

Sonoita-Elgin Fire District Board of Directors
Special Board Meeting
December 15th 2014
3173 Hwy 83, Sonoita, AZ 85637
6 p.m.

Call to order

Pledge of Allegiance

Roll Call – Izzo, Bianchi, Rinaldi and Neal

Call to the Public – none signed in.

Old Business-

Resolution for the Capital projects funds to include the appointment of the Clerk of the Board Treasurer as signers. Bianchi- We've discussed this at length for several months, the funds anyway, and this will be I want to present this formal resolution to the Board dealing with it. So I will just read this. *Resolution of the Sonoita-Elgin Fire District creating capital asset funds pointing the Treasurer and the Clerk of the Board as signers. Whereas: the fire district has budgeted separate restricted funds for apparatus replacement, PPE replacement, and building improvement; and it is the desire of the board of directors and such funds be placed in an interest bearing account with a suitable financial institution; and that the expenditure of such funds be authorized solely by prior Board approval; and that the Clerk of the Board and the Treasurer be designated to work with that financial institution; Now therefore be it resolved; that the Board of Directors of the Sonoita-Elgin Fire District hereby authorizes the creation of the apparatus replacement fund, the personal protective equipment replacement fund and the building improvement fund with the Santa Cruz County Treasurer or any suitable financial institution and further appoint the Board Treasurer or the Board Clerk, acting under Board approval, to individually work with the financial institutions.* That is the resolution I would like to have passed.

Rinaldi- I motion

Neal- I second

Izzo- Discussion

Neal- Ok, so with Santa Cruz County Treasurer, I think you have spoken with them. Are they willing to work with us on this do you know?

Bianchi- I was told that they could do that. That was as far as it went because we didn't know we could specifically do it at this point at that point.

Neal- Ok. So if it is an interest-bearing account, were not talking about CDs, were talking about an interest bearing savings or checking...

Bianchi- Right now all we are talking about is earning interest. And I would hope someday that the legislator will see fit to allow any fire district to invest their money where it will give a good return with a high degree of safety.

Izzo- Any more discussion? Call for the question all those in favor, motion carried unanimously.

Bianchi- I have one final thing. I have it written out. I guess you will certify that.

Chief- Actually it needs to be signed by Ron and Jennifer.

Izzo – We'll get it re-formatted.

Rinaldi – Do you need me to do this?

Bianchi – And then we'll get one for the Chief.

Izzo – Send it to her in a word format...

Rinaldi – Yeah, send it to me in word document and I'll re-format it.

Bianchi – Oh, okay.

Izzo – You might run that by Chief to make sure if there's anything else in the format that needs to be done.

Bianchi – Are you talking to me or Jennifer with that?

Izzo – Jennifer; so we don't miss anything.

Izzo- Okay, I would like to move item B and C I would like to table this on this meeting and continue it to the next meeting. Is that ok with everyone?

Rinaldi- Yes

Neal- That's fine.

Izzo- We will move on to item D and I am taking the lead on this for a couple of reasons: One just to get the ball rolling and I use to write contracts for a living. I have talked to the Arizona Office of the Ombudsman and there kind of the overseer of the open law people that do the training and stuff. I have been working with somebody over there talking about how you do employment contracts in reference to the Open Meeting Law. I was kind of expecting that there would be some kind of exception to the Open Meeting Law. It's just that I am more familiar with the idea of developing a contract and you give it to the other person for them to have an opportunity confidentially to see it before you let the cat out of the bag and then and then they come back and you enter a contract negotiations all confidentially and then of course at a point it becomes a public record. But this does not allow that to happen because this contract is an employment contract and it does fall within the open meeting laws. So there are only a couple of things that came out in my discussions, she went off and researched this because I really didn't want to accept her first answer. There is one little exception in the law and that is if you chose to talk about salary in executive session the employee does not have a right to demand a public meeting, concerning salary. So that is a clear exception. I think as we all know if you go into executive session concerning the employee the employee generally has a right to request a public meeting. And it is clear to them now at this point that it was totally up to the board if we go into executive session whether we invite the employee in or not. That's our discretion. So another thing that came out is the way that some ways people choose to handle this, to keep it confidential, is that they would go into executive session and they would talk about item A item 1 option A, B and C and D, then come out and vote on item 1 option A, B or C not anybody knowing what that is. This thing is very complex to me to try to do that but that way there you are voting on something in public but they don't know what you are voting on so anyways that is how some people could deal with this is the only way that it would be dealt with. So we are all aware if we do choose to go into executive session we cannot vote, we cannot come to a consensus about anything. I am not going to call for an executive session. If either one of you would like to go into executive session I am fine about that. After researching this thoroughly it seems to me like we could sit here and talk about this and come to some sort of agreement but again if you would like to go into executive session, I am fine with it.

Bianchi- If you went into executive session then you come out the A, B and C thing you were talking about what do we have to discuss when we come out of executive session?

Izzo- What do you mean Jerry?

Bianchi- Well if we are talking about a contract there are several features to a contract. If we go into executive session and deal with all the several features of the contract then we come out and go back into public session do we then have to say what we talked about?

Izzo- Well what she has told me is that you would say like term for example ok so option A-one year, option 2-two years and option 3-three years and so on. So we talk about that in executive session then come back out and say ok regarding term who would like option A? Who would like option B? Ok. No one knows what those options are.

Chief- No one out here knows.

Izzo- No one out here knows. We are the only ones that know that.

Neal- Did I understand you correctly that your discussion with them was that the only thing we really can discuss regarding the contract in the executive session is the salary?

Izzo- No we can discuss anything we want concerning the contract. It's clear it is all under the employee you know the employment relationship.

Neal- Ok.

Bianchi- Well then I got a little confused there. The matter of salary is that does it have to be in executive session?

Izzo- No. Nothing has to be in executive session.

Bianchi- Well, personally I don't think we need to have an executive session.

Rinaldi- I'm just trying to wrap my head around the items and I am sure we are going to get into that. You brought copies for us to look at. I in my research have not found any boiler plate contracts for anything. It has been a very difficult process to find anything that is cohesive anywhere. They all sort of have different items to them that obviously different boards have found more or less important depending on the areas in which you lived.

Izzo- So how about we do this. Let's get into it and I will present a mechanism to do this and at any point anybody would like to go into executive session just say so then we will discuss it. If we feel like we need to get into that. So what I have done, first of all when I left Pima County I was the chief contracting procurement officer so I have written more than a few contracts. What I did in addition to this to vast pool of knowledge and personal experience. Chief actually collected a number of samples of contracts. Are they all from Arizona?

Chief- They are all from Arizona. They are from southern to northern Arizona, large to medium to small districts.

Izzo- So chief had several actual contracts and they are all pretty recent, 2013 might have been the recent one. I did look at those at some of the elements they had in them. I considered what we have in the current contract; I considered what chief gave us in his proposed contract. I added some things that I would like to see. This is open so we can add whatever we want. So if you want to require that Chief always wear a blue shirt to our meetings we can add that in. Let me pass these out and what these are... there is nothing in here. We are going to make sure everyone gets one of these. There's nothing in here, none of the blanks are filled in. What this is is a boiler plate and so there are some what we call article contracts and you call them terms so a couple of them I went into detail so you would see what it would look like. And Judy I am just trusting you are going to have a lot to add to this. The idea here is we would talk about and vote on each articles and come to an agreement what the term would be and what the salary would be, what we will do for uniform allowance and this kind of stuff. And then we would make sure at some point to have this reviewed by an attorney so we would make sure we had everything in there that we need in there. Now as far as mechanically goes we probably should....let me just go through this and I think we need to talk about whether we want to... and I'm thinking we should have the ability to ask Chief questions that we probably don't want to negotiate these terms one at a time, right now. What we might want to do is come to an agreement as to what we want to do, as the offerers. So, we are the contracting entity. So, we make an offer to Chief. We offer to hire chief for a dollar an hour. One of those guys was getting like 4,000 dollars a year.

Rinaldi- I read that one.

Izzo- So we make an offer to Chief then he makes a counter offer, and we negotiate. I'm suggesting that we don't do that tonight on these terms. What I am suggesting is Chief is here we can certainly ask him any questions we would like to ask, but we come to some agreement on each one of these articles on each of these terms if you will. Then we present it to Chief and that gives him some time to look this over. Alright, then he would come back, I just think that is more fair then putting him on the spot. You know chief how do you feel working for a dollar amount? I just don't think that would be....So just give him some time then he can back with a counter offer with each of those. So this first page and I just gave you an example of how it might read. Ok? And these standard things you kind of do.....The first article really is the notice. So this is standard I don't think we need to discuss that. It just says if you are going to give notice in terms of the contract this is how you give a notice. Ok? The next one is called severability it just says that and it is standard contract language. If you find part of the contract that is unlawful it doesn't mean the whole contract is unlawful. So if

you have dispute, I am just toughing out on the table that disputes would be settled in arbitration, you may want to go to court that is fine. That's how the arbitration clause would read, to handle disputes. The next session and I have written a few of these sessions out so I would see how it would read. It is standard language where we say this is the whole agreement. It doesn't matter what we said verbally what we promise verbally if it isn't here it's not here. We didn't write it down it doesn't matter. Indemnification, this is kind of a standard clause to I did see this with them and I think we all know we are going to defend and hold harmless the Fire Chief, whoever it is. That is just something that we do. Now I am getting into little more specifics. Do you see the blank on terms and modification? So that is where we are going to start filling in blanks, and deciding on what we want to do. The succeeding articles or terms if you will are things that came from his current contract, the proposed contract and some of the contracts that I reviewed. So compensation, continuing education conferences, and personal time, working facilities, it goes all the way down. I did add a few things of my own and there are things like travel, outside employment, disability I got - it's interesting they talked about if the chief becomes disabled what you do - I never even thought of that, but anyway that's what you do in a lot of those. The hours of work, professional development and I think we kind of had seminars and conferences, but professional development is another term. I left out another. So you may have come here tonight and at some point you think you have something that really should be on the contract. You should wear a blue shirt to every meeting, then we will put that in here, ok then we can deal with that. So what do you think about that format, Judy?

Neal- I am fine with that. I look at this and I do think If we could share this with everyone. What I did is that I took 2 contracts that had been issued the Chief and...

Chief- There are 2 pages? I'm sorry.

Neal- Yes, there are 2 pages. There is a 07 and a 10 contract. I compared them. That just gives us that basic information. I don't know how many copies I have.

Izzo- You mean 2010 and 2015?

Neal- No.

Izzo- What do we have here?

Neal- This is I think the contract in 2007 was that you first contract? When I asked about a contract that was in 2007, that was good for three years and then one for 2010, which is the contract that is ending next year. So, what I did is put them side by side you could see the salary that was given in each contract, the increases and how they were dealt with. The insurance now when you see where it says same you have to look at the other and put them side by side the employees portion of the retirement system, vehicle, the clothing allowance and paid to attend conferences and then personal time, volunteer termination and then the number of years of the contract. I just found that helpful when I was looking at information.

Izzo- Thank you very much. I forgot all about that.

Izzo- Any other comments or thoughts?

Bianchi- Looks like a good way to get going.

Izzo- If you guys want to do anything just say so. We are not locked into anything. So some of these well probably none of them we will be using. The only ones we are using are the ones already wrote. Let's start with the term and you all have also received in addition to the 2010 contract the proposed contract that chief has given everyone. We have that just to refresh your memory. This proposed contract chief we aren't trying to lock you into this I'm just bringing it up. This is for 5 years. Wait a minute now.

Chief- It was for 8 years.

Izzo- It was for 8 years. I was looking at the salary. I should have been looking for this yesterday. It was for 8 years. So the contracts he gave me are examples ranged - I didn't look at every one - but 2-3-4 years. Most of them had an automatic renewal I thought that was kind of interesting. I hadn't seen that before. If the board didn't do something by a certain time it just automatically renewed itself.

Rinaldi- Looks like a record club.

Izzo- Ya, the book of the month.

Neal- And looking at the term do we have language in here that.....what if something happens and the Chief is no longer able to perform his duties?

Izzo- So, that is a disability clause?

Neal- Yes

Izzo- And that's the disability clause. That is just one of the things I listed there without writing.

Chief- We also have a succession plan. The Board voted on the succession plan.

Izzo- Ok. Can we just start on the term there?

Neal - Ok

Izzo- So I think we know when we want the contract to start. There has always been some question about that. It seems like it was executed on May 24th. I never like those where it says on the date x u know is entered into here before below. Chief do you agree that May 24th is the date?

Chief- Of the last contract? Yes

Izzo- That that is when the last contract expires?

Chief- It comes for renewal at any time now on the 5th year we are in the 5th year. At the end of the 4th year the agreement should be renewed for another 4 years upon agreement with all parties.

Izzo- Ok but it says that it will be effective on the date executed by the party.

Chief- Yes that's when it starts.

Izzo- So if started on May 24th and we chose to not continue this and enter into a new contract then the new contract would be effective on May 25th.

Rinaldi- Or before it could be any date you choose.

Izzo- Do you want to choose another date?

Bianchi- Well we are going to have a negotiation as I understand it. Once the board presents it an offer it to the Chief and however long that will take I don't know so how do you put a specific date in?

Rinaldi- I say we just move on to the next thing and leave the date up to when we actually have all the terms in place.

Izzo- Ok we can talk about that later. I am just thinking we may be on a shaky legal ground if we pick a date before May 25th.

Rinaldi- I agree.

Neal - It does state unless earlier terminated is provided by this agreement and the termination is either the board terminate the Chiefs employment with the board are and gives us 30 day notice voluntarily termination. Those are the only two causes in here that allow termination. It says it will be continued in a period of 5 years so I think we would be on shaky grounds to put an earlier date to start a new contract.

Bianchi- I would like to leave that open until the negotiations are over and at that point of time we can set a specific date because if we don't come to an agreement with the Chief, what happens then. I would assume we would go back to this existing contract until it expires.

Izzo- So the existing contract I don't see how can read it any other way that it says it expires on May 24th May 25th.

Bianchi- I agree. What I am saying is if we came up with a different date and we never did come up with an agreeable contract with the Chief then this old contract would have to remain in force until the end of 24th of May, 2015.

Izzo- We will continue that next blank as well. That article blank is just whatever the article ends up being termination. That's all that is. Let's at least get this clear. I think we have to decide whether it's actually 1, 2, 3, 4, 5, 6, 7, 8 how long is the contract going to be for.

Rinaldi- I would propose two years. Just because in the business world I worked in that's generally the term. After the first year after your review and they like what they see you keep going on and further. They may renew you for more than that.

Bianchi- Ok. I was thinking of a shorter period of time for a two year period of time for it to be renewed, not renewed but be reviewed at the end of the first year a total of two years.

Izzo- So you are saying one year with an option of extending for additional...

Bianchi- Basically that is what I am saying.

Izzo- Do you have any thoughts Judy?

Neal- I was thinking two to three years in my background. Three years is the common in fact it is the legal limit on a contract. Not for the fire board but for school.

Izzo- So, we have one year, we have two years and we have two or three.

Rinaldi- Which year?

Izzo- I don't have a problem with a one year. What I would put more credence on, more weight on is the renewal aspects because you know it's one thing to sit here and say we are talking about the Chief we have that lives her in this community but I want to look at this as the same contract we would give to anyone. You know anyone we would hire. So even though Chief and I think from some extent I'm not talking for you I'm talking for myself anybody would want some kind of commitment before they moved into this community and make plans in their life. So I don't have a problem with the one year contract but I want us to be able to extend that. You know a couple of times. So if we like everything at the end of year one.

Rinaldi- Continuity

Izzo- Yes. You know we go for another two years. I really don't see more than two at the same time. So I can even see one year on the contract with the option of three extensions. Now understand how these work. I'm not supporting and I certainly wouldn't vote for an automatic renewal so at the end of the year we have to make a decision that we are going to extend the contract. If you don't it dies its dead. So I wouldn't support any automatic kind of renewals. At the end of that year it is gone. And actually no matter what you have for year one, your two can be all different. You can have different wages and terms with everything else but eventually it becomes an amendment to the first contract we can amend every word so it gives you the opportunity to look at it at the end of the first year. We could do it every year if we wanted to. I want to see us say with at least three successive terms.

Rinaldi- Terms, meaning another year?

Izzo- Correct. So if we did one year we just have one plus three that is a total of four possibilities. I'm compromising, but not really compromising. So it calls for the review each year. It's a one year contract with a review each year.

Bianchi- Ok so you're talking about a one year contract with three reviews. With those reviews either the contract can be continued or not. Is that what you're suggesting?

Izzo- That's what I am suggesting.

Bianchi- So we are talking about a total of four. What happens at the end of the fourth year? You would have to have a whole new contract?

Izzo- Yes.

Bianchi- But we are reviewing it every year.

Neal You could actually roll over the contract.

Rinaldi- It just gives the new board the option to change things.

Bianchi- As long as there is an annual review I could accept that.

Izzo- And part of this I know there has been comments that when board members get elected they are stuck with something the previous board had done. So certainly a one year contract would make sure that wouldn't happen. If we did a two year contract if it was effective May 25th a new board member would be stuck with it for at least 6 months. The old contract. A one year would not. So that's a starting point. We are ok? I don't really want to a motion of voting. You guys just talk up ok. So the next thing is compensation. I guess we will get through the two hard ones the rest will be easy.

Bianchi- Not sure about that. Let me make a suggestion on that composition. I went into its hard to decide what Chiefs make. So I went into the Arizona League of Cities and Towns and every year they do a survey of many cities and towns throughout Arizona and they list information on many of the top positions like a Mayer or a Chief police or a fire chief. Not in all cases do they list the salaries. For many of them they did as I went through this there were 19, it's really hard to find anything that says Sonoita kind of community. As a matter of fact otherwise is says were traveling the smallest one where I looked that had data was Huachuca

City. I listed the composition that was paid to Fire Chiefs and I averaged that and of the 19 the highest one was 120,000 out of Taliesin were they have 6500 people. Which, is something I don't understand and I imagine it has to have something to do with being out there next to Phoenix. The smallest one was Huachuca City 12,137, and those are 2013 salaries that were listed. In addition they listed population numbers but the population numbers were from the 2010 senses. Since that was the last official counting they thought they could rely on. So the average was 67,305 dollars. I further went into a website called citydata.com and another called sensesviewers.com with data from the last set of 2010 senses. The Sonoita-Elgin area has 979 people as of that senses by which in large is the smallest in terms of population of any I could find. They talk about things like household income. For Elgin where they listed the population of 161 the average household income is 71,000 dollars. For Sonoita the population was listed at 818 the average household income 60,690. Now we started our Chief shows it as 75,000 dollars but as you built in the annual compound 3% increase we end up where we are today at 84,812 dollars. Now my personal feeling is we are overpaying our Chief. When you look at the average and you look at all the numbers on that sheet I did make the sheet available to the other Board members at our last executive session. I think we have to reduce from that 84,000 dollars down somewhat. What I would propose at this point is we go back to that starting figure of 75,000 dollars and even then we would be about 8,000 higher than the average from what I saw on the data I had.

Izzo- Think we ought to have to make copies of this.

Bianchi- Ok

Izzo- Now with a one plus three so then it would say something like should the Board choose to amend and extend this contract per article such and such, would be what you have for the second year. Other words were setting that right now is what you are proposing?

Bianchi- I'm proposing 75,000.

Izzo- Ok, are you proposing anything about the succeeding years?

Bianchi- Um only that they be reviewed when you do the annual review. I would not recommend automatic increases.

Izzo- Judy, can I ask you in school district employment contract if you do it two or three a contract do you set the success of salaries as well?

Neal- No you do not. I have never had an automatic increase in any of my contracts. The language is written that in our policy there is a specific date that the review has to be completed by the board. It's not necessarily when the contract ends but that review is being used to whether or not you use the contract is extended another year or a pay increase is given. I have all my old contracts and also if you want a copy of that you are welcomed to them if you want to look at the language.

Izzo- So you mentioned the idea that we needed to do a Board policy concerning how we deal with this. So is that where it sets out dates? How the review has to be done?

Neal- I know in our policy for the Fire District it does say we will do an annual review. The school district policy goes a step beyond that so you will do an annual review and it will be completed by this date each year. And what that does is basically is it doesn't let it slide. If the date is there and you know you need to do that evaluation have it completed prior to the end of that date. In my contract if there was any pay raise was dependent on how well the company did there was a percentage written in. If the company didn't do well there weren't any pay raises. I know I was at the school district here at Sonoita for five years and I never got a pay increase. Not because of job performance, I hope, it had to do with looking at the economy and the way things were going with the economy. It was a tough time.

Izzo- So I think we have a recommendation on the floor for 75,000, it should be effective on whatever date we end up on. Which is what is it a 9,000 dollar reduction?

Bianchi- 8,400. Wait we are at 84 so it a little less than 9,000 dollar reduction.

Izzo- Is there anything else you want to add to that Jerry?

Bianchi- No in my opinion we have been overpaying from that last contract. Remember this average were talking about is 57,000 is as of last year 2013 and five years ago we started the Chief at 75,000 dollars which

would have been more than the...depends on how you want to look at it. The 67,000 dollar would have been a lower number then what it is today.

Izzo- What would happen to that 9,000 dollars? Would it just carry over or.... actually it would be 4500 and something. 6 months into the fiscal year am I right?

Neal- Four years the 9,413 dollars, basically.

Bianchi- That money would be just either left in the budget or, I mean today is not the day to discuss this, I guess but I would have a suggestion before the board considers to do get into that. We could use those funds to increase all the firefighters proportionately, however it is spread it out among their pay.

Izzo- Why don't we make it a motion and see if you can get it a second. I just want us to move on.

Bianchi- You want to make a motion?

Izzo- I do because I'm not hearing any more discussion.

Bianchi- Were not going to do individual things with motions.

Izzo- Well I didn't know what to put in there for the next one.

Bianchi- Well are people are objecting to the 75,000

Izzo- Any other numbers?

Rinaldi- Seems fair enough with the paper presented. So we are not going to do a yearly increase unless deemed by the board. Is that how the language is going to go?

Bianchi- Correct.

Rinaldi- The increase is in the 2007 contract, as the language, as approved by the Board. So I think that is what we are talking about.

Bianchi- So do you want a motion?

Izzo- No, I think we got it on here. So the next item is continuing education conferences and seminars. Ok so they are two separate items the district currently we got the district will pay 2400 every year for the chief to attend classes furthers education and enhances the growth of the district. That's the same in the current one and the one the Chief proposed to us. So what are our thoughts on that?

Bianchi- Well I would like to know I know the Chief is doing his five-year contract you got your Associates Degree was it Chief?

Bianchi- Ok. Are you planning on getting a bachelor's degree?

Chief- I have taken classes toward it, but I have not been aggressively been working towards it.

Bianchi- You're not on a program to do so?

Chief- No.

Bianchi- Ok and um what would you be doing in terms of continuing education? Can I ask him that? I don't know what continuing education would be.

Chief- There are classes toward the bachelor's degree or other classes that come up for human resources something like that.

Neal- Are you required to do continuing ed. for your certifications in relationship to the fire district?

Chief- You have to do 220 hours.

Rinaldi- Is membership in fire service... uh... meetings part of that training? Is it part of the continuing education?

Chief- That is conferences.

Rinaldi- Conferences.

Izzo- You may be talking like membership Arizona Fire Chief Association.

Rinaldi- Ya is that part of 2400?

Chief- No.

Rinaldi- It's separate?

Chief- Yes.

Izzo- Lets add that in. Professional organizations.

Bianchi- You don't have it someplace else Ron?

Izzo- No and we don't have to have it in here, we can always deal with that, but that is something we probably should.

Rinaldi- Because it is always a line item.

Bianchi- Well it defines the kind of the responsibilities of the Chief so I think it should be I there. **Rinaldi-** So anything with continuing education would include going to classes doing classes on line paying for lodging and that sort of thing.

Chief- Just classes.

Rinaldi- Just classes?

Chief- Yes.

Bianchi- What classes have you attended this year?

Chief- I did a human resource class a few months back. I did a payroll class, took a sexual harassment management class, just classes like that.

Bianchi- Who offers these classes that you have been taking?

Chief- Kaiser University where I got my associates degree. Some are done online through other university's around. FEMA has them.

Bianchi- Do you have any idea what you have spent in this so far this fiscal year in you classes?

Chief- Right about 1800 dollars.

Bianchi- Well standing from a budgetary standpoint you can always use money other places and I think if the Chief comes up with something and needs additional money. I think the Board can make that available if we felt that was important. So I think a couple thousand dollars would be adequate there.

Izzo- Any more discussion or questions about that? We have two thousand on the table. You can think about this were not done with this.

Rinaldi- Lets leave it where it is now and move on to professional organization.

Izzo- Ok so conferences and seminars, like this thing in Laughlin the annual Fire Chief Association

Chief- There is an Ambulance Association Conference.

Izzo- Where is that one?

Chief- That's in Phoenix part of the time and this year they took it back to the Laughlin conference.

Neal- So, currently does the language say we pay the fire district pays him.

Izzo- The district will pay for local, regional and national conferences that directly relate to fire district and ambulance operations; no dollar limit. Now, this is my thought. I think these are important. I think we need to keep our Chief actively involved in this profession; however I would like the ability to know ahead of time and to sit here and discuss and vote, that we agree to send our chief to Florida for x amount of dollars. So I don't think, to me we should set a dollar amount because that is really hard to do. If a voter asked me how come Chief is going to Florida, I would like to say you know we talked about that and considered that we thought it would be a value. So every time one of those come up let's just take the Laughlin conference. I would like Chief to tell us he would like to go to this conference to tell us what we are going to gain from it, how the district is going to gain and how much it is going to cost. Then I would make a decision that I think is a benefit to the district each time that happened.

Rinaldi- I'm in agreement with you, I have one question, does that just cover you the room, board and whatever fee that is involved with the seminar? Are you aloud to take someone with you? Does it pay for your wife to go or is it just you?

Chief- No. I travel alone.

Neal- So the dollar amount is addressed in the yearly budget rather than in the contract?

Chief- The dollar amount comes out of the 15,000 dollars that is in the budget for training.

Bianchi- We are going to have to have, in a couple months now, an idea of what's going to get spent. If we don't put it in the contract we are going to have to deal with that in the formulation of the budget. I agree that there will be conferences. I'm confused, what is the difference between a seminar and a continuing of education kind of a thing. I agree that there could be things that will come up that we will want the Chief to attend. But when we get into the budget we are going to have a better idea in terms of dollars but I guess what

you were heading towards here, Ron, was say something like the board wants to review any of these things before the Chief goes to it?

Izzo- Ya, a positive statement that the board realizes there is a need to attend conferences and seminars that may benefit the district. As those come up from time to time the Chief should present a request to the board.

Bianchi- What you are saying there is we as a board is that we are in favor of the Chief's attendance but we want to approve them on a case to case basis?

Izzo- Correct.

Rinaldi – Subject to Board approval.

Izzo - To answer your question Jerry I know you have it right in front of you the contract does have a clear continual education for the individual's employees personal benefit. So college classes things like that we just understand that we would further his education. His personal education would enhance the growth of the district. That's the difference in continuing education, and conferences and seminars. The idea is that that's not he may get a certificate, it's not a credential that he gets.

Bianchi- I understand him going to a conference but a seminar is where you are generally going to go to like a class. Just the two words confused me.

Izzo- Why there both conferences and seminars?

Bianchi- Yes.

Neal- There are some organizations that have like a day event, where say it's time for the legislature to be in session and they want to have a one day seminar and they would originally hold it in Tucson would be one location and what they would be doing is reviewing upcoming legislation that would impact the fire district. Those are typically called a seminar where usually a conference is a multi-day event where there are different sessions you can attend. I think that is the difference between the two.

Rinaldi- Seminars are not necessarily ongoing education so much as much as it may be legislation or something that comes up.

Bianchi- Somehow it should be tied in with continuing education more so then with conferences personally.

Izzo- There more similar to conferences then continuing education.

Rinaldi- Something you can take with you if you go to another job.

Izzo- Yes. So it could be language or semantics at least we covered that in there.

Neal- So are we talking about all conferences or just those out of state for Board approval?

Rinaldi- All conferences.

Izzo- Personal time - looking at those contracts were kind of interesting the district seemed to handle this in many different ways. Some of the districts that just said making the Chief an employee and he gets the same lead benefits as everybody else and some were more specific about that. In the current contract we are really talking about personal time and so it makes the question what about holidays, sick leave and we were talking about time off from work, and so the current contract says in lieu of vacation and sick leave the Chief shall be entitled to personal time with pay 20 days per year in addition to federal holidays. Such personal time shall be cumulative from month to month and year to year the maximum of 36 days, provided however any personal time may remain upon termination shall be forfeited. That looks like somebody I know who wrote that clause. So it is real clear what is in the current contract, that we're talking about personal time. I kind of like the idea it wasn't my idea but I do like the idea not needing to address sick time and all that. Working for the government we had so many hours sick time and went to work for someone and they say well if you are sick then you are sick. If you are not sick you are at work. Either you are at work or you are sick. When you work for a government and you get 4 hours every payday sick time it's not like well I guess I should be sick I'm kind of in titled to so much time at a certain time I got to use my sick time. So it was really better not saying it. If you're sick you're sick if you're not you're at work and if you abuse it your fired that's it. It's pretty clear.

Rinaldi- Do we need to differentiate what paid holidays are? I mean I have looked at contracts were list the days.

Izzo- It says federal holidays in the current one so that shouldn't have any question, but if there are questions or you have any other suggestions there, in the proposed contract chief has given us to increase that to 30 days per year to be able to carry, from year to year 48 days. That is a month and a half.

Rinaldi- How does that work?

Bianchi- How are we measuring days here? Where did you come up with your month and a half? What are you thinking of 5 days a week?

Izzo- I was just figuring 48 days was about a month and a half. 30 to 31 days in a month plus 8.

Bianchi- Ok so you're counting Saturdays and Sundays?

Izzo - Well you're right that's a good point. If it is a 5 day work week and so that is a really good point.

Izzo- You're really talking about 2 months aren't you?

Neal- Two and a half. Basically if you are 5 days you basically have 20 work days in a month then 8.

Izzo- Ya.

Bianchi- So two months that's another really good point so can we be without a fire chief for 2 months? I mean it could happen. You know the chief could suggest I'm not saying you're going to do this but a person could save that up

Rinaldi- And say I am leaving

Izzo- and say I'm going to Ireland and tour Europe. I will be gone for 2 months. Hasta la vista. So in 20 days whatever we do we ought to say work days we ought to make that clear because that's the other thing we do understand that is Chief works 24/7 but we do also understand that there is a 5 day work week. We are talking about Monday-Friday. So are there any other thoughts? I don't know if we do decrease pay we might want to increase the days per year of personal time.

Bianchi- Right now we have 6 federal holidays

Rinaldi- I have a list right here alright you have: News Years, Martin Luther, Presidents Day, and Patriots Day.

Izzo- There is 11.

Rinaldi- Ya, typically.

Izzo- Those are not the same ones the district has.

Bianchi- So we are talking about 11 days and in addition to that were talking I guess I still don't know how we measured the number of days if we count Saturdays and Sundays

Neal- How does the Chief measure them? How do you look at it?

Chief- I work 7 days a week.

Izzo- So when you look at 20 days you are talking about consecutive Saturdays

Chief- To be honest I never thought about it. I get 20 days off luckily if I take the 20. I work Saturdays and Sundays.

Izzo- So you are thinking this includes Saturdays and Sundays?

Chief- Ya, I guess I never put it in much thought. I guess it will wrap in when we get down a little further when we talk about work hours.

Izzo- The other thing even though I said this should be the contract we give any Chief this is the kind of thing you would consider, longevity, he's been here since the beginning. The longer you are at some place you are entitled to more benefits and more days off.

Bianchi- You would have to schedule that in a contract. Otherwise you would bring a guy in brand new somewhere down the road who is going to say gee look at this I get a couple months off a year great job. And he hasn't heard them yet.

Neal- Not necessarily, every time if you are negotiating a contract with a new person it is a blank slate in that regard.

Bianchi- I would accept that, but that wasn't what I was lead to believe a few minutes ago.

Izzo- I said this would be an area where you would make that specific. The salary is the same thing so honestly make that specific. Ok, so if you hire somebody this is there very first chief job ok you may pay that person less than somebody who has a PHD and has been doing it for 20 years. Ok? So you have to consider

that. Those would be in there. Personally 30 consecutive days now that I am looking at it that way we are talking about 3 a little less than 4 weeks then you have the 11 that is 11 holidays, so maybe we can come up with something in between there, like maybe 25 days.

Chief- Just put in a clause that they can't be taking more than 7 consecutive days.

Rinaldi- Unless approved by the board, or unless there is something going on in your family, or something a special occasion.

Izzo- I would never accept a contract like that. I mean 7 days, geeze if you drive somewhere your there and then you come back.

Chief- 14 consecutive days. I just threw out a number to get a different spin on it.

Rinaldi- Right.

Bianchi- Chief, with all these contracts that we provided you to look at what were these others districts range?

Chief- They ranged some went back to what the.... what other employees get with a year. Like we have 2 years you get x amount of hours per hour, 3 years you get x amount of hours. One of them was 40 days a month or 25 days out if the month.

Bianchi- That was going to be my next question, how do we treat our employees?

Chief- We go off a paid period. A crew, personal time and...

BC- It varies with length of service. 5 hours per pay period.

Bianchi- Is a maximum of what?

BC- Maximum of 304.

Bianchi- 300 hours? Now we are talking about 24 hour work shifts. Geeze.

BC- And they have no sick pay. Its paid time off.

Chief- We use PTO.

Rinaldi- So there is no sick time?

BC- They can use their PTO for sick time.

Chief- They also get 75% so if they resign they get 75% of their unused PTO.

Bianchi- I like that concept better than to say it all carries over because this can really accumulate before you know it.

Izzo- You're looking at it each year. So the carry over year to year is kinda moot isn't it?

Bianchi- No not if it has been earned in one year.

Izzo- I see Fry doesn't mention anything about it.

Rinaldi- I believe Palominos was PTO - paid time off.

Izzo- This one here from Summit which is....where is that?

Chief- Northern AZ by Flagstaff.

Izzo- Pine Wood Fire District.

Chief- Flagstaff

Izzo- Employees will accrue 22 vacation leave days per year, unused vacation may be accumulated carried from one year to the next for a total amount not to exceed one half the maximum time of hours that be equivalent by the employee at any given year. Vacation equivalents an excess amount of one times the amount of hours forfeited at the end of each fiscal year contract review periods, this contract is reviewed each year. Employee will recruit 12 sick leave days per fiscal year. Sick leave may be accumulated without limitation employee will be granted holiday leave in the same manner as employers other employees. Most of these do have hours of work when we get to that. Employees should devote full time to the business of employer. I know I have Rio Rico's here somewhere, he had a pretty sweet one. Fry didn't mention it so I don't know what he does. So Rio Rico, it's a two year contract to be renewed for two terms it does have the automatic renewal in it.

Rinaldi- This contract I have the salary is very similar to the one we are speaking about, has carry over up to 10 vacation days per fiscal year provided such vacation carry over will not be carried over into the subsequent fiscal year.

Chief- Which contract are you looking at?

Rinaldi- This one is from a fire department in Massachusetts actually but a similar size to the district.

Chief- Do they run an ambulance?

Rinaldi- Yes.

Bianchi- We are trying to lump everything under what we are trying to call personal time in this one contract. Vacation and sick leave, personal time, so if you look at 11 federal holidays, and I think with the....dealing with our chief 3 weeks of vacation would not be unreasonable for the time he has put in here. And so we have 11 days I will choose to use a 5 day work week, so that would be 15 days and then he should be allowed...I would differentiate sick leave from...you know I got the flu for 2 days verses I got a...I injured my back and I am going to be off for a month. That's more of a disability kind of a thing.

Rinaldi- Right and some contracts ask if it is something that serious that you come with a doctor's note you pulled your back, you broke your arm you did something I mean it is obvious.

Bianchi- I'm trying to come up with a reasonable time here. Let us say 2 days a month that would be what 16 days, no 2 days a month, I'm sorry.

Chief- 24 days.

Bianchi- Ya, well what I am thinking is 2 days a month would be 24 days, so again there is 11 federal holidays, 15 days of vacation, 24 days of personal time or sick time. We are looking at a total of 50 days and that would be....I didn't bring a calculator and I should have. 50 divided by 365

Neal- So, you are separating out vacation or time off?

Bianchi- No, I'm just trying to come to a total number of days if you look at it that way.

Neal- Ok.

Bianchi- 11 days of federal holiday, 15 days of vacation and 24 days of personal time and sick time that comes to 50 days and....

Rinaldi- Are you dividing it by 365?

Bianchi- Ya 365 just to keep it somewhat simple. Ok so if we take 50 divided by 365 that is 14 percent time off.

Neal- So tell me again Jerry what you are proposing. Are you proposing it continue to read like it reads in lieu vacation and sick leave? Should be entitled to personal time with pay of how many days?

Bianchi- This says 20 days per year and I came up with 24 in the thing I did, that include vacation to. I don't think that is being reasonable for someone who has put in that many years with this district as the chief has. So I came up with a total of 50 days

Neal- But that included the federal holidays (11). So your proposing 39 additional days to federal holidays?

Bianchi- Right. Well if you look at it all together then we don't have to worry about addition...this way he gets this many days that would include the federal holidays, vacation and 2 days a month sick time.

Neal- Ok.

Bianchi- And I think we should address if there is a short term disability separately.

Izzo- I would like to see us keep the federal holidays separate because they fluctuate and I don't think we should be lumping them in.

Bianchi- Where would it fluctuate?

Izzo- Well they could change. Either go one way or the other. Either he gets all the federal holidays off or he gets the holidays the district recognizes off. In addition to that we have what we call personal time off. If you sick your sick I don't like the idea of awarding sick leave I don't like that idea.

Bianchi- You have to have a limitation on the amount of time

Izzo- Well if someone is sick then they are sick. If they are abusing it then we have another problem. That's another issue. So we have disability in here so if they are sick for a pro long period of time can't do their job that is another issue.

Bianchi- Right. The holidays don't vary to much from one year to the other.

Izzo- I'm saying either federal holidays or the holidays the district recommends. One or the other. And actually after I have been looking through these I mean it wasn't uncommon that they had the same benefits as every other employee in the district. So I am kind of saying and we came up with a total of how many days?

Bianchi- 50 days 11 federal 15 days of vacation and 24 days of....

Izzo- What if we said 30 days which is what he is recommended what he asked for of personal time and the holidays recognized by whatever holidays are recommended by the district.

Bianchi- I could go along with that.

Neal- So how do we know what holidays are recognized by the district?

Chief- There in the manual.

Neal- Are they the same as the federal?

Chief- No, we only get 6 days off.

Rinaldi- There are only 6 instead of the 11.

Bianchi- We don't take off here for Martin Luther King Day for Columbus Day

Rinaldi- Or Presidents Day, these are bank holidays.

Izzo- I think I know where we are to put something in there. What about this carry over idea?

Bianchi- These things you asked me to look at they are all over the place. Some allow carry overs some do not allow any carry overs they are just all over the place some don't even say anything. If we don't say anything then it doesn't carry over. If you use the personal time if you don't you lose it.

Izzo- It starts all over again so you have it for the next year I don't know my presumption is confident people like Chief DeWolf that are in this position tend to not take a lot of vacation and tend not to take a lot of sick leave they may dream about going to Ireland but it probably rarely ever happens. That's just my presumption on it. So I don't know what the purpose of carryover is?

Bianchi- Well, the purpose of carryover is so that employee does not feel obligated to use it all up since it can carry over.

Chief- It can't carry over it is a 1 year contract.

Bianchi- Well, no the answer to Ron's question why they have carryovers that's why.

Izzo- Ya.

Bianchi- Trying to keep the employee from trying to use it all up cause you either use it or lose it kind of thing.

Rinaldi- Right, right.

Izzo- That's a good point. A one year contract so the next year the chief says ya I used 15 days and I want 15 more next year we would consider it then.

Rinaldi- Ok.

Izzo- So I don't know how so I did mention it how you could carry it there is no carry over. This is just our first step at this.

Bianchi- Understood.

Izzo- You turn into a pumpkin after an hour and a half. The carriage turns into a pumpkin.

Rinaldi- I forgot the glass slipper.

Bianchi- Ok, so working facilities

Izzo- Ok, let's see what that was that came from here and that was not uncommon, they were in several of these the Chief should be furnished to a such facility his equipment and personnel oooo for adequate performance for the duties of the district within the budget limitations.

Rinaldi- That is sort of self-explanatory.

Bianchi- Well, I have a q question about the personnel part. Sounds to me that you need to provide them a good place to work; an office, desk and computer and that sort of thing

Izzo- I don't know if we cut staffing or if the Chief didn't feel like he had enough staff he could sue us.

Bianchi- Did you say sue us?

Izzo- That's what it says here. That we are to provide him he could say it's a contract violation and because of that he has to work 20 hours a day to cover for this and that therefore we owe him damages. I'm just throwing this out. I was surprised to see personnel in there to but this is not unusual. The Chief shall be furnished with such facilities, equipment and personnel is required for the adequate performance of the duties

of the district within the budget limitations. When we talk about duties and everything we expect him to do all this says we are expected to do as this says to do his job. It is a 2 way deal.

Bianchi- I understand that.

Izzo- Do we have any discussion on that or problems with it, or suggestions?

Rinaldi- Maybe the language should read set by the board which it sort of says there well they are talking about the budget our “budget limitations” maybe change that to “limits set by the board.”

Izzo- You ok there Jerry?

Bianchi- Ya I am.

Izzo- Termination

Rinaldi- Were missing something that I have a question right off the bat that could be an easily answered question. What happens to sick days if say the Chief or any other Chief in the future says I’m giving you my 60 days’ notice and I have 30 days of vacation time what happens there? That’s a conversation I had once with a boss once of mine and I worked ‘till the end and never got my vacation.

Izzo- So, we didn’t talk about this but personal time do we want to add something any personal time off the Chief should notify the board he does any way that notify the board (he does anyway) that he is taking personal time could be an email.

Bianchi- well.... a log of some sort has to be maintained.

Rinaldi- Ya.

Izzo- So if we can go back to that we might know whether he is taking time off.

Rinaldi- Sure

Izzo- But ya, if it comes to a point where the chief wants to resign and he has his 30 days he can take that time off. If we want to say yes or no then we ought to say his personal time off he earns whatever we had I don’t remember now. What did we have? 30 days off and those are all subject to the approval of the board so each time he wants to take a day off he has to prove it. Or we can say he can take those days as he chooses but he has to notify us. I am just thinking email. Where I am coming from here is not to restrict his time off but so I dont call him this only happened once you know that he is on vacation you have a right to be on vacation its just I felt like an idiot. So maybe he can send us an email and say I am taking personal time off I will be out of town Monday – Wednesday and Kevin is in charge.

Rinaldi- Ya that makes since.

Izzo- So that might help on that. Is that ok? Notify board.

Rinaldi- yes

Izzo- Now we are back to termination, ya, if he wants to take all that sick time unless we said he had to have our approval he can take it.

Neal- I prefer not to get into the board approving any time off. Simply because we meet once a month and something comes up and he wants to take time off he doesn’t need to have to wait for us to meet to approve that.

Izzo- Ok so the Chief this is kind of standard where the Chief serves at the pleasure of the board, so that part of the statement I think is pretty....there was a couple here that really made them employees like everybody else, but most of them were at the pleasure of the board. So, I think that is clear. So the next part of that is if terminated prior to the end of the contract then you have some severance pay and I did list that as something separate ok. It could be a subset of this. So we don’t have termination for cause or I mean we don’t have any differences in there so another word the board can decide at any moment to terminate the contract serves at the pleasure of the board ok. So the next part of that is what do you do if you make that decision. Another words we don’t have to say this because of this or that, we just say. So the next part of that has to do with severance pay so the current contract does have if terminated prior to the end of the contract the Chief shall be entitled to severance package equal to 6 month salary and health insurance premiums both to be paid in a lump sum of money on termination and while you guys are thinking about it I could probably look and see if I can find out.

Bianchi- I think the termination involves the termination to be looked at in the package together. If the Chief will give us a letter and say this is my last month, why do we have to give chief 6 months?

Izzo- So that is voluntary termination.

Rinaldi- Right.

Bianchi- If that is the case on a voluntary termination then why under terminationif we are terminating the employment of the Chief I think there will be pretty good cause for that and I don't see that if there is in our mind if there is a cause to do that I don't know why we should be giving 6 months' salary and health insurance premiums.

Izzo- What do you think we ought to get?

Bianchi- I would say no more than 2 months. A lot of that determines to would he stay and work or when we say we're terminating you, he walks out the door that night and it's all over.

Izzo - You can't terminate the contract and ask him to work.

Rinaldi- Because then you are in violation of the contract.

Izzo- The contract can expire and you can ask him to work without a contract.

Bianchi- Ok.

Izzo- But if you are going to terminate the contract that means we are terminating employment i.e. services. What is Judy is there any kind of severance package in your industry?

Neal- No, there is no severance.

Izzo- No severance?

Bianchi- It's out the door and nice to know you.

Izzo- hmmm.

Neal- I can also tell you that there is also not a voluntary termination clause that if you sign that contract you were obligated to work unless the board votes to release you of the contract, unless the board votes to release you from that contract.

Izzo- In a superintendents case as well, I can understand that with teachers cause you don't have....

Neal- Right in superintendent cases as well yes.

Izzo- Hmm...Interesting. What do you do if nothing in here says anything about termination?

(Read from a sample contract) – "...Nothing in this agreement shall interpreted to violate section ARS48-807 or any other Arizona Statues employment shall terminate in the event that funds are not available op not appropriated by the fire board for payment of compensation under this agreement. Well that's an easy way out you just don't budget it and then that's it. However the fire board is prohibited from failing to appropriate for the soul purpose of terminating this agreement except for the reasons set below. Either party may terminate the disagreement upon 90 days of notice. The fire board may terminate the agreement based upon the fire chief's demonstrative...." So this says a whole bunch of things here and I don't see anything about severance in here at all. Some of them I did see 6 months severance pay. The ones that had it that I saw. So you want to start with no severance pay? I know we are going to be negotiating this.

Bianchi- Well I'm not comfortable with that simply of the standpoint of...you can't say to a man right away... it's hard for me to phrase this because if the Chief does something really bad, let's say we find out that he steals 5,000 dollars, he has to be out the door that instant that we know that. I'm not inferring anything her, that's the only bad thing I can think of right now. Under that circumstance I would not give him anything but if we felt the Chief was slacking off not doing the job we wanted done we advised him a couple times of this and things didn't change if you are going to terminate him under those circumstances I would think a month's severance pay would not be unreasonable.

Rinaldi- It would give you time to find something.

Bianchi- Ya and Judy's concept of no voluntary termination is an interesting one, if he signs the contract; he accepts the terms of it. But if he doesn't want to work here you sure don't want him on the job. I tell you more damage can be done than by letting him go.

Izzo- So what do they do just ask to be release?

Neal- Yes. I have known of superintendents who have asked, or voluntarily resigned.

Izzo- Ok so several of these contracts do have all kinds of reasons to terminate the contract. I don't like that just because it's hard to start talking about it it's hard to establish it. I think if the board makes a vote that they don't want the Fire Chief that should be it I don't think it has to soil someone's reputation and say because of their elective duty or whatever the reasons. You know it's just that I think it's cleaner to have it that way. The person served at the pleasure of the board the board decided to terminate the contract end of story. Ok that's it it's over. You don't have to establish anything you know that way. In the event the Chief is terminated because of his conviction of an illegal act involving personal gain to himself then in that event to....what the heck. What is that?

Bianchi- That's stealing 5,000 dollars

Rinaldi- Ya right.

Izzo- Is it? Illegal gain to himself. I don't know.

Rinaldi- Ya embezzling money.

Izzo- He has to be convicted conviction ok. So you know it may get a situation where it is so big and you don't want to....I don't know you don't want to wait until conviction. Who knows? Ok so we have one month let's see we have termination here at will I'm just putting that in here and serves at the pleasure as it is now and then we have severance pay of one month. Did I hear that?

Bianchi- Ya that is what I suggested.

Izzo- Ok. So for whatever reason it is one month; now voluntary termination is where he could resign.

Rinaldi- He found another job. He wants to go somewhere else.

Izzo- In that case we want to notice, remember this we start...well we always want a contract in our advantage we're the offer in other words we can terminate him at will at a moment's notice but if he wants to resign he has to give us notice. What is that notice 30 days 60 days? I don't want to go through all these. Just a reasonable time he just has to give us notice.

Rinaldi- I think 60 days to give the kind of job this is. I don't think you can do it in 30 days.

Izzo- Ok we have 30 and didn't propose anything else.

Bianchi- I...to try to hold someone's feet to the fire for like 60 days, when they have a job waiting for them someplace where they would rather be is probably one of the worst things you possibly could do. You are going to have an employee who hates you for 60 days. I would say it would be nice if they could give us 30 days if the guy wants out the door let him go. It's not to our advantage it's not the advantage of the district or the board to have some guy hanging around who really doesn't want to be here.

Rinaldi- In that 30 days could he take vacation time if he wanted to if he so chose?

Neal- Now if someone has already decided there going to leave and we forced them to be on the job for another 30 days when they got vacation days, what are you going to gain as a district? Its better just to go ahead and set up chain of command and who is going to be in charge until you find your replacement.

Izzo- Ok. So 30 days unnoticed on voluntary termination; there should be no severance pay or anything associated with that.

Bianchi- With voluntary you are saying?

Izzo- Yes. I think we need to clarify that.

Bianchi- Well he gets paid for the 30 days if he wants to stick around for 30 days.

Izzo- Ya. Ok PSPRS public safety there is another p in there?

Bianchi- Public safety PS personnel retirement system.

Izzo- So, is there a law about that? I am asking a question. Is there a law about that?

Chief- The district pays half.

Izzo- Even though you are a contract employee by law we have to pay?

Chief- Yes. You have to match it.

Bianchi- That is pretty much, correct me if I'm wrong Chief, that's in lieu of a social security type thing. Where the employee has so much taken out of his pay and then the employee has to match that. So that should be...there is one thing in the contract the Chief offered to us to pay the employees portion PSPRS. I

would object to us paying the employees portion because then we are paying 100% of it. So in case anybody had a question about that.

Izzo- I missed that Jerry.

Bianchi- It was, do you see it?

Izzo- No, it's there. Ya.

Bianchi- In that case we are obligated I think legally to pay the employers share and if we agree voluntarily to pay the employee share we are paying 100%. I assume there was a typo.

Izzo- Is there a statute that says we have to pay that?

Chief- Pay what? Yes.

Izzo- Is there a state law, as provide in Arizona Statutes.

Bianchi- Only if we agree to participate in it right?

Chief- Yes.

Bianchi- And if we don't then we will be doing basically the same thing with social security

Chief- Yes.

Bianchi – And if we don't, we're going to be doing basically the same thing with social security.

Izzo- Run that by me again.

Bianchi- We do not have to join the PSPRS, but we do. There is a lot of benefits to the employee to be involved in that. But once we have chosen to do that than we are obligated to match basically the employee's contribution.

Izzo- We don't have to be part of it?

Bianchi- That's correct, but we are.

Chief- No, you have to be.

Izzo- We have to be for the other employees.

Chief- For all employees.

Bianchi- Why do we have to be involved?

Chief- Because when you form a fire district you have the option to do social security or be involved in state retirement. Once you choose to do the state retirement you can't reverse.

Bianchi- You can't get out of it?

Izzo- That makes since. Then they lose their benefit.

Rinaldi- Right.

Chief- See we haven't paid social security in 6 years.

Izzo- Ok, so now Jerry you are bringing up another thing which we might as well talk about. The contract does say that if we do that or not. Jerry had a question there Chief about....Is that a typo or did we pay both shares?

Bianchi- The current contract does not say we paid the employees portion. I assume that to be a typo.

Izzo- It does say that.

Bianchi- I know but I think instead of saying employer's portion, it says pay the employer's portion

Rinaldi- Yes

Izzo- Pay the employers portionOk so we don't pay both sides.

Bianchi- I assume what was presented by the chief it was a typo.

Izzo- Well lets clear that up. I presume we want to keep it to employer at this point?

Bianchi and **Rinaldi-** Yes.

Izzo- Ok. Umm you know we can jump to health insurance if you would like or if you just want to go down the list. Some of these are a vehicle use.....that's in the current one. Provide a vehicle for official use to include transportation to and from the Chief's residence this vehicle being provided under the de minimums rule not as a taxable benefit; if a vehicle is not provided the district shall provide the reimbursement of standard federal mileage rate when the Chief uses a personally owned vehicle for district business. I don't know why we have the second sentence in there.

Bianchi- Neither do I but.....

Izzo- It sounds like we need to provide a vehicle end of story.

Bianchi- Yes. We can have a vehicle available but it can only be used other than going to and from home, and I am in support of that because if he is at home and there is a call out to some place, it doesn't make a lot of sense for him to come here and jump into a district vehicle and then go if he can just leave right from home. I think that's why Kevin often has the vehicle when he is on call as the backup....

Izzo- So, for official use right?

Rinaldi and Bianchi- Yes.

Izzo- Ok so what if chief wants to go to the post office on the way to work?

Bianchi- Is he picking up district mail?

Izzo- No he's picking up personal mail.

Bianchi- How are you going to know that?

Izzo- Well I am bringing this up because it really is more than....I mean, I support having it in there but we have to really understand you can't cross these lines. Ok, so if stops to pick up the mail but it is his personal mail, I don't want him to go home get his car to pick up his mail and then go back and get our car then come to work. So we have to be reasonable about this. Now on the other hand if he is on call 24 hours a day so can he use the vehicle to go to Walmart in Sierra Vista to go shopping because he is on call? I'm bringing these out more for discussion and more of an understanding

Neal- Shopping for the district or personal shopping?

Izzo- Personal shopping. He is on call. He might have to respond and come back Code 3.

Bianchi- Well I would not have a problem with him using the district vehicle to do something like that. On the other hand since he is on call 24/7 and he goes over to California what would really be considered a vacation type thing I don't think he should take the company vehicle.

Izzo- Ok so if he is taking a vacation personal time off he should not have the company vehicle of course he has his phone so he gets to call back anyway. The reason why I am bringing this up is because I have had a quite a few years of police work for quite a while I was a district corner in charge of investigations and they really wanted me to stick with that vehicle all the time. So I took the wife and the kids places within the district alright but I tried to be really careful about it but the problem was even then if I had an emergency call I couldn't be running code 3 with the wife and kids in the car. The whole point was if they could call me on the radio you know if you talk to my ex-wife, probably is a reason she is an ex-wife, because she got left places more than once and wasn't happy about that so but we just have to kind of understand.

Bianchi- There has to be a little bit of flexibility and reason in there. I know the contract ...

Chief- The diminish rule covers that. That the vehicle will be used for stopping at the mercantile on the way home and picking up a pop, I'm driving by the feed store and bought us some feed that is personal business, going to dinner at the Elgin Club. I did have a Ranger's dinner Friday night, personal business. So the diminish rule what is actually putting in place to cover that it gives you the authority to do that.

Izzo- Did you take our vehicle to the dinner?

Chief- Yes

Izzo- Did you have your wife in there?

Chief- No. My wife doesn't ride in the vehicle. She takes her own vehicle.

Izzo- Now that is just a decision you made?

Chief- Yes. You never know if I have that vehicle where I am going to wind up. Generally if we do anything within district my wife drives separately. We have even gone to dinner in Sierra Vista she took her car and I took the fire truck during monsoon season and went to dinner.

Izzo- Ok. What about the second sentence? I guess we are all ok with the first one, if a vehicle is not provided what is that?

Chief- The development off of that was when we formed the fire district and we did not have a Chief's vehicle I was running my personal vehicle. So at that point that is when a very nice community member bought 820 for me.

Neal- So what happens if your vehicle is broken down and is being repaired?

Chief- My chief's vehicle?

Neal- Yes.

Chief- Generally the time of year I'll drive my POV back and forth to work. During the day I will take a brush truck. If it is in the middle of wildland season I will probably pick up a brush truck and use it.

Neal- So has there been a occasions in the recent past where you had to use your personal vehicle because there wasn't a vehicle there?

Chief- Actually ya I took Jerry to a conference a year or two ago a seminar; given the fact we all couldn't fit in a district vehicle I took my POV. There have been times when I am in Tucson and I get paged out to a wild fire and I show up on seen with my POV.

Neal- So do we have another policy in place if this language is not there, you could still be reimbursed the state mileage, If you had to use your personal vehicle?

Chief- I would have to read through the polies again. State Statue states if you go to Laughlin we have to give you the federal mileage if you use you POV.

Bianchi- Do you submit a request for a reimbursement like the trip we took one day?

Chief- Nope.

Bianchi - Ok. So I think we....you know we want to do things that protect the district we try to get this as fine as a nat's hair. You can't do it #1, there has to be a relationship between the Chief and the Board that recognizes things like this. Are you still going to Palominos Fire District? I help through the association I go to Arivaca, Palominos I have been to Walker Fire, I have been up into Safford.

Bianchi- I mean there was a time you were consulting.

Chief- I did not use the company's vehicle, the District vehicle.

Bianchi- In a case like that if you are doing something outside of the district, and I assume you were compensated for that, then you should use your personal vehicle. As long as there is an understanding to that affect. I don't have a problem with how this thing is written.

Izzo- Ya we could just keep that and the other advantage if we clearly recognize them there might be a situation where he has to use his own vehicle we clearly recognize that. We do want to make sure he is covered as doing an official duty even though he was in his own vehicle.

Rinaldi- And it's going to happen. There is nothing you can do about it.

Izzo- So we are ok with it as is?

Rinaldi- Yes.

Izzo- Ok protective clothing

Bianchi- That's really your turn out we are talking about here Chief right?

Chiefs- That's wildland, turnouts, SCBA mask, etc.

Bianchi- Ok that is what we provide all the firefighters?

Chief- Yes.

Bianchi- Ok. So I think for protective clothing there is no issue there. How is this thing worded?

Izzo- We have another sentence there. In addition the district shall pay the Chief a clothing allowance.

Bianchi- What is the next thing?

Izzo- \$500 per year for the purchase.

Bianchi- What is the proposal?

Izzo- For the purchase of maintenance for the appropriate clothing. What do we give other people?

Chief- 700 a year.

Izzo- 700?

Chief- Yes.

Izzo- But that is for... ok that's for all clothing. Why would you not need 700? Cause your stuff is cheaper?

Chief- I am a nice guy.

Izzo- But there specialized clothing is more expensive right?

Chief- Yes the Nomex pants we wear

Izzo- You mean what they wear

Chief- I wear them as well.

Izzo- Ok.

Bianchi- How often do those pants get replaced? I mean the firefighters.

Chief- You could ruin 2 pair of pants in one season. You could have a lucky season and not ruin any pants.

Bianchi- What do a pair of pants cost?

Chief- \$150 to \$180 bucks

Bianchi So, what else are they getting paid for besides the pants? Jackets, t-shirts, pants, hats, boots, that's pretty much it.

Bianchi- If they are out on a fire aren't they wearing turnout type stuff?

Berry- Not always.

Chief- Not always. You could be out on a roadside fire your boots could get burnt on a fire, our people normally wear Nomex pants 24/7. So they are generally in them all the time.

Izzo- Are those fire proof those you are wearing now?

Chief- Yes.

Izzo- So the boots are special fire boots? The shirt is not though it is just regular?

Chief- Yes, but they have a Nomex shirt.

BC- They have a Nomex shirt that goes over this.

Bianchi- There we are talking about a wildland fire, primarily are we not?

Chief- Yes.

Bianchi- Ya that's not like a structure fire. They're going to go in with those pants on in a structure fire.

Chief- No.

Izzo- Or you are going to a vehicle accident and you are pulling someone out dressed just like this.

Chief- Yes. They could rip there pants on....

BC- Your out on a fire...I was a division leader PIO, ended up taking a snag that was going to fall across the road, rather than pulling a crew I went back and did it standing there I realized while I was hitting the snag that I was standing in fire and burned up the back of a pair of pants. Its that easy it's not...that's the only pair of pants I lost this year. The year before I didn't lose any. Some years you lose them and some years you don't.

Bianchi- Well the 700 we get for the firefighters, is there a little bonus built into that?

Chief- What do you mean?

Bianchi- Well I mean what I have heard so far in the discussions they would really have to go through 700 dollars.

Chief- Not really.

BC- For instance I have...

Berry- How much do those boots cost?

BC- These boots are \$240.

Izzo- That is what I figured.

BC- And I wear generally I get a year out of them. I wear them 24/7. I wear them all the time, because it takes time for me when the tones go off takes time for me to jump out of my tennis shoes and lace these things up, so I happen to wear mine all the time. I know Chief wears them on the weekend as well. In order to be ready quickly, we end up wearing our clothes more than the crew do, but the crews still when there here wear them for that 48 hours, plus any additional time they would come in if they respond to a wildland fire.

Bianchi- The reason I am asking that is Chief why are we only giving you 500 dollars?

Chief- Because that is what the board approved.

Neal- I think it should be in line with what everyone else gets.

Bianchi- Ya I would too. I'm trying to get my head around it.

Chief- The contract was before we had full time employees and I had a 500 dollar allowance. The Board chose to give the employees 700.

Rinaldi- We need to change that.

Izzo- First sentence stays as is and second sentence increase that to 700 dollars. Next part duties and responsibilities. I stuck it here. What I thought we would do... is... what Jennifer and I look through the board policy about what the Chief should do and then we have these contracts and we have some sample contracts, so we can come up with something; 'cause that is going to be real long- duties and responsibilities. Does that sound ok?

Neal- I am ok with that.

Bianchi- The performance of evaluation is that being covered by our annual review of our contract?

Rinaldi- It can be. I would imagine.

Neal- Do we have a performance evaluation?

Bianchi- Do we have one?

Neal- Yes

Bianchi- We used to have one but we haven't done it in probably 3 years.

Rinaldi- It would be based loosely on duties and responsibilities.

Neal- I think we need to put one together because if you are going to evaluate someone they need to know what instrument....

Rinaldi- Absolutely it's only fair.

Izzo- Is it in the contract chief?

Chief- No.

Izzo- There is no place that says we have to do an evaluation? Im asking the question.

Chief- I think it is in the board policies the Board would review annually

Izzo- The Board and Chief relationship policy?

Chief- Yes.

Izzo- Its in the Board policy. Board and Chief relations, something like that.

Rinaldi- I did read it somewhere myself.

Izzo- I thought that is what we have been violating the last couple of years.

Neal- Yes, um the Board has responsibilities for the employment of the Fire Chief and further has the additional responsibility for systematical appraisal at least annually of the Fire Chief performance in order of growth development and effect of improvements encouraged.

Bianchi- Can I recommend that we hold the performance of evaluation until we see what we are setting forth duties and responsibilities.

Rinaldi- Absolutely, there is only one way to do that

Bianchi- They have to go hand in hand.

Izzo- Ok and we can deal with that separately. If we choose not to do one we can deal with that policy. The policy is there. Ok health insurance.

Bianchi- I would offer on the health insurance that we would do the same as what our current plan is that we provide for the Chief the same as we do for the other firefighters salary and personnel. I think if we start discriminating we will get our self in a little problem.

Izzo- Were not doing anything right now

Bianchi- Sure we are he gets 300 bucks a month, the same as everyone who is chosen

Izzo- So we had nothing in the contract?

Chief- Yes. The original contract the district paid 100% of my ambulance....

Neal - And then under the affordable health care

Chief- We had to change it.

Rinaldi- We had to change it. Ya I remember that.

Izzo- Ok, um I'm just not seeing it here, ok so do we just keep that out?

Bianchi- Well you just simply say that we will provide the same health insurance benefit of the Chief as we do to all salaried personnel participating in the health insurance plan.

Izzo- Ok. Are we good on that?

Rinaldi- Yes.

Izzo- OK, so these others are new and what I would like to see...ware pass our 2 hour mark, is for us to continue this discussion that is what I would like to see. If you guys are ok we can continue.

Bianchi- You mean now or carry it forward?

Berry- We can travel an outside employment and hours of work may take us some time.

Bianchi- Ok. Maybe these items as well as....well the meeting is next Monday isn't it?

Rinaldi- It is next Monday, and it is right before Christmas.

Izzo- I don't know how we can do this in a regular meeting but if you want to try we already have in addition to everything else we already have those other two items.

Bianchi- Well then perhaps...

Rinaldi- The Monday after that?

Bianchi- The Monday after that one we can have one just to wrap up this contract.

Izzo- So you want to meet through Christmas and New Year's?

Bianchi and Rinaldi- That's fine with me.

Neal- I'm going to be gone but I don't mind participating by phone.

Rinaldi- You can. It's in the policy manual.

Izzo- What if we out it off a week?

Bianchi- You mean into January?

Izzo- Ya.

Neal- I will be back by the 5th. But, if we want to go on the 29th I can certainly call in.

Izzo- I'm just uncomfortable doing that, I have done it many times it's kind of like you're here but you're not here we can't see you, and then we have to go Judy do you have anything to say?

Bianchi- Why don't we do it on the 5th of January, because next week we will have met three weeks in a row? Then I got to start putting in for salary. So we're breaking after health insurance.

Rinaldi- Then Ron, do you and I need to get together?

Izzo- I don't think we need to get together. Can't we just do this by email?

Rinaldi- Yeah, sure. Do you have the ability to scan your notes.

Izzo - Yeah, I can scan them, I don't know if it will do you any good.

Rinaldi - Scan them and then I can put them all together.

Izzo - What I'm seeing, it's kinda like I did on the letter, it doesn't matter who starts it but that we do it together. I didn't send you the final, I probably should have. But that we do it together, if we have both of us it kinda works a little better. I appreciate you're doing that letter, I mean just a few little tweaks, I had my wife do that. Thank you so much for doing that. But the duties and stuff we can copy them here. Do you want these, I'm going to ask Chief to copy just that section from each of these contracts, if you want that?

Rinaldi - Sure, why not.

Izzo - Would that be okay, Chief? There's seven in here. Copy just the duties part.

Rinaldi - Or I can just take them and look at them, can I do that?

Izzo - 'Cause I haven't looked at them.

Chief - Yeah, as long as I can have them back.

Bianchi- I would like the meeting on the 5th that the only agenda item be is to complete the Chief's contract.

Izzo- Do you mean it?

Bianchi - I will not submit anything myself. (laughter) Just wanted to resolve the issue of the funds that we've been talking about it for five months now.

Izzo - I know, just kidding. I guess we're back on agenda.

New Business - None

Audience Comments - None

Board member comments- None

Motion for adjournment by Rinaldi, seconded by Bianchi, motion carried. Meeting adjourned.

Approved 26 Jan 2015, _____ Clerk of the Board
Jennifer Rinaldi