

**Minutes to the Special Meeting of the Board of Directors
of the Sonoita-Elgin Fire District
5 January 2015
6 p.m.**

Izzo - I call this meeting to order, will all please stand?

Pledge of Allegiance

Roll Call - The record will reflect all board members present, and we will have our first call to the public . . .

Call to the Public

Sandy Ruppel - Okay, my name is Sandra Ruple. Bear with me, I hope you can hear my voice, my family has been in this community for almost 18 year, we are landowners, we do pay property taxes. I understand that the board would like to make a contract with the position of Fire Department Chief, a one year contract of \$75,000, which would lower the current chief's salary by more than \$9,000. I understand that lower property taxes is one of the reasons behind this move. On my current property tax bill, I see that I pay \$479.70 for the fire district. I also see that I pay \$927.54 for the school district which is the other local public entity specific to this area. So I'm paying almost twice as much of my property taxes to fund a school with less than 125 of the local children, than I am to fund the fire department which is in charge of not only the safety of that school but also every person that lives in this area, their property and all those who pass through the borders of this district 24 hours a day, 365 days a year.

Chief DeWolf has actively pursued and been awarded more than \$1.5 million in grant moneys to cover equipment, training and salaries for the fire department. He is valuable to this department. Chief DeWolf has been an active member of the department for 19 years and enrolled as Chief for 13 of those years. He is a member of our community. As Chief, he is required to live in this community. During that same period, the local school district has had at least 6 different superintendent principals, most of whom have not lived in our community or paid the taxes their budgets affected. After 13 years in this position, our current chief's salary has risen to 284,000. In comparison, the new superintendent's salary is actually above that number and he's not required to live in the community, and was also presented with a two-year contract.

Though the Chief's position does not require a university degree, it does require a vast amount of ongoing rigorous training and education. Chief DeWolf is highly regarded in his field for his expertise and knowledge. This position is not an eight to four Monday through Friday job, the Chief is on call all the time, even federal holidays and weekends. The Chief is not only tasked with

protecting the health and safety of the citizens of this community, he also has to bear witness to the tragedies that befall some in our community. No amount of education can prepare you for that.

From a different angle, we are proposing to reduce the salary of the Chief, a person highly regarded in the industry, has held his position for 13 years and only offered a new contract of one year. If he should leave, how do you think this would look to those who might consider applying for this position? Do you think this would encourage highly qualified individuals to apply knowing that they would be required to live in this community, could face arbitrary salary cuts of more than 10% and would be offered a shorter duration contract than the local principle? So yes, I think there is a property tax issue in this community, but I strongly disagree with the notion that the problem lies with the fire department budgets or the Chief's salary. As the board of our fire district, I would expect you to seriously consider your decisions, understanding that they could drastically affect the health and safety of this community. It's not just about numbers on a budget, I would ask that you not reduce the Chief's salary and that you would offer a contract at least equal in duration to that of our local school's new superintendent. Thank you.

Izzo - Thank you, too. Could we by chance have a copy of that so she could . . . it would be easier for her to put that in the minutes?

Mrs. Ruppel: -Yes, and actually, I am sorry; I printed it in smaller than I have. But I am old.

Izzo - Thank you.

Mrs. Ruppel - Sure.

Izzo - Okay, we will move to item five, old business with our continuing discussion about the Chief's contract, and we stopped on the item of travel. Could you give everybody a copy of that?

Rinaldi - Yeah.

Izzo - Yeah, Okay . . . So you have a copy that Jennifer put together from our notes from our previous meetings. And I thought what we'd do is we'll continue on with those few items they have left . . . One, two, three, four, five, six . . . Maybe seven, and then if time allows, we can go back over the duties and review some of that and then hopefully next meeting will we have a full draft for you to see. So we looked at health insurance last time, same as the other personnel, and we will add . . . I have travel as an item. So I just felt like we ought to say something about travel, one way or the other. I am thinking that there should be some sort of a caveat that allows the Chief to travel within a certain area, whether it be within the state of Arizona or with contingent counties, whatever the board feels. Pima County for 17 years, the county manager was not permitted to travel outside the state without board approval. That is kind of the standard policy, that if somebody wants to travel outside the state. So that's kind of where I am coming from. I am thinking that at least outside the

state that the Chief would come to us and tell us what the purpose was and what we would gain from it and then we could make a decision there. So I will just open that up for discussion.

Neal - I agree with you, that is pretty standard, I think, in most public entities as far as travel. If it is outside the state, that it needs to be approved.

Bianchi - I would also support that the position . . . not to say that there shouldn't be travel, but that any travel that the Chief wants to take outside of the local area here be presented to the board with enough advanced notice that we can decide if it is something that we want the Chief to undertake. Basically it would be for the strongest part the benefit of the district and we need to know what the benefits of the district would be.

Izzo - What do you mean by local area?

Bianchi - Well I would leave it to the counties . . . this county and the counties adjacent to it for travel, but if we are going beyond that point my feeling would be that the board should know about it in advanced and approve or disapprove of it.

Rinaldi - I'm in agreement with that that is standard as you said.

Berry - You think that three counties . . .

Izzo - Three counties . . .

Neal - How often is travel to Phoenix required? I mean often times there is a state meeting, and I am just going back on my prior experience, and it would be held in Phoenix verses Tucson . . .

Rinaldi - Or Laughlin for that matter . . . I mean it's . . . I know, I know it is out of state, but my point being that at times, it is required and you have to do it.

Izzo - I don't know. I have a sense, Chief, I have a sense that you travel to Phoenix periodically.

Chief: I do once a month, I sit on the Arizona Fire District's Association Board, so I am in Phoenix once a month.

Izzo - Okay.

Chief: It all depends, because over the past number of years, I have been asked to sit in on fire chief's selection boards, so I will be up in Yavapai County doing that for a couple of days. So it would be things like that. That generally comes up and it's a month or two in advance. I have done Gila County, Yavapai, Maricopa . . . So I have done pretty much all the counties in the state on a selection panel. But on a regular basis, it would be the Arizona district's fire chiefs in Maricopa County once a month, which is touching because we do the Cochise county fire chiefs then EMS,

the Pima county and the Santa Cruz County. Those are the three that we work with on a regular basis.

Izzo - So if we were to propose, just the adjacent counties, you could actually come and ask for the whole year to go to Phoenix. You know it is always on certain scheduled out ahead of time.

Chief: First Thursday of week.

Rinaldi - That also speaks to the very last item which would be professional development. And a note that we had talked about memberships to certain organizations. That was another agenda item, and this sort of ties into that. What memberships is the Chief involved in and what are advantageous for our district.

Izzo - So you're heading that way.

Berry - I feel its unrestricted intrastate travel should be fine, as opposed to adjacent counties because you said you may only have a one month notice before you would have to go to Yavapai or . . .

Chief: It could be, yes . . .

Berry - Then we would have to have a special . . . we would have to be contacted for approval for him to go up to Yavapai, wouldn't we?

Izzo - Yeah.

Bianchi - When you go around the rest of the state, what is the purpose Chief?

Chief: I do fire Chief selection sometimes, districts will ask me to go and speak at their board meetings or speak to their communities on rural fire fighting and rural fire districts. We are one of the most sought after, combination fire departments in western America, so they come and talk to us about that. How do we do recruitment and retention? I've spoken to other districts on how we do recruitment and retention. I spoke to Central Yavapai on how to start a volunteer program. They are 100% career and drafting more volunteers, so a stuff like that. How does it benefit our district? We are one of the leading combination departments in the state of Arizona.

Bianchi - But you are going someplace else to teach somebody something that benefits them. I can see that. I don't see the benefit to our district.

Chief: Well the benefit is we are recognized for such quality volunteers and voluntary leadership, and plus every time you go to a district and talk to a community or a board you learn things. They do things different than we do, and you always come back with something. It's like doing Chief evals, or Battalion Chief evals, what we would do in assessment center, and I will do that, you come back with a better way to do an assessment center for the next time we hire somebody. There is a lot that we have gotten over the years, as well as we have given. In the past when we were going from a

volunteer department to a combination district, other districts came and spoke with us and helped us along. And we have kindly given back now because of where we are at.

Bianchi - Are you the only fire Chief that goes around the state and does this?

Chief - Am I the only one?

Bianchi - Yes.

Chief: No.

- **Bianchi** - Okay, who else is in demand that you know of?

Chief: Depending on what department you are looking at, whether it's a full career, Chief Miller from Fry Fire District, Chief Caid from Rio Rico is really known right now for his community paramedicine program. He is speaking and working with districts all around the state. The Daisy Mountain fire district's Chief comes down here. Green Valley, he just retired, Simon Davis has spent years doing what I do. He is on the board with me in Phoenix. If a district calls and they are having trouble with open meeting laws or just operational ends, sometimes three or four of us go down to these districts and we will sit down and chat with them. There is numerous people that do this. Mary Dahl from Sun City West . . .

Bianchi - When you go and incur expense, do they reimburse that expense or is that at the district's expense?

Chief - That is generally at the district's expense . . . Generally, it is just a travel fee . . . gas to get there. If I go over night, then generally they will put me up or they will feed me dinner or something. But most of the time what is encumbered upon this district is the wear and tear on the vehicle from the mileage. I have Arizona City, I am scheduled in the end of January to do their Chief selection. So I will go up to Arizona City. I will leave here on a Wednesday; I'll leave there Thursday or Friday . . .

Bianchi - That's up around Casa Grande somewhere?

Chief - Yeah.

Bianchi - Who else will be going besides you?

Chief: Me.

Bianchi - Just you.

Chief: Just me, out of fire chiefs, just me from my department.

Bianchi - No, no, no, I meant other fire chiefs.

Chief - Oh yeah, I don't know who is on the selection. It will probably be Bill Miller and the Chief from Florence I believe is going to sit on it as well. There is generally four of us from around the state that will go.

Bianchi - Okay.

Chief: -And most of those, as those who have been on the board for a while, you will see an email occasionally that will state that I will be out of the district from this day until this day and the BC will be around. That is generally when I am going to run and do something like that.

Izzo - Okay so we have two ideas here. One is a state, unlimited no restrictions within the state, board permission required outside the state. And the other thing we have on the table is unlimited travel in the three county area, and board approval required for anything outside that. Is that kind of where we are?

Rinaldi- Yeah.

Izzo - Okay since we can't come to an agreement, I think we need to have a vote on that. Does that sound okay to you?

Bianchi - That would be okay but I thought we were going to wait until the end to vote on the whole thing, rather than pieces.

Izzo - We will have two of them. We will have two things in there, drafted . . .

Bianchi - Yes.

Izzo - Okay. Sound good? An A and a B?

Rinaldi - Yup. I got it.

Izzo - Okay the next area is outside employment, and actually Jennifer has drafted some language here. Do you mind if I read that?

Rinaldi - No, go ahead.

Izzo - Any employment outside of the fire district shall be preapproved by their governing board of directors and any compensation for employment shall be covered by that outside the agency or individual. And that kind of goes along with the next thing is hours of work. To kind of understand here, so when Jennifer has drafted something, this comes from some other contracts.

Rinaldi - This comes from the packet of contracts that the Chief so kindly let me use. This is all . . . pretty much what's in these contracts is standard language that a lot of local fire departments use. So I just tried to really take the simplest and clearest language that I could to put into these.

Izzo - "An employee shall devote full time to the business of the employer, unless the employer has authorized employer to be absent from a district for a specified period of time. Employer expects employee to respond 24/7 to emergencies within the districts operational area." So I think what we are . . . And I kind of saw the same thing, this is an expectation that we might think that this is a full time job and therefore if the question is that you are on call 24/7, if this is a full time job, where does the time come in to engage outside employment? We are still leaving that open, if there was a situation for outside employment, and we do mean consulting as well, we would consider that on a case by case basis. But that is where there is coming from. Some of the contracts have this, and some say "outside employment except for consulting." Then they could do consulting. It kind of goes both ways.

Rinaldi - But it's a double edged sword, the minute you say, "Yes you can consult." You are opening up a can of worms. I know with the contract that I signed with the company that I worked for, that was just absolutely, simply not allowed. They expected you, 24/7 during an emergency period, whatever your consultation was that dropped to the side. You were not to do that.

Izzo - Okay, are there any other thoughts on this?

Chief - Well what is classified as outside employment? I own a business. My wife owns an embroidery business, which legally, technically, when the IRS . . . we file taxes, it's outside employment.

Rinaldi - But it's not yours, it is your wife's.

Chief - Well yeah, it's mine. By Arizona law it's mine too. It's community property state. We file joint taxes.

Bianchi - How much time do you spend embroidering?

Chief - I haul to drill in Pima county, I haul in Cochise county for her to sit at livestock shows and rodeos. She does Pima county fair 14 days long. There will be days when I sit outside the trailer there. Is that called employment or not?

Rinaldi - No.

Izzo - I don't know, I think it is.

Rinaldi - But he is not getting paid.

Izzo - But it's a family by filing jointly. I can't see us or any board disapproving that, but it's just something that we would need to know in advanced, not each time but the whole situation right? I'm not talking about each time I go up there, but know that you have this business that's family business that might take certain about of your time to help support that. So yeah, I think it's outside employment.

Chief: Okay, on another scenario, because I have a past in history of doing upholstery work. So if somebody - Judy because she is sitting close to me, the firefighters learn not sit close to me . . . And Judy says, "hey Chief, could you reupholster a chair for me?" Is that outside employment?

Izzo - Would you get paid for it?

Berry - Well it would have to be outside employment, if it's within the 24/7.

Izzo - I mean we are trying to define what is employment.

Chief: Yeah, I have done motorcycle seats, I have done chairs . . . Over the course of the last 13 years I have probably done five or six projects that I have gotten paid to do.

Rinaldi - Yeah but are you paying taxes or even . . .

Chief - Oh yes.

Berry - But do they interfere with your ability as a Chief?

Chief: It has never interfered at all.

Ron - So I am thinking it would just be something you would tell us about, and we would approve that, not each time but from time to time you might do upholstery work. So we will know about that.

Rinaldi - Well why don't we add to the language, "Approved businesses, stated by the Chief."

Izzo - Well it says here, "Shall be preapproved by the governing board."

Rinaldi - I think that covers it.

Chief - So when I take in a horse I have to come in and ask the board if it's okay for me to do that.

Neal - So is the outside employment we are talking about directly related to fire district type employment? Like if somebody wanted to hire the Chief to do, within a year's time . . . Say 80 hours of consultation, regard of whatever . . . Is that what we are trying to pin-point? Or is it any?

Bianchi - I think it's any, because we have this concept of 24/7, except for vacation and holidays, which we have already built into the contract. So do we want to have 24/7 or don't we? Now if the Chief is up at Pima at a fair or something up in Pima county and stays there for three or four days. He'd get back here if there were a fire, but not very promptly. So unless he is using personal time for something like that, I think it is in conflict with the notion of 24/7.

Chief - Okay then on that note, the fourth of July, a legal holiday by the contract I am off. Okay we break a wild fire now what? Am I on or am I off? Or do I get to have comp time for another day? How does that work?

Izzo - Well you are off on a holiday let your conscious be your guide. If you think you need to be there, if you think Kevin can handle the job let Kevin handle it.

Chief - Actually Kevin has that day off.

Chief- Kevin is off on that day, too. It is a holiday for the boys. The only ones that are here are those that are working, so what I am getting at here is: if we narrow this down to the duck's feather we are going to box ourselves into not having appropriate coverage for our district. As for the past, in my old contract that I had, and I don't remember exactly 11 holidays . . . I think 11 holidays it was . . . This brings it to six. Well I would always say, "If a fire breaks out on the fourth of July and it is running across the empire, we have four miles of flames running, I have to go to work."

Bianchi- Yup.

Chief- But then I'd take the 6th and the 7th off. It is a flex schedule.

Berry- Sure.

Chief- But if you are coming up and saying that now, you've got six holidays and fourth of July you are off . . . Well . . . You are kind of hurting the community in my thoughts.

Izzo- Well 24/7 with holidays off okay . . . All that, that means is that we would like you to take those days off but let your conscious be your guide. If you have work, you are going to be at work. If you are going to take some other days, you are going to take some other days that is just understood. If you don't take any other days that is okay too. And I spent many years working 24/7, so I know exactly how that works . . . It's not . . . And you and Kevin that is how you guys work. Whatever the demand is, you are here, that is just the way it has to be. So in the sense of outside employment, what we are saying is the board wants to know.

Chief- And I agree and what Judy said, professionally, I think 100% yes . . . If somebody brings me a car seat to do . . . I say it clearly every year, I do upholstery on the side.

Izzo- Right that would be it.

Rinaldi-That is fine.

Izzo- That is all it would be . . .

Izzo- And we might ask other questions like how much time does it take? Or how much income do you expect from that? And by the way, again when I was with Pima county, all 5,000 employees had to do that. We had to submit it in writing, whether we had any other outside employment, what it was and that kind of stuff.

Chief- Well at the end of the year, I turn in a conflict of interest disclosure so . . .

Rinaldi- Yeah, we had a no compete . . .

Izzo- And that is kind of part of it, but it is also this idea here . . . And certainly, from my perspective, doing upholstery, helping your wife with the embroidery business is kind of really different, from outside consulting where you are leaving the district, going somewhere, serving as a professional. That is another issue. I am not saying no, but it is something that I would want to know about, that, that is happening. And again, the point therein, if you are doing upholstery, you are sitting at your sewing machine, and the fire bell comes in you are going to be here okay. So that is a little different than if you are somewhere else consulting. You can't just drop in and go.

Bianchi- That was the question I was going to ask. When you do this upholstery work, you do it at home? You have a place at home where you do this? . . .

Chief: Yeah

Bianchi- Okay so you would be available in the event of an emergency right?

Chief: Yeah.

Bianchi- So I don't see any problem with doing that . . .

Rinaldi- So the language than in this is pretty much okay as it stands.

Izzo- It will be on the drawing board. Any conversation shall be covered by outside agency individual. So do we want to define employment outside to include consulting? Do we need to put that in there or are we good enough?

Rinaldi- I think we are good enough. We've discussed it here.

Izzo- Okay, so there was a disability clause . . . And in other contracts it says something like, "What do you do? What happens if your fire Chief should become unable to perform his duties due to disability of some sort?" It was in these contracts.

Bianchi- Well it kind of depends on the type of disability that they are hit with . . .

Izzo- "If employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental capacity or health for a period of six successive months, beyond any approved sick leave or vacation time, employer shall have the option to terminate this agreement." Okay well that one obviously gives him sick leave.

Rinaldi- That is the same one, a lot of these are redundant.

Izzo- They have to do a sick leave?

Rinaldi- Yeah. We will add that in.

Chief- And we as board have in place a plan so if I do get maimed, killed and I can't perform my duties, we have a succession plan that takes over until the board decides if they are going to announce an interim Chief or go out for a selection.

Izzo- I think the purpose of this is to protect the district What do you do if something happens and six months was common through there?

Rinaldi- Six months. I think they are figuring by six months if you are not getting better then . . .

Berry- Yeah . . .

Rinaldi- You've slipped a disk to the point where you can't . . .

Izzo- It seems pretty generous . . .

Berry- That one sounds fine to me, it's fairly straight forward.

Izzo- So we have to take out that sick leave stuff, because you're getting sick leave stuff. He doesn't get any sick leave right?

Rinaldi- Section five . . .

Izzo- Does that sound good everybody?

Bianchi- I would like to know, due to the duration, we are talking about six months, what would the impact be on the district if the Chief can't do his job, he can't come in for six months. Maybe Kevin would like to answer that one.

Kevin- Well, the succession plan allows for our unit's consultant or duty of the department, and allowed me to take over the operation of the department. It would depend on the time of the year.

Bianchi- Could you go six months as the acting Chief or the battalion Chief by yourself without being paid extra?

Chief- And still be married?

Bianchi- I think six months straight . . .

Kevin- You know it would be difficult but if we would just lean more heavily on the staff and the volunteer persons to help fill the gaps. Right now, I don't want to get into too much detail but it really is 24/7 . . . Just for the record the Chief and I haven't had a fourth of July off since we formed the district, actually since I came to work in '06, and I am sure he was even before that. That is part of what we block out of a timeframe called 'the fire season.' We don't take vacations, we don't take time off, we don't do anything, both of us during the fire season. One of us is always here, one of us

is always on top of the crews, on top of the equipment, on top of everything. If the six months were to span right in the middle of our fire season it would be hard. Can I do it? Absolutely. Am I confident in myself? Yes. Would it be a tough situation for my family? Absolutely.

Even in the situation that we are in now, we are just now considering getting ready for fire season. But just over the holidays the amount of coordination that goes on between the Chief and myself are as far as: "do you want to have a beer tonight? Are you going to go out for a New Year's Eve dinner? Why don't you do dinner, and I'll take my wife to lunch tomorrow?" There is a tremendous amount of communication between the Chief and myself to make sure that this district is properly covered at all times. So would six months be . . . You can't put a time limit on it. One month would be tough to do, a year would be tough to do, six months would be tough to do. But is it doable? Yes. If I were to know that in six months either the Chief is back in service or the board is going to do something to assist me with getting an interim Chief or somebody else or get someone to take his place, or whatever is going to happen . . . As long as I know there is something, that it is not an indefinite thing, I don't have a problem with saying yes, I am confident that I can handle it. Did I explain that properly?

Bianchi- Well, yeah.

Bianchi- You haven't done away with the situation, you say you and the Chief works. He is off, you are off . . . You work, he's off. That isn't going to happen then. It is going to be you . . .

Chief- I can say, eight years ago I lost my parents tragically and this fire department, including the board stepped up tremendously. The board required that I take two weeks off. So things will come together. What I do, and what Kevin does . . . Some of the stuff that I do may be pushed upon the board. So things will come together. Is it going to be hard on Kevin and the crews and all of you? Yeah it would be. The other thing we look at is, we have NFPA standards that we have to comply with. When we get on a structure fire we have to have six to seven members there within five minutes of being on scene. That is what makes it difficult; we only have a four person crew. We roll out the door, we are shorthanded already. So he and I have to go in order to meet NFPA standards. So we are used to doing that. If anything is going to happen, six months, three months . . . What's the fire season? The 2008 fire season will cripple our crews . . . The day I got back from after my parents died, we had a mass casualty with 48 people on the side of the road. I went back to work that night. If that happens . . . Two weeks later we had another mass casualty with 27 people What happens is . . . We are the 911 business. We can't be prepared for everything, we can just do our best.

Bianchi- Understand. Can I suggest that maybe we use a three month period and then review at the end of that three months?

Rinaldi- I think that is a good idea.

Izzo- Here is another clause . . . "Death or disability: if during the term of this agreement the Chief dies or becomes unable to perform his essential job functions, under this agreement, this agreement shall terminate." That might be . . . Instead of dealing with time here, because we are . . .

Bianchi- If he wasn't able to do his duties . . .

Izzo- Period. It just says unable to do . . .

Bianchi- Well that could be a one month situation and so he doesn't have a contract after that?

Izzo- Well, I think there has to be a certain level of trust at this level of employment under the contract. The thing here is that we are paying salary, we are paying wages. If the Chief is disabled we are still paying for it. So we have to make a decision whether this is Hepatitis or something . . .

Rinaldi- . . . Or a serious accident or . . .

Izzo- In a month he is going to come back and we are okay with that, or is it something . . . Is it dementia? I am just saying, something that they are not going to come back. Then we have to evaluate it and make a decision on what we do. I am just going to call on you for your vast experience . . . If during the term of this agreement, the fire Chief dies or becomes unable to perform his essential job functions under this agreement, this agreement shall terminate.

Neal- Well if he dies, I mean it's just . . .

Neal- Terminated.

Chief: I don't have nine lives.

Bianchi- I think what we are really dealing with here is disability, and how long a term we want it to go to keep everything in the contract enforced.

Neal- But I am uncomfortable because there is no time listed in there at all. So technically if he were to become disabled for two days or a week, you can terminate the contract, and I don't feel comfortable with that.

Chief- Well the statement in there because depending on where this disability happens, if it happens on the job, he has other obligations that overrule.

Rinaldi- If you were breaking horse and yet . . .

Izzo- This is sporadic.

Rinaldi- Right.

Bianchi- Well if it happens on the job, the disability, you would have workman's compensation, correct?

Neal- Yes, and under workman's compensation you cannot terminate this contract . . .

Chief- And workman's compensation can continue for up to two years before they determine if you are unfit to continue, depending on what the injury is. I am involved right now with the Rio Rico firefighter, and he has been down for two years.

Izzo- But workman's comp pays, the district doesn't . . .

Chief- Right, the district doesn't pay, workman's comp picks it up, 66% of your salary, is what they pick up. So you are not paying, as you were saying earlier, we are not paying for this, if it is on the job. If it's outside the job,24/7.

Izzo- Yeah, like you're breaking a horse and you fall off . . .

Bianchi- If someone doesn't realize that you are supposed to stop at the intersection . . .

Izzo- Do you have some kind of clause like this in the teacher contracts? Just for memory . . .

Neal- This is a copy of my last contract as a short term because I worked for like four months for the new superintendent that can come in . . . You are welcome to that. Typically under a teacher's contract, the verbiages in the contract if the board becomes concerned regarding any health issues or the viability of the person to do their job that you can require a medical exam. That district would pay for it and use that for determination as whether or not . . . But in this case if there is a disability because you are injured or whatever, that is obvious. So there are usually two clauses. One is that if you become concerned that someone is showing signs for whatever reason that they cannot do their job, you can send them for medical evaluation and then make a determination. There is typically not a clause in the contract that says that after x number of days the contract is null and void.

How about something like that? I kind of like that idea . . . If the board was concerned about suitability due to illness or non-job related injury, that we would order or require a medical examination to determine suitability and reserve the right to terminate the contract if the medical evaluation indicated . . .

Bianchi- Would there be a time period involved in that?

Izzo- I don't think so . . . I just don't think we need a time period . . . Because I think it is going to be common sense is what I am saying.

Izzo- Because I think it is going to be common sense why are we doing it in the contract?

Izzo- If the fire Chief has the flu that is different than Parkinson's disease, dementia, brain cancer . . .

Bianchi- Let's take two broken legs in an automobile accident . . .

Bianchi- I am not wishing this on you or anything . . .

Chief- I appreciate.

Izzo- He can't come in, he can't walk. So how long are we going to go? What are we going to do?

Bianchi- You go to the doctor and the doctor says . . . Like one time I had a badly broken leg and I was in a cast for 10 months. The Chief is not going to be able to function in a lot of his duties that he currently does if he has got two legs in a cast for 10 months.

Neal- I think everything is situational. So we have to look at what we think is reasonable. If we think that if somebody is disabled and can't come to work after say 30 days then we have the right to ask for the a medical evaluation and determine it at that point, whether or not that person can still do their job in the district. I don't know, to me that seem reasonable if we look at it in that way. You can name a million different situations and every one of them . . . You can break your leg and . . . I've never had a broken leg or limb, so I don't know what the typical recoup time is. Usually that is something that you can get over and be back at work in a reasonable time.

Rinaldi- So the language needs to say something about . . . By recommendation of the board and an evaluation by medical professionals, because you need that professional input.

Bianchi- Well I think you need to start it with something like: "in the event that the Chief is unable to come in and perform his normal duties . . . "And then follow up with one . . . a medical evaluation or whatever . . .

Izzo- Yeah I think it is more disability and suitability . . . I have got something in mind so . . .

Izzo- So this sound good? We have no time . . . And we are not going to address death, I think it is obvious. I don't think it needs to be in there. The next one was hours of work, and I have already read that that Jennifer gave us . . .

Bianchi- haven't we talked around the hours of work with the 24/7 and allowing for this or that? Do you want to have a nine to five clause in there?

Izzo- If Jennifer had some language here, maybe she can recite it

Rinaldi- Yeah, I am looking for it, too.

Berry- I am sorry you did all this research in one of these functions.

Rinaldi- Hours of work . . . At the very bottom . . . "The employee shall devote full time to the business of the employer unless the employer has authorized the employee to be absent from the district for a specific period of time. Employer expects employee to respond 24/7 to emergencies in the operational area. Any employment outside of the . . . " We went through that . . . The end of

this has already been discussed. But basically it says you are responsible to respond 24/7, depending on when the emergency is and at the discretion of . . .

Chief- Is that going to be in there? The way that sounds, it sounds like I have to go out on every call.

Rinaldi- Do we need to add language to that?

Chief- There was one in there that specified on major emergencies or something like that . . .

Rinaldi- Okay.

Bianchi- I would don't expect you around on every call . . . But I also think there should be exclusion in there . . . If the Chief is over in California or Colorado on vacation, and all of a sudden we have a very serious 24 bodies lying on the highway, I don't expect him to drive into town. So there should be exclusion, because 24/7 except one is . . .

Neal- I understood that exclusion. In there because he would be on vacation, he is taking a vacation day.

Rinaldi- Right. And this one is actually even better: "the Chief's duties and responsibilities on behalf of the district require time outside the office environment and time outside business hours. The Chief shall develop and establish an appropriate work schedule to reasonably accommodate his duties on behalf of district. He shall keep the district's office advised to work together . . . "

Izzo- I guess, we are looking at all of these . . . And most of them say this other language that Jennifer read. It is kind of standard about the 24/7. Some of them here actually say you must respond to all.

Rinaldi- Yeah, and I tried not to . . .

Izzo- Yeah so that is kind of . . . I think I like the idea of saying, you'll be available 24/7 and then if the Chief is outside the district that we should be notified. I am not saying approved, I am saying notified.

Chief: So if I go to dinner tomorrow night, I have to notify the board that I am going to dinner?

Izzo- Oh yeah that is a problem isn't it?

Neal- What if we just put that he is . . . We want the 24/7 language in there but that he responds to emergencies as needed because that is basically what you do already. If Kevin is already there and you are not needed then . . . Would that cover it?

Chief- I think so, yeah.

Neal- and keep the language in for that, except for when he is out of the district . . .

Neal- away because . . . Like he is taking vacation . . . He has vacation time, that's in the contract. Also I think that language, if you read it again . . .

Rinaldi- Which one?

Neal- The first one, where it talks about . . .

Rinaldi- Okay . . . "Employee shall devote full time to the business of the employer, unless the employer has authorized employee to be absent from the district for a specific period of time. Employer expects employee to respond 24/7 to emergencies within the district's operational area."

Neal- But put as needed in that, about responding to emergencies.

Izzo- So you still have to think about dinner in Sierra Vista.

Bianchi- I don't seem to reason it that way.

Izzo- I mean I don't want to understand it that way but maybe it is construed that way . . . But maybe we just understand that, that is what we are talking about.

Neal- I view it as more, you are out of the district on vacation or if you are out of this area because of attending a conference or a meeting or whatever you are approved, to do all those things. There is no way that you can put in a contract that someone has to let you know any time they go out of the district. If you go buy groceries, if you go to eat, you go to the doctor, you go to the dentist whatever . . . There is no way.

Izzo- Do we want to put something in there . . . Shall notify the board . . . Or is that good enough?

Rinaldi- I think this is good

Bianchi- Well if he goes out of the district he generally notifies the board . . . If he goes on vacation he usually notifies the board.

Chief: well actually I am going to get one next week, I am going toI will let you guys know that we are going. Generally when I go, for instance if Katie goes I will stay, Katie is going I will stay. The BC will be doing one in district police contact in this. When I go to Arizona City, I will give notice that I will out of the district on these two days doing such. So I generally notify. If I don't notify you, I go to dinner or buying groceries.

Kevin- This is bad enough that you had to notify me.

Chief- I'm not opposed, the administration, the office will know where you are at . . .

Chief: They know where I am at . . .

Izzo- Well I think we probably all agree, we are talking about extended periods, like five days to go fishing in Colorado. Which you should do, it is just a matter that we would just know that, that is where you are. And we are already going to know if you are in training out of state so . . . We are already going to know if you are doing any outside requirements, so we are really just talking about vacation time.

Rinaldi- We could just put a clause in there in notification of vacation.

Izzo- I think everybody is going to say.....we are going to have a 24/7 response as needed. He can use his own judgment there. Now the other one is professional development, and then we had somebody mention professional organization. So maybe there is two separate things . . . Professional development, I think we are talking about . . .

Bianchi- I was going to say, didn't we already cover that under continuing education?

Berry- I believe so.

Rinaldi- No, that is a separate thing to me at least.

Izzo- I don't think we did.

Bianchi- Professional development . . . Yeah we talked about continuing education last time . . .

Rinaldi- We did, but it is different from professional development in respect that professional development has more to do with getting to know other districts. It is not as much education as it is professional development and getting to know your outreach through conferences and seminars.

Bianchi- We did that right after continuing education last time.

Chief: I am going to have to notify the board if I want to go to a conference or a seminar or . . .

Izzo- Okay, so what we have now is professional organization on the original list. And Jennifer can have some language for that.

Rinaldi- Okay, employer briefs subject to other budgeting complaints, budget floor and pay, travel and subsistence expenses for employee for training in fire related professional or organizational meetings and conferences.

Izzo- Didn't you say something about a list there?

Rinaldi- Yeah, at the end of that, "employer further agrees to fund the following memberships . . . " Which I thought we needed to discuss in terms of what organizations are important.

Izzo- So since we covered seminars and conferences before, maybe that is all we need to address, is what's in here, because the current contract has something . . .

Neal- And many contracts, instead of naming specific organizations and all we will say up to this dollar amount for membership to organizations.

Bianchi- I think you are getting into an area of budget now. When we do the budget, we will allow for this, we will have a stated amount. And at that point in time the board can review what elements make up the particular category and decide if they want to approve all of it or eliminate some of it.

Izzo- Well that is one way to deal with it so there won't be anything in the contract is what you are saying? There wouldn't be anything in the contract . . .

Rinaldi- We would just strike that part of it because it's already been stated. It is under conferences and seminars.

Izzo- Yeah, but the professional organizations, isn't that under the current contract?

Bianchi- I don't think so . . .

Neal- Sometimes for audit purposes you need that language in the contract. I don't know about for the fire district.

Izzo- Are we in agreement to just cut that redundancy?

Chief- So are we getting rid of all the professional development?

Rinaldi- Yes.

Chief- Okay.

Neal- We are not doing away with professional development, it is just covered under other areas. Right, correct.

Bianchi- Okay, continuing education and conferences and some others.

Izzo- Okay, well we have been here for an hour, we can spend some time going over the language that we have or we can wait until we get a full contract and set another special meeting or next week or whenever . . .

Izzo- We can send it to you in advanced and give you a chance to look at it because you just have it right now.

Bianchi- Yeah I think that will be the better way to do it . . . You and Jennifer did the duties and responsibilities, is that correct?

Izzo- Jennifer did that correct. She sent it to me . . .

Bianchi- We can go over that.

Bianchi- I think it would not be a bad idea to read that . . . for the board to read through that. That is probably the big thing.

Rinaldi- And this again is standard language, and I forget which one I took it out of . . .

Berry- Did you get this from the policies?

Rinaldi- Yeah.

Izzo- So you have that. You have it right there. Everybody has it: duties and responsibilities . . . Are you looking for yours?

Rinaldi- yeah I got it right here.

Neal- I do not have a copy of that so I will just . . .

Izzo- Okay, so the first one is duties and responsibilities: "goals and responsibilities assigned to the fire Chief by the district board of directors . . ." so just whatever we say okay? "Oversee the operations of the district consistent with mandates of the governing board and district policy and procedures. Communicate with the district board, progress with the district in its operational and administrative goals and obligations and to make recommendations to the board in regard to the same. Administer and oversee the district personnel matters including but not limited to: hiring, firing, promotion, reassignment, replacement of training, assignment of paid reserve and volunteer manpower."

Izzo- Do we have reserve? We have such a thing?

Chief- We have stipend.

Rinaldi-I can change the language.

Izzo- So that should be called stipend?

Rinaldi- Okay.

Izzo- "Assist in preparation of annual budget. Arrange for purchase of all large equipment, supplies and services necessary for the proper operation and maintenance of the district facilities and equipment. Limited by the expenditure provisions established by the district policy and authorized by the governing board. Maintain chain of command and the policies of the district . . ." These are all good, they are nice and general and whatever the policy is . . . "And established administrative regulations and operational procedures of the district, mandates of the governing board and administration of the district. Prepare and maintain all appropriate records that may be required by law and or by direction of the governing board, the Chief shall also be required to prepare and represent all reports required by state, county and other official agencies in a timely manner."

Coordinate the district operations with other governmental agencies including federal, state, county and local governments. Maintain operational, administrative and management skills, education may be necessary see heading, "Continuing Education" to effectively complete the duties set forth herein. Provide such services for the district as directed from time to time by the governing board in a manner and to the extent permitted by the laws of Arizona. Refrain from intentionally, knowingly or negligently committing an illegal act or conduct in contradiction of the authority and directives granted and given by the governing board." Illegal act, does that mean like speeding or what? It is just kind of interesting to see that. I don't think so. You just got . . .

Izzo- I've never seen duties include you shall not do something. It is always what you want them to do, not what you want them not to do.

Bianchi- Well you could say act in a manner as opposed to refrain from . . .

Izzo- I just don't see a need for K at all. I mean I don't . . . I mean what is there for.

Rinaldi- Okay.

Izzo- Very good, Jennifer. Anybody else?

Bianchi- There is something missing there. It sounds like more on the subject heading than something we expect them to do. Am I the only one that find that awkward?

Izzo- No, I agree with you.

Rinaldi-I agree with you.

Bianchi- What are we trying to say there? We are trying to say that the Chief should strive to achieve the goals? And responsibilities assigned, by the district board of directors . . .

Berry- Are you looking for the . . .

Rinaldi- Yeah . . .

Bianchi- We can be a little creative . . .

Izzo- Strive to achieve duties . . . How about just strive to achieve goals and responsibilities. Just put that achieve goals and perform responsibilities . . .

Rinaldi- Achieve the goals and responsibilities . . .

Izzo- Achieve goals and perform . . .

Rinaldi- How about to strive to achieve?

Izzo- No, no . . .

Izzo- Okay, I am recommending: achieve goals and perform responsibilities assigned to the fire Chief by the district.

Bianchi- You try having the in there

Izzo- No, because it's because it's an active . . . The duty is to achieve the goals that we have whatever they are.

Bianchi- But you are putting the 'the' in there . . . There is no 'the'.

Izzo- A, achieve goals and performs responsibilities . . .

Rinaldi- Okay. What duties were in this one?

Bianchi- It's achieve goals and perform responsibilities.

Rinaldi- Okay.

Izzo- Is there anything else, anybody wants to add? I mean now is the time to do it. We have 20 minutes before I turn into a pumpkin . . .

Izzo- So Jennifer and I will polish this up and put it in the format so you will have the whole thing except for the term. We'll get it to you ahead of time and then the next meeting we can discuss anything else that you want to discuss and we will take a vote on the whole thing and we have that one section that is an A or B.

Rinaldi- Right and I've got that. I will make sure I get that typed up so that it is legible.

Izzo- Are we good there?

Bianchi- Under performance evaluation, do you want to talk about that at all? . . . Sure enough, and health insurance . . .

Bianchi- No later than . . . Now although we have a one year contract, it has three annual renewals built into it and that it will be reviewed on that annual basis for any changes that the board would like to make. Now if we are going to do a review on an annual basis, it should be done before the expiration of the year right? Okay so, I would say at least three months, two months . . . three months prior to that point in time we should submit our reviews.

Izzo- Two months prior to exploration?

Bianchi- Yes.

Izzo- Okay, what else do we have here? Do we need the rest of that language?

Rinaldi- The meeting of each calendar year?

Izzo- Do we need the rest of that or can we just . . .

Neal- I think we can delete the.....

Bianchi- I think we can but then I think the next statement we should have some sort of guidelines for the board in doing the review and evaluation. We don't have to build that into this contract but we certainly should do it.

Izzo- Do we need the previous sentence?

Bianchi- Board of directors....

Izzo- No they shall generally . . .

Bianchi- they shall . . . Where are we?

Rinaldi- On the first paragraph . . . The last sentence of the first paragraph under performance evaluation.

Bianchi- Oh well, no we shouldn't . . . I don't think that is necessary to have that in there.

Izzo- So it would just read: "the board of directors and employee shall define such goals and performance objectives which they determine necessary for the operation of this fire district and in attainment of the board of directors' written policy objectives. That really puts the onus on us, and I am more in favor of a one way contract. That puts responsibility on us. Then it will have just one more sentence, "the board of directors shall review and evaluate the performance of the employee annually, no later than two months prior to the expiration of this agreement." So that is it.

Bianchi- so you want to strike all the rest after what you just said?

Izzo- Is that okay? Are we good there?

Rinaldi- Yup.

Bianchi- Let me . . . Just a second . . .

Bianchi- are you starting to become a pumpkin there or . . .

Izzo- Oh I skipped those two things . . . Health insurance . . . Typos in here . . .

Rinaldi- Yeah, there are.

Bianchi- health insurance. What are hospitals to be . . . Shall provide . . .

Rinaldi- "The"

Bianchi- It should be T-H-E . . . Okay . . .

Rinaldi- Yeah. You could strike that whole word. "District will provide health insurance . . ." A health insurance . . . Okay . . .

Bianchi- Instead of in line with, I need it referred as the same as . . .

Izzo- the same as what?

Bianchi- The same as other personnel. We only have one health insurance plan.

Izzo- To the same level as other employees?

Rinaldi- Right here . . . The same as . . .

Izzo- somewhere in this stack . . . Okay well you have it.

Rinaldi- Yeah I have it . . . Yeah that's it.

Izzo- Is that it Jerry?

Bianchi- Well that is all that comes to mind at the moment.

Izzo- Does anybody have anything else to add?

Izzo- For some of you who weren't present at prior meetings, just too kind of let you know the protocol on the steps here . . . The board has just completed discussion concerning a proposed contract. There is a point where the board will vote on the contract and give that to the Chief. Then he will have a specified period of time to respond to our proposed contract. So that is the next steps that are going to happen here. And we are okay to meet next Monday? Are we good?

Bianchi- I can make it.

Izzo- Okay.

Bianchi-.....

Rinaldi- No, I didn't. I have before that in here.

Izzo- Okay, we have completed old business, there's our new business, we had audience comments, and . . .

Ruppel- Are we allowed to comment after...

Izzo- You had to sign up again . . . We have you on the agenda, which we want first, then we have comments at the end of the meeting. Would you like to sign up again while Mr. Cardillo speaks?

Mr. Cardillo - I'm listening to the conversation for the contract, and under the disability, you talked about the succession clause for part of these procedures for the fire district and that.....Chief

would take over for the Chief where he to be out for long periods of time.. Is there . . . Or just as general comment, there should be a provision also to promote possibly one of the captains to take over the BC students while he is covering the Chief's duties as a consideration. Thank You.

Izzo- Thank you Richard . . .

Sandy- I just have a couple of things. I deal with contracts all the time. When it came to the time off for disability, and you are like, "Well, it was just common sense on that . . ." That leave it open to . . . commented what if he is down with a terrible flu or something. That leaves it open to negating the contract. If there is no time limit of 60 days, it really leaves it open to just get another contract. So I feel like there should be a day set and this was in a standard contract with the other adjacent boards. So I think that is something that needs to be considered, and then when the last thing, the goals and all of that, it says "Achieve goals." And I agreed with Jennifer, that you work towards achieving goals because if you have a goal for x and Chief works towards that and just doesn't quite make it, then he has violated contract. Do you understand what I am saying? So wording for that. And just on the disability thing, documenting all of his sick days so he had no padding there. That goes back to the previous one. So I think that there needs to be some kind of date in there saying within the 60 days or something like that. He has no time to be sick at all without possibility of losing his contract.

Rinaldi- Thank You.

Bianchi- Can I make a comment here . . . Under the old contract it said, personal time in lieu of vacation or sick leave. So he did not have sick leave last time according to the contract.

Sandy- Okay, so he doesn't have any . . . There is no provision for illness or disability? You see what I am saying? Because there is no date. And I know you guys have common sense, which is great, but when you have the contracts, say your board members are different or whatever, it needs to be pre-stated, I think.

Bianchi- I can't remember exactly how we worded it in the contract before.

Sandy- We took out any date.

Izzo- No, we don't have any sick leave.

Rinaldi- No, we don't.

Bianchi- But when we got into the personal time and vacation and all that, we have to discuss that there.

Neal- So if you would like to know what is in the current contract?

Bianchi- Well, no. I know what is in the current contract . . . I am saying we had discussed this last time . . .

Izzo- The Chief needs 30 days per year plus all district holidays, no carry over from year to year, board must be notified in advanced of all planned vacation time. And we will spit that language up a bit that is just what we discussed and thought we agreed on. We are allowing 30 days of personal time. I had some experience from this because I worked for the government for 32 years, and I was very used to sick leave. And of course I always tried to make sure that I took my sick leave and carried it over as every other good government employee would do. Then when I started hiring people it became another issue and somebody said to me he said "well if you are sick, you're sick." You either work or you're sick. If somebody says they are sick and they are really not sick. You have a different problem. It is not a leave issue, it's another issue. So for my employees, I didn't ever consider any sick leave. If they are sick and they can't work, they got paid anyway. So when they were on salary, they got paid anyway. And I didn't have anybody on salary ever abusing it. But that was a different issue. It wasn't a sick leave issue. So I thought that worked better, because certainly when I worked for the government, I came to work sick a lot. If there was something to be done I came to work. I took some sick days then that I probably didn't have to take. That is for sure.

So that is the idea of it. If you say you have so many sick days then there is more . . . So I think here, you have to look at it at this level, if our fire Chief is sick, he is sick. And however long it takes to get better is what to expect. I do think at this level our fire Chief is going to have to be pretty much on his death bed before they don't allow him to work. I just think anybody responsible for this organization, is going to be here is going to have to be so darn serious. You don't want to spread an infectious disease or something like that. But that is really what is going to happen and then probably, they are calling the shots from home. Anyway that is my thoughts on it. Okay, Sandy thank you very much, Richard thank you very much for your comments.

Rinaldi- I have my homework.

Izzo- Motion for adjournment . . .

Bianchi- So moved.

Neal- I second.

Izzo- All those in favor?

Izzo- Meeting is adjourned.

Approved _____ by _____ Clerk of the Board