

**AMENDMENT NO. 1
TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF SANTA FE
AND THE SANTA FE FIREFIGHTERS ASSOCIATION INTERNATIONAL ASSOCIATION OF FIREFIGHTERS-
LOCAL 2059**

This Amendment is made and entered into as of this 29th day of June 2022, by and between the City of Santa Fe, a political subdivision of the State of New Mexico (hereinafter referred to as “the City”) and Local 2059 City of Santa Fe Employees of the Santa Fe Firefighters Association-International Association of Firefighters-Local 2059 (“Union”) (herein referred to as the “Union”).

WHEREAS, the City and the Union entered into a Collective Bargaining Agreement effective July 1, 2021 through June 30, 2024; and

WHEREAS, the parties agree that the City of Santa Fe values its employees and takes appropriate measures to provide compensation that assists in the recruitment and retention of qualified employees;

WHEREAS, the Governing body approved a budget allocation in the amount equivalent to an eight (8) percent salary increase for fiscal year 2023 effective the first full pay period in July 2022 for the Santa Fe Firefighters Association-International Association of Firefighters-Local 2059;

NOW, THEREFORE, the parties agree to the following:

TERM OF AMENDMENT. This Amendment shall remain in full force and effect until a successor agreement to the current collective bargaining agreement is approved.

EFFECTIVE DATE. The parties agree that, so long as both parties sign this Amendment, the “effective date” is the first full pay period following Governing Body approval.

TERMS.

ARTICLE 361-BASE RATE ADJUSTMENT (FISCAL YEAR 2021/2022) reads:

Bargaining unit employees shall receive a four (4) percent salary increase effective the first full pay period in fiscal year 2021/2022 following approval of this agreement by the City’s Governing Body.

The amended language shall read:

ARTICLE 361-BASE RATE ADJUSTMENT (FISCAL YEAR 2021/2022)

Bargaining unit employees shall receive a four (4) percent salary increase effective the first full pay period in fiscal year 2021/2022 following approval of this agreement by the City’s Governing Body.

BASE RATE ADJUSTMENT (FISCAL YEAR 2022/2023)

Bargaining unit employees shall receive an eight (8) percent salary increase effective the first full pay period in fiscal year 2022/2023 following approval of this agreement by the City’s Governing Body.

ARTICLE 370- PAY PLAN shall be replaced with the following:

To calculate an average base annual salary, multiply by 2912 for shift employees. To calculate an average base annual salary, multiply by 2080 for non-shift employees.

2022-2023 Pay Plan															
Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Position Title															
Firefighter I (F114)	16.0460	16.2065	16.3685	16.5322	16.6975	16.8645	17.0332	17.2035	17.3755	17.5493	17.7248	17.9020	18.0810	18.2618	18.4445
Firefighter II (F115)	17.6511	17.8276	18.0059	18.1859	18.3678	18.5515	18.7370	18.9244	19.1136	19.3047	19.4978	19.6928	19.8897	20.0886	20.2895
Paramedic I (F119)	21.3566	21.5702	21.7859	22.0037	22.2238	22.4460	22.6705	22.8972	23.1261	23.3574	23.5910	23.8269	24.0652	24.3058	24.5489
Paramedic II (F119B)	21.8901	22.1090	22.3301	22.5534	22.7789	23.0067	23.2368	23.4692	23.7038	23.9409	24.1803	24.4221	24.6663	24.9130	25.1621
Engineer (F117)	19.4156	19.6098	19.8059	20.0039	20.2040	20.4060	20.6101	20.8162	21.0243	21.2346	21.4469	21.6614	21.8780	22.0968	22.3177
Rescue Tech (F117)	19.4156	19.6098	19.8059	20.0039	20.2040	20.4060	20.6101	20.8162	21.0243	21.2346	21.4469	21.6614	21.8780	22.0968	22.3177
Inspector I															
Non 24hr (125 A)	27.2679	27.5406	27.8160	28.0941	28.3751	28.6588	28.9454	29.2349	29.5272	29.8225	30.1207	30.4219	30.7262	31.0334	31.3437
24 hr (125B)	19.4786	19.6734	19.8701	20.0688	20.2695	20.4722	20.6769	20.8837	21.0925	21.3035	21.5165	21.7317	21.9490	22.1685	22.3901
Inspector II															
Non 24hr (126A)	29.9951	30.2951	30.5980	30.9040	31.2130	31.5252	31.8404	32.1588	32.4804	32.8052	33.1333	33.4646	33.7992	34.1372	34.4786
24 hr (126B)	21.4250	21.6393	21.8556	22.0742	22.2949	22.5179	22.7431	22.9705	23.2002	23.4322	23.6665	23.9032	24.1422	24.3836	24.6275
Lieutenant (F120)	22.3191	22.5423	22.7677	22.9954	23.2253	23.4576	23.6922	23.9291	24.1684	24.4101	24.6542	24.9007	25.1497	25.4012	25.6552
Captain															
Training Captain															
Deputy Fire Marshall															
Non 24hr (121B)	32.8884	33.2173	33.5495	33.8850	34.2238	34.5660	34.9117	35.2608	35.6134	35.9696	36.3293	36.6925	37.0595	37.4301	37.8044
24 hr (F121)	23.4917	23.7266	23.9639	24.2035	24.4456	24.6900	24.9369	25.1863	25.4381	25.6925	25.9495	26.2089	26.4710	26.7357	27.0031
Year	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Position Title															
Firefighter I (F114)	18.6289	18.8152	19.0033	19.1934	19.3853	19.5792	19.7750	19.9727	20.1724	20.3742	20.5779	20.7837	20.9915	21.2014	21.4134
Firefighter II (F115)	20.4924	20.6973	20.9043	21.1133	21.3245	21.5377	21.7531	21.9706	22.1903	22.4122	22.6363	22.8627	23.0913	23.3222	23.5555
Paramedic I (F119)	24.7943	25.0423	25.2927	25.5456	25.8011	26.0591	26.3197	26.5829	26.8487	27.1172	27.3884	27.6623	27.9389	28.2183	28.5005
Paramedic II (F119B)	25.4137	25.6679	25.9245	26.1838	26.4456	26.7101	26.9772	27.2470	27.5194	27.7946	28.0726	28.3533	28.6368	28.9232	29.2124
Engineer (F117)	22.5409	22.7663	22.9940	23.2239	23.4562	23.6907	23.9276	24.1669	24.4086	24.6527	24.8992	25.1482	25.3997	25.6537	25.9102
Rescue Tech (F117)	22.5409	22.7663	22.9940	23.2239	23.4562	23.6907	23.9276	24.1669	24.4086	24.6527	24.8992	25.1482	25.3997	25.6537	25.9102
Inspector I															
Non 24hr (125 A)	31.6572	31.9738	32.2935	32.6164	32.9426	33.2720	33.6047	33.9408	34.2802	34.6230	34.9692	35.3189	35.6721	36.0288	36.3891
24 hr (125B)	22.6140	22.8402	23.0686	23.2993	23.5323	23.7676	24.0053	24.2453	24.4878	24.7327	24.9800	25.2298	25.4821	25.7369	25.9943
Inspector II															
Non 24hr (126A)	34.8234	35.1716	35.5233	35.8786	36.2373	36.5997	36.9657	37.3354	37.7087	38.0858	38.4667	38.8513	39.2399	39.6323	40.0286
24 hr (126B)	24.8738	25.1225	25.3737	25.6275	25.8837	26.1426	26.4040	26.6680	26.9347	27.2041	27.4761	27.7509	28.0284	28.3087	28.5917
Lieutenant (F120)	25.9118	26.1709	26.4326	26.6969	26.9639	27.2335	27.5059	27.7809	28.0587	28.3393	28.6227	28.9090	29.1980	29.4900	29.7849
Captain															
Training Captain															
Deputy Fire Marshall															
Non 24hr (121B)	38.1824	38.5642	38.9499	39.3394	39.7328	40.1301	40.5314	40.9367	41.3461	41.7595	42.1771	42.5989	43.0249	43.4551	43.8897
24 hr (F121)	27.2731	27.5459	27.8213	28.0995	28.3805	28.6643	28.9510	29.2405	29.5329	29.8282	30.1265	30.4278	30.7321	31.0394	31.3498

NO FURTHER AGREEMENT. This Amendment incorporates all the agreements and understandings between the parties hereto concerning compensation. This Amendment expresses the entire agreement and understanding between the parties. No prior agreement or understanding, verbal or otherwise, of the parties or their representatives shall be valid or enforceable unless embodied in this amendment regarding compensation. This Amendment does not set a precedence that previous practices will result in an Amendment.

IN WITNESS WHEREOF, each party has signed this agreement and affixed the signature of their authorized representatives.



Alan Webber, Mayor

Jul 1, 2022

Date

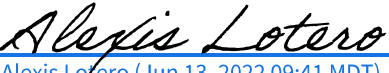


Brian J Moya (Jun 10, 2022 16:57 MDT)

Brian Moya, Fire Chief

Jun 10, 2022

Date



Alexis Lotero (Jun 13, 2022 09:41 MDT)

Alexis Lotero, Acting Finance Director

Jun 13, 2022

Date

ATTEST:



Kristine Bustos-Mihelcic, City Clerk
GB MTG 06/29/2022

Jul 5, 2022

Date

APPROVED AS TO FORM:



Christopher W. Ryan (Jun 10, 2022 13:19 MDT)

Christopher Ryan,
Senior Assistant City Attorney

Jun 10, 2022

Date

Santa Fe Firefighters Association – IAFF Local 2059

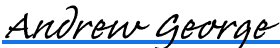


Adan Lopez (Jun 10, 2022 16:26 MDT)

Adan Lopez, President

Jun 10, 2022

Date



Andrew George (Jun 10, 2022 16:28 MDT)

Andrew George, Secretary

Jun 10, 2022

Date

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, 2021 through June 30, 2024
Year Number 1 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 105	Probationary Period 2
Article 110	Discrimination 2
Article 111	Union Activity 3
Article 112	Union Business 3
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 5
Article 125	Management Rights 5
Article 130	Emergency Employee 6
Article 131	Contracting Out 6
Article 132	Strike 6
Article 133	Volunteers 7
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 215	ARFF	22
Article 220	Labor-Management Committee	23
Article 221	Health and Safety	25
Article 225	Personnel Protective Equip. and Uniforms	27
Article 230	Training	29
Article 231	Travel	31
Article 240	Seniority	31
Article 241	Shifts and Hours of Work	32
Article 242	Leave of Absence	33
Article 243	Modified Work Assignments	34
Article 245	Compensatory Time	35
Article 248	Voluntary Demotion	36
Article 250	Extreme Weather	36
Article 251	Station Maintenance	36
Article 252	Maintenance and Repair	36
Article 253	Emergency Assistance for Fire Fleet Sec.	37
Article 255	Drug and Alcohol Testing	37
Article 256	Counseling Services	37
Article 258	Technological Change	37
SECTION III		
Article 301	Administrative Leave	38
Article 302	Annual Leave Accrual and Use	38
Article 303	Personal Holiday	42
Article 305	Sick Leave Accrual and Use	42
Article 306	Sick Leave Bank	45
Article 310	Funeral Leave	46
Article 311	Educational Leave	46
Article 312	Family Medical Leave Act	47
Article 313	Military Leave	47
Article 314	Honor Guard	48
Article 315	Court Leave	48
Article 320	Annual Leave Buy Back	49
Article 321	Sick Leave Buy Back	49
Article 322	Sick Leave at Retirement	50
Article 330	Overtime	51
Article 331	Special Skills	54
Article 332	Holidays	54

Article 335	Fire Inspectors Standby Compensation	55
Article 336	Per Diem	56
Article 340	Promotional Policy	56
Article 345	Insurance Benefits	65
Article 350	Wage/Salary Survey	67
Article 360	City of SF Pick-up of PERA Contributions	67
Article 361	Base Rate Adjustment – FY21-22	67
Article 362	Cost of Living Adjustment – FY21-22	67
Article 363	Time in Service Step Increase	68
Article 364	Payroll Discrepancies	68
Article 370	Pay Plan	69
	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, EMS Captain, Deputy Fire Marshal, and any other positions created during the term of this agreement that will be mutually agreed upon for inclusion in the bargaining unit.

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) 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 biweekly (26 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 125-MANAGEMENT RIGHTS

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

1. direct employees and evaluate their performance;
2. determine the location and operation of its facilities;
3. determine the standards for work, hiring, promotion, transfer, assignment, and retention of employees in positions;
4. determine scheduling necessary to carry out the Employer's functions;
5. relieve an employee from duties because of a reduction in force or for just cause;
6. determine methods, means, equipment, and personnel by which the Employer's operations are to be conducted;
7. 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 may be converted to a classified employee within ninety (90) calendar days.

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 2500-5-2 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, 2024.

Negotiations of Section III of the Agreement shall begin no later than October 1, 2021 for fiscal year 2022-2023, and no later than October 1, 2022 for fiscal year 2023-2024 with each negotiations cycle being complete on or before December 31 of each year. In addition, each party may open up a maximum of three (3) articles from Section I and/or II of the Agreement for negotiation. Additional articles may be opened upon mutual agreement of both parties.

Negotiations for a subsequent agreement shall begin no later than October 1, 2023 and be complete on or before December 31, 2023.

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

SECTION II

ARTICLE 201-GRIEVANCE PROCEDURE

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

Informal Resolution

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

Formal Resolution

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

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

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

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

Step 1:

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

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

Step 2:

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

Miscellaneous

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

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

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

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

ARTICLE 202-DISCIPLINE/CORRECTIVE ACTION AND DISCHARGE

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

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

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

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

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

Informal Investigations

1. To initiate a disciplinary/corrective action, the supervisor shall conduct an Informal Investigation. The supervisor shall serve the implicated employee(s) and a Union representative with a Notice of Informal Investigation which shall describe the alleged conduct, action, or omission which forms the basis for the informal investigation, the date of discovery of the alleged infraction, and will provide the date, time, and place of the investigation meeting. This notice will also indicate the amount of time necessary to complete the investigation, not to exceed thirty (30) calendar days. This notice, in the form of a written memorandum, shall be served to the Employee and the Union within ten

(10) business days of the date of discovery of the alleged infraction. If an Employee is on leave when this period expires, it shall be extended until the first day the Employee returns to work.

2. The investigation meeting shall be considered part of the investigation. A Union steward must be present at the investigation meeting. An immediate supervisor and his or her supervisor or designee (excluding the Fire Chief) may be present at the investigation meeting. The investigation meeting shall serve as an opportunity for the supervisor and the employee to try to resolve any misunderstandings about the matter. The supervisor shall use this meeting to gather additional information, to hear the employee's side of the story, and to take into account any extenuating circumstances. If an Employee is on leave on the date an investigation meeting has been scheduled, the meeting shall be rescheduled on a date mutually agreed upon by both parties.
3. Upon completion of the informal investigation meeting, and no later than five (5) business days thereafter, the supervisor shall present the employee with either a memo stating that no formal disciplinary action is recommended or a Disciplinary/ Corrective Action form with the recommended action checked. The employee should sign this form as an acknowledgment that he/she is aware of the action being recommended. A signature does not indicate agreement with or acceptance of the recommended disciplinary action.
4. The Disciplinary/Corrective Action Form is forwarded to the Fire Chief for review.
5. If the employee wants to dispute the supervisor's recommendation, they may submit a written appeal to the Fire Chief. Appeals will be submitted no more than ten (10) business days after the first business day following the date the Employee was presented with the Disciplinary/Corrective Action form.
6. The Fire Chief may request a meeting with the Employee and a Union representative to discuss the appeal and its settlement. Upon review of the relevant facts, the Fire Chief may withdraw, modify or concur with the proposed action and forward it on to the Human Resources Director. The Fire Chief will notify the employee in writing of their decision no more than ten (10) business days after receiving the appeal.

7. The Human Resources Director shall review the documentation for completeness and compliance with the contract and forward it to the City Manager within five (5) business days.
8. The employee may file an appeal of the disciplinary action determined by the Fire Chief if it is a written reprimand, suspension, demotion, or termination. The employee will file such an appeal with the City Manager within ten (10) business days after the employee receives the recommendation of the Fire Chief.
9. The City Manager shall respond in writing within ten (10) business days of receipt of the written appeal and may within this time period request a meeting with the Employee and the Union to discuss the appeal and its settlement. Failure on the part of the City Manager to respond within ten (10) business days shall constitute a violation of this agreement.
10. If the appeal is not satisfactorily resolved at this level, and the recommended action is a suspension, demotion or termination, the appeal may be submitted to final and binding arbitration by the Union as per Article 203 (but not by the individual employee) within twenty (20) business days after the time for response of the City Manager. If the appeal is not submitted to final and binding arbitration by the Union within twenty (20) business days after the time for response of the City Manager, the City Manager's action shall be final and binding on the employee.

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

Disciplinary Actions:

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

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

1. Written reprimands – Not less than six (6) months

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

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

Miscellaneous:

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

ARTICLE 203-ARBITRATION PROCEDURE

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

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

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

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

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

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

The arbitrator's decision shall be final and binding on the parties. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement. However, the arbitrator may give appropriate interpretation or application to such terms and provide appropriate relief.

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

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

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

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

ARTICLE 210-STAFFING LEVELS

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

Shift:

Minimum staffing shall be Thirty-four (34) members per shift, not including the any personnel under the Support Services Division and Battalion Chiefs.

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

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

Station:

Minimum staffing shall be Five (5) members per station with the exception of Station 10 which will be staffed with a minimum of Two (2) ARFF active members.

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

Apparatus:

1. In no case will staffing on any Type 1 Engine, Type 6 Engine, Ladder, Rescue, Medic unit, or Tender drop below Two (2) while available for an emergency call and being used as an independent resource.
2. Minimum staffing on a Type 1 Engine or Quint/Ladder may only be reduced to Two (2) personnel if the Rescue has been reduced to Two (2) personnel.
3. Staffing of additional apparatus will only take place if Thirty-six (36) or more personnel are on duty.

Type 1 Engine and Quint/Ladder:

Each Type 1 Engine and Quint/Ladder shall be staffed with a minimum of Two (2) SFFD personnel: One (1) Engineer, One (1) Company Officer.

Medic Unit:

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

Rescue:

Each Rescue shall be staffed with a minimum of Two (2) Rescue Technicians, and One (1) SFFD personnel.

Crash Rescue Vehicle:

The Airport Crash Rescue Vehicle (ARFF) shall be staffed with a minimum of the FAA's part 139 requirements.

Type 6 Engine:

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

Tender:

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

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

ARTICLE 211-SHIFT ENGINEERS

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

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

When a permanent station engineer assignment becomes available, a Shift Engineer will be given an assignment without competition in the order they were promoted. If a Shift Engineer is offered a permanent station engineer assignment and declines, the individual will move to the bottom of the list.

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

212-LIEUTENANTS

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

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

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

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

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

Lieutenants who have successfully completed their mentorship may be offered overtime or be ordered in to work in accordance with Article 330 – Overtime. Such Lieutenants and Captains may trade shifts in accordance with Article 213 – Shift Trades.

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

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

ARTICLE 213– SHIFT TRADES

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

Shift trades will be entered into the staffing program by the collective bargaining unit member trading off/initiating the shift trade. Trades shall be

considered any time greater than one hour. In order for a trade to be approved, members must possess a balance of annual leave equal to or greater than twice the amount of hours traded.

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

ARTICLE 214 - SHIFT AND STATION TRANSFERS

Section 1 - Station Trade

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

Section 2 - Shift Change

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

Section 3 - New Fire Station/Station Vacancy

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

Section 4 - Involuntary Reassignment

Battalion Chiefs may reassign any employee if deemed in the best interest of the Department. Such reassignment may be temporary or permanent.

Reasons for such assignments shall be documented in writing and forwarded to the affected employees.

Section 5 – On-Call Trade

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

ARTICLE 215 - ARFF

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

ARFF active personnel will be FAA ARFF qualified. Only ARFF active members will be allowed to work at the Airport. One Captain, Two Lieutenants, and (3) three Firefighters with 3 years or greater per shift will be ARFF active.

Selection for ARFF active positions will be made as follows:

1. Any firefighter with (3) three years or greater may volunteer to be made ARFF active. If more than 9 members volunteer then selection will be based on seniority. When a member volunteers, they will be placed at ARFF for a minimum of 1 year, or until they promote as outlined in Article 340.
2. If fewer than nine (9) volunteers in the position of Firefighter with three (3) years of greater are identified, then Firefighters with two (2) years or more of experience, Engineers, Paramedics, and Rescue Technicians will be allowed to volunteer to participate in ARFF qualification. If these volunteers are used, the following will apply:
 - a. Preference will be given to classified firefighters. If there is still not enough participation to ensure adequate coverage,

volunteers from the positions of Paramedic, Engineer, and Rescue Technician will be allowed to participate based upon seniority, with no more than one (from all three positions combined) allowed per shift.

- b. When the member assigned to cover Station 10 is a classified Paramedic, Engineer, or Rescue Technician and overtime is needed in one of those positions during the shift, that individual may be kept at Station 10 rather than moved into a spot elsewhere in the City.
3. If no volunteers are found then the Firefighters with (3) three years or greater may be assigned to ARFF based on reverse seniority. The three ARFF active Firefighters will be rotated fairly in and out of ARFF.

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

ARTICLE 220-LABOR-MANAGEMENT COMMITTEE

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

LMC shall have the authority to:

1. Discuss areas of mutual concern
2. Develop sub-committees of the LMC as deemed necessary
3. Clarify and/or amend, articles of this agreement
4. Review and discuss recommendations submitted by LMC sub-committees
5. Develop, agree upon, and sign memorandums of understanding (MOU's) deemed by both parties to be in the best interests of the Fire Department

LMC Sub-Committees

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

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

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

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

Memorandum of Understanding (MOU)

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

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

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

1. Clarification or amendment to articles of this Agreement.
2. Revision of SFFD Standard Operating Procedures, Standard Operating Guidelines, and/ or Rules and Regulations that effect working conditions.
3. A change in working conditions that have not been the subject of collective bargaining but exist on the effective date of this Agreement.
4. Adding, rescheduling, or canceling of promotional testing processes for any classified position represented by the Union as outlined in Article 340 – Promotional Policy.

A MOU amending articles of this Agreement must be approved by a simple majority vote of the Executive Board before the Union President (or their designee) may sign it. Executive Board members who are also members of

LMC must abstain from this vote. The Union membership must be notified of any such MOU being considered by LMC no less than ten (10) days prior to a vote by the Executive Board. Any MOU signed by the Union President (or their designee) less than ten (10) days prior to Union member notification and/ or without the approval of a majority of the Executive Board shall be invalid.

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

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

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

ARTICLE 221- HEALTH AND SAFETY

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

The Employer recognizes its obligation to comply with all applicable federal and state standards relating to health and safety in the Fire Department. The employee realizes that when engaging in emergencies or any and all activities, members shall exercise proper precautionary measures to avoid injury to self and others and that it shall be considered a disciplinary offense for any member to disturb any other member's personal safety equipment without that person's prior knowledge and approval. The Union through its various representatives will be accorded certain participatory rights relating to employee health and safety; however, it is not the intention of the parties that these provisions shall in any way diminish the Employer's exclusive responsibility as described in this article.

There shall be a joint Health and Safety Committee composed of up to three (3) representatives of both the Employer and the Union. The Union's representatives shall be designated by the Union and the Employer's

representatives by the Employer. Health and Safety Committee meetings will be counted as hours worked for bargaining unit employees.

The Health and Safety Committee shall:

1. Meet at least quarterly.
2. Make annual inspections of Fire Department facilities.
3. Make inspections of approved SFFD Personal Protective Equipment (PPE) per NFPA 1851. The PPE inspection form shall be completed by all Fire Department personnel and overseen by the Battalion Chief for Fire Captain and the Fire Captain for the personnel under their supervision. It is every firefighter's responsibility to maintain a constant awareness of the condition of his or her PPE and immediately report any defects in writing to the employee's immediate supervisor. Any firefighter may request an inspection at any time. It is the responsibility of the Fire Captain to report, per the chain of command, any discrepancies or deficiencies noted.
4. Make written recommendations for the correction of hazardous conditions or unsafe work methods which come to its attention. All recommendations will include a proposed schedule for implementation and estimate of costs involved.
5. Review all reports of job related accidents or injuries and make written recommendations to modify or add rules and procedures to further promote the avoidance of such incidents in the future.
6. Make written recommendations concerning the Fire Department's existing regular medical testing program to maintain or exceed compliance with NFPA 1582, 1992 Edition.
7. Provide members with information prior to the start of annual physicals which outlines what will and what will not be provided as well as provide education on the departmental exposure protocols.

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

The Employer agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices in accordance with NFPA 1914, 1991 Edition. Testing is to be conducted by an independent testing company,

other than the manufacturer prior to acceptance of a new aerial apparatus and annually thereafter. Copies of the test results shall be made available to the Health and Safety Committee for their review.

ARTICLE 225-PERSONNEL PROTECTIVE EQUIPMENT AND UNIFORMS

Section 1 – PPE

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

Section 2 – Eye Protection

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

Section 3 – Class C Uniforms

- A. The Employer will provide at no cost to new bargaining unit members four pants, six Santa Fe Fire Department T-shirts, one jacket with liner, one pair of boots, one squad suit if requested, and one sweatshirt.
- B. Bargaining unit members will maintain a minimum of four (4) complete sets of Class C uniforms for inspection purposes. All uniforms shall comply with NFPA 1975, current edition, or be of 100% cotton fabric. Fire inspector uniforms will be of a type acceptable to the Fire Marshal.

Section 4 – Class A & B Uniforms

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

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

Section 5 – Uniform Replacement

- A. Requests for uniform items that are selected for replacement due to normal wear and tear or loss shall be submitted to the main office via e-mail by the employee and deducted from the established allocation per employee. A purchase order will be approved, if sufficient money is available in the employee's allocation, and made payable to the vendor.
 - a. Each bargaining unit member shall be allocated six hundred twenty-five dollars (\$625) uniform allowance at the beginning of each fiscal year.
 - b. New bargaining unit members shall not receive a uniform allowance until the first full fiscal year in which they are off probation.
 - c. Twenty (20) T-shirts, four (4) hats and four (4) sweatshirts per fiscal year may be purchased through the requisition system.
- B. The Employer will replace approved uniform items, separate from the member's allocation, if the following conditions are met:
 - a. The item is irreparably damaged or destroyed during emergency response activities.
 - b. The member submits a uniform replacement form, a memorandum documenting how the damage occurred, and the damaged item to Fire Department Headquarters for processing.
- C. City property issued to the employee shall become the responsibility of the individual employee. If it is determined that items are missing due to employee negligence, these items will be immediately replaced and their cost deducted from that employee's clothing allowance. If it is determined that the individual employee is not at fault for missing or stolen items, these items will be immediately replaced at no cost to the employee

Members may purchase approved clothing items through the requisition process for the employee only. Any change in uniforms or

uniform items will be made through the process prescribed in Article 220.

ARTICLE 230-TRAINING

1. The employer will provide sufficient training opportunities for employees to maintain licenses and certifications required by New Mexico regulation or statute, SFFD Standard Operating Guidelines, SFFD Rules and Regulations, and/or job description.
2. A minimum of two (2) EMS refreshers will be provided per licensure level per year. Each Paramedic refresher will include ACLS and PALS renewal. A minimum of six (6) training applications must be received no later than the deadline specified in paragraph 5 below or the class may be canceled. The Training Section shall determine the maximum class size, which shall be no fewer than ten (10) students. Applications will be approved on a first come, first served basis.
3. One Advanced EMT course will be provided per year. A minimum of six (6) training applications must be received by the Training Section no later than the deadline specified in paragraph 5 below or the class may be postponed until the following year. The Training Section shall determine the maximum class size, which shall be no fewer than ten (10) students. If more applications are received than class size permits, pretest scores will be the determining factor for acceptance.
4. It is incumbent upon the individual employee to attend all classes necessary to maintain required certifications and/or licenses. If an employee does not attend any class described herein, it becomes the responsibility of the employee to seek and obtain the necessary training, at his or her expense and time, so that there is no lapse in any required license or certification.
5. The Training Section will provide employees a twelve-month calendar on or before August 30 of the year prior to that in which the training will be offered. This calendar will reflect training offered by the Training Section. Applications for any and all classes must be received by the Training Section no later than forty-five (45) days before the first day of class. The Training Section shall notify personnel of application deadlines for all training/classes it offers no

more than fifteen (15) and no less than ten (10) business days prior to that deadline.

6. According to the provisions of Article 340 of this Agreement, the employer will provide promotional classes annually unless 5.c applies.
 - a. These classes will be included on the training calendar per paragraph 4 above.
 - b. Employees wishing to attend these classes must make written application to attend to arrive at the Training Section no later than forty-five (45) days before the first day of the class.
 - c. If the Training Section receives no applications for the class at the time the posting closes, the employer may cancel the class.
7. The employer will maintain an in-house library of materials relevant to job requirements and promotional testing for use by employees. Employees will be allowed to check out library materials up to thirty (30) days prior to the start of the applicable promotional testing process. Less than thirty (30) days before a testing process begins, applicable library materials will be available and must remain at the training center. Employees who fail to return borrowed library material shall have the replacement cost deducted from their clothing allowance and will be barred from borrowing library material for a period of one (1) year after the date the material was to be replaced.
8. All training equipment and facilities will be serviceable and judged safe by the Training Officer. The training facility will be included in the yearly safety inspection conducted by the Health and Safety Committee.
9. A safety officer will be designated for any training exercise deemed hazardous according to the current edition of NFPA1403 or in the judgment of the Training Officer or lead instructor responsible for the class or exercise.
10. The employer will provide the following trainings within two (2) years of becoming a classified Rescue Technician contingent upon budget and staffing:

- Confined Space
- Rope Rescue
- Swift Water Rescue
- Auto Extrication

Rope Rescue and Confined Space Technician renewal courses, Swift Water Rescue renewal courses and Auto Extrication renewal courses will be offered to classified Rescue Technicians every two (2) years contingent upon budget and staffing.

ARTICLE 231-TRAVEL

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

The Fire Chief may waive the twenty day requirement.

ARTICLE 240-SENIORITY

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

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

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

1. Most recent date of hire within the Santa Fe Fire Department
2. Continuous full-time paid employment with the City of Santa Fe
3. For employees hired prior to July 1, 2009:
 - Highest Sum of all the digits in the employee's social security-number

For employees hired after July 1, 2009:

- Highest cumulative test score average achieved during the SFFD Fire Academy
4. Flip of a coin

Seniority shall be used for:

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

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

ARTICLE 241-SHIFTS AND HOURS OF WORK

Hours of Work

Hours of work shall be defined as time that an employee is in duty at the employer's establishment or at the prescribed workplace, as well as all other time during which the employee is suffered or permitted to work for the employer as defined by FLSA.

Emergency Services Section

Members assigned to the Emergency Services Section will start at 0800 hours and will work twenty-four (24) hour shifts on a forty-eight (48) hour tour.

Fire Prevention and Training Sections

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

- 1. Non twenty-four (24) hour shift** – Will be from 8am to 5pm, with one (1) hour off for lunch, five (5) days per week, with weekends and contract-approved holidays off. Members may request, through the chain of command, to work a flex week schedule. Approved members shall work a total of forty (40) hours per week with contract approved holidays off. During a week with a contract-approved holiday, members working a flex week schedule will revert to a standard week schedule. Otherwise, two weeks notice will be provided for a change of schedule. Approval to work a flex schedule is solely at the discretion of the Employer; or
- 2. Twenty-four (24) hour shift** – Members will start at 0800 hours and will work twenty-four (24) hour shifts on a forty-eight (48) hour tour.

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

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

These schedules will hereafter be referred to as “Twenty four (24) hour shifts” and a “Non twenty-four (24) hour shifts” respectively. For all shifts, pay will be based on actual hours worked and/or actual leave hours taken.

ARTICLE 242-LEAVE OF ABSENCE

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

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

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

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

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

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

Failure to report to work upon the expiration of approved leave without pay shall be accepted as a voluntary resignation of employment.

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

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

ARTICLE 243-MODIFIED WORK ASSIGNMENTS

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

Section 1 – Light Duty

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

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

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

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

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

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

Section 2 – Non-Hazardous Duty

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

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

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

Section 3 – Alternative Duty

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

ARTICLE 245-COMPENSATORY TIME

Compensatory (comp) time must be a mutual agreement between the City and the involved bargaining unit members. Comp time is not mandatory, but is optional in lieu of financial compensation.

Comp time will be earned at the same rate as overtime and converted at the end of the overtime period. Comp time is only considered “accrued” after it is posted to the payroll summary. Members are not allowed to utilize hours that are yet to be posted by payroll.

Comp time, once earned, will be taken following the same procedure for taking Annual Leave and Personal Holiday as listed in Article 302, and use of said leave will be subject to the same restrictions.

Members will have the ability to carry-over up to 240 earned hours into the next calendar year.

ARTICLE 248-VOLUNTARY DEMOTION

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

ARTICLE 250-EXTREME WEATHER

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

ARTICLE 251-STATION MAINTENANCE

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

ARTICLE 252-MAINTENANCE AND REPAIR

The Employer shall be responsible for the timely repair of any emergency vehicle and its associated equipment upon submission of a work order by an employee to the Fire Department Fleet Section.

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

ARTICLE 253-EMERGENCY ASSISTANCE FOR FIRE DEPARTMENT FLEET SECTION

Fire crews may assist the Fire Department Fleet Section with repairs to essential equipment and vehicles on an emergency basis.

ARTICLE 255-DRUG AND ALCOHOL TESTING

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

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

ARTICLE 256-COUNSELING SERVICES

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

ARTICLE 258-TECHNOLOGICAL CHANGE

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

SECTION III

ARTICLE 301-ADMINISTRATIVE LEAVE

1. Authorized Administrative Leave - The employer may authorize an employee leave with pay, under unusual circumstances, when it is in the best interest of the city to do so with prior approval of the City Manager.
2. Voting - In accordance with provision of Section 01-12-42, NMSA 1978, employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polls.
3. An employee who abuses voting administrative leave by requiring its use for purposes other than traveling to and from the polling place and voting will 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 Non 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 - 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~~7~~

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 the employee's 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
- 15-20 years of service, ten shifts
- 20+ years of service, twelve shifts

Non twenty-four (24) hour shift 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

15-20 years of service, twenty work days

20+ years of service, twenty five 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/ Educational/ Compensatory Time Use

1. Seven (7) bargaining unit members may be off per day, not to exceed two (2) members per classification with the exception of members classified as Firefighters, Paramedics, and Rescue Technicians. Only one (1) Rescue Technician may be off per day. Three (3) Firefighters and Three (3) Paramedics may be off per day. Requests for such leave shall be made at least seventy-two (72) hours in advance to the Battalion Chief for approval. Requests for leave made less than seventy-two (72) hours in advance of the day requested will be granted if voluntary overtime can be found. These requests shall be considered on a first come first serve basis after all employees have scheduled their vacations and personal holidays. In the event multiple requests are received on the same calendar day, seniority shall be used to rank the requests. Approvals for leave requested above the maximum numbers established within this article shall be granted if minimum staffing is met and as long as approval of said leave does not create overtime. This additional approval of requests for leave shall not be granted until 0730 on the first day of a scheduled tour.
2. The employee must have sufficient annual leave available for the requested time off.
3. Leave used by bargaining unit employees will not be affected by leave used by Battalion Chiefs.
4. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

ARTICLE 303-PERSONAL HOLIDAYS

1. Personal Holiday

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

2. Wellness Personal Holiday

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

- 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
- Pass the red card qualification test.

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 employees covered by this contract working Non 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 - 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 employees 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 the employee unable to perform their 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 the employee's 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 by verbal contact with an on-duty Battalion Chief prior to 0700 in the morning. If said employee will be at work the second day, they must have a verbal conversation with the on-duty

Battalion Chief(s) prior to 2000 on the first 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 2000 of the first shift. If the on-duty BC is not available, the employee will contact the Health and Safety Officer. If the Health and Safety Officer is not available, the employee will contact AC 1. Sick leave changes will be noted on Telestaff within the hour.

All employees covered by this contract working Non Twenty four (24) hour shifts, must request sick leave for approved purposes by verbal contact with their Direct Supervisor prior to One (1) hour before start of their shift. If the Direct Supervisor is not available the employee will contact the Health and Safety Officer. If the Health and Safety Officer is not available, the employee will contact AC II. Sick leave changes will be noted on Telestaff within the hour.

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 or individual member 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 Administrative Manager or designee. A union representative shall coordinate the receipt and distribution of sick leave bank hours, and maintain necessary records.

Use of Donated Sick Leave

1. Hours donated to the sick leave bank will be converted to a dollar amount based on the donating employee's rate of pay. Hours requested from the sick leave bank will be converted to the receiving employee's rate of pay.
2. Donations will be processed in the order in which the Office Administrative Manager or designee 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 Administrative Manager or designee 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 Non twenty-four (24) hour shift] 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 Military Leave for National Guard and Reserves:

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 not to exceed fifteen working days' military leave with pay per federal fiscal year when they are ordered to duty 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 Fire Chief upon approval of the City Manager 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 city by enabling that employee to better perform his/her duties required in his/her city 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 or her 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 Non twenty-four (24) hour

shift, 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 Human Resources 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.
3. The conversion ratio shall be one (1) hour of pay for every two (2) hours of sick leave.
4. 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/her 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 be based on a fourteen (14) day work period.

For Twenty-four (24) hour shift employees those hours worked in excess of 106 hours will be compensated at a rate of one and one-half.

For Non twenty-four (24) hour shift employees those hours worked in excess of 80 hours will be compensated at a rate of one and one-half.

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 the electronic staffing program 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 "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 the electronic staffing program, 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 the electronic staffing program 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 the electronic staffing program 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 Non twenty-four (24) hour shift, 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

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

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.

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. The Fire Inspector assigned to the seven (7) day standby status may be assigned a take-home vehicle to use during the standby status.

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 four (4) additional hours pay at their regular base rate for each holiday falling within the assigned 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.
5. Members working out of town on a deployment through the New Mexico Resources Mobilization Plan, Urban Search and Rescue, or other Emergency Management Assistance Compact are not eligible for per diem as described within this article.

ARTICLE 340-PROMOTIONAL POLICY

SECTION 1 - INFORMATION BY POSITION

General

- Years of service and years of experience are both a cumulative assessment
- Position Task Books have no expiration
- The "requirements for testing" are those things a member shall due to be eligible for a testing process. The "qualifications for position" are

- those things that a member shall do to be qualified to perform the position effectively if different than those required for testing.
- If a member is offered a promotion and declines, the individual will move to the bottom of the promotional list.

Firefighter I

- Years of Service: 1
- Current Position: Cadet
- Requirements:
 - Cadet academy and probation
 - Completed FFI Task Book
 - FAA ARFF
- Testing Process: Successful completion of the Santa Fe Fire Department recruit academy and follow-up test out procedures shall indicate eligibility for the positions of Firefighter I.

Firefighter II

- Years of Service (In Current Position): 2 (1)
- Current Position: Firefighter I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.

Paramedic I

- Years of Service: 1
- Current Position:
 - If being hired as a licensed Paramedic: Cadet
 - To be eligible for Paramedic School: Firefighter I or II
- Requirements:
 - NM Paramedic License
 - Firefighter I requirements
- Testing Process:
 - For paramedic cadets: shall be tested throughout their academy for proficiency in Paramedic skills.

- For members who have successfully completed all entrance requirements and been accepted to or are on a list of alternates for paramedic school: Shall consist of a practical evaluation.
- Qualifications for position: Candidates shall not be moved to the Paramedic I pay scale until they have completed all requirements for Paramedic licensure.

Paramedic II

- Years of Service (In Current Position): 4 (3)
- Current Position: Paramedic I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.

Rescue Technician

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
 - Rescue Operations
 - Completed Rescue Technician Position Task Book
- Testing Process: Shall include a written test which shall have a weight of twenty five percent (25%) and a practical evaluation which shall have a weight of seventy five percent (75%).
- Qualifications for position: Candidates shall not be used as a Rescue Technician until they have successfully completed the following:
 - Confined Space Technician
 - Rope Rescue Technician

Shift Engineer

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
 - Engine Operations

- Completed Engineer Position Task Book
- Testing Process: Shall include a written test which shall have a weight of twenty five percent (25%) and a practical evaluation which shall have a weight of seventy five percent (75%).
- Qualifications for position: Candidates shall not be used as an Engineer until they have successfully completed the following:
 - Pump Operations

Engineer

- Years of Service: 4
- Current Position: Shift Engineer
- Requirements for testing: No further requirements.
- Testing Process: When a permanent station engineer assignment becomes available, a Shift Engineer shall be given an assignment without competition in the order they were promoted.

Inspector I

- Years of Service: 4
- Requirements: No further requirements.
- Current Position: Any recognized position.
- Testing Process: Shall consist of a written test which shall have a weight of fifty percent (50%) and a practical evaluation which shall have a total weight of fifty percent (50%).
- Qualification for position: Candidates shall successfully complete the following within six (6) months: IFSAC Fire Inspector I

Inspector II

- Years of Service {In Current Position}: 4 ½ (½)
- Current Position: Inspector I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.
- Qualification for position: Candidates shall successfully complete the following within six (6) months: ICC Fire Inspector I

Lieutenant

- Years of Service (In Current Position): 6 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector I or II, Deputy Fire Marshal, or Training Captain
- Requirements for testing:
 - Q464 - ICS300 Review
 - Q318 - Fire Service Supervision
 - Q297 -Awareness of Command and Control at Multi-Alarm Ops
 - Rescue Operations
 - Engine Operations
 - Completed Lieutenant Position Task Book
- Testing Process: Shall include a written test which shall have a weight of twenty five percent (25%) and a practical evaluation which shall have a weight of seventy five percent (75%).
- Qualifications for position: Candidates shall not be used as a Lieutenant until they have successfully completed the following:
 - FAA ARFF Active
 - ICS 300
 - Company Officer mentorship
 - Company Officer
 - Instructor I

Captain

- Years of Service: 8
- Current Position: Lieutenant
- Requirements for testing:
 - Completed Captain Position Task Book
- Testing Process: Shall consist of a practical evaluation.

Training Captain

- Years of Service {In Current Position): 8 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector I or II, Deputy Fire Marshal, Lieutenant, or Captain
- Requirements for testing:

- Q464 - ICS300 Review
- Q318 - Fire Service Supervision
- Q297 -Awareness of Command and Control at Multi-Alarm Ops
- Rescue Operations
- Engine Operations
- Completed Training Captain Position Task Book
- Testing Process: Shall consist of a practical evaluation.
- Qualifications for position: Candidates shall successfully complete the following within one year:
 - ICS 300
 - Company Officer
 - Instructor I

EMS Captain

- Years of Service {In Current Position): 8 (2)
- Years of Service as a classified Paramedic: 3
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector I or II, Lieutenant, Captain, or Training Captain.
- Requirements for testing:
 - Q464 - ICS300 Review
 - Q426 - Introduction to Fire and EMS Supervision and Management
 - Q297 -Awareness of Command and Control at Multi-Alarm Ops
- Testing Process: Shall consist of an interview
- Qualifications for position: Candidates shall successfully complete the following within one year:
 - ICS 300
 - Company Officer
 - Instructor I
 - Must obtain and maintain PALS Provider or Instructor card

Deputy Fire Marshal

- Years of Service (In Current Position): 8 (2)
- Current Position: Inspector II

- Requirements for testing:
 - Q464 - ICS300 Review
 - Q318 - Fire Service Supervision
 - Q297 -Awareness of Command and Control at Multi-Alarm Ops
- Testing Process: Shall include a written test which shall have a weight of fifty percent (50%) and practical evaluation which shall have a weight of fifty percent (50%).
- Qualifications for position: Candidates shall successfully complete the following within one year:
 - ICS 300
 - Company Officer
 - Instructor I
 - ICC Fire Inspector II
 - ICC Certified Fire Plans
 - Safer NM Now Car Seat Technician

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:

- Six (6) Captains
- Two (2) Lieutenants
- Five (5) Engineers
- Two (2) Shift Engineers
- Four (4) Rescue Technicians

As stated in Article 210, “in the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, changes to the minimum shift complement will be addressed in Labor Management Committee or negotiations. 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 an existing respective eligibility list to fill any such vacancy, or initiate scheduling of testing as described below.

Scheduling of Testing

When a vacancy exists 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.

At minimum, promotional testing for the position of Lieutenant shall take place annually in October.

Announcement

Advertising – All positions for which a testing process is required shall be advertised within the City of Santa Fe Fire Department. 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 for testing after application reviews.

Written Test

1. A written test shall be a validated multiple choice test administered by the Training or Prevention Section, or independent contractor.
2. The candidate's test score shall be the total percentage of correct answers.
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. Shall be developed and administered by the Training or Prevention Section, or independent contractor. All testing will be approved by City of Santa Fe Human Resources prior to the start of the testing process.
2. Practical Evaluations may include:
 - a. Oral presentations
 - b. Interviews
 - c. Practical skills demonstrations
 - d. Assessment centers
 - e. Candidates shall be provided with a list of skills to be evaluated at the time they are notified of their eligibility.

Passing Score

The minimum passing score on a written test shall be seventy percent (70%).

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.

If the testing process only requires a practical evaluation, the minimum passing score shall be eighty percent (80%).

Individuals who fail or are not recommended for promotion in any part of the testing process shall not be placed on the eligibility list. If a candidate fails or is not recommended for promotion, the reasons for such action, all testing material pertaining to that candidate, and suggestions for how the candidate may improve, shall be presented to them if requested.

A candidate may be provided up to two testing opportunities to pass a promotional test per year, but only if the scheduling of additional promotional testing is warranted as described within this article.

Eligibility List

All candidates who pass the required promotional test shall be placed on an eligibility list. The Fire Chief or designee shall notify all candidates of their

ranking on the eligibility list within five (5) days of receiving the results. Eligibility Lists shall be effective until exhausted, or for one (1) calendar year after their creation, whichever comes first.

Promotions

The Fire Chief shall utilize the eligibility list and the rule of three 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 the reasons for all final selections.

Qualifying for Position

All promotions are probationary and contingent upon the member qualifying for the position as described in Section 1 of this Article. Failure to qualify for the position will result in the member being demoted to the position that they held immediately prior to the promotion offers. Failure can occur due to the following reasons:

1. Denying or missing the opportunity to take a course required within this article when given the opportunity to do so by the City.
2. Failing a course required within this article.
3. Not completing a requirement within this article when given the opportunity to do so by the City.

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 contribute to the New Mexico Retiree Health Care Authority. Employees shall be assessed in accordance with the New Mexico Retiree Health Care Authority requirements. The Employer shall contribute in accordance with the New Mexico Retiree Health Care Authority requirements. At the time of retirement from the City, the Employee has the 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 2021/2022)

Bargaining unit employees shall receive a four (4) percent salary increase effective the first full pay period in fiscal year 2021/2022 following approval of this agreement by the City's Governing Body.

ARTICLE 362-COST OF LIVING ADJUSTMENT (FISCAL YEAR 2021/2022)

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 based on years of service 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 364-PAYROLL DISCREPANCIES

In the event an employee has a payroll discrepancy, the City shall evaluate and respond within seven (7) business days with a course of action and/or request for any additional clarification. The City shall make every effort to correct in a timely manner.

ARTICLE 370- PAY PLAN

To calculate an average base annual salary, multiply by 2912 for shift employees. To calculate an average base annual salary, multiply by 2080 for non-shift employees.

Year	13	14	15	16	17	18	19	20	21	22	23	24	25
Position Title													
Firefighter I (F114)	16.7430	16.9104	17.0799	17.2494	17.4210	17.5958	17.7715	17.9504	18.1303	18.3102	18.4943	18.6784	18.8666
Firefighter II (F115)	18.4163	18.6014	18.7866	18.9758	19.1641	19.3554	19.5499	19.7444	19.9420	20.1417	20.3445	20.5452	20.7522
Paramedic I (F119)	22.2820	22.5035	22.7302	22.9580	23.1868	23.4198	23.6538	23.8898	24.1290	24.3693	24.6126	24.8602	25.1077
Paramedic II (119B)	22.8394	23.0672	23.2981	23.5321	23.7661	24.0042	24.2445	24.4868	24.7322	24.9798	25.2283	25.4810	25.7358
Engineer (F117)	20.2582	20.4610	20.6658	20.8718	21.0808	21.2909	21.5030	21.7183	21.9357	22.1562	22.3777	22.6002	22.8259
Rescue Tech (F117)	20.2582	20.4610	20.6658	20.8718	21.0808	21.2909	21.5030	21.7183	21.9357	22.1562	22.3777	22.6002	22.8259
Inspector I													
Non 24hr (125A)	28.4492	28.7342	29.0212	29.3124	29.6057	29.9021	30.2006	30.5022	30.8069	31.1158	31.4278	31.7408	32.0580
24 hr (125B)	20.3216	20.5265	20.7314	20.9383	21.1484	21.3595	21.5727	21.7890	22.0074	22.2269	22.4484	22.6730	22.9008
Inspector II													
Non 24hr (126A)	31.2946	31.6077	31.9238	32.2421	32.5645	32.8900	33.2186	33.5514	33.8874	34.2264	34.5686	34.9138	35.2633
24 hr (126B)	22.3538	22.5774	22.8020	23.0298	23.2627	23.4936	23.7286	23.9668	24.2050	24.4473	24.6927	24.9382	25.1888
Lieutenant (F120)	23.2856	23.5186	23.7546	23.9918	24.2320	24.4743	24.7187	24.9662	25.2158	25.4686	25.7234	25.9792	26.2392
Captain													
Training Captain													
Deputy Fire Marshall													
Non 24hr (121B)	34.3148	34.6570	35.0043	35.3548	35.7074	36.0641	36.4250	36.7900	37.1582	37.5294	37.9049	38.2834	38.6662
24 hr (F121)	24.5107	24.7562	25.0026	25.2533	25.5060	25.7608	26.0187	26.2777	26.5408	26.8060	27.0743	27.3458	27.6193

2021-2022 Pay Plan												
Year	1	2	3	4	5	6	7	8	9	10	11	12
Position Title												
Firefighter I (F114)	14.8574	15.0062	15.1580	15.3088	15.4596	15.6156	15.7716	15.9286	16.0878	16.2490	16.4122	16.5776
Firefighter II (F115)	16.3436	16.5069	16.6722	16.8386	17.0071	17.1777	17.3493	17.5230	17.6977	17.8745	18.0523	18.2333
Paramedic I (F119)	19.7746	19.9722	20.1708	20.3736	20.5785	20.7834	20.9914	21.2014	21.4136	21.6268	21.8431	22.0615
Paramedic II (119B)	20.2686	20.4724	20.6752	20.8832	21.0922	21.3023	21.5166	21.7318	21.9482	22.1686	22.3891	22.6127
Engineer (F117)	17.9774	18.1584	18.3404	18.5224	18.7075	18.8947	19.0840	19.2743	19.4667	19.6622	19.8578	20.0564
Rescue Tech (F117)	17.9774	18.1584	18.3404	18.5224	18.7075	18.8947	19.0840	19.2743	19.4667	19.6622	19.8578	20.0564
Inspector I												
Non 24hr (125A)	25.2481	25.5008	25.7556	26.0125	26.2725	26.5356	26.8008	27.0691	27.3395	27.6141	27.8897	28.1684
24 hr (125B)	18.0357	18.2156	18.3976	18.5817	18.7678	18.9550	19.1454	19.3367	19.5291	19.7246	19.9222	20.1209
Inspector II												
Non 24hr (126A)	27.7732	28.0498	28.3306	28.6135	28.9006	29.1886	29.4809	29.7752	30.0737	30.3742	30.6779	30.9847
24 hr (126B)	19.8380	20.0366	20.2363	20.4391	20.6430	20.8499	21.0590	21.2680	21.4802	21.6965	21.9128	22.1312
Lieutenant (F120)	20.6658	20.8728	21.0808	21.2909	21.5041	21.7204	21.9367	22.1562	22.3777	22.6023	22.8280	23.0558
Captain												
Training Captain												
Deputy Fire Marshall												
Non 24hr (121B)	30.4522	30.7570	31.0648	31.3747	31.6878	32.0050	32.3253	32.6498	32.9753	33.3060	33.6388	33.9747
24 hr (F121)	21.7516	21.9690	22.1884	22.4110	22.6356	22.8613	23.0890	23.3210	23.5550	23.7900	24.0271	24.2674

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



Alan Webber, Mayor

Jul 12, 2021

Date


Alexis Lotero, Assistant Finance Director (Jul 12, 2021 11:50 MDT)

Mary McCoy, Finance Director

Jul 12, 2021

Date

ATTEST:


Kristine Mihelcic (Jul 12, 2021 13:06 MDT)

Kristine Bustos-Mihelcic, City Clerk *XB*

GB MTG 6/30/21

Jul 12, 2021

Date

CITY ATTORNEY'S OFFICE:


Christopher W. Ryan (Jun 17, 2021 10:31 MDT)

Senior Assistant City Attorney

Jun 17, 2021

Date

Santa Fe Firefighters Association – IAFF Local 2059


Adan Lopez (Jul 15, 2021 19:06 MDT)

Adan Lopez, President

Jul 15, 2021

Date


Andrew George (Jul 16, 2021 06:33 MDT)

Andrew George, Secretary

Jul 16, 2021

Date