

AGREEMENT

BETWEEN

THE CITY OF RIO RANCHO

AND

RIO RANCHO FIREFIGHTER'S ASSOCIATION
IAFF Local 4877



Effective: January 24, 2016 through July 1, 2019

PREAMBLE

THIS AGREEMENT is entered into this 19th day of January, 2016, by and between the City of Rio Rancho, a municipal corporation of the State of New Mexico, hereinafter referred to as the "City", and the Rio Rancho Firefighter's Association hereinafter referred to as the "Association".

WHEREAS, the parties hereto have reached an agreement on all matters which have been subject to negotiation and desire to reduce such agreement in writing in order to avoid any misunderstanding on what has in fact been agreed to.

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ARTICLE I RIGHTS

- A. Association Rights – The City recognizes the Rio Rancho Fire Fighter's Association as the exclusive bargaining unit for full-time paid, non-exempt Member of Service (MOS) of the City of Rio Rancho hired to perform various public safety duties with the Rio Rancho Fire and Rescue Department (Department) excluding those positions that are covered under other Collective Bargaining Agreements.
1. Inclusions – This Agreement specifically includes: Captains, Firefighter's/EMTs, Fire Engineers, Fire Inspectors, employed by the Department. The Association may bargain for these MOS in negotiating wage rates, work hours, benefits, obligations and other conditions of employment.
 2. Exclusions – This Agreement specifically excludes new hire probationary status, to include supervisory, managerial and confidential positions: Fire Chief, Deputy Chiefs, Battalion Chiefs, Fire Marshals, seasonal MOS, temporary MOS, contract MOS, part-time MOS and term MOS; and other such employment positions as the parties shall agree to be excluded under this Agreement.
 3. Position Changes
 - a. When the City creates a new position within the Department that is not currently classified or changes the classification of a current position Human Resources shall notify the Association in writing.
 - b. The Association shall have the option to notify the City in writing within five working days after receipt of notification by the City in 3a, above, that it intends to re-open the agreement for the purpose of negotiating the impact of the new position or change in classification on the terms and conditions of this agreement. The City and Association shall thereafter re-open negotiations solely for such purpose. Failure of the Association to notify the City within this specified period shall constitute a waiver of the right to dispute the status.
- B. City Rights – The City, in accordance with the applicable statutes, rules and regulations, except as expressly limited, altered or modified by provisions of this Agreement, or appendices hereto or subsequent modifications by written instrument signed by the parties, which written instrument shall specifically identify and refer to the particular ARTICLE and subsection of this Agreement addressed therein, subject to the parties' duty to meet and confer over mandatory subjects of bargaining, retains the exclusive right and authority to:
1. (a) maintain the efficiency of government operations entrusted to it by law; (b) determine the mission of City government; (c) determine the resources to be allocated to accomplish the mission and goals of the Department as a unit of City government; (d) determine the methods, means, and personnel by which its operations and the operation of the Department are to be conducted; (e) act in furtherance of all other duties and responsibilities imposed upon it by the Constitution, federal and state statutes, ordinances and administrative regulations; (f) determine the location and operation of its facilities; (g) take all such actions necessary to maintain such service; and
 2. (a) direct employees, establish and enforce reasonable rules and regulations governing the conduct and safety of its employees; (b) establish schedules and take other such actions necessary to carry out the functions entrusted to, or imposed upon, it and the Department by law; (c) hire, promote, transfer, assign, and retain employees in positions; (d) suspend, demote, dismiss and otherwise discipline employees for just cause as defined by PEBA; (e) layoff or otherwise relieve employees from duty due to lack of appropriated funding; (f) determine qualifications for, select and hire supervisory personnel; (g) determine the qualifications for, select and hire new employees; (h) determine the qualifications and select employees for promotion and transfer; (i) determine the number and arrangement of work schedules, shifts and starting and stopping times thereof; (j) evaluate, test and provide for the examination of employees and applicants for employment to determine their fitness and suitability for duty and employment; and (k) determine and implement all policies, procedures and standards not otherwise restricted, limited or prohibited by the specific

provisions of this Agreement; and

3. (a) to manage and operate the service in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; and
4. It is understood and agreed that the functions of management listed herein are not all inclusive and that all such rights, powers, or authority not otherwise relinquished in this Agreement shall be retained by the City.

ARTICLE 2 MEMBERSHIP

A. Association Dues

1. The City shall, upon non-probationary MOS signed authorization, deduct membership dues levied by the Association each pay period.
2. The City shall make withdrawals of Association dues from MOS's wages without cost to the MOS or the Association. All Association dues shall be forwarded to the Association within ten days of withdrawal.
3. The City shall, upon any other non-bargaining MOS's signed authorization, deduct Association membership dues or other dues each pay period without cost to MOS or the Association.
4. If MOS is later assigned outside of the Association, MOS shall notify the City of any change in membership dues deduction.
5. The Association shall pay for the defense of and hold the City harmless on any and all issues pertaining to Association dues.

B. Fair Share

1. Upon written notification by the Association President or Vice President to Human Resources, any regular, non-probationary MOS, whose classification falls within the bargaining unit and who does not desire to pay Association dues, shall have deducted from his/her pay, by the City as a condition of employment, a fair share fee in the amount of 75% membership dues to be remitted to the Association within 30 days of becoming a member of the bargaining unit or after ending probationary status.
2. This fair share fee shall be solely to defray the Association's costs for services in negotiating and administering this contract and shall be segregated by the Association and used on a pro rata basis.
3. At the end of each Calendar year, the Association shall provide to the City, an accounting of all fair share fees collected. These fair share fees shall be compared with actual expenditures incurred in negotiating and administering the current contract.
 - a. Within 30 days of the end of the Calendar year, the Association shall provide to the City actual costs and collected fair share fees.
 - b. Following receipt of the report from B.3.a. The City shall notify the non-members of any available pro-rata refunds.
 1. The non-members shall have 15 days to contest the amount of the refunds.
 2. If no objections are received, the Association shall disburse the appropriate refunds. No distribution shall occur until any objection has been resolved.
 3. Any non-member who terminates employment prior to the end of the Calendar year forfeits any right to a refund.
4. The Association shall pay for the defense of and hold the City harmless on any and all issues pertaining to Association fair share.
5. If an MOS objects to Fair Share Membership, they shall notify The Union and City of this objection according to applicable state laws and statutes.

C. Dues Suspended or Terminated

1. Upon signed authorization, when a member in good standing with the Association is in a non-pay status or when an MOS is called to active military duty for an entire pay period, no dues deduction shall be made. In any pay period, when net wages are not sufficient to cover the full withholdings,

no deductions shall be made. In this regard all other legal and required deductions shall have priority.

2. A member may terminate Association membership, but not their fair share deduction, by notifying the Association and the City of his/her intention by means of a signed cancellation, to be submitted to Human Resources. The member must give a minimum of ten days' notice to the City of such intention.
- D. Increased Dues: In the event that the Association members vote to increase dues, the Association will notify the City in writing at least 30 days prior to the effective date for the dues increase, which will cover all Association members rather than submitting new authorizations for each member.

**ARTICLE 3
ALLOCATED MEETING TIME**

A. Association Negotiation Team

1. The Negotiations Team will be limited to five members. MOS on the team shall be compensated for attendance at scheduled negotiation meetings with the City. The Negotiations Team shall not be compensated for other negotiation time other than what is provided in this Agreement.
2. The City agrees not to transfer Negotiations Team members during the negotiation process except in cases of promotion, bid procedures, or mutual agreement.

B. Authorized Representatives Compensated Time

1. Board Members and Stewards
 - a. The City shall recognize the President, Vice President, Secretary, Treasurer, one Trustee and 6 Stewards.
 - b. Authorized representatives shall be certified in writing to the City.
 - c. It is recognized that it will be necessary for Association activities to be carried on during working hours. Stewards shall be compensated, not to exceed two hours per week per representative, for the processing of complaints and disputes. A steward shall not be allowed time off with pay to investigate his/her own grievance.
 - d. If an on duty steward is not available, or a conflict exists with an on duty steward, an off duty steward shall be compensated, not to exceed 2 hours per week, for the processing of complaints and disputes.
 - e. Exclusive of time spent in Labor Management Committee meetings, negotiations and/or collective bargaining the President shall be allowed up to twenty (20) hours per pay period to administer provisions of this Agreement. Such time shall be recorded as Administrative Leave. This time shall not accumulate on a quarterly basis.
 - f. Authorized representatives shall not be compensated for other Association business, other than what is provided in this contract, or for handling Association business, to include the processing of disputes, while off duty.
 - g. Authorized representatives shall accurately document all compensable Association time on the Department's Time Accountability Form.
 - h. Including the hours allotted above and including time spent in negotiations and or in collective bargaining for any meeting called or agreed to by City with respect to business matters in connection with the relations between City and Union at which any representative of Union is required by City to be present such Union representative shall be paid at his or her appropriate rate of pay for the period of such meeting. Such time shall be considered hours worked for purposes of calculating overtime compensation.
 - i. All hours allotted for use under this article shall only be for use within that pay period, and shall not accrue or be combined with other hours allowed during subsequent or previous pay period.
2. At the request of a recognized representative, the City will agree to release the MOS for a reasonable amount of time from the MOS's work duties for the investigation and processing of complaints and disputes, provided that such time does not appreciably interfere with the operations of the City. The City shall not unreasonably deny these requests.
3. There are Association activities such as posting notices, etc. which only require negligible periods of time. Where such activities are reasonably to be performed during working hours, they may be done without loss of pay to the recognized representative involved, providing the activities do not interfere with the operations of the City.

- C. On-duty MOS shall be permitted to attend regularly scheduled, monthly Association meetings, provided that such time does not interfere with the operations of the City. Additional time for meals may be permitted provided that no calls for service are pending.
- D. Upon at least one-month notification, the City shall allow Union designated members of the Association on special duty for the purpose of attending as official delegates, association's conventions or conferences to the extent that such special duty does not interfere with the operations of the City. However, the total time for all such leaves will not exceed one hundred ninety-two (192) hours per contract year.

ARTICLE 4
WORK SCHEDULES AND PAY PERIOD

- A. Definitions For This Article
1. FLSA – Fair Labor Standard Act
 2. Overtime – The time worked which is more than an MOS's scheduled work time.
 3. RDO – Regular Day Off
 4. Recall – When an MOS is required to work on his/her time off.
 5. Straight Time – An MOS's normal, base hourly rate.
 6. Time and One-Half – When an MOS works beyond the FLSA threshold, the MOS shall be compensated at a rate of one and one-half times their hourly rate.
 7. On Call/Stand-By Pay for FMO MOS – When an MOS is off duty but expected to be available to respond if paged out or recalled, MOS shall be compensated at 1 hour of Compensatory Time per pay period.
- B. The Department shall assess the public safety needs, based on available staffing levels, occurrence of calls for service, and MOS shall be scheduled for work consistent with that assessment and this Agreement. Work schedules include any mandatory appearance to perform essential job functions noted in the MOS' job description.
- C. Job descriptions for each authorized position will be kept on file in Human Resources. When posting lateral positions with additional or different job functions, the posting shall contain the additional or different functions. A copy of the posting will be kept on file in Human Resources.
- D. Fire Inspections/Administrative/EMS Training Division (40 hours per week)
1. Workday – MOS assigned to Fire Administration, or Fire Prevention, shall work a flexible schedule of 40 hours per work week.
 2. Workweek – A normal scheduled workweek shall consist of either four or five days and total 40 hours, however, under Section 207(k) of the Fair Labor Standards Act, the City shall not be required to pay the overtime rate of pay (time and one half) for these MOS until such MOS has worked 43 work hours. The work week will begin on a Monday at 0000 hours and end seven consecutive 24-hour periods later.
 3. Work Shifts – Under a flexible work schedule, changes to the MOS's schedule may be made with the written approval of the MOS and the supervisor.
 4. Pay Period – The pay period for a 40 hour a week MOS shall be two consecutive workweeks.
 5. PTO time scheduled, and approved, five days or more before the start of the shift (Scheduled PTO) shall count as time worked for the purposes of overtime. PTO requested less than five (5) days before the first day of the scheduled shift (unscheduled PTO) does not count as time worked for the purposes of overtime.
 6. Employees cannot be placed "On Call/ Stand-By" while on leave/ PTO.
- E. Fire/Rescue Department MOS working 48 hours on and 96 hours off schedule (48/96)
1. There will be three shifts: "A", "B", "C", which will have a similar complement of MOS assigned to each.

2. Work Period (28 days)

- a. The start time for the 48/96 hour work period will be 0700 hours and end 48 consecutive hours later.
- b. MOS assigned to the Fire/Rescue Division, other than those assigned to administrative duties as indicated above, shall work a normal schedule of 48 consecutive hours then be off for 96 consecutive hours. This cycle will then repeat itself.
- c. FLSA regulations state that the maximum work hours for straight time on a 28 day work period is 212 hours. After 212 hours, MOS shall be compensated at a rate of time and one half of their hourly rate.
- d. MOS will be paid for actual hours worked during the work period. PTO time scheduled, and approved, five days or more before the start of the shift (Scheduled PTO) shall count as time worked. PTO requested less than five (5) days before the first day of the scheduled shift (unscheduled PTO) does not count as time worked.
- e. There will be thirteen 28-day work periods per year. Each work period will consist of two pay periods, Pay Period Part 1 and Pay Period Part 2.
 1. Pay Period Part 1 will be paid as 106 hours straight time;
 2. Pay Period Part 2 will consist of the remaining FLSA hours worked. Hours worked over the FLSA threshold will be compensated at time and one half of MOS hourly rate. Any hours worked outside of the scheduled hours will be compensated as overtime at time and one half of MOS hourly rate.

3. Pay Period

- a. The pay period for 48/96 MOS will be 14 consecutive days to begin on Sunday at 0700 and end 14 days later.
 - b. Holidays will officially begin at 0700 hours and continue for the next 24 hours.
 - c. When an MOS works Chief's OT and/or holidays, compensation for these hours will be paid during the Pay Period in which it occurs.
4. Benefit Time Usage: Benefit time, such as funeral leave, military leave, etc., may only be used to bring an MOS's time up to the time that they would have been normally scheduled to work in a 28 day work period.

F. PTO When Transferring Divisions

When an MOS transfers and their schedule changes (48/96 to 40 hour week, or 40 hour to 48/96), the following formula shall be applied to their accrued PTO balance:

$$(\text{Old Hourly Rate} * \text{Old PTO Balance}) / (\text{New Hourly Rate}) = \text{New PTO Balance.}$$

If an MOS is promoted or demoted and their schedule changes (48/96 to 40 hour week, or 40 hour to 48/96) the MOS promotion/ demotion shall be reflected in the monetary value of any existing PTO balance prior to actual transfer.

When an MOS transfer discussed above involves a promotion or demotion, the Old Hourly Rate used in the formula above shall be replaced with the hourly rate in the current work schedule that would have been in effect if MOS had promoted on the same work schedule.

ARTICLE 5
REGULAR OVERTIME AND COMPENSATORY TIME

- A. Fair Labor Standards Act (FLSA) – MOS under this Agreement shall be paid time and one half or permitted to accrue compensatory time in conformance with the FLSA for overtime hours worked.
- B. Regular Overtime
 - 1. Definition – Department work that is compensable in excess of the time an MOS is normally scheduled to work in a single work period.
 - 2. The appropriate supervisor shall approve all regular overtime prior to an MOS performing the work.
 - 3. MOS in the Fire/ Rescue Department rate of pay shall be at straight time for all normally scheduled hours of work under the FLSA threshold. Any hours over the FLSA threshold will be paid at time and one half. Any hours worked outside of the normally scheduled hours will be paid as overtime at the rate of time and one half.
 - 4. Overtime shall be calculated by the workweek (40 hour a week MOS) or work period (48/96 MOS) as indicated above and Article 4. Any hours worked over the FLSA threshold will be considered overtime, except in the case of unscheduled PTO, as outlined in Article 4.
- C. Overtime and Recall for Firefighters/EMTs MOS – Procedures
 - 1. When minimum staffing is compromised and to ensure that MOS have an equal opportunity for overtime, MOS will be called to duty by the use of an overtime logbook.
 - a. MOS shall be offered overtime on a rotating basis.
 - b. The Association (Union) shall be authorized to inspect the logbook.
 - 2. Qualified non-exempt MOS will have the first opportunity to participate in overtime, unless an exempt MOS is required.
- D. Compensatory Time
 - 1. The MOS shall submit in writing their request to accumulate compensatory time in lieu of paid overtime and attach the document to their time sheet. This will remain in effect until a memorandum attached to the time sheet is submitted to the contrary.
 - 2. MOS may use their accumulated compensatory time as time off with pay when approved by their supervisor according to department rules and regulations. However, time off shall not be approved when it unduly disrupts the normal operations of the City.
 - 3. Beginning July 1, 2017 all accrued Compensatory Time will be paid out in a lump sum annually following the first pay period of the fiscal year, subject to availability of funds.
- E. Adjustments to Work Schedule – An MOS's work schedule may be adjusted to avoid accumulating more than an MOS's regularly scheduled time in a work period in the following circumstances:
 - 1. When an MOS's work schedule changes and the MOS is given a minimum of two weeks' notice;
 - 2. When an MOS and their supervisor mutually agree that the time will be adjusted, or;
 - 3. When an MOS is approved and scheduled for training and the training does not coincide with the MOS's work schedule and the MOS is given a minimum of two weeks' notice.
- F. Special Events – The City may post additional working opportunities for special events.

ARTICLE 6 TRAINING

A. In-Service Training

1. The City shall provide in-service training for MOS designed to maintain the appropriate standard of performance and to increase MOS's skills. Authorizing mandatory attendance at training courses shall be the responsibility of the Fire Chief, or his/her designee. Decisions to authorize or deny attendance at training courses shall be based on one or more of the following:
 - a. The effect the absence of the MOS will have on the Department's operations and its ability to continue to provide the services and perform the functions for which it is responsible;
 - b. The relationship of the subject of the training to the function performed by the MOS in the Department, and the MOS's professional development;
 - c. Financing the request of the MOS that is in the best interest of the Department and the City.
2. Approved training time shall be considered as time worked and be compensated **EXCEPT** when all of the following conditions are met:
 - a. Training is conducted during the MOS's off duty hours,
 - b. Training is strictly voluntary,
 - c. The MOS must not perform any other productive work during the training, and
 - d. Training is not directly related to the MOS's current job or professional development goals.

- B. The City shall provide basic, remedial and refresher training to MOS in the Department at the City's expense if it is required as a condition of employment to maintain basic certification standards and licenses. The following is a list of Department-provided training which is considered mandatory and therefore compensated or performed while on duty:

- Fire-related training (including, but not limited to: Minimum ISO requirements, facilities drills, physical fitness, pre-fire planning, area familiarization, back-to-basics, firefighter survival, SOG/Rules and Regulations review) - At least 16-hours per month, per MOS
- EMS continuing education courses - Minimum amount to allow for MOS to re-certify EMS license, including required pediatric content
- EMS refresher course, commensurate with license level - every two years
- CPR/AED for all levels of EMS provider, ACLS for paramedics - every two years
- Leadership, officer development, command and control courses, commensurate with current position
- Initial and refresher training for specialty teams (EMS Bike Team, Wildland Strike Team, Heavy Technical Rescue Team, Peer Support Team)
- Initial and refresher Operations-level training for specialty rescue (swift-water, high-angle, confined space/trench) - annually for all MOS
- Inter-departmental communications through the Fire Department Connection - 12-hours annually
- Emergency Vehicle Operator classroom and driving range - annually for all MOS
- Initial and refresher Operations-level Hazardous Materials response training - annually for all MOS
- SCBA and mask fit-test - annually for all MOS

- Physical fitness evaluation - annually for all MOS
1. MOS must present an application for training through their chain-of-command within 45 calendar days of the scheduled training dates. Approval of the training must include the following considerations:
 - a. Potential budgetary impact to Department and City;
 - b. Availability of staffing on the day/days of the training to cover MOS' duty (if applicable);
 - c. Affect that training will have on Department operations during the MOS' absence from duty;
 - d. If the training will have a direct benefit to the Department, the City, and the MOS.
 2. The Department shall respond to an MOS's request to attend training within 30 calendar days of the scheduled training dates.
 3. The Training Division shall schedule and post training activities. Training may occur in various ways:
 - a. Direct delivery in classroom, on drill field or on location;
 - b. Distance via web-based system;
 - c. Off-site.
- C. There are three ways training expenses might be paid:
1. By the City with expenditure for travel, meals, lodging, registration and other costs included annually within the City budget.
 2. By other public or private agencies. MOS may receive approval for training expenditures by grants from other governments, private organizations or professional organizations.
 3. By the individual MOS. At the discretion of the Fire Chief, an MOS may be permitted time off from work, at full salary, to attend training, when such training is in the best interest of the Department.
- D. Members shall be compensated in accordance with the City's approved per diem and mileage and use of personal vehicle policy when MOS attends Department approved training.
1. MOS attending mandatory training approved by the Fire Chief shall be compensated for normally scheduled work day not to exceed their normally scheduled work week.
 - a. When attending training on a regularly scheduled work day, and when feasible to do so, MOS shall return to work to finish their duty day.
 - b. MOS attending non-mandatory approved training may have their normal duty shift flexed to accommodate the training, attend training during their normal duty shift, or shall be compensated with commensurate compensatory time for each hour of scheduled class. Once training has been approved, the class schedule constitutes an amendment to the MOS's work schedule.
 - i. When attending training on a regularly scheduled work day, and when feasible to do so, MOS shall return to work to finish their duty day.
 - ii. When attending training that is scheduled for less than the MOS's regularly scheduled work week, the MOS will return to work to finish the work week or use PTO.

2. MOS shall not be compensated for per diem when such training has included provisions for accommodations, such as meals and lodging (For example NFA, EMI, etc).
3. MOS shall not be compensated for any type of homework, which is part of classroom studies. However, if the instructor includes in-class time for the MOS to conduct homework, that time will be compensable provided that it is not overtime, and:
 - a. The homework is conducted at the place of training, or
 - b. The homework is conducted at a Department approved facility approved by the MOS's supervisor.
- E. Upon the receipt of any advanced training certification, MOS shall forward a copy to the Training Division and to the MOS' "evaluation file" with their shift supervisor (Battalion Chief). MOS should maintain a personal training file, including licenses and certificates, for all job related training, and the MOS shall be responsible to ensure that all their licenses and certifications are current.
 1. The Department's Training Division shall track and notify, on an annual basis, those MOS whose licenses are due to expire.
- F. The Union recognizes the value of advanced training to the individual and the cost to the City. As such, the Union waives the right to intervene in private contracts between the MOS and the City, in which the City pays for Paramedic School, in exchange for commitment to service.
 1. The private contract must include the following elements:
 - a. total cost of the program;
 - b. total amount to be repaid by MOS;
 - c. duration of the contract;
 - d. the time and financial commitment to the MOS, and;
 - e. the consequences of default if the MOS fails to fulfill their obligation
 2. All pages of the contract must be completely filled out and each page either initialed or signed by the MOS
 3. The Department shall notify the Union when an MOS enters into a training contract.
 4. Training contracts may be used for non-paramedic training if the Union and City agree in writing prior to entering the private contract.

**ARTICLE 7
HOLIDAY AND PTO PAY**

A. Holiday

1. The following days shall be observed as holidays MOS generally assigned to work business hours, shall give two weeks' notice of their intent to work holidays.

New Year's Day – January 1
Martin Luther King Day – 3rd Monday in January
Memorial Day – Last Monday in May
Independence Day – July 4
Labor Day – 1st Monday in September
Columbus Day – Date recognized by City
Veterans Day – November 11
Thanksgiving Day – 4th Thursday in November
The Day after Thanksgiving
Christmas Eve – December 24
Christmas Day – December 25

2. Such other days as shall be officially designated as a special holiday for other City employees.
3. MOS who actually work a Holiday will be compensated at a rate of ½ hour per hour worked (maximum of 12 hours "Holiday Pay" per 24 hour period).
4. Time Sheet Procedures
 - a. All MOS that work on a holiday will document it on their time sheet with actual hours worked.
 - b. Fire Administration MOS may elect to work a holiday if it falls on a normal work schedule day, or they can use PTO/ Comp or flex another day for the number of hours normally scheduled. PTO/ Comp hours will count as hours worked for the purposes of FLSA.
 - c. If 2080 (40-hr MOS) are not scheduled to work a holiday; they may elect to flex their schedule to work the holiday for the number of hours that they would normally have been scheduled to work.
5. In filling routine requirements during holidays, MOS with the most classification seniority, at his/her request, may be granted the day off provided that the shift does not drop below minimum staffing levels. The department shall follow the set procedure of bidding for PTO time annually as established by the Union, as referenced in the February, 2013 revision of Rules and Regulation #47. Department Seniority will be used to determine approval if more than one person submit requests at the same time.
6. Training will not be scheduled for or conducted on holidays.

B. Paid Time-Off (PTO)

1. The cap on accrued PTO shall be 1376 hours for 40-hr administration MOS, and the cap for Fire/Rescue MOS (working the 48/96) shall be 1747. PTO shall accrue from an MOS's date of hire and be credited for each bi-weekly pay period as follows:

Fire/Rescue Personnel Working 40 hour per week Schedule

- a. Date of hire through three years – 176 hours per year
- b. Fourth through tenth years – 216 hours per year
- c. Eleventh year through fifteen years – 256 hours per year
- d. Sixteenth Year and above – 296 hours per year

Fire/Rescue Personnel Working 48/96 Schedule

- a. Date of hire through three years – 232 hours per year
 - b. Fourth through tenth years – 285 hours per year
 - c. Eleventh year through fifteen years – 338 hours per year
 - d. Sixteenth Year and above – 391 hours per year
2. Fire Rescue MOS who are reassigned, in training or are on limited duty assignment constituting a forty hour work week will have their PTO accrual adjusted to reflect the forty hour work week. The adjustment will occur the following pay period after the reassignment or limited duty assignment has encompassed an entire pay period, and will remain in effect until the completion of the reassignment, training or limited duty.
 3. All accrued but unused PTO balances earned under this policy will be paid in a lump sum at the time of termination or retirement.
 4. On-duty Suspensions
 - a. The Fire Chief may consider allowing an MOS to forfeit PTO time in lieu of being suspended from duty, at a ratio of 1 1/2 hours of PTO time to one hour of suspension time, after it has been determined that an MOS violated policy, procedure, etc., and the Fire Chief issues the reduction in PTO time as a form of discipline. On duty suspension shall not count towards the accrual of overtime.
 - b. On-duty suspension time carries the same disciplinary impact as a regular suspension and should be viewed as such in the course of progressive discipline.
 - c. The Fire Chief's denial of on duty suspension may not be grieved through the grievance and arbitration process.
 5. In no circumstance shall MOS be allowed to use more than 1376 hours of PTO time for early retirement. Fire/Rescue MOS (working the 48/96 schedule) no more than 1747 hours of PTO. An MOS approaching the limit will present a plan to get below limits and future overages, to the Chief at least three months prior to the end of the year. The Chief will make an effort to reduce the number of PTO hours carried.
 6. PTO will be scheduled or used on not less than one hour increments.
- C. Donation of PTO and Compensation Time
1. PTO and comp time may be donated to another employee on an hour for hour basis. The employee can only donate if they have more than 400 hours of PTO. The donating employee cannot drop below 240 hours of PTO as a result of the donation. Such donations can only be completed after the Fire Chief officially recognizes a legitimate need, and posts a request for donations, and the employee is scheduled to exhaust all PTO. The employee who is requesting the donation can only receive 240 hours (two paychecks). Any unused hours will be distributed out to all donating employees on a pro rata basis.

ARTICLE 8 SENIORITY

- A. The City shall establish and maintain two seniority lists, one by Department Seniority (PTO bid) and one by Promotional Seniority (shift bid).
 - 1. Both seniority lists shall be updated July 1st of each year and on that date posted in the Department.
 - 2. Copies of the two lists as posted shall concurrently be forwarded to the Association.
 - 3. Any objections to the seniority lists as posted shall be reported to the Fire Chief, or designee, within ten days of the posting. Thereafter the list shall be deemed correct and MOS shall not be permitted to question the lists as posted.
- B. Department Seniority – shall begin upon an MOS's date of hire within the Department and continue to accumulate during the length of uninterrupted service.
 - 1. Department shall follow a revolving list for filling overtime assignments, which list was originally based on Department Seniority. All new and recently promoted MOS shall be placed at the bottom of this revolving list.
 - 2. Department seniority will be used for Annual PTO bid.
- C. Promotional Seniority
 - 1. Promotional seniority for higher ranking positions will begin on the most recent date of appointment to such position. Ties in seniority will be determined by total test score, then by Department seniority.
 - 2. Promotional Seniority will be used for shift bid.
- D. Seniority – Procedures
 - 1. Downgrades in Position
 - a. When an MOS is downgraded into another job classification, the MOS's seniority will include all time in the higher job classification. Time served in a higher job classification shall be considered when calculating seniority in a lower job classification.
 - 2. Upgrades in EMS Licensure
 - a. An increase in licensure change will require an MOS to spend time at higher volume districts, based on previous year's statistics, in accordance with Fire Chief and Training Chief.
 - 1. EMT-B to AEMT will be 6 months
 - 2. Any licensure to Paramedic will be 1 year
 - b. A change in EMS licensure does not change an MOS' Classification, therefore, there will be no change in Department Seniority.
- E. Ties in Seniority
 - 1. Ties in Department Seniority shall first be broken by total length of service with the City (date of hire) then by lot.
 - 2. Ties in Classification Seniority for cadets shall first be determined by Department seniority, then by overall academy class standing.
 - 3. A draw by lot shall be conducted during the MOS new hire process.
- F. An MOS shall forfeit seniority rights only for the following reasons:
 - 1. The employee resigned.
 - 2. The employee is dismissed and is not reinstated.

3. The MOS is absent without leave for a period of five scheduled working days or more. Exceptions to this may be made by the City on the grounds of good cause for failure to report.
 4. The MOS fails to report after layoff within the requisite time set forth in the notice of recall. Exceptions to this may be made by the City on the grounds of good cause for failure to notify or report.
 5. FTO extension, new hire probation extension, or mandatory disciplinary extension shall lose their department seniority and go to the bottom of the class seniority.
- G. When an MOS is suspended and later reinstated, he/she shall not lose any seniority credit for any period of actual service. If however, he/she has been separated from service by resignation or discharge for cause and is again employed he/she shall not receive any seniority credit for service rendered prior to this separation from service unless reinstated after a grievance.

**ARTICLE 9
DISCIPLINARY AND CORRECTIVE ACTION**

A. Purpose

To promote safe, harmonious, fair, and efficient operations of Rio Rancho Fire Rescue. This applies to all RRFRR personnel. RRFRR's goal is to provide an environment that promotes employment continuity and minimizes involuntary terminations, recognizing there are times when performance and/or conduct may require some form of corrective action. Progressive actions may not be afforded to probationary personnel or in cases of severe breaches of conduct or policy. Supervisors shall consider the following factors when determining the proper course of disciplinary actions: seriousness of the offense, member's past history with the department, and past practice of Rio Rancho Fire Rescue in dealing with similar offenses

B. Contract Definitions

1. Employee Files:

- a. Employee Evaluation File: This file shall be kept in a secured manner with the shift Battalion Chief. It shall be utilized as a reference, for annual employee performance evaluations, to track and store employee commendations and letters of appreciation and for progressive discipline actions. All corrective and disciplinary actions, supervisor's initial investigations (whether determined to have merit or not), as well as commendations and letters of appreciation shall be kept in the file for a period of one year to allow supervisors to use the documents for progressive disciplinary and annual performance evaluations purposes. An MOS is entitled to access his/her own file upon request, which will be granted in a timely manner.
- b. Employee Personnel File: This file shall be kept in a secured manner in the City's Human Resources Department, according to its department rules and standards. This file shall permanently contain the employee's annual performance evaluations, records of any Administrative Sanctions taken against the employees, copies of training certifications, promotional test scores, licenses and certifications, and copies of any commendations and letters of appreciation. An MOS is entitled to access his/her own file upon request, which will be granted in a timely manner.
- c. Employee Relations File: This file shall be kept in a secured manner in the City's Human Resources Department, according to department rules and standards. All material contained shall permanently remain in the file. This file may contain documents that are required to be retained by the HR Department. Access to this file is limited to Executive-level staff at HR only. MOS may request access to contents of their file through the HR Director.

2. Corrective Action – Verbal Counseling

Corrective action shall include employee training, coaching, performance improvement plans, in the form of verbal counseling, defined as: (administered by Captain and above) Allows the supervisor to provide the employee with an understanding of the problem, seek input or response to the concerns, and determine an action plan to achieve satisfactory performance or conduct. The supervisor should keep notes of the counseling session for future reference and guidance. Notes or records should be placed in the employee's annual evaluation file for the period of one-year; however, the contents of the action will not be used in the progressive discipline process after six-(6) months of being placed in file. The purpose of corrective action is to provide the MOS an opportunity to improve his/her behavior or performance and conform to Department standards and expectations.

3. Disciplinary Action – Written Reprimand

Disciplinary action shall include written reprimand, which is defined as: (BC and above) All official written reprimands should be discussed by the supervisor and Executive Management prior to administration of the action. Documentation describes the problem, previous or related conversations or actions (if applicable), and behavior required to correct the problem; signed by the employee (to acknowledge receipt of document), supervisor, and Executive Management; sent to employee's personnel file, located in the City's Human Resources Department. The action will remain in the employee's personnel file permanently, but will only be used for progressive discipline purposes for a period of one-(1) year after placement. The employee's written response will be attached (if applicable).

4. Administrative Sanctions – Suspensions, Demotions and/or Terminations

Administrative sanctions shall include suspensions, demotions, or terminations or any actions affecting an MOS's property interest. These decisions are made at the Executive Management level only. It is understood that demotions and terminations be performed in conjunction with notification and cooperation of City Administration and Human Resources department. All records of Administrative Sanctions shall remain in the employee's personnel file permanently. In general, however, Administrative Sanctions taken against an MOS shall not be used against an MOS to reference future discipline after one-(1) year of being placed in the file, and for promotional opportunities after a period of two-(2) years. , Based on the severity of infraction, each circumstance shall be considered on a case-by-case basis, which could result in an extended period of consideration. Any extension shall be identified at the time of sanction.

- C. It is the goal of the discipline process to handle allegations at the lowest level. It is therefore the intent to have Battalion Chiefs perform an initial Supervisory Investigation to determine if the allegation and/or complaint has merit. If it is determined that merit exists, a Professional Standards Investigation shall be initiated.
- D. The Fire Chief (or designee) shall notify, in writing, the Association President of any pending Professional Standards investigation brought against an association member. Such notification shall not disclose any facts of the investigation or allegation, but merely the nature of the investigation or allegation. The notification shall also include any assigned investigative numbers and the name of the MOS under investigation. Information shall not be released when the nature of the investigation may jeopardize the investigation, for example, undercover investigations, in these cases the Association President shall merely be notified that there is an investigation and no other information shall be given.

E. Representation

- 1. MOS shall be permitted to have representation of an association member, or other individual, of their choice, appear with them at any of the following situations. It is understood that representation be consistent with this agreement and Department Procedures and the Investigation process:
 - a. A Professional Standards investigation,
 - b. Administrative sanction, disciplinary action, formal interview or interrogation concerning allegations of misconduct, or
 - c. Corrective action where a formal meeting is required; and where the purpose of the meeting is to take any action other than a verbal counseling session.
- 2. It is understood that an MOS's right to choose an association member for representation is important; however, the timeliness of beginning the interview and initial investigation process is also critical. Therefore, any MOS who is required to attend one of these meetings will be notified, in writing, 24-hours in advance of the scheduled time. This allows time to facilitate appropriate representation.

3. The association member's role shall be limited to a witness that will remain mute in the delivery of corrective and/or disciplinary actions. The association member may confer with the accused MOS at any point during the meeting.
4. Supervisors may question an MOS about conduct or performance without a Rio Rancho Firefighter's Association representative in order to:
 - a. Obtain information for an initial supervisor's review, or
 - b. Verbally counsel an MOS about the MOS's conduct or performance.
5. If an accused MOS becomes involved in a formal interview and/or interrogation, the MOS may be accompanied by a representative of his/her choice. The disputant and/or the representative shall have full rights of participation at any hearing or meeting, in accordance with Article 10.
6. No Supervisor shall be ordered to take corrective or disciplinary action against a subordinate. In the event that two supervisors disagree on the proper action, the decision to take action shall be made at the Executive Officer level.

F. Professional Standards Investigation

1. To ensure that Professional Standards investigations and supervisory reviews are conducted in a manner conducive to public confidence, good order, discipline, good management practices, and recognition of individual rights, the guidelines established by the Department's Rules and Regulations – Professional Standards Investigations and Review of Alleged MOS Misconduct, or as subsequently amended with participation by the Association, shall be followed. Guidelines for the Department will be established with participation by the Association.
2. A member who is the subject of a Professional Standards investigation shall be notified in writing of the pending investigation, the allegation(s), the complainant, and of his/her right to meet, confer, and/or acquire representation of a member of the Association for the purpose of obtaining assistance, in accordance with Article 10.
3. The employee may request a change of the assigned investigator prior to the onset of the investigation. The Fire Chief shall make the final decision of preemptive dismissal of any investigator.

ARTICLE 10
FORMAL DISPUTE RESOLUTION PROCEDURE

- A. The purpose of the dispute resolution procedure is to resolve, at the lowest possible administrative level, all disputes which may arise out of the interpretation of this contract. Except as otherwise provided in Article 11 and in "The Public Employee Bargaining Act," Section 10-7E-1 et seq, NMSA, there shall be no other grievance or appeal procedures for MOS in the bargaining unit.
- B. Definitions For This Article
1. Dispute – a formal written Grievance by a covered MOS alleging that there is a violation of this agreement (i.e.; a matter involving the enforcement, application, or interpretation of this agreement), or a disciplinary action that results in suspensions, demotions, or terminations. Disputes may be resolved at any step of the dispute resolution process, up to and including arbitration.
 2. Disputant or affected MOS – a covered MOS or group of MOS, and the Association.
 3. Business Day – a normal business day when City offices are open to the public and shall not include legal holidays or other times when the City offices are not open for public business.
 4. Time Limits – ten business days, or as otherwise mutually agreed to in writing by the City and the Association or MOS.
 5. Class I Dispute – a dispute that involves administrative sanctions against an MOS. Administrative sanctions includes suspensions, demotions, terminations or any actions affecting an MOS's property interest.
 6. Representation – any individual the MOS choses to represent them at any formal investigation, interview, or hearing.
- C. Procedural Steps in the Dispute Resolution Procedure
1. Step 1 – The affected MOS may discuss the Dispute with the supervisor who initiated the action giving rise to the Dispute. This supervisor shall not consider a Dispute unless it is submitted in writing no later than ten business days after the affected MOS knew or reasonably should have known of the action, which precipitated the Dispute. The written dispute shall include the following:
 - Department
 - Job Title
 - Disputed action or inaction
 - Redress/remedy requested
 - Name of the Representative, and
 - Article/section if the Contract alleged to have been violated.

The purpose for the MOS putting the Dispute into written form is to preserve the MOS's rights for further appeals as necessary. If at this point the parties are unable to resolve the Dispute, the Dispute shall proceed to Step 2. The decision rendered by the supervisor will be documented in writing and presented to the MOS within 10 business days. The time limits for Step 2 will begin on the day following receipt of the supervisor's decision.

2. Step 2 – The affected MOS shall discuss the Dispute with the Fire Chief or Designee. Written documentation of the content of the Dispute meeting is required. The date and time of the meeting shall be documented. The decision rendered by the Fire Chief or Designee will be documented in writing and presented to the MOS within 10 business days. The time limits for Step 3 will begin on the day following receipt of the Fire Chief or Designee decision.
3. Step 3 – If the Dispute is not resolved at the Step 2 level, the MOS/Former MOS may file a written

appeal to the City Manager within the time limits requesting a dispute resolution hearing. The time limits for Step 3 will begin on the day following the meeting with the Fire Chief or his Designee. The City Manager shall meet with the MOS/Former MOS and other personnel appropriate to resolve the dispute. The City Manager shall have ten business days starting the day following the meeting to respond to the Dispute.

4. Step 4 – Formal Dispute Resolution Procedure: All Class 1 disputes, as defined above, that have not been settled at Step 2 (or Step 3 if chosen by disputant) shall, upon written appeal by the Disputant, be submitted through the arbitration procedure set forth in this Article. For the Class I Dispute, the time limits for requesting arbitration will begin upon receipt, by the Disputant, of the Fire Chief's, Designee's, or City Manager's decision. All requests for arbitration shall be delivered to Human Resources. Once appealed, the Dispute must proceed as specified in the procedural steps listed below (Sections C.1-3 and D.1-11 below) until a final disposition is reached. All dispute resolution filings shall include the information listed below:
 - Name of the Affected MOS;
 - Department;
 - Job Title;
 - Disputed Action or Inaction;
 - Redress/Remedy Requested;
 - Name of the Representative; and
 - Article and Section of the Contract Violated.
5. The arbitration proceedings shall be conducted by an experienced labor relations arbitrator selected from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of a request for a formal dispute resolution hearing, the City and Association, jointly, shall contact the FMCS and request a panel of seven (7) arbitrators. An arbitrator shall be selected through the process of alternately striking the names of arbitrators on the panel until only one remains. The remaining name shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name.
6. The arbitrator shall render his/her decision including a statement of the rationale supporting the decision and may make such administrative remedies as are necessary. However, the arbitrator shall not have the power to alter, amend, add to, or subtract from the terms of this agreement. The arbitrator shall not have the authority to make an award, which includes a fine or other punitive damages or award of attorney's fees or order the Governing Body to make an appropriation. The arbitrator's decision shall be final and binding on the parties. The parties shall share the arbitrator's fees and costs equally.
7. In the event that a party raises the issue of arbitrability, this issue shall be submitted to the arbitrator selected by the parties for resolution. In a final written decision, the arbitrator shall first address the issue of arbitrability; if there is a finding that the dispute is arbitral, then the arbitrator shall rule on the merits of the case.
8. The hearing shall be held within thirty days of assignment of an arbitrator to the case and a decision shall be rendered within thirty days of the hearing. This time limit may be extended by order of the arbitrator or by agreement of both parties.

D. Rules of Procedure

1. If the City fails to comply with the time limits, the Dispute shall be considered automatically appealed to the next level.
2. If the Disputant fails to comply with the time limits as set forth at any level, the dispute shall be considered resolved and not subject to further review.

3. With the mutual written consent of the parties, the time limits for a review of a dispute at any level may be extended for a reasonable time to allow for a fair review.
4. A Disputant may be accompanied, represented by a representative of his/her choice and have full rights of participation at any hearing or meeting conducted under the dispute resolution procedure.
5. No reprisal or retaliation by any party to the Dispute shall be taken against a Disputant or participant as a result of participation in the processing of a Dispute.
6. The steps laid out in this Article represent the complete dispute resolution procedure available to a covered MOS. A covered MOS, acting individually, may present a Dispute without the intervention of the Rio Rancho Firefighter's Association provided the Dispute has been processed in accordance with this Article. A covered MOS may not present a Dispute individually and then present the Dispute again with the intervention of the Rio Rancho Firefighter's Association. The Rio Rancho Firefighter's Association will not be responsible or assume any liability for any individual who may present a Dispute without the intervention of the Rio Rancho Firefighter's Association. The Rio Rancho Firefighter's Association may be asked to attend and participate in any Dispute meeting where an MOS presents a Dispute without the intervention of the Rio Rancho Firefighter's Association. The Disputants may not reach a settlement that contravenes this agreement.
7. If a Dispute affects a group of two (2) or more covered MOS or involves an action or decision by the City that has a system wide impact, the Rio Rancho Firefighter's Association may submit the Dispute on behalf of the affected MOS. If the Rio Rancho Firefighter's Association does submit such a Dispute it shall do so at Step 2 of the procedural steps of the Dispute Resolution Procedure, within the time limits as described in Step 1.
8. The City will furnish the Rio Rancho Firefighter's Association, upon written request, specific information that is not privileged and that is relevant to the dispute, such as time sheets, disciplinary documents, performance evaluations, etc. The arbitrator shall decide any issue of privilege or relevance. All documents related to a dispute shall be maintained as a permanent file, unless the Disputants agree to purge the record as resolution to a dispute.
9. Any meeting of the Dispute Resolution Procedure shall be held during normal business hours or at a time that is mutually agreed upon by the parties. Time in attendance at said meeting will be considered as time worked, except that a Disputant's time may be flexed to avoid the payment of overtime. This exception shall not apply to an authorized Association representative as set forth in Article 3. The current practice that treats time spent by MOS in internal investigation interviews and interrogations as time worked for the purpose of overtime computation shall be maintained.
10. As a condition of employment, MOS who can offer relevant testimony will be required to appear as witnesses in dispute resolution procedures when requested by any of the Disputants and time in attendance will be considered as time worked.
11. The Public Employee Bargaining Act (PEBA) requires the parties to negotiate a grievance procedure culminating in final arbitration for all issues arising under this contract or any other terms and conditions of employment. The parties recognize this dispute resolution procedure is the only procedure available to employees covered by this agreement and is the exclusive remedy for the settlement of disputes pertaining to employment terms and conditions and related personnel matters pursuant to PEBA, §10-7E-17F NMSA. Nothing in this section shall preclude the City or the Association from filing a prohibited practice with the Public Employee Relations Board pursuant to §10-7E-19 NMSA.

ARTICLE 11
NON-ARBITRABLE COMPLAINTS

A. Definitions For This Article

1. Complaint – an appeal by a MOS of a verbal counseling, written reprimand, or performance evaluation. Said complaint shall not be subject to arbitration as set forth in Article 10; and shall be submitted and resolved according to the complaint procedure set forth below.
2. Complainant or affected MOS – a covered MOS, a group of covered MOS, or the Association.
3. Business Day – a normal business day when City offices are open to the public and shall not include legal holidays or other times when the City offices are not open for public business.
4. Time Limits – ten business days, or as otherwise mutually agreed to in writing by the City and the Rio Rancho Firefighter's Association or MOS.

B. Any written complaint shall include the following:

- 1) Department
- 2) Job Title
- 3) Disputed action or inaction
- 4) Redress/remedy requested
- 5) Name of the Representative

C. Step 1 – The affected MOS shall discuss the complaint with the supervisor who initiated the complaint. This supervisor shall not consider a complaint unless it is submitted in writing no later than ten business days after the affected MOS knew or reasonably should have known of the action that precipitated the complaint. The purpose for the MOS putting the complaint into written form is to preserve the MOS's rights for further appeals as necessary. If at this point the Complainant is unable to resolve the complaint, said complaint shall proceed to Step 2. The time limits for Step 2 will begin the day following the meeting with the supervisor. The decision by the supervisor shall be provided in written form to the MOS.

D. Step 2 – The affected MOS shall discuss the complaint with the Fire Chief or Designee. The content of the meeting including the decision shall be provided in writing to the Complainant within the established time limits. A non-arbitral complaint shall be deemed resolved upon the decision of the Fire Chief.

E. Step 3 – If there is a perceived abuse of authority and/or upon extraordinary circumstances, the City Manager may review the dispute after the Fire Chief or Designee renders a decision.

ARTICLE 12
LEGAL PROTECTION

- A. Should an MOS be sued in a civil action for any allegation arising from the course and scope of his/her employment, the City shall defend and indemnify that MOS pursuant to the requirements of the New Mexico Tort Claims Act (§41-4-1, et. seq., NMSA 1978).
- B. The City shall not defend an employee in a criminal suit.
- C. In the event an MOS is sued in a civil action in which punitive damages are alleged, and the MOS was not personally served with the summons and complaint, it shall be the duty of the City to notify the MOS, in writing (either personally or through the Association representative), within five days of the receipt of the suit by the City Attorney's Office of the potential personal exposure of the MOS for punitive damages.
- D. Should an MOS have punitive damages awarded against them by a judge or jury, the City agrees to appeal that judgment, only when such judgment specifically names the City as a Respondent.
- E. For the purpose of this section and agreement, the phrase "course and scope of employment" means the lawful acts in which an MOS is requested, required, or authorized to perform by the City.
- F. Nothing herein shall bar the use in court of case law and common law in the resolution of any dispute arising out of an interpretation of the New Mexico Tort Claims Act (§41-4-1, et. seq., NMSA 1978).

ARTICLE 13
PROMOTIONS AND TRANSFERS

- A. The Department shall follow Rules and Regulations 10 for Promotions and Transfer.
- B. The parties agree that the City Work Rules and the Department Rules and Regulations 10 specifically related to promotions and transfers are conditions of employment. The Fire Chief will notify the Association President of any changes to the Rules and Regulations related to transfers and promotions prior to implementing the changes. If the Association has an issue(s) with the changes in the Rules and Regulations specifically related to promotions and transfers, the President will respond within seven (7) business days. The Fire Chief and the Association President will come to an agreement over the proposed changes.
- C. No Rules and Regulations changes for promotions will take place less than 2 weeks prior to testing.

**ARTICLE 14
REHIRE PROCESS**

- A. A member in good standing who has separated from the Fire Rescue Department may be eligible to return, without undergoing the Department's selection process, only when the MOS has requested consideration and is re-employed within one year of the date of separation, or as otherwise stated in this article. Upon return of MOS within one year, MOS may be eligible for promotional process after successful completion of probationary year.
- B. Any member who separates from the Fire Rescue Department shall lose all seniority gained prior to their separation in the event the MOS is re-hired. Pay will be based on current Pay scale per Article 31.
- C. PERA retirees from other agencies may be hired at a rate of up to, or equal to, that of a current MOS in the same position with five years of service. The rate of pay will be determined by the pay scale in effect at the time of the hiring, or the average rate of current MOS with five years of service in the same position.
- D. PERA retirees from the Fire Rescue Department may be hired back at a rate of up to, and equal to, that of a current MOS in the same position with eight years of service. The rate of pay will be determined by the pay scale in effect at the time of the hiring, or the average rate of current MOS with eight years of service in the same position.
- E. PERA retirees from the Fire Rescue Department who are re-hired within 120 days from their date of separation will return without a probationary period and shall adhere to the following condition:
- F. PERA retirees are excluded from the promotional process.
- G. PERA retirees from the Fire Rescue Department who do not desire to re-hire with the aforementioned restrictions will have to adhere to the current Department hiring process.

ARTICLE 15
FIT FOR DUTY ASSESSEMENT PROGRAM

- A. It is mutually agreed that the Department Rules and Regulations #35 Fit for Duty Assessment is a condition of continued employment. The Fit for Duty Assessment Program shall consist of three parts:
1. Physical fitness and agility,
 2. Mental health
 3. Overall medical status to include a medical evaluation, laboratory screening, and review of medical records by certified/licensed physician.
- B. MOS shall be required to have an annual medical evaluation based on NFPA and OSHA firefighter standards, as well as participate in a physical agility test once per year as a condition of continued employment, upon mutual agreement as stated below. Physical agility tests shall be based on the Cooper's Institute Standard. Upon mutual agreement, Association representatives and the City shall promulgate a physical agility test for all MOS.
- C. The goal of the fit-for-duty standard is to encourage and protect the health and wellness of all MOS throughout their career. A combination of a fitness test and a medical screening shall be used to determine the overall health of an MOS. Utilizing the score of the Cooper's Institute testing and a review of the medical records by the Department Physician, the MOS shall be given a Tier Assignment (as defined in Rules and Regulations #35). In order provide for the objective assignment of Fit-for-Duty Status/Tier assignment by the Fire Department Physician, the following criteria will be utilized: Medical Evaluation, medical laboratory results, family medical history, obesity class rating, and the MOS' performance on the Cooper's Institute Fitness Standard evaluation.

The assignments shall be as following and carry these parameters:

1. Tier I – No action
2. Tier II – Recommendations by either the physician or a trainer on lifestyle changes, diet & exercise recommendations, or primary care or specialty physician follow up.
3. Tier III – Same as Tier II, plus mandatory Physical Fitness Improvement Plan (as stated in Rules and Regulations #35). This will include mandatory/scheduled exercise time with a peer fitness trainer, and/or arranging for nutrition advice and/or counseling).
4. Tier IV – Same as Tier III, plus Administrative removal from active duty and placed on light duty (after full implementation on 01/01/17). Any MOS put in a Tier III or IV beginning July 2015 will require an assignment to a performance improvement program (PIP).
5. During the PIP, the MOS will choose one of the department's Certified Fitness Trainers (CFT) to work with them. If issues occur (personal conflicts, communication difficulties, etc.) then a CFT may be assigned by the Fitness Program Coordinator. The goal is to not incur overtime for the MOS by having them perform mandatory fitness workouts during their normal shift hours; however, the CFT may submit an alternative plan to the Fire Chief for consideration on a case-by-case basis for approval of compensated mandatory fitness workout time.
6. The CFT will develop a program that the MOS will be required to adhere to and give an earnest effort.
7. If the CFT determines that the MOS is not putting forth an effort, or the MOS either refuses to participate, or the MOS fails to show for three (3) scheduled sessions, and does not reschedule prior to the original set time, the CFT will meet and discuss the MOS's performance with the Program Director, and report through the chain-of-command.
8. The CFT will consider the lack of participation or effort as a failure to comply with department policies and Rules and Regulations, and be subject to possible corrective action and/or progressive discipline.

9. If the MOS is not showing improvement, but is putting forth an earnest effort, the CFT and the Program Director will meet with the MOS and develop a new fitness strategy to achieve the fitness goals with no discipline issued.
- D. MOS who remain a Tier IV due to a permanent disability that does not allow the MOS to return to full-duty, or shows no improvement in their health, fitness, or wellness after a period of nine months may be permanently reassigned to another job classification, with the loss of hourly wages and/or other benefits, commensurate with that jobs assignment.
1. Exceptions to this will be disability due to on-the-job injuries or illnesses that may be linked to exposures while on-duty
 2. Any job-related illness or injury may result in the MOS being permanently reassigned to another job classification, but they will not suffer the loss of any hourly wages and/or benefits as a result of the new classification. If an on-the-job illness or injury is too severe for the MOS to continue to remain employed, Medical Retirement should be considered; the MOS will continue to receive full wages and/or other benefits, (to include appropriate contributions to PERA) until this determination is made.
- E. The City recognizes that from time to time MOS experience personal problems that can affect their job performance.
1. The City shall maintain the Employee Assistance Program, in-house occupational medical program, and behavioral health support program. These Programs are designed to assist MOS with personal issues in a confidential nature. At the discretion of the MOS, he/she may voluntarily submit to counseling and remain anonymous.
 2. The City observes a decline in an MOS's job performance and has a reasonable suspicion that it is due to emotional or physical problems, the City may order a Fit for Duty Evaluation.
- F. The Department will allow Department appointed CFTs a collective 12 hours a month to aid MOS with workout programs and diet consultation.
1. All MOS will be allowed 1.5 hours of physical fitness training per 48 hour shift (administrative personnel will be allowed 45-minutes per duty day). Workout times will be scheduled by the MOS' immediate supervisor and be dependent on and consideration of calls for service and other job-related commitments and appointments.
- G. MOS shall participate in a fitness test annually, based on the Cooper's Institute standards. MOS shall be tested on all maximal tests for:
- 1-repetition bench press;
 - 1-min sit-ups;
 - 1-min standard push-ups;
 - sit-and-reach;
 - 1.5 mile run (the 1-mile walk may be substituted for the 1 ½ mile run at MOS discretion).
1. MOS shall only be tested once in a twelve-month period. The testing process will begin each July and continue throughout the year, according to the MOS's scheduled medical evaluation
 - a. It is agreed upon that physical fitness and leading a healthy lifestyle are important components to a long, successful and healthy career and retirement. It is therefore suggested that all MOS consider working with Department CFTs to determine their fitness status throughout the year, not just during their annual evaluation.
 2. MOS who cannot test due to a temporary assignment, illness, injury, medical condition, or Military activation will test at a later date. The MOS shall provide documentation from a physician, or Military Orders (According to section 4311(a) of USERRA). The date of the test shall be no more than 90-days after release to full duty to allow MOS ample time to prepare for the testing.
 3. As an incentive to maintain high standards of fitness and wellness, MOS shall receive physical fitness incentive pay as a once annual bonus pay-out at their current rate of pay or the MOS may

elect to receive the hours as compensatory time. These hours do not count towards overtime or PERA.

- a. Those who attain an average score of 90% or better on the annual Cooper's Test shall receive a maximum of 100 hours of compensatory time, or a once annual bonus pay-out not to exceed \$2,750.00;
- b. Those who attain an average score of 87% but lower than 90% on the annual Cooper's Test shall receive a maximum of 20 hours of compensatory time, or a once annual bonus pay-out not to exceed \$550.00;
- c. Those who attain an average score of 80%, but lower than 87% on the annual Cooper's Test shall receive a maximum of 10 hours of compensatory time, or a once annual bonus pay-out not to exceed \$275.00.
- d. Provided the MOS performs at the above mentioned fitness levels during their annual evaluation, the 100/20/10 hours of compensation shall be given in one lump sum on the next available pay period. If the MOS tests at a later date, due to a temporary assignment, illness, injury, medical condition, or Military activation, then the incentive pay-out will be given on the next available pay period following completion of the test.

ARTICLE 16
INJURIES

- A. The City shall provide workers' compensation benefits to members of the Department as currently provided.
- B. The Department may afford selected MOS with limited work duties for special assignments, pursuant to the Departments Rules and Regulations Number 17 - Limited Work Duties for Special Assignments.
- C. The City shall provide full regular pay to MOS injured on the job for the entire seven day waiting period, as described under the New Mexico Workers' Compensation Act, until the commencement of temporary, total, partial, disability or the MOS's return to work, whichever is earlier. This pay will be provided without deductions from the MOS's accrued leave. If the MOS is disabled for more than thirty days and payment for the waiting period is made by the City's workers' compensation insurer, then the MOS will surrender that check to the City as reimbursement for the previous payment.

**ARTICLE 17
INOCULATION AND IMMUNIZATION**

- A. The Fire Dept. Physician requires that all MOS obtain titers*/immunizations for the infectious diseases listed below as part of their Occupational Medicine/ Fit for Duty screening. All required titers*/immunizations will be provided by the Department:

<u>Disease</u>	<u>Titer* Frequency</u>	<u>Notes</u>
Hepatitis A (HTR Team members only)	Once	May substitute documentation of completed 2-shot vaccination series
Hepatitis B	Once	May substitute documentation of completed 3-shot vaccination series
Hepatitis C	5 Years	No immunization available
Human Immunodeficiency Virus (HIV)	5 Years	No immunization available
Measles (Rubeola)	Once	May substitute documentation of MMR vaccination
Varicella (Chicken Pox / Shingles)	Once	May substitute documentation of Varicella vaccination
TDaP (Tetanus / Diphtheria / Pertussis)	None	May substitute documentation of TDaP vaccination in past 10 years
Influenza	None	Annual vaccination required
Tuberculosis	Bi-annual skin test required	MOS who decline testing or have a previous positive test must obtain a chest X-ray

* A titer is a laboratory test of blood or serum which establishes your body's immunity to a specific disease

Please note that the above tests may not substitute for testing following an exposure incident.

An MOS may elect to sign a declination statement in place of receiving any vaccination and/or TB skin test, but they must understand that this may result in the Workman's Comp Admin / City / Department refusing to provide treatment or disability compensation if they are infected on the job.

- B. If an MOS is exposed to a contagious disease or hazardous material while performing his/her duty, such exposure must be documented by the MOS and the first line supervisor. In such events, the City agrees to pay the expense for inoculation, immunization and health care incurred to the MOS's family.

ARTICLE 18
ANALYSIS FOR ALCOHOL AND ILLEGAL DRUG USE

- A. The Department Rules and Regulations and City Work Rules – Drug Testing Program, shall be adopted and followed.
- B. Statement of Principle – The City and the Association jointly recognize that the use of drugs and alcohol, whether on or off the job or for so-called “recreational” purposes or otherwise, which adversely affects job performance, constitutes a serious threat to the health and safety of the public, to the safety of covered MOS, and to the efficient operation of the Department.
- C. The City shall bear the cost of all drug and alcohol tests, including a retest, should the concerned member contest the results of the initial analysis, except for testing as a result of a referral to treatment outlined by a substance abuse professional. If a follow up test is requested by a substance abuse professional the MOS shall bear the cost for the follow up.
- D. The Department may also provide random testing of MOS on a Department-wide random basis for the purpose of detecting the possible use of illegal drugs. Members who refuse such analysis shall be immediately terminated.
- E. The City shall also provide testing of MOS that are involved in an on-duty vehicle crash consistent with City policy or at the request of the MOS.
- F. All above tests will follow Department of Transportation (DOT) regulations, which currently require testing for the following five drug classes: Marijuana, Cocaine, Opiates (Opium and Codeine derivatives), Amphetamines and Methamphetamines, Phencyclidine (PCP).

ARTICLE 19
UNIFORMS

A. Uniform and Equipment Standards

1. Eligible MOS shall be responsible to maintain minimum uniform and equipment standards, to include quantity and appearance, as established in writing by the Fire Chief.
 - a. Standards shall include that MOS maintain their uniform appearance to Department specifications to include proper fit, wear and tear, cleanliness and style. Administrative corrective action may be initiated for lack of compliance.
 - b. MOS shall maintain a complete set of related minor equipment for their specific assignment.
2. MOS are responsible for the replacement of lost minor equipment and uniform items.
3. If the Department establishes standards as to make, model, material, etc. of uniforms, a copy of such standards shall be supplied to the Association.

B. Boot Allowance

The City will provide several styles of boots for firefighters from a list provided by a vendor. The City will purchase one pair of boots for MOS from this list. If the boots become unusable or unsafe due to disrepair, the City will replace the boots. If the boots that are made available are not acceptable for an MOS, they may opt to purchase boots meeting the safety criteria established. Once each fiscal year, the City will reimburse MOS up to \$150 when presented with a receipt for boots purchased. If purchased boots become unusable or unsafe, it shall be the responsibility of the MOS to immediately purchase a new pair of boots meeting the safety criteria established. If the MOS is unable to replace the boots immediately, the City shall provide a pair from the vendor list. This will forfeit the option for future boot reimbursements to MOS for the remainder of the Fiscal Year.

C. Uniform Ownership

Any uniforms or equipment items purchased by an MOS shall remain the property of the MOS upon separation from employment or as indicated by a specific uniform and equipment contract.

D. If the Department changes any patch design or badge, the Department shall pay for the cost of affected uniform changes.

E. Any items not specifically listed as provided by the Department, shall be considered to be the responsibility of the MOS to provide.

F. Uniform and Equipment to be provided by the Department:

1. Radios – mobile and portable
2. Firefighting Personal Protective Equipment (PPE) and uniforms, (bunker gear to include leather bunker boots)
3. Uniform brass items (collar insignia, badges)
4. Fire/Rescue shoulder patch, breast badge, and supervisory insignias
5. Specialty award pins
6. Protective eyewear
7. HazMat protective suit and related items
8. Medical gloves, spit shields and sharps containers
9. Reflective safety vest
10. Initial hemming of pants when issued
11. Carry-all for structural Personal Protective Equipment (PPE)

G. Upon retirement, MOS will receive their badge, helmet and brass earned.

H. All uniform items that are damaged or destroyed on duty will be replaced by the City.

ARTICLE 20
DAMAGED, LOST OR STOLEN PROPERTY

A. Uniforms and Equipment

1. Uniforms and equipment provided by the Department that are required and essential to the successful performance of an MOS's job function shall be replaced, at the Department's expense, when such items are damaged or stolen.
2. Personally Owned Items
 - a. Personally owned items that are required and essential to the successful performance of an MOS's job function shall be replaced, at the Department's expense, when such items were clearly damaged while MOS was engaged in the performance of duty and there was no negligence on the part of the MOS or, if the MOS was negligent, the contributory negligence was less than other contributing factors.
 - b. Personally owned items that may be reimbursed for damage are: prescription eyeglasses, fire/extrication gloves, flashlights, multi-tools, knives, athletic shoes, or other items that are mutually agreed upon by the City and the Association as determined on a case-by-case basis not to exceed \$250 per item.
3. This section is not intended to be used to replace old, worn out items.

B. Procedures

1. The Department may replace such items at the lesser of the item's fair market value or the purchase price of the item that would be paid by a reasonable and prudent MOS buyer.
2. When the member requests reimbursement of damaged equipment, the member must deliver the damaged item to the Logistics Division for inspection with a report outlining the circumstances relating to the damaged item(s). The report shall also include documentation on the value of the damaged item(s), such as receipts or catalog information.

**ARTICLE 21
ACCIDENTS**

- A. The Department shall follow the Standard Operating Guidelines and Rules and Regulations for the Accident review process.

- B. The parties agree that the City Work Rules and the Department Rules and Regulations 14 specifically related to accidents are conditions of employment. The Fire Chief will notify the Association President of any changes to the Rules and Regulations related to accident prior to implementing the changes. If the Association has an issue(s) with the changes to the Rules and Regulations specifically related to accidents, the President will respond within seven (7) business days. The Fire Chief and the Association President will come to an agreement over the proposed changes.

ARTICLE 22
FUNERAL AND BURIAL EXPENSES

- A. The City agrees to pay a one-time payment of fifteen thousand dollars (\$15,000.00) to the surviving family of any employee killed in the line of duty, to defray the cost of funeral/burial expenses and counseling.
- B. The arrangements and burial shall be of the deceased employee's family choosing.

ARTICLE 23
HEALTH, LIFE AND DENTAL INSURANCE, AND RETIREMENT

- A. Health, Life and Dental – The City shall agree to maintain the City's contribution to the cost of both MOS and family health, life and dental insurance at current levels during the life of this contract. The City shall not make any changes in the current coverage or carrier without meeting and conferring with the Association.
- B. PERA
Fire Fighter/EMS – PERA Municipal Firefighter's Plan 5 with the 75% City contribution shall be retained.

**ARTICLE 24
COURT TIME**

- A. MOS shall be required to appear in judicial and administrative courts of law for adjudication of offenders or as otherwise requested. In such cases, the court shall deliver notice to an MOS by subpoena, court docket, witness list, in person or by telephone.
- B. When an MOS is required to appear on his/her regularly scheduled time off, he/she shall be paid at the appropriate overtime rate.
 - 1. MOS shall be guaranteed a minimum of two hours at the appropriate overtime rate per day for appearing at a trial(s), judicial conferences or hearing(s).
 - 2. The time shall begin when the MOS notifies the Supervisor or Deputy Chief that he/she is en route to said trial/hearing and the MOS is within the City Limits. The time will end at the conclusion of the trial/hearing plus travel time for the MOS to return home or leave the City limits.
- C. MOS shall not receive additional compensation for court time when the appearance has occurred during the regularly scheduled hours of the MOS. MOS shall not receive the two hours of overtime pay for time the MOS is held over in court concurrent with a regularly scheduled shift.

ARTICLE 25
SPECIAL COMMITTEES

- A. The Department shall maintain special committees for the purpose of input and advice. Issues can include but are not limited to equipment, uniforms, radio and communications, Fire/EMS, etc.
- B. When the need arises, the Fire Chief shall appoint a special committee. The Fire Chief shall first appoint a chairperson who shall be responsible for the orderly operation and supervision of the committee. The Fire Chief shall also notify the Rio Rancho Firefighters Association President of the formation of the committee.
 - 1. The chairperson and/or the Fire Chief shall then select member(s) for the committee. The selection shall be based on education, training, skill, etc.
 - 2. The Rio Rancho Firefighter's Association President shall select one member for the committee. The selection shall be based on education, training, skill, etc.
 - 3. Rio Rancho Firefighter's Association participation on special committees shall not be considered a substitute for bargaining on those issues of mandatory bargaining.
- C. After researching, analyzing, and/or developing ideas, the special committee shall document its findings and submit a final recommendation to the Fire Chief. The final recommendation(s) must be agreed upon and signed by all members of the committee prior to submission to the Fire Chief.

ARTICLE 26
EXTRA DUTY AND CHIEF'S OVERTIME

- A. When available for public safety duties, the City shall offer extra duty work opportunities, only to Fire and Rescue MOS. The Department shall post a list of date(s) and time(s) soliciting qualified MOS.
- B. Offers of extra duty, or chief's overtime, shall be made to qualified MOS by rotating seniority.
 - 1. MOS shall not work too many hours of Chief's Overtime when it compromises their regular scheduled work performance.
- C. Generally, when scheduling extra duty or chief's overtime, MOS are given advance notice, via voice mail or text message, and asked to participate in the specific event. However, at times entities require immediate or specific MOS. In this case, the Department may schedule MOS without adhering to these procedures.
- D. Unless Public Safety (Law Enforcement, Fire, or EMS) rates for the City change, the rate of pay to an MOS for a Chief's Overtime assignment shall be:
 - 1. \$28.50 for CERT program instruction. Addressed during compensation re-opener in March each year to discuss any financial change based on Grant availability.
 - 2. \$33.50 for Chief's Overtime at Santa Ana Star Center.
 - 3. \$33.50 for Chief's Overtime at other facilities, or events that are contracted with City for EMS/Fire coverage.
 - 4. Time spent preparing equipment for Chief's Overtime shall be compensated at regular overtime rates, if applicable.

ARTICLE 27
ASSOCIATION AND CITY COMMUNICATIONS

- A. Access by Non-Employee Association Representatives – Upon authorization by the Fire Chief, non-employee Association representatives will be given access to work locations during work hours to investigate and process disputes or post bulletins on the bulletin board(s) without unreasonable interference with MOS work. The Association shall give the Fire Chief a written list of such authorized Association representatives. Only those people whose names appear on the current list shall be granted access under this provision. The Department may conduct a background investigation, and as a result, may deny the Association's request. Authorization by the Fire Chief shall not be unreasonably withheld.
- B. Access to Recruits – The City shall give each recruit information on Association benefits and/or have Association representative meet with recruit during their orientation with the City.
- C. Access to City Information – The City shall make available to the Association upon its reasonable request any non-privileged information, statistics and records in the City's possession, which are relevant to negotiations or necessary for proper enforcement of the terms of this Agreement.
 - 1. When requesting information, the Association shall complete the necessary documentation and forward its request to the City Clerk's Office.
 - 2. The Association agrees to pay the cost incurred in the compilation of information they request, if applicable.
 - 3. The City agrees to furnish the Association one copy of all future amendments and revisions to SOP and City Policy.
- D. Access to City Communication System – The City's interdepartmental messenger service, to include City e-mail and pagers, may be used for individual business-oriented communication between MOS who are represented by the Association and between the paid staff of the Association and such MOS, provided that paid staff of the Association shall pick-up and deliver all written communications outside the City's normal distribution route. The Association understands the continuance or discontinuance of the interdepartmental messenger service is a matter within sole discretion of the City, and the Association agrees to abide by the rules and regulations of the City system.
- E. Access to Mailboxes – The City agrees to provide a mailbox for each MOS of the bargaining unit without an office.
- F. Bulletin Board – The Department shall provide spaces at each of the Department stations for the Association to post notices. Barring emergency circumstances, these notice spaces shall be clearly visible and accessible to all MOS.
 - 1. Should the Association decide to utilize any of these spaces, the Association shall provide a bulletin board, including any and all parts thereof, to extend no larger than the space provided. City personnel shall handle installation of the board(s).
 - 2. The Department shall provide the Association with one (3'x4') wall space at each Department substation.
 - 3. The bulletin board may be used for the posting of recreation and social affairs of the Association, Association meetings, Association elections, reports of Association committees, Association newsletters, reports of Association meetings, rulings or policies of the state or national associations, legislative enactments and judicial decisions affecting public employee labor relations.
 - 4. The bulletin board may not be used by the Association for the posting of political statements; campaign material; material that can adversely affect City employees or material that is derogatory or inflammatory regarding City employees, elected officials or appointed officials. In the event that there is a dispute as to posted material, the material shall be immediately removed from the bulletin board. The dispute shall be resolved through the Dispute Resolution Procedure

- G. Special Conferences – The Department and Association may confer upon matters of mutual concern. These conferences may be requested by either the Association President or Fire Chief and shall be governed by the following:
1. The conference should take place within five business days after requested, unless otherwise agreed.
 2. The Fire Chief shall establish the conference place, time and day.

ARTICLE 28
CITY POLICY AND DEPARTMENT RULES AND REGULATIONS

- A. The parties acknowledge the necessity to modify Department Rules and Regulations, from time to time as needs dictate. Nothing in this agreement shall be construed to prevent the Department from making such changes, consistent with this agreement. The Association shall appoint a representative to represent the members' interests on a policy review committee prior to the enactment of such changes. The City agrees to provide, upon request, the Association's representative with resource materials, studies or data relating to the merits of the proposed change prior to any meeting with the City.
- B. All conditions or provisions of City Policy or Rules and Regulations beneficial to employees, or which affect wages, hours or working conditions, now in effect which are not specifically provided for in this agreement or which have not been replaced by sections of this agreement shall remain in effect for the duration of this agreement, unless mutually agreed otherwise between the City and the Association.
- C. The City agrees to furnish the Association with notice of the City's intention to make changes in City or department policies and procedures that would affect the working conditions of employees. If the Association does not respond within seven (7) business days of the receipt of such notice, the City may assume that the Association does not wish to meet and confer over such changes.
- D. This section does not limit the Fire Chief from publishing Rules and Regulations interpretive memorandum.

**ARTICLE 29
SHIFT BID**

- A. The Fire/EMS Divisions, other than 40 hour a week MOS assigned to Fire Prevention, shall bid every two years. Bid date and time will be announced at least two (2) weeks in advance. Generally bidding will occur the first week of December. The bid effective date shall take effect the first Sunday of the first full pay period in January of each odd numbered year.
1. The bidding shall be based first on the Promotional seniority date then by Department seniority if there is no Promotional date or if Promotional date is the same.
 2. The bidding shall be specific to shift and station.
 3. The bidding order shall be as follows – (1) Captain, (2) Engineer, (3) Firefighter/EMT. All MOS Bidding will be available in person, by phone, or by proxy (in writing). If MOS elects to bid by proxy they must provide at minimum three (3) alternate choices. Once contacted MOS will have no more than ten (10) minutes to place bid. If no response in allotted ten minutes, MOS will be moved to the bottom of Bid list, and placed in an appropriate open position. Exceptions to this are MOS on Duty. Accommodations will be made to ensure participation in bidding process.
 4. There shall be an equal allotment of paramedics per squad for the Fire/EMS Divisions whenever possible, and Firefighter/Paramedics shall bid for paramedic positions only, unless there are more FF/Paramedics available to bid than are allotted FF/Paramedic positions. In this case, FF/EMT (non-Paramedic) positions may be filled by FF/Paramedics based on Department seniority. Once it is determined that the remainder of FF/Paramedics left to bid are the needed number to fill FF/Paramedics positions, no more FF/Paramedics will be allowed to bid FF/EMT (non-Paramedic) positions.
 5. Administrative MOS who are assigned to Training Captain, and EMS Battalion Commander shall bid every two years.
 - a. Bidding for these positions shall be by Promotional seniority.
 - b. If no Captains bid on the Training Captain position and/or the EMS Captain position, then the least senior Captain shall be assigned to the Training Captain position and the least senior Paramedic Captain shall be assigned to the EMS Captain position.
 - c. MOS assigned to these positions will have right of first refusal to return to an Operational position(s) if one later opens.
 - d. MOS assigned to these positions shall have a flexible schedule available through their supervisor.
 6. The bidding process may be amended upon mutual consent of the Fire Chief and the Rio Rancho Firefighters Association President.
 7. Upon mutual agreement between the Fire Chief and the Rio Rancho Firefighters Association, there may be exceptions to the bid positions due to a legitimate and temporary hardship, and as such, these positions may become non-biddable.
- B. Post Bid Procedures
1. After shift bids have been completed and MOS have been assigned shifts, any MOS who transfers from another shift at that MOS's request may not bump another MOS from his/her shift on the basis of seniority.
 2. If an MOS is transferred at the Department's initiative, he/she may bump on the basis of seniority, providing such transfer was not disciplinary in nature. Other MOS affected by this bumping may, in turn, bump others based on seniority.
 3. Should a position become available on a shift after the shift bidding has taken place, the position

may be filled by assignment, offered to MOS according to seniority or left vacant according to the needs of the Department.

- C. For the purpose of providing, maintaining and securing the public safety needs to the citizens of our community, the Department shall maintain appropriate and reasonable staffing levels of public safety personnel. Staffing levels shall be authorized by the Fire Chief and established for the EMS/Fire Department. The Department will furnish written notice to the Rio Rancho Firefighter's Association President of such staffing levels.

**ARTICLE 30
COMPENSATION**

A. Salary Range

The City Policies and Work Rules Section 502 shall be recognized pertaining to compensation except that the salary range herein, to include the minimum and maximum, shall be adopted. There are two separate wage scales; 1) Fire Operations, 2) Fire Administration.

New Hire

Title	Salary Range	Cadet (06F)	FTO Pay (Operations)	Probation (Operations)	FTO Pay (Admin)	Probation (Admin)
Field Training EMT-B **	16F/P	\$9.18	\$11.36	\$12.84	\$16.33	\$18.46
Field Training EMT-I **	17F/P	\$9.18	\$11.65	\$13.48	\$16.75	\$19.38
Field Training EMT-P **	18F/P	\$9.18	\$12.84	\$14.86	\$18.46	\$21.36

Non-Probationary

Operations (48/96 shift)				
Title	Salary Range	Contract Rate*	Mid-Point	Maximum
Firefighter/EMT-B	19F	\$13.99	\$16.06	\$18.79
Firefighter/EMT-I	20F	\$14.70	\$16.86	\$19.73
Fire Engineer	21F	---	\$17.71	\$20.72
Firefighter/EMT-P	22F	\$16.19	\$18.59	\$21.75
Engineer/EMT-P	23F	\$17.00	\$19.52	\$22.84
Captain	26F	---	\$22.60	\$27.11

Administration (40 hr/wk)				
Title	Salary Range	Contract Rate*	Mid-Point	Maximum
Firefighter/EMT-B	19P	\$20.41	\$23.42	\$27.40
Firefighter/EMT-I	20P	\$21.43	\$24.59	\$28.77
Fire Engineer/Fire Inspector	21P	---	\$25.82	\$30.21
Firefighter/EMT-P	22P	\$23.61	\$27.11	\$31.72
Engineer/Inspector EMT-P	23P	\$24.79	\$28.47	\$33.31
Captain	26A	---	\$32.96	\$39.55

* Pay rate, upon completion of initial probationary period; MOS is subject to collective bargaining agreement terms.

** Position is not subject to collective bargaining agreement terms.

B. Promotions

FF/EMT/ B – FF/EMT/I	= 5% (with department approval)
FF/EMT/B – Fire Engineer/Inspector	= 10% or \$15.88 (21F)/\$23.16 (21P) whichever is higher
FF/EMT/I – Fire Engineer/Inspector	= 5% or \$15.88 (21F)/\$23.16 (21P) whichever is higher
FF/EMT/B – FF/Paramedic	= 15% or \$16.19 (22F)/\$23.61 (22P) whichever is higher
FF/EMT/I – FF/Paramedic	= 10% or \$16.19 (22F)/\$23.61 (22P) whichever is higher
FF/EMT/P – Fire Engineer/Inspector/EMT-P	= 5% or \$17.00 (23F)/\$24.79 (23P) whichever is higher
Captain	= 10% or \$20.67 (26F)/\$30.14 (26A) whichever is higher

C. Demotions

MOS who voluntarily or involuntarily step down one or more grades will revert to the previously held grade and pay. Any salary increase percentages received while acting in the higher capacity will be added to the previous pay rate.

D. Service Credit

Lateral Transfers – Candidates will be given one year of credit for every two full years of service with another paid Firefighting agency, to a maximum of three years of service credit.

- 1 year credit = 1.5% above contract rate
- 2 years credit = 3.0% above contract rate
- 3 years credit = 4.5% above contract rate

E. Maximum of Grade

MOS at the maximum of their grade shall not receive a salary increase until adjustments to the compensation plan have increased the salary range.

F. Subsequent Contract Years

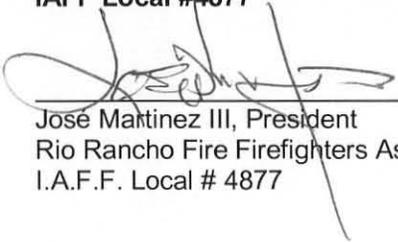
The City shall meet with the Association no later than March 15th of each year, to discuss the next fiscal year's budget and the availability of funds, if any, for base pay increases.

**ARTICLE 31
AGREEMENT BETWEEN PARTIES**

- A. Severability – Should any part of this Agreement or any provision contained herein be declared invalid by a District Court of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties agree to bargain a replacement provision in good faith that, to the extent legally allowable, serves the same purpose as the severed language.
- B. Zipper Clause – It is understood and agreed by and between the parties hereto that this Agreement is the only existing Agreement between the parties and replaces any and all previous Agreements, and this agreement incorporates the entire understanding of the parties on all issues which were the subject of negotiations.
- C. Amendment by Memorandum of Understanding – For the life of this agreement, each party waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this agreement. However, the matters within this agreement may be amended or interrupted during the term of the agreement by mutual written agreement in the form of MOU. The Association will be responsible for its distribution to all covered members.
- D. Economic Reopener – In recognition that the Governing Body must make an annual appropriation based upon available funds for each fiscal year, the parties agree to meet and discuss compensation by March 15 of each year for the subsequent fiscal year for the term of this contract.
- E. Term of Agreement – This agreement shall be effective with the pay period beginning January 24, 2016, and remain in full force and effect until July 1, 2019. If the parties have not reached a new Agreement as of July 1, 2019, the existing contract will continue in full force and effect until replaced by a subsequent written agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals this 19th day of January 2016.

**Rio Rancho Firefighter's Association
IAFF Local #4877**

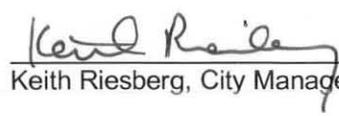


Jose Martinez III, President
Rio Rancho Fire Firefighters Association,
I.A.F.F. Local # 4877

1/15/2016

Date

City of Rio Rancho



Keith Riesberg, City Manager

1/19/16

Date