

**MEMORANDUM OF UNDERSTANDING**

**2018-2019**

**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 terms and provisions for the period July 1, 2018 through June 30, 2019.

## **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 The Association President or one (1) Executive Board Member shall be allowed to attend Association meetings during duty hours with pay, provided it does not cause overtime during his/her absence. Other association members will follow the PTO rules as outlined in Article 6 utilizing the association PTO bank which will be included as hours worked for the computation of overtime.

- 1.5 The City shall provide bulletin board space for posting of Association literature. In addition, the Association shall be allowed to use the City email as a normal means of communications to disseminate such information when necessary. Such announcements shall comply with the City's electronic mail policy. Information that is disseminated will not be political in nature, abusive of any person or organization or disruptive of the Fire Department's operations.
- 1.6 The City agrees, in conformity with City Code, Chapter 2.62 to deduct an amount authorized by the employee in writing biweekly and transmit such amount to the Association for membership dues each pay period.
- A. 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.
- B. Employees may initiate, discontinue or amend payroll deductions at any time during the term of this MOU. In addition, Association Members may authorize in advance in writing to allow designated Association Representatives the authority to amend payroll deductions related to membership dues as needed.
- C. The City assumes no liability for dues deductions amended by Association Representatives on behalf of any City employee.
- 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 exclusive rights of the City and Fire Department shall include, but not be limited to:
- A. The right to determine the organization of City government and the purpose and mission of its constituent agencies, to determine the quality, quantity and standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations.
- B. The right to establish and effect administrative regulations and employment rules consistent with law and the specific provisions of this MOU, to direct its employees, to discipline its employees, or to relieve its employees from duty because of lack of work or other legitimate reasons.

- C. The right to hire, direct, assign, promote or transfer any employee to meet the operational needs of the City and the Fire Department.
- D. The right to determine the methods, means and personnel by which City services are to be provided, including, but not limited to, staffing levels, resource deployment and work performance standards.
- E. The right to schedule, prioritize and assign work and overtime in order to accomplish the overall objectives of the Fire Department and the City.
- F. The right to adopt and to manage its budget, provide for the funding of certain levels of service, to add, delete, modify or suspend certain programs, functions, divisions, and departments as the City Council, in the exercise of its legislative authority to create and manage the City's budget, determines to be necessary and appropriate.
- G. 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.
- H. 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.
- I. The Association and the City pledge cooperation to increase departmental efficiency and effectiveness. The Association agrees to cooperate with the efforts of the Fire Department to achieve increased productivity for the mutual benefit of all concerned through better utilization of equipment, manpower and methods of work.
- J. The inherent and express rights of the City and the Fire Chief, including those herein specifically referred to, or otherwise listed in City Code, Chapter 2.62, which are not expressly modified or restricted by a specific provision of this MOU, are not in any way, directly or indirectly, subject to the alleged breach procedure as outlined in City Code, Chapter 2.62.

**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.
- 3.4 Nothing in this Article prevents the City from placing an employee on administrative suspension 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.
- 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 The Unit Member being interviewed shall have the right to bring his or her own recording device and record any and all aspects of the interview. No recording shall be done without the knowledge of the other party.
- 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 The Fire Chief may order a polygraph of a Unit Member if a serious allegation is made against the Unit Member. The Unit Member may decline, unless the complainant(s) have taken the polygraph first and passed. No Unit Member shall

be threatened or coerced with a polygraph examination for the purpose of intimidation. Serious allegations include a criminal act, abuse of authority, harassment with malicious intent, and reflection of the Unit Member's integrity. The Association and the City agree that the result of a polygraph examination will not stand as the sole and only evidence against, or for, a Unit Member in a disciplinary proceeding involving the dismissal, demotion, or suspension of Unit Member, but will be used as a tool to supplement all other evidence and information obtained during the course of an Administrative Investigation into the Unit Member's conduct. The polygraph questions shall be narrowly focused on the issue(s) under investigation. The Unit Member and his/her representative, or attorney when applicable, may review the questions prior to administration of the polygraph. Unit Members may submit to a second polygraph examination from a different polygraph examiner within seven days at no expense to the employee if the initial results are inconclusive. The Unit Member has the option of obtaining the second polygraph examination from a licensed private sector polygraph examiner at his/her own expense from a list approved by the Association and the City. In the event that the City introduces evidence of the results of a polygraph examination of the Unit Member into a disciplinary proceeding, the Unit Member shall be entitled to introduce the results of the second polygraph examination obtained under this Article. Nothing contained in this MOU shall be construed as creating any privilege or prohibition against the admissibility of initial and second polygraph results in administrative proceedings reviewing the dismissal, demotion, or suspension of an employee. Should an Administrative Investigation be concluded with a recommended finding of "Not Sustained" the Unit Member under Administrative Investigation for a serious allegation as defined in this Article, shall have the right to request, and have, a polygraph examination administered at the expense of the City.

- 3.10 Unit Members shall be treated in a professional and courteous manner free from hostile actions, profane language and/or threat of punitive action.
- 3.11 Unit Members shall not be subjected to questions in violation of Title VII of the 1964 Civil Rights Act, as amended.

#### **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 three (3) management 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 In the unlikely event during the term of this MOU Lake Havasu 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 will be discussed by the Labor-Management Committee prior to taking effect.

## **ARTICLE 6 PAID TIME OFF (PTO) LEAVE**

- 6.1 PTO Approvals and Cancellations – Fire Shift Personnel
  - A. Except during periods of paid time off (PTO) restriction or other declared emergency, a minimum of four (4) personnel per shift shall be allowed PTO in accordance with departmental administrative policy. The total of personnel off per shift may exceed four (4) due to alternate time blocks.
  - B. Battalion Commanders shall have discretion to allow more than four (4) personnel per shift PTO.
  - C. There shall be twenty-one (21) calendar days per calendar year in which up to five (5) Unit Members 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.

- D. Approvals for additional PTO beyond four (4) personnel may be delayed, denied or cancelled depending on the availability of relief personnel. Approvals pending must either be confirmed or denied no later than six (6) calendar days (2 shifts) prior to the requested PTO.
- E. When a time-off request has been denied, written notification shall accompany the request setting forth the reasons for the denial.
- F. Approval or denial of a time-off request shall be subject to the guidelines and timeframes set forth in Fire Departmental Administrative Policy 1-203.
- G. 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:
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Eve
  - Christmas Day
  - New Year's Eve
  - New Year's Day

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

## 6.2 Unit Personnel Assigned to 40-Hour Workweeks

- A. PTO approvals and/or denials for non-shift Unit Members shall be managed at the discretion of the supervisor in that division.

## 6.3 PTO Restrictions

- A. Fire Department administration shall notify all Unit Members 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 Unit Members 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.

- 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.

## **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.
- 7.2
  - A. Leave time shall be transferred into the Association Leave Time bank by utilizing the appropriate PTO transfer form and 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 1-203.
- 7.6 Time used under this Article is subject to the provisions outlined in Article 6.
- 7.7 No one Unit Member may utilize more than five (5) consecutive shifts from this bank at any one time.

**ARTICLE 8**  
**PROCEDURE FOR ALLEGED BREACH OF MOU**

- 8.1 To further enhance and outline the process for a breach described in City Code, Chapter 2.62, if either the Association or the employee claims that the MOU has been breached, the Parties alleging the breach shall:
- A. First, with the objective of resolving the alleged breach, discuss the alleged breach directly with the duty Battalion Commander. If the alleged breach is not resolved within five (5) calendar days, a written allegation of the alleged breach shall be filed with the Battalion Commander, with a copy being sent to the Human Resources Manager and Fire Department management representative of the Labor Management Committee. To be considered, the alleged breach must be submitted within thirty (30) calendar days of the alleged breach occurrence and contain, at a minimum, the specific contractual provision(s) of this MOU that is/are alleged to have been violated with the facts constituting the alleged violation(s) and the relief sought.
  - B. If, after five (5) calendar days from the date that the alleged breach was filed with the duty Battalion Commander, the alleged breach is not resolved, the alleged breach may be filed with the Labor Management Committee. The Labor Management Committee will within ten (10) calendar days provide a report of findings and possible recommendation to the Fire Chief for consideration.
  - C. The Fire Chief or his/her designee shall schedule a meeting in an attempt to resolve the alleged breach no later than seven (7) calendar days following receipt of the alleged breach and the report of findings and possible recommendation(s) provided by the Labor Management Committee. Each party shall be entitled, at their own expense, to bring documents and/or witnesses who are City employees to the meeting in order to present evidence on their behalf. Each party shall have the right to question the witness(es) brought by the other party.
  - D. The Fire Chief shall have five (5) calendar days from the date of the meeting to render a decision. If the alleged breach is not resolved with the Fire Chief's decision, the alleged breach will be submitted to the City Manager.
  - E. The City Manager shall within ten (10) calendar days either issue a written decision to both parties, or alternatively may require fact-finding or mediation to resolve the alleged breach. In the event that the City Manager renders a decision that is not acceptable to the grievant, the grievant may request that the matter be referred to a mediator or fact finder.
  - F. The mediator or fact finder shall be from the Federal Mediation and Conciliation Service or a non-employee of the City that is mutually agreed upon

by the City Manager and Association President. The mediator or fact-finder will issue a report of findings and recommendation to the City Manager within forty-five (45) calendar days of receipt of the alleged breach. The City Manager will provide the findings and recommendation of the mediator to both parties within ten (10) calendar days of receipt.

- G. The decision rendered from the mediator shall be the final decision on all matters taken this far in the breach process. The parties shall meet and finalize the results and consider the breach process complete.
- H. The parties can mutually waive all time frames listed above.
- I. The City Manager, in consultation with the Association President or his/her designee, shall determine the selection process, the format of the meeting, the sharing of the costs, and any other issue(s) that may result in utilizing the services of a mediator or fact-finder.

## **ARTICLE 9 RECALL, STAND-BY AND CALL-BACK**

### **9.1 Recall**

- A. Off duty personnel who are recalled for an emergency are requested to respond within thirty (30) minutes to their assigned work location if available and fit for duty.
- B. Employees who report for recall will be given two (2) hours minimum call out pay per LHC OPP 3.05. Compensation will begin at the time of notification provided personnel report for duty within the thirty (30) minute reporting requirement per Fire Department operating guidelines.
- C. Personnel are considered for emergency recall under the following conditions:
  - 1. They are off duty and are assigned to the group(s) being recalled as defined in Fire Department operating guidelines.
  - 2. They are not attending an approved outside school or training activity at the time of the recall.

### **9.2 Stand-by duty**

- A. Unit Members who are required to be on stand-by and available for emergency call-outs will be compensated for stand-by duty in accordance with OPP 3.05.

- B. Stand-by duty is defined as a special assignment given employees in order to make them available for emergency work during non-duty hours.
- C. Stand-by Pay is defined as an established rate of extra pay for a tour of duty.
- D. A tour of duty is up to sixteen (16) hours of standby time in a single day.
- E. Stand-by tour of duty is compensated as one (1) hour of pay at the overtime rate.
- F. Employees on stand-by duty will normally be provided with either a pager or portable radio. They are expected to respond within a reasonable time as determined by the department director.
- G. Time spent on stand-by duty does not count as hours worked for overtime purposes; however, the pay for stand-by duty is counted as wages for the purpose of calculating an employee's regular rate of pay for overtime purposes.

### 9.3 Call-Back

- A. Unit Members called back to work after their scheduled hours have ended (whether or not on stand-by) shall receive a minimum of two hours of pay at the overtime rate if required to physically report to work. This provision does not apply to Unit Members recalled under Section A of this Article.

## **ARTICLE 10 SALARY SURVEY**

- 10.1 The City shall conduct a salary survey biennially on the even numbered years that shall include a minimum of three (3) Unit Member positions to be determined by the Association. The salary survey shall ask for data that includes the number of steps in the salary plan as well as all special team stipends paid out by the comparison cities, including but not limited to Paramedic, Hazardous Materials Technician, Technical Rescue Technician and Airport Rescue Firefighter.
- 10.2 Upon completion of the salary survey, results shall be forwarded to the City Council and Association President as part of the budget process, along with a formal recommendation of action by City staff.
- 10.3 The methodology for conducting the salary survey and applying its results are as follows:
  - A. Cities surveyed will include those listed in Operating Policy and Procedure 3.10.01;

- B. The first step, or minimum of the salary range for the three (3) Unit Member benchmark positions enumerated in paragraph 1 will be surveyed;
  - C. All results of the survey will be included for comparison with City, including the high and the low;
  - D. An average of all responses will be used to determine a percentage (%) difference, if any, from City's minimum or first step;
  - E. An adjustment may be made to City's first step / minimum salary as a result of the survey group's percentage difference when compared to City's;
  - F. In order to maintain the current spread between steps and prevent further compression of the salary bands, the current percentage difference between the ten steps for each band and grade will be maintained by applying the existing percentage amount difference to each step using the new first step/minimum salary as the beginning point.
- 10.4 Adjustments, if adopted by City Council, will be made to the various positions in the Fire Unit based on the particular results of the benchmarked or another similarly situated position.

## **ARTICLE 11**

### **DEFERRED COMPENSATION CONTRIBUTIONS**

- 11.1 During the term of this MOU, Unit Members enrolled in the existing Deferred Compensation plan(s) offered by City shall have the right to designate a percentage to be deducted from their paycheck each pay period and deposited into that individual's deferred compensation account. The percentage will be based on gross earnings per pay period.

## **ARTICLE 12**

### **FIREPAC**

- 12.1 The City shall make available an automatic payroll deduction for Unit Members to enroll in the International Association of Firefighters FIREPAC Check-off Program. The City shall transfer the funds directly to FIREPAC.

**ARTICLE 13**  
**DELIVERY OF PAYCHECKS**

- 13.1 On payday, Unit Members who have signed a release shall have their paycheck/pay stub delivered to their mailbox at the duty station by Fire Department personnel.
- 13.2 Unit Members who do not wish to have their paychecks delivered to the duty station may continue to pick up their check from Fire Administration. Checks not picked up by Friday at the close of business will be mailed.

**ARTICLE 14**  
**ADMINISTRATIVE EMPLOYEE INVESTIGATIONS AND DISCIPLINE**

- 14.1 The City and the Fire Department reserve the right to investigate all allegations of employee misconduct.
- 14.2 Unit Members may be placed on administrative leave of absence with or without pay, if appropriate, during an investigation involving the Unit Member.
- 14.3 During an employee investigation, no documentation related to the matter will be placed in the employee's official personnel file until the investigation is completed.
- 14.4 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.
- 14.5 Unit Members will cooperate in all investigations conducted by, or on behalf of the City or the Fire Department. Failure to cooperate may be the basis for disciplinary action up to and including termination. Knowingly providing false testimony in a grievance hearing, or any meeting with management, is considered failure to cooperate.
- 14.6 Disciplinary actions may be appealed through processes and procedures described by the City's Operating Policies and Procedures.
- 14.7 Upon conclusion of the investigation the Unit Member shall be entitled to copies of reports, including audio recordings if any, made by interviewers or other persons.
- 14.8 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 15**  
**CHANGES TO FIRE DEPARTMENT RULES, REGULATIONS and SOG'S**

- 15.1 New Fire Department Rules, Regulations, Policies and Standard Operating Guidelines (SOGs), or modifications to existing SOPs, shall be posted for review at least ten (10) calendar days prior to implementation, except in the event of an emergency. Within the ten (10) 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.
- 15.2 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 16**  
**WORK HOURS**

- 16.1 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.
- 16.2 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 17**  
**BIDDING FOR SHIFT/STATION ASSIGNMENTS**

- 17.1 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 and specialty requirements (i.e. HazMat, TRT, ARFF) shall be determined by the Command Staff and specified in the vacancy announcement. Employees bidding on a shift/station assignment are not required to hold the specified certification to submit a bid, but the recipient of a bid award must agree to obtain the required training within twelve (12) months of the bid award.
- 17.2 At the close of the posted bid time, the Command Staff along with the Association President shall review the bid requests. Seniority, job qualifications, and Departmental needs will be considered when deciding if the bid can be awarded.

- 17.3** Personnel receiving a shift/station bid may be transferred to meet the Department's operational needs, but all efforts shall be made to honor the bid award for a period of twelve (12) months. After twelve (12) months from the date of the bid award the Department may reassign personnel at its discretion. Employees serving probation may not bid on vacancies.

## **ARTICLE 18 DEFINITIONS**

- 18.1 Administrative Suspension:** A non-punitive action that places an employee on paid administrative leave during the course of an investigation.
- 18.2 Association:** Lake Havasu Professional Firefighters Association, Local 2974.
- 18.3 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.
- 18.4 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.
- 18.5 Association Representative:** For purposes of this document, those members of the Association who are defined as non-supervisory, non-confidential employees as listed in City Code, Chapter 2.62.
- 18.6 City:** Lake Havasu City Municipal Corporation and all related Departments, Divisions and Sections responsible for the delivery and/or support of City services.
- 18.7 Disciplinary Action:** An adverse action taken against an employee for misconduct or performance deficiency.
- 18.8 Email:** The City's electronic communication system.
- 18.9 Employee:** For purposes of this document, those members of the Association who are defined as non-supervisory, non-confidential employees as listed in City Code, Chapter 2.62.
- 18.10 Employee Representative:** An Association member chosen by a covered Unit Member to represent his/her interests in a potential disciplinary matter.
- 18.11 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.

- 18.12 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.
- 18.13 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.
- 18.14 Personnel:** 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.
- 18.15 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.
- 18.16 Shift:** Designated 24-hour period to which operational personnel are assigned.
- 18.17 Shift Commander:** Battalion Commander or other person designated by the Fire Chief responsible for daily station operations.
- 18.18 Unit Member :** A City employee identified in Lake Havasu City Code, Chapter 2.62 as eligible for participation in “Meet and Confer.”

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

For the Fire Association:

For the Fire Management Team:

\_\_\_\_\_  
Tony Rivello, President

\_\_\_\_\_  
Jeff Harran, Fire Division Chief

For the City:

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

\_\_\_\_\_  
Brian Davis, Fire Chief

APPROVED AS TO FORM:

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

\_\_\_\_\_