend the Agreement. No changes shall be considered other than those directly related to the subject of the requested amendments. Agreement shall be evidenced by written Agreement duly enacted by both parties.

SECTION 4

City agrees that benefits and/or rights negotiated for Union members under this Agreement shall not be granted to other City employees eligible but not covered by this Agreement.

## ARTICLE XII
## SEVERABILITY

SECTION I

If any provision of this Agreement is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this Agreement, but the remainder hereof shall remain in full force and effect.

SECTION 2

Should any change be made in any State or Federal Law, Civil which would be applicable and contrary to any provision herein contained, then such portion of this Agreement shall be automatically terminated, but the remainder of this Agreement shall remain in full force and effect.

The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

## ARTICLE XIII
## DEATH BENEFITS

SECTION 1

The City shall provide special death benefit in the amount of $10,000 to the survivor(s) of any Union employee covered by this Agreement who is killed while directly performing duties as a commissioned fire employee for the City, or who dies as a result of occupational illness or occupational exposure. For purposes of this Agreement, "survivor(s)" shall be the person(s) who are indicated as the beneficiary of the employee's pension or as otherwise provided by law.

SECTION 2

While this special death benefit shall be paid by the City to the employee's survivor(s) without any restriction, it is the intent of the City and the Union that such monies be used to assist in the payment of the employee's funeral expenses.

This Agreement signed this 3rd day of July, 2019.

City of Nogales

By: _____
Dr. Frank Felix
City Manager

This Agreement signed this 3rd day of July, 2019..

International Association of Firefighters Local 2763

By: _____
Gabriel F. Machado
Union President

NOGALES
YOU'RE AMONG FRIENDS

**John Kissinger <jkissinger@nogalesaz.gov>**

# Union Contract

1 message

**Gabriel Machado** <gmachado@nogalesaz.gov> Thu, Jun 20, 2019 at 9:24 PM
To: John Kissinger <jkissinger@nogalesaz.gov>

Mr. Kissinger, as promised, I presented your offer to the Union Members, here is what the majority voted on. Based on a few different factors, Nogales Local 2763 is willing to renew the current contract as it reads right now. No changes whatsoever other than the amount of time the contract will be valid for. Everybody understands that 2 years will be the max. Here are the reasons why.

* Compared to Fire Departments the same size as ours, our pay is way below, even factoring in the incentives we receive right now, The Incentives we receive bring us close, but not near where they should be.

* We have no step increase that will allow anybody to move up in pay, unless someone retires. In a department this size, that could be an extremely long time.

* The amount of money that Nogales Fire Department brings into the City, between Ambulance billing and Wild Land Fires more than cover the amount of money that is costs the City to cover the benefits awarded per the contract.

* The positions that were frozen, adds to a significant amount of money that will not be coming out of the Fire Department's budget.

* When it comes to Overtime, a very significant amount is being reimbursed by the State or Federal Government (depending on where the fire is). There was also a lot of overtime paid out last fiscal year to members who participated in the Community Paramedic Program, which was also covered by Grant. So the monetary impact to the City is not as great as it was presented.

* The Majority of the members also do not like the idea of a Department Head dolling out benefits (that we as a Union negotiated for ) as they see fit. Those benefits being Housekeeping allowance and Uniform allowance.

* The members of the Union have also been more than willing to take on certain tasks that have been requested by Both Mayor and Council. Fire hydrants are getting painted and marked, and the CPR programs for City Employees and the Community were implemented (at their request) and are in full swing.

If you have any questions or concerns, feel free to contact me.