



Agenda

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PUBLIC SAFETY COMMITTEE
Tuesday, October 20, 2015, 4:00 PM
City Council Chambers
200 Lincoln Avenue, Santa Fe, NM 87501

AMENDED

1. Roll Call
2. Approval of agenda
3. Approval of Tuesday, August 18, 2015 minutes
4. New business: Action Item
 - A. 2016 Proposed Meeting Dates for Public Safety Committee (Nancy Jimenez, Police Fiscal Administrator)
 - B. Request for approval of Collective Bargaining Agreement Between the City of Santa Fe and the Santa Fe Firefighters Association (Paul Babcock, Assistant Fire Chief)
 - C. Presentation of Standards of Cover Guidelines (Erik Litzenberg, Fire Chief)
 - D. Emergency Apparatus & Vehicle Fleet Plan 2015-2025 (Jan Snyder, Assistant Fire Chief)

New Business: Informational Item:

- A. Zozobra/Fiestas after action report (CAPT Paulk/ LT Lamb)
 - B. 7 Major Crimes statistics/all other crimes (LT Lamb)
 - C. Drug Tip Hotline (LT Lamb/SGT Valdez)
5. Matters from Municipal Court Judge Ann Yalman
 6. Matters from Interim Police Chief Patrick Gallagher
 7. Matters from Fire Chief Erik Litzenberg
 8. Matters from the Regional Emergency Communications Center Ken Martinez
 9. Communications from the Floor
 10. Matters from Committee Members
 11. Adjournment

For information regarding the agenda, you can call Nancy Jimenez at 955-5008 or Athena Martinez at 955-5010. Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6520, five (5) working days prior to meeting date.

INDEX SUMMARY OF MINUTES

Public Safety Committee

August 18, 2015

<u>INDEX</u>	<u>ACTION TAKEN</u>	<u>PAGE(S)</u>
Cover Page		Page 1
Call to Order and Roll Call Meeting was held at the Public Safety Complex, 35 Camino Justicia, Santa Fe, NM, a tour of the RECC continued after adjournment of the regular scheduled PSC meeting.	Councilor Dimas, Chair for the Public Safety Committee called the meeting to order at 4:00 pm. A quorum was declared by roll call.	Page 2
Review and Approval of Agenda	<i>Dr. Mier moved to approve the agenda as presented, second by Mr. Johnson, motion carried by unanimous voice vote.</i>	Page 2
Approval of July 21, 2015 Minutes	<i>Mr. Mizrahi moved to approve the minutes of June 16, 2015 as presented, second by Mr. Johnson, motion carried by unanimous voice vote.</i>	Page 2
Old Business	<i>None – Remove from future agendas</i>	Page 3
New Business A. Informational, Zozobra Overview B. Proposed resolution directing staff to research options for City Departments to initiate collections of delinquent fees and payments for services rendered. C. Proposed resolution declaring the City of Santa Fe, NM a hybrid entity for purposes of HIPAA and HITECH compliance D. Proposed resolution amending Rule 16A of the City of Santa Fe Personnel Rules and Regulations regarding drug and alcohol testing policies for Transit Division employees who perform safety sensitive functions.	<i>Mr. Harris moved to recommend approval of the proposed resolution directing staff to research options for City Departments to initiate collections of delinquent fees and payments for services rendered, second by Mr. Trujillo, motion carried by unanimous voice vote.</i> <i>Dr. Mier moved to approve the proposed resolution declaring the City of Santa Fe, NM a Hybrid Entity for purposes of HIPAA and HITECH compliance, second by Mr. Harris, motion carried by unanimous voice vote.</i> <i>Mr. Trujillo moved to approve the proposed resolution amending Rule 16A of the City of Santa Fe Personnel Rules and Regulations regarding drug and alcohol testing policies for Transit Division employees who perform safety sensitive functions, second by Mr. Mizrahi, motion carried by unanimous voice vote.</i>	Page 3-5

INDEX SUMMARY OF MINUTES
Public Safety Committee
August 18, 2015

Matters from the Municipal Court	<i>Report included in meeting packet.</i>	Page 5
Matters from Police Chief Patrick Gallagher	<i>Informational</i>	Page 5
Matters from Fire Chief Litzenberg	<i>Informational</i>	Page 5
Matters from the Regional Emergency Communications Center	<i>Informational – tour of facility following meeting.</i>	Page 5-6
Matters from Committee Members	<i>Informational</i>	Page 6
Communications from the Floor	<i>None</i>	Page 6
Adjournment and Signature Page	Meeting was adjourned at 5:15 pm	Page 6

PUBLIC SAFETY COMMITTEE
Tuesday, July 21, 2015, 4:00 pm – 5:15 pm
Public Safety Complex
35 Camino Justicia, Santa Fe, NM 87508

MINUTES

Meeting was called to order at 4:00 pm by Councilor Bill Dimas, Chair for the Public Safety Committee. Roll call reflects quorum.

1. Roll Call

Present

Councilor Bill Dimas, Chair
Joe Arellano
Peter Mizrahi
Dr. Mike Mier
Eric Johnson
Herbert Harris
David Trujillo

Absent/Excused

Dr. Nancy Owen Lewis
Mike Bowen

Others Present:

Patrick Gallagher, Interim Police Chief
Police Captain Marvin Paulk
Police Lieutenant James Lamb
Police Sgt. Christopher McCord
Mario Salbidrez, Deputy Chief, SFPD
John Schaerfl, Deputy Chief, SFPD
Erik Litzenberg, Santa Fe Fire Chief
Fran Lucero, Stenographer

The Chair welcomed and introduced the Interim Police Chief, Mr. Patrick Gallagher. The Public Safety Committee took a moment of silence in memory of Police Chief Felix Lujan who passed away on August 17, 2015.

2. Approval of Agenda

Dr. Mier moved to approve the agenda as presented, second by Mr. Johnson, motion carried by unanimous voice vote.

3. Approval of July 21, 2015 Minutes

No changes from staff or committee members.

Mr. Mizrahi moved to approve the minutes of July 21, 2015 as presented, second by Mr. Johnson, motion carried by unanimous voice vote.

4. Old Business

Remove from future agendas.

5. New Business

- A. Informational – Zozobra Overview (Police Captain Marvin Paulk, Police Lieutenant James Lamb, Sgt. Christopher McCord)

Last years plan worked very well, no reported incidents. This year there are some changes on the scheduling; there is a 5K and 10K run and the Mariachi Concert the next day after Zozobra at Ft. Marcy Park. Arts & Crafts will set up on Thursday and the plaza will be closed and we will work to assure there is enough security downtown after Zozobra. Cross of the Martyrs will also be closed, Kiwanis has permitted this area. Kiwanis is also working with those who will be boarding the train to return to Albuquerque. This year, new software will be used to assist us in locating police staff at all times. There will be a missing child's booth this year as last year this was a need, although all children were reconnected with their parents. There will be officers at the gates to assure all children are safe and accounted for. Fiesta related events and their coordinating times were detailed for the PSC members. Normally they refer to the burning of Zozobra at dusk; the starting time will be 9:30 pm. As noted above the Mariachi Concert is also at Ft. Marcy Field and expected attendance is about 2,000 - 3,000 people.

Sgt. McCord talked about the traffic plan in detail. The Public Safety Committee members complimented the Santa Fe Police staff on an exemplary plan for handling traffic.

Member Arellano asked how many officers will be on board and how many would be transferred to the Plaza area.

Lt. Lamb said they have 25 officers in the interior and 35 in the exterior. They have volunteers from the sheriff department's that day. This is not including the traffic team, State Police and Motor Transportation. Staging for the officers will be on the plaza and they will be on a shift until 3:00 am. Lt. Lamb said he will be in command. There will be food vendors at Zozobra and as in years past they as patrons to leave; this year they will not be pushing them out quickly. They are encouraging them to eat if they are going downtown to drink.

Lt. Lamb said there would be officers posted downtown to assure that the public are routed correctly and safely to the areas they are trying to reach. There is private security for the Arts and Crafts area. The public that is going to the bars can walk through under the portals to reach their destination.

Member Trujillo said he knows that they have exhaustion fans in the parking structure and hopes they use them. Sgt. McCord said that there were so many cars idling in the parking garage last year that the exhaust fans don't function as well. The rerouting of the traffic will get them out of the parking garage rapidly.

Lt. Lamb said they will also have officers patrolling the parking garages for safety.

The Chair asked who would be monitoring that the attendees don't overdrink at the Mariachi Concert and that they are of age to be drinking.

Sgt. McCord: It was understood that the Fiesta Council is managing this effort, they are wearing a band bracelet with two punches which is easier to detect, they are only allowed 2 drinks, either 2 beers or 2 wines. They have a good plan to manage the alcohol and also for identification.

Sgt. McCord said that they will also use air support in order to have more information on traffic flow review and how to be better next year.

Member Johnson also extended his compliments to the Police and Fire Department, “the plan sounds great.”

The Chair extended his compliments to SFPD on the extensive, detailed work that has been done on the plan. “Great job, thank you.”

RECC will have 2 added operators on hand to handle all calls during this busy period.

- B. Proposed resolution directing staff to research options for City Departments to initiate collections of delinquent fees and payments for services rendered.

Jesse Guillen, Legislative Liaison for the City of Santa Fe provided information on the lost revenue and means to recover. This resolution will direct staff to come up with a system for collections.

Mr. Harris moved to recommend approval of the proposed resolution directing staff to research options for City Departments to initiate collections of delinquent fees and payments for services rendered, second by Mr. Trujillo, motion carried by unanimous voice vote.

- C. Proposed resolution declaring the City of Santa Fe, NM a Hybrid Entity for purposes of HIPAA and HITECH compliance.

Therese Gheen, Assistant City Attorney explained the request for approval of a resolution designating Santa Fe as a Hybrid entity for purposes of HIPAA and H-tech compliance, directing the city Manager to designate a security official and a privacy official; and appointing a HIPAA Compliance Committee. Two city functions make it a “covered entity” under HIPAA. It provides health care services through its Fire Department and has a self-insured health plan administered through the Human Resources Department with a third-party insurer. We recommend the City identify these parts as “health care components” and some other parts as “business associates” in that they might create, receive, maintain or transmit PHI on behalf of the identified health care components. Other parts of the City do not provide functions covered under HIPAA. Therefore, by designating itself as a Hybrid entity, the City will reduce compliance costs and exposure to potential liability

Dr. Mier moved to approve the proposed resolution declaring the City of Santa Fe, NM a Hybrid Entity for purposes of HIPAA and HITECH compliance, second by Mr. Harris, motion carried by unanimous voice vote.

- D. Proposed resolution amending Rule 16A of the City of Santa Fe Personnel Rules and Regulations regarding drug and alcohol testing policies for Transit Division employees who perform safety sensitive functions.

Debbie Rouse from the City Risk and Safety Department stated that it had been requested who would be the person to answer any questions on drug testing and who would testify on the policy and procedure. Rule 16A needs to be amended to be consistent with the requirements of the Omnibus Transportation Employee Testing Act of 1991 and Federal Transit Administration Regulations, 49 CFR Parts 655 which sets standards for the collection and testing of urine and

breath specimens; and Rule 16A is intended to achieve a drug and alcohol-free workplace and to reduce the probability of accidents or incidents related to the use and/or abuse of alcohol and other drugs by employees and to establish procedures for drug and alcohol testing and to encourage early intervention through supervisory involvement.

Mr. Trujillo moved to approve the proposed resolution amending Rule 16A of the City of Santa Fe Personnel Rules and Regulations regarding drug and alcohol testing policies for Transit Division employees who perform safety sensitive functions, second by Mr. Mizrahi, motion carried by unanimous voice vote.

6. Municipal Court

Report included in packet.

7. Matters from Interim Police Chief Patrick Gallagher

Thank you for the nice welcome. Chief Gallagher said he has taken time to assess the department and to date he is very impressed with the work that is being done on the police force. One of the main things he is doing right now is listening; communication is important and key to success of the Santa Fe Police Department. Chief Gallagher said that there are 17 vacancies right now. There are 17 candidates in background check and 5 in the Academy. Discussion will continue with the City Manager on how to increase recruitment. Chief Gallagher welcomes input from the Public Safety Committee members.

Chief Gallagher addressed the concerns from the last week escape of the inmate. All steps were taken to assure public safety of this community. The Chair said that he feels everything that was done by the Police Department was what had to be done to capture this individual.

Member Arellano said he is proud to say that the SFPD has a great team on board.

The Chair said starting next month he would like to discuss the property crime comparisons.

The Chief said he is working not only on burglary but the 7 crime areas that need to be monitored.

The Chair would like to see a correlation of what is happening with the drug tip line and other reports. He would like this to be placed on future agendas.

The Chair said we have two great Deputy Chiefs, Mario Salbidrez, Deputy Chief, SFPD
John Schaerfl, Deputy Chief, SFPD.

8. Matters from Santa Fe Fire Department

Fire Chief Erik Litzenberg

The academy of 17 – is in their home stretch. 18 weeks class they are in the last 3 weeks. Graduation is September 10th at the Convention Center and invited the PSC members to attend.

Chief Litzenberg said that they have been sending firefighters to help with the California Fires. “We are doing what we can to assist in a time of need.”

9. Matters from the Regional Emergency Communications Center

Thank you for being here to tour the center today.

July Calls:

21 calls on drug tip hotline

Mr. Martinez has met with Lt. Lamb and they have come up with a process on how to track the calls. The Chair asked Deputy Chief Salbidrez on the status of the bumper stickers with the drug hot line number. Wit the calls down there is a concern that we aren't getting the word out. Deputy Chief Salbidrez said that the stickers are in most of the black and white units and he will find out the status of the bumper stickers and report at next meeting.

Mr. Martinez said that there was a tremendous amount of incoming calls during the escape of the inmate. The outbound calls from RECC go out to the residents in the area to let them know about the incident and their safety during a crisis time. Mr. Martinez said they have a unique call out system for specific incidents that provide information to the residents in areas of concern.

The Chair said we need to get the word out on Nixel. There should be a method to get this out to the public.

Mr. Harris asked what formalized training do the 911 Operators have.

Mr. Martinez said it is a very long process to train a 911 operator. The total process to train an operation is a full year, there is an RECC Academy they all go through and they are licensed by the state as an EMD. Turnover is high with the types of calls they handle and long hours.

Member Johnson said that these phone calls are very important to the elderly; they are not using high tech methods to get information. Thank you for making these calls.

10. Matters from Committee Members

None – Tour of the RECC continued after adjournment of meeting.

11. Communications from the Floor

None

12. Adjournment

There being no further business to come before the Public Safety Committee the Chair called for adjournment at 5:15 pm.

Signature Page:

Councilor Bill Dimas, Chair



Fran Lucero, Stenographer

PUBLIC SAFETY COMMITTEE
PROPOSED MEETING DATES FOR 2015

4:00 PM

City Council Chambers

JANUARY 26, 2016

JULY 19, 2016

FEBRUARY 16, 2016

AUGUST 16, 2016

MARCH 15, 2016

SEPTEMBER 20, 2016

APRIL 19, 2016

OCTOBER 18, 2016

MAY 17, 2016

NOVEMBER 15, 2016

JUNE 21, 2016

DECEMBER 20, 2016

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, 20152 through June 30, 20185

***With changes to Whole Agreement effective July 1, 20154
incorporated***

Year Number 13 of Whole Agreement

TABLE OF CONTENTS

	PAGE NO.
SECTION I	
Article 101	Preamble 1
Article 102	Recognition 1
Article 103	Rules and Regulations 1
Article 104	Existing Conditions 2
Article 110	Discrimination 2
Article 111	Union Activity 2
Article 112	Union Business 2
Article 115	Union Use of City Facilities 4
Article 116	Bulletin Board Space 4
Article 117	Printing and Supplying of Agreement 4
Article 120	Dues Deduction 4
Article 121	Fair Share 5
Article 125	Management Rights 5
Article 130	Emergency Employee 5
Article 131	Contracting Out 6
Article 132	Strike 6
Article 133	Volunteers 6
Article 134	Layoff 7
Article 135	Recall 7
Article 136	Retiree Rehire 7
Article 140	Successors 7
Article 141	Savings Clause 8
Article 142	Gender 8
Article 143	Domestic Partnership 8
Article 150	Duration of the Agreement 8
SECTION II	
Article 201	Grievance Procedure 10
Article 202	Discipline/Corrective Action and Discharge 12
Article 203	Arbitration Procedure 15
Article 210	Staffing Levels 17
Article 211	Shift Engineers 19
Article 212	Lieutenants 19
Article 213	Shift Trades 20
Article 214	Shift and Station Transfers 21

Article 220	Labor-Management Committee	22
Article 221	Health and Safety	24
Article 225	Personnel Protective Equip. and Uniforms	25
Article 230	Training	27
Article 231	Travel	29
Article 240	Seniority	29
Article 241	Hours of Work	30
Article 242	Leave of Absence	31
Article 243	Modified Work Assignments	32
Article 245	Compensatory Time	34
Article 248	Voluntary Demotion	34
Article 250	Extreme Weather	34
Article 251	Station Maintenance	34
Article 252	Maintenance and Repair	34
Article 253	Emergency Assistance for EVT	35
Article 255	Drug and Alcohol Testing	35
Article 256	Counseling Services	35
Article 258	Technological Change	35
SECTION III		
Article 301	Administrative Leave	37
Article 302	Annual Leave Accrual and Use	37
Article 303	Personal Holiday	40
Article 305	Sick Leave Accrual	41
Article 306	Sick Leave Bank	43
Article 310	Funeral Leave	44
Article 311	Educational Leave	45
Article 312	Family Medical Leave Act	46
Article 313	Military Leave	46
Article 314	Honor Guard	46
Article 315	Court Leave	47
Article 320	Annual Leave Buy Back	48
Article 321	Sick Leave Buy Back	48
Article 322	Sick Leave at Retirement	49
Article 330	Overtime	49
Article 331	Special Skill Pay	52
Article 332	Holidays	52
Article 335	Fire Inspectors Standby Compensation	54
Article 336	Per Diem	54

Article 340	Promotional Policy	55
Article 345	Insurance Benefits	63
Article 350	Wage/Salary Survey	64
Article 360	City of SF Pick-up of PERA Contributions	64
Article 361	Base Rate Adjustment - FY14-15	65
Article 362	Cost of Living Adjustment – FY14-15	65
Article 363	Time in Service Step Increase	65
Article 370	Pay Plan	66
	Signature Page	70

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.