

ACTION SHEET
ITEM FROM PUBLIC SAFETY COMMITTEE MEETING OF 10/20/15

ISSUE: Request for approval of Collective Bargaining Agreement between the City of Santa Fe and the Firefighters Association

PUBLIC SAFETY COMMITTEE ACTION: Approved

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON COUNCILOR DIMAS	X		
VICE-CHAIRPERSON HARRIS	X		
MEMBER DR. MIKE MIER	X		
MEMBER DR. NANCY OWEN-LEWIS	X		
MEMBER PETER MIZRAHI	X		
MEMBER MIKE BOWEN	X		
MEMBER ERIC JOHNSON	X		
MEMBER DAVID TRUJILLO	Absent		
MEMBER JOE ARENLLENO	Absent		

DISK fc1/fcmissue

City of Santa Fe, New Mexico

memo

DATE: October 15, 2015

**TO: Public Safety Committee
City Council**

FROM: Paul Babcock, Assistant Fire Chief

VIA: Erik Litzenberg, Fire Chief

SUBJECT: Collective Bargaining Agreement

I would like to request approval of the Collective Bargaining Agreement Between the City of Santa Fe and the Santa Fe Firefighters Association. The changes are the result of the negotiations that concluded in September; the IAFF Local 2059 members have recently approved ratification through a voting process.

The resulting CBA does not require any additional funding or appropriations. Below is a summary of the changes.

- Article 105 – Added language consistent with existing POA contract to formalize one year probationary period that is already used within the Fire Department.
- Article 117 – Reduced the number of printed copies of the CBA from 50 to 25.
- Article 150 – Changed dates to reflect new CBA.
- Article 201 – Grammatical changes for clarity.
- Article 210 – Changed numbers and titles of positions to accurately depict how we staff vehicles and stations. The overall staffing levels did not change.
- Article 215 – Added article to define what is required to maintain qualification for Aircraft Rescue and Firefighting purposes. This was suggested as needed by the FAA during our last airport inspection, and will not have an effect on service delivery levels.
- Article 301 - Grammatical changes for clarity.
- Article 303 – Better defined requirements for Wellness Personal Holiday.
- Article 331 – Took out mention of bilingual incentive, since it is not part of CBA.
- Article 340 – Reformatted promotional article for clarity. No substantial changes were made.
- Article 361 – Established 0% base rate adjustment and removed old language.

AGREEMENT

BETWEEN

THE CITY OF SANTA FE

AND THE

SANTA FE FIREFIGHTERS ASSOCIATION

**INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS – LOCAL 2059**



Whole Agreement in Effect

July 1, 2015 through June 30, 2018

***With changes to Whole Agreement effective July 1, 2015
incorporated***

Year Number 13 of Whole Agreement

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SECTION I

ARTICLE 101 - PREAMBLE

This Agreement is entered into by and between the City of Santa Fe hereinafter referred to as the Employer, and the Santa Fe Firefighters Association, Local 2059, International Association of Fire Fighters, hereinafter referred to as the Union.

The purpose of this Agreement is to maintain harmonious relations between the Employer and the Union, to provide terms and conditions of employment for employees covered hereunder and to provide a means of amicable and equitable resolution of any and all differences or grievances which may arise under the provisions of this Agreement, all of which the parties hereto believe and affirm will assure the welfare and benefit of the people of the City of Santa Fe.

ARTICLE 102-RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all employees in the bargaining unit. The classified positions covered are Firefighter I, Firefighter II, Engineer*, Rescue Technician, Fire Inspector I, Fire Inspector II, Paramedic I, Paramedic II, Lieutenant, Captain, Training Captain, Deputy Fire Marshal, Lead Forestry Technician and any other positions created during the term of this agreement that will be mutually agreed upon for inclusion in the bargaining unit.

*Note: The Union and the Employer mutually agree that, for the purposes of this Agreement, Engineer refers to all Engineers, whether station or shift Engineers.

ARTICLE 103 - RULES AND REGULATIONS

The following rules and regulations as they now exist, or as they may be amended through the process prescribed in Article 220, shall be considered a part of this agreement unless superseded by any provisions of this agreement:

1. City of Santa Fe Human Resources Department Rules and Regulations that address the working conditions of Fire Department employees and are in effect on the date this agreement is signed by both Union and the Employer.
2. Job specifications that cover classified positions represented by the Union.
3. Santa Fe Fire Department Standard Operating Procedures, Standard Operating Guidelines, and/or Rules and Regulations that address working conditions and are in effect on the date this agreement is signed by both Union and Management shall remain in effect subject to review and revision by the Labor and Management Committee.

ARTICLE 104 - EXISTING CONDITIONS

Working conditions or benefits that have not been the subject of collective bargaining but exist on the effective date of this agreement shall not be changed prior to the Labor Management Committee meeting and conferring on the proposed change(s) as outlined per Article 220.

ARTICLE 105 – PROBATIONARY PERIOD

It is understood and agreed by both parties to this Agreement that the probationary period for sworn employees includes the period of time from the date of hire as a permanent full-time employee for a period of twelve (12) months, which may be extended for up to six (6) months, due to work related performance or work related injury.

ARTICLE 110-DISCRIMINATION

The parties to this Agreement agree not to discriminate against any employee because of race, color, religion, sex, national origin, ancestry, age, sexual orientation, gender identity, marital or veteran status, membership in social and fraternal organizations, disability, or any other group protected by local, state, or federal law.

ARTICLE 111-UNION ACTIVITY

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for activity on behalf of or membership in the Union.

ARTICLE 112-UNION BUSINESS

Union Officers

Union Officers (President, Vice-President, Secretary, and Treasurer) shall be granted Union Administrative Leave during their scheduled working hours to conduct general Union business. Union business shall include participation in the following:

Business regarding the administration of this Agreement
Meetings of/ with the City of Santa Fe
Union General Meetings
Executive Board Meetings
Political activity
Honor Guard Events

Officers shall be restricted to a total of six hundred twenty four (624) hours of Union Administrative Leave per fiscal year. Once these hours have been exhausted, officers shall not be granted Union Administrative Leave without the approval of the Fire Chief.

Hours shall be deducted from the allotted total only in those instances when use of Union Administrative Leave requires the hiring of overtime.

Union Officers shall request leave through TeleStaff or direct contact with an on-duty Battalion Chief as far in advance as possible and no less than six (6) hours prior to being released from the work site. No more than two (2) Union Officers shall be allowed to leave the work site for any given meeting or business event.

Union Administrative Leave may be granted to other members at the request of the President (or their designee) pending approval from the Fire Chief (or their designee).

Negotiations

Members representing the Union at the negotiating table shall be released from duty or compensated in the following manner:

On-duty Negotiating Team members shall be assigned for all negotiating sessions mutually set by the Employer and the Union.
Union Negotiating Team members who are present at a negotiating session but not scheduled to work on a date mutually agreed upon by the Employer and the Union shall be compensated at straight time.
No more than five (5) members of the Union negotiating team shall be released from duty or compensated for any one negotiating session.

Disciplinary and Grievance Proceedings

Adequate hours will be granted to on-duty members representing the Union in any disciplinary proceedings. Off-duty members representing the Union shall be compensated at straight time. No more than two (2) Union representatives shall be allowed to leave the work site for any given grievance.

LMC and LMC Sub-committees

Adequate hours will be granted to on-duty members representing the Union in any LMC or LMC Sub-committee proceedings. Off-duty members representing the Union shall be compensated at straight time.

ARTICLE 115-UNION USE OF CITY FACILITIES

Fire Department facilities will be made available for union meetings when available. The readiness of the Department to respond to emergencies shall not be compromised during any meeting.

ARTICLE 116-BULLETIN BOARD SPACE

The Employer shall provide a bulletin board or adequate bulletin board space at each fire station for the exclusive use of the Union.

ARTICLE 117-PRINTING AND SUPPLYING AGREEMENT

Twenty five (25)~~Fifty (50)~~ documents containing the entire text of this Agreement shall be printed by the Employer and distributed to the bargaining unit within fifteen (15) calendar days of the effective date of this Agreement. When necessary, the Employer shall arrange for a special printing of this Agreement to accommodate employees with disabilities. Special printings shall include but are not limited to audio recordings of the

text, Braille printings and large text printings. The Employer shall cover the cost of printing this Agreement and any subsequent amendments or Memorandums of Understanding.

ARTICLE 120-DUES DEDUCTION

The Employer agrees to deduct bimonthly (24 times per year) dues and assessments in an amount certified by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made, or who are required by this contract to submit to such deductions. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union. The Employer shall provide a dues deduction letter provided by the Union in all newly hired employee packets. All signed dues deduction letters shall be returned to the Union Treasurer.

ARTICLE 121-FAIR SHARE

Any employee who is eligible to be represented by the Union, but who is not a member of the Union, shall as a condition of employment pay a monthly service charge equivalent to ninety percent (90%) of the dues and assessments paid by a member to the Union. Employees who fail to meet this requirement shall be discharged.

ARTICLE 125-MANAGEMENT RIGHTS

It is agreed that, except as expressly modified by the terms of this Agreement, the Employer retains the exclusive right to:

- . direct employees and evaluate their performance;
- . determine the location and operation of its facilities;
- . determine the standards for work, hiring, promotion, transfer, assignment, and retention of employees in positions;
- . determine scheduling necessary to carry out the Employer's functions;
- . relieve an employee from duties because of a reduction in force or for just cause;
- . determine methods, means, equipment, and personnel by which the Employer's operations are to be conducted;
- . take such actions as may be necessary to carry out the missions of the Employer in cases of emergencies; and act in furtherance

of all other duties and responsibilities set forth in the constitution, federal, state statutes, administrative regulations, and executive orders of the Governor, as well as the City Rules and Regulations.

ARTICLE 130-EMERGENCY EMPLOYEE

The Employer will make every effort to utilize its employees to perform all work, but the Employer reserves the right to utilize emergency employees as follows:

1. Emergency employees shall be utilized for entry level, non-bargaining unit positions only in those circumstances where no qualified candidate for a position is available.
2. The emergency employee meets all applicable job requirements.
3. The emergency employee shall be converted to a classified employee within ninety (90) calendar days or be terminated.

ARTICLE 131-CONTRACTING OUT

The intent of the Employer to utilize contract workers will be for projects that the parties mutually agree:

- A. Require expertise not available in the Fire Department or with laid off employees and expertise that cannot be accomplished by training bargaining unit employees in an acceptable time frame or cost.
- B. This language excludes non-recurring professional services contracts less than \$25,000.00.

The Employer and the Union shall meet and confer whenever the Employer initiates the planning process to utilize contract workers. The Employer shall provide written justification and economic analysis for discussion purposes. If not mutually agreed to, The Union reserves the right to file a grievance. The decision to contract out will be made by the Governing Body of the Employer.

ARTICLE 132-STRIKE

No public employee or labor organization shall engage in a strike. No labor organization shall cause, instigate, encourage or support a public employee strike. No public employer shall cause, instigate or engage in any public employee lockout pursuant to (Article 7E Public Employee Bargaining [10-7E-21]).

ARTICLE 133-VOLUNTEERS

The Employer agrees not to use volunteers in lieu of existing or future Union members. It is further agreed that no new volunteer positions will be created.

ARTICLE 134-LAYOFF

In the case of a reduction in force, affected employees and the Union shall receive written notice six (6) weeks advance. Employees with the least seniority in the Fire Department shall be laid off first and their names shall be placed on a recall list.

ARTICLE 135-RECALL

No new employees shall be hired until all laid-off employees on the recall list have been given the opportunity to return to work. Names on the recall list shall remain valid for two (2) full years and employees shall be recalled from the list in order of seniority. Recalled employees shall give notice of acceptance or refusal within five (5) business days of notification; if accepted, they shall report for work within twenty (20) business days of notification; if declined, their name shall be removed from the list. The employer will make classroom training available, at no cost, for laid-off employees to maintain their certification if they so desire.

ARTICLE 136-RETIREE REHIRE

The Union and management agree that the rehiring of retired Santa Fe Fire Department employees is an area of mutual concern. We agree that issues of employee seniority, leave accrual and usage, promotional policies, and pay grade are to be discussed by LMC and made a part of this contract via a memorandum of understanding prior to the rehire of any said employees.

ARTICLE 140-SUCCESSORS

This Agreement shall be binding upon the successor and assignees of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 141-SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by any court of competent jurisdiction, the validity of the remaining portions shall not be affected.

If any provision of this Agreement, or any application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 142-GENDER

Gender usage in this agreement shall be construed to include both male and female employees.

ARTICLE 143-DOMESTIC PARTNERSHIP

The definition of a domestic partner shall be referenced to Policy Number 2500-2 of the City of Santa Fe Administrative Manual. Members that meet the definition of domestic partners shall receive all the benefits of this agreement.

The employer and union agree that all benefits awarded to married couples shall be granted to employees in a recognized domestic partnership as defined in the City of Santa Fe's Benefits policy.

ARTICLE 150-DURATION OF THE AGREEMENT

| This agreement shall remain in full force and effect until June 30, 20185.

Negotiations for a subsequent agreement shall begin no later than
| ~~October~~September 1, 20154 and be complete on or before December 31,
| 20154.

Any provision of this Agreement between the City of Santa Fe and the Santa Fe Firefighters Association that requires the expenditure of funds is contingent upon the specific appropriation of funds by the Governing Body and upon the availability of funds.

SECTION II

ARTICLE 201-GRIEVANCE PROCEDURE

Grievances shall be limited to alleged contractual violations or misapplication or misinterpretation of any provisions of this Agreement.

Informal Resolution

~~Informal resolution is encouraged before the parties resort to the following formal grievance procedure. The parties are encouraged to resolve matters at the lowest possible level prior to escalating a grievance through the formal grievance procedure.~~ The matter may be brought to the LMC prior to resorting to the following resolution steps.

Formal Resolution

Grievances may only be filed on behalf of an individual employee or group of employees covered by this Agreement, or the Union as the exclusive representative.

An individual employee may not invoke or file a grievance under this article.

All formal grievances shall be filed in writing and shall contain the following:

1. The name and classification of the effected employee
2. The date and time the alleged incident or violation took place
3. A clear and concise statement of the grievance
4. The specific section or sections of this Agreement the affected Member contests have been violated

5. The specific section or sections of this Agreement the Union contests have been violated
6. The relief sought

Step 1:

If a mutually agreed upon solution is not reached through informal resolution, the Union may submit a formal grievance to the Fire Chief within ten (10) business days. The Fire Chief shall respond in writing within ten (10) business days of receipt of the written grievance and may within this time period request a meeting with the Union to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to Step 2.

If the Fire Chief determines that a grievance has been filed in response to an alleged violation, misapplication, or misinterpretation of this agreement by Management outside of the Fire Department, he shall forward the grievance to the City Manager and the process shall immediately move to Step 2.

Step 2:

The grievance may be filed with the City Manager within ten (10) business days after the time for response from the Fire Chief. The Union shall submit the grievance to the City Manager in writing. The City Manager shall respond in writing within ten (10) business days of receipt of the written grievance and may within this time period request a meeting with the Union to discuss the grievance and its settlement. Failure on the part of the City Manager to respond within ten (10) business days shall constitute a violation of this agreement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to final and binding arbitration by the Union (but not by the individual employee) as per Article 203 within twenty (20) business days after the time for response of the City Manager.

Miscellaneous

Once a grievance has progressed to Step 2, recording devices may be used by either party participating in a grievance proceeding provided the other party has been given written notification three (3) business days in advance. If such notice is not provided, such devices may only be used upon mutual agreement of the parties. This provision shall not apply to Arbitration hearings.

Any of the time limits set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of the parties.

If the Employer fails to respond within the designated time limits, the grievance shall move to the next step in the grievance process. A party to this Agreement or an individual employee may be represented by counsel at any step of the formal grievance procedure at his own cost.

A grievance may be withdrawn by the Union at any step of the procedure without prejudice and without precedence except as to objections of timeliness. The arbitrators shall decide all disputes regarding the grievability of grievances.

ARTICLE 202-DISCIPLINE/CORRECTIVE ACTION AND DISCHARGE

Discipline/Corrective Action or discharge shall only be for just cause. All disciplines shall be held in the strictest confidence.

The primary purpose of this is to train or correct performance or behavior that is below standards or that is contrary to the Employer's legitimate interests.

Discipline/Corrective Action shall be progressive and will consider the following courses of action:

- A. Informal Counseling: A supervisor may initiate an informal counseling session at their discretion. Any written communications shall be kept between the supervisor and the employee and will detail both the infraction and the recommended remedial actions. These may be material in any subsequent Disciplinary/ Corrective Actions involving the employee.
- B. Oral Reprimand
- C. Written Reprimand
- D. Suspension
- E. Disciplinary Demotion
- F. Termination

Because of the serious nature of some infractions, a more severe form of discipline, including dismissal, may be appropriate without first having imposed a less severe form of discipline.

Informal Investigations

1. To initiate a disciplinary/corrective action, the supervisor shall conduct an Informal Investigation. The supervisor shall serve the implicated employee(s) and a Union representative with a Notice of Informal Investigation which shall describe the alleged conduct, action, or omission which forms the basis for the informal investigation, the date of discovery of the alleged infraction, and will provide the date, time, and place of the investigation meeting. This notice will also indicate the amount of time necessary to complete the investigation, not to exceed thirty (30) calendar days. This notice, in the form of a written memorandum, shall be served to the Employee and the Union within ten (10) business days of the date of discovery of the alleged infraction. If an Employee is on leave when this period expires, it shall be extended until the first day the Employee returns to work.
2. The investigation meeting shall be considered part of the investigation. A Union steward must be present at the investigation meeting. An immediate supervisor and his or her supervisor or designee (excluding the Fire Chief) may be present at the investigation meeting. The investigation meeting shall serve as an opportunity for the supervisor and the employee to try to resolve any misunderstandings about the matter. The supervisor shall use this meeting to gather additional information, to hear the employee's side of the story, and to take into account any extenuating circumstances. If an Employee is on leave on the date an investigation meeting has been scheduled, the meeting shall be rescheduled on a date mutually agreed upon by both parties.
3. Upon completion of the informal investigation meeting, and no later than five (5) business days thereafter, the supervisor shall present the employee with either a memo stating that no formal disciplinary action is recommended or a Disciplinary/ Corrective Action form with the recommended action checked. The employee should sign this form as an acknowledgment that he is aware of the action being recommended. A signature does not indicate agreement with or acceptance of the recommended disciplinary action.
4. The Disciplinary/Corrective Action Form is forwarded to the Fire Chief for review.

5. If the employee wants to dispute the supervisor's recommendation, they may submit a written appeal to the Fire Chief. Appeals will be submitted no more than ten (10) business days after the first business day following the date the Employee was presented with the Disciplinary/Corrective Action form.
6. The Fire Chief may request a meeting with the Employee and a Union representative to discuss the appeal and its settlement. Upon review of the relevant facts, the Fire Chief may withdraw, modify or concur with the proposed action and forward it on to the Human Resources Director. The Chief will notify the employee in writing of their decision no more than ten (10) business days after receiving the appeal.
7. The Human Resources Director shall review the documentation for completeness and compliance with the contract and forward it to the City Manager within five (5) business days.
8. The employee may file an appeal of the disciplinary action determined by the Fire Chief if it is a written reprimand, suspension, demotion, or termination. The employee will file such an appeal with the City Manager within ten (10) business days after the employee receives the recommendation of the Fire Chief.
9. The City Manager shall respond in writing within ten (10) business days of receipt of the written appeal and may within this time period request a meeting with the Employee and the Union to discuss the appeal and its settlement. Failure on the part of the City Manager to respond within ten (10) business days shall constitute a violation of this agreement.
10. If the appeal is not satisfactorily resolved at this level, and the recommended action is a suspension, demotion or termination, the appeal may be submitted to final and binding arbitration by the Union as per Article 203 (but not by the individual employee) within twenty (20) business days after the time for response of the City Manager. If the appeal is not submitted to final and binding arbitration by the Union within twenty (20) business days after the time for response of the City Manager, the Manager's action shall be final and binding on the employee.

If the Employer fails to respond within the designated time limits, the action shall become null and void.

Disciplinary Actions:

Oral Reprimand – A record shall be kept in the employee’s file at Fire Department Headquarters for not less three (3) months. Oral reprimands may be removed via memo to the Fire Chief.

All other disciplinary actions shall become a part of the Employee’s official personnel record. Disciplinary actions may be removed by the employee if the employee requests their removal in writing to the Human Resources Director via the Fire Chief as follows:

1. Written reprimands – Not less than six (6) months
2. Suspensions – Not less than twenty-four (24) months
3. Disciplinary demotions – Shall remain in the employee’s file as long as they are employed by the Santa Fe Fire Department

If an employee receives an additional official disciplinary action during the above-specified time frame, the initial disciplinary action shall be held in the personnel file of the employee no longer than the length of time the most current disciplinary action is held.

Miscellaneous:

- A. If the initiating party is the Fire Chief, following the informal investigation meeting, the recommended action and the appeal will go directly to the City Manager.
- B. Any of the time limits or steps set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of both parties if extenuating circumstances exist.
- C. If an appeal has been filed with the City Manager, recording devices may be used by either party participating in the disciplinary process provided the other party has been given written notification three (3) days in advance. If such notice is not provided, such devices may only be used upon mutual agreement of the parties. This provision shall not apply to Arbitration hearings.

A party to this Agreement or an individual employee may be represented by counsel at any step of the appeal procedure at his or her own cost.

ARTICLE 203-ARBITRATION PROCEDURE

Disputes between the Union and the Employer arising from a grievance, an appeal of disciplinary action, or the declaration of impasse in the negotiation of this Agreement may be submitted to final and binding arbitration in order to reach a resolution.

To request arbitration for a grievance, as per Article 201, or the appeal of disciplinary actions, as per Article 202, the Union shall serve a written demand for arbitration upon the Employer within twenty (20) business days from the time of response from the City Manager.

To request arbitration to resolve negotiations at impasse, either party shall serve a written demand for arbitration upon the other no more than fifteen (15) business days following the declaration of impasse.

No more than five (5) business days after receiving or issuing the written demand for arbitration, the Employer shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), unless the parties can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.

The parties will confer to select the arbitrator no more than five (5) business days after a list of arbitrators has been received. The selection shall be made by the Union and the Employer alternately eliminating names. The parties shall flip a coin to determine who shall strike the first name. The last name remaining shall be the arbitrator. If either party fails or refuses to strike a name from the list, the other party may request that the FMCS or the AAA unilaterally appoint an arbitrator to hear the matter.

Once an arbitrator is either selected by the parties or appointed by the FMCS or AAA, the arbitrator shall have full jurisdiction.

The arbitrator's decision shall be final and binding on the parties. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no

power to add to, subtract from, alter, or modify any of the terms of the Agreement. However, the arbitrator may give appropriate interpretation or application to such terms and provide appropriate relief.

If the arbitrator rules in favor of the Union, the Employer shall pay the arbitrator's fees and expenses. If the arbitrator rules in favor of the Employer, the Union shall pay the arbitrator's fees and expenses. If the arbitrator's ruling does not clearly support the position of either party, both parties shall pay one-half of the arbitrator's fees and expenses.

The arbitrator shall not have authority to make an award that includes a fine or other punitive damages or award of attorney's fees.

In an arbitration involving the appeal of a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In an arbitration where the Union alleges a contractual violation or dispute over a working condition, the Union shall have the burden of proof by a preponderance of the evidence.

In an arbitration to resolve the declaration of impasse in negotiating this Agreement, either party may require that the issue first be mediated prior to submitting it to final and binding arbitration.

ARTICLE 210-STAFFING LEVELS

In order to assure the effective delivery of essential services as well as firefighter health and safety, the following staffing levels shall be maintained:

Shift:

Minimum staffing shall be thirty-four (34) members per shift, not including the Training Captains and Battalion Chiefs.

Qualified individuals on the BC promotional list may choose to work as a BC if they are asked to and doing so will not require mandatory overtime in any classification. If BC overtime is accepted on a different shift this rule does not apply.

In the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, any related concerns shall be addressed in Labor-Management Committee per Article 220.

Station:

Minimum staffing shall be five (5)~~six (6)~~ members per station with the exception of Station 10 which will be staffed with a minimum of two (2) ARFF active members.

One (1) Captain shall be assigned to supervise each operational fire station. Stations may be supervised by a Lieutenant only in the event that either the Captain assigned to that station is not at work or there is a vacancy in that assignment.

Apparatus:

- A. In no case will staffing on any Type 1 Engine, Type 6 Engine, Ladder, Rescue, Medic unit, ~~Airport Crash Rescue Vehicle~~, or Tender drop below two (2) while available for an emergency call and being used as an independent resource.
- B. Minimum staffing on a Type 1 Engine may only be reduced to two (2) personnel if each Ladder and Rescue has been reduced to two (2) personnel.
- ~~B.C.~~ Staffing or additional apparatus will only take place if thirty-six (36) or more personnel are on duty.

Type 1 Engine:

Each Type 1 Engine shall be staffed with a minimum of two (2) SFFD personnel: one (1) Engineer, one (1) Company Officer.

Medic Unit:

Each Medic Unit shall be staffed with a minimum of two (2) SFFD personnel, one of whom must be a licensed paramedic. Licensed Paramedics working in the classification of Captain or Lieutenant, Engineer ~~or~~ Rescue Technician may be utilized as the only Paramedic on the unit as a voluntary assignment.

Rescue:

Each Rescue shall be staffed with a minimum of ~~two~~ (2) Rescue Technicians, and one (1) SFFD personnel.

Ladder:

Each Ladder shall be staffed with a minimum of two (2) SFFD personnel; One (1) Company Officer and one (1) Engineer or two (2) Rescue Technicians.

Crash Rescue Vehicle:

The Airport Crash Rescue Vehicle (ARFF) shall be staffed with a minimum of the FAA's part 139 requirements.~~two (2) FAA ARFF-qualified SFFD personnel, including one (1) ARFF-qualified Company Officer.~~

Type 6 Engine:

Staffed with a minimum of two (2) SFFD personnel when staffed as an independent resource.

Tender:

Staffed with a minimum of two (2) SFFD personnel when staffed as an independent resource.

In the event a Type 1 Engine or Rescue drops to two (2) personnel and minimum manning is below 34, prior to to 2200 hrs, the BC will outbound for a minimum of 45 minutes in an attempt to bring minimum manning back to thirty four (34) as outlined in article 330.

ARTICLE 211-SHIFT ENGINEERS

Two (2) Shift Engineers will be assigned per shift. Shift Engineers will be assigned to fill in for station Engineers who are not at work in their respective assignment for any reason. When a station Engineer assignment is unmanned, a Shift Engineer assigned to the affected shift will fill it before other Engineers are used. A Shift Engineer may be utilized in other positions according to qualifications and licensure when no station Engineer assignments need to be filled. Shift Engineers will be utilized based on order of promotion on their shift.

Shift Engineers may be offered overtime or be ordered in to work in accordance with Article 330 – Overtime.

When a permanent station engineer assignment becomes available, a Shift Engineer will be given an assignment without competition in the order they were promoted.

Shift Engineers are not eligible for a permanent station assignment based on shift bidding or seniority.

212-LIEUTENANTS

Two (2) Lieutenants will be assigned per shift. Upon promotion, Lieutenants shall be assigned to a Captain until they have successfully completed a mentorship period. Until such time, they shall not be utilized as a Company Officer.

Once a Lieutenant has successfully completed their mentorship, they shall be assigned to fill in for station Captains who are not at work in their respective assignment for any reason. When a station Captain assignment is unstaffed, a Lieutenant assigned to the affected shift will fill it before Company Officers from other shifts are utilized.

It is the Battalion Chiefs' responsibility to ensure that the qualified Lieutenants on their respective shifts have an equal number of opportunities to fill unstaffed station Captain assignments. Such opportunities shall be offered to each Lieutenant on a rotating basis and shall not regularly exceed forty-eight (48) hours. (* See note at the end of this Article).

Battalion Chiefs shall offer on-duty Lieutenants the opportunity to fill all unstaffed station Captain assignments according to their place in the rotation prior to hiring overtime to fill the assignment(s) or utilizing a qualified on-duty Lieutenant to fill an unstaffed assignment.

On-duty Lieutenants who are not assigned to fill in for a station Captain may only be utilized in firefighter assignments

Lieutenants who have successfully completed their mentorship may be offered overtime or be ordered in to work in accordance with Article 330 –

Overtime. Such Lieutenants and Captains may trade shifts in accordance with Article 213 – Shift Trades.

*Note : Lieutenants may fill an unstaffed Captain assignment for more than forty-eight (48) hours in those instances where the respective assignment is scheduled to remain unstaffed for a period of ten (10) consecutive shifts or more (e.g., when the Captain is on FMLA, Military Leave, etc.).

Battalion Chiefs shall make every effort to ensure that the Lieutenants on the affected shift are given an equal amount of time filling the unstaffed assignment.

ARTICLE 213– SHIFT TRADES

All bargaining unit employees will be allowed to trade shifts within their own classification. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, Fire Inspector I and Fire Inspector II shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

Shift trades will be entered into Telestaff by the collective bargaining unit member trading off/initiating the shift trade. Trades shall be considered any time greater than one hour. In order for a trade to be approved, members must possess a balance of annual leave equal to or greater than twice the amount of hours traded.

In the event that a member who agreed to work a shift trade is unable to do so, that member will forfeit annual leave hours equal to twice the amount of hours traded. If an employee does not have enough annual leave hours available to cover such a forfeiture, they shall be placed on Leave Without Pay for the amount of time equal to the remaining hours owed. The only exceptions will be Funeral Leave, outlined in Article 310, a job-related injury, and/or a legitimate extenuating circumstance provided the member gives proper notification to a Battalion Chief or Fire Marshal.

ARTICLE 214.- SHIFT AND STATION TRANSFERS

Section 1 - Station Trade

If two employees of the same classification mutually agree in writing to a station trade, the employer will grant such a request unless it is not deemed to be in the best interest of the Department. Reasons for such a denial shall be provided in writing to both employees. Employees on different shifts shall be allowed to request a station trade. The trade shall be in force for not less than one (1) year from the date it becomes effective.

Section 2 - Shift Change

Each year in October, any shift personnel wishing to change shifts shall submit their request in writing to the Battalion Chief. Such changes will be implemented based on seniority and by job classification. For this section, FF I and FF II shall be treated as one classification. Any new assignment shall remain in effect for not less than two (2) years. The two-year limit does not apply to involuntary reassignment. Reasons for reassignment shall be documented in writing and forwarded to the employees.

Section 3 - New Fire Station

In the event a new fire station is opened, each assignment at that station shall be offered to all members and assigned in order of classification and seniority. This section does not apply to remodeling or replacement of existing stations.

Section 4 - Involuntary Reassignment

Battalion Chiefs may reassign any employee if deemed in the best interest of the Department. Such reassignment may be temporary or permanent. Reasons for such assignments shall be documented in writing and forwarded to the affected employees.

Section 5 – On-Call Trade

If two Fire Inspectors mutually agree in writing, i.e.: memo, to an on-call trade, the employer will grant such a request unless it is not deemed to be in the best interest on the department. The on-call trade will be initiated by the inspector requesting the time off. Final approval rests with the Fire Marshal or their designee.

ARTICLE 215 - ARFF

ARFF certified personnel will be divided into two categories: ARFF active and ARFF inactive.

ARFF active personnel will be FAA ARFF qualified. Only ARFF active members will be allowed to work at the Airport.

One Captain, Two Lieutenants, and (3) three Firefighters with 3 years or greater per shift will be ARFF active.

Selection for ARFF active positions will be made as follows:

- 1) Any firefighter with (3) three years or greater may volunteer to be made ARFF active.

If more than 9 members volunteer then selection will be based on seniority. When a member volunteers, they will be placed at ARFF for a minimum of 1 year, or until they promote to a Category II position as outlined in Article 340.

- 2) If no volunteers are found then the Firefighters with (3) three years or greater may be assigned to ARFF based on reverse seniority. The three ARFF active Firefighters will be rotated fairly in and out of ARFF.

All ARFF active personnel shall be allowed to trade as outlined in article 213 unless at the time of the trade overtime is created. In this case the trade must be completed with another ARFF active member.

ARTICLE 220-LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee (LMC) consisting of three (3) Union representatives and three (3) Employer representatives. Union representatives shall be appointed by the Union. The Committee shall meet at the request of either party, or at least quarterly. The party requesting a meeting shall present a written agenda to each member at least five (5) business days prior to the meeting.

LMC shall have the authority to:

1. Discuss areas of mutual concern
2. Develop sub-committees of the LMC as deemed necessary
3. Clarify and/or amend, articles of this agreement

4. Review and discuss recommendations submitted by LMC sub-committees
5. Develop, agree upon, and sign memorandums of understanding (MOU's) deemed by both parties to be in the best interests of the Fire Department

LMC Sub-Committees

LMC sub-committees shall meet to discuss and formulate recommendations to LMC as deemed by the committee to be in the best interests of the department. Sub-committees shall include, but not be limited to, the following:

- Health and Safety (See Article 221)
- Standard Operating Procedures
- EMS

LMC sub-committees shall submit recommendations to LMC for review. LMC shall make any such recommendations available to the Union membership and the Employer. Recommendations agreed upon in LMC shall be implemented by an MOU where appropriate.

The Employer shall notify LMC and/or a designated Union representative prior to creating committees or sub-committees that affect union members.

Memorandum of Understanding (MOU)

Both Union and Management shall make a good faith effort to address and resolve areas of mutual concern through a formal MOU whenever prudent and/or appropriate. MOU's shall detail the nature and intent of the understanding and/ or mutual agreement between both parties.

Any MOU must be signed by both the Fire Chief and the Union President (or their respective designee) to be valid.

A valid MOU is required in order for any of the following to occur:

1. Clarification or amendment to articles of this Agreement.
2. Revision of SFFD Standard Operating Procedures, Standard Operating Guidelines, and/ or Rules and Regulations that effect working conditions.
3. A change in working conditions that have not been the subject of collective bargaining but exist on the effective date of this Agreement.

4. Adding, rescheduling, or canceling of promotional testing processes for any classified position represented by the Union as outlined in Article 340 – Promotional Policy.

A MOU amending articles of this Agreement must be approved by a simple majority vote of the Executive Board before the Union President (or their designee) may sign it. Executive Board members who are also members of LMC must abstain from this vote. The Union membership must be notified of any such MOU being considered by LMC no less than ten (10) days prior to a vote by the Executive Board. Any MOU signed by the Union President (or their designee) less than ten (10) days prior to Union member notification and/ or without the approval of a majority of the Executive Board shall be invalid.

Both parties shall consider any MOU's amending articles of this Agreement as a formal proposal in the first negotiations process after it becomes valid. All such MOU's shall be null and void on the effective date of the first Collective Bargaining Agreement negotiated after it becomes valid.

In the event that LMC becomes deadlocked on issues outside of those listed above, the Employer reserves the right to make a decision and the Union reserves the right to file a grievance.

Time spent at LMC or LMC sub-committee meetings or activities shall be treated as hours worked for Union representatives in accordance with Article 112.

ARTICLE 221- HEALTH AND SAFETY

Safety is an integral part of the responsibilities of every manager, supervisor and employee.

The Employer recognizes its obligation to comply with all applicable federal and state standards relating to health and safety in the Fire Department. The employee realizes that when engaging in emergencies or any and all activities, members shall exercise proper precautionary measures to avoid injury to self and others and that it shall be considered a disciplinary offense for any member to disturb any other member's personal safety equipment without that person's prior knowledge and approval. The Union through its various representatives will be accorded certain participatory rights relating

to employee health and safety; however, it is not the intention of the parties that these provisions shall in any way diminish the Employer's exclusive responsibility as described in this article.

There shall be a joint Health and Safety Committee composed of up to three (3) representatives of both the Employer and the Union. The Union's representatives shall be designated by the Union and the Employer's representatives by the Employer. Health and Safety Committee meetings will be counted as hours worked for bargaining unit employees.

The Health and Safety Committee shall:

- A. Meet at least quarterly.
- B. Make annual inspections of Fire Department facilities.
- C. Make inspections of approved SFFD Personal Protective Equipment (PPE) per NFPA 1851. The PPE inspection form shall be completed by all Fire Department personnel and overseen by the Battalion Chief for Fire Captain and the Fire Captain for the personnel under their supervision. It is every firefighter's responsibility to maintain a constant awareness of the condition of his or her PPE and immediately report any defects in writing to the employee's immediate supervisor. Any firefighter may request an inspection at any time. It is the responsibility of the Fire Captain to report, per the chain of command, any discrepancies or deficiencies noted.
- D. Make written recommendations for the correction of hazardous conditions or unsafe work methods which come to its attention. All recommendations will include a proposed schedule for implementation and estimate of costs involved.
- E. Review all reports of job related accidents or injuries and make written recommendations to modify or add rules and procedures to further promote the avoidance of such incidents in the future.

- F. Make written recommendations concerning the Fire Department's existing regular medical testing program to maintain or exceed compliance with NFPA 1582, 1992 Edition.

Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

The Employer agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices in accordance with NFPA 1914, 1991 Edition. Testing is to be conducted by an independent testing company, other than the manufacturer prior to acceptance of a new aerial apparatus and annually thereafter. Copies of the test results shall be made available to the Health and Safety Committee for their review.

ARTICLE 225-PERSONNEL PROTECTIVE EQUIPMENT AND UNIFORMS

Section 1 – PPE

- A. The Employer shall furnish and maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing (bunker gear), wildland gear, and other protective equipment necessary to preserve and protect the safety and health of firefighters. All protective items shall meet the applicable standards at the time of purchase.
- B. All purchase requests must be made by March 31st. The exception will be the replacement of damaged uniform items.

Section 2 – Eye Protection

- A. The Employer shall furnish non-prescription eyeglasses as required.

Section 3 – Class C Uniforms

- A. The Employer will provide at no cost to new bargaining unit members four pants, six Santa Fe Fire Department T-shirts, one jacket with liner, one pair of boots, one squad suit if requested, and one sweatshirt.

- B. Bargaining unit members will maintain a minimum of four (4) complete sets of Class C uniforms for inspection purposes. All uniforms shall comply with NFPA 1975, current edition, or be of 100% cotton fabric. Fire inspector uniforms will be of a type acceptable to the Fire Marshal.

Section 4 – Class A & B Uniforms

- A. The Employer shall provide at no cost to new bargaining unit members one dress uniform consisting of one Class A jacket, one pair of dress pants, one cotton blend long-sleeve shirt, one cotton blend short-sleeve shirt, one Class A cover, one pair “Hi-gloss” Class A shoes, and one tie with a tie clip.

- B. All members shall maintain one Class A and B uniform per the SFFD uniform guide.

Section 5 – Uniform Replacement

- A. Requests for uniform items that are selected for replacement due to normal wear and tear or loss shall be submitted to the main office via e-mail by the employee and deducted from the established allocation per employee. A purchase order will be approved, if sufficient money is available in the employee’s allocation, and made payable to the vendor.
 - a. Each bargaining unit member shall be allocated six hundred twenty-five dollars (\$625) uniform allowance at the beginning of each fiscal year.
 - b. New bargaining unit members shall not receive a uniform allowance until the first full fiscal year in which they are off probation.
 - c. Twenty (20) T-shirts, four (4) hats and four (4) sweatshirts per fiscal year may be purchased through the requisition system.

- B. The Employer will replace approved uniform items, separate from the member’s allocation, if the following conditions are met:
 - a. The item is irreparably damaged or destroyed during emergency response activities.
 - b. The member submits a uniform replacement form, a memorandum documenting how the damage occurred, and

the damaged item to Fire Department Headquarters for processing.

- C. City property issued to the employee shall become the responsibility of the individual employee. If it is determined that items are missing due to employee negligence, these items will be immediately replaced and their cost deducted from that employee's clothing allowance. If it is determined that the individual employee is not at fault for missing or stolen items, these items will be immediately replaced at no cost to the employee

Members may purchase approved clothing items through the requisition process for the employee only. Any change in uniforms or uniform items will be made through the process prescribed in Article 220.

ARTICLE 230-TRAINING

1. The employer will provide sufficient training opportunities for employees to maintain licenses and certifications required by New Mexico regulation or statute, SFFD Standard Operating Guidelines, SFFD Rules and Regulations, and/or job description.
2. A minimum of two (2) EMS refreshers will be provided per licensure level per year. Each Paramedic refresher will include ACLS and PALS renewal. A minimum of six (6) training applications must be received no later than the deadline specified in paragraph 5 below or the class may be canceled. The Training Section shall determine the maximum class size, which shall be no fewer than ten (10) students. Applications will be approved on a first come, first served basis.
3. One Advanced EMT course will be provided per year. A minimum of six (6) training applications must be received by the Training Section no later than the deadline specified in paragraph 5 below or the class may be postponed until the following year. The Training Section shall determine the maximum class size, which shall be no fewer than ten (10) students. If more applications are received than class size permits, pretest scores will be the determining factor for acceptance.

4. It is incumbent upon the individual employee to attend all classes necessary to maintain required certifications and/or licenses. If an employee does not attend any class described herein, it becomes the responsibility of the employee to seek and obtain the necessary training, at his or her expense and time, so that there is no lapse in any required license or certification.
5. The Training Section will provide employees a twelve-month calendar on or before August 30 of the year prior to that in which the training will be offered. This calendar will reflect training offered by the Training Section. Applications for any and all classes must be received by the Training Section no later than forty-five (45) days before the first day of class. The Training Section shall notify personnel of application deadlines for all training/classes it offers no more than fifteen (15) and no less than ten (10) business days prior to that deadline.
6. According to the provisions of Article 340 of this Agreement, the employer will provide promotional classes annually unless 5.c applies.
 - a. These classes will be included on the training calendar per paragraph 4 above.
 - b. Employees wishing to attend these classes must make written application to attend to arrive at the Training Section no later than forty-five (45) days before the first day of the class.
 - c. If the Training Section receives no applications for the class at the time the posting closes, the employer may cancel the class.
7. The employer will maintain an in-house library of materials relevant to job requirements and promotional testing for use by employees. Employees will be allowed to check out library materials up to thirty (30) days prior to the start of the applicable promotional testing process. Less than thirty (30) days before a testing process begins, applicable library materials will be available and must remain at the training center. Employees who fail to return borrowed library material shall have the replacement cost deducted from their clothing allowance and will be barred from borrowing library material for a period of one (1) year after the date the material was to be replaced.

8. All training equipment and facilities will be serviceable and judged safe by the Training Officer. The training facility will be included in the yearly safety inspection conducted by the Health and Safety Committee.
9. A safety officer will be designated for any training exercise deemed hazardous according to the current edition of NFPA1403 or in the judgment of the Training Officer or lead instructor responsible for the class or exercise.
10. There shall be no training scheduled on September 11th of any year.

ARTICLE 231-TRAVEL

All required documentation must be submitted to the Fire Chief twenty (20) business days prior to the class, seminar, or conference for which travel is necessary. The Employer shall provide a suitable City vehicle for members to travel to classes, seminars, or conferences outside Santa Fe city limits scheduled and approved by the Employer.

The Fire Chief may waive the twenty day requirement.

ARTICLE 240-SENIORITY

Seniority means a privileged status attained by length of an Employee's continuous service calculated from the last date of hire within the Santa Fe Fire Department. Continuous service shall be broken by the following:

1. Resignation
2. Discharge
3. Retirement
4. Employee is laid off for more than two years
5. Employee declines an opportunity to return to work after recall
6. Employee fails to return to work from a leave of absence

If two or more employees start on the same date, seniority will be determined within their hiring group as follows:

1. Most recent date of hire within the Santa Fe Fire Department
2. Continuous full-time paid employment with the City of Santa Fe

3. For employees hired prior to July 1, 2009:
 - Highest Sum of all the digits in the employee's social security-number
- For employees hired after July 1, 2009:
 - Highest cumulative test score average achieved during the SFFD Fire Academy
4. Flip of a coin

Seniority shall be used for:

1. Annual vacation selection
2. Shift changes and new fire station as per Article 214
3. Temporary transfers

Seniority shall not be a determining factor on any emergency scene.

ARTICLE 241-HOURS OF WORK

Emergency Services Section

The work week for firefighters assigned to the Emergency Services Section shall be an average of fifty-six (56) hours calculated on a two pay period (28-day) basis. Assigned shifts will start at 8am for all bargaining unit members in the Emergency Services Section, and shall be maintained with 24-hour shifts.

Fire Prevention and Training Sections

The standard week schedule for both Sections shall be one of the following:

1. From 8am to 5pm, with one (1) hour off for lunch, five (5) days per week, with weekends and contract-approved holidays off. Members may request, through the chain of command, to work a flex week schedule. Approved members shall work a total of forty (40) hours per week with contract approved holidays off. During a workweek with a contract-approved holiday, members working a flex week schedule will revert to a standard week schedule. Otherwise, two weeks notice will be provided for a change of schedule. Approval to work a flex schedule is solely at the discretion of the Employer.
2. A work week that averages fifty-six (56) hours calculated on a two (2) pay period (28 day) basis. Members will start at 0800 hours and will work twenty-four (24) hour shifts on a forty-eight (48) hour tour.

Changes to the standard week schedule for members assigned to either the Fire Prevention or Training Sections shall be discussed in LMC prior to implementation.

No members assigned to either the Fire Prevention or Training Sections shall be utilized in another assignment in order to satisfy minimum staffing requirements.

These schedules will hereafter be referred to as “Twenty four (24) hour shifts” and a “40 hour week” respectively.

ARTICLE 242-LEAVE OF ABSENCE

The Fire Chief may approve leave without pay for up to ten (10) consecutive business days upon the written request of the employee. A request by an employee for leave without pay in excess of ten (10) business days must be approved by the Fire Chief and City Manager.

Leave without pay, when requested, may be granted only when the Fire Department can assure a position of like status and pay within the Fire Department upon the return of the employee from leave without pay.

If the Fire Department cannot assure a position in the Fire Department, and the employee agrees in writing to waive that requirement, leave without pay may be granted.

Leave without pay may not exceed twelve (12) consecutive months. Employees on leave without pay in excess of thirty (30) calendar days will be credited with only thirty (30) calendar days towards eligibility for a productivity increase or toward seniority.

Employees shall not accrue sick or annual leave while on leave without pay. Service time will not be credited while on leave without pay.

Leave without pay will be reported on a Personnel Action Request Form only if it exceeds ten (10) business days.

Failure to report to work upon the expiration of approved leave without pay may be grounds for disciplinary action.

Return from leave without pay in excess of ten (10) business days will be reported on a Personnel Action Request Form.

During leave without pay, the employee may pay the Employer's portion and his portion of the insurance in order to continue coverage.

ARTICLE 243-MODIFIED WORK ASSIGNMENTS

Modified work assignments can be requested by an employee or the employer. Reasons for such a request can be inability to perform job duties due to injury or illness (light duty), pregnancy (non-hazardous duty), or as part of the discipline/corrective process (alternative duty).

Section 1 – Light Duty

Any employee placed on light duty by the Employer's occupational medicine doctor for a work related illness or injury may continue to work within the Fire Department without loss of pay or reduction of benefits. Work shall be found which permits an employee to perform tasks that will not exceed the scope of light duty and will not disrupt or conflict with the work of other Union members. Light duty status shall continue until the Employer's occupational medicine doctor either releases the employee to full duty or determines the employee will no longer be able to fulfill his job duties.

An employee may solicit a second opinion from a physician of his choice, the cost of which will be paid for by the Employer. The Employer's occupational medicine doctor and the employee's personal physician shall confer on treatment, care, and light duty status.

In cases where the Employer's occupational medicine doctor and the employee's doctor disagree, a mutually acceptable third and neutral specialist in the field of the Employee's injury/illness shall review the employee's medical records and make the final determination on the appropriate course of action.

Injury leave shall be in accordance with City Resolution 1988-11 establishing a workers compensation program for City employees.

An employee injured while off duty may be offered light duty depending on the type and severity of the injury, provided that the Employer can identify

work which permits the employee to perform tasks that will not exceed the scope of light duty. Such work may be in the Fire Department or other City departments. An employee wishing to be considered for such assignment should submit a written request to the Fire Chief. Light duty granted for an off-duty injury shall not exceed six (6) months in duration.

Section 2 – Non-Hazardous Duty

The Employer will offer non-hazardous duty for pregnancy from the time the pregnant employee provides written notification. The pregnant employee will be on non-hazardous duty from the time of acceptance of such duty until maternity leave begins.

Non-hazardous duty shall mean an assignment within the Fire Department in which the pregnant employee will not be exposed to blood borne or airborne pathogens, hazardous materials, products of combustion, or arduous physical labor.

Acceptance of non-hazardous duty shall not result in a reduction in pay, an adverse effect on time in service, or ability to promote.

Section 3 – Alternative Duty

An employee may be assigned to alternative duty within the Fire Department as part of the discipline/corrective process.

ARTICLE 245-COMPENSATORY TIME

Compensatory time will not be paid in lieu of cash over time to any member of the Union.

ARTICLE 248-VOLUNTARY DEMOTION

Any employee who voluntarily requests a demotion from current classification may be demoted to a lower appropriate classification if a vacancy exists. The employee shall make the request in writing for approval by the Fire Chief. The employee shall receive the rate of pay established for the lower appropriate classification for the contract year.

ARTICLE 250-EXTREME WEATHER

Members shall not be required to perform strenuous non-emergency duties outdoors, including training exercises, when weather conditions are extreme. Extreme weather conditions are those conditions during which employees are likely to suffer injuries relating to excessive heat, lightning, high winds, ice, snow, or heavy rain. Weather conditions shall be determined to be extreme by the Battalion Chief(s) in consultation with Captains.

ARTICLE 251-STATION MAINTENANCE

The Employer agrees to supply and make available necessary materials required for the day-to-day maintenance and upkeep of fire stations. The Employer agrees to supply items necessary to maintain satisfactory sanitary conditions of quarters within fire stations. The Employer will make every effort to consider the recommendations of station crews when purchasing furnishings or kitchen supplies for fire stations.

ARTICLE 252-MAINTENANCE AND REPAIR

The Employer shall be responsible for the timely repair of any emergency vehicle and its associated equipment upon submission of a work order by an employee to the Emergency Vehicle Technician.

The Employer shall make every effort to keep an adequate supply of common maintenance items such as vehicle light bulbs, oil, fluids, and so forth. Any parts needed for repair but not in stock shall be ordered as soon as possible.

ARTICLE 253-EMERGENCY ASSISTANCE FOR EMERGENCY VEHICLE TECHNICIAN

Fire crews may assist a Fire Department Emergency Vehicle Technician with repairs to essential equipment and vehicles on an emergency basis.

ARTICLE 255-DRUG AND ALCOHOL TESTING

Santa Fe Fire Department employees will follow the Drug and Alcohol Policy for the City of Santa Fe Fire Department (March 2003). This Policy is listed as an appendix to the City of Santa Fe Fire Department Rules and Regulations.

In addition, an employee has the option of acquiring a commercial driver's license (CDL) at the expense of the Employer. If the employee fails the exam or allows the license to lapse, any future cost associated with obtaining a CDL will be at the employee's expense.

ARTICLE 256-COUNSELING SERVICES

The Employer agrees to provide, at no cost to the employee, up to six (6) professional counseling sessions for the employee, their spouse, and children. An employee involved in a job-related critical incident will be allowed ten (10) additional sessions. These counseling sessions shall remain confidential between the employee, the employee's family, and the counselor. Information shall be released to the Employer only with written consent of the employee.

ARTICLE 258-TECHNOLOGICAL CHANGE

At least sixty (60) days prior to the introduction or implementation of substantial technological change affecting the employment status of Union members, the Employer shall by written notice furnish the Union with full information on the planned change or changes. This notice shall contain relevant information reflecting the nature and degree of change, the date or dates on which the Employer plans to effect the change, and the location or locations involved. Following the disclosure, both parties shall meet for the purpose of resolving any issue which may concern the employment status of any Union member.

SECTION III

ARTICLE 301-ADMINISTRATIVE LEAVE

1. Authorized Administrative Leave - The employer may authorize an employee leave with pay, under unusual circumstances, when it is in the best interest of the city to do so with prior approval of the City Manager.
2. Voting - In accordance with provision of Section 01-12-42, NMSA 1978, employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polles.
3. An employee who abuses voting administrative leave by requiring its use for purposes other than traveling to and from the polling place and voting will may be charged with leave without pay and subject to disciplinary action.

4. Events - When the employer grants administrative leave to all city employees to acknowledge an event, Fire Department employees who are required to work, shall be paid double time for the same amount of hours. Off duty employees will receive straight time for the same amount of administrative leave hours granted.
5. Union Business - The employer shall grant administrative leave for union business in accordance with Article 112 of this contract.

ARTICLE 302-ANNUAL LEAVE ACCRUAL & USE

All personnel covered by this contract working a Forty (40) hour week shall accrue annual leave in accordance with the following schedule, accrued on a per pay period basis:

- 01-05 years of service - 120 hours per calendar year
- 05-10 years of service - 140 hours per calendar year-
- 10-15 years of service - 160 hours per calendar year-
- 15-20 years of service - 180 hours per calendar year-
- 20+ years of service - 200 hours per calendar year-

All personnel covered by this contract working Twenty four (24) hour shifts shall accrue annual leave, in accordance with the following schedule, accrued on a per pay period basis:

- 01-05 years of service - 204 hours per calendar year-
- 05-10 years of service - 238 hours per calendar year-
- 10-15 years of service - 272 hours per calendar year-
- 15-20 years of service - 306 hours per calendar year-
- 20+ years of service - 340 hours per calendar year-

Annual leave use shall include normal annual vacation time and all other periods of approved absence with pay from regularly scheduled hours of work which are not chargeable to some other category of leave.

An employee eligible to accrue annual leave, pursuant to this article, may request and be granted use of accrued leave at the discretion of the employer. No annual leave shall be advanced by the employer.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which his years of tenure are counted shall be the date of hire.
2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than twelve (12) months duration and was not the result of disciplinary action.
3. Periods of leave without pay in excess of thirty (30) days shall not be counted as service.

An eligible employee shall be allowed to progress from one graduated rate of accrual for annual leave to the next on the first day of the pay period immediately following completion of the required total length of service.

The amount of accrued annual leave that will be allowed to be carried over from one calendar year to the next will be two and three-fourths ($2\frac{3}{4}$) times the amount an employee is allowed to accrue in one calendar year in relation to the applicable years of service.

Upon separation, an employee shall be compensated for all unused and unforfeited annual leave.

Upon death of an eligible employee, compensation for unused total annual leave shall be payable to the employee's estate.

Vacation Selection

1. The Department will attempt to satisfy all vacation requests and still maintain sufficient staffing in the most economical manner.
2. Vacation requests will be determined on a seniority basis.
3. Vacation requests shall begin on November 1 of the preceding year.
4. Members may request and be granted use of accrued annual leave for vacation purposes as follows:

Twenty four (24) hour shift employees:

- 01-05 years of service, six shifts
- 05-10 years of service, eight shifts
- 10-15 years of service, nine shifts
- 15+ years of service, ten shifts

Forty (40) hour week employees:

- 01-05 years of service, ten work days
- 05-10 years of service, fifteen work days
- 10-15 years of service, seventeen work days
- 15+ years of service, twenty work days

5. An employee may elect to use his/her annual leave in consecutive shifts or divide his/her annual leave into two periods, the sum of which not to exceed the number of shifts as stated above per years of service.

Annual Leave/ Personal Holiday Time Use

1. Five (5) bargaining unit members may be off per day, not to exceed two (2) members per classification with the exception of members classified as Rescue Technicians. Only one (1) Rescue Technician may be off per day. Requests for such leave shall be made at least seventy-two (72) hours in advance to the Battalion Chief for approval. Requests for leave made less than seventy-two (72) hours in advance of the day requested will be granted if voluntary overtime can be found. These requests shall be considered on a first come first serve basis after all employees have scheduled their vacations and personal holidays. In the event multiple requests are received on the same calendar day, seniority shall be used to rank the requests. Approvals for leave requested above the maximum numbers established within this article shall be granted if minimum staffing is met and as long as approval of said leave does not create overtime. This additional approval of requests for leave shall not be granted until 0730 on the first day of a scheduled tour.

2. The employee must have sufficient annual leave available for the requested time off.
3. Leave used by bargaining unit employees will not be affected by leave used by Battalion Chiefs.
4. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

ARTICLE 303-PERSONAL HOLIDAYS

1. Personal Holiday

A bargaining unit member shall be entitled each calendar year to one (1) personal holiday. The leave may be used for any purpose the member chooses.

2. Wellness Personal Holiday

Bargaining unit members will be entitled to one (1) additional personal holiday per calendar year if they do the following: who successfully

- Complete all portions of the Fire Department's annual physical;
- Attempt all portions of the Fire Department's IFPAT;
- Consent to the VO2Max test when offered and
- Pass the red card qualification test. ~~will be entitled to one (1) additional personal holiday per calendar year.~~

Personal Holiday and Wellness Personal Holiday:

- Shall be requested in order of seniority after all personnel have requested for vacation time
- Must be taken within the calendar year offered or it will be forfeited
- Granted to members working Twenty four (24) hour shifts shall be taken in twenty-four (24) consecutive hours

- Granted to members working a Forty (40) hour week shall be taken during eight (8) consecutive hours

Members will not be compensated for an unused personal holiday or wellness personal holidays upon separation from the City of Santa Fe.

ARTICLE 305-SICK LEAVE ACCRUAL & USE

Accrual

All personnel covered by this contract working a Forty (40) hour week shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

- 00-01 year of service - 72 hours per calendar year.
- 01-05 years of service - 97 hours per calendar year.
- 05-10 years of service - 112 hours per calendar year.
- 10-15 years of service - 128 hours per calendar year.
- 15-20 years of service - 144 hours per calendar year.
- 20+ years of service - 159 hours per calendar year.

All personnel covered by this contract working Twenty four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

- 00-01 year of service - 134 hours per calendar year.
- 01-05 years of service - 156 hours per calendar year.
- 05-10 years of service - 182 hours per calendar year.
- 10-15 years of service - 208 hours per calendar year.
- 15-20 years of service - 234 hours per calendar year.
- 20+ years of service - 260 hours per calendar year.

Acceptable Use

Sick leave use shall include any period of approved absence with pay from regularly scheduled work resulting from:

1. An employee having an illness or injury which renders him unable to perform his duties
2. An employee having a medical examination, consultation, or treatment by a licensed practitioner

3. An employee's immediate family member or significant other requiring his presence because of injury, illness, medical treatment or death

If it is established in the course of a disciplinary action (as defined in Article 202) that a member has utilized sick leave for unapproved purposes, they may have the hours of such an absence charged as leave without pay and such abuse shall be grounds for disciplinary action. A supervisor may require an employee to furnish a written statement that outlines the reasons for use of said sick leave if the supervisor documents a pattern of abuse or evidence of use for unapproved purposes.

Use of Sick Leave

An employee eligible to accrue sick leave, pursuant to this article, must request sick leave for approved purposes either by use of Telestaff or contact with an on-duty Battalion Chief prior to 0700 in the morning. Employees who call in sick for the first 24 hour shift of the tour will place themselves on sick leave for the second 24 hour shift of the tour automatically. If said employee will be at work the second day, they must have a verbal conversation the on-duty Battalion Chief(s) between 1700 on the first shift and 0630 on the second shift to cancel the sick leave. Any employee who is not on-duty the first 24-hour shift of the tour for any other reason and wishes to request sick leave for the second 24-hour shift of the tour must have a verbal conversation with an on-duty Battalion Chief prior to 0630 of the second shift.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which his years of tenure are counted shall be the first day of the first complete calendar month worked.
2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than twelve (12) months duration and was not the result of disciplinary action.

3. Periods of leave without pay in excess of thirty (30) days shall not be counted as service.

An eligible employee shall be allowed to progress from one graduated rate of accrual for sick leave to the next on the first day of the pay period immediately following completion of the required total length of service.

Upon death of an eligible employee, compensation for unused total sick leave shall be payable to the employee's estate. Any eligible employee who is terminated or resigns forfeits all accrued sick leave.

ARTICLE 306-SICK LEAVE BANK

Eligibility

1. Any Santa Fe Fire Department employee may request hours from the sick leave bank if they have exhausted all of their sick and annual leave but would be eligible for Sick Leave as defined in Article 305.
2. The sick leave bank will operate on a case-by-case basis, with eligibility being based on the provisions of the Family and Medical Leave Act.

Process

1. The requesting employee will complete the sick leave bank request form.
2. Any Santa Fe Fire Department employee may donate sick leave, annual leave, and or personal holiday to the sick leave bank using the sick leave bank donations form. Personal holidays must be donated in full and must be used in the year they were earned. Donations will be strictly voluntary.
3. The donor must retain a combined balance of three hundred sixty (360) hours of sick and/or annual leave.
4. Leave will be donated in blocks of not less than four (4) hours.
5. A union representative shall collect sick leave donation forms.
6. A union representative will submit completed sick leave donation forms to the City of Santa Fe Fire Department Office Manager who shall coordinate the receipt and distribution of sick leave bank hours, and maintain necessary records.

Use of Donated Sick Leave

- A. Hours donated to the sick leave bank will be converted to a dollar amount based on the donating employee's rate of accrual. Hours requested from the sick leave bank will be converted to the receiving employee's rate of accrual.
2. Donations will be processed in the order in which the Office Manager receives them. Once the requested hours has been met, all other donations will cease to be processed and held until such time as the requestor needs additional hours, or it is determined that no additional hours are needed. If additional hours are needed, the Office Manager will process additional donation forms as needed. Once it has been determined that no additional hours are needed, the unprocessed donation forms will be destroyed.
3. Any hours processed but not used shall be retained by the Santa Fe Firefighters Association and stored in the sick leave bank.

ARTICLE 310-FUNERAL LEAVE

An employee shall be allowed up to seventy-two (72) hours of paid leave [or forty (40) hours for employees who work a Forty (40) hour week] in the event of the death of an immediate family member or significant other.

Immediate family/significant other means the parent, legal guardian, grandparent, spouse, child, sister or brother, father-in-law or mother-in law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece or nephew, aunt or uncle and grandchild of the employee and shall also include persons residing in the employee's household.

Special or unusual circumstances shall be evaluated by the Employer on a case-by-case basis. The Employer shall make the final determination of eligibility for funeral leave in these cases.

Time will be charged to the employee in the following order until each has been exhausted:

1. Sick
2. Annual

ARTICLE 311-EDUCATIONAL LEAVE

The Employer agrees to grant up to six (6) hours per week to allow employees to attend "for credit" courses that are scheduled during normal

working hours. Educational Leave shall not be deducted from the requesting member's Annual or Sick Leave, but shall not be considered hours worked.

Educational Leave shall be used for time spent either in class or traveling to and from the educational institution.

Requests for Educational Leave shall be accepted once the vacation selection process for the coming year has been completed or January 1 of that year, whichever comes first. Educational Leave shall be approved on a first come, first served basis. In the event that requests for the same period of Educational Leave are received on the same day, the Battalion Chief shall award leave to the Employee with the most departmental seniority first.

For staffing purposes only, Educational Leave shall be treated as Annual Leave and approved according to the guidelines established in Article 302 – Annual Leave Accrual and Use under the “Vacation Selection” and “Annual Leave/ Personal Holiday Time Use” headings:

- Five (5) bargaining unit members may be off per day, not to exceed two (2) members per classification.

The Employer may ask the employee to present proof of their enrollment in classes (i.e., a course schedule) for which they are requesting Educational Leave. Employees who enroll in such classes are strongly encouraged to have such proof available prior to requesting Educational Leave.

ARTICLE 312-FAMILY MEDICAL LEAVE ACT

The Employer and Union agree to follow the requirements of the current Family and Medical Leave Act with the following additions:

1. If the employee meets the requirements of the act, leave shall be paid utilizing sick leave until exhausted and then annual leave until exhausted.
2. After all leave has been exhausted, an employee can make a request for additional hours from the sick leave bank.

ARTICLE 313-MILITARY LEAVE

As per section 20-4-7 NMSA Military Leave statute.
20-4-7. Military Leave for National Guard and Reserves
Statute Text

All state, county, municipal, school district and other public employees who are members of organized units of the Army or Air National Guard or Army, Air Force, Navy, Marine or Coast Guard Reserves shall be given a minimum of fifteen (15) working days military leave with pay per federal fiscal year when they are ordered to active duty or for training, such leave to be in addition to other leave or vacation time with pay to which such employees are otherwise entitled. On a case-by-case basis the Chief may grant the employee additional days of paid military leave for periods of active duty or for training when he/she deems that such training or recall to duty will benefit the state by enabling that employee to better perform his/her duties required in his/her state occupation.

Military Leave will not be considered a break in service for the purposes of promotions (Article 340) or seniority (Article 240).

ARTICLE 314-HONOR GUARD

The Employer shall grant on-duty Honor Guard members Training Leave and grant off-duty members overtime when participating in an event requested by either management or The City of Santa Fe. All members shall be placed in Telestaff for staffing purposes.

The Employer agrees to grant Union Leave to on-duty members participating in an approved event not requested by management. The number of members shall not exceed three (3) off per day. Proposed events shall be submitted to the Fire Chief or their designee 72 hours prior to event.

The Employer agrees to allow the use of the SFFD Class-A uniform to members of the Honor Guard participating in an event.

The Employer agrees to allow the use of SFFD vehicles to members of the Honor Guard if available.

ARTICLE 315 – COURT LEAVE

A. When, in accordance to a subpoena, an employee appears as a witness before a federal or state grand jury or court, or before a federal or state agency, the employee shall be entitled to leave with pay for the required period. Fees received as a witness, excluding reimbursement for travel and meals, shall be remitted to the City of Santa Fe Finance Department. In cases where employees are testifying against the City as the plaintiff or such appearances are for personal reasons, employees must use accrued annual, compensatory or personal holiday leave time.

B. A person shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be remitted to the City of Santa Fe Finance Department.

C. An employee who is released from jury duty shall report to work upon release. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.

D. At the employee's option, the hours of jury or court service may be taken as annual leave, provided the employee has sufficient leave available. An employee on annual leave will keep any compensation received from the jury or court service.

ARTICLE 320-ANNUAL LEAVE BUY BACK

The employer may buy back that portion of an employee's annual leave that exceeds his maximum carry over at the end of each calendar year provided the following criteria are met:

1. A maximum of one hundred twenty (120) hours can be sold back in any one year, provided the balance will remain at the maximum carry over rate at the end of each calendar year;
2. The employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year, his intentions to sell back the annual leave in excess of the maximum carry-over balance.

3. If sufficient City funding is available.

ARTICLE 321-SICK LEAVE BUY BACK

The City may buy back sick leave on a yearly basis provided the following criteria are met:

1. A bargaining unit member shall have and/or maintain a minimum balance at the end of each calendar year of five hundred hours (500) if assigned to a Forty (40) hour week position, or seven hundred hours (700) if assigned to a Twenty four (24) hour shift position before a buy back may occur.
2. The member must state in writing to the Personnel Division Director, no sooner than February 1 and no later than March 31, of each calendar year, their intentions to sell back sick leave.
3. A maximum of one hundred twenty (120) hours may be sold back in any one year, never allowing the balance to drop below the minimum.
4. The conversion ratio shall be one (1) hour of pay for every two (2) hours of sick leave.
5. If sufficient City funding is available.

ARTICLE 322-SICK LEAVE AT RETIREMENT

Sick Leave Buy Back:

Upon meeting all City and PERA requirements for retirement, a member may at their discretion be paid for their accrued sick leave at a rate of one (1) hour for each two (2) hours of accrued leave. The rate shall be the employees pay rate on the date of their retirement from the City.

The member exercising this option shall:

1. State in writing his intention to retire under this option to the Human Resources Director via the Fire Chief.

Sick Leave Acceleration:

1. An employee must state in writing his/her intention to retire to the Human Resources Director via the Fire Chief;
2. An employee shall not realize any type of salary increase during the period of conversion and buy-back;
3. Should an employee change his/her mind during this period he/she shall reimburse the City for monies paid in full.
4. All employees may utilize accrued sick leave at the time of retirement for the purpose of acceleration at a rate of one (1) hour for each two (2) hours of accrued sick leave.
5. Employees with ten (10) consecutive years of service with the Santa Fe Fire Department may utilize one thousand (1000) hours of accrued sick leave at one (1) hour for one (1) hour at the time of retirement. Remaining hours shall be used at a rate of one (1) hour for each two (2) hours of accrued sick leave.

ARTICLE 330-OVERTIME

The Employer and Union agree that all applicable Fair Labor Standards Act provisions found in Section 7(k) regarding compensation for hours worked are hereby incorporated as set forth in full. Calculations shall continue to be based on a twenty-eight (28) day work period.

The Employer and Union agree that overtime shall be offered to bargaining unit members as described in this Article.

The employee's acceptance of the available overtime within Telestaff commits that employee to that assignment for that given day. Unstaffed positions may be filled in advance.

When an unmanned position must be filled, the Employer shall offer members via Telestaff "outbound" up to twenty four (24) hours at a time until all shifts are filled.

Overtime lists shall be utilized in conjunction with Article 210-Staffing Levels. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same

classification, Engineer and Shift Engineer shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

Step 1 – Voluntary Overtime

Battalion Chiefs shall make every reasonable effort to fill all unstaffed assignments with voluntary overtime. Voluntary overtime shall be offered to members in the order they appear on the voluntary overtime list, which shall be organized as follows:

- Members within the classification of the position offered who have signed-up for overtime on Telestaff, based on seniority, with the most senior member listed first.
- Members within the classification of the position offered, based on seniority with the most senior member listed first.
- Members signed-up for overtime on Telestaff who qualify for the position offered, based on seniority with the most senior member listed first.

The voluntary overtime list shall be utilized on a rotating name-by-name basis. Once an employee accepts voluntary overtime of over four (4) hours, their name shall be rotated to the bottom of the list.

Step 2 – All Stations Page

In the event overtime from the voluntary overtime list is not available, the Employer shall request voluntary overtime from all stations via an “all stations page.” When more than one member on the shift volunteers to work, the first member to volunteer shall have priority. In the event it is unclear which member accepted the overtime hours first the more senior member shall have priority.

Step 3 – Mandatory Overtime

In the event mandatory overtime is necessary, employees shall be ordered to fill mandatory overtime position for position as they appear on the appropriate mandatory overtime list. The mandatory overtime list shall consist of personnel scheduled to be at work the day before the unstaffed assignment must be filled and shall be organized with those employees

classified in Telestaff as “On-Duty” (code 001) first before other personnel. Other SFFD personnel may be utilized to fill mandatory overtime positions as necessary. The list shall be organized by classification with each employee listed in reverse seniority order. When the mandatory overtime list is used to fill an unmanned position, the name of the employee filling that position shall be rotated to the bottom of the list provided the employee filled a minimum of two (2) hours of mandatory overtime.

All affected on-duty personnel will be notified up to 168 (one-hundred sixty-eight) hours in advance prior to being ordered to fill mandatory overtime. The Employer will continue through Step 1 and Step 2 in an attempt to find voluntary overtime. Employees may be ordered to fill mandatory overtime more than (one-hundred sixty-eight) 168 hours before the affected shift in those cases where extra apparatus will be placed in service for special events. The employee being ordered to work will be compensated at a rate of one and one-half times the employee’s hourly rate per FLSA.

Overtime for Training/Classes

Mandatory Training:

Members shall be paid overtime for all Mandatory Training. Mandatory training shall be defined as that which is required for maintenance of a certification/licensure or classification, special skills, and training not specified in other areas of this contract. Mandatory training shall be compensated at a rate of one and one-half times the employee’s hourly rate.

Voluntary Training:

Members attending classes approved by the Training Section shall receive compensation and/or be granted leave if requested and approved through the Fire Department training application procedure.

Members who attend classes that are approved and provided by the Training Section shall have those class hours considered as hours worked for the purpose of FLSA.

Leave for training will not affect FLSA compensation or overtime incurred prior to or after the conclusion of a training class.

ARTICLE 331-SPECIAL SKILLS

The employer will pay a medical special skills base rate increase in the form of a flat forty cents (\$0.40) per hour for those employees on Twenty four (24) hour shifts and sixty cents (\$0.60) for those employees on a Forty (40) hour week, for all bargaining unit members who maintain any one of the following:

1. New Mexico licensed EMT Intermediate
2. New Mexico licensed EMT Paramedic not serving as a classified Firefighter/Paramedic

~~A.~~

~~Bilingual — A one (1) year trial period with no monetary incentive will be created to further investigate the costs and user implications of such an incentive. After the trial period this Article will be re-discussed in future contract negotiations.~~

~~Trail period will be July 1, 2014 to June 30, 2015.~~

ARTICLE 332-HOLIDAYS

The following Holidays are those that shall be recognized and observed as of the date this contract is executed:

1. New Year's Day, January 1 (Actual)
2. Martin Luther King's Birthday, (City observed)
3. Presidents Day, (Observed Friday after Thanksgiving)
4. Memorial Day, (City Observed)
5. Independence Day, July 4, (Actual)
6. Labor Day, (City Observed)
7. Fiesta, Four (4) Hours on Friday of Fiesta Weekend, (City Observed)
8. Columbus Day, (City Observed)
9. Armistice Day/Veteran's Day, (City Observed)
10. Thanksgiving Day, (Actual)
11. Christmas Day, (Actual)

A. Employees who work the above holidays shall be compensated at a rate two and one-half (2.5) times their regular hourly rate.

Use of Leave during a Holiday:

1. Employees who are scheduled to work on any of the holidays listed above utilize any type of leave for that day will be compensated for twenty-four (24) hours at their regular rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.
2. Employees who are scheduled to work on the holidays listed above whom do use leave will not have that leave deducted from their leave balances. And will not be paid for time not worked.

B. Shift employees who are not scheduled to work on the above listed holidays shall be compensated for twenty-four (24) hours at their regular hourly rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.

C. Employee may not use a personal holiday as form of leave on any of the above listed holidays.

ARTICLE 335-FIRE INSPECTORS STANDBY COMPENSATION

Fire Inspectors assigned to a standby status by the Employer shall receive Twenty-four (24) hours pay at their regular base rate for each seven (7) day period. Assignments shall be in seven (7) day increments.

Fire Inspectors who have completed their work shift and have gone home and then are called out to return to work shall receive a minimum of two (2) hours pay.

Fire Inspectors assigned to a standby status by the Employer shall receive a bonus of four (4) additional hours pay at their regular base rate for each holiday falling on a seven (7) day period.

This Article does not apply to Fire Inspectors who are scheduled to work Twenty four (24) hour shifts.

ARTICLE 336-PER DIEM

1. Bargaining Unit members attending approved training or required to work out of town shall receive per diem as allowed by City of Santa Fe Rules and Regulations. If adequate funding is not available, members may at their discretion volunteer to attend out of town training without receiving per diem.
2. The Employer shall determine if the member is to receive the rate prescribed in the City Rules and Regulations or actual expenses. The Employer shall explain the reasons for its determination to the member.
3. Bargaining unit members may request a travel advance by completing the following City of Santa Fe forms:
 - a. Request for Travel Advance/Payment Reconciliation;
 - b. Travel Request for Authorization;
 - c. Purchase Voucher;
 - d. Itemized Schedule of Expenses.

The advance shall be eighty percent (80%) of the estimated amount. Remaining reimbursement shall be paid to the member within two weeks of a written request for reimbursement.

4. In order to receive advance payment, the bargaining unit member shall submit the completed forms to the Fire Department administrative office no later than fourteen (14) business days prior to the Monday of the week preceding the travel departure date.

ARTICLE 340-PROMOTIONAL POLICY

The Union and the Employer agree to adhere to the promotional policies for those positions covered in the bargaining unit as currently established by the employer.

SECTION 1 – PROMOTIONAL CHART

	Firefighter I	Firefighter II	Paramedic I	Paramedic II
<u>Years of Service</u>	1	2	1	4 (3 as Para I)
<u>Current Position</u>	Cadet	Firefighter I	Firefighter I or II/Cadet	Paramedic I
<u>Requirements</u>	Cadet academy		NM Paramedic license	
	Probationary period		FF I requirements	
	FF I Task Book			
	FAA ARFF			

	Rescue Technician	Engineer	Inspector I	Inspector II
<u>Years of Service</u>	4	4	4	4.5 (1/2 as Insp I)
<u>Current Position</u>	FF II or higher	FF II or higher	FF II or higher	Inspector I
<u>Requirements</u>	Rope Rescue Tech	Pump Operations	IFSAC Fire Inspector I	ICC Fire Inspector I
	Confined Space Tech	Engineer Task Book	(within 6 months)	(within 6 months)
	Rescue Operations			

	Lieutenant	Captain	Deputy Fire Marshal	Training Captain
<u>Years of Service</u>	6	8	8	8
<u>Current Position</u>	Any blue position	Lieutenant	2 years as inspector II	Any blue position
<u>Requirements</u>	2 yrs in blue position	Q318 Fire Service Sup	Q318 Fire Service Sup	2 yrs in blue position
	Q464 -ICS 300 Review	ICS 300	Company Officer	Company Officer
	Company Officer	BC Internship (8 hrs)	Instructor I	Rescue Operations
	Rescue Operations	Captain Task Book	ICS 300	Instructor I
	Instructor I	Q297 Awareness of	ICC Fire Inspector I & II	Pump Operations
	Pump Operations	Command and Control	IFSAC Fire Inspector I	Training Captain Task
	FAA ARFF Active	at Multi-Alarm	ICC Certified Fire Plans	Book
	Lieutenant Task Book		(within 1 year)	FAA ARFF Active
	Prev Internship (4 hrs)		Safer NM Now Car Seat	ICS 300
	Disp Internship (4 hrs)		Technician	Prev Internship (4 hrs)
			(within 1 year)	Disp Internship (4 hrs)

SECTION 2 – PROMOTIONAL TESTING PROCESS

Minimum Shift Complement

Promotions will fill the following field staff positions on each shift, which shall constitute the Minimum Shift Complement.:

- One (1) Captain per Fire Station
- Two (2) Lieutenants

- One (1) Engineer per active Fire Engine
- Two (2) Shift Engineers
- Four (4) Rescue Technicians

A vacancy shall be defined as a position that does not have an appropriately classified member assigned to it. Whenever a vacancy puts a shift below Minimum Shift Complement, the Fire Chief or their designee shall immediately promote personnel from the respective Eligibility List to fill any such vacancy. The Fire Chief shall utilize the Rule of Threes and the Ratings Board Scores when selecting personnel for promotion. Promotions shall be effective no later than the first day of the first full pay-period after a vacancy has occurred. The Fire Chief shall document in detail the reasons for all final selections.

General

At minimum, promotional testing shall take place annually according to the following schedule:

- Fire Engineer: August
- Rescue Technician: September
- Lieutenant: October

When a vacancy exists in any classification and there is no current eligibility list for that classification, the scheduling of additional promotional testing will be decided by mutual agreement of both parties in the Labor-Management Committee per Article 220. Members must have a minimum thirty (30) days notification in advance of any such additional testing.

Announcement

Advertising - All positions for which a testing process is required shall be advertised within the City of Santa Fe Fire Department. The most current job description shall be included in the announcement. The announcement shall be posted and applications accepted for not less than fourteen (14) calendar days.

Following the closing date for acceptance of applications, all applications shall be reviewed by the Human Resources Department for verification that the applicant has met minimum qualifications. The Human Resources Department shall notify all applicants of their eligibility status.

Written Test

1. A written test shall be a validated multiple choice test administered by the Training Section, Prevention Section, or Independent Contractor.
2. The candidate's test score shall be the total percentage of correct answers. The minimum passing score shall be seventy percent (70%).
3. The Employer shall post a current list of reference material from which all written examination questions will be derived. If the Employer wishes to add to, amend, or remove any of the reference material utilized to generate a written examination, they must give six (6) months' notice prior to administering any such written examination.

Practical Evaluation

1. Practical Evaluations may include:
 - a. Oral presentations
 - b. Interviews
 - c. Practical skills demonstrations
 - d. Assessment centers
2. They shall be developed and administered by the Training Section, Prevention Section, or Independent Contractor.
3. All eligible candidates shall be provided with a list of skills to be evaluated at the time they are notified of their eligibility.
4. Individuals who fail a section of the assessment center shall not be placed on the promotional list.
5. Oral Presentations and Interviews shall be according to the following guidelines:
 - a. The composition of the oral board shall not be altered during the process except in cases of emergency.
 - b. If an emergency dictates a change in the oral board during the interview process the score given by the effected board member will be removed from all previous applicants' total score. A maximum of one (1) interview board member may be removed in cases of emergency.
 - c. The interview shall consist of a series of prepared questions asked of all candidates. In addition, members of the oral board may ask individual questions to clarify points and to identify characteristics and attributes of the candidates. The high and low score shall be discarded and the cumulative scores of all oral Board members shall be averaged.

Passing Score

The applicant must have a combined written and practical score of eighty percent (80%) to pass when both the written and practical evaluations are scored.

Eligibility List

All candidates who pass the required promotional test shall be placed on an Eligibility List. Eligibility Lists shall be generated in one of two ways:

1) For promotions by the Training or Prevention Section:

Once the testing process is complete, the Section shall generate an Eligibility List with passing candidates ranked according to their test scores from highest to lowest. The Eligibility List shall be submitted to the Fire Chief no more than two (2) business days after the testing process has concluded.

2) For promotions requiring evaluation by an Independent Contractor:

Once the Fire Chief receives the assessment center results, he or she shall generate an Eligibility List with passing candidates ranked according to their test scores from highest to lowest.

The Fire Chief or designee shall notify all candidates of their Eligibility List ranking within five (5) days of receiving the results. Eligibility Lists shall be effective until the next promotional test.

Ratings Board

A Rating Board shall be used for the positions of Engineer, Rescue Technician, and Lieutenant. The Employer shall convene a Ratings Board within five (5) business days once a vacancy in a given position exists and an Eligibility List exists. The Ratings Board shall consist of two (2) Chief Officers and two (2) field personnel consisting of one (1) Captain and one (1) member classified in the position sought. The Rating Board will be built into the practical evaluation for the positions of Captain, Training Captain, and Deputy Fire Marshal.

The Ratings Board shall evaluate all those on the Eligibility List to create Ratings Board scores following the procedure outlined based on their promotional test scores and the SFFD Rules and Regulations. Once complete, the Ratings Board scores shall be submitted to the Fire Chief. Ratings Board scores shall remain effective for 40 business days.

If a candidate on an Eligibility List is not recommended for promotion, the reasons for such action, all ratings board material pertaining to that candidate, and suggestions for how the candidate may improve shall be presented to them if requested.

SECTION 3 – INFORMATION AND REQUIREMENTS FOR PROMOTION BY POSITION

Firefighter I, Firefighter II, Paramedic I, Paramedic II, Fire Inspector II

Successful completion of the Santa Fe Fire Department recruit academy shall indicate eligibility for the positions of Firefighter I and Paramedic I. There shall be no internal testing process.

Candidates for promotion to Paramedic I must be a licensed New Mexico EMT-Paramedic.

Paramedic School Selection Process:

The Fire Department shall schedule an oral interview with each eligible candidate who has successfully completed all entrance requirements and been accepted to or is on a list of alternates for paramedic school.

The interview board that selects candidates for Paramedic School shall be comprised of:

- One (1) Medical Officer
- One (1) Training Officer
- One (1) Captain with EMT-P Licensure
- Two (2) Classified Paramedics

Rescue Technician, Engineer, Lieutenant

Promotional testing for eligible candidates for Rescue Technician, Engineer, and Lieutenant shall include a written examination and/or a practical evaluation. Eligible candidates shall take a written test which shall have a total weight of twenty five percent (25%). The practical evaluation shall have a total weight of seventy five percent (75%).

Fire Inspector I:

Eligible candidates shall take a written test which shall have a total weight of fifty percent (50%). Upon successful completion of the written test, the Fire Department shall schedule each candidate for an interview board. The interview shall have a total weight of fifty percent (50%).

The interview board that selects candidates for promotion to Fire Inspector I shall be comprised of:

- One(1) Fire Inspector
- One (1) Captain or Deputy Fire Marshal
- One (1) Fire Marshal
- One (1) representative of an outside fire agency
- One (1) other person from any of the previous four categories

Training Captain:

The Fire Department shall schedule each eligible candidate for a presentation before an interview board followed by an interview conducted by the board. The presentation shall have a total weight of fifty percent (50%). The interview shall have a total weight of fifty percent (50%).

The interview board that selects candidates for promotion to Training Captain shall be comprised of:

- One (1) Training Officer
- One (1) Training Captain
- One (1) Captain
- One (1) Field Personnel

Captain:

Qualified candidates shall be interviewed by an interview board consisting of the following:

- Two (2) Chief Officers
- Two (2) Captains

The interview board shall generate an Eligibility List ranking all the candidates according to their scores from highest to lowest and submit it to the Fire Chief. The Eligibility List for Captain will expire forty (40) business days after the day it is generated.

Deputy Fire Marshal:

Promotional Testing for eligible candidates for Deputy Fire Marshal shall include a written examination and practical evaluation/interview conducted by the Fire Marshal's office. The written test shall have a total weight of fifty percent (50%). The practical evaluation/interview shall have a total weight of fifty percent (50%).

The practical evaluation/interview board shall be comprised of:

- One (1) Captain
- One (1) Chief Officer
- One (1) Fire Marshal
- One (1) representative of an outside Fire Agency

The Union and the Employer agree to adhere to the promotional policies for those positions covered in the bargaining unit as currently established by the employer.

SECTION 1 — PROMOTIONAL CATEGORIES

Promotional requirements specific to each position are detailed in Section 4 of this Article.

Category 1 Positions

Category 1 Positions cover promotions to the following classifications:

- Firefighter I —
- Firefighter II

There shall be no formal testing process for Category 1 Promotions

Category 2 Positions

Category 2 Positions cover promotions to the following classifications:

- Paramedic I & II
- Engineer
- Rescue Technician
- Fire Inspector I & II

All candidates for Category 2 positions shall test for the position sought with the exception of Paramedic II and Fire Inspector II.

Category 3 Positions

~~Category 3 Positions cover promotions to the following classifications:~~

- ~~—— Lieutenant~~
- ~~—— Captain~~
- ~~—— Training Captain~~
- ~~— Deputy Fire Marshal~~

~~All candidates for Category 3 positions shall go through a practical evaluation for the position sought. The ratings board process will be built into the practical evaluation for Category 3 Positions.~~

**City of Santa Fe Fire Department
PROMOTIONAL CHART**

All requirements including years in service and current position must be met prior to promotional testing and or evaluation

CATEGORY I POSITIONS		
	FIREFIGHTER I	FIREFIGHTER II
Years of Service	1	1 year as FF1
Current Position	Cadet	Firefighter I
Requirements	Completion of cadet academy	Emergency Vehicle Operations
	Completion of probationary period	ICS 100, 200, 700 & 800
	Completion of FF I Task Book	FAA ARFF Qualified
	ICS 100, 200, 700 & 800	
	FAA ARFF Qualified	

CATEGORY II POSITIONS				
	RESCUE TECHNICIAN	ENGINEER	PARAMEDIC I	PARAMEDIC II
Years of Service	4	4	N/A	3 years as a Paramedic I
Current Position	FF II or higher	FF II or higher	FF I	Paramedic I
Requirements	ICS-100, 200, 700 & 800	ICS-100, 200, 700 & 800	ICS-100, 200, 700 & 800	ICS-100, 200, 700 & 800
	Rescue Operations	FAA ARFF Qualified	NM Paramedic License	
	FAA ARFF Qualified	Pump Operations	Completion of cadet academy and probationary period	
		Completion of Engineer Task Book		
	FIRE INSPECTOR I	FIRE INSPECTOR II		
Years of Service	4			
Current Position	FF II or higher	Fire Inspector I		
Requirements	ICS 100, 200, 700 & 800	ICS 100, 200, 700 & 800		
	FAA ARFF Qualified	FAA ARFF Qualified		
	IFSAC Fire Inspector I certificate within 6 months	IFSAC Fire Inspector I Cert		
		ICC Fire Inspector I within 6 months		

CATEGORY III POSITIONS				
	LIEUTENANT	CAPTAIN	DEPUTY FIRE MARSHAL	TRAINING CAPTAIN
Years of Service	6	8	8	8
Current Position	Category II position	Lieutenant	2 years as Fire Inspector II	Category II or III position
Requirements	2 years in a Category II position		FAA ARFF Qualified	2 years in Category II or III position
	Q464 - ICS 300 Review	Q318 Fire Service Supervision	Q318 - Fire Service Supervision	ICS-100, 200, 300, 700 & 800
	Company Officer Certificate	Q297 Awareness of Command & Control at Multi-Alarm Inc.	Company Officer Certificate	FAA ARFF Qualified
	Rescue Operations Certificate		Instructor I Certificate	Pump Operations Certificate
	Instructor I Certificate	ICS-300	ICS 300	Rescue Operations Certificate
	Pump Operations Certificate	BC Internship (8 hrs)	ICC Certified Fire Plans license within 1 year	Instructor I Certificate
	Prevention Internship (4 hrs)	FAA ARFF Qualified		Company Officer Certificate
	Fire Dispatch Internship (4 hrs)	Completion of Captain Task Book	Safer NM Now Car Seat	Prevention Internship (4 hrs)
	FAA ARFF Qualified		Technician Cert within 1 year	Fire Dispatch Internship (4 hrs)
	Completion of Lieutenant Task Book		ICC Fire Inspector I & II Certificate	NM Instructor/Coordinator Cert.
			IFSAC Fire Inspector I Certificate	AHA BLS Instructor Certificate
				Completion of Training Captain Task Book

SECTION 2 – PROMOTIONAL TESTING PROCESS

General

At minimum, promotional testing shall take place annually according to the following schedule:

- ~~—— Fire Engineer: August~~
- ~~—— Rescue Technician: September~~
- ~~—— Lieutenant: October~~

~~When a vacancy exists in any classification and there is no current eligibility list for that classification, the scheduling of additional promotional testing will be decided by mutual agreement of both parties in the Labor-Management Committee per Article 220. Members must have a minimum thirty (30) days notification in advance of any such additional testing.~~

~~Announcement~~

~~Advertising – The position shall be advertised within the City of Santa Fe Fire Department for Category 2 and 3 positions. A Recruitment announcement shall be posted in all Fire Stations. The most current job description shall be included in the announcement. The announcement shall be posted and applications accepted for not less than fourteen (14) calendar days.~~

~~Following the closing date for acceptance of applications, all applications shall be reviewed by the Human Resources Department for verification that the applicant has met minimum qualifications. The Human Resources Department shall notify all applicants of their eligibility status.~~

~~Written Test~~

- ~~1. A written test shall be a validated multiple-choice test administered by the Training Section, Prevention Section, or Independent Contractor.~~
- ~~2. The candidate's test score shall be the total number of correct answers. The minimum passing score shall be seventy percent (70%). This score shall have a total weight of twenty-five percent (25%) unless specified in Section 4.~~
- ~~3. The Employer shall post a current list of reference material from which all written examination questions will be derived. If the Employer wishes to add to, amend, or remove any of the reference material utilized to generate a written examination, they must give six (6) months' notice prior to administering any such written examination.~~

~~Practical Evaluation~~

- ~~1. Practical Evaluations may include:
 - ~~a. Oral presentations~~
 - ~~b. Interviews~~~~

- e. Practical skills demonstrations
- d. Assessment centers
- 2. ~~They shall be developed and administered by the Training Section, Prevention Section, or Independent Contractor.~~
- 3. ~~All eligible candidates shall be provided with a list of skills to be evaluated at the time they are notified of their eligibility. The skills/interview evaluated shall be assessed on a five (5) point scale with 1 being unacceptable and 5 being ideal. The total points shall have a total weight of seventy-five percent (75%) unless specified in Section 4.~~
- 4. ~~Individuals who fail a section of the assessment center shall not be placed on the promotional list.~~
- 5. ~~Oral Presentations and Interviews shall be according to the following guidelines:~~
 - a. ~~The composition of the Oral Board shall not be altered during the process except in cases of emergency.~~
 - b. ~~If an emergency dictates a change in the oral board during the interview process the score given by the effected board member will be removed from all previous applicants' total score. A maximum of one (1) interview board member may be removed in cases of emergency.~~
 - c. ~~The interview shall consist of a series of prepared questions asked of all candidates. In addition, members of the Oral Board may ask individual questions to clarify points and to identify characteristics and attributes of the candidates. The high and low score shall be discarded and the cumulative scores of all oral Board members shall be averaged.~~

Passing Score

~~The applicant must have a combined written and practical score of eighty percent (80%) to pass.~~

Eligibility List

~~All candidates who pass the required Promotional Test shall be placed on an Eligibility List. Eligibility Lists shall be generated in one of two ways:~~

~~1) For promotions by the Training or Prevention Section:~~

~~Once the testing process is complete, the Section shall generate an Eligibility List with passing candidates ranked according to their test scores from highest to lowest. The Eligibility List shall be submitted to~~

~~the Fire Chief no more than two (2) business days after the testing process has concluded.~~

- ~~2) For promotions requiring evaluation by an Independent Contractor:
Once the Fire Chief receives the assessment center results, he or she shall generate an Eligibility List with passing candidates ranked according to their test scores from highest to lowest.~~

~~The Fire Chief or designee shall notify all candidates of their Eligibility List ranking within five (5) days of receiving the results. Eligibility Lists shall be effective until the next promotional test.~~

Ratings Board

~~The Employer shall convene a Ratings Board within five (5) business days once a vacancy in a given position exists and an Eligibility List exists. The Ratings Board shall consist of two (2) Chief Officers and two (2) field personnel consisting of one (1) Captain and one (1) member classified in the position sought unless specified in Section 4.~~

~~The Ratings Board shall evaluate all those on the Eligibility List to create Ratings Board Scores following the procedure outlined based on their promotional test scores and the SFFD Rules and Regulations. Once complete, the Ratings Board Scores shall be submitted to the Fire Chief. Ratings Board scores shall remain effective for 90 days.~~

~~If a candidate on an Eligibility List is not recommended for promotion, the reasons for such action, all ratings board material pertaining to that candidate, and suggestions for how the candidate may improve shall be presented to them if requested.~~

SECTION 3 – PROMOTIONS AND ASSIGNMENTS

~~Vacancy: For the purposes of this Collective Bargaining Agreement, a vacancy shall be defined as a position that does not have an appropriately classified member assigned to it. A vacancy may occur for reasons including, but not limited to, the promotion, demotion, separation of employment, or retirement of personnel originally assigned to a position, or the creation of a new position (such as the addition of a fire district). Positions shall be considered vacant on the first day of the first tour an~~

~~appropriately classified employee is no longer assigned to and/or actively staffing that position.~~

Minimum Shift Complement

~~As outlined in Articles 210, 211, and 212, Category 2 and 3 promotions will fill the following field staff positions on each shift:~~

- ~~— One (1) Captain per Fire Station~~
- ~~— Two (2) Lieutenants~~
- ~~— One (1) Engineer per active Fire Engine~~
- ~~— Two (2) Shift Engineers~~
- ~~— Four (4) Rescue Technicians~~

~~For the purposes of this article, the above positions comprise a shift's Minimum Shift Complement.~~

- ~~— When a shift has no vacancies in any these positions, it shall be considered to be maintaining its Minimum Shift Complement.~~
- ~~— When a shift has vacancies in any of the above positions, that shift shall be considered below its Minimum Shift Complement.~~

~~Whenever a vacancy puts a shift below Minimum Shift Complement, the Fire Chief or their designee shall immediately promote personnel from the respective Eligibility List to fill any such vacancy. The Fire Chief shall utilize the Rule of Threes and the Ratings Board Scores when selecting personnel for promotion. Promotions shall be effective no later than the first day of the first full pay period after a vacancy has occurred. The Fire Chief shall document in detail the reasons for all final selections.~~

SECTION 4 — ADDITIONAL INFORMATION AND REQUIREMENTS FOR PROMOTION BY POSITION

Paramedic:

Paramedic School Selection Process:

~~The Fire Department shall schedule an oral interview with each eligible candidate who has successfully completed all entrance requirements and been accepted to or is on a list of alternates for paramedic school.~~

Paramedic School Selection Interview Board:

~~The interview board that selects candidates for Paramedic School shall be comprised of:~~

- ~~———— One Medical Officer~~
- ~~———— One Training Officer~~
- ~~———— One Captain with EMT-P Licensure~~
- ~~———— Two Classified Paramedics~~

~~Candidates for promotion to Paramedic I must be a licensed New Mexico EMT-Paramedic.~~

~~Fire Inspector I:~~

~~Eligible candidates for promotion to Fire Inspector I shall take a written test which shall have a total weight of fifty percent (50%). Upon successful completion of the written test, the Fire Department shall schedule each candidate for an interview board. The interview shall have a total weight of fifty percent (50%).~~

~~The interview board that selects candidates for promotion to Fire Inspector I shall be comprised of:~~

- ~~———— Two Fire Inspectors~~
- ~~———— One Captain~~
- ~~———— One Fire Marshal~~
- ~~———— One representative of an outside Fire agency~~

~~Training Captain:~~

~~The Fire Department shall schedule each eligible candidate for a presentation before an Interview Board followed by an interview conducted by the Board. The presentation shall have a total weight of fifty percent (50%). The interview shall have a total weight of fifty percent (50%).~~

~~The interview board that selects candidates for promotion to Training Captain shall be comprised of:~~

- ~~— One Training Officer~~
- ~~— One Training Captain~~
- ~~— One Captain~~
- ~~— One Field Personnel~~

~~Lieutenant:~~

~~Promotional testing for eligible candidates for Lieutenant shall include a written examination and/or a practical evaluation conducted by either the Training Section or an Independent Contractor.~~

~~The Employer will insure a valid assessment and will provide processed candidates with feedback and score reports if requested.~~

~~Captain:~~

~~The Employer shall make a recruitment announcement for the Captain position once a Captain vacancy exists, qualified candidates shall be interviewed by an Oral Board consisting of the following:~~

- ~~_____ Two Chief Officers~~
- ~~_____ Two Captains~~

~~The Oral Board shall generate an Eligibility List ranking all the candidates according to their scores from highest to lowest and submit it to the Fire Chief. The Eligibility List for Captain will expire forty (40) business days after the day it is generated.~~

~~Deputy Fire Marshal:~~

~~Promotional Testing for eligible candidates for Deputy Fire Marshal shall include a written examination which shall have a total weight of fifty percent (50%). Upon successful completion of the Written Test (seventy percent (70%) to pass) the candidates will go through a practical evaluation/interview, which shall have a total weight of fifty percent (50%), conducted by the Fire Marshal's office.~~

~~The practical evaluation/interview board shall be comprised of:~~

- ~~_____ One Captain~~
- ~~_____ One Chief Officer~~
- ~~_____ The Fire Marshal~~
- ~~_____ One representative of an outside Fire Agency~~

ARTICLE 345-INSURANCE BENEFITS

Section 1 – Medical Coverage

The employer shall continue to offer a medical coverage plan. The Employer will pay an amount equal to seventy six and one half percent (76.5%) of the

cost of the group medical insurance currently offered by the Employer. Insurance co-pays shall remain the same or lower unless the Group Benefits Advisory Committee for City Employees recommends that they be raised and both parties agree to such a raise.

Section 2 – Dental Coverage

The Employer shall continue to offer a dental coverage plan. The Employer will pay an amount equal to sixty five percent (65%) of the cost of the group dental insurance currently offered by the Employer. If the plan is changed as a result of a new contract or provider, any change in premiums shall be equally applied to both the Employer and Employee. A representative of the Union may participate on the proposal evaluation committee if the city considers changes in the current dental programs.

Section 3 – Retiree Medical Coverage

The Employer shall continue to provide a retiree medical coverage plan. Employees shall be assessed at three quarter percent ($\frac{3}{4}$ %) of their annual salary. The Employer shall contribute one percent (1%) of annual salaries to the plan. The Employer shall ensure the plan remains solvent and may revise the plan as necessary to ensure its continued solvency. At the time of retirement from the City, the Employee has the one-time option to enroll in the retiree medical coverage plan.

Section 4 – Term Life Insurance

The employer shall continue to provide a term life insurance plan with basic life insurance coverage of \$10,000 included as part of the medical plan and premium. The employer shall continue to offer optional supplemental term life insurance coverage offered independently of the medical coverage. The supplemental term life insurance benefit shall be based on two (2) times the employee's annual base salary with the employer paying an amount equal to sixty percent (60%) of the cost of the purchase of the group life insurance. Any percent of premium change charged by the provider shall be applied to both the employer and the employee.

Section 5 – Other Insurance Programs

The employer shall continue to provide other insurance plans, such as but not limited to, universal life, long-term disability, cancer, intensive care, family life coverage, and prepaid legal. The insurance premiums shall be payroll deducted. Employees may subscribe to these plans at the rates prescribed by the insurance providers. Insurance shall be offered or continue

to be offered only if at least ten percent (10%) of the employees elect to participate with a particular firm.

Section 6 – Premium Only Plan

The employer shall continue to provide an optional premium only plan (POP) in which the medical premiums paid by the employee are tax deferred. The program shall comply with all IRS rules and any changes to those rules.

The Union shall participate on the Group Insurance Benefits Advisory Committee for City Employees or any other committee formed to establish, evaluate, select, and/or recommend group insurance coverage including, but not limited to, medical, dental, or vision plans. Each Union shall participate and have one vote on such a committee.

There shall be no alterations to the plans or programs described in the sections above prior to the consideration of and recommendations made by such a committee.

ARTICLE 350-WAGE/SALARY SURVEY

The Union shall be permitted to address in person and in writing any consultant employed by the Employer for the purpose of studying and/or recommending changes to the City's classification and compensation system.

ARTICLE 360-CITY OF SANTA FE PICK-UP OF EMPLOYEE PERA CONTRIBUTIONS

The city will pick up seventy five percent (75%) of the employee's total contribution rate.

ARTICLE 361-BASE RATE ADJUSTMENT ~~Fiscal Year 2012/2013~~

All bargaining unit members shall receive a zero percent (0%) base rate adjustment. ~~All bargaining unit members as of July 1, 2014 shall receive a salary adjustment as follows:~~

~~A. All employees will receive a base salary adjustment of three (3%) percent above their current rate contingent upon confirmation that the cumulative Gross Receipts Tax (GRT) of FY13-14 through the third quarter ending December 31, 2014 is two (2) million dollars greater than the cumulative GRT of FY12-13 through the third quarter ending December 31, 2013. The pay increase shall be effective the first full pay period in July 2014.~~

ARTICLE 362-COST OF LIVING ADJUSTMENT

All bargaining unit members shall receive a zero percent (0%) cost of living adjustment to their base salary.

ARTICLE 363-TIME IN SERVICE STEP INCREASE

Section 1

Each bargaining unit member will receive a time in service increase effective at the beginning of the first pay period after reaching his or her anniversary date. This is a forward progression of one letter grade as reflected on the Pay Plan (Article 370). Members who remain employed longer than the years accounted for in the Pay Plan shall receive a one percent (1%) time in service increase for each year they remain employed beyond the last year accounted for in the Pay Plan.

ARTICLE 370 PAY PLAN 2014-2015

Job Class Pay Grades - Hourly

	1	2	3	4	5	6	7	8	9	10	11	12
Firefighter 1 (F114)	12,753	12,881	13,010	13,140	13,271	13,404	13,538	13,673	13,810	13,948	14,088	14,229
Firefighter 2 (F115)	14,029	14,169	14,311	14,454	14,598	14,744	14,892	15,041	15,191	15,343	15,496	15,651
Engineer (F117)	15,431	15,586	15,742	15,899	16,058	16,219	16,381	16,545	16,710	16,877	17,046	17,216
Rescue Tech (F117)	15,431	15,586	15,742	15,899	16,058	16,219	16,381	16,545	16,710	16,877	17,046	17,216
Paramedic 1 (F119A)	16,973	17,143	17,315	17,488	17,663	17,839	18,018	18,198	18,380	18,564	18,749	18,937
Paramedic 2 (F119B)	17,398	17,572	17,747	17,925	18,104	18,285	18,468	18,653	18,839	19,028	19,218	19,410
Lieutenant (F120)	17,739	17,916	18,095	18,276	18,459	18,644	18,830	19,018	19,208	19,401	19,595	19,790
Captain (F121A)	(A7-A22) 18,671	18,858	19,046	19,237	19,429	19,623	19,819	20,018	20,218	20,420	20,624	20,830
Training Captain												
80 hr (F121B)	28,007	28,287	28,570	28,855	29,144	29,435	29,730	30,027	30,327	30,631	30,937	31,246
120 hr (F121A)	18,671	18,858	19,046	19,237	19,429	19,623	19,819	20,018	20,218	20,420	20,624	20,830
Inspector 1												
80 hr (F125A)	23,220	23,453	23,687	23,924	24,163	24,405	24,649	24,895	25,144	25,396	25,650	25,906
120 hr (F125B)	15,481	15,636	15,792	15,950	16,109	16,271	16,433	16,598	16,764	16,931	17,101	17,272
Inspector 2												
80 hr (F126A)	25,542	25,797	26,055	26,316	26,579	26,845	27,113	27,384	27,658	27,935	28,214	28,496
120 hr (F126B)	17,028	17,198	17,370	17,544	17,719	17,897	18,076	18,256	18,439	18,623	18,809	18,998

Promotional pay increases shall be at the pay rates directly vertical from current employee pay rates to the rates for the new job class as outlined on this pay plan.

**ARTICLE 370 PAY PLAN
2014-2015**

	13	14	15	16	17	18	19	20	21	22	23	24	25	
	14.371	14.515	14.660	14.806	14.954	15.104	15.255	15.408	15.562	15.717	15.874	16.033	16.194	FF1
	15.808	15.966	16.126	16.287	16.450	16.614	16.780	16.948	17.118	17.289	17.462	17.636	17.813	FF2
	17.389	17.562	17.738	17.915	18.095	18.276	18.458	18.643	18.829	19.018	19.208	19.400	19.594	Eng
	17.389	17.562	17.738	17.915	18.095	18.276	18.458	18.643	18.829	19.018	19.208	19.400	19.594	RT
	19.126	19.317	19.510	19.706	19.903	20.102	20.303	20.506	20.711	20.918	21.127	21.338	21.552	P1
	19.604	19.800	19.998	20.198	20.400	20.604	20.810	21.018	21.229	21.441	21.655	21.872	22.091	P2
	19.988	20.188	20.390	20.594	20.800	21.008	21.218	21.430	21.645	21.861	22.080	22.300	22.523	LT
	21.039	21.249	21.462	21.676	21.893	22.112	22.333	22.556	22.782	23.010	23.240	23.472	23.707	Capt
	31.559	31.874	32.193	32.515	32.840	33.168	33.500	33.835	34.174	34.515	34.860	35.209	35.561	Training Capt.
	21.039	21.249	21.462	21.676	21.893	22.112	22.333	22.556	22.782	23.010	23.240	23.472	23.707	(80 hr) (120 hr)
	26.165	26.427	26.691	26.958	27.228	27.500	27.775	28.053	28.333	28.617	28.903	29.192	29.484	Inspector 1
	17.444	17.619	17.795	17.973	18.153	18.334	18.517	18.703	18.890	19.079	19.269	19.462	19.657	(80 hr) (120 hr)
	28.781	29.069	29.360	29.653	29.950	30.249	30.552	30.857	31.166	31.478	31.792	32.110	32.431	Inspector 2
	19.188	19.379	19.573	19.769	19.967	20.166	20.368	20.572	20.777	20.985	21.195	21.407	21.621	(80 hr) (120 hr)

Promotional pay increases shall be at the pay rates directly vertical from current employee pay rates to the rates for the new job class as outlined on this pay plan.

ARTICLE 370 PAY PLAN 2014-2015

Job Class	Pay Grades - Annual											
	1	2	3	4	5	6	7	8	9	10	11	12
Firefighter 1	39,790.089	40,187.990	40,589.869	40,995.768	41,405.726	41,819.783	42,237.981	42,660.361	43,086.964	43,517.834	43,953.012	44,392.542
Firefighter 2	43,769.425	44,207.119	44,649.190	45,095.682	45,546.639	46,002.105	46,462.126	46,926.747	47,396.015	47,869.975	48,348.675	48,832.162
Engineer	48,145.384	48,626.838	49,113.106	49,604.237	50,100.279	50,601.282	51,107.295	51,618.368	52,134.552	52,655.897	53,182.456	53,714.281
Rescue Tech	48,145.384	48,626.838	49,113.106	49,604.237	50,100.279	50,601.282	51,107.295	51,618.368	52,134.552	52,655.897	53,182.456	53,714.281
Paramedic 1	52,957.300	53,486.873	54,021.741	54,561.959	55,107.578	55,658.654	56,215.241	56,777.393	57,345.167	57,918.619	58,497.805	59,082.783
Paramedic 2	54,281.560	54,824.376	55,372.620	55,926.346	56,485.609	57,050.465	57,620.970	58,197.180	58,779.152	59,366.943	59,960.613	60,560.219
Lieutenant	55,343.591	55,897.027	56,455.997	57,020.557	57,590.763	58,166.671	58,748.337	59,335.821	59,929.179	60,528.471	61,133.755	61,745.093
Captain	58,254.341	58,836.885	59,425.254	60,019.506	60,619.701	61,225.898	61,838.157	62,456.539	63,081.104	63,711.915	64,349.034	64,992.525
Training Captain												
80 hr	58,254.341	58,836.885	59,425.254	60,019.506	60,619.701	61,225.898	61,838.157	62,456.539	63,081.104	63,711.915	64,349.034	64,992.525
120 hr	58,254.341	58,836.885	59,425.254	60,019.506	60,619.701	61,225.898	61,838.157	62,456.539	63,081.104	63,711.915	64,349.034	64,992.525
Inspector 1												
80 hr	48,298.351	48,781.335	49,269.148	49,761.839	50,259.458	50,762.052	51,269.673	51,782.370	52,300.193	52,823.195	53,351.427	53,884.942
120 hr	48,298.351	48,781.335	49,269.148	49,761.839	50,259.458	50,762.052	51,269.673	51,782.370	52,300.193	52,823.195	53,351.427	53,884.942
Inspector 2												
80 hr	53,127.749	53,659.027	54,195.617	54,737.573	55,284.949	55,837.798	56,396.176	56,960.138	57,529.739	58,105.037	58,686.087	59,272.948
120 hr	53,127.749	53,659.027	54,195.617	54,737.573	55,284.949	55,837.798	56,396.176	56,960.138	57,529.739	58,105.037	58,686.087	59,272.948

Promotional pay increases shall be at the pay rates directly vertical from current employee pay rates to the rates for the new job class as outlined on this pay plan.

**ARTICLE 370 PAY PLAN
2014-2015**

	13	14	15	16	17	18	19	20	21	22	23	24	25	
	44,836.468	45,284.832	45,737.681	46,195.058	46,657.008	47,123.578	47,594.814	48,070.762	48,551.470	49,036.985	49,527.354	50,022.628	50,522.854	FF1
	49,320.483	49,813.688	50,311.825	50,814.943	51,323.093	51,836.324	52,354.687	52,878.234	53,407.016	53,941.086	54,480.497	55,025.302	55,575.555	FF2
	54,251.423	54,793.938	55,341.877	55,895.296	56,454.249	57,018.791	57,588.979	58,164.869	58,746.518	59,333.983	59,927.323	60,526.596	61,131.862	Eng
	54,251.423	54,793.938	55,341.877	55,895.296	56,454.249	57,018.791	57,588.979	58,164.869	58,746.518	59,333.983	59,927.323	60,526.596	61,131.862	RT
	59,673.611	60,270.347	60,873.050	61,481.781	62,096.599	62,717.565	63,344.740	63,978.188	64,617.970	65,264.149	65,916.791	66,575.959	67,241.718	P1
	61,165.821	61,777.479	62,395.254	63,019.206	63,649.398	64,285.892	64,928.751	65,578.039	66,233.819	66,896.157	67,565.119	68,240.770	68,923.178	P2
	62,362.544	62,986.169	63,616.031	64,252.191	64,894.713	65,543.660	66,199.097	66,861.088	67,529.699	68,204.996	68,887.046	69,575.916	70,271.675	LT
	65,642.450	66,298.874	66,961.863	67,631.482	68,307.797	68,990.875	69,680.783	70,377.591	71,081.367	71,792.181	72,510.103	73,235.204	73,967.556	Capt
	65,642.450	66,298.874	66,961.863	67,631.482	68,307.797	68,990.875	69,680.783	70,377.591	71,081.367	71,792.181	72,510.103	73,235.204	73,967.556	Training Capt.
	65,642.450	66,298.874	66,961.863	67,631.482	68,307.797	68,990.875	69,680.783	70,377.591	71,081.367	71,792.181	72,510.103	73,235.204	73,967.556	(80 hr)
	65,642.450	66,298.874	66,961.863	67,631.482	68,307.797	68,990.875	69,680.783	70,377.591	71,081.367	71,792.181	72,510.103	73,235.204	73,967.556	(120 hr)
	54,423.791	54,968.029	55,517.709	56,072.886	56,633.615	57,199.951	57,771.951	58,349.670	58,933.167	59,522.499	60,117.724	60,718.901	61,326.090	Inspector 1
	54,423.791	54,968.029	55,517.709	56,072.886	56,633.615	57,199.951	57,771.951	58,349.670	58,933.167	59,522.499	60,117.724	60,718.901	61,326.090	(80 hr)
	54,423.791	54,968.029	55,517.709	56,072.886	56,633.615	57,199.951	57,771.951	58,349.670	58,933.167	59,522.499	60,117.724	60,718.901	61,326.090	(120 hr)
	59,865.678	60,464.334	61,068.978	61,679.667	62,296.464	62,919.429	63,548.623	64,184.109	64,825.950	65,474.210	66,128.952	66,790.242	67,458.144	Inspector 2
	59,865.678	60,464.334	61,068.978	61,679.667	62,296.464	62,919.429	63,548.623	64,184.109	64,825.950	65,474.210	66,128.952	66,790.242	67,458.144	(80 hr)
	59,865.678	60,464.334	61,068.978	61,679.667	62,296.464	62,919.429	63,548.623	64,184.109	64,825.950	65,474.210	66,128.952	66,790.242	67,458.144	(120 hr)

Promotional pay increases shall be at the pay rates directly vertical from current employee pay rates to the rates for the new job class as outlined on this pay plan.

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives.

Javier Gonzales, Mayor

Date

Oscar Rodriguez, Finance Director

Date

ATTEST:

Yolanda Y. Vigil, City Clerk

Date

APPROVED AS TO FORM:

City Attorney

Date

Santa Fe Firefighters Association – IAFF Local 2059

Gerard Sena, President

Date

David England, Secretary

Date