

**MEMORANDUM OF UNDERSTANDING**

**LAKE HAVASU CITY**

**AND**

**LAKE HAVASU PROFESSIONAL FIREFIGHTERS**

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## **PREAMBLE**

WHEREAS, the parties through their designated representatives met and conferred in good faith pursuant to Lake Havasu City Code, Chapter 2.62 in order to reach the agreement outlined in the following articles, and

WHEREAS, the parties hereby acknowledge that the provisions of this Memorandum of Understanding are not intended to abrogate the authority and responsibility of City government provided for under the statutes of Arizona or codes and ordinances of Lake Havasu City.

NOW, THEREFORE, having reached this complete agreement concerning the items outlined in the following articles, the parties submit this Memorandum of Understanding to the Lake Havasu City Council with their joint recommendation that body resolve to adopt its provisions.

## **ARTICLE 1 RIGHTS OF THE ASSOCIATION**

- 1.1 During the term of this Memorandum of Understanding (MOU), Association Officials covered by this MOU shall be released from duty with full pay when directed by the City to participate in a meeting with the City and/or City representatives. In addition, Association Officials shall be released from duty with full pay to participate in Meet and Confer negotiations, as well as any committee or task force established by this MOU.
- 1.2 Association Representatives shall be released from duty with full pay to provide employee representation in a grievance or disciplinary action that an Association Representative is needed or requested.
- 1.3 Employees who participate in meetings covered by this Article which are not mandated by the City and which occur at times other than their normal work hours shall not receive compensation and said hours are not considered time worked for the purposes of computing overtime.
- 1.4 When attending Association meetings or activities, Unit Members follow the PTO rules as outlined in Articles 6 and 7 utilizing the Association Leave Time Bank.
- 1.5 The City shall provide bulletin board space for posting of Association literature. In addition, the Association shall be allowed to use interoffice mail and City email systems to disseminate information.
  - A. Information dissemination will not be political in nature, abusive of any person or organization or disruptive to City or Fire Department operations.
  - B. Emails related to Association business will clearly identify the sender as an Association member only.

- 1.6 Unit Members are released from duty to participate in activities supported by the Association and the Fire Department only when the request is approved by the Fire Chief. The time spent to attend the activity is considered hours worked. The Fire Chief makes every reasonable effort to approve the request only when overtime is not required, minimum staffing levels are maintained, and the operations of the Department is not negatively impacted.
- 1.7 The City shall provide to the Association, upon request, non-confidential and readily available information that is not prohibited by any state, federal or local law concerning the Association that is necessary to Association Representatives for negotiations, and is not otherwise available to the Association, such as employee wage and benefit data, survey information and personnel census. Any unusual costs incurred by the City in connection with this request shall be borne by the Association.

## **ARTICLE 2 RIGHTS OF THE CITY AND FIRE DEPARTMENT**

- 2.1 The City has the right to declare a fiscal or operational crisis/emergency and/or critical need which may suspend certain components of this MOU in order to provide appropriate services and/or support activities necessary for the public safety and welfare. Either party may declare the need to reopen the MOU for negotiations after the declaration of a fiscal/operational crisis as defined in this MOU. Teams shall meet within ten (10) days of the declaration to formally reopen MOU negotiations. The Parties shall meet and confer in a good faith effort to reach agreement on what, if any, changes to the MOU shall occur for Unit Members in order to address the City's crisis. All negotiations will follow the current Scope section of City Code, Chapter 2.62.
- 2.2 Prior to the re-opening of the MOU due to the declaration of a fiscal/operational crisis, both parties must first exhaust remedies available under Article 4 of this MOU, Labor Management Committee.

## **ARTICLE 3 RIGHTS OF UNIT MEMBERS**

- 3.1 All Unit Members have the right to have the Association serve as their Meet and Confer Representative without discrimination based on membership or non-membership in the Association or any other organization.
- 3.2 Unit Members have the right to be represented by the Association Representative of their choice at any meeting, interview and/or investigation that the Unit Member feels may result in disciplinary action taken against that member. Any Unit Member who is a witness or party to an issue being investigated shall not act as a representative. Information revealed to a potential Association Representative does

not necessarily preclude the Association Representative from carrying out his or her representative duties.

- 3.3 The Unit Member will have two (2) hours to obtain representation from time of notification of meeting. It is the responsibility of the Unit Member to monitor the two (2) hour period. Unit Member can choose to provide notice to reschedule the meeting if a two (2) hour notice is not given or forfeit this requirement and attend the meeting.
- 3.4 Nothing in this Article prevents the City from placing an employee on administrative leave pending an investigation or interview.
- 3.5 Unit Members may request an Association Representative in disciplinary meetings, investigations and/or interviews that could result in a level of discipline higher than a written reprimand handled at the Battalion Commander level or above.
  - A. The Association Representative and Unit Member may request to speak privately. The Fire Administration Representative may allow a break for Association Representative and Unit Member to discuss matters on their own and in private. The Unit Member may ask questions related to the matters under discussion at the meeting that may assist the Unit Member's understanding of the question being asked. The Unit Member is responsible for answering all questions and providing direct responses to the Fire Administration Representative.
- 3.6 A Unit Member shall not be required to write a memorandum or otherwise give an interview, whether formal or informal, concerning an allegation prior to receiving written notification of the complaint.
- 3.7 All Unit Member interviews will be recorded by the Fire Department Representative. This recording shall be the official recording of the interview and all individuals being recorded have the right to a copy of the recorded interview. The Unit Member being interviewed shall have the right to bring his or her own recording device, in addition to the Fire Department Representative's, and record any and all aspects of the interview. No recording shall be made without the knowledge of the other parties.
- 3.8 No Unit Member shall have their locker, or other space for storage that may be assigned to them searched except in their presence, or with their consent, or unless a valid search warrant has been obtained or the Fire Department has made a reasonable attempt to notify the Unit Member that a search will be conducted. The Fire Department must make a reasonable attempt to report, within 24 hours to the Unit Member, that their locker has been searched. This shall apply only to lockers or other space designated for personal storage that are owned or leased by the employing agency. Lockers may be inspected as part of a supervisory inspection process only with 24-hour notice provided to the Unit Member.

- 3.9 Upon the completion of the informal discussion and prior to the formal process of Meet and Confer, any proposed MOU changes submitted by the Association must be approved by the Unit Members. A vote of approval for all of the Association's proposed changes to be submitted to the City Manager must be conducted by the Association's Executive Board. The Executive Board must provide notice that the Association's proposed changes may be revised as the parties proceed through the Meet and Confer process. Voting results must be provided to Fire Administration in writing. If voting results do not result in a majority approval, the MOU will remain unchanged as to the Association's proposed changes until the next Meet and Confer.

#### **ARTICLE 4 LABOR MANAGEMENT COMMITTEE**

- 4.1 There shall be a Labor-Management Committee consisting of three (3) representatives of the Association who are Unit Members and representatives of the Fire Department chosen by the Fire Chief, and one (1) Human Resources representative. The purpose of the Committee is to facilitate positive labor-management relationships by providing a forum for the free discussion of mutual concerns and issues that may include items not covered by the Meet and Confer process such as the implementation of major new department programs or substantial modifications of existing department programs that will have a significant impact on work schedules or duties.
- 4.2 The committee shall meet at mutually scheduled times.
- 4.3 A minimum of four members are required for a formal Labor Management meeting to convene of which two must represent management team and two represent the labor team. A Human Resource representative may attend at his/her discretion.
- 4.4 Labor Management committee members will alternate the responsibility of summarizing all meetings. Meeting summary will be approved by both parties. The summary of all meetings may be posted electronically within a City network folder that is accessible by all Fire Department personnel.
- 4.5 In the unlikely event during the term of this MOU the City experiences loss of revenues or legal requirements that if not resolved during the budget year would result in the layoff of Unit Members, the committee will meet to discuss alternatives to this proposed action. Additionally, in the event a fiscal/operational crisis as defined in this MOU is declared, prior to re-opening the MOU for renegotiation, the committee will meet to discuss alternatives to any proposed actions. The City shall notify the Association President and provide all available current budget information related to Fire Department operations including, but not limited to projected budget shortfalls.

#### **ARTICLE 5 SHIFT TRADES**

- 5.1 Personnel shall be granted the opportunity to exchange shifts in accordance with Fire Department Policy and Procedures. All shift exchanges are subject to approval by the Shift Commander and shall be in conformance with Fire Department policy, which is the exclusive right of the Fire Chief.
- 5.2 Any proposed changes to the current shift trade policy shall be discussed by the Labor-Management Committee prior to taking effect.

## **ARTICLE 6**

### **PAID TIME OFF (PTO) LEAVE**

- 6.1 PTO Approvals and Cancellations – 56-hour Fire Shift Personnel
  - A. Except during periods of paid time off (PTO) restriction or other declared emergency, a minimum of 16.5% of assigned 56-hour Fire Shift Personnel per shift (rounded to the nearest whole number; when the decimal is equal to or greater than .5 round up, if less than .5 round down) shall be allowed PTO in accordance with departmental administrative policy. The total of 56-hour Fire Shift Personnel off per shift may exceed 16.5% due to alternate time blocks.
  - B. There shall be twenty-one (21) calendar days per calendar year in which up to one additional 56-hour Fire Shift Personnel, in addition to the 16.5%, shall be allowed PTO. Between October 1 and October 15 of each year, the Association President or designee shall notify the Fire Chief in writing the selected dates for the following calendar year. The selected dates shall be posted on the Fire Department calendar no later than November 1. If all twenty-one (21) calendar days are not specified and posted on the Fire Department calendar by November 1, the remaining days shall be available for use by the Association throughout the calendar year upon approval of the Fire Chief.
    - 1. When an additional PTO position is created for the purpose of Association business (i.e., meetings, seminars, trainings, etc.) and identified as such, the Association President has the right to designate that one (1) additional PTO position, in addition to the 16.5%, to an individual attending that Association business regardless of pending PTO submissions upon notification of such. This exclusive right of the Association President shall not be utilized on actual holidays of City observed holidays, and it may not remove previously approved PTO. Submittal of these PTO position days must be submitted no less than 30 days in advance and subject to approval by the Fire Chief.
  - C. Approvals for additional PTO beyond 16.5% of assigned 56-hour Fire Shift Personnel may be delayed, denied or cancelled at the discretion of the Fire Chief or designee. Approvals pending must either be confirmed or denied no later than six (6) calendar days (2 shifts) prior to the requested PTO.
  - D. When a time-off request has been denied, written notification shall accompany

the request setting forth the reasons for the denial.

- E. Approval or denial of a time-off request shall be subject to the guidelines and timeframes set forth in Fire Departmental Administrative Policy.
- F. Requests for cancellation(s) by Unit Members must be received at least six (6) calendar days (2 shifts) before the requested PTO, with the exception of the following:
  - 1. Thanksgiving Day
  - 2. Day after Thanksgiving
  - 3. Christmas Eve
  - 4. Christmas Day
  - 5. New Year's Eve
  - 6. New Year's Day
  - 7. Saturday before Easter Sunday
  - 8. Easter Sunday
  - 9. Mother's Day
  - 10. Father's Day
  - 11. Halloween

Which will require thirty (30) calendar days' notice for request for cancellation.

#### 6.2 40-hour Fire Shift Personnel

- A. PTO approvals and/or denials for 40-hour Fire Shift Personnel shall be managed at the discretion of the supervisor in that division.

#### 6.3 PTO Restrictions

- A. Fire Department administration shall notify all 56-hour Fire Shift Personnel of any PTO Restrictions a minimum of thirty (30) calendar days prior to the first scheduled day of restriction. Proper notification shall consist of a written communication in email to all 56-hour Fire Shift Personnel immediately following the decision to restrict the specified days.
- B. There shall be no more than twenty-five (25) calendar days labeled as "PTO Restriction" per calendar year in addition to the following annually set PTO Limited Days.
  - 1. All dates with NFPA 1582 scheduled physicals shall only be restricted for members with scheduled physicals and only during the scheduled times of the scheduled physical.
  - 2. The Saturday and Sunday of Memorial and Labor Day Weekends.
  - 3. The Saturday and Sunday of 4th of July weekend and the day of the 4th of July if it differs from Saturday or Sunday.
  - 4. The Wednesday, Thursday, Friday, Saturday, and Sunday of Arizona State Fire School, if City Fire Department has more than three (3) 56-hour Fire Shift Personnel attending courses.



NOTE: Once minimum staffing needs are met for PTO Limited Days on Memorial Day, 4th of July, Labor Day and Arizona State Fire School dates, PTO will be authorized by the Deputy Chief of Operations based on staffing requirements to meet the community needs for the noted holidays. PTO requests on other PTO Limited Days will be authorized at the discretion of the Deputy Chief of Operations based on operational needs.

C. Any time-off request submitted and approved prior to any days being labeled “PTO Restriction” shall not be cancelled regardless of when the restriction was posted.

D. There shall be no PTO Restricted dates applied on dates coinciding with Lake Havasu Unified School District’s scheduled spring or fall breaks.

## **ARTICLE 7 ASSOCIATION LEAVE TIME BANK**

- 7.1 The Association shall have the right to establish a bank of leave time to be used by Association Executive Board members to attend meetings, seminars, conventions and/or to conduct other Association business that does not produce a conflict of interest with City. City shall not pay for any of the travel, lodging, transportation or any other related costs.
- 7.2 A. Leave time shall be transferred into the Association Leave Time bank by each member shall be allowed to be carried over up to a maximum amount not to exceed 672 hours (the maximum PTO accrual for a fire shift employee). There shall be no time limit on the use of hours transferred under this section.
- B. The City assumes no liability for any action taken pursuant to this section. The Association agrees to indemnify and hold the City harmless for taking action under this section. The Association will be responsible for the administration of hours transferred and used under this Article.
- 7.3 Non-Executive Board members who are Unit Members shall have the right to utilize hours from this bank with the approval of the Association President or designee.
- 7.4 Non-shift Unit Members who transfer time into or utilize time from the leave bank will do so using a conversion factor of 1.4 in order to assure equity.
- 7.5 Association leave time shall be subject to the guidelines and timeframes set forth in Fire Departmental Administrative Policy.
- 7.6 Time used under this Article is subject to the provisions outlined in Article 6. Association leave time may be used with at least a two-hour notice and will be considered scheduled PTO.

- 7.7 No one Unit Member may utilize more than six (6) consecutive shifts from this bank at any one time.

## **ARTICLE 8 SALARY SURVEY**

- 8.1 The City and Association agree to collaborate closely in conducting a salary survey biennially, with surveys to be completed by January 1 of each odd numbered calendar year based on survey information available as of December 1, of each even numbered year. The survey shall include all fire positions identified in the City Meet and Confer Eligibility Policy.
- 8.2 A joint committee comprised of the Fire Chief, Deputy Fire Chief of Operations, Director of Human Resources, Association President, and Association Vice President, or their designees, will serve to oversee the survey process, data collection and reporting. The salary survey shall include at a minimum the following data: salary structure in effect as of December 1, of each even numbered year, to include the assigned grades and the number of steps and percentages between steps. The data will also include a Cost of Living (Indexed by U.S. Bureau of Labor Statistics (Western Region)), including specific information about cost of housing and note any known July 1 contract pay increases. Additionally, information will be provided based on stipends and specialty pay, including paramedic pay, education pay, bilingual pay, special assignment pay, coordinator and assistant coordinator pay, and longevity pay. Employment metrics, such as the ratio of the number of fire department personnel, population, budgeted general fund, and tax base.
- 8.3 The comparator cities are identified by City Policy. Information will be provided for comparator cities that have fire departments or designated fire districts. The joint committee, if in agreement, may select up to three (3) additional cities or agencies notated as “additional comparator cities.”
- 8.4 Upon completion of the salary survey, the joint committee will provide a comparison of the salary range to the prevailing rates of the comparator cities. Using a “structure to structure” method to compare the City’s salary structure to the prevailing rates as represented by the midpoints, which are the amounts employers pay for sustained competent performance. The comparison of the City’s current structure midpoints to the prevailing rates of comparator cities will be as follows:

Relationship to	Job Class	LHC Midpoint	Market Midpoint	Variance
Below	Titles	\$	\$	\$/%
Comparable	Titles	\$	\$	\$/%
Above	Titles	\$	\$	\$/%

Per Title	LHC	Comparator City	% Variance
# of Steps / Range Width			

Approx. % Between			
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<b>Metrics</b>	<b>LHC</b>	<b>Market</b>	<b>% Variance</b>
Population			
General Fund			
Paramedic			
Bilingual			
Education			
Assignment			
Specialty			
Cost of Living			
Cost of Housing			
Tax Base			
Coordinator			
Assistant Coordinator			
Longevity			

- 8.5 Upon completion of the salary survey conducted pursuant to this Article, the survey results shall be forwarded to the City Manager and the Association President for consideration by the City's budget committee for formulation of the proposed budget recommendation to be forwarded to the City Council as part of the annual budget process.

## **ARTICLE 9 ADMINISTRATIVE EMPLOYEE INVESTIGATIONS**

- 9.1 If administrative charges are filed against a Unit Member as a result of an investigation, the Unit Member will be provided the opportunity to respond to the administrative charges prior to the imposition of any suspension without pay, demotion or termination.
- 9.2 Interviews will not begin prior to 0800 hours and conclude by 1900 hours, at a time when the Unit Member is on duty, unless immediate action is required to protect the public interest

## **ARTICLE 10 CHANGES TO FIRE DEPARTMENT RULES, REGULATIONS and SOG'S**

- 10.1 New Fire Department Rules, Regulations, Policies and Standard Operating Guidelines (SOGs), or modifications to existing SOPs, shall be posted for review at least fourteen (14) calendar days prior to implementation, except in the event of an emergency. Any proposed changes within the document will be clearly identified. Within the fourteen (14) calendar days, the Labor/Management committee may submit a written request to discuss any disputes regarding the pending new or modified Rules, Regulations, Policies, or SOGs with the Fire Chief or designee prior to implementation.

- 10.2 The parties agree that the Fire Department shall have a current copy of the existing Fire Department Administrative Policies, SOGs and SOPs available in electronic format for all unit members to be able to access.

## **ARTICLE 11 WORK HOURS**

- 11.1 Unit Members assigned to fire suppression companies shall work a work cycle defined as two (2) consecutive twenty-four (24) hour shifts (48 consecutive hours) followed by four (4) consecutive days (96 consecutive hours) off. The FLSA cycle shall be 14 days (106 hour FLSA threshold) and shall mirror the City's payroll cycle.
- 11.2 Unit Members assigned to non-fire suppression duties shall work forty (40) hours per week, unless another schedule is mutually agreed upon by the Unit Member and employer.

## **ARTICLE 12 BIDDING FOR SHIFT/STATION ASSIGNMENTS**

- 12.1 Available shift/station assignments created by attrition or promotion shall be posted, via email, to all fire-suppression applicable personnel within the Fire Department. The vacancy announcement will remain for a minimum of six (6) calendar days. Seniority, job qualifications, and Departmental needs will be considered when deciding if the bid can be awarded.

## **ARTICLE 13 PAYROLL DEDUCTIONS**

- 13.1 The City agrees to deduct an amount authorized by Association Members and transmit such amount to the appropriate Association account(s) each pay period.
- 13.2 Association Members will submit the required payroll deduction form authorizing the deduction.
- 13.3 Association Members may initiate, discontinue or amend payroll deductions at any time. In addition, Association Members may authorize in advance in writing to allow designated Association Representatives the authority to amend payroll deductions related to membership as needed.
- 13.4 The City assumes no liability on account of any action taken pursuant to this section. The Association and its individual members agree to indemnify and hold the City harmless for taking action in conformance with this section.
- 13.5 The City agrees to deduct an amount authorized by unclassified service employees, including trainees, and transmit such amount to the appropriate Association account(s) each pay period. These deductions are voluntary and do not qualify the

unclassified employees as an Association Member or Unit Member until such date that they become eligible under Lake Havasu City Code Chapter 2.62.

## **ARTICLE 14**

### **PROCEDURE FOR ALLEGED BREACH**

- 14.1 The procedure set forth in this Article shall be the sole and exclusive remedy for any alleged breach of this MOU if parties are unable to informally resolve the alleged breach. This procedure supersedes City Code § 2.62.060(L) for the term of this MOU and applies only to alleged violations of the express terms of this MOU. Nothing herein precludes the pursuit of remedies under applicable federal, state, or local law for matters outside the MOU.
- 14.2 Only the Association (on behalf of one or more Unit Members) or the City Manager may allege a breach of this MOU. Individual Unit Members shall have no right to initiate or advance an alleged breach under this Article.
- 14.3 No retaliation, coercion, discrimination, or reprisal shall be taken against any Unit Member or Association representative for good-faith participation in this procedure.
- 14.4 The party alleging the breach shall, within forty-five (45) calendar days of the occurrence giving rise to the claim or when the party alleging the breach becomes aware of the occurrence giving rise to the claim), serve written notice on the other party. The notice shall:
- A. Specify the Article(s) and section(s) of the MOU alleged to be breached;
  - B. Describe the facts and evidence supporting the allegation; and
  - C. State the remedy requested.
- 14.5 The responding party shall provide a written response within ten (10) business days of receipt of the notice.
- 14.6 Within ten (10) business days of the written response, the Association and the City Manager (or their designated representatives) shall meet and attempt in good faith to resolve the alleged breach.
- 14.7 If the parties are unable to resolve the matter at the meeting described in paragraph 5 (or if either party fails to respond or meet within the required time frames), the matter shall automatically proceed to mediation.
- 14.8 The parties shall mutually agree upon a mediator.
- 14.9 Mediation shall be scheduled as expeditiously as possible. Costs of the mediation shall be shared equally between the parties.
- 14.10 The parties may mutually agree to bypass mediation and proceed to a hearing as identified below.
- 14.11 If mediation does not result in a mutually acceptable resolution within forty-five (45) calendar days of the mediator's appointment (or sooner if the mediator declares impasse), either party may request a hearing within ten (10) business days.

- 14.12 The parties shall mutually agree upon a hearing officer.
- 14.13 The hearing officer shall conduct a hearing allowing presentation of evidence, witnesses, and cross-examination in accordance with rules agreed upon by the parties and hearing officer.
- 14.14 Within thirty (30) calendar days after conclusion of the hearing, the hearing officer shall issue written findings of fact and decision. The hearing officer's findings and decision is final and binding upon the parties and will be provided to the City Council.
- 14.15 Costs of the hearing shall be shared equally between the parties.
- 14.16 All time limits contained in this Article may be extended by mutual written agreement of the Association and the City Manager. Failure of either party to meet any deadline shall entitle the other party to advance to the next stage of this procedure.

## **ARTICLE 15 MEET AND CONFER PROCESS**

- 15.1 The meet and confer process for this MOU will occur biennially every even year.

## **ARTICLE 16 DEFINITIONS**

- 16.1 40-hour Fire Shift Personnel:** For purposes of this document, all Fire Department personnel assigned to a 40-hour work week as referenced in the Lake Havasu City Operating Policies and Procedure Meet and Confer Eligibility Section.
- 16.2 56-hour Fire Shift Personnel:** For purposes of this document, all Fire Department personnel assigned to a 56-hour work week as referenced in the Lake Havasu City Operating Policies and Procedure Meet and Confer Eligibility Section. This also includes the 56-hour Fire Shift Personnel Battalion Chiefs for PTO purposes in Sections 6.1 and 6.3.
- 16.3 Association:** Lake Havasu Professional Firefighters Association, Local 2974.
- 16.4 Association Member:** For purposes of this document, those members of the Association who are defined as non-supervisory, non-confidential employees as listed in Lake Havasu City Code, Chapter 2.62 and the Lake Havasu City Operating Policies and Procedure Meet and Confer Eligibility Section.
- 16.5 Association Official:** For purposes of this document, those officials of the Association who are defined as non-supervisory, non-confidential employees as listed in City Code, Chapter 2.62 and the Lake Havasu City Operating Policies and Procedure Meet and Confer Eligibility Section.
- 16.6 Association Representative:** For purposes of this document, an Association Member chosen by a covered Unit Member to represent his/her interests in a potential disciplinary matter.

- 16.7 City:** Lake Havasu City Municipal Corporation and all related Departments, Divisions and Sections responsible for the delivery and/or support of City services.
- 16.8 Disciplinary Action:** An adverse action taken against an employee for misconduct or performance deficiency.
- 16.9 Email:** The City’s electronic communication system.
- 16.10 Employee:** For purposes of this document, those individuals occupying positions defined as non-supervisory, non-confidential employees as listed in City Code, Chapter 2.62 and the Lake Havasu City Operating Policies and Procedure Meet and Confer Eligibility Section.
- 16.11 Fiscal Crisis/Emergency:** Any event or situation where the City or Fire Department has incurred a serious loss of revenues or an unforeseen increase in expenditures not included in the regular City budget.
- 16.12 Memorandum of Understanding:** A written agreement arrived at by Lake Havasu City and Lake Havasu Professional Firefighters Association, pursuant to Lake Havasu City Code, Chapter 2.62.
- 16.13 Operational Crisis/Emergency:** Any unforeseen event or situation which adversely affects the normal, efficient and effective operations of the Fire Department and which may require the implementation of alternative work schedules, special assignments or other contingencies in order to provide necessary services for the public safety and welfare.
- 16.14 PTO Limited Day:** Days identified in article 6.3 where PTO requests may be authorized by the Deputy Chief of Operations after all staffing needs are met for the noted date including scheduled special events and required additional holiday weekend staffing. The number of approved PTO requests on the PTO Limited Days will be at the sole discretion of the Fire Chief.
- 16.15 Readily Available:** Data or information that is currently maintained and easily accessible. Does not include data or information that would require development of queries or reports not presently maintained.
- 16.16 Shift:** Designated 24-hour period to which operational personnel are assigned.
- 16.17 Unit Member :** A City employee identified in Lake Havasu City Code, Chapter 2.62 as eligible for participation in “Meet and Confer” and listed in the Lake Havasu City Operating Policies and Procedure Meet and Confer Eligibility Section.

Dated this\_\_\_\_\_day of\_\_\_\_\_, 2026.

For the Fire Association:

For the Fire Management Team:

\_\_\_\_\_  
Albert Coiner, President

\_\_\_\_\_  
Peter Pilafas, Fire Chief

For the City:

\_\_\_\_\_  
Jess Knudson, City Manager

Approved as to Form:

\_\_\_\_\_  
Kelly Garry, City Attorney