City of Las Cruces®

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Council Action and Executive Summary

Item # 4 Ordinance/Resolution# 10-189 Council District: ___

For Meeting of February 02, 2010
(Adoption Date)

TITLE:

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2362 AND THE CITY OF LAS CRUCES.

PURPOSE(S) OF ACTION: Approve the collective bargaining agreement between the International Association of Firefighters local 2362 (Union) and the City of Las Cruces.

Name of Drafter: Andre Moquin		Department: Human Resources		Phone: 528-3100	
Department	**Signature**	**Phone**	**Department**	**Signature**	**Phone**
Originating Department		528-3401	Budget		2300
			Assistant City Manager		2271
Legal		541-2128	City Manager		2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In concurrence with the Article 8, Negotiating Procedures of the current collective bargaining agreement between the International Association of Firefighters local 2362 and the City of Las Cruces, the parties entered into negotiations in December of 2008.

Negotiations were successfully completed on November 22, 2009 and resulted in a three (3) year contract that will run through January 2013. This contract does not provide for immediate wage increase, but includes a clause for wage reopeners in July of 2010, 2011 and 2012. The proposal also includes a provision for additional personal leave in 2010.

(Continue on additional sheets as required)

Other notable changes include adjustments to the grievance article which now includes a mediation step, as well as changes to the negotiation procedures article which culminate with an arbitration step.

The direct costs associated with this resolution are limited and will likely be associated with occasional overtime required to meet organizational needs during periods of employee leave.

The Human Resources Department received notification that the proposed contract was ratified by Union membership on January 13, 2010.

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
Various	Various	

1. Resolution.
2. Attachment "A", proposed Collective Bargaining Agreement.
3. Attachment "B", summary of changes.
4. Attachment "C", current Collective Bargaining Agreement.

OPTIONS / ALTERNATIVES:

1. Vote "yes", approving the proposed Collective Bargaining Agreement between the International Association of Firefighters local 2362 and the City of Las Cruces.
2. Vote "no", approving amendments to the Collective Bargaining Agreement between the International Association of Firefighters local 2362 and the City of Las Cruces.
3. Modify the negotiated terms and conditions of the proposed Collective Bargaining Agreement.

RESOLUTION NO. 10-189

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2362 AND THE CITY OF LAS CRUCES.

The City Council is informed that:

WHEREAS, in accordance with Article 8: Negotiating Procedures of the current collective bargaining agreement between the International Association of Firefighters local 2362 and the City of Las Cruces, the parties entered into negotiations in December of 2008; and

WHEREAS, negotiations were successfully completed on Sunday November 22, 2009 resulting in an agreement that will run through January 2013; and

WHEREAS, this agreement contains no provisions for immediate wage increases; and

WHEREAS, this agreement provides additional personal leave to bargaining unit members in lieu of an increase to base wages for 2010; and

WHEREAS, this agreement contain provisions for wage reopeners in July of 2010, 2011 and 2012; and

WHEREAS, the cost associated with these amendments will most likely take the form of occasional overtime required to meet organizational needs during periods of employee leave; and

WHEREAS, notification was received on January 13, 2010 that the proposed contract was ratified by Union membership.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT City Council hereby approves the collective bargaining agreement between the City of Las Cruces and the Las Cruces Police Officers' Association.

(II)

THE City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this 2nd day of February, 2010.

APPROVED:

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

VOTE:
Mayor Miyagishima: ____
Councillor Silva: ____
Councillor Connor: ____
Councillor Pedroza: ____
Councillor Small: ____
Councillor Sorg: ____
Councillor Thomas: ____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:

Deputy City Attorney

ATTACHMENT "A"

Agreement Between the City of Las Cruces and
The Las Cruces Professional Fire Fighters Association
International Association of Fire Fighters
Local 2362
2009/2013

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Agreement Between the City of Las Cruces and
The Las Cruces Professional Fire Fighters Association
International Association of Fire Fighters
Local 2362
2009/2013

1. PREAMBLE

This Agreement is hereby entered into by and between the City of Las Cruces (hereinafter referred to as the "CITY") and the International Association of Firefighters, Local 2362, AFL-CIO, the Las Cruces Professional Fire Fighters Association (hereinafter referred to as the "UNION").

The purpose of this Agreement is to achieve and maintain harmonious relations between the CITY and the UNION and to assure the safe and efficient delivery of quality services to the citizens of Las Cruces. To this end, it is recognized that there must be mutual understanding, harmony, and cooperation among employees, between the employees and the CITY, and between the CITY and the UNION. It is recognized by this agreement to be the duty of the CITY, the UNION, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions.

It is agreed that the parties desire to enter into this Agreement to establish wages, hours, and other terms and conditions of employment, and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby.

2. AGREEMENT CONTROL

If any City policy or procedure, or any Departmental rule, regulation, or directive is in specific conflict with any provision of this collective bargaining Agreement, the Agreement provision will control. By mutual written agreement, the parties may modify this Agreement.

The CITY will not implement any change that is in specific conflict with this collective bargaining Agreement. The CITY, the UNION, and the Employees will abide by the conditions of this Agreement and unless limited by any provision of this Agreement, applicable City policies and procedures and/or Departmental rules, regulations, directives.

The Labor/Management Committee may be convened by either party to discuss changes to policies or procedures which directly or indirectly affect the understanding or application of existing practices, work requirements, and/or methods not directly addressed by this Agreement. The parties will abide by the provisions of Article 6 of this Agreement regarding such proposed changes.

3. AMENDMENTS TO THE AGREEMENT

During the term of this Agreement, the CITY and the UNION, upon mutual agreement, may reopen any provision of this Agreement for the purposes of clarifying, modifying, amending, adding to, or deleting portions thereof. Any changes shall be agreed to in writing.

4. COMPLETE AGREEMENT

The CITY and the UNION (the parties) agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement. No additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement of the parties. This Agreement replaces any and all previous agreements between the parties.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. All such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the CITY and UNION, for the life of the Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Nothing herein shall prohibit the parties from reopening negotiations on any issue by mutual agreement.

5. DURATION

This Agreement shall take effect the first full pay period following the approval and signature of this agreement and shall remain in full force and effect and shall not expire until a successor Agreement is signed on or after the ____ day of _____, 20____ or unless amended by written mutual agreement by both parties. Should City Council choose to eliminate collective bargaining in conformance to state law, this Agreement will expire on its termination date, on or about January 5th, 2013.

During the term of this agreement the parties may reopen negotiations during April of each year. The scope of the reopened negotiations shall be limited to Articles 16, 18 and 34.

6. LABOR / MANAGEMENT COOPERATION

The Las Cruces Fire Department and the UNION shall establish a Labor/Management Committee. The purpose of this Committee is to facilitate improved labor/management relations within the Department and to provide a forum for the communication, discussion, and resolution of issues of mutual concern.

Each party may appoint up to four representatives to this committee. By mutual agreement, other individuals may attend a committee meeting to address specific issues. The Union President and/or Vice-President shall be on this committee.

Proposed agenda items for Committee consideration must be identified at least three calendar days prior to a meeting.

This committee shall meet at places and times designated by mutual agreement.

All persons participating in this committee shall have an equal say and shall be free to make suggestions and voice concerns. There shall not be a supervisor/subordinate relationship during any committee meeting.

By mutual agreement, subcommittees may be established to address specific needs.

7. MANAGEMENT RIGHTS

Unless limited by the provisions of this Agreement, Management's rights shall include the following:

A. To direct and supervise all operations, functions, and the work of the Employees;
B. To determine the place to report for work, to determine the methods, processes, and manner of performing the work;
C. To authorize all personnel transactions such as: to hire, lay-off, promote, demote, assign, re-assign, transfer, discipline, discharge or terminate employees;
D. To determine what, by whom, and when services will be provided to the citizens;
E. To determine staffing requirements, create, abolish and reallocate positions, or to eliminate or reorganize work units;
F. To establish and revise schedules of work;
G. To establish, revise, and implement standards for hiring and promoting employees;
H. To assign shifts, work days, hours of work and work locations;
I. To designate, assign, and re-assign all work duties;
J. To determine the need for additional positions and the qualifications of new employees, and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion;
K. To evaluate and judge the skill, ability, efficiency, and general work performance of employees;
L. To take actions, as necessary, to carry out the mission of the employer in emergencies;
M. To retain all rights concerning management and operations of the activities of the City of Las Cruces not specifically prohibited by a collective bargaining agreement or "The City of Las Cruces Labor Management Relations Ordinance." Said rights include, but are not limited to, personnel matters and staffing of functions, compensation, benefits, and terms and conditions of employment;
N. To determine the allocation of available funds to activities of the organization, including establishing funding for personnel costs, operating expenses and capital outlay;
O. Direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;
P. Determine qualifications for employment and the nature and content of personnel examinations;
Q. The employer (management) retains all rights not specifically limited by a collective bargaining agreement.

8. NEGOTIATING PROCEDURES

The following negotiating procedures shall be utilized for subsequent negotiations between the CITY and the UNION.

A. Negotiations for a successor Agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred and twenty (120) days, and no less than sixty (60) days prior to the Agreement's expiration date. Within a reasonable time period after receiving notice, the party receiving the request for bargaining shall respond in writing and shall suggest a date at which time the parties shall meet and determine a mutually agreed upon time and place to begin negotiations.

B. Negotiations shall be conducted in closed sessions.

C. The parties shall negotiate ground rules.

D. During negotiations, the parties shall meet at mutually acceptable dates, times, and locations.

E. All agreements reached by the parties shall be initialed as Tentative Agreements. Such Tentative Agreements are conditional and may be withdrawn should later discussions change either team's understanding of the language as it relates to another part of the agreement. Unless otherwise agreed to by the parties, Tentative Agreements shall not become effective until the parties ratify the entire negotiation package.

F. Employees participating on the UNION'S negotiating team may be granted administrative leave with pay in order to participate in the bargaining process if on a duty day.

G. Prior to any impasse procedures during the negotiating process, the UNION reserves the right to appeal directly to the City Manager in a good faith effort to resolve differences.

9. SAVINGS CLAUSE

If any provision of this Agreement, or the 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.

Within thirty (30) days of such legislative action, the CITY and the UNION shall meet to negotiate new contract language to replace the particular clause or clauses which were invalidated by federal or state legislation.

10. ANNUAL LEAVE

Las Cruces Fire Department Personnel working an average 56 hour per week schedule shall accrue Annual Leave in the following manner:

Years in Service	Annual Leave per Year
• During 1st Year	56 Hours
• 2nd and 3rd Years	112 Hours
• 4th through 10th Years	168 Hours
• 11th + Years	224 Hours

Las Cruces Fire Department Personnel working a 40 hour per week schedule shall accrue Annual Leave in the following manner:

Years in Service	Annual Leave per Year
• During 1st Year	40 Hours
• 2nd and 3rd Years	80 Hours
• 4th through 10th Years	120 Hours
• 11th + Years	160 Hours

When an employee's work schedule changes from 56 hours per week to 40 hours per week schedule, or from 40 hours per week to 56 hours per week, all leave accrual balances shall be converted based on the new hourly pay rate. Such conversion shall ensure the same monetary value associated with all accrued leave prior to the change in schedule. The increase or decrease of leave balances when multiplied by the new hourly pay rate shall be equal to the previous hourly pay rate multiplied by leave balances prior to the change in work schedule. In the case of promotion or demotion, the conversion shall be calculated prior to the change in base rate.

It is recommended that employees submit Annual Leave requests for the entire year in January. Every effort will be made to grant employee requests for annual leave.

The selection of Annual Leave from this submittal shall be based on a lottery system. Consideration will be given to allow full day requests over partial day requests, and block requests over single day requests. Additional leave requests made throughout the year shall be granted on a first come first serve basis. Management shall not mandate or assign employee annual leave.

A 56 hour employee shall be permitted to carry over up to 336 hours of annual leave each year. A 40 hour employee shall be permitted to carry over up to 240 hours of annual leave each year. All unused accrued Annual Leave in excess of these hours shall be forfeited at the beginning of the first full payroll of each calendar year unless prior approval from the City Manager is obtained to carry over additional hours.

For pay purposes, all leave taken shall be counted as hours worked.

Upon retirement or termination of employment, any unused annual leave may be sold back at a rate of 1:1 at the employee's current rate of pay. For 40 hour employees, this amount shall not exceed 400 hours of annual leave. For 56 hour employees, this amount shall not exceed 560 hours or annual leave.

Beneficiaries of employees who die while employed with the CITY shall be paid for the deceased employee's unused annual leave at a rate of 1:1

11. SICK LEAVE

Sick Leave is an employee benefit provided by the City which provides time off from regular duty, with pay when an employee is unable to work due to illness, for an FMLA qualifying event, or for an illness in the immediate family. Immediate family shall be defined as spouse, minor child or stepchild (dependant), an individual for which the employee is a court appointed legal guardian, or domestic partner and their minor children. Employees using sick leave accruals shall submit a Leave Request prior to or immediately upon return to work. A supervisor may verify use of sick leave by requesting a physician's statement confirming the illness.

Sick Leave may be taken in increments of less than one full day. All absences from work to visit a medical facility will be charged to either sick leave or annual leave and are to receive prior approval by the supervisor unless all such leave has been exhausted in which case the employee will be on leave without pay status.

Las Cruces Fire Department Personnel working an average 56 hour per week schedule shall accrue Sick Leave per pay period for twenty-six (26) pay periods totaling one hundred thirty-five (135) hours of Sick Leave annually.

Las Cruces Fire Department Personnel working a 40 hour per week schedule shall accrue Sick Leave per pay period for twenty-six (26) pay periods totaling ninety-six (96) hours of Sick Leave annually.

For pay purposes, all leave taken shall be counted as hours worked.

Abuse of Sick Leave may result in disciplinary action up to and including termination. Sick Leave abuse is defined as charging Sick Leave for work absences when not sick, except for an FMLA qualifying event or use of Sick Leave for doctor appointments.

Employees who have accumulated sick leave in excess of 420 hours for 56-hour employees or 300 hours for 40-hour employees may, at their option, sell back sick leave and/or convert sick leave to annual leave for any hours in excess of 420 hours for 56-hour employees or 300 hours for 40-hour employees in accordance with the following provisions:

A. Notification of intent to sell back sick leave or convert sick leave to annual leave must be given to the employee's supervisor between November 1 thru November 15. The maximum amount of sick leave that may be sold back to the CITY in any given year will be 336 hours for 56-hour employees, or 240 hours for 40-hour employees. The maximum amount of sick leave that may be converted to annual leave in any given year will be 336 hours for 56-hour employees, or 240 hours for 40-hour employees.

B. The rate of exchange for sick leave will be at a ratio of 3:1 and will be paid in accordance with the following schedule:

   1. Employees who elect to receive payment for sick leave: An extra payment will be made in the first 15 days in December of the same year.

   2. Employees who elect to convert sick leave to annual leave: Sick leave

converted to annual leave will be posted to the employee's record January 1 of the following year.

A 56 hour employee may accrue up to a total of 2184 hours of sick leave. Leave in excess of these hours shall be forfeited at the beginning of the first full payroll of each calendar year. Upon retirement an employee may sell back a maximum of 1170 hours of sick leave at a rate of 2:1 (for a maximum of 585 paid hours). Sell back of sick leave after voluntary termination without prejudice will be a maximum of 1170 hours at a rate of 3:1 (for a maximum of 390 paid hours).

A 40 hour Employee may accrue up to a total of 1560 hours of sick leave. Upon retirement an Employee may sell back a maximum of 836 hours of sick leave at a rate of 2:1 (for a maximum of 418 paid hours). Sell back of sick leave after voluntary termination without prejudice will be a maximum of 836 hours at a rate of 3:1 (for a maximum of 278.7 paid hours).

Beneficiaries of employees who die while employed with the CITY shall be paid for the deceased employee's unused sick leave at a rate of 1:1.

12. APPARATUS SPECIFICATION ADVISORY COMMITTEE

The members of the Las Cruces Fire Department use and rely on Fire Apparatus, Vehicles, Special Equipment and Appliances in their day-to-day activities, incidents, stand-bys and special events (excluding staff and command vehicles).

In the event new or additional apparatus are to be purchased and/or placed into service in the Las Cruces Fire Department, an Apparatus Specification Advisory Committee shall be formed to develop specifications and recommendations for such apparatus. The Apparatus Specification Advisory Committee should consist of at least one person of each rank including Lieutenant, Driver/Operator, and Firefighter, as well as a member or members selected by Management. Each member of this committee shall have equal input as to any specifications and recommendations for such apparatus. The UNION shall provide a list of at least five (5) union members to the Chief. The Chief will select up to (3) three union members to be appointed from said list to each Apparatus Specification Advisory Committee. All Apparatus Specification Advisory Committee members may receive overtime compensation for off-duty participation.

The formation and/or function of this committee shall not interfere with the timely specification and acquisition of the above mentioned equipment. The City shall be responsible for determining the meeting schedule for this committee.

13. BEREAVEMENT LEAVE

Las Cruces Fire Department 56 hour personnel may take up to forty-eight (48) hours (2 shifts) of paid bereavement leave for a death in the immediate family. Immediate family shall include: parents, step-parents, spouse, children, step-children, siblings, step-siblings, grandparents, legal guardian, and grandchildren. Las Cruces Fire Department 56 hour personnel may take up to twenty-four (24) hours (1 shift) of paid Bereavement Leave for a death in the extended family. The extended family includes mother-in-law, father-in-law, aunt, uncle, grandparents-in-law, and grandchildren-in-law.

- Payment for bereavement leave shall be paid at the bereaved employee's regular base rate.

Las Cruces Fire Department 40 hour personnel may take up to twenty-four (24) hours (3 days) of paid bereavement leave for a death in the immediate family. Immediate family shall include: parents, step-parents, spouse, children, step-children, siblings, step-siblings, grandparents, legal guardian, and grandchildren. Las Cruces Fire Department 40 hour personnel may take up to eight (8) hours (1 day) of paid bereavement leave for a death in the extended family. The extended family includes mother-in-law, father-in-law, aunt, uncle, grandparents-in-law, and grandchildren-in-law.

- Payment for bereavement leave shall be paid at the bereaved employee's regular base rate.
- 40 hour employees may take an additional eight (8) hours of bereavement leave if the funeral is being held at a location greater than 300 miles from the City of Las Cruces.

14. BULLETIN BOARD

The UNION shall be permitted to maintain at each fire station, one bulletin board to be used exclusively for UNION business. The CITY shall provide the available space for these bulletin boards, where the posting of official UNION material can be accessible to all Fire Department personnel.

All postings and distribution of UNION material shall be done by one of the Officers or Station Stewards of the UNION. The bulletin board shall remain the property of the UNION at all times. All material posted will be approved through one of the UNION Officers or Station Stewards. No information shall be posted on the UNION bulletin board that violates state or federal law. This shall be the only location for the posting of UNION notices on CITY property. Said board will be professionally maintained at all times. If Management determines that material posted violates state or federal law, then Management shall meet with the UNION President, or designee, to discuss the matter. If the UNION refuses to remove the item, the UNION agrees to hold the CITY harmless for any damages resulting thereof. The discussed material shall be removed only by one of the UNION Officers or Station Stewards, except as provided below.

The UNION will be allowed to post the minutes of their meetings on 8 ½" x 11" paper, with a cover sheet, uncensored by management.

Other postings of a political, sexual, or inflammatory nature are not tolerated, and may be immediately removed. If management removes a document of this nature, the union President, or designee, will be contacted immediately to address the issue.

15. CALLBACK PAY / SHOW UP PAY

An employee who is called back to work during scheduled off-duty time will be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular rate of pay. Computation of time shall begin when the employee accepts the call back assignment

and shall continue until the time the work is completed. Employees accepting call back assignments shall respond to the designated location in a timely manner. If the response is anticipated to be greater than thirty (30) minutes, the employee shall immediately notify the appropriate member of management. Management may deny the call back opportunity due to the extended response.

If the employee is called back, released from work, and is again called back prior to the expiration of the two (2) hour time period, the employee shall be considered to still be "on the clock" and shall only be compensated at one and one-half (1-1/2) times their regular rate of pay for the additional time worked beyond the initial two (2) hour time period, and shall not be entitled to an additional two (2) hour minimum at one and one-half times their regular rate of pay. Additionally, subsequent callbacks within the same twenty-four hour time period shall not entitle the employee to the two (2) hour minimum, but rather actual time worked from the time of the callback to the time released.

For the purpose of this Article, the twenty-four hour time period shall be from 08:00 hours to 08:00 hours the following day excluding hours worked on regular duty.

16. COMPENSATION

Base compensation for Firefighters, Driver/Operators, and Lieutenants, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

No bargaining unit member shall receive a reduction in pay as a consequence of this Agreement.

The city recognizes that the Firefighter, Driver-Operator, and Lieutenant annual salary shall be computed on a 56 hour work week. Both the CITY and UNION shall be bound by P.E.R.A. interpretations for the purpose of calculating retirement benefits.

For the purposes of this Agreement, the Fire Inspector, and Fire Inspector/Investigator positions are equivalent in rank to a Driver/Operator in suppression. Additionally, the Prevention Bureau Lieutenant and Training Officer positions are equivalent in rank to a Lieutenant in suppression.

For the purposes of this Agreement, it is understood that forty hour positions shall have an adjusted rate of pay such that these positions shall have an equivalent annual base salary reflective of that for corresponding fifty-six hour positions.

In addition to the established wage rates, the following forty hour per week positions shall receive a five percent (5%) pay differential added to their base rate of pay. These positions include the following: Fire Inspector; Fire Inspector/Investigator; Training Officer; Prevention Bureau Lieutenant; Academy Coordinator(s); Paramedic student; Intermediate student; Driver Operator Academy student and other forty hour positions approved by Management.

All bargaining unit members shall receive a one step increase at three, six, nine, twelve, fifteen, eighteen, and twenty-one years of service with the City.

The separation between step increases shall not be less than five percent (5%).

The separation between the following ranks and grades shall not be less than ten (10) percent. The ranks and grades are Firefighter, F07; Driver/Operator, F09; and Lieutenant, F11.

All qualified bargaining unit members shall be eligible for an additional two point five percent (2.5%) increase to base pay for obtaining and maintaining EMT Intermediate licensure through the State of New Mexico and being approved by the department's Medical Director to perform in the capacity of an intermediate for the Las Cruces Fire Department. The following ranks and grades denote the EMT-I positions: Firefighter EMT-I, F07-A; Driver/Operator EMT-I, F09-A; and Lieutenant EMT-I, F11-A.

All qualified bargaining unit members shall be eligible for an additional two point five percent (2.5%) increase to base pay for obtaining and maintaining EMT Paramedic licensure through the State of New Mexico and being approved by the department's Medical Director to perform in the capacity of a paramedic for the Las Cruces Fire Department. This increase shall be in addition to the two point five percent (2.5%) increase for EMT-I licensure. The following ranks and grades denote the EMT-P positions: Firefighter EMT-P, F07-B; Driver/Operator EMT-P, F09-B; and Lieutenant EMT-P, F11-B.

There shall be an additional five percent (5%) increase for commissioned personnel with a current State of New Mexico Police Certification.

For promotional purposes, a bargaining unit member being promoted shall advance to the appropriate grade and step denoting his/her rank, certification, licensure, classification, and years of service with the City.

17. COMPENSATION FOR ACTING POSITION (CAP TIME)

Effective November 30, 2003, the CITY shall provide additional compensation to an employee when that employee is working in a temporary capacity exceeding his/her normal rank in accordance with policy delineated below:

POLICY

This policy applies to all LCFD bargaining unit employees who are eligible to temporarily act in a position above their normal rank classification. These assignments are temporary and may be discontinued at any time. Bargaining unit members may request to management to be relieved or excused of CAP time assignments, which will be considered on a case by case basis.

Only monetary compensation will be allowed when personnel fill acting positions above their normal rank classification. No leave time compensation will be allowed. This method of monetary compensation shall from here forward be known as "Compensation for Acting Position" (CAP).

PROCEDURE

Eligibility to earn CAP

LCFD personnel shall be eligible to work in acting positions above their normal rank classifications as follows:

Firefighters:

- Acting Driver/Operators with Driver/Operator certification
- Acting Lieutenant with Lieutenant certification

Driver/Operators:

- Acting Lieutenant with Lieutenant certification

Fire Inspectors/Investigators:

- Acting Fire Marshal at the discretion of the Fire Marshal, Deputy Chief and/or Fire Chief

Lieutenants:

- Acting Battalion Chief or Acting Fire Marshal at the discretion of the Battalion Chief, Deputy Chief and/or Fire Chief

Placement of Personnel in Acting Positions

When acting positions are filled on a daily basis with no expectation that the acting position will last more than twenty-eight (28) consecutive days, no notification to the Human Resources Department or City Manager is necessary.

When personnel are expected to be in an acting position for more than twenty-eight (28) consecutive days, notification to the Human Resources Department and the City Manager is to be made via a Personnel Action Notice. The Personnel Action Notice will be completed changing the employee's classification to that of the position they will be filling. Acting appointments shall not be continued for more than six (6) months, except, when due to extraordinary circumstances, the City Manager extends the acting appointment.

CAP Time Compensation

When personnel work in an acting position for less than twenty-eight (28) days, compensation for such shall be made by multiplying the number of hours worked times ten (10) percent.

When personnel are to be in an acting position for more than twenty-eight (28) consecutive days, the employee shall be compensated at no less than entry level, a one step increase, or ten (10) percent, whichever is greater.

The amount of time worked shall accrue in fifteen (15) minute increments.

CAP Documentation

CAP shall not be allowed to accrue for more than one pay period. CAP shall be paid as part of the pay period for which it is earned.

It will be the responsibility of each individual working in an acting capacity to verify that all CAP time has been accurately entered into the payroll system. An employee may collect CAP only when officially assigned to an acting position by the Fire Chief or his designee.

18. COST OF LIVING ADJUSTMENT (COLA)

There shall be no COLA during the Term of Agreement unless negotiated pursuant to the reopener in Article 5.

19. CHRISTMAS PARTY SUPPORT

The Las Cruces Fire Department and the Las Cruces Professional Firefighters Association shall continue to endorse the annual "Christmas for Kids" Christmas Party for disadvantaged families.

20. COMPENSATORY TIME

Compensatory time is optional instead of overtime pay for Las Cruces Fire Department employees. Compensatory time instead of overtime will be at the option of the employee and will not be used as a deciding factor for enrollment in any training class or subject. All compensatory time is subject to FLSA requirements and is earned at the same rate as overtime.

The maximum number of hours an employee can accrue of compensatory time is two hundred forty (240) hours (converted time). If an employee is promoted or demoted all comp time accrual balances will be paid off with the provisions and salary of the class from which the employee promoted or demoted from.

Unused compensatory time earned during the twelve months of the fiscal year must be paid out at the end of the fiscal year and cannot be carried forward, except with the written authorization of the City Manager.

An employee shall be permitted to sell back compensatory time at a rate of one to one (1:1) once each year. Each calendar year up to one hundred (100) hours of accrued compensatory time may be "cashed in" to be payable with and/or as part of the first paycheck in December. Employees exercising this option shall complete the appropriate form to be provided by the CITY.

Bargaining unit members may elect to have this compensatory time paid to their deferred compensation plan in accordance with applicable City, State and Federal regulations.

21. COMPUTER USAGE

Internet and e-mail usage shall comply with City policy. Based on the work hours of bargaining unit members, they may use the City of Las Cruces Internet services for personal improvement provided that use is consistent with professional conduct and is not used for personal financial gain. Internet relay chat channels or other Internet forums such as newsgroups or net-servers may be used only to conduct work related to business or to exchange technical or analytical information. Internet use must be able to survive public scrutiny and/or disclosure.

Users must comply with all applicable laws and regulations and must respect the legal protection provided by copyright and licenses with respect to both programs and data. Individual users responsible for misuse of the Internet shall be subject to disciplinary action.

Fire Department personnel shall be permitted to use the City's computers during residential hours for personal use, provided that use does not interfere with Departmental business, or violate City policy.

22. CREDIT UNION

Employees wishing to join a credit union or any other financial institution are subject to membership or enrollment requirements as established by those respective unions or institutions. Direct deposits for Las Cruces Fire Department personnel will be allowed into the financial institution(s), account(s) or fund(s) of the Employee's choice (no more than three total transactions).

23. CRITICAL INCIDENT STRESS DEBRIEFING

Incidents and events that occur in the Emergency Responder's job or work environment can have a profound effect on their daily lives and ability to function at work. The Las Cruces Fire Department shall implement a Critical Incident Stress Debriefing program. If a Critical Incident Stress Debriefing team is requested by an outside agency, Management will support Las Cruces Fire Department personnel participating in the program.

The Critical Incident Stress Debriefing team shall consist of a professional, or group of professionals, experienced in Fire Department events or incidents, from outside the Las Cruces Fire Department at the discretion of the Fire Chief. The Critical Incident Stress Debriefing team shall be available at the request of the employee at any rank, Prevention Bureau member or the Battalion Chief.

The Critical Incident Stress Debriefing team shall also be available to the employee's family at no cost to the employee or his/her family.

24. DAYLIGHT SAVINGS TIME

Bargaining unit employees scheduled to work a twenty-four shift during which a change from Mountain Standard time to Mountain Daylight Savings time, or vice-versa occurs, will be paid as follows:

A. When such a shift occurs in the Spring, the employee shall receive his/her full twenty-four hours' pay. Any time worked in excess of the regular shift as scheduled shall be at the applicable overtime rate.

B. When such a shift occurs in the Fall, the employee shall receive his/her regular twenty-four hours' pay. Overtime at the applicable rate shall only be paid for work which is performed before the scheduled starting time and for work performed after the scheduled end of the shift. No additional compensation, at any rate, shall be made for the actual number of hours worked during the scheduled shift.

C. The former rules shall also apply to leave taken by employees during these occurrences.

25. DETAIL REIMBURSEMENT

Las Cruces Fire Department suppression personnel may request mileage reimbursement in accordance with the federal rate when they are reassigned after reporting to their assigned duty station and are required to utilize their private vehicles to report to a temporary assignment at another facility.

26. DISCIPLINE AND DISCHARGE

A disciplinary measure may be imposed upon an employee for misconduct, incompetence, or other valid reasons. When discipline arises from off-duty conduct, such conduct shall be reasonably related to the employee's responsibilities and/or role as a public servant and representative of the City of Las Cruces.

Progressive discipline will be utilized unless the facts of the situation warrant a more severe disciplinary action. The severity of the infraction committed by the employee and the employee's previous work history shall be taken into consideration. Previous disciplinary actions will be considered in the determination of discipline for current infractions using the following criteria:

- Relevance and/or severity of prior disciplinary actions.
- Frequency and/or timeliness of prior disciplinary actions.

An employee shall be allowed to select a UNION or other representative of his or her choice to be present during a meeting with management in which the employee reasonably believes will result in disciplinary action against him or her.

In conducting investigations which may include possible criminal violations by an employee, the City shall comply with applicable Federal and State statutes and regulations.

A. Disciplinary actions shall include the following:

1. Verbal warning or Counseling
2. Verbal reprimand
3. Written reprimand

4. Suspension without pay
5. Involuntary demotion
6. Termination

B. Disciplinary actions with the exception of verbal warnings or counseling's, and verbal reprimands, shall be given to the employee in writing and shall state the reasons for the action. A copy of the disciplinary action shall be placed in the employee's personnel file with the exception of verbal warnings, counseling sessions or verbal reprimands which will be documented in a separate file.

C. Employees will normally be disciplined in private.

D. Verbal warnings, counseling sessions or verbal reprimands may be administered by the employee's immediate supervisor (Lieutenant), with authorization from the Battalion or Deputy Chief.

E. The CITY shall not suspend without pay, involuntarily demote, or terminate any employee without just cause. During the investigation phase, an employee may be placed on paid administrative leave pending the outcome of the investigation.

F. Prior to suspension without pay, involuntary demotion, or termination being taken by management, the employee involved shall be afforded the opportunity of a pre-disciplinary hearing.

DISCIPLINARY PROCEDURES

G. A due process hearing shall be afforded all regular, full-time and part-time employees, who have successfully completed their probation, prior to termination, demotion, or a suspension.

H. The supervisor shall notify the affected employee, both orally and in writing, of his/her recommendation to terminate, demote, or suspend the employee from City service, and his/her reason(s) for doing so. This shall be accomplished in the following manner:

1. The supervisor who initiates such action shall complete a Notice of Intent to Terminate, Demote or Suspend form.

2. The completed form shall include:

   a. The recommended effective date of termination, demotion or suspension.

   b. Reason(s) for terminating, demoting or suspending the employee.

   c. Relevant documentation to support the termination, demotion or suspension. Such documentation shall be attached to the "Notice of Intent to Terminate, Demote or Suspend" form.

      EEO investigative reports are deemed confidential unless otherwise directed by a competent court of jurisdiction or by order of the City Manager. Therefore, if an EEO investigation is the basis of disciplinary action, the affected employee will be provided a summary of the

investigation. The investigation documentation shall not be photocopied or disseminated beyond the EEO office, City Attorney's Office, City Manager's Office or Human Resources Department.

d. Date, time and location of the employee's pre-disciplinary hearing. The hearing must be conducted within five (5) business days from the date of the notice, and may be shortened by mutual agreement.

I. Following notification of intent to terminate, or suspend, the employee may be placed on administrative leave with pay pending the pre-disciplinary hearing outcome. In the case of demotion, the employee shall maintain his/her position pending the outcome of the hearing.

J. The pre-disciplinary hearing shall be conducted by the Department Director of the Supervisor recommending the disciplinary action.

1. The hearing shall be recorded. The original recording shall be transcribed by the Department, attached with any resulting disciplinary action and submitted to the Human Resources Department.

2. Participants in the hearing should be limited to the Department Director, Recording Secretary, Employee and one representative if requested by the employee. Witnesses may be allowed where applicable.

K. The Hearing Officer (the Department Director) shall state the reason(s) for the disciplinary action and review relevant supporting documentation. The employee and/or his/her representative shall be afforded an opportunity to refute the reason(s) for disciplinary action and enter into the record any relevant documentation to support his/her position.

L. The Department Director shall forward his written recommendation, based on the evidence presented at the pre-disciplinary hearing, along with the Personnel Action Notice and transcript of the hearing to the Human Resources Department. The Human Resources Department will send the PAN, transcript and any other supporting information to the City Manager for final action.

M. The employee shall normally be notified by the Department Director, within five (5) business days of the results of the hearing.

N. Employees may greave disciplinary actions as provided for elsewhere in this Agreement.

O. The Personnel Action Notice signed by the City Manager will be forwarded to the Human Resources Department who will prepare all appropriate paperwork and will ensure proper notification of the employee.

27. DISCRIMINATION

There shall be no discrimination, interference, restraint, retaliation, or coercion by the CITY or the UNION against any employee for his/her activity on behalf of, membership, or non-membership in the UNION.

The CITY shall not discriminate against any employee because of membership in the UNION or for legitimate UNION activity.

It is the mutual obligation of the CITY and the UNION to assure that no employee shall be subject to any discrimination because of gender, color, religion, race, citizenship, disability, national origin, sexual orientation, or age.

28. EMERGENCY MEDICAL SERVICES

It will be the responsibility of the Las Cruces Fire Department to provide and pay for all necessary training to maintain EMT-Basic, EMT-Intermediate, and EMT-Paramedic licensure.

The Las Cruces Fire Department and the UNION agree to work together to further develop and enhance EMS services provided within the City of Las Cruces.

29. EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program shall be available to any Las Cruces Fire Department employee and/or family member that may wish to consult with a professional counselor regarding a personal or family problem. The services provided shall be confidential and shall be available at no cost to the individual. The range of problems for which any Las Cruces Fire Department employee and/or family member may seek assistance include but are not limited to:

- Stress
- Emotional problems
- Family or marital problems
- Alcohol or other substance abuse
- Financial problems
- Work-related difficulties
- Conflict management
- Other problems

The counseling services which shall be provided are short-term, focused on problem solving and shall be practical in nature. In the instance where an individual and/or family member is specifically in need of a great level of assistance, that person or persons shall be referred to the most appropriate professional as provided for in the employee's benefit package.

30. EMPLOYEE DATA

The purpose of this article is to maintain accurate employee information so that in the event of an emergency and during normal operations, correct information is readily available and prompt notification can be made.

All employees must have some method of being contacted when they are off duty. All Las Cruces Fire Department employees are encouraged to maintain a telephone in their residence. Employees will have Employee data on file at the Fire Department and the Human Resources Department.

Employee data includes, but is not limited to:

- Current address
- Emergency notification information including names, addresses, and telephone numbers
- Date of birth
- Date of hire
- Social security number (HR only)
- Employee number
- Driver's license number, class, and expiration date

This information shall be retained in a confidential department file.

An employee must provide the above information to his/her Battalion Chief no more than three (3) working days after a change in employee data occurs. At that time, the employee shall complete the appropriate documents. The completed documents will then be forwarded to the database coordinator for input into the database.

31. EMPLOYEE RIGHTS TO PERSONNEL FILES

Las Cruces Fire Department employees' official personnel file will be administered in accordance with the following provisions:

- The CITY shall maintain an official personnel file for each employee. The file will be maintained in the City Human Resources Department.
- An employee shall be permitted to review material contained in his/her official file. A designated representative of the City Human Resources Department may be present during the file review. The file reviewer may be required to sign and date a form maintained in the personnel file.
- The CITY will honor reasonable requests for a copy of any document in the official file for the employee. The employee may be required to assume a reasonable cost for the copies.
- An employee shall be entitled to provide a written response to any adverse material contained in their official file, if submitted by the employee within thirty (30) calendar days of the employee's receipt of notice of the existence of such material.
- The Department and each supervisor may maintain a working file that is separate from the official file.

32. EXTRA DUTY ASSIGNMENTS

The Las Cruces Fire Department shall make an honest attempt to grant extra duty assignments in a fair manner in an effort to develop organizational member's career skills.

33. FITNESS FOR DUTY AND RETURN TO DUTY

FITNESS FOR DUTY

The Las Cruces Fire Department may require an employee to undergo a fitness-for-duty examination when there is a reasonable belief, based on objective information obtained or reasonably available, that the employee's ability to perform essential job functions will be impaired by a medical condition or that he/she will pose a direct threat due to a medical condition. The need for a medical evaluation must be clearly supported by the nature of the work and objective medical or other factual information. The examination shall be conducted by a medical professional selected by the CITY. All costs associated with such an examination will be borne by the Department in which the employee is assigned.

If an employee is impaired in his/her capability to safely and effectively complete work assignments, and a fitness-for-duty examination supports this conclusion, options may include:

1. Transferring the employee to a vacant position for which the employee is qualified and that accommodates his/her medical condition limitations;

2. Accommodating the employee in his/her current position by modifying work assignments and/or the work environment;

3. Accommodating the employee by re-assigning him/her to light duty status and providing an opportunity for rehabilitation;

4. Or, if an accommodation is not feasible in enabling the employee to perform the essential functions of the job held or vacant positions for which the employee is qualified are not available, and if an accommodation does not reduce any direct threat issues to an acceptable level, the employee may be medically retired or terminated. When an employee is assigned to a vacant position their pay will be adjusted commensurate with the pay rate for that position.

PROCEDURE:

If the Las Cruces Fire Department has an employee with a medical condition which appears to impair his/her capabilities to safely and effectively perform the essential functions of the job, or who poses a direct threat due to a medical condition, the Human Resources Director shall be contacted pertaining to a possible fitness for duty examination. The Department must be prepared to discuss the following:

1. What objective evidence supports the need for a fitness for duty examination?

2. What is the reasonable belief that the employee's ability to perform essential job duties is impaired?

3. What is the basis for any belief of direct threat?

4. What knowledge exists that performance issues are linked to a medical

condition?

If the answers to these questions indicate to the Human Resources Department Director the need for further evaluation, then the CITY shall proceed with the following:

1. A psychiatric examination or psychological assessment must be conducted in accordance with accepted professional standards by a licensed practitioner or physician authorized to conduct such examinations, and may only be used to make a legitimate inquiry into a person's mental fitness to successfully perform the essential functions of his/her position without direct threat to the individual in question or to others.

2. The scope of any fitness for duty examination shall be limited to the specific medical condition and how such condition affects or may affect the employee's ability to perform essential functions or pose a direct threat.

3. All medical information obtained through the fitness for duty provisions shall be maintained by the Human Resources Department as strictly confidential and shall not be a part of the employee's personnel file.

4. When the Las Cruces Fire Department requests a medical examination, it must inform the employee in writing of its reasons for doing so and the consequences of failure to cooperate. The CITY will designate the examining physician or other appropriate practitioner, but will offer the individual an opportunity to submit medical documentation from his/her personal physician or practitioner. The CITY will review and consider all such documentation supplied by the individuals' personal physician or practitioner along with the documentation from the examining physician selected by the CITY. Should the employee wish to submit medical documentation from his/her personal physician or practitioner, the employee shall pay for all examinations and documentation charges.

5. Any employee who refuses to undergo a required fitness for duty examination shall be found insubordinate and subject to discipline up to and including termination.

RETURN TO DUTY

Any bargaining unit employee who suffers an illness or injury and is unable to report to duty shall immediately notify his/her supervisor (Battalion Chief) of that fact. If the illness or injury shall exceed two weeks duration then the following Return to Duty procedures may be applicable. This shall be determined on a case-by-case basis. This Article shall also apply to employees who fail to successfully complete their annual Physical Performance Evaluation (Agility Test).

Prior to returning to duty from any extended illness or injury (greater than five consecutive shifts for 56 hour personnel or two weeks for 40 hour personnel) a doctor's "return to work" statement shall be obtained from the attending physician. A doctor's "return to work" statement shall also be required for any on-the-job injury where a physician evaluated the employee. The doctor's "return to work" statement shall be presented to the employee's Battalion Chief prior to reporting to his/her assigned workstation.

In the case of illness or injury where the employee was absent from work for a period of more than 30 calendar days, the employee shall be required to complete the Physical Performance Evaluation (Agility Test) prior to return to full duty. When the employee's Battalion Chief receives the doctor's "return to work" statement, the employee will be scheduled for the Physical Performance Evaluation. In the event the employee is unable to successfully complete the Physical Performance Evaluation he/she shall not be considered fit for duty and shall not be allowed to return to full duty. The employee shall begin the steps as outlined in this section to become qualified fit for duty.

This provision shall apply to employees who fail to successfully complete the annual Physical Performance Evaluation (Agility Test).

1. If the employee is able to work he/she shall be placed on light duty status. If the employee is unable to work he/she may apply for Family Medical Leave until such time as he/she is able to return to work. Refer to the CITY'S Family Medical Leave policy for additional information.

2. The employee shall be afforded the opportunity to participate in an on-duty physical fitness program if needed as determined by the employee's illness, injury or limitations.

3. The physical fitness program shall be structured to rehabilitate the employee and shall provide for strength training, flexibility, and cardio-vascular conditioning.

4. A reasonable period of time each work day shall normally be allowed for the employee to participate in a physical fitness program. This is to allow for dressing, showering, and travel.

5. The employee shall be allowed the use of appropriate DEPARTMENT facilities to accomplish his/her physical training.

6. The employee may be monitored to insure that he/she is utilizing the time appropriately. Abuse of this time shall subject the employee to disciplinary actions up to and including termination.

7. After a period of up to thirty (30) calendar days, the employee shall be scheduled for a second Physical Performance Evaluation. Upon successful completion of the evaluation the employee shall be allowed to return to full duty. If the employee is again unsuccessful in completing the Physical Performance Evaluation, he/she shall continue in this program. After each successive time period, the employee shall be re-evaluated.

8. In no case shall an employee be allowed to continue beyond a maximum time period of ninety (90) days. At this point if the employee is unable to return to full duty, an evaluation shall be conducted by the Disability Review Team to identify options available to the employee which may include consideration of medical retirement or termination.

34. GRIEVANCE PROCEDURE

The CITY and the UNION agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed through the following formal grievance procedure.

A. PURPOSE

1. The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems, which may arise and are subject to review under this procedure. There shall be no other grievance or appeal procedure for employees in the bargaining unit other than that contained in this Article.

B. DEFINITIONS

1. A "grievance" shall be defined as a dispute which alleges:

   e. A violation of this Agreement or;
   f. A written reprimand or;
   g. A disciplinary suspension without pay or;
   h. An involuntary termination of employment or;
   i. An involuntary demotion involving an actual loss of pay.

2. A "grievant" shall be any employee, group of employees, or the UNION.

C. PROCEDURE

1. The number of days indicated at each level of this procedure shall be considered a maximum, and every reasonable effort shall be made to expedite the process.

2. If the CITY or department fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.

3. If the grievant fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered null and void.

4. The time limits set forth herein may be extended provided the parties have mutually agreed in writing upon the extension.

5. A grievance shall not be considered unless the grievant initiates the grievance no later than ten (10) business days after the grievant knew, or reasonably should have known of the action which precipitated the grievance. In the case of disciplinary action, the date of the action precipitating the grievance shall be the date of the delivery of the official written notice of discipline.

D. STEPS

1. The grievant shall first discuss the grievance with the immediate supervisor (Battalion Chief or Deputy Chief) directly with the objective of resolving the grievance. If the grievance is not resolved within ten (10) days, a written grievance may be filed with the Deputy Chief. To be considered, the grievance must be timely submitted and contain at a minimum, what contractual provision(s) of this collective bargaining agreement is alleged to have been violated, the facts constituting the alleged violation and the relief sought. Such grievance must be filed within ten (10) days from the supervisor's response or the date such response was due.

2. If, after ten (10) days from the date the grievance is filed with the Deputy Chief the grievance is not resolved, a grievance may then be filed with the Fire Chief. No later than ten (10) days following receipt of the written grievance, the Chief or his designee, shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the witness) to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party.

3. The Fire Chief, or designee, will have ten (10) days to render a decision.

4. In the case of grievances related to contract interpretation the Union may request the services of the FMCS to provide grievance mediation services. If the grievance is not resolved through mediation it may be appealed to the City Manager.

5. If the grievance is not resolved with the Fire Chief's decision or mediation, the grievance may be filed with the City Manager, or designee outside the Las Cruces Fire Department, who may take whatever action he/she chooses to resolve the grievance. The City Manager will have ten (10) days to render a decision, which shall be final and binding on the parties. If the grievance pertains to a disciplinary action involving a suspension without pay, an involuntary demotion, or a termination, the grievant and/or the Union may request arbitration if they are dissatisfied with the City Manager's decision by filing a Request For Arbitration with Federal Mediation and Conciliation Service (FMCS). This request shall be made within ten (10) days of the City Manager's decision. The UNION shall immediately serve a copy of the Union's request for arbitration to the City Manager.

E. ARBITRATION

1. The arbitrator will be selected from a list of seven arbitrators requested from the Federal Mediation and Conciliation Service. The moving party to the arbitration shall strike the first name from the list. The parties shall alternately strike names until there is one name remaining who shall be the arbitrator.

2. The arbitrator shall conduct the hearing as soon as possible.

3. The arbitrator's decision shall be in writing and shall include the decision, the rationale and, if appropriate, relief. The arbitrator shall not have the authority to expand, or add to, the rights employees or the UNION have under the terms of this Collective Bargaining Agreement.

4. The arbitrator's decision shall be final and binding on the parties and shall constitute an award within the meaning of the Uniform Arbitration Act. Reasons for appeals to court are set forth in the Uniform Arbitration Act.

5. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses. The parties may mutually agree to share the cost of providing a verbatim record of the proceedings.

F. MISCELLANEOUS

1. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the proceeding of a grievance.

2. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.

3. An employee, acting individually, may present a grievance without the intervention of the UNION provided the grievance has been processed in accordance with this procedure. Any adjustment made shall not specifically violate the provisions of this Collective Bargaining Agreement.

4. If a grievance affects a group of two (2) or more employees or involves an action or a decision by the CITY or the Department which has a department wide impact, the UNION may submit the grievance on behalf of the affected employees.

5. All documents related to a grievance shall be maintained as a separate file from an employee's personnel file. This provision shall not apply to documents related to a grievance over a disciplinary action unless such documents are removed from an employee's personnel file as relief given in the disposition of a grievance.

6. All grievances and grievance responses shall be filed and processed in accordance with this Collective Bargaining Agreement.

7. The grievant and the UNION'S processing of grievances shall be conducted on non-City paid time unless otherwise agreed to by the parties or during duty-free residential hours.

35. HEALTH INSURANCE BENEFITS / GROUP INSURANCE PLAN / DISABILITY INSURANCE / LIFE INSURANCE

The CITY shall continue to provide to all employees in the bargaining unit, health, disability, and life insurance benefits as adopted by City Council.

Prior to any changes, the CITY and UNION will meet in good faith to discuss options prior to the implementation of any changes.

36. HOLIDAYS

During the term of this Agreement, all bargaining unit employees working a 56-hour week schedule shall receive twelve (12) hours of holiday pay at the employees' regular hourly rate for each holiday recognized by the CITY.

During the term of this Agreement, all bargaining unit employees working a 40-hour week schedule shall receive eight (8) hours of holiday pay at the employees' regular hourly rate for each holiday recognized by the CITY plus one and one-half (11/2) times their hourly rate for all time worked on that holiday.

Employees in the bargaining unit shall be entitled to the holidays identified by City Council.

The use of paid leave during the pay period including any of these holidays shall not be cause for a loss of holiday pay whether or not the employee was scheduled to work such holiday.

These holidays will be paid when the City recognizes them.

37. HOURS OF DUTY

The schedule for fire suppression personnel shall be twenty-four (24) hours on-duty followed by forty-eight (48) hours off-duty. Duty-time shall be 08:00 hours until 08:00 hours twenty-four (24) hours later. Suppression personnel work an average of fifty-six (56) hours per week.

Overtime shall comply with the provisions of the Fair Labor Standards Act.

The schedule for non-suppression personnel shall be forty (40) hours per week.

EARLY RELIEF

An employee is expected to be in uniform and fully prepared to assume the employee's duties at the beginning of the employee's assigned shift. The employee shall remain on duty until the end of their assigned shift unless the employee is permitted by the Lieutenant to be relieved prior thereto for good cause shown. It shall be permissible for oncoming employees to relieve employees on the previous shift prior to the scheduled starting time. Any early relief amongst employees shall be done as a voluntary agreement between the participating employees. Early relief shall not be counted as additional time worked. For pay purposes, the employee permitted to leave early shall be deemed to have completed his/her assigned shift, and the employee who agreed to report early shall be deemed to have commenced work at his/her regular duty-time.

TARDINESS

An employee shall be deemed to be tardy if the employee reports after the regular duty-time and may be subject to disciplinary action as deemed appropriate by Management.

Tardiness does not apply to employees who are already on duty due to overtime or changes of shift and are traveling between shifts and stations provided such travel time is within a reasonable amount of time. These employees should notify the appropriate station of their status.

VOLUNTARY HOLDOVER

If an employee calls in prior to the beginning of the shift with an excuse acceptable to the Lieutenant and another employee agrees to voluntarily "hold over" until the late employee arrives, the late employee shall not be deemed to be tardy. Any voluntary holdover amongst employees shall be done as a voluntary agreement between the participating employees. Voluntary holdovers shall not be counted as additional time worked. For pay purposes, the employee who agrees to "hold over" shall be deemed to have ceased work at the end of his/her regular duty-time and the employee who is late shall be deemed to have commenced work at his/her regular duty-time.

Habitual use as determined by Management will require this practice to cease for that employee. Continued abuse of this practice will subject the individual to disciplinary action.

38. LOST, DAMAGED, OR STOLEN PROPERTY

Employees shall be responsible for and not misuse City property, records, or other materials in their care, custody, and control. City property, records, or other materials shall not be removed from the premises without written permission from the station Lieutenant or Battalion Chief.

Bargaining unit members, who have lost, damaged or had City property stolen in the line-of-duty, regardless of cost, will not be required to reimburse the CITY for the cost of the items. Lost or damaged equipment as a result of employee negligence or criminal act are not covered by this article.

All instances of lost, damaged, or stolen property will be reported to the Battalion Chief on duty in writing at the time of discovery of the occurrence.

Restitution for lost, damaged or stolen personal items required to be carried or utilized by employees in the performance of their duties, shall be referred to the CITY'S Risk Management Department.

39. MDA FILL THE BOOT

The Las Cruces Fire Department may, when staffing allows, provide on-duty personnel to participate in the annual "MDA Fill the Boot" charity event. Management may allow the use of Las Cruces Fire Department uniforms and fire fighting bunker gear for use during the event. The Las Cruces Fire Department may allow for the staging of fire apparatus at designated collection points for display and public relations support. On-duty fire apparatus and crews shall remain available for emergency response from these

locations.

The Las Cruces Fire Department may allow the use of duty time for those Las Cruces Professional Fire Fighters attending the ceremonial check presentation to the Muscular Dystrophy Association if staffing allows.

40. MEDICAL DIRECTOR

The Las Cruces Fire Department shall provide Medical Direction for all levels of service provided in its protocols.

41. NEPOTISM

No person shall be hired, promoted, demoted or transferred to a position which is under the direct supervision in the departmental chain of command of a relative who is related by blood, adoption, or by marriage to a third degree of kindred. The third degree of kindred includes spouses, parents, children, brothers, sisters, grandparents, grandchildren, aunts, uncles, nieces and nephews. The restriction shall also apply to relationships having the characteristics of a family relationship, and to members of the same household. In the event two (2) employees are in a position of direct supervision through any departmental chain of command or either of the two employees establish a relationship, then the affected employee or employees may request a transfer to alleviate the situation or the City Manager may transfer or demote one of the two affected employees to a position removed from the supervisory control of the other. However, the City Manager may waive the restrictions in this section if, in the opinion of the City Manager, it is clearly in the City's best interest. This article shall not apply during emergency operations or incidents or temporary assignments.

An incumbent who willfully fails to reveal (or remains silent about) a relative who is hired into their direct chain of command, or is transferred to his/her unit, shall be subject to disciplinary action.

42. OUTSIDE EMPLOYMENT

Employees have the right to maintain outside employment, however, no employee may engage in any employment activity or enterprise which has been determined to be inconsistent, incompatible, or in conflict with the duties or functions and responsibilities of the employing department, as determined by the City Manager. All requests for outside employment shall be submitted in writing, and approved, denied, or revoked in writing. The City Manager, in making a determination of whether there is a conflict of interest, may consider factors such as conflict of employment, use of city time, or the influence of an employee's position with the City. The City Manager shall also carefully weigh outside employment activities which involve the performance of an act in another capacity as an employee which may later be subject, directly or indirectly, to control, inspection, review, audit, or enforcement by that employee.

43. PAY PERIOD / WORK PERIOD

For the purpose of this Agreement, the pay period for fifty-six (56) hour employees shall be fourteen (14) days and the work period shall be twenty-eight (28) days.

Las Cruces Fire Department personnel shall be paid biweekly.

The pay period shall start at 00:00 hours on Sunday, and shall end fourteen (14) days later on Saturday at 24:00 hours.

For pay purposes, the calculation of hours worked shall equal the number of hours on duty. There shall not be any forms of reduced pay while on duty.

For fifty-six (56) hour employees, the CITY shall comply with the provisions outlined in the Fair Labor Standards Act for any hours worked in excess of two hundred twelve (212) hours per twenty-eight (28) day work period.

For forty (40) hour employees, the CITY shall comply with the provisions outlined in the Fair Labor Standards Act for any hours worked in excess of forty (40) hours per week.

All hours on duty shall be counted as hours worked.

44. PAYROLL DEDUCTION OF DUES AND FEES

The UNION shall indemnify, defend and save the CITY harmless against all claims that shall arise out of or as a result of any conduct taken by the CITY for the purpose of complying with this Article.

BARGAINING UNIT MEMBERS

The CITY agrees to deduct, each pay period, dues and fees in an amount certified to be current by the Treasurer of the UNION, from the pay of those employees who have completed payroll deduction authorization forms. The total amount of deductions shall be remitted together with the names of the employees from whom dues have been collected, normally within ten (10) days after such deductions are made by the CITY, to the Treasurer of the UNION.

This service fee deduction for a member of the bargaining unit may be made only if the accrued earnings of the employee are sufficient to cover the service fee after all other authorized payroll deductions have been made.

PROBATIONARY FIRE FIGHTERS

Probationary Fire Fighters may participate in the UNION'S pay roll deduction of dues. Probationary Firefighters may join and participate in the Las Cruces Professional Fire Fighters Association (the UNION) without fear of reprisal or intimidation from the CITY or Management. If probationary Firefighters join the UNION, they continue to remain non bargaining unit members during the length of their probationary period.

45. PERFORMANCE EVALUATIONS

Performance Evaluations are used to provide feedback to bargaining unit employees and

are not designed or intended to be used as disciplinary actions and will not be used in such manner. Performance Evaluations may however be used to support disciplinary actions. Employees will be assessed in relation to the essential job functions of their position for the previous year. Evaluations may also be used to identify and establish employee goals for the upcoming year. Personal Improvement Plans may be developed to address specific employee deficiencies. The Personal Improvement Plan will identify those deficiencies and establish specific measurable goals. The Performance Evaluation and Personal Improvement Plan are formal reports that will become a part of the employee's personnel file.

Performance Evaluations are to be completed on an annual basis during the anniversary month of hire. They are to be revisited by the employee and his/her supervisor six months from the date of completion to provide feedback and follow up on any goals that were identified.

Other evaluations such as incident evaluations or special evaluations, may be utilized in order to provide additional feedback to employees. These types of evaluations will generally be specific to one aspect of job performance and should remain in the employee's working file as identified in this Agreement.

46. P.E.R.A. RETIREMENT PROGRAM

The City has adopted Municipal Fire Plan 5 of the Public Employee Retirement Association (PERA). The CITY and Employees will continue to pay the current contribution rates during the term of this Agreement.

Should PERA mandate an increase or change, the parties shall reopen negotiations on their respective share of the increase or change.

47. PERSONAL LEAVE

Las Cruces Fire Department personnel shall be granted personal leave to conduct personal business. Personal leave shall be used in one (1) hour increments or more and will be considered the same as hours worked.

In the first pay period in January, Las Cruces Fire Department personnel shall be granted:

- 56 hour Employees - 12 hours Personal Leave
- 40 hour Employees - 8 hours Personal Leave

A. Effective on the first full pay period after adoption of this agreement by the City Council and ratification by Union membership:

1. Fifty-six (56) hour employees shall receive an additional twelve (12) hours of personal leave.

2. Forty (40) hour employees shall receive an additional eight (8) hours of personal leave.

3. These additional hours will be in effect until January 2nd, 2011.

4. Leave will be requested as per applicable policy.

48. PERSONNEL REDUCTION

In the event that a reduction in force is necessary, the following procedure shall be utilized:

A. Authority, Pursuant to City regulations and State law, the CITY has the authority to discharge, terminate, or lay-off employees in this bargaining unit at any time when a reduction in personnel is required.

B. When the Council and/or CITY anticipates a Reduction in Force (RIF) or lay off which might result in the discharge or termination of an employee or employees in this bargaining unit, the CITY will notify the UNION and the affected employee or employees in writing a minimum of one pay period prior to the implementation of the RIF. In lieu of such notice, the affected employee or employees may be given severance pay in an amount equivalent to the amount of notice, or portion thereof. The UNION may request in writing, to meet with representatives of the CITY to discuss possible alternatives to the RIF provided that such request is made not longer than five (5) days after receipt by the UNION of the CITY'S notice of intent to RIF.

C. No regular Fire Department employee shall be discharged or terminated as a result of a RIF until all new hire probationary or temporary fire department employees have been discharged or terminated.

D. Employees will be laid off in reverse order of seniority. When two or more employees have identical seniority then a determination shall be made by random lottery conducted jointly by the UNION and Management.

E. Laid off employees will be recalled in reverse order of lay off and will remain eligible for recall for a period of two years.

F. Prior to filling vacant positions through a new promotional process, all personnel who have voluntarily demoted to a lower rank as a result of the reduction in force shall be advanced to available vacant positions which they held prior to such voluntary demotion.

G. Laid-off employees will provide the CITY a contact name, phone number, and address in the event that their position becomes available.

H. The CITY will advise the employee to be recalled by certified or registered US mail.

I. Upon receiving notice of recall, an employee has five (5) business days to signify their intention of returning to work with the CITY and will advise the date they will be available to return to service. The return to service date must not be later than fifteen (15) business days from the date the employee received the recall notice. The notice of recall shall be sent to the employee's last known

address. The employee shall be responsible for maintaining a current address with the CITY'S Human Resources Department.

J. Employees failing to comply with this section will forfeit their recall rights. Failure to report following the receipt of a recall notice, will be considered an automatic resignation, and shall not be subject to a grievance. It is understood that the CITY will have discharged its obligation of notification to laid-off employees by giving notice as herein outlined.

49. PRINTING AND DISTRIBUTION OF AGREEMENT

The CITY will post the Agreement on the CITY intranet system with the understanding that hard copies will not be reproduced at the CITY's expense.

50. PROBATIONARY PERIOD

During periods of continuous employment, no other probationary period shall be placed or mandated on a member of the bargaining unit for any reason including disciplinary actions or promotions.

The 12 month probationary period may be extended in accordance with the CITY's personnel rules.

51. RECOGNITION

The CITY recognizes the UNION as the sole and exclusive bargaining agent for all regular non-probationary employees of the Las Cruces Fire Department as listed below. The UNION shall represent the interests of all employees in the bargaining unit without discrimination or regard to membership in the UNION.

Bargaining unit positions are as follows:

- Firefighter
- Driver/Operator
- Lieutenant
- Fire Inspector
- Fire Inspector/Investigator

No new classifications or positions will be made within the bargaining unit without prior notification to the UNION and the UNION'S opportunity to meet with Management and Human Resources to discuss the new classifications at length.

52. RECRUIT SELECTION PROCESS

The UNION shall appoint members to any recruit selection committee, assessment group, or other process to select new Las Cruces Fire Department recruits. The number of UNION appointments to the committee, assessment group, or other selection group

shall be up to one half of the total number of individuals in such group. Time spent in participation in selection committees shall be considered as hours worked for bargaining unit employees.

53. RESIDENTIAL SUPPORT

The CITY shall provide clean and safe fire stations. The CITY shall supply safe and comfortable furniture to include office furniture. The CITY shall provide safe and modern cooking appliances, cook ware, dishes and utensils. The CITY shall provide linen replacement as needed as well as washer and dryer facilities. The CITY shall provide access to television cable/satellite service in all new construction. The CITY shall provide separate men's and women's facilities, including dormitories, where applicable. The CITY shall provide pest control services, building maintenance, and repair as needed. The CITY shall provide janitorial supplies, sanitary supplies, and all things as done in the past to continue safe and efficient living in all occupied fire stations.

54. SAFETY AND HEALTH

It is the duty of the CITY and the UNION to maintain the highest standards of safety and health in the Las Cruces Fire Department in order to eliminate as much as possible, accidents, deaths, injuries, and illness to Fire Department personnel.

The Department shall maintain an on-going safety committee to review and evaluate the organization's operations to ensure conformance with nationally recognized standards. The committee will identify deficiencies and make recommendations on possible solutions.

55. SENIORITY

Seniority shall be defined as the length of continuous service from the date of hire as a Firefighter in the Las Cruces Fire Department.

Upon the successful completion of the probationary period, a Firefighter will be credited with length of service seniority retroactive to the beginning of the probationary period with the Las Cruces Fire Department.

Employees covered by this Agreement shall lose their seniority status and their name shall be removed from the seniority list if that employee resigns, is discharged, or retires.

The CITY shall establish a seniority list which shall be brought up to date as of July 1 of each year and posted as such on Las Cruces Fire Department bulletin board at Station 1 for a period of not less than thirty (30) days. The CITY shall provide a copy to the UNION Secretary within a reasonable time.

Any objection to the Seniority List must be reported to the City's Human Resources Department within thirty (30) days from the first day of posting. After appropriate corrections are made the list shall stand approved.

56. SHIFT EXCHANGES / TRADING TIME

Shift trades are a voluntary contract between two (2) employees. Licenses and/or specialties shall not be a factor. Shift trades shall be limited to employees of equal rank. A shift trade may be denied if it interferes with the operations of the Las Cruces Fire Department.

The CITY shall have no obligation to maintain records of hours traded, and the hours for FLSA purposes shall be calculated as if the regularly assigned person is present for work. All shift trades shall be documented appropriately so it is clear who is responsible to work. Normally shift trades should be requested at least fifty (50) hours prior to the shift to be traded. This request shall be submitted for approval through the Battalion Chief. The necessary means to submit requests shall be available at each fire station.

The CITY shall not assume any liability for time lost to an employee because of a shift trade.

Employees who agree to the shift trade are responsible for the revised work schedule, and may be disciplined for an absence or lateness. Time shall be allowed for employees to travel from shifts and between stations. This travel time shall count as time worked. Employees working shift trades will make a reasonable attempt to arrange for coverage for his or her travel time. In the event coverage cannot be secured the Battalion Chief shall be notified.

Any employee who is scheduled to work and makes arrangements to have another employee work on his/her behalf, is responsible to have the shift hours covered. If the time is not covered for any reason, the scheduled employee will owe the CITY the number of hours that were not worked, to be paid back at the CITY'S discretion.

57. SPECIAL EVENTS

No special event will take priority over a fire company's or special team's ability to respond immediately to emergency service needs.

58. SPECIAL TEAMS AND PROGRAMS

The Las Cruces Fire Department shall continue to maintain special teams/programs as determined to be appropriate. The following teams have been determined as appropriate and are currently established and recognized by the Las Cruces Fire Department:

Air Maintenance Program
Aircraft Rescue and Fire Fighting Team
Hazardous Materials Response Team
Technical Rescue Team

These teams/programs shall be positioned at the most appropriate station based on

team/program functions and responsibilities.

The Las Cruces Fire Department shall designate needed certifications to establish participation as a special team/program member. All special teams/programs shall be trained and fully certified to all applicable current standards to include any FAA, OSHA, NFPA, State of New Mexico and Las Cruces Fire Department standards.

All required safety and fire fighting equipment and gear will be individually fitted and issued to all core members assigned to a special team.

Annual training shall be provided to maintain certification and proficiency at no cost to core team members. The CITY shall allocate funds for specialized training as deemed necessary by management.

All training hours, if pre-approved by management, shall be considered time worked for payroll purposes.

59. SHOPPING EVENTS

On-duty participation shall be granted for any Las Cruces Fire Department function, shopping, or eating at restaurants, provided that such events do not affect emergency response capabilities and resource availability. On-duty fire apparatus and crews shall remain available for emergency response from these events.

60. STAFFING

The CITY and the UNION acknowledge that the staffing levels in the Las Cruces Fire Department can have an impact on the safety of the firefighters and the quality of services delivered to the community. The Las Cruces Fire Department has set certain staffing goals and shall attempt to maintain those goals during the term of this agreement. Minimum staffing goals shall be no more than two (2), three (3) person companies.

61. STANDBY PAY/ ON-CALL PAY

Bargaining unit employees who are required to be "On-Call" shall be compensated at rate of $65.00 per week or $9.29 per day for their on-call status. On-call status shall not be considered as time worked for overtime purposes. Compensation for an employee who is called back to work while on standby shall be in accordance with Article #14, Callback Pay/Show-up Pay.

62. SUBCONTRACTING

The CITY agrees that prior to contracting or sub-contracting out work currently being performed by members of the bargaining unit the following provisions shall apply:

A. The UNION will be given thirty (30) days notice.

B. The notice shall identify the affected positions.

C. The UNION will be allowed to meet with the City Manager to discuss possible alternatives to the situation.

63. TRANSFERS AND VACANCIES

A. Temporary Transfers – Temporary transfers may be made immediately and should normally not exceed thirty (30) days. Longer temporary transfers may be made in order to accommodate Firefighter Trainee rotations or organizational needs. Consideration will be given to rank, seniority, experience, and medical licensure of the personnel.

B. Permanent Transfers – Permanent position openings not involving promotion shall be filled using the following procedures:

1. Employees who desire to transfer shall provide written notice of such desire to their shift commander.

2. Employees requesting a transfer will be given first preference when filling transfers resulting from vacancies. Consideration will be given to rank, seniority, experience, and medical licensure of the personnel.

3. Upon transfer, a copy of the two (2) most recent annual employee evaluations shall be provided to the new supervisor.

4. Management may assign someone to fill the vacancy based on the organizational needs of the Department.

64. UNIFORMS

The CITY shall continue to provide to all bargaining unit members the proper number of uniforms and equipment necessary as determined by the department to maintain the professional image of the Las Cruces Fire Department.

A good faith effort will be made by the CITY to ensure the appropriate number of uniform items are kept in stock in the department's uniform warehouse. The department shall maintain an adequate inventory to replace uniforms in a timely manner.

65. UNION BUSINESS LEAVE

The UNION President and/or his/her designee may be allowed to attend UNION meetings or functions when staffing allows. This request must be made in a timely manner and must be done through the normal chain of command.

66. WORKER'S COMPENSATION

All bargaining unit members are covered under the provisions of the New Mexico Worker's Compensation Act. All on the job accidents must be reported immediately to

the employee's supervisor. Any questions regarding Workers' Compensation or on-the-job injuries, should be directed to the City's Risk Management Department and/or Human Resources Department.

In witness whereof, the parties hereto have set their hands and seals this _____

LAS CRUCES PROFFESIONAL FIREFIGHTERS ASSOCIATION

_____
PRESIDENT

_____
SECRETARY

CITY OF LAS CRUCES

_____
MAYOR

_____
CITY MANAGER

_____
CITY CLERK

_____
CITY ATTORNEY
Approved to form

LCFD PAY SCALE (Effective 3/16/08)

LONGEVITY	Year 2	Year 3	Year 6	Year 9	Year 12	Year 15	Year 18	Year 21
FF	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Hourly	13.0306	13.6821	14.3662	15.0845	15.8388	16.6307	17.4623	18.3354
Bi-weekly	1,459	1,532	1,609	1,689	1,774	1,863	1,956	2,054
Monthly	3,162	3,320	3,486	3,661	3,844	4,036	4,238	4,449
Annual	37,945	39,842	41,834	43,926	46,123	48,429	50,850	53,393
FFI	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Hourly	13.3564	14.0242	14.7254	15.4617	16.2347	17.0465	17.8988	18.7937
Bi-weekly	1,496	1,571	1,649	1,732	1,818	1,909	2,005	2,105
Monthly	3,241	3,403	3,573	3,752	3,940	4,137	4,343	4,561
Annual	38,894	40,838	42,880	45,024	47,276	49,639	52,121	54,727
FFP	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Hourly	13.6821	14.3662	15.0845	15.8388	16.6307	17.4623	18.3354	19.2521
Bi-weekly	1,532	1,609	1,689	1,774	1,863	1,956	2,054	2,156
Monthly	3,320	3,486	3,661	3,844	4,036	4,238	4,449	4,672
Annual	39,842	41,834	43,926	46,123	48,429	50,850	53,393	56,062
DO		**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Hourly		15.0503	15.8029	16.5930	17.4227	18.2938	19.2085	20.1689
Bi-weekly		1,686	1,770	1,858	1,951	2,049	2,151	2,259
Monthly		3,652	3,835	4,027	4,228	4,439	4,661	4,894
Annual		43,827	46,018	48,319	50,735	53,272	55,935	58,732
DOI		**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Hourly		15.4266	16.1979	17.0078	17.8582	18.7511	19.6887	20.6731
Bi-weekly		1,728	1,814	1,905	2,000	2,100	2,205	2,315
Monthly		3,744	3,931	4,127	4,334	4,550	4,778	5,017
Annual		44,922	47,168	49,527	52,003	54,603	57,333	60,200
DOP		**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Hourly		15.8029	16.5930	17.4227	18.2938	19.2085	20.1689	21.1773
Bi-weekly		1,770	1,858	1,951	2,049	2,151	2,259	2,372
Monthly		3,835	4,027	4,228	4,439	4,661	4,894	5,139
Annual		46,018	48,319	50,735	53,272	55,935	58,732	61,668
FL		**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Hourly		16.5554	17.3831	18.2523	19.1649	20.1232	21.1293	22.1858
Bi-weekly		1,854	1,947	2,044	2,146	2,254	2,366	2,485
Monthly		4,017	4,218	4,429	4,651	4,883	5,127	5,384
Annual		48,209	50,620	53,151	55,808	58,599	61,529	64,605
FLI		**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Hourly		16.9693	17.8177	18.7086	19.6440	20.6262	21.6576	22.7404
Bi-weekly		1,901	1,996	2,095	2,200	2,310	2,426	2,547
Monthly		4,118	4,324	4,540	4,767	5,005	5,256	5,518
Annual		49,414	51,885	54,479	57,203	60,064	63,067	66,220
FLP		**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Hourly		17.3831	18.2523	19.1649	20.1232	21.1293	22.1858	23.2951
Bi-weekly		1,947	2,044	2,146	2,254	2,366	2,485	2,609
Monthly		4,218	4,429	4,651	4,883	5,127	5,384	5,653
Annual		50,620	53,151	55,808	58,599	61,529	64,605	67,835

Hourly rate is based on 56 hours per week, 52 weeks per year (2912 hours per year).
Bi-weekly, Monthly, and Annual pay rounded to the nearest dollar.

FI	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Hourly	21.0705	22.1240	23.2302	24.3917	25.6113	26.8919	28.2365
Bi-weekly	1,686	1,770	1,858	1,951	2,049	2,151	2,259
Monthly	3,652	3,835	4,027	4,228	4,439	4,661	4,894
Annual	43,827	46,018	48,319	50,735	53,272	55,935	58,732
FII	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Hourly	21.5972	22.6771	23.8110	25.0015	26.2516	27.5642	28.9424
Bi-weekly	1,728	1,814	1,905	2,000	2,100	2,205	2,315
Monthly	3,744	3,931	4,127	4,334	4,550	4,778	5,017
Annual	44,922	47,168	49,527	52,003	54,603	57,333	60,200
FIP	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
Hourly	22.1240	23.2302	24.3917	25.6113	26.8919	28.2365	29.6483
Bi-weekly	1,770	1,858	1,951	2,049	2,151	2,259	2,372
Monthly	3,835	4,027	4,228	4,439	4,661	4,894	5,139
Annual	46,018	48,319	50,735	53,272	55,935	58,732	61,668

Hourly rate is based on 40 hours per week, 52 weeks per year (2080 hours per year).
Bi-weekly, Monthly, and Annual pay rounded to the nearest dollar.

GRADE	RANK
FF	Firefighter
FFI	Firefighter - Intermediate
FFP	Firefighter - Paramedic
DO	Driver/Operator
DOI	Driver/Operator - Intermediate
DOP	Driver/Operator - Paramedic
FL	Fire Lieutenant
FLI	Fire Lieutenant - Intermediate
FLP	Fire Lieutenant - Paramedic
FI	Fire Inspector/Investigator
FII	Fire Inspector - Intermediate
FIP	Fire Inspector - Paramedic

ATTACHMENT "B"

Proposed 2010-2013 Contract with Fire Union
Summary of Changes

Article	Change
1. PREAMBLE	No Change
2. AGREEMENT CONTROL	No Change
3. AMENDMENTS TO THE AGREEMENT	No Change
4. COMPLETE AGREEMENT	No Change
5. DURATION	Change in term date
6. LABOR / MANAGEMENT COOPERATION	No Change
7. MANAGEMENT RIGHTS	No Change
8. NEGOTIATING PROCEDURES	No Change
9. SAVINGS CLAUSE	No Change
10. ANNUAL	Split article, technical changes
11. SICK LEAVE	Split article, technical changes
12. APPARATUS SPECIFICATION ADVISORY COMMITTEE	Changes to nomination procedures
13. BEREAVEMENT LEAVE	No Change
14. BULLETIN BOARD	No Change
15. CALLBACK PAY / SHOW UP PAY	No Change
16. COMPENSATION	Addition of state requirement on licensures
17. COMPENSATION FOR ACTING POSITION (CAP TIME)	Change in position titles and other assignment issues
18. COST OF LIVING ADJUSTMENT (COLA)	No Cola
19. CHRISTMAS PARTY SUPPORT	No Change
20. COMPENSATORY TIME	Pay out and roll over additions
21. COMPUTER USAGE	No Change
22. CREDIT UNION	No Change
23. CRITICAL INCIDENT STRESS DEBRIEFING	No Change
24. DAYLIGHT SAVINGS TIME	No Change
25. DETAIL REIMBURSEMENT	No Change
26. DISCIPLINE AND DISCHARGE	Specification of just cause standard
27. DISCRIMINATION	No Change
28. EMERGENCY MEDICAL SERVICES	No Change
29. EMPLOYEE ASSISTANCE PROGRAM	No Change
30. EMPLOYEE DATA	No Change
31. EMPLOYEE RIGHTS TO PERSONNEL FILES	No Change

Article	Change
32. EXTRA DUTY ASSIGNMENTS	No Change
33. FITNESS FOR DUTY AND RETURN TO DUTY	Changes to reporting and pay adjustment
34. GRIEVANCE PROCEDURE	Addition of mediation step in process
35. HEALTH INSURANCE BENEFITS / GROUP INSURANCE PLAN DISABILITYINSURANCE / LIFE INSURANCE	No Change
36. HOLIDAYS	No Change
37. HOURS OF DUTY	No Change
38. LOST, DAMAGED, OR STOLEN PROPERTY	No Change
39. MDA FILL THE BOOT	No Change
40. MEDICAL DIRECTOR	No Change
41. NEPOTISM	Clarification
42. OUTSIDE EMPLOYMENT	Additional language regarding retires and cadets
43. PAY PERIOD / WORK PERIOD	No Change
44. PAYROLL DEDUCTION OF DUES AND FEES	No Change
45. PERFORMANCE EVALUATIONS	No Change
46. P.E.R.A. RETIREMENT PROGRAM	No Change
47. PERSONAL LEAVE	Additional hours of Personal leave
48. PRINTING AND DISTRIBUTION OF AGREEMENT	Agreement to post online
49. PROBATIONARY PERIOD	Clarification
50. RECOGNITION	Delete Public Educator
51. RECRUIT SELECTION PROCESS	No Change
52. RESIDENTIAL SUPPORT	No Change
53. SAFETY AND HEALTH	Changes in responsibility
54. SENIORITY	Posting at Station 1
55. SHIFT EXCHANGES / TRADING TIME	Change s in request procedures
56. SPECIAL EVENTS	No Change
57. SPECIAL TEAMS AND PROGRAMS	Consolidation and simplification
58. SHOPPING EVENTS	No Change
59. STAFFING	No Change
60. STANDBY PAY/ ON-CALL PAY	No Change
61. SUBCONTRACTING	No Change
62. TRANSFERS AND VACANCIES	No Change
63. UNIFORMS	No Change
64. UNION BUSINESS LEAVE	No Change
65. WORKER'S COMPENSATION	No Change

Article	Change
37.IAFF Identification on Apparatus	Article Deleted
38. IAFF Identification at Station	Article Deleted

ATTACHMENT "C"

Agreement Between the City of Las Cruces and
The Las Cruces Professional Fire Fighters Association
International Association of Fire Fighters
Local 2362
2006/2009

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Agreement Between the City of Las Cruces and
The Las Cruces Professional Fire Fighters Association
International Association of Fire Fighters
Local 2362
2006/2009

1. PREAMBLE

This Agreement is hereby entered into by and between the City of Las Cruces (hereinafter referred to as the "CITY") and the International Association of Firefighters, Local 2362, AFL-CIO, the Las Cruces Professional Fire Fighters Association (hereinafter referred to as the "UNION").

The purpose of this Agreement is to achieve and maintain harmonious relations between the CITY and the UNION and to assure the safe and efficient delivery of quality services to the citizens of Las Cruces. To this end, it is recognized that there must be mutual understanding, harmony, and cooperation among employees, between the employees and the CITY, and between the CITY and the UNION. It is recognized by this agreement to be the duty of the CITY, the UNION, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions.

It is agreed that the parties desire to enter into this Agreement to establish wages, hours, and other terms and conditions of employment, and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby.

2. AGREEMENT CONTROL

If any City policy or procedure, or any Departmental rule, regulation, or directive is in specific conflict with any provision of this collective bargaining Agreement, the Agreement provision will control. By mutual written agreement, the parties may modify this Agreement.

The CITY will not implement any change that is in specific conflict with this collective bargaining Agreement. The CITY, the UNION, and the Employees will abide by the conditions of this Agreement and unless limited by any provision of this Agreement, applicable City policies and procedures and/or Departmental rules, regulations, directives.

The Labor/Management Committee may be convened by either party to discuss changes to policies or procedures which directly or indirectly affect the understanding or application of existing practices, work requirements, and/or methods not directly addressed by this Agreement. The parties will abide by the provisions of Article 6 of this Agreement regarding such proposed changes.

3. AMENDMENTS TO THE AGREEMENT

During the term of this Agreement, the CITY and the UNION, upon mutual agreement, may reopen any provision of this Agreement for the purposes of clarifying, modifying, amending, adding to, or deleting portions thereof. Any changes shall be agreed to in writing.

4. COMPLETE AGREEMENT

The CITY and the UNION (the parties) agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement. No additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement of the parties. This Agreement replaces any and all previous agreements between the parties.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. All such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the CITY and UNION, for the life of the Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Nothing herein shall prohibit the parties from reopening negotiations on any issue by mutual agreement.

5. DURATION

This Agreement shall take effect the first full pay period following the approval and signature of this agreement and shall remain in full force and effect and shall not expire until a successor Agreement is signed on or after the 6th day of March, 2009 or unless amended by written mutual agreement by both parties. Should City Council choose to eliminate collective bargaining in conformance to state law, this Agreement will expire on its termination date.

6. LABOR / MANAGEMENT COOPERATION

The Las Cruces Fire Department and the UNION shall establish a Labor/Management Committee. The purpose of this Committee is to facilitate improved labor/management relations within the Department and to provide a forum for the communication, discussion, and resolution of issues of mutual concern.

Each party may appoint up to four representatives to this committee. By mutual agreement, other individuals may attend a committee meeting to address specific issues. The Union President and/or Vice-President shall be on this committee.

Proposed agenda items for Committee consideration must be identified at least three calendar days prior to a meeting.

This committee shall meet at places and times designated by mutual agreement.

All persons participating in this committee shall have an equal say and shall be free to make suggestions and voice concerns. There shall not be a supervisor/subordinate relationship during any committee meeting.

By mutual agreement, subcommittees may be established to address specific needs.

7. MANAGEMENT RIGHTS

Unless limited by the provisions of this Agreement, Management's rights shall include the following:

A. To direct and supervise all operations, functions, and the work of the Employees;
B. To determine the place to report for work, to determine the methods, processes, and manner of performing the work;
C. To authorize all personnel transactions such as: to hire, lay-off, promote, demote, assign, re-assign, transfer, discipline, discharge or terminate employees;
D. To determine what, by whom, and when services will be provided to the citizens;
E. To determine staffing requirements, create, abolish and reallocate positions, or to eliminate or reorganize work units;
F. To establish and revise schedules of work;
G. To establish, revise, and implement standards for hiring and promoting employees;
H. To assign shifts, work days, hours of work and work locations;
I. To designate, assign, and re-assign all work duties;
J. To determine the need for additional positions and the qualifications of new employees, and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion;
K. To evaluate and judge the skill, ability, efficiency, and general work performance of employees;
L. To take actions, as necessary, to carry out the mission of the employer in emergencies;
M. To retain all rights concerning management and operations of the activities of the City of Las Cruces not specifically prohibited by a collective bargaining agreement or "The City of Las Cruces Labor Management Relations Ordinance." Said rights include, but are not limited to, personnel matters and staffing of functions, compensation, benefits, and terms and conditions of employment;
N. To determine the allocation of available funds to activities of the organization, including establishing funding for personnel costs, operating expenses and capital outlay;
O. Direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;
P. Determine qualifications for employment and the nature and content of personnel examinations;
Q. The employer (management) retains all rights not specifically limited by a collective bargaining agreement.

8. NEGOTIATING PROCEDURES

The following negotiating procedures shall be utilized for subsequent negotiations between the CITY and the UNION.

A. Negotiations for a successor Agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred and twenty (120) days, and no less than sixty (60) days prior to the Agreement's expiration date. Within a reasonable time period after receiving notice, the party receiving the request for bargaining shall respond in writing and shall suggest a date at which time the parties shall meet and determine a mutually agreed upon time and place to begin negotiations.

B. Negotiations shall be conducted in closed sessions.

C. The parties shall negotiate ground rules.

D. During negotiations, the parties shall meet at mutually acceptable dates, times, and locations.

E. All agreements reached by the parties shall be initialed as Tentative Agreements. Such Tentative Agreements are conditional and may be withdrawn should later discussions change either team's understanding of the language as it relates to another part of the agreement. Unless otherwise agreed to by the parties, Tentative Agreements shall not become effective until the parties ratify the entire negotiation package.

F. Employees participating on the UNION'S negotiating team may be granted administrative leave with pay in order to participate in the bargaining process if on a duty day.

G. Prior to any impasse procedures during the negotiating process, the UNION reserves the right to appeal directly to the City Manager in a good faith effort to resolve differences.

9. SAVINGS CLAUSE

If any provision of this Agreement, or the 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.

Within thirty (30) days of such legislative action, the CITY and the UNION shall meet to negotiate new contract language to replace the particular clause or clauses which were invalidated by federal or state legislation.

10. ANNUAL AND SICK LEAVE

Las Cruces Fire Department Personnel working an average 56 hour per week schedule

shall accrue Annual Leave in the following manner:

Years in Service	Annual Leave per Year
• During 1st Year	56 Hours
• 2nd and 3rd Years	112 Hours
• 4th through 10th Years	168 Hours
• 11th + Years	224 Hours

Las Cruces Fire Department Personnel working a 40 hour per week schedule shall accrue Annual Leave in the following manner:

Years in Service	Annual Leave per Year
• During 1st Year	40 Hours
• 2nd and 3rd Years	80 Hours
• 4th through 10th Years	120 Hours
• 11th + Years	160 Hours

Las Cruces Fire Department Personnel working an average 56 hour per week schedule shall accrue Sick Leave per pay period for twenty-six (26) pay periods totaling one hundred thirty five (135) hours of Sick Leave annually.

Las Cruces Fire Department Personnel working a 40 hour per week schedule shall accrue Sick Leave per pay period for twenty-six (26) pay periods totaling ninety-six (96) hours of Sick Leave annually.

It is recommended that employees submit Annual Leave requests for the entire year in January. Every effort will be made to grant employee requests for annual leave.

The selection of Annual Leave from this submittal shall be based on a lottery system. Consideration will be given to allow full day requests over partial day requests, and block requests over single day requests. Additional leave requests made throughout the year shall be granted on a first come first serve basis. Management shall not mandate or assign employee annual leave. Scheduled leave for management shall have no bearing on how many or who is granted leave.

A 56 hour employee shall be permitted to carry over up to 336 hours of annual leave each year. A 40 hour employee shall be permitted to carry over up to 240 hours of annual leave each year.

An employee unable to report to duty due to illness, or for a FMLA qualifying event, or for an illness in the immediate family shall notify the on-duty Battalion Chief as soon as the employee is aware that he/she will not be able to work. Sick leave may be taken in increments of less than one full day. All absences from work to visit a medical facility will be charged to either sick leave or annual leave.

For pay purposes, all leave taken shall be counted as hours worked.

Employees who have accumulated sick leave in excess of 420 hours for 56-hour employees or 300 hours for 40-hour employees may, at their option, sell back sick leave and/or convert sick leave to annual leave for any hours in excess of 420 hours for 56-hour employees or 300 hours for 40-hour employees in accordance with the following

provisions:

A. Notification of intent to sell back sick leave or convert sick leave to annual leave must be given to the employee's supervisor between November 1 thru November 15. The maximum amount of sick leave that may be sold back to the CITY in any given year will be 336 hours for 56-hour employees, or 240 hours for 40-hour employees. The maximum amount of sick leave that may be converted to annual leave in any given year will be 336 hours for 56-hour employees, or 240 hours for 40-hour employees.

B. The rate of exchange for sick leave will be at a ratio of 3:1 and will be paid in accordance with the following schedule:

1. Employees who elect to receive payment for sick leave: An extra payment will be made in the first 15 days in December of the same year.

2. Employees who elect to convert sick leave to annual leave: Sick leave converted to annual leave will be posted to the employee's record January 1 of the following year.

A 56 hour employee may accrue up to a total of 2184 hours of sick leave. Upon retirement an employee may sell back a maximum of 1170 hours of sick leave at a rate of 2:1. Sell back of sick leave after voluntary termination without prejudice will be a maximum of 1170 hours at a rate of 3:1.

A 40 hour Employee may accrue up to a total of 1560 hours of sick leave. Upon retirement an Employee may sell back a maximum of 836 hours of sick leave at a rate of 2:1. Sell back of sick leave after voluntary termination without prejudice will be a maximum of 836 hours at a rate of 3:1.

Upon retirement or termination of employment, any unused annual leave may be sold back at a rate of 1:1 at the employee's current rate of pay. For 40 hour employees, this amount shall not exceed 400 hours of annual leave. For 56 hour employees, this amount shall not exceed 560 hours of annual leave.

Beneficiaries of employees who die while employed with the CITY shall be paid for the deceased employee's unused annual leave at a rate of 1:1 and unused sick leave at a rate of 1:1.

11. APPARATUS SPECIFICATION ADVISORY COMMITTEE

The members of the Las Cruces Fire Department use and rely on Fire Apparatus, Vehicles, Special Equipment and Appliances in their day-to-day activities, incidents, stand-bys and special events (excluding staff and command vehicles).

In the event new or additional apparatus are to be purchased and/or placed into service in the Las Cruces Fire Department, an Apparatus Specification Advisory Committee shall be formed to develop specifications and recommendations for such apparatus. The Apparatus Specification Advisory Committee should consist of at least one person of each rank including Lieutenant, Driver/Operator, and Firefighter, as well as a member or members selected by Management. Each member of this committee shall have equal

input as to any specifications and recommendations for such apparatus. The UNION will be allowed to appoint up to three bargaining unit members to each Apparatus Specification Advisory Committee. All Apparatus Specification Advisory Committee members may receive overtime compensation for off-duty participation.

The formation and/or function of this committee shall not interfere with the timely specification and acquisition of the above mentioned equipment.

12. BEREAVEMENT LEAVE

Las Cruces Fire Department 56 hour personnel may take up to forty-eight (48) hours (2 shifts) of paid bereavement leave for a death in the immediate family. Immediate family shall include: parents, step-parents, spouse, children, step-children, siblings, step-siblings, grandparents, legal guardian, and grandchildren. Las Cruces Fire Department 56 hour personnel may take up to twenty-four (24) hours (1 shift) of paid Bereavement Leave for a death in the extended family. The extended family includes mother-in-law, father-in-law, aunt, uncle, grandparents-in-law, and grandchildren-in-law.

- Payment for bereavement leave shall be paid at the bereaved employee's regular base rate.

Las Cruces Fire Department 40 hour personnel may take up to twenty-four (24) hours (3 days) of paid bereavement leave for a death in the immediate family. Immediate family shall include: parents, step-parents, spouse, children, step-children, siblings, step-siblings, grandparents, legal guardian, and grandchildren. Las Cruces Fire Department 40 hour personnel may take up to eight (8) hours (1 day) of paid bereavement leave for a death in the extended family. The extended family includes mother-in-law, father-in-law, aunt, uncle, grandparents-in-law, and grandchildren-in-law.

- Payment for bereavement leave shall be paid at the bereaved employee's regular base rate.
- 40 hour employees may take an additional eight (8) hours of bereavement leave if the funeral is being held at a location greater than 300 miles from the City of Las Cruces.

13. BULLETIN BOARD

The UNION shall be permitted to maintain at each fire station, one bulletin board to be used exclusively for UNION business. The CITY shall provide the available space for these bulletin boards, where the posting of official UNION material can be accessible to all Fire Department personnel.

All postings and distribution of UNION material shall be done by one of the Officers or Station Stewards of the UNION. The bulletin board shall remain the property of the UNION at all times. All material posted will be approved through one of the UNION Officers or Station Stewards. No information shall be posted on the UNION bulletin board that violates state or federal law. This shall be the only location for the posting of UNION notices on CITY property. Said board will be professionally maintained at all times. If Management determines that material posted violates state or federal law,

then Management shall meet with the UNION President, or designee, to discuss the matter. If the UNION refuses to remove the item, the UNION agrees to hold the CITY harmless for any damages resulting thereof. The discussed material shall be removed only by one of the UNION Officers or Station Stewards, except as provided below.

The UNION will be allowed to post the minutes of their meetings on 8 ½" x 11" paper, with a cover sheet, uncensored by management.

Other postings of a political, sexual, or inflammatory nature are not tolerated, and may be immediately removed. If management removes a document of this nature, the union President, or designee, will be contacted immediately to address the issue.

14. CALLBACK PAY / SHOW UP PAY

An employee who is called back to work during scheduled off-duty time will be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular rate of pay. Computation of time shall begin when the employee accepts the call back assignment and shall continue until the time the work is completed. Employees accepting call back assignments shall respond to the designated location in a timely manner. If the response is anticipated to be greater than thirty (30) minutes, the employee shall immediately notify the appropriate member of management. Management may deny the call back opportunity due to the extended response.

If the employee is called back, released from work, and is again called back prior to the expiration of the two (2) hour time period, the employee shall be considered to still be "on the clock" and shall only be compensated at one and one-half (1-1/2) times their regular rate of pay for the additional time worked beyond the initial two (2) hour time period, and shall not be entitled to an additional two (2) hour minimum at one and one-half times their regular rate of pay. Additionally, subsequent callbacks within the same twenty-four hour time period shall not entitle the employee to the two (2) hour minimum, but rather actual time worked from the time of the callback to the time released.

For the purpose of this Article, the twenty-four hour time period shall be from 08:00 hours to 08:00 hours the following day excluding hours worked on regular duty.

15. COMPENSATION

Base compensation for Firefighters, Driver/Operators, and Lieutenants, shall be in accordance with Exhibits "A", "B", and "C" attached hereto and incorporated herein.

No bargaining unit member shall receive a reduction in pay as a consequence of this Agreement.

The city recognizes that the Firefighter, Driver-Operator, and Lieutenant annual salary shall be computed on a 56 hour work week. Both the CITY and UNION shall be bound by P.E.R.A. interpretations for the purpose of calculating retirement benefits.

For the purposes of this Agreement, the Public Education Officer, Fire Inspector, and Fire Inspector/Investigator positions are equivalent in rank to a Driver/Operator in

suppression. Additionally, the Prevention Bureau Lieutenant, Training Officer, and the Special Programs Manager positions are equivalent in rank to a Lieutenant in suppression.

For the purposes of this Agreement, it is understood that forty hour positions shall have an adjusted rate of pay such that these positions shall have an equivalent annual base salary reflective of that for corresponding fifty-six hour positions.

In addition to the established wage rates, the following forty hour per week positions shall receive a five percent (5%) pay differential added to their base rate of pay. These positions include the following: Fire Inspector; Fire Inspector/Investigator; Public Education Officer; Special Programs Manager; Training Officer; Prevention Bureau Lieutenant; Academy Coordinator(s); Paramedic student; Intermediate student; Driver Operator Academy student and other forty hour positions approved by Management.

All bargaining unit members shall receive a one step increase at three, six, nine, twelve, fifteen, eighteen, and twenty-one years of service with the City.

The separation between step increases shall not be less than five percent (5%).

The separation between the following ranks and grades shall not be less than ten (10) percent. The ranks and grades are Firefighter, F07; Driver/Operator, F09; and Lieutenant, F11.

All qualified bargaining unit members shall be eligible for an additional two point five percent (2.5%) increase to base pay for obtaining and maintaining EMT Intermediate licensure. The following ranks and grades denote the EMT-I positions: Firefighter EMT-I, F07-A; Driver/Operator EMT-I, F09-A; and Lieutenant EMT-I, F11-A.

All qualified bargaining unit members shall be eligible for an additional two point five percent (2.5%) increase to base pay for obtaining and maintaining EMT Paramedic licensure. This increase shall be in addition to the two point five percent (2.5%) increase for EMT-I licensure. The following ranks and grades denote the EMT-P positions: Firefighter EMT-P, F07-B; Driver/Operator EMT-P, F09-B; and Lieutenant EMT-P, F11-B.

There shall be an additional five percent (5%) increase for Police Certification.

For promotional purposes, a bargaining unit member being promoted shall advance to the appropriate grade and step denoting his/her rank, certification, licensure, classification, and years of service with the City.

16. COMPENSATION FOR ACTING POSITION (CAP TIME)

Effective November 30, 2003, the CITY shall provide additional compensation to an employee when that employee is working in a temporary capacity exceeding his/her normal rank in accordance with policy delineated below:

POLICY

This policy applies to all LCFD bargaining unit employees who are eligible to temporarily act in a position above their normal rank classification.

Only monetary compensation will be allowed when personnel fill acting positions above their normal rank classification. No leave time compensation will be allowed. This method of monetary compensation shall from here forward be known as "Compensation for Acting Position" (CAP).

PROCEDURE

Eligibility to earn CAP

LCFD personnel shall be eligible to work in acting positions above their normal rank classifications as follows:

Firefighters:

- Acting Driver/Operators with Alternate Driver/Operator certification
- Acting Lieutenant with Alternate Lieutenant certification

Driver/Operators:

- Acting Lieutenant with Alternate Lieutenant certification

Fire Inspectors/Investigators or Public Educator:

- Acting Fire Marshal at the discretion of the Fire Marshal and/or Fire Chief

Lieutenants:

- Acting Battalion Chief at the discretion of the Battalion Chief and/or Fire Chief

Placement of Personnel in Acting Positions

When acting positions are filled on a shift by shift basis with no expectation that the acting position will last more than twenty-eight (28) consecutive days, no notification to the Human Resources Department or City Manager is necessary.

When personnel are expected to be in an acting position for more than twenty-eight (28) consecutive days, notification to the Human Resources Department and the City Manager is to be made via a Personnel Action Notice. The Personnel Action Notice will be completed changing the employee's classification to that of the position they will be filling. Acting appointments shall not be continued for more than six (6) months, except, when due to extraordinary circumstances, the City Manager extends the acting appointment.

CAP Time Compensation

When personnel work in an acting position for less than twenty-eight (28) days, compensation for such shall be made by multiplying the number of hours worked times ten (10) percent.

When personnel are to be in an acting position for more than twenty-eight (28) consecutive days, the employee shall be compensated at no less than entry level, a one step increase, or ten (10) percent, whichever is greater.

The amount of time worked shall accrue in fifteen (15) minute increments.

CAP Documentation, Cash Out, and Payment

CAP shall not be allowed to accrue for more than one pay period. CAP must be cashed out at the end of each pay period and entered into the Banner system under the CAP code that has been set up.

It will be the responsibility of each individual working in the acting position to submit a "Request for Compensation for Acting Position" form to their respective Battalion Chief in time to be entered on the payroll during which the acting assignment occurred. Any CAP compensation earned on the last Friday or Saturday of the pay period shall be submitted for payroll entry no later than 09:00 hours the following Monday so that payroll adjustments may be made that day.

17. COST OF LIVING ADJUSTMENT (COLA)

Effective the first full pay period after following the approval and signature of this agreement, all bargaining unit members shall receive a three percent (3) percent across the board cost of living increase to base hourly rate in accordance with Exhibit "A" attached hereto and incorporated herein.

Effective the first full pay period after the one year anniversary, all bargaining unit members shall receive a two percent (2) percent across the board cost of living increase to base hourly rate in accordance with Exhibit "B" attached hereto and incorporated herein, and, with PERA approval a one and four tenths (1.4%) percent PERA replacement.

Effective the first full pay period after the second year anniversary, all bargaining unit members shall receive a two percent (2) percent across the board cost of living increase to base hourly rate in accordance with Exhibit "C" attached hereto and incorporated herein, and, with PERA approval a one and four tenths (1.4%) percent PERA replacement.

18. CHRISTMAS PARTY SUPPORT

The Las Cruces Fire Department and the Las Cruces Professional Firefighters Association shall continue to endorse the annual "Christmas for Kids" Christmas Party for disadvantaged families.

19. COMPENSATORY TIME

Compensatory time is optional instead of overtime pay for Las Cruces Fire Department employees. Compensatory time instead of overtime will be at the option of the employee

and will not be used as a deciding factor for enrollment in any training class or subject. All compensatory time is subject to FLSA requirements and is earned at the same rate as overtime.

The maximum number of hours an employee can accrue of compensatory time is two hundred forty (240) hours (converted time). If an employee is promoted or demoted all comp time accrual balances will be paid off with the provisions and salary of the class from which the employee promoted or demoted from.

An employee shall be permitted to sell back compensatory time at a rate of one to one (1:1) once each year. Each calendar year up to one hundred (100) hours of accrued compensatory time may be "cashed in" to be payable with and/or as part of the first paycheck in December. Employees exercising this option shall complete the appropriate form to be provided by the CITY.

20. COMPUTER USAGE

Internet and e-mail usage shall comply with City policy. Based on the work hours of bargaining unit members, they may use the City of Las Cruces Internet services for personal improvement provided that use is consistent with professional conduct and is not used for personal financial gain. Internet relay chat channels or other Internet forums such as newsgroups or net-servers may be used only to conduct work related to business or to exchange technical or analytical information. Internet use must be able to survive public scrutiny and/or disclosure.

Users must comply with all applicable laws and regulations and must respect the legal protection provided by copyright and licenses with respect to both programs and data. Individual users responsible for misuse of the Internet shall be subject to disciplinary action.

Fire Department personnel shall be permitted to use the City's computers during residential hours for personal use, provided that use does not interfere with Departmental business, or violate City policy.

21. CREDIT UNION

Employees wishing to join a credit union or any other financial institution are subject to membership or enrollment requirements as established by those respective unions or institutions. Direct deposits for Las Cruces Fire Department personnel will be allowed into the financial institution(s), account(s) or fund(s) of the Employee's choice (no more than three total transactions).

22. CRITICAL INCIDENT STRESS DEBRIEFING

Incidents and events that occur in the Emergency Responder's job or work environment can have a profound effect on their daily lives and ability to function at work. The Las Cruces Fire Department shall implement a Critical Incident Stress Debriefing program. If a Critical Incident Stress Debriefing team is requested by an outside agency, Management will support Las Cruces Fire Department personnel participating in the

program.

The Critical Incident Stress Debriefing team shall consist of a professional, or group of professionals, experienced in Fire Department events or incidents, from outside the Las Cruces Fire Department at the discretion of the Fire Chief. The Critical Incident Stress Debriefing team shall be available at the request of the employee at any rank, Prevention Bureau member or the Battalion Chief.

The Critical Incident Stress Debriefing team shall also be available to the employee's family at no cost to the employee or his/her family.

23. DAYLIGHT SAVINGS TIME

Bargaining unit employees scheduled to work a twenty-four shift during which a change from Mountain Standard time to Mountain Daylight Savings time, or vice-versa occurs, will be paid as follows:

A. When such a shift occurs in the Spring, the employee shall receive his/her full twenty-four hours' pay. Any time worked in excess of the regular shift as scheduled shall be at the applicable overtime rate.

B. When such a shift occurs in the Fall, the employee shall receive his/her regular twenty-four hours' pay. Overtime at the applicable rate shall only be paid for work which is performed before the scheduled starting time and for work performed after the scheduled end of the shift. No additional compensation, at any rate, shall be made for the actual number of hours worked during the scheduled shift.

C. The former rules shall also apply to leave taken by employees during these occurrences.

24. DETAIL REIMBURSEMENT

Las Cruces Fire Department suppression personnel may request mileage reimbursement in accordance with the federal rate when they are reassigned after reporting to their assigned duty station and are required to utilize their private vehicles to report to a temporary assignment at another facility.

25. DISCIPLINE AND DISCHARGE

A disciplinary measure may be imposed upon an employee for misconduct, incompetence, or other valid reasons. When discipline arises from off-duty conduct, such conduct shall be reasonably related to the employee's responsibilities and/or role as a public servant and representative of the City of Las Cruces.

Progressive discipline will be utilized unless the facts of the situation warrant a more severe disciplinary action. The severity of the infraction committed by the employee and the employee's previous work history shall be taken into consideration. Previous

disciplinary actions will be considered in the determination of discipline for current infractions using the following criteria:

- Relevance and/or severity of prior disciplinary actions.
- Frequency and/or timeliness of prior disciplinary actions.

An employee shall be allowed to select a UNION or other representative of his or her choice to be present during a meeting with management in which the employee reasonably believes will result in disciplinary action against him or her.

In conducting investigations which may include possible criminal violations by an employee, the City shall comply with applicable Federal and State statutes and regulations.

A. Disciplinary actions shall include the following:

1. Verbal warning or Counseling
2. Verbal reprimand
3. Written reprimand
4. Suspension without pay
5. Involuntary demotion
6. Termination

B. Disciplinary actions with the exception of verbal warnings or counseling's, and verbal reprimands, shall be given to the employee in writing and shall state the reasons for the action. A copy of the disciplinary action shall be placed in the employee's personnel file with the exception of verbal warnings, counseling sessions or verbal reprimands which will be documented in a separate file.

C. Employees will normally be disciplined in private.

D. Verbal warnings, counseling sessions or verbal reprimands may be administered by the employee's immediate supervisor (Lieutenant), with documentation to the Battalion Chief. Other disciplinary actions shall require the involvement of the Battalion Chief and/or the Fire Chief.

E. The CITY shall not suspend without pay, involuntarily demote, or terminate any employee without reasonable cause. During the investigation phase, an employee may be placed on paid administrative leave pending the outcome of the investigation.

F. Prior to suspension without pay, involuntary demotion, or termination being taken by management, the employee involved shall be afforded the opportunity of a pre-disciplinary hearing.

DISCIPLINARY PROCEDURES

G. A due process hearing shall be afforded all regular, full-time and part-time employees, who have successfully completed their probation, prior to termination, demotion, or a suspension.

H. The supervisor shall notify the affected employee, both orally and in writing, of his/her recommendation to terminate, demote, or suspend the employee from City service, and his/her reason(s) for doing so. This shall be accomplished in the following manner:

1. The supervisor who initiates such action shall complete a Notice of Intent to Terminate, Demote or Suspend form.

2. The completed form shall include:

   a. The recommended effective date of termination, demotion or suspension.

   b. Reason(s) for terminating, demoting or suspending the employee.

   c. Relevant documentation to support the termination, demotion or suspension. Such documentation shall be attached to the "Notice of Intent to Terminate, Demote or Suspend" form.

      EEO investigative reports are deemed confidential unless otherwise directed by a competent court of jurisdiction or by order of the City Manager. Therefore, if an EEO investigation is the basis of disciplinary action, the affected employee will be provided a summary of the investigation. The investigation documentation shall not be photocopied or disseminated beyond the EEO office, City Attorney's Office, City Manager's Office or Human Resources Department.

   d. Date, time and location of the employee's pre-disciplinary hearing. The hearing must be conducted within five (5) business days from the date of the notice, and may be shortened by mutual agreement.

I. Following notification of intent to terminate, or suspend, the employee may be placed on administrative leave with pay pending the pre-disciplinary hearing outcome. In the case of demotion, the employee shall maintain his/her position pending the outcome of the hearing.

J. The pre-disciplinary hearing shall be conducted by the Department Director of the Supervisor recommending the disciplinary action.

3. The hearing shall be recorded. The original recording shall be transcribed by the Department, attached with any resulting disciplinary action and submitted to the Human Resources Department.

4. Participants in the hearing should be limited to the Department Director, Recording Secretary, Employee and one representative if requested by the employee. Witnesses may be allowed where applicable.

K. The Hearing Officer (the Department Director) shall state the reason(s) for the disciplinary action and review relevant supporting documentation. The employee and/or his/her representative shall be afforded an opportunity to refute the reason(s) for disciplinary action and enter into the record any relevant documentation to support his/her position.

L. The Department Director shall forward his written recommendation, based on the evidence presented at the pre-disciplinary hearing, along with the Personnel Action Notice and transcript of the hearing to the Human Resources Department. The Human Resources Department will send the PAN, transcript and any other supporting information to the City Manager for final action.

M. The employee shall normally be notified by the Department Director, with five (5) business days of the results of the hearing.

N. Employees may greave disciplinary actions as provided for elsewhere in this Agreement.

O. The Personnel Action Notice signed by the City Manager will be forwarded to the Human Resources Department who will prepare all appropriate paperwork and will ensure proper notification of the employee.

26. DISCRIMINATION

There shall be no discrimination, interference, restraint, retaliation, or coercion by the CITY or the UNION against any employee for his/her activity on behalf of, membership, or non-membership in the UNION.

The CITY shall not discriminate against any employee because of membership in the UNION or for legitimate UNION activity.

It is the mutual obligation of the CITY and the UNION to assure that no employee shall be subject to any discrimination because of gender, color, religion, race, citizenship, disability, national origin, sexual orientation, or age.

27. EMERGENCY MEDICAL SERVICES

It will be the responsibility of the Las Cruces Fire Department to provide and pay for all necessary training to maintain EMT-Basic, EMT-Intermediate, and EMT-Paramedic licensure.

The Las Cruces Fire Department and the UNION agree to work together to further develop and enhance EMS services provided within the City of Las Cruces.

28. EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program shall be available to any Las Cruces Fire Department employee and/or family member that may wish to consult with a professional counselor regarding a personal or family problem. The services provided shall be confidential and shall be available at no cost to the individual. The range of problems for which any Las Cruces Fire Department employee and/or family member may seek assistance include but are not limited to:

- Stress

- Emotional problems
- Family or marital problems
- Alcohol or other substance abuse
- Financial problems
- Work-related difficulties
- Conflict management
- Other problems

The counseling services which shall be provided are short-term, focused on problem solving and shall be practical in nature. In the instance where an individual and/or family member is specifically in need of a great level of assistance, that person or persons shall be referred to the most appropriate professional as provided for in the employee's benefit package.

29. EMPLOYEE DATA

The purpose of this article is to maintain accurate employee information so that in the event of an emergency and during normal operations, correct information is readily available and prompt notification can be made.

All employees must have some method of being contacted when they are off duty. All Las Cruces Fire Department employees are encouraged to maintain a telephone in their residence. Employees will have Employee data on file at the Fire Department and the Human Resources Department.

Employee data includes, but is not limited to:

- Current address
- Emergency notification information including names, addresses, and telephone numbers
- Date of birth
- Date of hire
- Social security number (HR only)
- Employee number
- Driver's license number, class, and expiration date

This information shall be retained in a confidential department file.

An employee must provide the above information to his/her Battalion Chief no more than three (3) working days after a change in employee data occurs. At that time, the employee shall complete the appropriate documents. The completed documents will then be forwarded to the database coordinator for input into the database.

30. EMPLOYEE RIGHTS TO PERSONNEL FILES

Las Cruces Fire Department employees' official personnel file will be administered in accordance with the following provisions:

- The CITY shall maintain an official personnel file for each employee. The file will be maintained in the City Human Resources Department.
- An employee shall be permitted to review material contained in his/her official file. A designated representative of the City Human Resources Department may be present during the file review. The file reviewer may be required to sign and date a form maintained in the personnel file.
- The CITY will honor reasonable requests for a copy of any document in the official file for the employee. The employee may be required to assume a reasonable cost for the copies.
- An employee shall be entitled to provide a written response to any adverse material contained in their official file, if submitted by the employee within thirty (30) calendar days of the employee's receipt of notice of the existence of such material.
- The Department and each supervisor may maintain a working file that is separate from the official file.

31. EXTRA DUTY ASSIGNMENTS

The Las Cruces Fire Department shall make an honest attempt to grant extra duty assignments in a fair manner in an effort to develop organizational member's career skills.

32. FITNESS FOR DUTY AND RETURN TO DUTY

FITNESS FOR DUTY

The Las Cruces Fire Department may require an employee to undergo a fitness-for-duty examination when there is a reasonable belief, based on objective information obtained or reasonably available, that the employee's ability to perform essential job functions will be impaired by a medical condition or that he/she will pose a direct threat due to a medical condition. The need for a medical evaluation must be clearly supported by the nature of the work and objective medical or other factual information. The examination shall be conducted by a medical professional selected by the CITY. All costs associated with such an examination will be borne by the Department in which the employee is assigned.

If an employee is impaired in his/her capability to safely and effectively complete work assignments, and a fitness-for-duty examination supports this conclusion, options may include:

1. Transferring the employee to a vacant position for which the employee is qualified and that accommodates his/her medical condition limitations;

2. Accommodating the employee in his/her current position by modifying work assignments and/or the work environment;

3. Accommodating the employee by re-assigning him/her to light duty status and providing an opportunity for rehabilitation;

4. Or, if an accommodation is not feasible in enabling the employee to perform the essential functions of the job held or vacant positions for which the employee is qualified are not available, and if an accommodation does not reduce any direct threat issues to an acceptable level, the employee may be medically retired or terminated.

PROCEDURE:

If the Las Cruces Fire Department has an employee with a medical condition which appears to impair his/her capabilities to safely and effectively perform the essential functions of the job, or who poses a direct threat due to a medical condition, the Human Resources Director shall be contacted pertaining to a possible fitness for duty examination. The Department must be prepared to discuss the following:

1. What objective evidence supports the need for a fitness for duty examination?

2. What is the reasonable belief that the employee's ability to perform essential job duties is impaired?

3. What is the basis for any belief of direct threat?

4. What knowledge exists that performance issues are linked to a medical condition?

If the answers to these questions indicate the need for further evaluation, then the CITY shall proceed with the following:

1. A psychiatric examination or psychological assessment must be conducted in accordance with accepted professional standards by a licensed practitioner or physician authorized to conduct such examinations, and may only be used to make a legitimate inquiry into a person's mental fitness to successfully perform the essential functions of his/her position without direct threat to the individual in question or to others.

2. The scope of any fitness for duty examination shall be limited to the specific medical condition and how such condition affects or may affect the employee's ability to perform essential functions or pose a direct threat.

3. All medical information obtained through the fitness for duty provisions shall be maintained by the Human Resources Department as strictly confidential and shall not be a part of the employee's personnel file.

4. When the Las Cruces Fire Department requests a medical examination, it must inform the employee in writing of its reasons for doing so and the consequences of failure to cooperate. The CITY will designate the examining physician or other appropriate practitioner, but will offer the individual an opportunity to submit medical documentation from his/her personal physician or practitioner. The CITY will review and consider all such documentation supplied by the individuals' personal physician or practitioner along with the documentation from the examining physician selected by the CITY. Should the employee wish to submit medical documentation from his/her personal physician or practitioner, the employee shall pay for all examinations or documentation

charges.

5. Any employee who refuses to undergo a required fitness for duty examination shall be found insubordinate and subject to discipline up to and including termination.

RETURN TO DUTY

Any bargaining unit employee who suffers an illness or injury and is unable to report to duty shall immediately notify his/her supervisor (Battalion Chief) of that fact. If the illness or injury shall exceed two weeks duration then the following Return to Duty procedures may be applicable. This shall be determined on a case-by-case basis. This Article shall also apply to employees who fail to successfully complete their annual Physical Performance Evaluation (Agility Test).

Prior to returning to duty from any extended illness or injury (greater than five consecutive shifts for 56 hour personnel or two weeks for 40 hour personnel) a doctor's "return to work" statement shall be obtained from the attending physician. A doctor's "return to work" statement shall also be required for any on-the-job injury where a physician evaluated the employee. The doctor's "return to work" statement shall be presented to the employee's Battalion Chief prior to reporting to his/her assigned workstation.

In the case of illness or injury where the employee was absent from work for a period of more than 30 calendar days, the employee shall be required to complete the Physical Performance Evaluation (Agility Test) prior to return to full duty. When the employee's Battalion Chief receives the doctor's "return to work" statement, the employee will be scheduled for the Physical Performance Evaluation. In the event the employee is unable to successfully complete the Physical Performance Evaluation he/she shall not be considered fit for duty and shall not be allowed to return to full duty. The employee shall begin the steps as outlined in this section to become qualified fit for duty.

This provision shall apply to employees who fail to successfully complete the annual Physical Performance Evaluation (Agility Test).

1. If the employee is able to work he/she shall be placed on light duty status. If the employee is unable to work he/she may apply for Family Medical Leave until such time as he/she is able to return to work. Refer to the CITY'S Family Medical Leave policy for additional information.

2. The employee shall be afforded the opportunity to participate in an on-duty physical fitness program if needed as determined by the employee's illness, injury or limitations.

3. The physical fitness program shall be structured to rehabilitate the employee and shall provide for strength training, flexibility, and cardio-vascular conditioning.

4. A reasonable period of time each work day shall normally be allowed for the employee to participate in a physical fitness program. This is to allow for dressing, showering, and travel.

5. The employee shall be allowed the use of appropriate DEPARTMENT facilities to accomplish his/her physical training.

6. The employee may be monitored to insure that he/she is utilizing the time appropriately. Abuse of this time shall subject the employee to disciplinary actions up to and including termination.

7. After a period of up to thirty (30) calendar days, the employee shall be scheduled for a second Physical Performance Evaluation. Upon successful completion of the evaluation the employee shall be allowed to return to full duty. If the employee is again unsuccessful in completing the Physical Performance Evaluation, he/she shall continue in this program. After each successive time period, the employee shall be re-evaluated.

8. In no case shall an employee be allowed to continue beyond the maximum time period allowed for light duty assignments. At this point if the employee is unable to return to full duty, an evaluation shall be conducted by the Disability Review Team to identify options available to the employee which may include consideration of medical retirement or termination.

33. GRIEVANCE PROCEDURE

The CITY and the UNION agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed through the following formal grievance procedure.

A. PURPOSE

1. The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems, which may arise and are subject to review under this procedure. There shall be no other grievance or appeal procedure for employees in the bargaining unit other than that contained in this Article.

B. DEFINITIONS

1. A "grievance" shall be defined as a dispute which alleges:

   a. A violation of this Agreement or;
   b. A written reprimand or ;
   c. A disciplinary suspension without pay or ;
   d. An involuntary termination of employment or;
   e. An involuntary demotion involving an actual loss of pay.

2. A "grievant" shall be any employee, group of employees, or the UNION.

C. PROCEDURE

1. The number of days indicated at each level of this procedure shall be considered a maximum, and every reasonable effort shall be made to expedite the process.

2. If the CITY or department fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.

3. If the grievant fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered null and void.

4. The time limits set forth herein may be extended provided the parties have mutually agreed in writing upon the extension.

5. A grievance shall not be considered unless the grievant initiates the grievance no later than ten (10) business days after the grievant knew, or reasonably should have known of the action which precipitated the grievance. In the case of disciplinary action, the date of the action precipitating the grievance shall be the date of the delivery of the official written notice of discipline.

D. STEPS

1. The grievant shall first discuss the grievance with the immediate supervisor (Battalion Chief) directly with the objective of resolving the grievance. If the grievance is not resolved within ten (10) days, a written grievance may be filed with the Battalion Chief. To be considered, the grievance must be timely submitted and contain at a minimum, what contractual provision(s) of this collective bargaining agreement is alleged to have been violated, the facts constituting the alleged violation and the relief sought. Such grievance must be filed within ten (10) days from the supervisor's response or the date such response was due.

2. If, after ten (10) days from the date the grievance is filed with the Battalion Chief the grievance is not resolved, a grievance may then be filed with the Fire Chief. No later than ten (10) days following receipt of the written grievance, the Chief or his designee, shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the witness) to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party.

3. The Fire Chief, or designee, will have ten (10) days to render a decision.

4. If the grievance is not resolved with the Fire Chief's decision, the grievance may be filed with the City Manager, or designee outside the Las Cruces Fire Department, who may take whatever action he/she chooses to resolve the grievance. The City Manager will have ten (10) days to render a decision, which shall be final and binding on the parties. If the grievance pertains to a disciplinary action involving a suspension without pay, an involuntary demotion, or a termination, the grievant and/or the Union may request

arbitration if they are dissatisfied with the City Manager's decision by filing a Request For Arbitration with Federal Mediation and Conciliation Service (FMCS). This request shall be made within ten (10) days of the City Manager's decision. The UNION shall immediately serve a copy of the Union's request for arbitration to the City Manager.

E. ARBITRATION

1. The arbitrator will be selected from a list of seven arbitrators requested from the Federal Mediation and Conciliation Service. The moving party to the arbitration shall strike the first name from the list. The parties shall alternately strike names until there is one name remaining who shall be the arbitrator.

2. The arbitrator shall conduct the hearing as soon as possible.

3. The arbitrator's decision shall be in writing and shall include the decision, the rationale and, if appropriate, relief. The arbitrator shall not have the authority to expand, or add to, the rights employees or the UNION have under the terms of this Collective Bargaining Agreement.

4. The arbitrator's decision shall be final and binding on the parties and shall constitute an award within the meaning of the Uniform Arbitration Act. Reasons for appeals to court are set forth in the Uniform Arbitration Act.

5. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses. The parties may mutually agree to share the cost of providing a verbatim record of the proceedings.

F. MISCELLANEOUS

1. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the proceeding of a grievance.

2. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.

3. An employee, acting individually, may present a grievance without the intervention of the UNION provided the grievance has been processed in accordance with this procedure. Any adjustment made shall not specifically violate the provisions of this Collective Bargaining Agreement.

4. If a grievance affects a group of two (2) or more employees or involves an action or a decision by the CITY or the Department which has a department wide impact, the UNION may submit the grievance on behalf of the affected employees.

5. All documents related to a grievance shall be maintained as a separate file from an employee's personnel file. This provision shall not apply to documents related to a grievance over a disciplinary action unless such

documents are removed from an employee's personnel file as relief given in the disposition of a grievance.

6. All grievances and grievance responses shall be filed and processed in accordance with this Collective Bargaining Agreement.

7. The grievant and the UNION'S processing of grievances shall be conducted on non-City paid time unless otherwise agreed to by the parties or during duty-free residential hours.

34. HEALTH INSURANCE BENEFITS / GROUP INSURANCE PLAN / DISABILITY INSURANCE / LIFE INSURANCE

The CITY shall continue to provide to all employees in the bargaining unit, health, disability, and life insurance benefits as adopted by City Council.

Prior to any changes, the CITY and UNION will meet in good faith to discuss options prior to the implementation of any changes.

35. HOLIDAYS

During the term of this Agreement, all bargaining unit employees working a 56-hour week schedule shall receive twelve (12) hours of holiday pay at the employees' regular hourly rate for each holiday recognized by the CITY.

During the term of this Agreement, all bargaining unit employees working a 40-hour week schedule shall receive eight (8) hours of holiday pay at the employees' regular hourly rate for each holiday recognized by the CITY plus one and one-half (11/2) times their hourly rate for all time worked on that holiday.

Employees in the bargaining unit shall be entitled to the holidays identified by City Council.

The use of paid leave during the pay period including any of these holidays shall not be cause for a loss of holiday pay whether or not the employee was scheduled to work such holiday.

These holidays will be paid when the City recognizes them.

36. HOURS OF DUTY

The schedule for fire suppression personnel shall be twenty-four (24) hours on-duty followed by forty-eight (48) hours off-duty. Duty-time shall be 08:00 hours until 08:00 hours twenty-four (24) hours later. Suppression personnel work an average of fifty-six (56) hours per week.

Overtime shall comply with the provisions of the Fair Labor Standards Act.

The schedule for non-suppression personnel shall be forty (40) hours per week.

EARLY RELIEF

An employee is expected to be in uniform and fully prepared to assume the employee's duties at the beginning of the employee's assigned shift. The employee shall remain on duty until the end of their assigned shift unless the employee is permitted by the Lieutenant to be relieved prior thereto for good cause shown. It shall be permissible for oncoming employees to relieve employees on the previous shift prior to the scheduled starting time. Any early relief amongst employees shall be done as a voluntary agreement between the participating employees. Early relief shall not be counted as additional time worked. For pay purposes, the employee permitted to leave early shall be deemed to have completed his/her assigned shift, and the employee who agreed to report early shall be deemed to have commenced work at his/her regular duty-time.

TARDINESS

An employee shall be deemed to be tardy if the employee reports after the regular duty-time and may be subject to disciplinary action as deemed appropriate by Management.

Tardiness does not apply to employees who are already on duty due to overtime or changes of shift and are traveling between shifts and stations provided such travel time is within a reasonable amount of time. These employees should notify the appropriate station of their status.

VOLUNTARY HOLDOVER

If an employee calls in prior to the beginning of the shift with an excuse acceptable to the Lieutenant and another employee agrees to voluntarily "hold over" until the late employee arrives, the late employee shall not be deemed to be tardy. Any voluntary holdover amongst employees shall be done as a voluntary agreement between the participating employees. Voluntary holdovers shall not be counted as additional time worked. For pay purposes, the employee who agrees to "hold over" shall be deemed to have ceased work at the end of his/her regular duty-time and the employee who is late shall be deemed to have commenced work at his/her regular duty-time.

Habitual use as determined by Management will require this practice to cease for that employee. Continued abuse of this practice will subject the individual to disciplinary action.

37. I.A.F.F. IDENTIFICATION ON APPARATUS

Las Cruces Fire Department fire engines, ladder trucks, brush trucks, tanker/tender trucks, rescue vehicles and fire investigation vehicles shall have on each side space designated for identification of association with the Las Cruces Professional Fire Fighters Association, Local 2362 of the International Association of Fire Fighters. This space shall be of adequate size for a one (1) square foot emblem, decal, or license plate [six (6) inch by six (6) inch for fire investigation bureau vehicles]. The placement of such designations shall be uniform on all Las Cruces Fire Department apparatus and such design shall be approved by Management. The UNION will be responsible for costs associated with this provision.

38. I.A.F.F. IDENTIFICATION AT STATIONS

The CITY and the Las Cruces Fire Department shall allow each Las Cruces Fire Department fire station to identify itself by plaque, sign, or flag of its association with the Las Cruces Professional Fire Fighters Association, Local 2362 of the International Association of Fire Fighters. The location or placement of such identification shall be made by mutual agreement of the CITY and the UNION. The UNION will be responsible for costs associated with this provision.

39. LOST, DAMAGED, OR STOLEN PROPERTY

Employees shall be responsible for and not misuse City property, records, or other materials in their care, custody, and control. City property, records, or other materials shall not be removed from the premises without written permission from the station Lieutenant or Battalion Chief.

Bargaining unit members, who have lost, damaged or had City property stolen in the line-of-duty, regardless of cost, will not be required to reimburse the CITY for the cost of the items. Lost or damaged equipment as a result of employee negligence or criminal act are not covered by this article.

All instances of lost, damaged, or stolen property will be reported to the Battalion Chief on duty in writing at the time of discovery of the occurrence.

Restitution for lost, damaged or stolen personal items required to be carried or utilized by employees in the performance of their duties, shall be referred to the CITY'S Risk Management Department.

40. MDA FILL THE BOOT

The Las Cruces Fire Department may, when staffing allows, provide on-duty personnel to participate in the annual "MDA Fill the Boot" charity event. Management may allow the use of Las Cruces Fire Department uniforms and fire fighting bunker gear for use during the event. The Las Cruces Fire Department may allow for the staging of fire apparatus at designated collection points for display and public relations support. On-duty fire apparatus and crews shall remain available for emergency response from these locations.

The Las Cruces Fire Department may allow the use of duty time for those Las Cruces Professional Fire Fighters attending the ceremonial check presentation to the Muscular Dystrophy Association if staffing allows.

41. MEDICAL DIRECTOR

The Las Cruces Fire Department shall provide Medical Direction for all levels of service provided in its protocols.

42. NEPOTISM

No person shall be hired, promoted, demoted or transferred to a position which is under the direct supervision in the departmental chain of command of a relative who is related by blood, adoption, or by marriage to a third degree of kindred. The third degree of kindred includes spouses, parents, children, brothers, sisters, grandparents, grandchildren, aunts, uncles, nieces and nephews. The restriction shall also apply to relationships having the characteristics of a family relationship, and to members of the same household. In the event two (2) employees are in a position of direct supervision through any departmental chain of command or either of the two employees establish a relationship, then the affected employee or employees may request a transfer to alleviate the situation or the City Manager may transfer or demote one of the two affected employees to a position removed from the supervisory control of the other. However, the City Manager may waive the restrictions in this section if, in the opinion of the City Manager, it is clearly in the City's best interest. This article shall not apply during emergency operations or incidents or temporary assignments.

An applicant who willfully and knowingly failed to disclose incumbents who are related by blood or marriage will not be hired. An incumbent who willfully fails to reveal (or remains silent about) a relative who applies for employment, or requests transfer to his/her unit, shall be subject to disciplinary action.

43. OUTSIDE EMPLOYMENT

Employees have the right to maintain outside employment, however, no employee may engage in any employment activity or enterprise which has been determined to be inconsistent, incompatible, or in conflict with the duties or functions and responsibilities of the employing department, as determined by the City Manager. All requests for outside employment shall be submitted in writing, and approved, denied, or revoked in writing. The City Manager, in making a determination of whether there is a conflict of interest, may consider factors such as conflict of employment, use of city time, or the influence of an employee's position with the City. The City Manager shall also carefully weigh outside employment activities which involve the performance of an act in another capacity as an employee which may later be subject, directly or indirectly, to control, inspection, review, audit, or enforcement by that employee.

44. PAY PERIOD / WORK PERIOD

For the purpose of this Agreement, the pay period for fifty-six (56) hour employees shall be fourteen (14) days and the work period shall be twenty-eight (28) days.

Las Cruces Fire Department personnel shall be paid biweekly.

The pay period shall start at 00:00 hours on Sunday, and shall end fourteen (14) days later on Saturday at 24:00 hours.

For pay purposes, the calculation of hours worked shall equal the number of hours on duty. There shall not be any forms of reduced pay while on duty.

For fifty-six (56) hour employees, the CITY shall comply with the provisions outlined in the Fair Labor Standards Act for any hours worked in excess of two hundred twelve (212) hours per twenty-eight (28) day work period.

For forty (40) hour employees, the CITY shall comply with the provisions outlined in the Fair Labor Standards Act for any hours worked in excess of forty (40) hours per week.

All hours on duty shall be counted as hours worked.

45. PAYROLL DEDUCTION OF DUES AND FEES

The UNION shall indemnify, defend and save the CITY harmless against all claims that shall arise out of or as a result of any conduct taken by the CITY for the purpose of complying with this Article.

BARGAINING UNIT MEMBERS

The CITY agrees to deduct, each pay period, dues and fees in an amount certified to be current by the Treasurer of the UNION, from the pay of those employees who have completed payroll deduction authorization forms. The total amount of deductions shall be remitted together with the names of the employees from whom dues have been collected, normally within ten (10) days after such deductions are made by the CITY, to the Treasurer of the UNION.

This service fee deduction for a member of the bargaining unit may be made only if the accrued earnings of the employee are sufficient to cover the service fee after all other authorized payroll deductions have been made.

PROBATIONARY FIRE FIGHTERS

Probationary Fire Fighters may participate in the UNION'S pay roll deduction of dues. Probationary Firefighters may join and participate in the Las Cruces Professional Fire Fighters Association (the UNION) without fear of reprisal or intimidation from the CITY or Management. If probationary Firefighters join the UNION, they continue to remain non bargaining unit members during the length of their probationary period.

46. PERFORMANCE EVALUATIONS

Performance Evaluations are used to provide feedback to bargaining unit employees and are not designed or intended to be used as disciplinary actions and will not be used in such manner. Performance Evaluations may however be used to support disciplinary actions. Employees will be assessed in relation to the essential job functions of their position for the previous year. Evaluations may also be used to identify and establish employee goals for the upcoming year. Personal Improvement Plans may be developed to address specific employee deficiencies. The Personal Improvement Plan will identify those deficiencies and establish specific measurable goals. The Performance Evaluation and Personal Improvement Plan are formal reports that will become a part of the employee's personnel file.

Performance Evaluations are to be completed on an annual basis during the anniversary month of hire. They are to be revisited by the employee and his/her supervisor six months from the date of completion to provide feedback and follow up on any goals that were identified.

Other evaluations such as incident evaluations or special evaluations, may be utilized in order to provide additional feedback to employees. These types of evaluations will generally be specific to one aspect of job performance and should remain in the employee's working file as identified in this Agreement.

47. P.E.R.A. RETIREMENT PROGRAM

The City has adopted Municipal Fire Plan 5 of the Public Employee Retirement Association (PERA). The CITY and Employees will continue to pay the current contribution rates during the term of this Agreement.

Should PERA mandate an increase or change, the parties shall reopen negotiations on their respective share of the increase or change.

48. PERSONNEL REDUCTION

In the event that a reduction in force is necessary, the following procedure shall be utilized:

A. Authority, Pursuant to City regulations and State law, the CITY has the authority to discharge, terminate, or lay-off employees in this bargaining unit at any time when a reduction in personnel is required.

B. When the Council and/or CITY anticipates a Reduction in Force (RIF) or lay off which might result in the discharge or termination of an employee or employees in this bargaining unit, the CITY will notify the UNION and the affected employee or employees in writing a minimum of one pay period prior to the implementation of the RIF. In lieu of such notice, the affected employee or employees may be given severance pay in an amount equivalent to the amount of notice, or portion thereof. The UNION may request in writing, to meet with representatives of the CITY to discuss possible alternatives to the RIF provided that such request is made not longer than five (5) days after receipt by the UNION of the CITY'S notice of intent to RIF.

C. No regular Fire Department employee shall be discharged or terminated as a result of a RIF until all new hire probationary or temporary fire department employees have been discharged or terminated.

D. Employees will be laid off in reverse order of seniority. When two or more employees have identical seniority then a determination shall be made by random lottery conducted jointly by the UNION and Management.

E. Laid off employees will be recalled in reverse order of lay off and will remain eligible for recall for a period of two years.

F. Prior to filling vacant positions through a new promotional process, all personnel who have voluntarily demoted to a lower rank as a result of the reduction in force shall be advanced to available vacant positions which they held prior to such voluntary demotion.

G. Laid-off employees will provide the CITY a contact name, phone number, and address in the event that their position becomes available.

H. The CITY will advise the employee to be recalled by certified or registered US mail.

I. Upon receiving notice of recall, an employee has five (5) business days to signify their intention of returning to work with the CITY and will advise the date they will be available to return to service. The return to service date must not be later than fifteen (15) business days from the date the employee received the recall notice. The notice of recall shall be sent to the employee's last known address. The employee shall be responsible for maintaining a current address with the CITY'S Human Resources Department.

J. Employees failing to comply with this section will forfeit their recall rights. Failure to report following the receipt of a recall notice, will be considered an automatic resignation, and shall not be subject to a grievance. It is understood that the CITY will have discharged its obligation of notification to laid-off employees by giving notice as herein outlined.

49. PERSONAL LEAVE

Las Cruces Fire Department personnel shall be granted personal leave to conduct personal business. Personal leave shall be used in one (1) hour increments or more and will be considered the same as hours worked.

In the first pay period in January, Las Cruces Fire Department personnel shall be granted:

- 56 hour Employees - 12 hours Personal Leave
- 40 hour Employees - 8 hours Personal Leave

50. PRINTING AND DISTRIBUTION OF AGREEMENT

This Agreement shall be printed and distributed to each employee of the bargaining unit by the CITY at no cost to the employee.

51. PROBATIONARY PERIOD

Probationary periods are served during the first year of employment (post fire academy) with the Las Cruces Fire Department. No other probationary period shall be placed or mandated on an employee for any reason including disciplinary actions or promotions.

52. RECOGNITION

The CITY recognizes the UNION as the sole and exclusive bargaining agent for all regular non-probationary employees of the Las Cruces Fire Department as listed below. The UNION shall represent the interests of all employees in the bargaining unit without discrimination or regard to membership in the UNION.

Bargaining unit positions are as follows:

- Firefighter
- Driver/Operator
- Lieutenant
- Fire Inspector
- Public Educator
- Fire Inspector/Investigator

No new classifications or positions will be made within the Las Cruces Fire Department without prior notification to the UNION and the UNION'S opportunity to meet with Management and Human Resources to discuss the new classifications at length.

53. RECRUIT SELECTION PROCESS

The UNION shall appoint members to any recruit selection committee, assessment group, or other process to select new Las Cruces Fire Department recruits. The number of UNION appointments to the committee, assessment group, or other selection group shall be up to one half of the total number of individuals in such group. Time spent in participation in selection committees shall be considered as hours worked for bargaining unit employees.

54. RESIDENTIAL SUPPORT

The CITY shall provide clean and safe fire stations. The CITY shall supply safe and comfortable furniture to include office furniture. The CITY shall provide safe and modern cooking appliances, cook ware, dishes and utensils. The CITY shall provide linen replacement as needed as well as washer and dryer facilities. The CITY shall provide access to television cable/satellite service in all new construction. The CITY shall provide separate men's and women's facilities, including dormitories, where applicable. The CITY shall provide pest control services, building maintenance, and repair as needed. The CITY shall provide janitorial supplies, sanitary supplies, and all things as done in the past to continue safe and efficient living in all occupied fire stations.

55. SAFETY AND HEALTH

It is the duty of the CITY and the UNION to maintain the highest standards of safety and health in the Las Cruces Fire Department in order to eliminate as much as possible, accidents, deaths, injuries, and illness to Fire Department personnel.

The Labor Management Committee shall establish an on-going safety committee to review and evaluate the organization's operations to ensure conformance with nationally recognized standards. The committee will identify deficiencies and make recommendations on possible solutions.

56. SENIORITY

Seniority shall be defined as the length of continuous service from the date of hire as a Firefighter in the Las Cruces Fire Department.

Upon the successful completion of the probationary period, a Firefighter will be credited with length of service seniority retroactive to the beginning of the probationary period with the Las Cruces Fire Department.

Employees covered by this Agreement shall lose their seniority status and their name shall be removed from the seniority list if that employee resigns, is discharged, or retires.

The CITY shall establish a seniority list which shall be brought up to date as of July 1 of each year and posted as such on Las Cruces Fire Department bulletin boards for a period of not less than thirty (30) days. The CITY shall provide a copy to the UNION Secretary within a reasonable time.

Any objection to the Seniority List must be reported to the City's Human Resources Department within thirty (30) days from the first day of posting. After appropriate corrections are made the list shall stand approved.

57. SHIFT EXCHANGES / TRADING TIME

Shift trades are a voluntary contract between two (2) employees. Licenses and/or specialties shall not be a factor. Shift trades shall be limited to employees of equal rank. A shift trade may be denied if it interferes with the operations of the Las Cruces Fire Department.

The CITY shall have no obligation to maintain records of hours traded, and the hours for FLSA purposes shall be calculated as if the regularly assigned person is present for work. All shift trades shall be documented appropriately so it is clear who is responsible to work. Normally shift trades should be requested at least fifty (50) hours prior to the shift to be traded. This request shall be submitted to the Lieutenant for approval through the Battalion Chief. The necessary means to submit requests shall be available at each fire station.

The CITY shall not assume any liability for time lost to an employee because of a shift trade.

Employees who agree to the shift trade are responsible for the revised work schedule, and may be disciplined for an absence or lateness. Time shall be allowed for employees to travel from shifts and between stations. This travel time shall count as time worked. Employees working shift trades will make a reasonable attempt to arrange for coverage for his or her travel time. In the event coverage cannot be secured the Battalion Chief

shall be notified.

Any employee who is scheduled to work and makes arrangements to have another employee work on his/her behalf, is responsible to have the shift hours covered. If the time is not covered for any reason, the scheduled employee will owe the CITY the number of hours that were not worked, to be paid back at the CITY'S discretion.

58. SPECIAL EVENTS

No special event will take priority over a fire company's or special team's ability to respond immediately to emergency service needs.

59. SPECIAL TEAMS AND PROGRAMS

AIRCRAFT RESCUE AND FIRE FIGHTING TEAM

An Aircraft Rescue and Fire Fighting (ARFF) team shall be designated and established by the Las Cruces Fire Department. The ARFF team members shall be trained and certified to all applicable standards to include: FAA, OSHA, NFPA, and the State of New Mexico.

The ARFF team shall be based at the Las Cruces Fire Department fire station which is closest to the Las Cruces International Airport. The ARFF team shall be relocated to the Las Cruces International Airport in the event a fire station is built for full time staffing in that area.

Core ARFF team members shall be fully certified to FAA, OSHA, NFPA and the State of New Mexico minimum standards as Aircraft Rescue Fire Fighters. All required safety and fire fighting equipment and gear will be individually fitted and issued to all core ARFF personnel.

Annual training shall be provided to maintain certification and proficiency at no cost to core members. The CITY shall allocate funds for specialized ARFF training as deemed necessary by Management. ARFF training for core members shall be considered as time worked for payroll purposes.

HAZARDOUS MATERIALS RESPONSE TEAM

A Hazardous Materials Response Team (HMRT) shall be designated and established by the Las Cruces Fire Department. The HMRT members shall be trained and certified to all applicable standards to include: OSHA, NFPA, and the State of New Mexico.

The HMRT shall be responsible for responding to chemical spills or releases, and other incidents involving hazardous materials. The HMRT will operate at or above all applicable NFPA and OSHA technician level standards.

HMRT members shall be trained to the most current Department Technician (Tech) curriculum. All training necessary for certification, continuing education, and specialization shall be provided by the CITY at no cost to the employee. The CITY shall provide annual training to maintain certification and proficiency levels at no cost to the

team member. The CITY shall allocate funds for specialized training as deemed necessary by Management.

Any HMRT training shall be considered time worked for payroll purposes.

TECHNICAL RESCUE TEAM

A Technical Rescue Team (TRT) shall be designated and established by the Las Cruces Fire Department. The TRT shall be trained and certified to all applicable standards to include: OSHA, NFPA and the State of New Mexico.

The Las Cruces Fire Department shall designate needed certifications to establish participation as a TRT member. The CITY shall provide all training necessary to maintain certification and proficiency to each member assigned to the TRT. All training necessary for certification, continuing education, and specialization shall be provided by the CITY at no cost to the employee. The CITY shall allocate funds for specialized TRT training as deemed necessary by Management. TRT training shall be considered as time worked for payroll purposes.

All required TRT equipment such as harness and related equipment, helmets, uniforms, flotation devices and any other necessary equipment shall be individually sized and issued at no cost to TRT core members.

AIR MAINTENANCE PROGRAM

An Air Maintenance Program (AMP) shall be established by the Las Cruces Fire Department. The AMP Technicians shall be trained and certified to all applicable standards to include: OSHA, NFPA, and the State of New Mexico.

All AMP Technicians shall be trained to the most current Department standards. All necessary training for certification, continuing education, and specialization shall be provided by the CITY at no cost to those employees assigned to the AMP. The CITY shall allocate funds for specialized training as deemed necessary by Management. AMP training shall be considered as time worked for payroll purposes.

60. SHOPPING EVENTS

On-duty participation shall be granted for any Las Cruces Fire Department function, shopping, or eating at restaurants, provided that such events do not affect emergency response capabilities and resource availability. On-duty fire apparatus and crews shall remain available for emergency response from these events.

61. STAFFING

The CITY and the UNION acknowledge that the staffing levels in the Las Cruces Fire Department can have an impact on the safety of the firefighters and the quality of services delivered to the community. The Las Cruces Fire Department has set certain staffing goals and shall attempt to maintain those goals during the term of this agreement. Minimum staffing goals shall be no more than two (2), three (3) person companies.

62. STANDBY PAY / ON-CALL PAY

Bargaining unit employees who are required to be "On Call" shall be compensated at the rate of $ 65.00 per week or $ 9.29 per day for their on-call status. On-call status shall not be considered as time worked for overtime purposes. Compensation for an employee who is called back to work while on standby shall be in accordance with Article #14, Callback Pay / Show-Up Pay.

63. SUBCONTRACTING

The CITY agrees that prior to contracting or sub-contracting out work currently being performed by members of the bargaining unit the following provisions shall apply:

A. The UNION will be given thirty (30) days notice.

B. The notice shall identify the affected positions.

C. The UNION will be allowed to meet with the City Manager to discuss possible alternatives to the situation.

64. TRANSFERS AND VACANCIES

A. Temporary Transfers – Temporary transfers may be made immediately and should normally not exceed thirty (30) days. Longer temporary transfers may be made in order to accommodate Firefighter Trainee rotations or organizational needs. Consideration will be given to rank, seniority, experience, and medical licensure of the personnel.

B. Permanent Transfers – Permanent position openings not involving promotion shall be filled using the following procedures:

1. Employees who desire to transfer shall provide written notice of such desire to their shift commander.

2. Employees requesting a transfer will be given first preference when filling transfers resulting from vacancies. Consideration will be given to rank, seniority, experience, and medical licensure of the personnel.

3. Upon transfer, a copy of the two (2) most recent annual employee evaluations shall be provided to the new supervisor.

4. Management may assign someone to fill the vacancy based on the organizational needs of the Department.

65. UNIFORMS

The CITY shall continue to provide to all bargaining unit members the proper number of uniforms and equipment necessary as determined by the department to maintain the professional image of the Las Cruces Fire Department.

A good faith effort will be made by the CITY to ensure the appropriate number of uniform items are kept in stock in the department's uniform warehouse. The department shall maintain an adequate inventory to replace uniforms in a timely manner.

66. UNION BUSINESS LEAVE

The UNION President and/or his/her designee may be allowed to attend UNION meetings or functions when staffing allows. This request must be made in a timely manner and must be done through the normal chain of command.

67. WORKER'S COMPENSATION

All bargaining unit members are covered under the provisions of the New Mexico Worker's Compensation Act. All on the job accidents must be reported immediately to the employee's supervisor. Any questions regarding Workers' Compensation or on-the-job injuries, should be directed to the City's Risk Management Department and/or Human Resources Department.