

CCN

12-649

**LABOR MANAGEMENT AGREEMENT**

**Between**

**COUNTY OF BERNALILLO**

**And**

**ALBUQUERQUE AREA FIRE FIGHTERS**

**IAFF LOCAL 244**

**BERNALILLO COUNTY CHAPTER**

**July 1<sup>st</sup>, 2012**

**To**

**June 30<sup>th</sup>, 2015**

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**AGREEMENT**

Entered into this 1<sup>st</sup> day of July 2012, between the County of Bernalillo, hereinafter referred to as the "County" and the Albuquerque Area Firefighters, Local 244, Bernalillo County Chapter, as representatives of the employees in the Bernalillo County Fire Fighters Bargaining Unit, hereinafter referred to as the "Union" and effective until the 30th day of June 2015.

The parties further acknowledge that in the administration of all matters covered by this Agreement, the County and the Union are governed by existing or future laws.

In applying this Agreement, the use of the masculine gender herein, shall be construed to include the feminine gender. The use of the singular shall be construed to include the plural.

**NOW THEREFORE IT IS AGREED**

## **ARTICLE 1 PURPOSE**

- 1.1 It is the purpose of this Agreement to promote and maintain harmony, cooperation and understanding among the County, its employees, the Union and its members in fulfilling their mutual and respective obligations to each other and the citizens of Bernalillo County.
- 1.2 It is the further purpose of this Agreement to provide orderly collective bargaining, and labor management relations between the County and the Union and to secure the prompt and fair, and equitable resolution of grievances in order to assure the efficient operation and uninterrupted service to the County.
- 1.3 The Union and the County agree that every effort will be made to administer this Agreement in accordance with the true intent establishing sound labor management relations.
- 1.4 ARTICLE 1 is not grievable.

## ARTICLE 2 RECOGNITION

2.1 Pursuant to the certification issued by the Bernalillo County Labor Relations Board, the County recognizes the Union as the exclusive representative for collective bargaining, as defined by Bernalillo County Code Section 2-201, et. seq. for Labor Management Relations, of all employees in the appropriate bargaining unit as determined by the Bernalillo County Labor Relations Board. The Parties agree that the Union has the sole and exclusive right to represent all such employees as their collective bargaining agent.

2.1.1 Appendix A hereto is a list of all job titles that are currently in the bargaining unit as a result of the Labor Relations Board's Certification.

2.2 The union recognizes its responsibility to represent the interest of all employees in the bargaining unit (As listed in 2.1.1) with respect to employee rights, management rights, working conditions, employee benefits, and compensation, without discrimination and without regard to union or non-union affiliation.

2.3 If the County establishes a new position, which is not clearly excluded from the bargaining unit, the County agrees to notify the Union General President by means of a copy of the job description in question being posted for the bidding process. The parties shall meet to discuss the job's category when it is in question. The County shall also notify the Union of any vacant position upgrades involving bargaining unit positions or of the elimination of any bargaining unit positions. The parties shall meet to discuss the impact and implementation of the upgrade or elimination. If an agreement is not reached at the meetings identified in this Article, the Union may submit the matter to the County Labor Board for resolution.

### **ARTICLE 3 MANAGEMENT RIGHTS**

3.1 Nothing in this article shall be construed to limit Management Rights under Section 2-206 of the Bernalillo County, New Mexico Code of Ordinances.

## ARTICLE 4 REPRESENTATIONS

- 4.1 The Union retains the exclusive right to define its organization and to manage its internal affairs and the County shall recognize those employees designated as representatives of the Union in all matters arising from the administration of this Agreement. The Union shall advise the County Manager of the names, addresses and current working telephone numbers of Union representatives and identify their official positions within the Union. The Union shall promptly advise the County Manager of any changes in the foregoing information.
- 4.2 For any meeting called by the County with respect to business matters in connection with the relations between the County and the Union, at which any representative of the Union is required by the County to be present, such Union representative shall be paid at his appropriate rate of pay for the period of such meeting.
- 4.3 The County shall allow Union representatives, who are not County employees or who are off-duty County employees, to visit County facilities for the purpose of administering the provisions of this Agreement at such times and places which do not interfere with the operations of the County after first obtaining permission from the Chief of Fire and Rescue.
- 4.4 Stewards.
- 4.4.1 The County shall recognize ten (10) stewards to serve as the Union's Representatives. The purpose of recognizing ten (10) stewards being that a steward who is in a non-work status shall perform grievance handling.
- 4.4.2 Normally, grievances shall be filed and processed during the non-work time of both the grievant and his steward, however in the event of a bona fide emergency; the employee may contact his immediate supervisor to request to be placed on relief from his current assignment to consult with his steward. In such event, the steward and the employee may be relieved from their respective assignments and allowed to consult as soon as it is practical to do so. Pending relief, the employee shall continue to perform his assigned duties. Such consultation shall not unduly interfere with the operations of the Department as determined by the Chief or his designee. Upon being granted relief, the employee or steward shall be placed in an Authorized Leave Without Pay status until such time as they complete their consultation and return to a work status.
- 4.5 Union Officials. Union Officials are defined as members of IAFF 244 who have been officially elected to the position of President, Vice-President, Treasurer, Secretary, Chief Steward, Stewards or Trustees of the Union. The Union shall notify the County Manager, in writing, within seven (7) work days following election of the Union Officials and shall notify the County Manager, in writing, of

any changes within seven (7) working days of the change.

4.5.1 The President or Chief Steward, after obtaining authorization from the Chief or his designee and dependent upon staffing levels and work load, may be allowed a justifiable amount of time without loss of pay in order to attempt to resolve pending grievances.

4.5.2 Union officials may be granted annual leave or leave without pay for the purpose of attending conventions, training workshops, conferences or seminars depending on the staffing needs of the department.

## ARTICLE 5 MEMBERSHIP AND CHECK-OFF OF UNION DUES

5.1 No employee shall be required to join, maintain membership in, or pay dues or fees to, the Union as a condition of acquiring, or maintaining employment.

5.2 During the term of this Agreement, an employee who is a member of the Union may execute a Dues Check-Off Authorization form, authorizing that a portion of his wages representing monthly dues or fees be withheld and forwarded to the Union. The Dues Check-Off Authorization shall be in the form set out and attached hereto.

5.2.1 During the term of this agreement, an employee who is a member of the Union may execute a utility assessment form, authorizing that a portion of his wages as specified on the form be withheld and forwarded to the union. The utility assessment authorization shall be in the form set out and attached hereto.

5.2.2 The deduction shall commence after receipt of the attached form.

5.3 Upon receiving a properly executed Dues Check-Off Authorization form from an employee, the County shall, as soon as practicable, effect such payroll deductions.

5.3.1 The deduction of such dues shall commence with the first paycheck after receipt of the Dues Check-off Authorization form, and shall, within seven (7) days of receipt thereof, be paid over to the Union.

5.3.2 Such deductions shall be strictly limited to the amount, as from time to time, may be certified in writing by the President as constituting the monthly dues or fees uniformly required as a condition of acquiring and retaining membership.

5.3.3 An employee who wishes to revoke his Dues Check-off Authorization form shall deliver to the Human Resources Department and to the Union, a written and signed statement revoking the Dues Check-Off Authorization.

5.3.4 No deductions shall be made during any pay period in which an employee has insufficient wages to cover the authorized dues deduction.

5.4 The Union shall indemnify and hold harmless the County and its Departments, as may be appropriate, from any and all liability which may arise, or be claimed to arise, out of or in connection with said dues deductions.

5.5 The Dues Check-Off Authorization form will be obtained from I.A.F.F Local 244 and then submitted to County administration.

## **ARTICLE 6 NON-DISCRIMINATION**

6.1 The County shall not discriminate against any employee based on race, color, religion, age, sex, creed, national origin, political affiliation, job class, Licensure level, Union membership or non-membership, veteran status or disability. The County shall not encourage or discourage membership in the Union.

6.2 The Union agrees to represent those employees within the certified bargaining unit for the purpose of negotiating collective bargaining agreements without discrimination based on race, color, religion, age, sex, creed, national origin, political affiliation, Union membership or non-membership, veteran status or disability.

6.3 The County and the Union agree that employees shall be provided a workplace that is free of discrimination, including sexual harassment

6.4 Any allegation of discrimination of the nature set forth in this Article shall be pursued under the procedures set forth in applicable, County policies, with the EEOC or in accordance with such other appropriate Statutory or Administrative procedures as are available.

## ARTICLE 7 STRIKES, STOPPAGES AND LOCKOUTS

7.1 During the term of this Agreement, the County shall not lock out any employees. In the event the County violates this provision, the Union shall be free to take such appropriate legal and administrative action as may be available under relevant law, statute or regulation.

7.2 No employee shall, in concert with any other person, engage in any strike, stoppage or refusal in the course of employment to perform his assigned duties; or withhold, curtail or restrict his services or otherwise interfere with the operations of the County or encourage others to do so.

7.2.1 In the event a bargaining unit employee engages in any of the actions identified in this Article, it shall be the responsibility of the Union, within 24 hours of a request by the County, to:

7.2.1.1 Disavow such action by employee(s) and notify the County Manager in writing that such action by employee(s) has not been called or sanctioned by the Union;

7.2.1.2 Take all reasonable steps to notify employees of its disapproval of such actions and encourage employees to cease and desist there from and return to work;

7.2.1.3 Comply with Bernalillo County Code Section 2-201 et seq.

7.2.2 In the event the Union fails to fulfill its responsibilities set out in Article 7.2.1, or if it is shown that the Union has incited, encouraged, or endorsed the violation of this Article, the County may petition the Bernalillo County Labor Relations Board to decertify the Union as the collective bargaining representative of the employees hereunder. The County may also take such other action against the Union as may be available under appropriate law, statutes and regulations.

7.2.3 The Department reserves the right to discipline any employee who participates in any activity which is in violation of this Article.

## ARTICLE 8 COMMUNICATIONS

8.1 It is understood by the parties that inaccurate information, incomplete information or the failure to exchange information is one of the major causes of breakdowns in the labor management relationship. In the interest of preventing misunderstandings stemming from such lapses in communications the Parties agree to furnish information as follows:

### 8.1.1 The County shall:

8.1.1.1 Provide copies to the Union, at its actual cost, copies of new policies, which are determined to be relevant by the County;

8.1.1.2 Upon written request allow the Union access to County and Departmental policies, at reasonable times and places; and

8.1.1.3 Inform the Union of major organizational changes with at least ten day's prior notice of the effective date, giving the Union time to respond to such changes.

### 8.1.2 The Union shall:

8.1.2.1 inform the County of major changes in its organization, or policies;

8.1.2.2 Provide the County with a current list of Union officers, and stewards. Such list shall describe the authority possessed by each individual, and shall be updated within ten (10) workdays of any such change.

8.2 The Parties agree to communicate only through the appropriate officials as designated by the County and the Union respectively.

## ARTICLE 9 RECORDS INFORMATION

9.1 The County shall promptly furnish the Union upon request, copies of documents and records which come within the definition of public records. It is understood that it may be necessary to charge the Union in advance for the actual cost of such copies.

9.2 No material within County control, which contains adverse personnel actions or comments shall be placed in an employee's official personnel file without the employee being informed prior to the placement. The employee may insert a written response to any such matter in his file. An employee shall be permitted to inspect his own file. Copies shall be provided at reasonable charge.

9.3 Upon request, the County shall promptly produce an employee's departmental personnel file, should such file be maintained at the department level. However, the County has no obligation to produce supervisory files relating to personnel matters.

9.3.1 A supervisor's file on an employee is documentation of incidents, behavior, communications, counseling, compliments, attendance patterns, or any other note the supervisor wishes to store to help refresh their memory at some later date. Only the current supervisor can place documentation or notes in this file, remove them or even review them. The file is not to be opened for review by other supervisors, managers, employees, unions, or even the employee. Since it can contain anything the supervisor wants, the file or its contents cannot be considered in the hiring process, or used as evidence to support an evaluation or disciplinary action.

## **ARTICLE 10 BULLETIN BOARDS**

10.1 The Department shall provide accessible space in each applicable building for posting notices on a bulletin board. Such space shall be subject to change in accordance with Department needs.

10.2 Material posted on the bulletin board by the Union shall contain only factual information and shall not contain derogatory statements concerning the County, or any agency or department thereof, or its employees or give partisan support to political issues. Material posted on the bulletin board which, in the opinion of the Chief or designee, is not in conformity with the above, shall be called to the attention of a Union representative who shall remove the material pending a final resolution of the issue pursuant to the Grievance procedure, ARTICLE 17.

10.3 Any material posted on the bulletin board shall bear the signature and title of the authorized Union representative, or designee, who posted it.

## ARTICLE 11 SENIORITY

- 11.1 All employees are given a "Hire Date" when they are hired into a full time IAFF bargaining Unit position. This date is used to determine General Seniority or "Seniority".
- 11.1.1 In the event hire dates as described above are the same, the first letter (then second letter and so on) of the employee's last name shall determine the order seniority.
- 11.1.2 In the event that all letters of the employee's last name is the same, the same method will be used beginning with the first letter (then second letter and so on) of the employee's first name and then the middle name as needed to determine the seniority order.
- 11.1.3 Name Changes while employed will not change placement in General Seniority. Alphabetical placement in Seniority will be based on the name used when you were initially hired into a full time IAFF bargaining Unit position.
- 11.2 Determining the Seniority List:
- 11.2.1 The Firefighters seniority list is determined by General Seniority dates as described in Section 11.1 and its subsections.
- 11.2.2 Seniority List for all other Job Classes (Paramedic, Engineer, Deputy Fire Marshal, Lieutenant, Captain, and Battalion Commander) is determined by "Time in Grade". The "Time in Grade" date is the date assigned to the employee when they are moved to their new job class.
- 11.2.2.1 In the event employees are hired to their new job class on the same date, the Employee's Seniority is determined by highest score at the end of that particular promotional process. In the event two or more employees' scores are identical then refer to Article 11.1.
- 11.2.3 Engineer, Deputy Fire Marshal, and Paramedic qualifications are distinct and therefore movement between the three is not parallel. When leaving one job class to go to another the employee is placed at the bottom of the seniority list for that job class and is subject to "Time In Grade" seniority of that position unless previously held a position within that same job class.
- 11.3 Seniority or Time in Grade shall be used in any case where a selection must be made between two (2) employees where all other qualifying factors are equal and as defined in this contract.

11.4 Any time a Specialty Assignment has more than one position or work location seniority within that Specialty Assignment shall be based on Time in Grade based on comparable Job Classes/Rank.

11.4.1 In the event assignment dates are the same, the Employee's Seniority is as described in section 11.2, section 11.1 and its subsections, and shall be the deciding factor.

11.5 Seniority and Time in Grade will be terminated only under the following:

- a. Termination for just cause;
- b. Voluntary resignation;
- c. Authorized leave without pay for greater than twelve (12) months;
- d. Retirement;
- e. Failure to timely respond to recall notice, or rejection of recall; or
- f. Lay-off status for greater than the employee's total seniority time.

11.6 The County shall maintain a current seniority and time in grade list that will not be altered as a result of future changes in the seniority policy.

11.7 Badge numbers will be assigned to all members hired into the department as "paid full time employees" regardless of their probationary status. Badge numbers are not recycled; they expire with the status of the employee that the number was issued to. If the employee is terminated, resigns, or if the employee retires that specific number is not used again.

11.7.1 The Department agrees to supply each member with one (1) badge with engraved badge number upon being hired into a full time bargaining unit position.

11.7.2 Upon being promoted or changing Job Class, the Department will provide the member with one (1) new badge with engraved badge number with their promoted rank or new Job Class. Any additional badges or accessory items (hat badge, bugles, etc.) are the responsibility of the member unless otherwise specified.

11.7.3 If an employee returns back to duty after termination or resignation, within ninety (90) days, they will be reissued their original badge number regardless of their place on the seniority list. Otherwise, any employee that has been terminated, has resigned, or has retired and then is hired back into the Department will then be issued a new badge

number according to their new seniority position and in sequence of the badge number/seniority list.

## ARTICLE 12 LAYOFFS AND RECALLS

12.1 Layoffs. In the event of a reduction in the number of employees in the Department, employees shall be laid-off by job title in the reverse order of their time in that job title; i.e., the employee with the least time in that job title shall be the first to be laid off and so on. Employees who are impacted by a lay-off at a higher job title shall be first given the opportunity to accept demotion to their previous job title held or accept the layoff.

12.1.1 An employee shall receive fourteen (14) calendar days' notice of the layoff.

12.2 Recalls. Employees shall be called back to work, in the inverse order of the sequence in which they were laid-off.

12.2.1 Employees shall be reassigned as to a job title in accordance with the procedures set out in 12.1 above.

12.3 Notice of recall. Employees on lay-off shall be recalled by certified mail, return receipt requested sent to their last known address as reflected in the official County/Departmental records. Laid-off employees shall be given a period of seven (7) days to respond to such notice, indicating whether or not the employee intends to return to work. Laid-off employees shall have a period of seven (7) days, from the date of the receipt of recall notice to notify the Chief of Fire and Rescue or his designee of acceptance or rejection of the recall opportunity and of the date on which he is available to return to work. The employee must return to work no later than thirty (30) calendar days from the date the employee receives the recall notice, unless the employee is unavailable to return due to military service or short-term disability. Failure to respond within the time period, or rejection of the recall opportunity shall be considered a voluntary termination. It shall be the obligation of the employee to demonstrate that his response was timely.

12.4 The County may include laid off employees in training that the County offers through the Fire and Rescue Department's Training Division at no additional cost to the County or individual for required certifications by the County. This will be done for no more than one year after laid off and may depend on available training funds.

## ARTICLE 13 ANNUAL SHIFT AND STATION REQUESTS

13.1 Shift and station assignment requesting is limited to personnel assigned to job descriptions, and any specialty assignments where there is more than one (1) work location and/or shift. Requesting will be done by seniority for firefighters. Battalion Commanders, Captains, Lieutenants, Deputy Fire Marshals, Engineers, Paramedic and Specialty Assignments will request by Time in Grade.

13.2 Employees are not required to participate in the shift request. Those employees who elect not to participate will be assigned by management.

13.3 Employees wishing to participate in the shift request may do so by any of the following methods:

13.3.1 Submit five (5) shift and station choices, in order of preference, in writing or electronic mail no later than twenty-four (24) hours before the date of the shift request. The request will be submitted to the receptionist or designated union representative. Written submissions will be time stamped upon reception of the request. Time sent will serve as the time stamp for electronic mail. A confirmation of receipt will be sent to the originator. In the event all five (5) choices are filled, management will determine the shift assignment at the end of the shift requesting process.

13.3.2 Requesting may also be done via telephone

13.4 Shift requests shall be done annually and completed before the end of the first full week in April with the resulting shift change taking place at the beginning of the first full pay period in July.

13.5 Shift changes resulting from shift requests shall take place at 0900 hours the beginning of a new pay period.

## **ARTICLE 14 TRANSFERS**

14.1 In the event that the County deems it necessary to permanently transfer employees to any shift that results in a change of work hours or work days, to accomplish the mission of the fire department, it shall be done in accordance with the following:

14.1.1 The employee shall be notified in writing at least Fourteen (14) calendar days prior to the transfer.

14.2 Employees who wish to permanently transfer shift and/or station assignments with another employee in the same job classification may submit a written request to the Chief for his review and approval. Employees who voluntarily transfer shift assignments shall forfeit all previously approved leave. However, the employee may submit a request for unscheduled leave based on their new shift assignment.

## **ARTICLE 15 VACANT POSITIONS**

15.1 When the Human Resource Department posts a vacant position within the bargaining unit, and a bargaining unit member submits an application to be considered for such vacant position, the bargaining unit member shall be given a preference for hiring over applicants who are not members of the bargaining unit, where all other factors are equal.

15.2 Employees who transfer, are promoted or otherwise selected for employment to a new position within the bargaining unit shall serve a thirty (30) calendar day trial period. The County shall have the option of extending the trial period for up to an additional sixty (60) days, in thirty (30) day increments and must provide a written explanation of the extension. In the event an employee should prove unsatisfactory within the trial period, the County shall return the employee to his previous classification if a vacancy is available. In the event no vacancy is available the employee shall be eligible to apply for any other County posted vacant position that the employee qualifies for. If the employee is not selected for the vacant position applied for the employee shall be placed on lay off status and subject to recall pursuant to Article 12 (Lay Offs & Recalls).

## ARTICLE 16 DISCIPLINE

### 16.1 General Statement.

16.1.1 The County shall discipline employees only for just cause. In the event that an investigation/disciplinary action is initiated, Union Leadership will be notified by Management at the time the employee is notified.

16.1.2 The purpose of this ARTICLE is to encourage the use of Coaching/Counseling and Progressive discipline as methods of assisting employees in correcting work violations and behavior and improving job performance.

16.1.3 In the event of any investigation, whether it is "official" or not, Article 7F of the NMSA (otherwise known as Hazardous Duty Officers' Employer-Employee Relations) shall be followed regardless of the intent of the investigation. Weingarten and Garrity Rights must be observed at all times throughout all investigations. Appendix C will be used as the template for official notification of any investigation.

16.1.4 All disciplinary action, constructive criticism, or counseling shall be conducted in private.

16.1.5 All disciplinary action in the nature of suspension, demotion or dismissal shall be preceded by a written Notice of Intent to Discipline which shall include the conduct, action or omission which form the basis for the contemplated disciplinary action. The notice of intended discipline shall also identify the policy, regulation, procedure or statute violated.

16.1.6 Prior to the final disciplinary action of suspension, demotion or dismissal, a predetermination hearing shall be held.

16.1.7 Thereafter, a Notice of Final Action shall be issued and served upon the subject employee, and shall be limited to those matters set forth in the Notice of Intent to Discipline.

16.1.8 If an employee is placed on administrative leave because the County is conducting an administrative investigation that may result in disciplinary action for the individual being placed on administrative leave, the County's Administrative leave notice shall indicate that the individual is the target of an investigation.

### 16.2 Corrective Actions. The levels of corrective action are as follows:

**16.2.1 Verbal Reprimand:** A verbal reprimand shall be used for minor infractions, and shall serve to inform the employee that his behavior and/or conduct need(s) to be improved. Verbal reprimand notations shall not be placed in an employee's personnel file.

**16.2.2 Written Reprimand:** An employee shall receive a written reprimand in circumstances where the infraction is perceived to be of a greater consequence than that for which an oral reprimand was issued or if an oral reprimand was ineffective. Written reprimands relating to an employee's job performance or conduct shall be placed in the employee's personnel file after providing the employee with a copy of the reprimand. The employee shall acknowledge having read the contents of the reprimand by affixing his signature to the reprimand. So doing shall not be construed as the employee's agreement that the reprimand was warranted. If the employee refuses to sign, a witness (by his signature) must attest that the statement was presented to the employee for signature and the employee refused to sign.

**16.2.3 Suspensions and Demotions:** An employee may be suspended without pay for a period not to exceed one hundred twenty (120) hours, and/or demoted for a single serious offense or for continued substandard job performance or misconduct when previous attempt(s) to correct behavior have failed.

**16.2.4 Dismissal:** The final consequence when all other discipline has failed to improve unacceptable behavior or job performance, or when the employee has engaged in egregious behavior that the County determines to be unacceptable for its employees.

**16.3 Procedure/Written Reprimands:** In the event the written reprimand is not withdrawn, the employee may insert a response in his file to the reprimand.

**16.3.1** Disputes regarding written reprimands may be contested through the Grievance Procedure set forth in this Agreement.

**16.3.2** One (1) year after a written reprimand has been issued to an employee, upon written request from the employee, the written reprimand shall be removed from his personnel file, provided that the employee has received no further discipline for the same or similar offense.

**16.4 Procedure - Suspension, Demotion or Dismissal:** Disputes regarding suspensions, demotions or dismissals may be contested utilizing the Grievance Procedure set forth in this Agreement. However Step 2, as set forth in ARTICLE 17.10.2.2 shall be the final step in the grievance procedure before the parties submit their dispute to Arbitration pursuant to the provisions of ARTICLE 17.10.3.

## **ARTICLE 17 GRIEVANCE PROCEDURES**

17.1 Statement of Purpose. The parties hereto agree that the prompt and equitable resolution of grievances hereunder is essential to the proper and efficient operation of the Department and all reasonable efforts shall be made by the parties and the employees to resolve all grievances in a timely and mutually satisfactory manner. To that end, the parties agree to attempt to resolve all grievances at the lowest possible step.

17.2 No employee who uses or participates in the grievance procedure shall be subjected to retaliation of any kind or nature for having participated in this procedure, nor shall he be threatened, intimidated or coerced in any manner, for having done so.

17.3 All grievances shall be maintained in separate grievance files and shall not be included in the personnel file of any individual grievant. Upon resolution of the grievance, or decision by an arbitrator, a copy of any grievance arising from disciplinary action shall be retained in the grievant's personnel file unless the arbitrator rules otherwise.

17.4 All references to the "grievant" shall be construed to include the Union or individual grievant as may be required by the context of the reference.

17.5 The procedures for filing a grievance shall be the same for all grievants. The grievance procedure shall be accessible to all employees in the bargaining unit, regardless of whether or not they are members of the Union.

17.6 The parties may utilize tape recorders or other electronic recording devices to assist them in taking notes, however such recordings shall have not standing to serve as an official record of proceedings.

17.7 This procedure shall be the sole and exclusive method of resolving any and all grievances as that term is defined in Article 17.8.1.

17.8 Definitions.

17.8.1 Grievance: A grievance is any difference, dispute or disagreement concerning the application, interpretation or meaning of this Agreement. As used in this Agreement "grievance" means any formal complaint alleging the misinterpretation, misapplication or the violation of any provision of this Agreement. Only matters involving the interpretation, application or alleged violation of a specific provision of this Agreement shall be subject to this grievance procedure.

17.8.2 Grievant: A grievant is any employee, group of employees or Party who files a grievance under the procedures set forth in this Article.

17.8.3 Time: All time periods referred to herein shall be measured in working days, Monday through Friday excluding holidays recognized by the County.

17.8.4 Settlement: means the agreed-upon resolution of the grievance, set out in writing and signed and dated by the parties.

17.8.5 Waiver: Any step of this procedure may be waived by mutual agreement of the Parties.

#### 17.9 Time Limits.

17.9.1 All time limits set out in this Article shall be of the essence and strictly enforced. Any of said time limits may be extended with respect to a specific grievance by written agreement of the parties to the grievance.

17.9.2 If the County fails to respond within the designated time limits, the grievance shall be deemed denied, and shall be advanced to the next step of the grievance procedure. If the grievant fails to appeal to the next step within the time limits, the grievance shall be deemed settled on the basis of the County's last response.

#### 17.10 Resolution of Employee Grievances.

17.10.1 Informal Resolution Step: A complainant may at any time prior to the filing of a formal grievance, first attempt to resolve the matter informally.

##### 17.10.2 Formal Resolution Step:

17.10.2.1 **Step 1a:** If the grievance is not settled at the informal step, the grievant may advance the grievance to Step 1, by submitting a formal written grievance, within ten (10) days of the event giving rise to the grievance, or within ten (10) days of the grievant's becoming aware of the event giving rise to the grievance, or within ten (10) days of the date the grievant should have become aware of the event giving rise to the grievance, and submitting the same to the Chief. The formal written grievance shall identify the current grievance step, the event upon which the grievance is based and the date, upon which it is alleged to have occurred, the specific provision(s) of the Agreement which are alleged to have been breached and the remedy sought. The grievance shall be dated and signed by the grievant(s). The grievant may, at any step of this procedure, request the assistance of his steward, or other formally designated Union representative or officer, to prepare the grievance form, process the grievance or otherwise represent the grievant.

**Step 1b:** The recipient of the grievance shall note the date and time of receipt on the grievance form, and shall respond in writing within ten

(10) days from the date of receipt. The response shall be made on the grievance form and a copy of the completed form shall be returned to the grievant, steward or Union representative, as the case may be.

17.10.2.2 **Step 2a:** If the grievance is not settled at Step 1 of this procedure, the grievant may, within five (5) days of receipt of the Step 1 response, appeal the grievance to the County Manager or his designee on the original grievance form and setting forth all of the information required in Article 17.10.2.1 (step 1a). The County Manager's Office shall note the time and date of receipt of the appeal on the grievance form. A conference to discuss the grievance and any settlement thereof shall be scheduled by the parties within five (5) days of receipt of the appeal. This meeting shall be convened at the mutual convenience of the parties, but no later than five (5) days after having been scheduled. If the grievance is settled at the conference, the settlement shall be reduced to writing, noting the terms thereof, the date and the time of settlement, and shall be signed by the parties, and the grievant, if appropriate.

**Step 2b:** If the grievance is not settled at the Step 2 conference, within five (5) days thereof, the County Manager or designee shall set out his response to the grievance in writing, either on the grievance form, or attached thereto. The response shall be signed, dated and returned to the grievant, steward or Union representative, as the case may be

**Step 2c:** Upon being appealed to the Step 2 conference, the grievance shall be treated as a final document, and no amendments shall thereafter be permitted.

#### 17.10.3 Arbitration:

17.10.3.1 If the grievance is not settled as the result of the County Manager or designee's Step 2 written response, the grievance may, within five (5) days thereof be submitted to Arbitration by serving notice on the County Manager's Office of the grievant's intent to submit the matter to Arbitration.

17.10.3.2 Arbitration shall be limited to any difference, dispute or disagreement concerning the application, interpretation or meaning of this Agreement, and disputes concerning disciplinary actions involving written reprimand, suspension, demotion or dismissal. Arbitration shall not be available when other avenues for relief are available such as relief that may be obtained through the filing of charges with the Human Rights Commission, EEOC or the filing of a worker's compensation claim.

17.10.3.3 The parties shall attempt to agree on an Arbitrator from the

list of names appearing on the panel of approved Arbitrators. In the event they are unable to agree, the grieving party shall strike the first name from the list of Arbitrators and thereafter the parties shall alternatively strike names until one name remains. That individual shall serve as the Arbitrator.

17.10.3.4 The parties shall share the costs of Arbitration proceedings equally including the Arbitrator's fees and any costs imposed for use of facilities. Each party shall bear its own costs, including but not limited to expert witness fees, costs of reproduction of documents, and attorney's fees.

17.10.3.5 A party may have no more than two (2) personal representatives, one of whom may, but need not, be an attorney, represent him at any stage of the grievance procedure or at the Arbitration proceedings.

17.10.3.6 Unless otherwise agreed by the parties, each party shall be limited to a maximum of five (5) hours to present its case, except in cases involving termination.

17.10.3.7 As a condition of employment, employees shall be required to appear as witnesses in grievance hearings when requested by the County or the grievant. The County shall bear the expense of any witnesses that it calls. The Union or the grievant, as may be appropriate, shall bear the expense of any witnesses called by the grievant or the Union on its behalf.

17.10.3.8 The Arbitrator shall have no authority to add to or to arbitrate away in whole or in part any provision of this Agreement. The Arbitrator shall, within the time limits set forth below, issue his award and a written opinion in support thereof. His opinion and award shall be confined to an interpretation of the Agreement and a resolution of the specific grievance under consideration, as set forth at the Step 2 conference. The Arbitrator shall have no authority to determine any issue not specifically so submitted. The Arbitrator shall have no authority to grant interest in connection with any award of back pay or benefits.

17.10.3.9 The opinion and award of the Arbitrator shall be final and binding on the parties to the extent provided by applicable law or regulation.

17.10.3.10 In the event the Arbitrator has reversed or modified the disciplinary action, the Arbitrator shall have the authority to only award back wages, credit for sick and annual leave that would have accrued from the date of dismissal through the date of reinstatement,

reimbursement for any premiums paid by the employee to continue health and dental insurance. In the event the Arbitrator awards back wages, the employee shall provide the County with a sworn statement of gross earnings and unemployment compensation received during the period from the date of dismissal through the date of reinstatement.

17.10.3.11 The Arbitrator's opinion and award shall be transmitted to the parties by first-class mail within thirty (30) days of close of the hearing.

17.10.3.12 The parties may agree to expedited Arbitration and request the Arbitrator to issue his opinion and award orally from the bench at the conclusion of the hearing, or upon agreement by the parties, may issue a summary opinion and award prior to the expiration of thirty (30) days.

17.10.3.13 A Party at its own cost, may request that a certified Court Reporter attend and transcribe the Arbitration hearing. In such event the Party making such request shall bear the cost of the Court Reporter. Each Party shall bear the cost of its own copy of the transcript.

17.10.3.14 In the event a Court Reporter is not requested, a recording of the hearing shall be made by the Department. A copy of the recording, which shall serve as the official transcript of the hearing, shall be provided to the parties at actual cost. Employees with the Permission of the Arbitrator and Knowledge of all parties involved may also record the hearing.

## ARTICLE 18 SICK LEAVE

18.1 Sick leave shall accumulate without limitation, at the rate of .05 hours for each one (1) hour worked in a regular paid status.

18.1.1 Sick Leave shall not qualify as time worked for the purpose of calculating overtime.

18.2 Sick leave shall be granted when an employee is unable to perform normal job duties due to personal, spousal or parental medical considerations including, but not limited to illness, injury, pre-approved medical or dental examinations, quarantine, therapy or counseling.

18.3 Use of Sick leave to work a second job (moonlighting) or as relief from the effects of a second job shall constitute sick leave abuse and may result in disciplinary action up to and including dismissal. An employee dismissed for cause shall forfeit all accumulated sick leave.

18.4 A physician's excuse shall be required when an employee has used two or more consecutive shifts of sick leave; except for employees working less than a twelve (12) hour shift. For employees working a shift of less than twelve (12) hours, a physician's excuse may be required after three (3) or more consecutive shifts. If the County determines within a (3) three month period that a pattern of sick leave abuse or misuse is being established by an employee, a physician's certification may be requested by the Department. Failure to submit a physician's certificate or a written explanation when requested shall prohibit the employee from receiving sick leave with pay for the period in dispute and may result in disciplinary action.

18.5 As a benefit and incentive for the proper use of sick leave benefits, employees may convert accrued sick leave as follows:

18.5.1 An employee who has accrued more than seventy-two (72) hours of sick leave in a calendar year shall be eligible to receive a cash payment for a maximum of forty (40) hours of regular straight time pay for all such hours in excess of seventy-two (72) accrued within that calendar year. Payment for the excess hours shall be made the first payday in December. All such converted hours shall be deducted from the employee's sick leave balance.

18.5.2 Any employee with a sick leave balance of three hundred (300) or more hours, by the first pay period in December, may choose to convert up to forty (40) hours to pay. Any hours converted shall be deducted from the sick leave balance.

18.5.3 Employees eligible under the Public Employee Retirement Act may at the time of retirement convert accumulated sick leave to annual leave on a one for one basis.

## 18.6 Contribution of Leave to Fellow Bargaining Unit Employee.

18.6.1 An employee may contribute any of their annual leave balance to another employee within the Bargaining Unit when the following criteria are met:

18.6.1.1 The employee is in need of sick leave time due to critical circumstances;

18.6.1.2 The contributing employee has an accumulated sick leave balance in excess of eighty (80) hours; and,

18.6.1.3 The hours contributed are transferred from one employee to another in hourly increments.

18.6.2 Bargaining unit members with a severe medical condition may receive contributed hours by employees outside the bargaining unit but within the County.

18.6.3 Conversion of annual leave is accomplished by submitting a written departmentally approved request to the Human Resources Department.

18.6.4 Hours transferred shall be converted to the other employee's account based on value of hours contributed, but recorded as converted hours based on value of hours used.

18.6.5 An employee receiving worker's compensation shall not receive contributed hours.

18.6.6 In the event of a death, the County shall pay the estate of a deceased employee the full cash equivalent of the accrued sick leave as of the employee's last date worked.

## 18.7 Sick leave incentive awards

18.7.1 A full-time employee who has completed twelve months of employment shall be eligible to participate in the benefit provided in this section, unless otherwise restricted herein:

18.7.2 An Employee who utilizes no sick leave during the first or second consecutive six (6) month period in a calendar year shall be awarded Four (4) hours of annual leave.

18.7.3 An Employee who utilizes no sick leave during the first six (6) month

period and the second consecutive six (6) month period in a calendar year shall be awarded Eight (8) hours of annual leave.

18.7.4 Departments shall review sick leave usage twice a year for the periods January 1 through June 30 and July 1 through December 31.

18.7.5 An employee who has received disciplinary action greater than a written reprimand shall not be eligible for the benefits provided in this section.

## ARTICLE 19 LEAVES AND SCHEDULING

19.1 Requests or Use of Leave. It is the County's policy to approve all requests for leave in a fair and equitable manner, consistent with Departmental staffing requirements. Inappropriate requests or use of leave may result in such leave being denied, or the leave may be deemed as unauthorized. All annual leave must be taken at a minimum of twelve (12) hour increments.

19.1.1 Scheduled leave for the purposes of this article is: Annual Leave, Personal Leave, Accrued Holiday Leave. Scheduled Leave covers all full pay periods within the new fiscal year.

19.1.1.1 Employees shall submit their requests through the department scheduling system before the third week in May.

19.1.1.2 Approval shall be based on seniority and job title.

19.1.2 Unscheduled leave for the purposes of this article is: Annual Leave, Personal Leave, Accrued Holiday Leave submitted after the completion of scheduled leave request.

19.1.2.1 Employees shall submit their requests for unscheduled leave through the department scheduling system no later than 24 hours in advance of the date for which leave is requested.

19.1.2.2 Unscheduled leave shall be approved on a first-come, is first approved basis.

19.2 Annual Leave: All employees covered by this Agreement shall be entitled to annual leave with pay in accordance with the following schedule:

Seniority Reg. Hrs. Worked Accrual

Up thru 5 years	1	.05 hrs
6 thru 10 years	1	.065 hrs
11 thru 15 years	1	.075 hrs
16 years and over	1	.085 hrs

19.2.1 During each full calendar year of employment, no more than two hundred eighty-eight (288) hours of annual leave may be carried forward into the following calendar year.

19.2.2 The County will allow the Conversion of Annual Leave for Cash Payment: An employee with a balance in excess of 240 annual leave hours in a calendar year shall be eligible to receive a cash payment for a maximum of forty (40) hours of regular straight time pay for such hours as long as the

sell-back does not drop the annual leave bank below 240 hours. Payment for the excess hour(s) shall be made the first payday in December. All such converted hours shall be deducted from the employee's annual leave balance.

19.2.3 The County shall pay the estate of a deceased employee the full cash equivalent of the accrued annual leave as of the employee's last date worked.

19.2.4 The County shall pay an employee the full cash equivalent of accrued annual leave upon such employee's separation from service with the County.

19.3 Personal Leave: Each employee shall receive two (2) shifts off as personal leave days to be taken with prior approval of the Department.

19.4 Accrued Holiday Leave: Employees will receive eleven (11) shifts off per year, in lieu of the designated County holidays.

19.4.1 The first day of each month, except for the month of July, employees will accrue one (1) shift off to be taken within three (3) calendar months.

19.4.2 Holiday Leave shall not be considered hours worked.

19.4.3 Shifts Holidays not used in the allotted time period will be forfeited unless the failure to utilize was due to Departmental requirements.

19.4.4 The County may choose to offer pay in exchange for any amount or all unused holiday leave hours, provided for in this Article, at any time during the year. If this offer is made the Employee(s) shall be paid their regular rate of pay for hours exchanged. The County may make this offer to the entire bargaining unit at its sole discretion.

19.5 Unauthorized Leave Without Pay (ULWP): Employees who fail to appear for work without authorized leave shall be considered to be on Unauthorized Leave Without Pay and may be subject to disciplinary action up to and including dismissal. Employees shall not be paid for any periods of unauthorized leave and shall not accrue sick or annual leave during periods of unauthorized leave. Unauthorized Leave for two or more consecutive work shifts shall be considered as abandonment of the position and voluntary resignation with the County.

19.6 Leave Without Pay (LWOP): The Department may authorize leave without pay for six (6) months or less, upon written request of the employee concerned. An employee shall be returned to his former position or be reassigned to a comparable position if the employee returns to work within six (6) months of the day LWOP became effective. This requirement may be waived by written agreement of the employee. The County shall have no obligation to return the employee to his former

or comparable position if the LWOP is for a period greater than six (6) months. Requests for LWOP in excess of six (6) months shall be in writing and directed to the County Manager. Neither annual leave nor sick leave shall be accrued while on LWOP. Failure to report back to work upon expiration of approved LWOP shall be considered as ULWP.

19.7 Bereavement Leave: Leave with pay for which the employee is not charged sick or annual leave due to the death of an immediate family member. Employees shall be required to provide documentation that provides proof of familial relationship. Failure to provide such proof shall result in the employee being charged with Unauthorized Leave Without Pay. Bereavement Leave may be granted based on the following schedule:

19.7.1 For the death of an employee's mother, father, sibling, spouse, children, either adopted or biological, or grandchildren and like relatives of employee's spouse up to forty eight (48) hours.

19.7.2 For the death of an employee's grandparents, great-grandparents, aunts, uncles, and like relatives of the employee's spouse within New Mexico up to twenty-four (24) hours.

19.7.3 For the death of an employee's grandparents, great-grandparents, aunts, uncles, and like relatives of the employee's spouse outside of New Mexico up to forty eight (48) hours, however, the employee must provide proof of travel and a copy of the obituary.

19.8 Administrative leave: For the purpose of this Agreement, an employee placed on Administrative Leave shall be required to call-in once between 9 a.m. and 5 p.m. on their normal shift days as directed at the time the employee is placed on such leave status.

19.9 Educational Leave: Employees may be granted leave with pay to attend approved courses at vocational schools or colleges, which contribute to the employee's job performance or job advancement within the County. Any employee who does not receive a passing grade shall be required to reimburse the County for all compensation received, to include hours granted by the Department to attend such class which will be deducted from the individual's annual leave balance.

19.10 Military Leave: All employees authorized military leave shall be granted such leave in accordance with 38 USC 4312 and NMSA 20-4-7, 1978. Pursuant to 38 USC 4312.

19.11 Jury Duty Leave: An employee, when called for jury duty by a federal, state, metropolitan or magistrate court, shall be given a paid leave of absence, provided that the employee provides adequate proof of dates and time served and returns to the County the jury fee received (other than meals and travel allowances).

19.12 Terminal Leave: In the event of a retirement, the employee may opt to utilize leave to include Annual, Accrued and converted Sick as Terminal Leave. If this option is chosen, then the employee may choose one of two options:

- 1) Continue to take Terminal Leave on the employee's current work schedule upon announcement of Retirement.
- 2) Employee may opt to be placed on a converted 40 hour work schedule including converted pay scale in accordance with Article 36.3.

## **ARTICLE 20 WORK PERIOD, OVERTIME/STAND-BY/NO PYRAMIDING**

20.1 Work Period: The parties have elected Section 207K exempt status under the Fair Labor Standards Act. Accordingly, for overtime calculation purposes work periods shall be fourteen (14) consecutive calendar days.

20.2 Pay Period: A two-week period of which there are twenty-six (26) specified per year.

20.3 Overtime: Employees shall be paid at the rate of time and one-half their regular straight time rate of pay for all time worked in excess of 106 hours for Operations or Fire Prevention Bureau, and 80 hours for those assigned to a special assignment, with the adjusted weekly work schedule of (40 hours), in any fourteen (14) day period. Administrative leave, personal leave, accrued holiday leave, sick leave and annual leave or any other form of authorized leave identified in this Agreement shall not qualify as time worked for the purpose of calculating overtime pay.

20.4 Additional Time: All additional time opportunities shall be authorized by the Chief or his designee, according to financial and budgetary constraints. Additional time shall qualify as time worked for the purpose of calculating overtime pay.

20.4.1 The Department shall prepare, maintain and post, on a daily basis, a current list of those employees who wish to be considered for additional time opportunities. Employees who wish to be considered for extra duty may sign up through the Department scheduling system. The offer for additional time shall be prioritized by total hours within the work status. Employees who sign up and are assigned additional time shall be required to fulfill such assignment. If no employee signs up for additional time, additional time shall be assigned on a rotating basis, to an employee on-duty, the shift prior to the vacancy; Employees so assigned shall be required to fulfill such assignments. and be paid at time and one half (1 ½) their regular rate of pay for all hours worked, as forced hired additional time. Force Hire Additional time hours shall not count towards accumulated hours within additional time work status. For time periods of three (3) hours or less, for example when coverage is needed for early relief or for late arrivals assignment of additional time will be at management's discretion with the option to bypass the additional time list. Total hours within the additional time work status will return to zero (0) each July 1<sup>st</sup> for all employees.

20.4.2 Offer: When the department scheduling system places a phone call.

20.5 Stand by: Duty status wherein an employee is required to be available for immediate call-out at times when the employee is otherwise not assigned to his regular duty post. Employee is expected to remain fit for duty.

20.5.1 Employees shall not be placed on stand-by status while on leave.

20.5.2 An employee assigned stand-by duty, shall be paid eighty five cents (.85) per hour for each hour the employee is placed on standby.

20.6 Call Back: When an employee, on off-duty status or stand-by, is ordered to report to work immediately upon notification.

20.6.1 In the event that employees are contacted due to an emergency incident the Department shall first utilize the additional time sign up list. Employees on the additional time sign up list, who are contacted for Call Back are required to fulfill such assignment. If no employee signs up for additional time, Call Back for emergency incidents shall be assigned utilizing the Force Hire list.

20.6.2 Call back shall be paid at one and one half (1-1/2) times the employee's regular hourly rate of pay.

20.6.3 The employee who is called back to duty shall be guaranteed a minimum of three (3) hours of call back pay.

20.6.4 Call back periods overlapping the start of an employee's regular scheduled shift shall be paid as regular hours worked with no three (3) hour minimum.

20.6.5 Call back time shall commence when the employee is contacted. This is intended to cover travel time for the employee.

20.6.6 Employees who are called back shall be moved to the bottom of the force hire rotation list.

20.7 Pyramiding: Compensation shall not be paid more than once for the same hours under any provision of this Agreement

## ARTICLE 21 SHIFT/HOURS EXCHANGES

21.1 The following job classifications may, subject to approval of the Chief, execute Shift/Hours exchanges:

- a. Firefighter with Firefighter
- b. Apparatus Engineer with Apparatus Engineer
- c. Apparatus Engineer with Apparatus Engineer certified Firefighter
- d. Paramedic/Firefighter with Paramedic/Firefighter
- e. Captain with Captain
- f. Captain with employee on current promotion list for Captain
- g. Lieutenant [Fire] with Lieutenant [Fire]
- h. Lieutenant [Fire] with employee on current promotion list for Lieutenant [Fire]
- i. Deputy Fire Marshal with Deputy Fire Marshal
- j. Battalion Commander with Battalion Commander
- k. Specialty Assignments with like assignments

21.2 Requests for shift trades shall be submitted through the Department staffing system:

- a. Electronic forms of communication exist regarding the scheduling of personnel
- b. Electronic forms are necessary for all shift/hours exchanges of ½ hour or more
- c. Telestaff is recognized as an electronic means for the documentation of shift/hours exchanges
- d. Submission of a mutual request for shift/hours exchanges on Telestaff forty eight (48) hours prior to the time of the trade as sufficient for the approval/disapproval of a shift/hours exchange

\*Example: Firefighter A and Firefighter B agree to trade an entire shift [24 hours] within the specified time period. Firefighter A will work for Firefighter B on April 5, 2006 beginning at 0900 hours; and Firefighter B will work for Firefighter A on April 9, 2006 beginning at 0900 hours. Both individuals would need to enter the requested shift trade into Telestaff prior to 0900 hours April 3, 2006.

21.3 Shift trade requests shall be approved or disapproved at the sole discretion of the Chief of Fire & Rescue or designee. No employee shall execute a shift trade without first obtaining prior written/electronic approval. The pending approval of shift/hours exchanges is demonstrated by Telestaff in the following manner:

- a. "TNW" is defined by Telestaff as "trade-not-working."
- b. "TW" is defined by Telestaff as "trade-working."
- c. The absence of an asterisk [\*] next to TW or TNW is symbolic of approval of a shift/hours exchange.
- d. The presence of an asterisk [\*] next to TW or TNW is symbolic of a pending

approval and therefore, not approved shift/hours exchange.

e. Approval of a shift/hours exchange will be posted within twenty-four (24) hours of the time of the trade.

21.4 Employees entering into a mutual agreement for shift/hours exchanges are responsible for executing them. Furthermore, employees that report off, for any reason, shall be on "Authorized Leave Without Pay."

21.5 Shift/hours exchanges will be executed and completed within 180 days of the time of the first executed shift or hours specified within the exchange.

21.6 The Union agrees to indemnify and hold harmless the County from any claim made by a bargaining unit employee concerning a demand, administrative claim or lawsuit involving a claim for overtime compensation as the result of a shift/hour exchange pursuant to this Article. The Union agrees that this agreement to indemnify and hold harmless shall survive the expiration of this collective bargaining agreement and shall run for the applicable limitations period for contract claims and claims brought pursuant to the Fair Labor Standards Act. Extra hours worked by the substitute employee will be excluded by the employer from the hours of work for which the employee is entitled to overtime. This is defined and demonstrated within the following:

- a. The scheduled employee will be compensated as if he had worked his normal work schedule for the shift/hours exchanged. Therefore, each employee will document his/her normal hours worked on the time-card regardless of the dates that shift/hours exchanges occur.
- b. Both parties agree that a substitute employee will not seek overtime compensation for the additional hours that he/she is actually at work.
- c. Both parties agree that a loss of proper compensation for additional hours will not occur because of a shift/hours exchange since the employee is to be compensated as if he had worked his normal work schedule.

\*Example: Firefighter A substitutes for Firefighter B within the agreed upon time-period of 180 days. Firefighter A will execute the substitution without documenting (other than on Telestaff) or receiving compensation for additional time for the actual time of the substitution.

21.7 The Union will reimburse the County for any overtime expense when an employee fails to execute a shift/hours exchange, However,

- a. if the County chooses not to cover the vacancy with overtime, the union is not responsible for any reimbursement
- b. if the County chooses to fill the vacancy with an employee of a different rank, seniority or base compensation, the Union will reimburse the County for the lesser of the absent employee's overtime rate or the overtime rate of the replacement

employee.

c. An employee that fails to fulfill his shift exchange will lose this privilege for a period of up to 180 days.

21.7.1 The holdover compensation applies only to those situations where the employee does not appear for the shift and not for instances where an employee is enroute from one station to another.

21.8 The Memorandum of Understanding is now considered as part of Article 21 and serves to clarify the language herein.

## ARTICLE 22 TEMPORARY UPGRADES

22.1 Whenever an employee is assigned by the Chief or designee, to perform the duties and assume the responsibilities of a classification higher than the employee's permanent classification.

22.1.1 The employee shall receive ten percent (10%) over his regular rate of pay for each hour worked in a temporary upgraded position.

22.1.2 Approved leave hours shall not be compensated at the upgraded rate of pay.

22.1.3 Temporary upgrade to Battalion Commander will be utilized to avoid a Force Hire situation and will be assigned to qualified employees on a current Battalion Commander promotional list, that are on duty during their regularly assigned shift, on a rotating basis in an attempt to give equal opportunity to all qualified employees. Each rotation shall last up to forty-five (45) days or a total of fifteen (15) shifts, whichever occurs first. In the case, where there is not a current list, the upgrade will be given on a rotating basis, to a field Captain. In the event all eligible employee(s) choose to deny the upgrade, the Battalion Commander vacancy will be filled with a Battalion Commander per Article 20 of this collective Bargaining Agreement.

22.1.4 Temporary upgrade to Captain will be utilized to avoid a Force Hire situation and will be assigned to qualified employees on a current Captain promotional list, that are on duty during their regularly assigned shift, on a rotating basis in an attempt to give equal opportunity to all qualified employees. In the case, where there is not a current list, the upgrade will be given on a rotating basis, to a Lieutenant with 2 yrs of service as a Lieutenant. In the event all eligible employee(s) choose to deny the upgrade, the Captain vacancy will be filled with a Captain per Article 20 of this collective Bargaining Agreement.

22.1.5 Temporary upgrade to Lieutenant will be utilized to avoid a Force Hire Situation, and will be assigned to qualified employees on a current Lieutenant promotional list, that are on duty during their regularly assigned shift, on a rotating basis in an attempt to give equal opportunity to a all qualified employees. In the event all eligible employee(s) choose to deny the upgrade, the Lieutenant vacancy will be filled with a Lieutenant per Article 20 of this collective Bargaining Agreement.

22.1.6 Temporary upgrade to Apparatus Engineer will be utilized to avoid a Force Hire situation and will be assigned to qualified employees that are on duty during their regularly assigned shift, on a rotating basis in an attempt to give equal opportunity to all qualified employees. In the event that all eligible employee(s) choose to deny the upgrade, the Apparatus Engineer vacancy

will be filled with an Apparatus Engineer per Article 20 of this collective Bargaining Agreement.

22.1.7 If an upgrade is required in a Division other than Operations, The highest ranking Division Officer on duty assigned to that Division will fill the assignment. This will only take place when the vacancy exceeds three (3) consecutive days.

22.1.8 At any time the employee does not want to participate in the upgrade process he/she can deny the upgrade upon notification. In the event an employee denies an upgrade, he will be placed at the bottom of the rotation.

## **ARTICLE 23 MODIFIED DUTY/ SPECIAL ASSIGNMENT**

23.1 Temporary modified duty refers to duty other than normal duties and may result in a change in the employee's regular schedule and is intended for those employees that have suffered an on the job injury or illness. The intent of this provision is to permit such employee to return to work as soon as it is medically permissible for him/her to do so. It is not the intent of this provision that such duty is of a "make work" nature. Upon release from the County designated physician, employees may be offered a temporary modified duty assignment within the Department. Such employee shall not be assigned to a position that could jeopardize or aggravate his physical condition. The following conversions will apply to employees who have sustained a work related illness or injury. However, article 23.3 is solely for use by employees who have sustained a work-related illness or injury:

23.2 Leave Conversion from 56-hour workweek to 40-hour workweek.

23.2.1 While the employee is on a temporary modified duty assignment, holidays shall be converted to a 40-hour schedule and taken on County designated holidays. If the employee does not have a holiday available during a County designated holiday the employee must use his accumulated leave.

23.3 Salary Conversion from 56-hour workweek to 40-hour workweek.

23.3. While the employee is on a temporary modified duty assignment salary conversion to a 40 hour work week will be utilized as per 36.4

23.4 Nothing above will prevent the Chief or his designee from approving modified duty for those employees developing an injury or illness off duty, at his discretion. This modified duty will be paid at a base hourly wage plus longevity for 40 hours. The parties agree that the 207K election applies to all employees in a modified duty status.

23.4.1 An employee who is on temporary modified duty as a result of pregnancy shall be paid at the employee's base hourly rate plus longevity for up to 57.8 hours per week.

23.5 Special Assignment: While an employee is on special assignment, salary conversion as per 36.4 will be applied.

23.6 While on temporary Modified duty or Special Assignment: Shall be scheduled to work a base schedule of 08:00hrs to 17:00hrs with an hour lunch period, Monday through Friday at the Chiefs or his designees discretion a modified schedule of four (4) ten (10) hour days may be selected.

## **ARTICLE 24 WORKERS' COMPENSATION/INJURY TIME**

24.1 An employee injured on the job or suffering from occupational diseases, as defined in the New Mexico Workers Compensation Statute, shall receive Worker's Compensation benefits as prescribed by law.

24.2 All job-related injuries requiring medical attention shall be reported in accordance with the County of Bernalillo's Loss Control Policy.

24.3 An employee who incurs a job-related injury/illness shall visit a County contracted physician. The County contracted physician, and/or his professional team may treat the employee or refer the employee to a non-contract physician depending upon the nature of the medical problem.

24.4 When an obvious medical emergency situation exists, the employee shall be taken, or go to the nearest emergency room or urgent care center. The County contract physician shall coordinate treatment subsequent to emergency treatment.

24.5 An employee who works a minimum of forty (40) hours per week is eligible for a maximum of eight hundred (800) working hours, twenty (20) weeks, of injury time compensation.

24.5.1 During the eight hundred (800) hour period of injury time, the County shall pay the employee's share of all those employee benefits sponsored by the County.

24.5.2 In the event that two-thirds (2/3) of the employee's gross salary exceeds the maximum paid by Worker's Compensation, the County will pay the employee the difference between the amount paid by Worker's Compensation and the two-thirds (2/3) of the employee's gross salary during the eight hundred (800) hours of injury time. However, the County shall not be responsible for paying the difference if the Worker's Compensation benefit is reduced as the result of a garnishment, tax levy or other Court Order.

24.5.3 An employee injured on the job may use accrued annual or sick leave for each regularly scheduled work day after the injury occurs for all such days not paid by Worker's Compensation. Employee shall not be entitled to any Worker's Compensation benefit for all days where annual leave or sick leave was received by the employee in lieu of Worker's Compensation. Annual leave or sick leave used by the employee in lieu of Worker's Compensation shall be re-credited to the employee upon receipt of the reimbursement by Worker's Compensation after the expiration of the statutory waiting period.

24.5.4 An employee shall accrue annual leave and sick leave while on injury time.

24.6 In the event of a lump sum settlement with Worker's Compensation, the

settlement shall be adjusted for the injury time payments previously received, provided that in no case shall the deduction exceed the amount of the lump sum settlement.

24.7 An employee shall return to his former position or be reassigned to a comparable position if the employee obtains a physician's certification indicating that the employee is able to return to work and perform the essential functions of his position and the employee returns to work within six (6) months of the date of injury.

24.8 An employee returning from Worker's Compensation disability may return to Modified Duty if an appropriate position is available or if the County can reasonably accommodate the employee by modifying the job requirements and the employee's physician certifies that the employee is capable of returning to a modified work schedule.

24.9 An employee on modified duty will not be placed in a position which could jeopardize or aggravate their physical condition. The intent of this provision is to permit the return to work as soon as it is medically possible.

## ARTICLE 25 INSURANCE COVERAGE

25.1 Health. For each employee the County shall pay eighty percent (80%) of the monthly premium for any health insurance plan offered to employees by the County. The employee shall pay the balance of the monthly premium.

25.2 Dental. For each employee the County shall pay sixty per cent (60%) of the monthly premium for any dental insurance plan offered to employees by the County. The employee shall pay the balance of the monthly premium.

25.3 Life. For each employee the County shall pay sixty percent (60%) of the monthly premium for any life insurance plan offered to employees by the County. The employee shall pay the balance of the monthly premium.

25.4 Inoculation and Immunization. Where health and/or Worker's Compensation insurance do not provide coverage for inoculation or immunization for contagious diseases, the County agrees to provide coverage for such inoculation or immunization for the employee and those family members residing in the same household as the employee. The County is obligated to provide coverage only for those procedures that are proven to be medically effective. In the event the employee or any family member fails or refuses to timely complete the required series of such inoculation or immunization procedures pursuant to this provision, the employee shall be liable to reimburse the County for all expenses thus incurred.

## ARTICLE 26 CAMPAIGNING FOR PUBLIC OFFICE

26.1 The work place should be maintained in a manner so that partisan politics do not influence the operations of the County. A potential for a conflict of interest exists when public employees engage in political activities while on duty. In order to lessen the likelihood of such conflicts, without unduly restricting an individual's rights to seek public office, the following procedures shall be followed:

26.1.1 Any employee wishing to run for a political office within Bernalillo County government shall take a leave of absence, using paid annual leave or leave without pay, 15 Calendar days before any primary, general, or special election. The concerned individual shall remain in the leave status until certification of the general election in the event that he is victorious, or until he has officially withdrawn from the election or has been eliminated in a primary election.

26.1.2 An employee shall not:

26.1.2.1 Use the employee's County position or influence derived from the employee's County position for the purpose of interfering with or affecting the result of an election or nomination for office.

26.1.2.2 Directly or indirectly coerce, attempt to coerce, command, or advise a state or local officer or employee to pay, lend, or contribute anything of value to a political party, committee, organization, agency, or person, for political purposes.

26.1.2.3 Campaign on County property or on County time.

26.1.2. 4 Appear in any political advertisement or testimonial while in uniform.

26.1.2. 5 Use a County vehicle in a political advertisement.

26.1.2. 6 Wear or display any campaign signs, buttons or literature in the work place.

26.1.3 The County shall approve all requests for leaves of absence to run for Bernalillo County office.

26.1.4 In the event any amendment of County Ordinance 91-8 alters an individual's rights to seek public office, this ARTICLE shall immediately become the subject of renegotiation.

## ARTICLE 27 DRUG AND ALCOHOL TESTING

27.1 The use of drugs and alcohol, whether on or off the job or for "recreational purposes" or otherwise, constitutes a serious threat to the health and safety of the public, to the safety of the employees, and to efficient operation of the County. In recognition of this principle, the following procedure shall be utilized to eliminate the adverse impact of drugs and alcohol in the workplace:

27.1.1 Whenever the County requires a drug test, the employee's urine shall be tested for the following drugs or their metabolites and a positive test result shall be reported to the Medical Review Officer at the indicated levels:

- amphetamines - 1000 NG/ML
- barbiturates - 200 NG/ML
- benzodiazepines - 200 NG/ML
- cannabinoids - 50 NG/ML
- cocaine metabolites - 300 NG/ML
- methadone - 300 NG/ML
- methaqualone - 300 NG/ML
- opiates - 300 NG/ML
- phencyclidines - 25 NG/ML
- propoxyphene - 300 NG/ML
- fentanyl – 1 (one) NG/ML

27.1.1.1 Alcohol shall be tested by the use of a breath analysis and a positive test shall be reported at an alcohol concentration of greater than .04 or greater.

27.1.2 An employee shall be required to undergo a drug/alcohol test if there is a reasonable suspicion that the employee's alcohol or drug use could impair job performance and/or safety.

27.1.3 Reasonable suspicion shall mean that there is objective evidence, based upon known specific, articulable observations of the employee's appearance, behavior, speech or body odor that would lead a reasonable person to believe that the employee is under the influence of alcohol or drugs while on duty.

27.1.4 When a reasonable suspicion has been developed to lead a supervisor, to believe that an employee is under the influence of drugs or alcohol, he shall report such suspicion to the Chief of Fire and Rescue. The Chief or in his absence the Chief's designee may order an analysis of the concerned employee's breath or urine for the exclusive purpose of detecting the use of drugs or alcohol.

27.1.5 The County shall be responsible for transporting the employee to the

testing site.

27.2 Any employee who is involved in an accident with a County owned vehicle personally owned vehicle during the course and scope of their employment, shall be required to submit to a post accident breath and urine test. An accident shall be defined as all events involving a County a vehicle during the course and scope of their employment which results in damage to any vehicle, injury to a person or damage to any property where:

1. A life was lost OR
2. If while operating a motor vehicle, the driver was cited for a moving traffic violation AND any individual involved was transported for medical treatment OR
3. If while operating a motor vehicle, the driver was cited for a moving traffic violation AND a vehicle involved was disabled and removed from the scene by other than its own power.

27.3 Self-Identification. An employee who believes or suspects that he may have a problem with controlled substance use and/or alcohol misuse may voluntarily identify themselves to the County Personnel Department's Controlled Substance and Alcohol Coordinator (CSAC) or CSAC's designee. The CSAC or CSAC's designee shall refer the employee to the County Employee Assistance Program (EAP) for evaluation by a Substance Abuse Professional (SAP).

27.3.1 Within three (3) working days of self-identification, an employee shall elect to participate in the County approved treatment plan or resign from employment with the County, or otherwise be subject to dismissal from the County of Bernalillo.

27.3.2 If the SAP determines that an employee who has self-identified for alcohol misuse also abuses substances or that an employee who has self-identified for substance abuse also misuses alcohol, the SAP can require that the employee be tested for substance abuse and alcohol misuse.

27.3.3 An employee may self-identify at any time except within thirty-two (32) hours after an accident or after being notified that they must submit to a pre-employment, random or reasonable suspicion testing and shall only be allowed to self-identify once for either substance abuse or alcohol misuse during any employment with the County, regardless of any break in service or change in job position.

27.3.4 All costs of the initial evaluation by the SAP shall be the County's responsibility. All costs for counseling or rehabilitation shall be the employee's responsibility.

27.3.5 An employee who self-identifies shall only be granted leave in

conjunction with self-identification as determined necessary by the SAP. In the event the SAP determines leave is necessary, the employee shall be granted either annual leave, sick leave or leave without pay status.

27.3.5.1 In the event the employee is eligible for benefits under the Family and Medical Leave Act (FMLA), any leave taken by the employee, either paid or unpaid, shall be considered leave taken under FMLA.

27.3.6 An employee who self-identifies is subject to substance abuse and/or alcohol testing at the discretion of the SAP any time between self-identification and when the SAP's certifies the employee is again able to perform his job duties.

27.3.7 An employee who self-identifies shall be in compliance with the County approved treatment plan upon the SAP's certification that the employee is able to perform his job duties, but in no event shall the period to return to performing his job duties exceed ninety (90) calendar days after self-identification.

27.3.7.1 Compliance with the County approved treatment program means that the employee has submitted to a return-to-duty substance abuse test with a "verified negative" result and/or an alcohol test with either an alcohol concentration of 0.02 or less or an alcohol concentration of zero if any use of alcohol is prohibited by the employee treatment plan, and the employee is cooperating in the County approved treatment plan.

27.3.7.2 Non-compliance with the County approved treatment plan shall subject the employee to dismissal.

27.3.8 Once an employee has been released to work after self-identification and return-to-duty testing, the employee shall be subject to unannounced follow-up alcohol and/or controlled substance testing as directed by the Substance Abuse Professional (SAP). An employee shall be subject to a minimum of at least six (6) tests in the first twelve (12) months following the employee's return-to-duty.

27.3.9 An employee who undergoes a controlled substance test at any time after self-identification, and receives a "verified positive" result, shall be dismissed.

27.4 In the event the County requires an employee to submit to a "reasonable suspicion" drug or alcohol test, the County shall place the employee on paid Administrative Leave pending the final test results.

27.4.1 The County shall bear the cost of the initial drug or alcohol test. The employee shall bear the cost of a test of the split sample. The County shall reimburse the employee for the cost of the test of the split sample in the event the result of the test is negative.

27.4.2 Any employee who refuses to appear for drug or alcohol test shall immediately be removed from assignment and shall be terminated.

27.5 Random Testing. Due to the safety sensitive nature of their positions all employees shall be subject to random testing. The selection of employees shall be made by a computer based random number generator from a pool of all bargaining unit employees.

27.5.1 The dates for administering unannounced testing of randomly-selected employees shall be spread reasonably throughout the calendar year; and

27.5.2 The number of employees randomly selected for drug/alcohol testing during the calendar year shall be a minimum of twenty percent (20%) and a maximum of fifty percent (50%) of the total number of employees in the pool.

27.6 An employee who receives a verified positive test result as the result of a reasonable suspicion, post-accident or random drug or alcohol test shall be dismissed.

27.7 Supervisors will receive a minimum of sixty (60) minutes of drug and alcohol specialized training. Non-supervisory employees will receive a minimum of sixty minutes training on the effects and consequences of prohibited drug and/or alcohol use.

27.8 Prior to conducting any testing under this Article, the County shall prepare and implement a Drug and Alcohol Testing Program to be distributed to employees and supervisors, and all employees and supervisors shall receive training on the Program. The County shall provide drafts of the Program to the Union President for review and comment during the drafting of the Program. The County shall also provide the final Program to the President of the Association for review and comment.

## ARTICLE 28 TELEPHONES

28.1 Employees shall maintain, a means of communication i.e. cell phone or telephones at their residences, and shall submit changes of their phone numbers or addresses into the departments scheduling system and report the changes to their immediate supervisor and to the Human Resource Department within two (2) working days after such changes. Home telephone numbers and addresses are confidential, and shall not be released to anyone outside of the County without express approval from the concerned employee.

28.2 The County may release telephone numbers to law enforcement personnel for valid purposes in the furtherance of criminal justice interests.

28.3 All other requests for confidential information will follow Bernalillo County Administrative Instruction 8(A).

## **ARTICLE 29 OUTSIDE EMPLOYMENT**

29.1 An employee may engage in outside business activity or outside employment provided it is not inconsistent, incompatible, and does not conflict and does not interfere, with the proper discharge of the employee's duties and responsibilities as a County employee.

## **ARTICLE 30 PHYSICAL FITNESS AND PHYSICAL EXAMINATIONS**

30.1 All medical and physical examinations required of employees by the County shall be paid for by the County. The exam will be scheduled and completed according to the OSHA guidelines Title 11; Chapter 5; Part 2. The results of the examination will be evaluated against the criteria of whether the person could perform the particular required duties without hazard to himself or others.

30.2 Employees may be required to pass a physical examination at any time to insure continued fitness for duty. All time spent taking the physical examination shall be paid at the employee's regular rate and shall not be considered hours worked for purposes of overtime.

30.3 Employees who fail the New Mexico Occupational Safety and Health regulation examination shall be allowed to use up to three (3) months of accumulated sick leave if necessary. During this time, the employee shall be allowed to seek an outside second opinion regarding the examination (at the employee's expense), if the second opinion results differ from the first the employee shall request a reevaluation of the first examination, in the event the opinions still differ the County and the employee will seek a thirds party physician qualified in OSHA examinations, at an equally shared expense, for a final decision. During this time the Employee shall be encouraged to enroll in a rehabilitation/fitness program designed to facilitate progress in attaining a level of fitness commensurate with the individual's assigned functions and activities. If at the end of the period (three months or exhaustion of the employee's sick leave, whichever occurs first) the employee is still unable to meet the required physical standards, the County shall provide the employee an opportunity to transfer to a vacant position within the County provided the employee possesses the minimum requirements for the vacant position.

30.4 The Department will maintain a Wellness and Fitness Program with elements consistent to the current program and will meet and confer with the Union on any proposed changes.

## **ARTICLE 31 LIABILITY PROTECTION**

31.1 Should an employee be sued in a civil action for any allegations arising out of the course and scope of the employee's employment, the County shall defend and indemnify that employee pursuant to the requirements of the New Mexico Tort's Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

## **ARTICLE 32 LABOR-MANAGEMENT RELATIONS AND SAFETY COMMITTEE**

32.1 The Labor-Management Relations Committee shall be composed of three (3) County representatives and three (3) Union representatives.

32.1.1 The Labor-Management Committee shall meet on the request of either party or at least once monthly to discuss all matters of mutual concern.

32.1.2 A Party wishing to convene the Labor-Management Relations Committee shall provide written notice to the Chief of the Department or the County Chapter President. The written notice shall identify the specific Article or provision of the Agreement. Committee members shall meet and confer within fourteen (14) calendar days of receipt of the written notice.

32.1.3 No issue concerning contract interpretation shall proceed to arbitration until after first presenting the matter to the Labor-Management Relations Committee for review and possible resolution.

32.2 The Safety Committee shall meet at least once monthly to discuss all matters of safety concern.

32.2.1 The Safety Committee shall be composed of three (3) County representatives and three (3) Union representatives.

32.2.1 The Safety Committee shall appoint two fire department employees one from Management and one from the Union, these persons will take and investigate all accidents and or safety concerns. They shall report to the Safety Committee, all findings. The Safety Committee will then make suggestions for changes to the policy and procedures, to promote safety for all fire department personnel.

## **ARTICLE 33 LIVING QUARTERS/LINENS/KITCHEN FACILITIES**

33.1 The Department shall make beds available, including a frame, box spring and mattress, for all employees required to work more than twelve (12) consecutive hours.

33.2 Employees regularly scheduled to work more than twelve (12) consecutive hours shall be provided with linens. The County may elect to utilize a linen service or may choose to provide laundry facilities and supplies in lieu of linen service. The Union recognizes that should the County make available laundry facilities, employees are not to utilize such facilities for the cleaning of personal or family clothing.

33.3 The County shall make available kitchen appliances as well as cooking and dining utensils as deemed appropriate by the Chief of Fire and Rescue.

## **ARTICLE 34 ISSUED EQUIPMENT/UNIFORMS**

34.1 The County agrees to furnish all required equipment set forth under the Fire Department's Policy and Procedure. A list of such items shall be kept current in the Department policy and procedure. The Fire Chief shall make changes to the policy and procedure consistent with the Safety Committee recommendations, as established in this agreement.

34.2 The employee shall be responsible for normal care and maintenance of all issued equipment.

34.3 An employee leaving the service of the County whether through resignation, retirement, layoff or discharge is responsible for returning any County property that he/she may have in his possession. Failure to return County property, which includes all protective clothing, badges, identification card, may result in the employee's final check being held up, with deduction being made for the value of the property.

34.3.1 Retiring members will be allowed to retain possession of their Department issued badge and helmet.

34.4 The County shall reimburse employees for damage or for loss due to theft, while on duty, of corrective eyeglasses, contact lenses and safety glasses. In order to obtain reimbursement, a copy of an accident report or police report filed with the B.C.S.O. must be submitted along with three (3) quotes for items similar to the ones damaged or stolen. The employee must receive authorization prior to purchasing items.

34.5 The County shall supply uniforms as required by the current uniform policy

34.5.1 The county will maintain a uniform cache to provide fatigue trousers and fatigue shirts for its employees or develop and execute an RFB should the need arise.

## **ARTICLE 35 TRAVEL DUE TO REASSIGNMENT**

35.1 Employees who are temporarily assigned to a location other than their duty station after reporting for work shall travel to the new work station in a paid status in a departmental vehicle or be compensated for their use of their personal vehicle per mile according to County rules for reimbursement for use of personal owned vehicles.

35.2 The employee is responsible for presenting themselves ready and able to perform at the temporary duty station as assigned.

## ARTICLE 36 COMPENSATION

### 36.1 Definitions:

- 36.1.1 Base hourly Rate: Rate of pay NOT inclusive of longevity
- 36.1.2 Regular Hourly Rate: Rate of pay inclusive of longevity
- 36.1.3 Longevity Year: Beginning July 1 through June 30.

### PAY SCALE

36.2 A minimum of 10% difference in pay between each job class will be implemented over FY13, FY14 and FY15, effective the first full pay period of each fiscal year. So as to preserve this 10% separation pay, increases/adjustments will be implemented based on a dollar amount and not a percentage.

<u>Job title</u>	<u>July 2012 Pay Rate</u>	<u>July 2013 Pay Rate</u>	<u>July 2014 Pay Rate</u>
Firefighter	\$13.1980	\$13.6005	\$14.0030
Apparatus Engineer	\$14.3833	\$14.9711	\$15.5589
Deputy Fire Marshal	\$15.0767	\$15.3178	\$15.5589
Paramedic/Firefighter	\$15.6689	\$16.3918	\$17.1147
Lieutenant-Fire	\$16.3246	\$17.5757	\$18.8267
Captain-Fire	\$19.0393	\$19.8712	\$20.7031
Battalion Commander	\$21.8197	\$22.2965	\$22.7734

36.3 Special Assignment pay: in an effort to complete Special Assignments the Chief may find it necessary to make specials assignments and change an assignment from a 56-hour workweek to an adjusted 40 workweek.

36.3.1 While the employee is on a Special Assignment, holiday accrual and usage shall follow Article 19.4, 19.4.1, 19.4.2, 19.4.3, 19.4.4. If the employee chooses to take off a County designated holiday and does not have a holiday available during the County designated holiday the employee must use accumulated leave.

36.4 Salary Conversion from 56-hour workweek to an adjusted (40) hour workweek.

36.4.1 [Base hourly wage] + [Longevity] \* [57.8 hours] per week =  
normal weekly sum.

Normal weekly sum divided by the adjusted weekly work schedule =  
Modified hourly wage.

Proof:

Firefighter A earns \$14.0030 = Base hourly wage  
 $\$14.0030 + 10.5\%(7 \text{ years longevity}) * 57.8 = \$894.3576$

Therefore \$894.3576 is their normal weekly sum.  
 $\$894.3576 / 40 = \$22.3589$

Therefore \$22.3589 is their modified hourly wage.

36.4.2 Employee shall be compensated at their Regular hourly rate unless otherwise specified.

### 36.5 Longevity:

For Bargaining Unit Members, longevity time is effective on the first July 1 after your hire date. Longevity rate will become effective the first full pay period of the new fiscal year.

“Longevity year” is calculated from July 1 to June 30, this equals one year.

“Longevity pay” is a percentage of your base rate added back to your base pay in increments as described below, up to a total of 33%.

Employees with three or more consecutive & continuous years of service as a Bargaining Unit member will receive longevity pay beginning on July 1<sup>st</sup> after their third year.

Once you are in the Longevity program, longevity will be distributed by the following scale for the remainder of your years of service:

Years 1 through 3	Accrue 1.5% per year added to base pay after year 3.
Years 4 through 14	1.5% per year added to base pay each year.
Years 15 through Retirement	3% per year added to base pay each year with a maximum total benefit of 33%.

36.6 Employees not in the position of Firefighter-Paramedic holding a current

EMT-Paramedic license shall receive incentive pay of an additional (1.20) one dollar and twenty cents per hour over their regular hourly rate of pay for hours worked in the capacities of: Battalion Commander, Captain or Lieutenant.

36.7 Employees holding a current EMT-Intermediate license shall receive incentive pay of an additional (0.75) seventy five cents per hour over their regular hourly rate of pay.

36.8 Employees whom are bilingual shall receive incentive pay of an additional (0.75) seventy five cents per hour over their regular hourly rate of pay. Certification based on Bernalillo County standard practice.

## **ARTICLE 37 PARTIAL INVALIDITY, SEPARABILITY AND WAIVER**

37.1 This Agreement shall be effective upon ratification and approval and is to remain in effect until a new agreement has been ratified by both parties.

37.2 Should neither party to this Agreement request the opening of negotiations at least one hundred and twenty (120) days prior to June 30, 2012 this Agreement shall continue in full force and effect from year to year thereafter.

37.3 Should applicable law or circumstances render invalid, unenforceable or no longer appropriate any provision of this Agreement, the parties shall meet and attempt to negotiate a replacement for the affected provision, as well as any other provision whose interpretation or implementation is dependent or contingent thereon. Such replacement provisions shall become effective immediately upon ratification according to the respective procedures and regulations of the parties, and shall remain in effect for the duration of the Agreement.

37.4 In the event that a Department policy conflicts with, or makes ambiguous, any provision of this Agreement, the parties may meet to negotiate a Memorandum of Understanding with respect to the affected provision, as well as any other provision whose interpretation or implementation is dependent or contingent thereon. Such Memorandum of Understanding shall be executed by appropriate representatives of the parties and shall remain in effect for the duration of the Agreement.

37.5 In the event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or be shall not affect the remaining provisions thereof.

37.6 This Agreement specifically describes the entire Agreement between the parties. Any State and/or Federal statutes enacted shall take precedence over Department Standard Operating Procedures (S.O.P.) and this Agreement. Provided, this Agreement shall take precedence over any conflicting Department Policies or S.O.P.s.

37.7 This Agreement is the only Agreement between the parties and supersedes any and all previous agreements and understandings.

37.8 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining, and the agreements arrived at by the parties after the exercise of that right and opportunity and are set forth in Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that they shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or 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 of the parties at the time they negotiated or signed this Agreement. Provided however, this provision shall not constitute a waiver of the right to grieve the effect upon the bargaining unit of matters otherwise excluded hereby.

## APPENDIX A

Battalion Commander

Captain

Lieutenant-Fire

Paramedic/Firefighter

Apparatus Engineer

Firefighter

Deputy Fire Marshal