

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 willmay 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.

The employee must have sufficient annual leave available for the requested time off.

Leave used by bargaining unit employees will not be affected by leave used by Battalion Chiefs.

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

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

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

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

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 II 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 Technician Cert within 1 year	Prevention Internship (4 hrs)
	FAA ARFF Qualified		ICC Fire Inspector I & II Certificate	Fire Dispatch Internship (4 hrs)
	Completion of Lieutenant Task Book		IFSAC Fire Inspector I Certificate	NM Instructor/Coordinator Cert. 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.~~
 - e. ~~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)	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. (80 hr)
	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	(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 (80 hr)
	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	(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 (80 hr)
	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	(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	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
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	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
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	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
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
	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
	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
	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
	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
	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
	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
	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
	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
	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
	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
	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
	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
	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

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