

INTERNATIONAL ASSOCIATION  
OF  
FIREFIGHTERS, LOCAL 479

Effective July 1, 2009 through June 30, 2012

EXHIBIT A TO RESOLUTION NO. 21319

CITY OF TUCSON CONTRACT NO. 16423

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## ARTICLE I. SCOPE

This Agreement permits the recognition by the City of a single labor organization to represent that employee group consisting of commissioned personnel of the Tucson Fire Department who hold the rank of Captain and below, and who are, become, and remain members of the International Association of Firefighters, Local 479, hereafter referred to the Union, as defined by Ordinance 9321, SECTION 3. - A., enacted by the Mayor and Council on November 15, 1999.

As defined by Ordinance 9321 the following commissioned classifications are eligible for representation by the Union:

### CLASSIFICATION TITLE

Firefighter  
Paramedic  
Fire Engineer  
Fire Prevention Inspector  
Captain  
Any new class which falls within the bargaining unit

## ARTICLE II. RECOGNITION

SECTION 1. The Union is hereby recognized as the exclusive bargaining agent for all Tucson Firefighters covered by this Agreement. The term "employee(s)" or "member(s)" as used in this Agreement shall interchangeably refer to those commissioned "municipal firefighter" personnel included in the represented entity who are entitled or subject to the provisions of the Arizona Revised Statutes, Title 38 "Public Officers and Employees", Chapter 5. "Social Security and Retirement", ARTICLE 4, "Public Safety Personnel Retirement System", Sections 38-841, et seq. The Union hereby agrees that recognition is subject to a challenge by any other labor organization desiring to represent eligible members of the Tucson Fire Department, as provided for under the terms and conditions of Ordinance 9321 which is attached to this Agreement for reference purposes.

Unless otherwise provided for in this Agreement, all negotiations or discussions shall be accomplished between the City Manager, or his designee, and the President of the Union, or his membership designee. As recognized exclusive bargaining agent for all Tucson Firefighters covered by this Agreement, all such members shall, as provided herein, be represented by the Union on matters of wage negotiations, contract administration, and all other items as provided for under this agreement.

SECTION 2. However, nothing herein contained shall be construed so as to interfere in any way with the right of an individual, whether a member of the Union or not, to represent their own salary request as provided within the limitations of Tucson Charter Chapter VII. 2.

SECTION 3. During the term of this Agreement, the Union 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.

SECTION 4. No Union activity or Union business of any kind will be carried on during working hours or on City premises which is not permitted under Ordinance 9321 or as otherwise provided for under the conditions and terms of this Agreement specifically in accordance with ARTICLE 5, Section 2.

SECTION 5. The conduct of political activities by the Union shall be in accord with the provisions of Tucson Code 10-17(2), (3), (4), (5) and (6). Reports of violation of this article or the Tucson Code shall be forwarded in writing to the City Manager who will consult with the President of the Union and initiate an immediate investigation into the allegations or violations.

ARTICLE III.  
RIGHTS OF REPRESENTATION

SECTION 1. The Union has the exclusive right to represent its members in any negotiation, for, and on behalf of its members under this Agreement, following established procedures set up by the City Charter, Code and the Civil Service Commission Rules and Regulations, and this Agreement, on the following subjects:

- Wage and salaries
- Fringe benefits
- Working conditions

The Union acknowledges that representation of members on wages and salaries shall be subject to, limited by, and conducted only in accord with provisions of Tucson Charter, Chapter VII, 2. However, if the Mayor and Council designate and delegate the City Manager the authority to negotiate wage and salary disputes on behalf of the Mayor and Council, the Union thereupon will recognize the City Manager or his designee as the sole representative of the City for collective bargaining of such wage and salary disputes. The Union further agrees that subsequent to the initiation of formal negotiations for a successor agreement, the Union shall meet and negotiate only with the City Manager or his designee, and with no other City body, agency, or individual, including the Mayor and Council, until such time as the final approved agreement is forwarded to the Mayor and Council for adoption. The Union and the City Manager or his designee further agree to bargain in good faith on all matters relating to wages, fringe benefits, and working conditions. Further provided, however, that wage and salary discussions are strictly subject to the limitations of Tucson Charter Chapter VII, 2, and that all negotiations are subject to legislative adoption, modification, or rejection.

SECTION 2. CONFERENCE BOARD MEETINGS.

Fire Department Conference Board meetings shall be held upon call of either the Union or the Department Management. The purpose of such meetings shall be to discuss rules and regulations, general department policy, and/or topics of interest to the Union and the department. Not to exceed 5 representatives from the Tucson Fire Department management, not to exceed 5 representatives from the Union, and at the request of either party, the City Manager or his designee. Representation of the City Manager's office in a conference board meeting will specifically include an individual that negotiated the current agreement. It shall be the function of the City Manager or his designee in a Conference Board setting to attempt to resolve any dispute or difference in interpretation of this Agreement; however, other subject areas may be addressed at the discretion of the City Manager or his designee. Arrangements for the meeting shall be mutually agreed upon by all parties. Both Union and the department shall notify each other, in writing and two weeks in advance of the meeting, of the subjects they wish to discuss.

Should an issue be deemed urgent, by either party which requires immediate attention, a Conference Board shall be arranged to meet and discuss the issue within 48 hours of notification of other party. Both Union and the department shall notify each other in writing. A brief description of issues to be discussed shall be presented and the concerned party's position stated. If the City Manager's designees are required to resolve a dispute between the Union and management concerning this agreement, the final decision made on behalf of the City Manager will be in writing if requested by the union.

SECTION 3. Employees shall have the right to have Union representation, at the employee's request, and participation in investigatory meetings which could reasonably result in discipline of the employee and in pre-disciplinary review meetings when disciplinary action has been proposed and in any meeting at which a disciplinary decision is issued to an employee.

- A. The union representative shall have the right to confer privately with the union member.
- 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 review 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 employee.

ARTICLE IV.  
MANAGEMENT RIGHTS

SECTION 1. Nothing in this Agreement shall be construed as a delegation to others of authority conferred by Federal or State Law, City ordinance, or Civil Service Rules and Regulations upon any City official, or in any way abridge or reduce such authority, but shall be construed as requiring City officials and the Union to follow the procedures, agreements and policies prescribed herein in the exercise of the authority conferred upon them by law. The rights of the City, through its management officials, shall include, but shall not be limited to the following:

- A. to determine the purpose of each of its departments;
- B. to exercise control and discretion over the organization and efficiency of operations of the City;
- C. to set standards for services to be provided to the public;
- D. to direct the employees of the City, including the right to assign work and overtime;
- E. to hire, examine, classify, promote, train, transfer, assign and schedule City employees in accordance with the Equal Employment Opportunity Directives;
- F. to suspend, demote, discharge, or take other disciplinary action against employees for cause;
- G. to increase, reduce change, modify or alter the composition and size of the City work force, including the right to relieve employees from duties because of lack of work, funds or a material change in the duties or organization of a department;
- H. to determine the location, methods means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased;
- I. to establish, modify, combine or abolish job classifications;
- J. to change or eliminate existing methods, equipment or facilities.

SECTION 2. Those inherent managerial functions, prerogatives and policymaking rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

SECTION 3. Nevertheless, the exercise of those rights does not preclude employees or their representatives from consulting or conferring with management about the practical consequences of management decisions in the areas of wages, hours, fringe benefits, and working conditions, consistent with other articles of this Agreement.

SECTION 4. The City agrees that it shall not replace uniformed 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 members of the Tucson Fire Department within the City. The union recognizes that annexation is a survival issue for the future of the City. As related to property annexed by the City, the City may contract for services with any organization affiliated with the IAFF until it can effectively transition to permit City staffing. The City shall have control of the transition schedule but shall consult and confer such proposed interim measures with the union prior to taking formal action.

It is the intent of the parties that this Section pertains to any agreements with outside agencies, including but not limited to, automatic mutual aid agreements not related to annexation. It is further agreed that any proposed automatic mutual aid agreements will be discussed with the union prior to implementation and that any such agreements shall be for a limited period of time, and that any such agreement shall be intended to provide services while the City is taking steps to transition to permanent solutions.

## 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 or the Civil Service Commission 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 these negotiations. Such meeting time will be treated by the City as excused leave without loss of pay; however, no overtime compensation for such meeting shall be permitted. Any exceptions must be approved in advance by the City Manager or his designee. 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 meeting will be coordinated with the Fire Chief or his designee and shall be treated by the City as excused leave without loss of pay.

SECTION 2. The Union shall have one coordinator per shift, one coordinator for the eight hour uniform personnel and one paramedic coordinator, unless the Fire Chief and union mutually agree to additional coordinators. The coordinators' names shall be furnished to the Fire Chief by the Union. The list shall be kept current by the Union at all times. Coordinators/grievant will be permitted reasonable time during regularly scheduled hours of employment to investigate and process filed grievances. Provided the operation of the department will not unduly suffer, coordinators/grievant will be permitted to leave their work with permission of the Battalion Chief to represent a member at a hearing if requested by the member. Union business other than those listed above shall be conducted in such a manner so as not to interfere with the City work assignments of the coordinators/grievant involved or the City work assignments of other employees.

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. Processing costs for the deduction are not to exceed two cents (\$.02) per member per pay period. However, no such deduction shall be made except upon written authorization of each employee; such authorized deduction shall remain in effect unless notice of termination is given in writing as prescribed on the authorization card maintained by the Accounting Division of the City of Tucson. 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 provision of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

SECTION 4. Union members may be authorized in advance, in writing, to engage in Union related activities by the Fire Chief, at such times and in such instances, when, in the discretion of the Chief, such will not in any manner interfere with the efficient and economical operations of the Department, nor adversely impact the level of fire fighting service or support service.

SECTION 5. The Union shall be permitted to present information concerning this Agreement and the Union to eligible new employees. This information may be presented during the final week of training academy. The date shall be scheduled with the academy staff. Any new employee may leave prior to or during the presentation if they desire.

ARTICLE VI.  
WORKING CONDITIONS

SECTION 1. The work hours schedule presently in use by the department (5/6 - 24 hour shifts or the 40 hour week) will remain in effect until a change is jointly agreed upon.

For purposes of compensation and in conformance with the Fair Labor Standards Act (FLSA), the normal work period for commission 24-hour duty Fire personnel shall be 15-consecutive-day period commencing with the first working day on or after April 13, 1986 at 8:00 a.m. and continuing in 15-consecutive-day increments. (To be set forth in Administrative Directive 2.01-2 Overtime).

SECTION 2. A permanent employee assigned to 24-hour, 15 consecutive day period who is terminating employment due to retirement or any other cause, shall be paid for each day of sick leave in accordance with Ordinance 5162, adopted May 27, 1980, and accrued vacation leave on the basis that each day of accrued vacation leave and sick leave is equivalent to 12.0 hours of duty time. For accrued vacation leave of less than one day, each hour of such leave shall be considered the equivalent of 1.5 hours of duty time.

SECTION 3. Overtime worked shall be paid at a time-and-one-half based on an employee's basic hourly rate, except for fire prevention personnel who are called to duty during regular work hours on a holiday shall be paid straight time. Employees are encouraged to schedule and use all accrued compensatory time prior to retirement or other separation from service. Any compensatory time not used prior to retirement or other separation will be paid in accordance with the Fair Labor Standards Act (FLSA).

SECTION 4. A roster of all members shall be prepared and maintained which will allow for an equitable method of rotational call-back of off-duty suppression personnel. Call back will be position by position for overtime purposes, except that a Fire Prevention Inspector may work extra duty in any position for which the inspector has successfully completed probation, provided that the inspector is currently qualified as determined by the Fire Chief. Extra duty worked by Fire Prevention Inspectors will be paid at the suppression rate.

SECTION 5. In the event a member is called in for extra duty and after reporting it is found the member is not needed, such member shall be paid a minimum of two (2) hours overtime. For the purposes of this section, overtime pay will commence at the time the employee is notified to report for duty, except when called in for a 24-hour day. Pay shall not exceed 24 hours unless held over the following morning. A member may be held over for up to 2 hours following the end of a shift. The department may request and a member can voluntarily agree to work up to 36 consecutive hours. In no event shall a member be permitted to work more than 36 consecutive hours without a 12-hour break without permission by the Chief. Night shift differential pay shall not be paid for hours worked which are compensated by overtime.

SECTION 6. Vacation schedules shall allow 10% of authorized operations staffing to be on vacation leave. Figures to the closest whole number will be used. Example: 25 Engineers - 3 vacation spots; 48 Firefighters - 5 vacation spots; 14 Paramedics 1 vacation

spot). Vacation Schedules for Captains will be based on 10% of actual staffing plus one. (Example: 22 Captains – 3 vacation spots.)

SECTION 7. If above constant staffing, hourly vacations shall be allowed. On any given day where above constant staffing, the Division Chief in charge on any given day may allow out of classification vacations.

SECTION 8. Members promoted in rank and remaining in the same platoon after selecting a vacation will reserve the right to retain the same vacation. If transferred to a different platoon, management shall allow vacation time off during the same period depending upon staffing requirements.

SECTION 9. All members working a shift schedule and Fire Prevention Inspectors shall receive an extra day's pay for working any of the following City observed holidays, or if such holidays falls on a member's regularly scheduled day off. Members will be compensated for ten holidays.

Independence Day	Christmas Day
Labor Day	New Year's Day
Martin Luther King Day	President's Day
Veteran's Day	Memorial Day
Thanksgiving Day	Employee's Birthday on the day it falls

SECTION 10. Any change in those holidays listed above must be approved by the City and the Union. Observance of the above holidays shall be pursuant to Tucson Code Section 2.1.

SECTION 11. Response to emergencies and normal maintenance of stations and equipment shall take place on all holidays specified in Section 9. The company officer shall have discretion regarding all other normal department activities on the specified holidays.

SECTION 12. An employee's immediate supervisor may grant leave (day trade) for purposes other than sick leave. Replacement must be in class with equal qualification. The City shall not be responsible for enforcing any agreement made between employees in conformity with this section. The replacement shall be totally responsible for replacement attendance, and appropriate disciplinary action may be taken if the approved replacement fails to report for duty at the prescribed place, day and time. Trades for extended leave may be taken if a member has forty or more days of sick leave accrued and the injury/illness will require leave of greater than five consecutive shifts.

SECTION 13. An employee's immediate supervisor may grant emergency leave with pay to the subordinate employee who requests such leave. Emergency leave shall be documented by submission of an emergency leave request form stating the nature and anticipated duration of the emergency. Leave granted under this section shall not exceed (6) hours. If an employee is gone for 6 hours or less, his or her position will not be filled unless staffing permits.

SECTION 14. When an employee is required to assume an acting position for more than one tour of duty (10 working days), eleven or more days (or more than 50% of the time

worked in a 3 month period) in a capacity which is normally a function given to a higher paying classification, the employee shall be paid additional compensation to be set forth in City Administrative Directive 2.01-1A. Pay Rate Placement, Section IV.

SECTION 15. After a daily roster is made (0800 hours), there shall be no changes made in acting in higher capacity positions. When staffing falls below the constant staffing level, anyone filling a lower classification shall be moved to fill a slot of like classification. Otherwise call back shall be as follows: fire fighter will replace firefighters engineer will replace engineer or acting engineer, paramedic will replace paramedic or acting paramedic, and captain will replace captain or acting captain.

SECTION 16. Whenever an eligibility list expires for any promotional position covered under this Agreement where there is a known or anticipated vacancy pending, there will be a competitive examination conducted in order to establish an eligibility list. Such an examination process shall be initiated within thirty (30) days after a verified and authorized vacancy is created.

SECTION 17. If an employee certified on an eligibility list is passed over for promotion, the reasons for such action shall be set forth in writing and presented to the employee and to the Director of the Human Resources Department.

SECTION 18. Whenever more than one promotion occurs in a classification, management will make every effort to allow the employee the choice of shift based upon ranking on the eligibility list from highest to lowest.

SECTION 19. For the purposes of preferred vacation scheduling, assignments, overtime, and swing duty, in grade seniority is defined as the length of accumulative service within an employee's classification. An employee's seniority shall not be reduced by the time lost due to sick or injury leave.

SECTION 20. The minimum staffing of firefighting apparatus shall be four (4) persons.

Engine - (pumper) 1 Captain, 1 Engineer and 2 Firefighters  
Ladder - (tiller) 1 Captain, 2 Engineers and 1 Firefighter  
Ladder - (platform) 1 Captain, 2 Engineers and 1 Firefighter  
Ladder - (service) 1 Captain, 1 Engineer and 2 Firefighters  
The minimum staffing of water tenders shall be 1 Engineer

The minimum staffing of paramedic or rescue units shall be 2 persons

Paramedic (rescue) unit 2 paramedics  
Rescue Unit 2 State certified Emergency Medical Technicians/alternate service delivery unit

Sufficient personnel shall be maintained on duty and available for response to alarms. The number of fire companies and apparatus shall continue to be maintained at not less than those levels maintained on January 1, 2009, (22 engine companies, 10 ladder companies, 18 paramedic ambulance companies, the hazardous materials unit and the water tender/air-powered light vehicle, 2 alpha call response vehicles as well as four battalion chiefs and four EC Captains). These provisions are not intended to affect the general rights of the City to determine the location of companies.

If sufficient personnel are not available to meet the minimum staffing requirements, fire personnel shall be retained or recalled on overtime.

Any equipment and staffing levels not cited in this Article will be subject to discussion with the Union under provisions of ARTICLE III; Section 2. "Conference Board Meetings".

Employees certified for a higher rank can be assigned in the higher rank on a temporary basis to meet continuous staffing standards as set forth in City Administrative Directive 2.01-1A. Pay Rate Placement, Section IV.

SECTION 21. The City shall reimburse members required to be on swing duty, in accordance with policy statement in Administrative Directive 6.02-1 Mileage Reimbursement and the Fire Department Manual of Operations, Section 7-201-D. - Reassignment of Duty Station.

SECTION 22. 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, knee length boots, gloves, and all other safety equipment required.

SECTION 23. Effective June 30, 2003, members who have not used in excess of one 24-hour shift, or two consecutive work days for non-24-hour shift personnel, due to lost time over a six (6) month period, and each six (6) months thereafter, will earn one (1) day of Personal Leave. No more than two (2) such days may be accumulated at any time. Time off will be scheduled in the same manner as regular vacation. The days of leave must be taken prior to separation from City services. However, for the time period beginning July 1, 2009 and continuing through June 30, 2010, employees may earn one (1) day of Personal Leave for the time between July 1 and October 31, 2009, one (1) day of Personal Leave for the time between November 1, 2009 and February 28, 2010, and one (1) day of Personal Leave for the time between March 1 and June 30, 2010. During the time period between July 1, 2009 and June 30, 2010, employees may accumulate up to three (3) Personal Leave days.

Sick leave incentive days awarded under this Section shall be administered based on the employee's schedule at the time that the sick leave incentive day is used. For employees assigned to suppression, one sick leave incentive day equals twelve (12) hours. For employees not assigned to suppression, the sick leave incentive day will be either eight (8) or ten (10) hours, depending on the employee's regularly scheduled shift. Employees transferring from one schedule to a different schedule will have their available sick leave incentive time adjusted accordingly by the department.

Lost time includes usage of sick leave, leave without pay and workers compensation. Unscheduled vacation occurs when employees request leave less than twenty-four (24) hours in advance.

SECTION 24. The City will be responsible to purchase, maintain, repair and replace a core grouping of exercise equipment in all current and future fire stations.

SECTION 25. Subject to the terms of Tucson City Code Chapter 22, Article 5 as amended, union eligible commissioned personnel shall be allowed up to one (1) work week (56 hours maximum for suppression personnel and 40 hours for all other commissioned personnel) annually paid bereavement leave, with pay not to be deducted from sick leave or vacation leave, for the death of an immediate family member. Immediate family member is defined for this purpose as spouse, domestic partner, mother, father, mother-in-law, father-in-law, stepparent, 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.

SECTION 26. Employees who are members of the IAFF, Local 479 shall be afforded the opportunity of creating, offering and administering their own 457 deferred compensation plan as permitted by Revenue Ruling 2004-57 subject to adoption and approval by the Mayor and Council. This plan will be available exclusively to commissioned fire department employees represented by the union and will be offered and administered by a company with an established deferred compensation plan and program. Commissioned fire department employees represented by the union will be entitled to transfer their funds from one of the City's three existing deferred compensation plans to the newly established union 457 deferred compensation plan. Commissioned fire department employees represented by the union will have an initial "window" from July 17 to September 22, 2006 to make an initial affirmative election to transfer their existing 457 deferred compensation plan assets to the newly established, union 457 deferred compensation plan. Any commissioned fire employee represented by the union who does not elect to transfer their 457 deferred compensation plan assets to the newly established union 457 deferred compensation plan will automatically be financially mapped into the City's newly established deferred compensation plan sponsored and administered by ICMA.

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 Fire Department employees 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 slowdowns, or other forms of concerted work interruptions. Management 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 1. 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 management.

It is also understood and agreed that eligible employees have the equal right to refrain from any or 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 or affiliation.

ARTICLE IX.  
GRIEVANCE PROCEDURE

SECTION 1. The purpose of this grievance procedure shall be to settle disputes between the Fire Department and the Union as quickly as possible, at the lowest supervisory level.

SECTION 2. Any member shall have the right to present a grievance on the following:

- A. Interpretation, application, operation, or alleged violation of this Union agreement.
- B. Interpretation, application, operation, or alleged violation of Administrative Directives, Personnel Policy, Departmental Policy, etc.
- C. Disciplinary action not appealable to the Civil Service Commission.
- D. Working conditions identified in Article VI of this agreement.
- E. Issues, if otherwise grievable, arising out of a specific situation or act which has resulted in inequity or damage to the employee.

The following items are not grievable under this procedure:

- A. Employee Performance Evaluation
- B. Salary
- C. Position Classification
- D. Equal Employment Opportunity Complaints
- E. Management Rights
- F. Denial of a Merit Increase
- G. Policies established by the City Council, State law, and Federal Law

SECTION 3. To initiate this grievance procedure, an aggrieved member shall orally consult with the person whose signature appears on the action, with the exception of the Department Head, that affected the employee, within thirty (30) calendar days of the action or the member's awareness of such action in order to attempt to settle the grievance. If the grievance has not been resolved, the member may, within five (5) calendar days, reduce the grievance to writing and shall receive a written, answer from said person who was consulted with orally five (5) calendar days thereafter.

SECTION 4. If no satisfactory solution has been reached, the grievance shall be submitted to the Fire Chief or designee for review within five (5) calendar days from the day the grievance is returned from the officer who initiated the action. The Fire Chief or designee shall review the grievance within five (5) calendar days of its submission and shall give the determination of the grievance within five (5) calendar days from the review.

SECTION 5. If the Department Head's solution to the grievance is not acceptable, the employee may forward the grievance to the City Manager within five (5) calendar days. At the employee's option and concurrence of the Local 479 President, one of the following procedures will be used:

- A. The City Manager will appoint a Grievance Committee to investigate the grievance and recommend a solution.

The Grievance Committee is a neutral administrative hearing board and shall be composed of four City employees, two supervisory employees and two non-supervisory employees to be selected by a random procedure to be mutually agreed upon by the Union and Human Resources Director. A separate committee will be designated for each grievance. The Committee will have ten (10) working days from the date of its first meeting to investigate the problem and forward a written report of its recommended solution to the City Manager and the grievant. The Human Resources Department will facilitate the Grievance Committee to ensure that the Committee has access to all information necessary to conduct the investigation. The Committee has the authority to call witnesses and review all the necessary records and reports. The City Manager will review the recommendation of the Grievance Committee and will, within five (5) working days, provide a final written solution to the grievance and return the grievance to the employee through channels or;

- B. Request that the grievance go to an Arbitration Hearing using either the American Arbitration Association or the Federal Mediation Conciliation service. The City and the Union shall request a list of five (5) possible members from either organization and within five (5) working days of receipt of such list select an arbitrator. The City and the Union will each strike one arbitrator's name from the list of five (5) and will then repeat the procedures. A flip of the coin will determine who strikes the first name. The remaining person shall be the duly selected arbitrator.

Each party shall bear the expenses of witnesses and other costs of preparing and presenting its own case. Incidental expenses incurred as a result of the hearing and all fees and expenses of the arbitrator shall be divided equally between the parties.

SECTION 6. The decision of the Arbitrator/Grievance Committee shall be binding upon the Fire Chief and the member. However, the City Manager reserves the right to review the record of the proceedings and the decision of the Arbitrator/Grievance Committee, render a final decision and state in writing the reasons for that decision.

SECTION 7. Grievances not appealed shall be considered settled on the basis of the last decision thereon. Failure by the City to process the grievance within the time limits set forth above will result in the grievance moving to the next step in the process. All time limits of the grievance procedure may be changed by mutual agreement.

SECTION 8. In this procedure the time limits shall be taken to exclude Saturdays, Sundays, and all statutory holidays as listed in this Agreement.

SECTION 9. Uniformed members covered under this Agreement are solely limited to the grievance procedure as described herein.

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ARTICLE X.  
COMPENSATION AND ALLOWANCES

ALL OF THE FOLLOWING SECTIONS ARE RECOMMENDATIONS OF THE CITY MANAGER AND ARE SUBJECT TO APPROVAL OF MAYOR AND COUNCIL IN THE ANNUAL COMPENSATION PLAN FOR EACH FISCAL YEAR OF THIS AGREEMENT.

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.

City shall determine the average mid-point wages of the fire departments of Phoenix, Mesa, Tempe, Scottsdale and Glendale, Arizona, and approximate the Tucson mid-point wage at 95% of the average of those cities in determining a wage schedule.

SECTION 2. For the purposes of this Agreement, "night shift" shall be interpreted as a period of time which falls between 8:00 p.m. and 8:00 a.m. Members required to work during this period shall receive night shift differential pay over base, as follows:

PER HOUR	
8 pm to Midnight 85 cents	Midnight to 8 am 90 cents

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 clothing and maintenance allowance for the maintenance and replacement of uniforms and related expenses, payable semi-annually in April and October. 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. The allowance will be payable at a rate per semi-annual period at the rate of \$765 per payment, except Fiscal Year 2010 during which the uniform maintenance allowance will be reduced to \$465 per payment. Graduates of the Fire Academy will be eligible to receive a prorated clothing and maintenance allowance with the first pay out occurring on the pay out date following graduation from the academy. The first pay out will be prorated based on the date of graduation.

SECTION 4. Effective July 1, 2008, members covered by this agreement shall receive a housekeeping allowance in an amount of \$29.18 per pay period.

SECTION 5. Effective July 1, 2008, up to 64 union eligible commissioned personnel shall be designated by the Fire Chief to serve on the Tucson Fire Department Honor Guard, including up to 30 Pipe and Drum Corps members. Those serving as members of the Honor Guard will receive an Honor Guard allowance of \$25.30 per pay period for this assignment.

SECTION 6. All members who presently qualify shall receive longevity pay as follows:

<u>Years of service</u>	<u>Percent of Annual Salary</u>
0 through fifth year	0
Beginning of sixth year through end of tenth year	4%
Beginning of eleventh year through end of fifteenth year	6%
Beginning of sixteenth year through end of twentieth	8%
Beginning of twenty-first year and following	10%

Payments shall be paid in two semi-annual installments; one-half of the annual amount on the pay day for the pay period in which June 1 falls, and one-half on the payday for the pay period in which December 1 falls.

SECTION 7. For purposes of annual sick-leave cash out, payout of vacation at the time of separation (including retirement) from City employment, and payout of sick leave at retirement, payment will be made at the suppression payout rate for all commissioned personnel in suppression assignments at the time of the payout.

SECTION 8. Paramedic assignment pay of one hundred fifty dollars (\$150.00) a month will be paid to commissioned Fire personnel who have promoted to and remain in the classification of paramedic. Additionally, paramedic assignment pay will be paid to commissioned Fire personnel in non-paramedic classifications who have completed initial probation and possess a current National/State certification (EMT-P), and are available to work one 24-hour shift per month as a paramedic.

Work availability as described in this section is subject to verification by the fire chief. Management and union representatives will determine an equitable method for utilization of firefighters in non-paramedic classifications who are available to work one 24-hour shift per month.

SECTION 9. Attendance at continuing education training courses that are required to maintain State EMT-P certification will be considered hours worked for all commissioned personnel who maintain paramedic certification (EMT-P), not to exceed 40 hours of training during each two-year period. If the requisite number of continuing education hours (above 40 hours per cycle) is increased, the parties agree to meet and confer about the 40-hour limit of this Section.

SECTION 10. Effective July 1, 2008, members who refer a firefighter applicant who is hired within one (1) year of the referral shall receive two hundred dollars (\$200.00) upon the applicant's successful completion of the academy.

ARTICLE XI.  
DEATH BENEFITS

SECTION 1. The City shall provide a special death benefit in the amount of \$25,000 to the survivor(s) of any 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. Additionally, the employee's accrued and unused sick leave will be paid to the employee's survivor(s) as provided by Administrative Directive 2.01-7B, Section VI.C.

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.

SECTION 3. Employee's surviving spouse and eligible dependents will be allowed to continue to fully participate in the City of Tucson's medical and dental insurance programs.

ARTICLE XII.  
TERMS AND CONDITIONS OF AGREEMENT

SECTION 1. This Agreement shall become effective as of the date of signing and shall remain in full force and effect through June 30, 2012, and thereafter from year to year unless either party hereto shall notify the other in writing, at least 150 days prior to the expiration of the term or any extended term of this Agreement, of an intention to terminate said Agreement. Notification shall be by registered mail postmarked not less than 150 days prior to the expiration date of this Agreement or any extension thereof.

SECTION 2. It is agreed if at the expiration of this Agreement negotiations have started for a new Agreement the principles of the expired Agreement will be honored.

SECTION 3. For the purpose of renegotiation, at least 120 days but no more than 150 days prior to the three-year expiration date of this Agreement, representatives of the City and the Union shall meet for the purposes of determining whether renegotiation of the Agreement is necessary.

SECTION 4. It is agreed that the parties will conduct negotiations on those items in the Agreement and Addendum which are set to expire on June 30, 2010. 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 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.

ARTICLE XIII.  
SEVERABILITY

SECTION 1. If any provision of this Agreement is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this Agreement, but the remainder hereof shall remain in full force and effect.

SECTION 2. Should any change be made in any State or Federal Law, Civil Service Rule or Regulation, or City Code or Charter provision, 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.

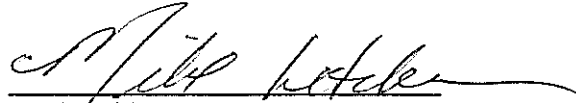
The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

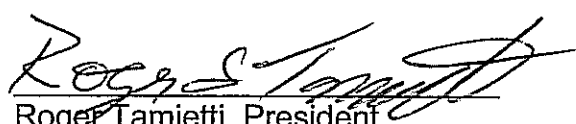
IN WITNESS WHEREOF, the parties hereto have set their hands this   9   day of   July  , 2009.

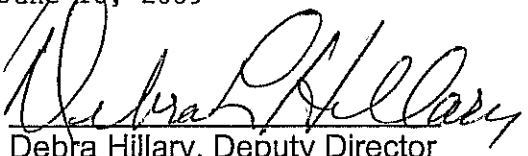
ACKNOWLEDGED AND DATED THIS July 9, 2009.

CITY OF TUCSON

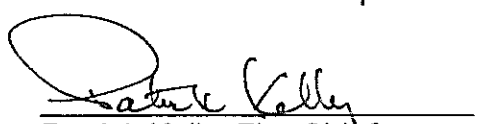
IAFF/TFFA, Local 479

  
Michael Letcher, City Manager  
June 16, 2009


  
Roger Tamietti, President

  
Debra Hillary, Deputy Director  
Human Resources Department

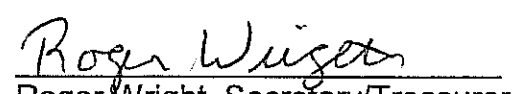
  
Brian Delfs, Vice-President


  
Patrick Kelly, Fire Chief  
Fire Department

  
Bruce Pferdeort, Vice-President

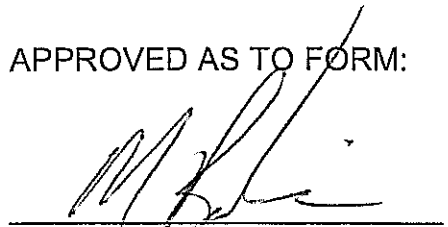
  
Ken Ramsden, Vice-President

ATTEST:

  
Roger Wright, Secretary/Treasurer

  
Roger Randolph ~~June 16, 2009~~  
City Clerk July 9, 2009

APPROVED AS TO FORM:

  
Michael Rankin  
City Attorney