

# AGREEMENT

*BETWEEN*

**THE CITY OF SANTA FE**

*AND THE*

**SANTA FE FIREFIGHTERS ASSOCIATION**

**INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS - LOCAL 2059**



**Whole Agreement in Effect  
July 1, 2024, through June 30, 2027  
Year Number 2 of Whole Agreement**

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## **SECTION 1**

### **ARTICLE 101 - PREAMBLE**

This Agreement is entered into by and between the City of Santa Fe hereinafter referred to as the Employer, and the Santa Fe Firefighters Association, Local 2059, International Association of Fire Fighters, hereinafter referred to as the Union.

The purpose of this Agreement is to maintain harmonious relations between the Employer and the Union, to provide terms and conditions of employment for employees covered hereunder and to provide a means of amicable and equitable resolution of any and all differences or grievances which may arise under the provisions of this Agreement, all of which the parties hereto Believe and affirm will assure the welfare and benefit of the people of the City of Santa Fe.

### **ARTICLE 102-RECOGNITION**

The Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all employees in the bargaining unit. The classified positions covered are Firefighter I, Firefighter II, Engineer, Rescue Technician, Fire Inspector I, Fire Inspector II, Paramedic I, Paramedic II, Lieutenant, Captain, Training Captain, EMS Captain, Deputy Fire Marshal, and any other positions created during the term of this agreement that will be mutually agreed upon for inclusion in the bargaining unit.

The Union and the Employer mutually agree that, for the purposes of this Agreement, Engineer refers to all Engineers, whether station or shift Engineers.

## **ARTICLE 103 - RULES AND REGULATIONS**

The following rules and regulations as they now exist, or as they may be amended through the process prescribed in Article 220, shall be considered a part of this agreement unless superseded by any provisions of this agreement:

1. City of Santa Fe Human Resources Department Rules and Regulations that address the working conditions of Fire Department employees and are in effect on the date this agreement is signed by both Union and the Employer.
2. Job specifications that cover classified positions represented by the Union.
3. Santa Fe Fire Department Standard Operating Procedures, Standard Operating Guidelines, and/or Rules and Regulations that address working conditions and are in effect on the date this agreement is signed by both Union and Management shall remain in effect subject to review and revision by the Labor and Management Committee.

## **ARTICLE 104 - EXISTING CONDITIONS**

Working conditions or benefits that have not been the subject of collective bargaining but exist on the effective date of this agreement shall not be changed prior to the Labor Management Committee meeting and conferring on the proposed change(s) as outlined per Article 220.

## **ARTICLE 105 PROBATIONARY PERIOD**

The probationary period for sworn employees includes the period of time from the date of hire as a permanent full-time employee for a period of twelve (12) months, which may be extended for up to six (6) months, due to work-related performance or work-related injury.

## **ARTICLE 110-DISCRIMINATION**

The parties to this Agreement agree not to discriminate against any employee because of race, color, religion, sex, national origin, ancestry, age, sexual orientation, gender identity, marital or veteran status, membership in social and fraternal organizations, disability, or any other group protected by local, state, or federal law.

## **ARTICLE 111-UNION ACTIVITY**

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for activity on behalf of our membership in the Union.

## **ARTICLE 112-UNION BUSINESS**

### **Union Officers**

Union Officers (President, Vice-President, Secretary, and Treasurer) shall be granted Union Administrative Leave during their scheduled working hours to conduct general Union business. Union business shall include participation in the following:

- Business regarding the administration of this Agreement
- Meetings of/with the City of Santa Fe
- Union General Meetings
- Executive Board Meetings
- Political Activity
- Honor Guard Events

Officers shall be restricted to a total of six hundred twenty-four (624) hours of Union Administrative Leave per fiscal year. Once these hours have been exhausted, officers shall not be granted Union Administrative Leave without the approval of the Fire Chief.

Hours shall be deducted from the allotted total only in those instances when use of Union Administrative Leave requires the hiring of overtime.

Union Officers shall request leave through Telestaff or direct contact with an on-duty Battalion Chief as far in advance as possible, and no less than six (6) hours prior to being released from the work site. No more than two (2) Union Officers shall be allowed to leave the work site for any given meeting or business event.

Union Administrative Leave may be granted to other members at the request of the President (or their designee) pending approval from the Fire Chief (or their designee).

## Negotiations

Members representing the Union at the negotiating table shall be released from duty or compensated in the following manner:

- On-duty Negotiating Team members shall be assigned for all negotiating sessions mutually set by the Employer and the Union.
- Union Negotiating Team members who are present at a negotiating session but not scheduled to work on a date mutually agreed upon by the Employer and the Union shall be compensated at straight time.
- No more than five (5) members of the Union negotiating team shall be released from duty or compensated for anyone negotiating session.

## Disciplinary and Grievance Proceedings

Adequate hours will be granted to on-duty members representing the Union in any disciplinary proceedings. Off-duty members representing the Union shall be compensated at straight time. No more than two (2) Union representatives shall be allowed to leave the work site for any given grievance.

## LMC and LMC Sub-committees

Adequate hours will be granted to on-duty members representing the Union in any LMC or LMC Sub-committee proceedings. Off-duty members representing the Union shall be compensated at straight time.

## **ARTICLE 115-UNION USE OF CITY FACILITIES**

Fire Department facilities will be made available for union meetings when available. The readiness of the Department to respond to emergencies shall not be compromised during any meeting.

## **ARTICLE 116-BULLETIN BOARD SPACE**

The Employer shall provide a bulletin board or adequate bulletin board space at each fire station for the exclusive use of the Union.

## **ARTICLE 117-PRINTING AND SUPPLYING AGREEMENT**

Twenty-five (25) documents containing the entire text of this Agreement shall be printed by the Employer and distributed to the bargaining unit within fifteen (15) calendar days of the effective date of this Agreement. Additionally, the Employer shall make available the entirety of this Agreement in a digital form which shall be distributed to each bargaining member within the Union.

When necessary, the Employer shall arrange for a special printing of this Agreement to accommodate employees with disabilities. Special printings shall include but are not limited to audio recordings of the text, Braille printings and large text printings. The Employer shall cover the cost of printing this Agreement and any subsequent amendments or Memorandums of Understanding.

## **ARTICLE 120-DUES DEDUCTION**

The Employer agrees to deduct biweekly (26 times per year) dues and assessments in an amount certified by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made, or who are required by this contract to submit to such deductions. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union. The Employer shall provide a dues deduction letter provided by the Union in all newly hired employee packets. All signed dues deduction letters shall be returned to the Union Treasurer.

## **ARTICLE 125-MANAGEMENT RIGHTS**

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

1. Direct employees and evaluate their performance.
2. Determine the location and operation of its facilities.
3. Determine the standards for work, hiring, promotion, transfer, assignment, and retention of employees in positions.
4. Determine scheduling necessary to carry out the Employer's functions.
5. Relieve an employee from duties because of a reduction in force or for just cause.
6. Determine methods, means, equipment, and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the missions of the Employer in cases of emergencies; and act in furtherance of all other duties and responsibilities set forth in the constitution, federal, state statutes, administrative regulations, and executive orders of the Governor, as well as the City Rules and Regulations.

## **ARTICLE 130-EMERGENCY EMPLOYEE**

The Employer will make every effort to utilize its employees to perform all work, but the Employer reserves the right to utilize emergency employees as follows:

1. Emergency employees shall be utilized for entry level, non-bargaining unit positions only in those circumstances where no qualified candidate for a position is available.
2. The emergency employee meets all applicable job requirements.
3. The emergency employee may be converted to a classified employee within ninety (90) calendar days.

## **ARTICLE 131-CONTRACTING OUT**

The intent of the Employer to utilize contract workers will be for projects that the parties mutually agree:

- A. Require expertise not available in the Fire Department or with laid off employees and expertise that cannot be accomplished by training bargaining unit employees in an acceptable time frame or cost.
- B. This language excludes non-recurring professional services contracts for less than \$25,000.00.

The Employer and the Union shall meet and confer whenever the Employer initiates the planning process to utilize contract workers. The Employer shall provide written justification and economic analysis for discussion purposes. If not mutually agreed to, The Union reserves the right to file a grievance. The decision to contract out will be made by the Governing Body of the Employer.

#### **ARTICLE 132-STRIKE**

No public employee or labor organization shall engage in a strike. No labor organization shall cause, instigate, encourage or support a public employee strike. No public employer shall cause, instigate or engage in any public employee lockout pursuant to (Article 7E Public Employee Bargaining [10- 7E-21]).

#### **ARTICLE 133-VOLUNTEERS**

The Employer agrees not to use volunteers in lieu of existing or future Union members. It is further agreed that no new volunteer positions will be created.

#### **ARTICLE 134-LAYOFF**

In the case of a reduction in force, affected employees and the Union shall receive written notice six (6) weeks in advance. Employees with the least seniority in the Fire Department shall be laid off first and their names shall be placed on a recall list.

#### **ARTICLE 135-RECALL**

No new employees shall be hired until all laid-off employees on the recall list have been given the opportunity to return to work. Names on the recall list shall remain valid for two (2) full years and employees shall be recalled from the list in order of seniority. Recalled employees shall give notice of acceptance or refusal within five (5) business days of notification; if accepted, they shall report for work within twenty (20) business days of notification; if declined, their name shall be removed from the list. The employer will make classroom training available, at no cost, for laid-off employees to maintain their certification if they so desire. Classroom training deemed required/necessary by the Employer and this agreement before returning to active status will be compensated at the recalled employee's projected rate as stated in Article 370.

### **ARTICLE 136-RETIREE REHIRE**

The Union and management agree that the rehiring of retired Santa Fe Fire Department employees is an area of mutual concern. We agree that issues of employee seniority, leave accrual and usage, promotional policies, and pay grade are to be discussed by LMC and made a part of this contract via a memorandum of understanding prior to the rehire of any said employees.

### **ARTICLE 140-SUCCESSORS**

This Agreement shall be binding upon the successor and assignees of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto or by any change geographically or otherwise in the location or place of business of either party.

### **ARTICLE 141-SAVINGS CLAUSE**

Should any part of this Agreement or any provisions contained herein be declared invalid by any court of competent jurisdiction, the validity of the remaining portions shall not be affected. If any provision of this Agreement, or any application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

### **ARTICLE 143-DOMESTIC PARTNERSHIP**

The definition of a domestic partner shall be referenced to Policy Number 2500-5-2 of the City of Santa Fe Administrative Manual. Members that meet the definition of domestic partners shall receive all the benefits of this agreement. The employer and union agree that all benefits awarded to married couples shall be granted to employees in a recognized domestic partnership as defined in the City of Santa Fe's Benefits policy.

## **ARTICLE 150-DURATION OF THE AGREEMENT**

This agreement shall remain in full force and effect until June 30, 2027.

Negotiations of Section III of the Agreement shall begin no later than October 1, 2024, for fiscal year 2024-2025, and no later than October 1, 2025, for fiscal year 2025-2026 with each negotiations cycle being complete on or before December 31 of each year. In addition, each party may open up a maximum of three (3) articles from Section I and/or II of the Agreement for negotiation. Additional articles may be opened upon mutual agreement of both parties.

Negotiations for a subsequent agreement shall begin no later than October 1, 2026, and be complete on or before December 31, 2026.

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

## SECTION II

### ARTICLE 201-GRIEVANCE PROCEDURE

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

#### Informal Resolution

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

#### Formal Resolution

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

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

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

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

#### Step 1:

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

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

### Step 2:

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

### Miscellaneous

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

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

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

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

## **ARTICLE 202-DISCIPLINE/CORRECTIVE ACTION AND DISCHARGE**

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

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

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

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

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

### **Informal Investigations**

1. To initiate a disciplinary/corrective action, the supervisor shall conduct an Informal Investigation. The supervisor shall serve the implicated employee(s) and a Union representative with a Notice of Informal Investigation which shall describe the alleged conduct, action, or omission which forms the basis for the informal investigation, the date of discovery of the alleged infraction, and will provide the date, time, and place of the investigation meeting. This notice will also indicate the amount of time necessary to complete the investigation, not to exceed thirty (30) calendar days. This notice, in the form of a written memorandum, shall be served to the Employee and the Union within ten (10) business days of the date of discovery of the alleged infraction. If an Employee is on leave when this period expires, it shall be extended until the first day the Employee returns to work.

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

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

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

#### Disciplinary Actions:

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

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

1. Written reprimands Not less than six (6) months
2. Suspensions Not less than twenty-four (24) months

3. Disciplinary demotions Shall remain in the employee's file as long as they are employed by the Santa Fe Fire Department

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

Miscellaneous:

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

A party to this Agreement or an individual employee may be represented by counsel at any step of the appeal procedure at his or her own cost.

### **ARTICLE 203-ARBITRATION PROCEDURE**

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

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

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

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

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

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

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

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

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

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

condition, the Union shall have the burden of proof by a preponderance of the evidence.

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

### **ARTICLE 210-STAFFING LEVELS**

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

#### Shift:

The minimum staffing shall be Thirty-Nine (39) members per shift, not including any personnel under the Support Services Division and Battalion Chiefs.

Qualified Station Captains may work as an AIC BC. If there is mandatory Company Officer overtime they may be downgraded from AIC BC to that Company Officer position.

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

#### Station:

Minimum staffing shall be Five (5) members per station with the exception of Station 10 (ARFF), which shall be staffed with a minimum of one (1) Station Company Officer, one (1) Engineer, and one (1) ARFF Active Personnel.

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

#### Apparatus:

1. In no case will staffing on any Type 1 Engine, Type 6 Engine, Ladder, Rescue, Medic unit, or Tender drop below Two (2) while available for an emergency call and being used as an independent resource.

2. Minimum staffing on a Type 1 Engine or Quint/Ladder may only be reduced to Two (2) personnel if personnel have already been re-allocated from the brush truck first, then the Heavy Rescue.
3. Staffing of additional apparatus will only take place if forty-one (41) or more personnel are on duty.

Type 1 Engine and Quint/Ladder:

Each Type 1 Engine and Quint/Ladder shall be staffed with a minimum of Three (3) SFFD personnel: One (1) Engineer, One (1) Company Officer, and One (1) SFFD personnel.

Medic Unit:

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

Rescue:

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

Hazardous Materials:

Staffed with a minimum of two (2) Hazardous Materials Technicians and one (1) SFFD personnel when staffed as an independent resource.

Crash Rescue Vehicle:

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

Type 6 Engine:

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

Tender:

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

Brush Truck:

The Brush Truck shall be staffed with a minimum of two (2) SFFD personnel.

In the event minimum manning is below Thirty-nine (39), prior to 2200 hrs., the BC may outbound for a minimum of 45 minutes in an attempt to bring minimum manning back to Thirty-nine (39) as outlined in Article 330.

**ARTICLE 211-SHIFT ENGINEERS**

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

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

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

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

**ARTICLE 212-LIEUTENANTS**

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

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

other shifts are utilized.

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

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

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

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

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

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

## **ARTICLE 213 SHIFT TRADES**

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

Shift trades will be entered into the staffing program by the collective bargaining unit member trading off/initiating the shift trade. Trades shall be considered any time greater than one hour. In order for a trade to be approved, members must possess a balance of annual leave equal to or greater than twice the amount of hours traded.

In the event that a member who agreed to work a shift trade is unable to do so, that member will forfeit annual leave hours equal to twice the amount of hours traded. If an employee does not have enough annual leave hours available to cover such a forfeiture, they shall be placed on Leave Without Pay for the amount of time equal to the remaining hours owed. The only exceptions will be one of the following:

- Funeral Leave, outlined in Article 310
- Job-related injury
- A legitimate extenuating circumstance provided the member gives proper notification to a Battalion Chief or Fire Marshal

## **ARTICLE 214 - SHIFT AND STATION TRANSFERS**

### **Section 1 - Station Trade**

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

### **Section 2 - Shift Change**

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

### **Section 3 - New Fire Station/Station Vacancy**

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

stations.

#### **Section 4 - Involuntary Reassignment**

Battalion Chiefs may reassign any employee if deemed in the best interest of the Department. Such reassignment may be temporary or permanent. Reasons for such assignments shall be documented in writing and forwarded to the affected employees.

#### **Section 5 On-Call Trade**

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

### **ARTICLE 215 – ARFF**

ARFF (Aircraft Rescue and Fire Fighting) certified personnel will be divided into two categories: ARFF active and ARFF inactive.

ARFF active personnel will be FAA ARFF qualified. Only ARFF active members will be allowed to work at the Airport. One (1) Captain, one (1) Engineer, two (2) shift engineers, two (2) Lieutenants, and three (3) Firefighters with 3 years of service or greater per shift will be ARFF active.

Selection for ARFF active positions will be made as follows:

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

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

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

## **ARTICLE 216 – HAZARDOUS MATERIALS TECHNICIANS**

The Hazardous Materials (henceforth known as HazMat) Team shall consist of a maximum of twenty (20) personnel.

Vacancies shall be posted by the Training Division by January 14<sup>th</sup> of each Calander year, and testing/ interviews shall be completed within thirty (30) days of posting. Interviews shall be conducted by the HazMat Team Chief Liaison, HazMat Team Lead, and a minimum of one (1) HazMat Active Team Member.

Hazardous Materials Technician is not a classified position as per Article 340 – Promotional Policy.

### Qualifications for Position

Personnel are considered to be HazMat Active upon successful completion of:

- HazMat Team Interviews/ Selection
- IFSAC HazMat Awareness & Operations
- HazMat Chemistry
- IFSAC HazMat Technician
- SFFD HazMat Task Book

### Continued Education

HazMat Active personnel are required to maintain a minimum of thirty (30) hours of in-person training annually, twenty (20) of which must be completed via in-house training with the SFFD HazMat team.

The HazMat Team Lead shall post a training schedule by January 1<sup>st</sup> of each year. In-house training shall offer a minimum of fifty (50) hours of available training. The HazMat Team Lead shall be responsible for verifying and logging annual training hours.

Additional hours may be obtained via classes, seminars, conferences, and other educational opportunities deemed appropriate by Haz Mat Team Lead and HazMat Chief Liaison.

- Technicians attending out-of-state conferences shall receive six (6) hours of training for each day of attendance.

If the HazMat Active employee does not complete the required training hours by December 31<sup>st</sup> of each year, they shall forfeit their position on the HazMat Active roster.

#### Staffing

HazMat7 shall be staffed at Battalion Chief discretion and shall not be staffed by less than two (2) Haz Mat Technicians.

### **ARTICLE 220-LABOR-MANAGEMENT COMMITTEE**

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

LMC shall have the authority to:

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

#### **LMC Sub-Committees**

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

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

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

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

#### Memorandum of Understanding (MOU)

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

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

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

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

A MOU amending articles of this Agreement must be approved by a simple majority vote of the Executive Board before the Union President (or their designee) may sign it. Executive Board members who are also members of LMC must abstain from this vote. The Union membership must be notified of any such MOU being considered by LMC no less than ten (10) days prior to a vote by the Executive Board. Any MOU signed by the Union President (or their designee) less

than ten (10) days prior to Union member notification and/ or without the approval of a majority of the Executive Board shall be invalid.

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

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

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

#### **ARTICLE 221- HEALTH AND SAFETY**

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

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

There shall be a joint Health and Safety Committee composed of up to three (3) representatives of both the Employer and the Union. The Union's representatives shall be designated by the Union and the Employer's representatives by the Employer. Health and Safety Committee meetings will be counted as hours worked for bargaining unit employees.

The Health and Safety Committee shall:

1. Meet at least quarterly.

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

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

The Employer agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices in accordance with NFPA 1914, 1991 Edition. Testing is to be conducted by an independent testing company, other than the manufacturer prior to acceptance of a new aerial apparatus and annually thereafter. Copies of the test results shall be made available to the Health and Safety Committee for their review.

## **ARTICLE 225-PERSONNEL PROTECTIVE EQUIPMENT AND UNIFORMS**

### **Section 1 - PPE**

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

### **Section 2 - Eye Protection**

- A. The Employer shall furnish non-prescription safety eyewear as required.

### **Section 3 - Class C Uniforms**

- A. The Employer will provide, at no cost, to new bargaining unit members:
  - Four (4) pants
  - Six (6) Santa Fe Fire Department T-shirts
  - One (1) jacket with liner
  - One (1) pair of boots
  - One (1) squad suit
  - One (1) sweatshirt.
- B. Bargaining unit members will maintain a minimum of four (4) complete sets of Class C uniforms for inspection purposes. All uniforms shall comply with NFPA 1975, current edition, or be of 100% cotton fabric. Fire inspector uniforms will be of a type acceptable to the Fire Marshal.

### **Section 4 - Class A & B Uniforms**

- A. The Employer shall provide, at no cost to new bargaining unit members, one dress uniform consisting of:
  - One (1) Class A jacket
  - One (1) pair of dress pants
  - One (1) cotton blend long-sleeve shirt
  - One (1) cotton blend short-sleeve shirt
  - One (1) Class A cover
  - One (1) pair "Hi-gloss" Class A shoes
  - One (1) tie with a tie clip.
- B. All members shall maintain one Class A and B uniform per the SFFD

uniform guide.

### **Section 5 - Uniform Replacement**

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

Members may purchase approved clothing items through the requisition process for the employee only. Any change in uniforms or uniform items will be made through the process prescribed in Article 220.

## ARTICLE 230-TRAINING

1. The employer will provide sufficient training opportunities for employees to maintain licenses and certifications required by New Mexico regulation or statute, SFFD Standard Operating Guidelines, SFFD Rules and Regulations, and/or job description.
2. A minimum of two (2) EMT-B/EMT-I refreshers and two (2) Paramedic refreshers will be provided per year. Each Paramedic refresher will include ACLS and PALS renewal. The Training Section shall determine the maximum class size
3. One Advanced EMT course will be provided per year. A minimum of six (6) training applications must be received by the Training Section no later than the deadline specified in paragraph 5 below or the class may be postponed until the following year. The Training Section shall determine the maximum class size. If more applications are received than class size permits, pretest scores will be the determining factor for acceptance.
4. It is incumbent upon the individual employee to attend all classes necessary to maintain required certifications and/or licenses. If an employee does not attend any class described herein, it becomes the responsibility of the employee to seek and obtain the necessary training, at his or her expense and time, so that there is no lapse in any required license or certification.
5. The Training Section will provide employees with a twelve-month calendar on or before August 30 of the year prior to that in which the training will be offered. This calendar will reflect training offered by the Training Section. Applications for any and all classes must be received by the Training Section no later than forty-five (45) days before the first day of class. The Training Section shall notify personnel of application deadlines for all training/classes it offers no more than fifteen (15) and no less than ten (10) business days prior to that deadline.
6. According to the provisions of Article 340 of this Agreement, the employer will provide promotional classes annually unless 6.c applies.
  - a. These classes will be included on the training calendar per paragraph 4 above.

- b. Employees wishing to attend these classes Shall submit a written application to the Training Division no later than forty-five (45) days before the first day of class.
  - c. If the Training Section receives no applications for the class at the time the posting closes, the employer may cancel the class.
- 7. The employer will maintain an in-house library of materials relevant to job requirements and promotional testing for use by employees. Employees will be allowed to check out library materials up to thirty (30) days prior to the start of the applicable promotional testing process. Less than thirty (30) days before a testing process begins, applicable library materials will be available and must remain at the training center. Employees who fail to return borrowed library material shall have the replacement cost deducted from their clothing allowance and will be barred from borrowing library material for a period of one (1) year after the date the material was to be replaced.
- 8. All training equipment and facilities will be serviceable and judged safe by the Training Officer. The training facility may be included in the yearly safety inspection conducted by the Health and Safety Committee.
- 9. A safety officer will be designated for any training exercise deemed hazardous according to the current edition of NFPA1403 or in the judgment of the Training Officer or lead instructor responsible for the class or exercise.
- 10. The employer will provide the following training within two (2) years of becoming a classified Rescue Technician. Employees currently classified as Rescue Technician shall have two (2) years from the acceptance of this document to complete the listed courses with the exception of Structural Collapse which shall be completed within three (3) years. The Employer will make every effort to furnish a qualified instructor to certify the classified Rescue Technician on site as per Article 131. If a third-party instructor cannot be furnished within the required two (2) year time frame, the employee will be sent to an offsite course approved by the Training Division.

The new classified Rescue Technician must complete, with a passing grade, the following courses:

- Swift Water Rescue Operations
- Advanced Auto Extrication
- Structural Collapse
- Trench Rescue

There shall be a minimum of three (3) Swift Water Rescue Technicians, one of which shall be assigned to each shift. The remainder of classified Rescue Technicians shall maintain a minimum of Swift Water Operations which will be maintained in-house by the Swift Water Technicians.

One refresher course per year shall be offered in each of the following disciplines:

- Rope Rescue
- Confined Space Technician
- Swift Water Rescue Operations
- Trench Rescue
- Auto Extrication

Renewal courses after initial certification are to be:

- Offered in-house and do not need to be led by external training/education apparatus
  - In-house training may be led by SFFD cadre. The Employer will be responsible for furnishing specialized consumable training items as deemed necessary by the Training Division based on the advice from the Rescue Technician Chief Liaison.
- In-house refresher courses will not take place of an initial licensing/certification course.

If a classified Rescue Technician is unable to complete the required trainings within the time frame outlined in Article 230 Section 10, all required trainings have been offered, and the employee has not had extenuating circumstances that prevent them from attending these trainings, the Rescue Technician will be removed from their position and the vacancy filled based off the current ranked testing list.

Reassignment to the employee's original shift, if they were reassigned after becoming a classified Rescue Technician, will be contingent upon Battalion Chief discretion as per Article 214.

### **ARTICLE 231 - ADJUNCT INSTRUCTOR**

Adjunct Instructors may be utilized for the following but not limited to: Firefighter Academies, Lateral Firefighter Academies, Promotion Classes, Hazmat Classes, EMS Classes, New Equipment Introduction, Specialized Trainings.

Adjunct Instructors shall be selected by the Training Officer. Any member interested in becoming an adjunct instructor shall submit a letter of interest to the Training Officer. The list shall be submitted to the Fire Chief for approval.

- Adjunct Instructors with potential to be the lead instructor shall have IFSAC Instructor I (2027 on) and meet the requirements for the job classification in which they are instructing.
- The Training Officer shall select the Adjunct Instructor for each assignment.
- Adjunct Instructors shall reserve the right to turn down an assignment requested by the Training Officer.
- The Training Officer shall have the right to remove any Adjunct Instructor from the list.
- In exigent circumstances where an Adjunct Instructor cannot be furnished from the list, the Training Officer reserves the right to ask any qualified personnel to fulfill the duties of Adjunct Instructor.

Adjunct Instructors may be utilized for the duration of the assignment.

### **ARTICLE 232-TRAVEL**

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

The Fire Chief may waive the twenty-day requirement.

Employees shall be paid travel time for classes outside of the Santa Fe City Limits needed for current classification, promotion, or to maintain current EMS licensure level. Travel time will not be paid for conferences.

## **ARTICLE 240-SENIORITY**

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

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

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

1. Most recent date of hire within the Santa Fe Fire Department
2. Continuous full-time paid employment with the City of Santa Fe
3. For employees hired prior to July 1, 2009:
  - Highest Sum of all the digits in the employee's social security number for employees hired after July 1, 2009:
  - Highest cumulative test score average achieved during the SFFD Fire Academy
1. Flip a coin Seniority shall be used for:
  1. Annual vacation selection
  2. Shift changes, station vacancies, and new fire station as per Article 214
  3. Temporary transfers

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

## **ARTICLE 241-SHIFTS AND HOURS OF WORK**

### **Hours of Work**

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

### **Emergency Services Section**

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

### **EMS Division, Fire Prevention and Training Division**

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

1. Non-twenty-four (24) hour shift - Members will work five (5) – eight (8) hour days per week or four (4) – ten (10) hour days per week with weekends and contract-approved holidays off. Members may request, through the chain of command, to work a flex week schedule. Approved members shall work a total of forty (40) hours per week with contract approved holidays off. If the holiday falls on the employee's regular scheduled day off, the employee will be compensated at their regular hourly rate for the time of their regularly scheduled shift. Otherwise, two (2) weeks' notice will be provided for a change of schedule. Approval to work a flex schedule is solely at the discretion of the Employer; or
2. Twenty-four (24) hour shift - Members will start at 0800 hours and will work twenty-four (24) hour shifts on a forty-eight (48) hour tour.

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

No members assigned to the EMS Division, Fire Prevention or Training Division shall be utilized in another assignment in order to satisfy minimum staffing requirements

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

## **ARTICLE 242-LEAVE OF ABSENCE**

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

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

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

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

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

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

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

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

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

## **ARTICLE 243-MODIFIED WORK ASSIGNMENTS**

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

### **Section 1 - Light Duty**

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

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

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

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

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

### **Section 2 Non-Hazardous Duty**

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

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

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

### **Section 3 - Alternative Duty**

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

## **ARTICLE 245-COMPENSATORY TIME**

Compensatory (comp) time must be a mutual agreement between the City and the involved bargaining unit members. Comp time is not mandatory but is optional in lieu of financial compensation. The employee shall be responsible for informing the on-duty Battalion Chief or AIC-BC of their intention to accrue comp time in lieu of financial compensation before 1700 of the day the employee is scheduled to work.

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

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

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

### **ARTICLE 248-VOLUNTARY DEMOTION**

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

### **ARTICLE 250-EXTREME WEATHER**

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

### **ARTICLE 251-STATION MAINTENANCE**

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

### **ARTICLE 252-MAINTENANCE AND REPAIR**

The Employer shall be responsible for the timely repair of any emergency vehicle and its associated equipment upon submission of a work order by an employee to the Fire Department Fleet Section. The Employer shall make every effort to keep an adequate supply of common maintenance items (i.e. vehicle light bulbs, oil, fluids, etc.). Any parts needed for repair but not in stock shall be ordered as soon as possible.

## **ARTICLE 255-DRUG AND ALCOHOL TESTING**

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

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

## **ARTICLE 256-COUNSELING SERVICES**

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

## **ARTICLE 258-TECHNOLOGICAL CHANGE**

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

## **SECTION III**

### **ARTICLE 301-ADMINISTRATIVE LEAVE**

1. Authorized Administrative Leave - The employer may authorize an employee's leave with pay, under unusual circumstances, when it is in the best interest of the city to do so with prior approval of the City Manager.
2. Voting - In accordance with provision of Section 01-12-42, NMSA 1978, employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polls.
3. An employee who abuses voting administrative leave by requiring its use for purposes other than traveling to and from the polling place and voting will be charged with leave without pay and subject to disciplinary action.
4. Events - When the employer grants administrative leave to all city employees to acknowledge an event, Fire Department employees who are required to work shall be paid double the time for the same amount of hours. Off duty employees will receive straight time for the same amount of administrative leave hours granted.
5. Union Business - The employer shall grant administrative leave for union business in accordance with Article 112 of this contract.

## **ARTICLE 302-ANNUAL LEAVE ACCRUAL & USE**

All personnel covered by this contract working a Non-twenty-four (24) hour shifts shall accrue annual leave in accordance with the following schedule, accrued on a per pay period basis:

01-05 years of service - 120 hours per calendar year

05-10 years of service - 140 hours per calendar year

10-15 years of service - 160 hours per calendar year

15-20 years of service - 180 hours per calendar year

20+ years of service - 200 hours per calendar year.

All personnel covered by this contract working Twenty-four (24) hour shifts shall accrue annual leave, in accordance with the following schedule, accrued on a per pay period basis:

01-05 years of service - 204 hours per calendar year

05-10 years of service - 238 hours per calendar year

10-15 years of service - 272 hours per calendar year

15-20 years of service - 306 hours per calendar year

20+ years of service - 340 hours per calendar year

Annual leave use shall include normal annual vacation time and all other periods of approved absence with pay from regularly scheduled hours of work which are not chargeable to some other category of leave.

An employee eligible to accrue annual leave, pursuant to this article, may request and be granted use of accrued leave at the discretion of the employer. No annual leave shall be provided by the employer.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which the employee's years of tenure are counted shall be the date of hire.

2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than twelve (12) months duration and was not the result of disciplinary action.
3. Periods of leave without pay in excess of thirty (30) days shall not be counted as service.

An eligible employee shall be allowed to progress from one graduated rate of accrual for annual leave to the next on the first day of the pay period immediately following completion of the required total length of service.

The amount of accrued annual leave that will be allowed to be carried over from one calendar year to the next will be two and three-fourths ( $2\frac{3}{4}$ ) times the amount an employee is allowed to accrue in one calendar year in relation to the applicable years of service.

Upon separation, an employee shall be compensated for all unused and unforfeited annual leave.

Upon death of an eligible employee, compensation for unused total annual leave shall be payable to the employee's estate.

#### Vacation Selection

1. The Department will attempt to satisfy all vacation requests and still maintain sufficient staffing in the most economical manner.
2. Vacation requests will be determined on a seniority basis.
3. Vacation requests shall begin on November 1 of the preceding year.
4. Members may request and be granted use of accrued annual leave for vacation purposes as follows:

Twenty-four (24) hour shift employees:

01-05 years of service, six shifts

05-10 years of service, eight shifts

10-15 years of service, nine shifts

15-20 years of service, ten shifts

20+ years of service, twelve shifts

Non-twenty-four (24) hour shift employees:

- 01-05 years of service, ten workdays
- 05-10 years of service, fifteen workdays
- 10-15 years of service, seventeen workdays
- 15-20 years of service, twenty workdays
- 20+ years of service, twenty-five workdays

5. An employee may elect to use his/her annual leave in consecutive shifts or divide his/her annual leave into two periods, the sum of which does not exceed the number of shifts as stated above per years of service.

**Annual Leave/ Personal Holiday/ Educational/ Compensatory Time Use**

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

classification, and Paramedic and Paramedic II shall be considered the same classification.

## **ARTICLE 303-PERSONAL HOLIDAYS**

### **Personal Holiday**

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

### **Wellness Personal Holiday**

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

- Complete all portions of the Fire Department's annual physical
- Complete all portions of the Fire Department's FPAT
  - Personnel shall be able to complete all portions of the Fire Department FPAT in full bunker gear with SCBA or in athletic gear/bunker jacket and SCBA.
- Complete the red card qualification test.
  - There shall be no time requirement for "completion" of the Pack Test
  - Personnel shall complete the Pack Test in the allotted passing time if they wish to obtain a Red Card

### **Personal Holiday and Wellness Personal Holiday:**

- Shall be requested in order of seniority after all personnel have requested for vacation time
- Must be taken within the calendar year offered or it will be forfeited
- Granted to members working Twenty-four (24) hour shifts shall be taken in twenty-four (24) consecutive hours
- Granted to members working a Forty (40) hour week shall be taken during eight (8) consecutive hours or ten (10) consecutive hours depending on their work schedule

Members will not be compensated for an unused personal holiday or wellness personal holidays upon separation from the City of Santa Fe.

## **ARTICLE 305-SICK LEAVE ACCRUAL & USE**

### Accrual

All employees covered by this contract working non-twenty-four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

- 00-01 year of service - 72 hours per calendar year.
- 01-05 years of service - 97 hours per calendar year.
- 05-10 years of service - 112 hours per calendar year.
- 10-15 years of service - 128 hours per calendar year.
- 15-20 years of service - 144 hours per calendar year.
- 20+ years of service - 159 hours per calendar year.

All employees covered by this contract working Twenty-four (24) hour shifts shall accrue sick leave, in accordance with the following schedule, accrued on a per pay period basis:

- 00-01 year of service - 134 hours per calendar year.
- 01-05 years of service - 156 hours per calendar year.
- 05-10 years of service - 182 hours per calendar year.
- 10-15 years of service - 208 hours per calendar year.
- 15-20 years of service - 234 hours per calendar year.
- 20+ years of service - 260 hours per calendar year.

All personnel are recommended to have the following hours saved in their personal sick leave accruals:

1. Non-twenty-four (24) hours shift employees – 80 Hours
2. Twenty-four (24) hours shift employees – 96 Hours

### Acceptable Use

Sick leave use shall include any period of approved absence with pay from regularly scheduled work resulting from:

1. An employee having an illness or injury which renders the employee unable to perform their duties
2. An employee having a medical examination, consultation, or treatment by a licensed practitioner
3. An employee/s immediate family member or significant other requiring the employee's presence because of injury, illness, medical treatment, or death.

If an employee has used sick leave for any other reason not defined by the city Rules and Regulations 13.30C, disciplinary action may be taken in accordance with Article 202, Discipline/ Corrective Action and Discharge.

Use of Sick Leave

A Twenty-four (24) hour shift employee eligible to accrue sick leave, pursuant to this article, must request sick leave for approved purposes either by use of Telestaff or contact with an on-duty Battalion Chief prior to 0700 in the morning using the following guidelines:

1. Employees who request sick leave, using Telestaff, shall place themselves on sick leave from 0800-1600 (8-hour block), 0800-2000 (12-hour block), or from 0800-0800 (48-hour block). If the employee will be at work on the second day, they must have a verbal conversation with the on-duty Battalion Chief(s) prior to 2000 on the first shift to cancel the sick leave.
2. Employees who are not on duty the first Twenty-four (24) hour shift of the tour for any other reason and wishes to request sick leave for the second Twenty-four (24) hour shift of the tour shall have a verbal conversation with the on-duty Battalion Chief(s) prior to 0700 of the first shift.
3. In the event the on-duty Battalion Chief(s) cannot be reached, the employee will contact the Health and Safety Officer. In the event the Health and Safety Officer cannot be reached, the employee will contact the Assistant Chief of Operations.

Sick leave changes will be noted on Telestaff within the hour.

A non-twenty-four (24) hour shift employee eligible to accrue sick leave, pursuant to this article, must request sick leave for approved purposes either by use of the city's timekeeping/ payroll system and a text message or verbal conversation with their Direct Supervisor one (1) hour prior to the start of their shift using the following guidelines:

1. Any employee shall request sick leave by either use of Kronos and a text message or verbal conversation with their Direct Supervisor one (1) hour prior to the start of their shift.
2. In the event the employee's Direct Supervisor cannot be reached, the employee will contact the Health and Safety Officer. In the event the Health and Safety Officer cannot reach, the employee will contact the Assistant Chief of Support Services.

Sick leave changes will be noted on the city's timekeeping/ payroll system within the hour.

Any employee wishing to provide a physicians' statement can do so. This physicians' statement shall be turned into the Health and Safety Officer and kept in the employee's confidential file. Details of the physicians' statement shall not be discussed with anyone other than the employee and the Health and Safety Officer.

The following shall be used to calculate the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another:

1. Where an employee has been employed by the City without any interruption or break in continuity of service, the date from which their years of tenure are counted shall be the first day of the first complete calendar month worked.
2. Periods of service as a City employee prior to a break or interruption in continuity of service shall not be counted except when the break or interruption was of less than Twelve (12) months duration and was not the result of disciplinary action.
3. Periods of leave without pay in excess of Thirty (30) days shall not be counted as service.

An eligible employee shall be allowed to progress from one graduated rate of accrual for sick leave to the next on the first day of the pay period immediately following completion of the required total length of service.

Upon death of an eligible employee, compensation for unused total sick leave shall be payable to the employee's estate. Any eligible employee who is terminated or resigns forfeits all accrued sick leave.

## **ARTICLE 306-SICK LEAVE BANK**

### **Eligibility**

1. Any Santa Fe Fire Department employee may request hours from the sick leave bank if they have exhausted all of their sick and annual leave but would be eligible for Sick Leave as defined in Article 305.
2. The sick leave bank will operate on a case-by-case basis, with eligibility being based on the provisions of the Family and Medical Leave Act.

### **Process**

1. The requesting employee will complete the sick leave bank request form.
2. Any Santa Fe Fire Department employee may donate sick leave, annual leave, and or personal holiday to the sick leave bank or individual member using the sick leave bank donations form. Personal holidays must be donated in full and must be used in the year they were earned. Donations will be strictly voluntary.
3. The donor must retain a combined balance of three hundred sixty (360) hours of sick and/or annual leave.
4. Leaves will be donated in blocks of not less than four (4) hours.
5. A union representative shall collect sick leave donation forms.
6. A union representative will submit completed sick leave donation forms to the City of Santa Fe Fire Department Administrative Manager or designee. A union representative shall coordinate the receipt and distribution of sick leave bank hours and maintain necessary records.

### **Use of Donated Sick Leave**

1. Hours donated to the sick leave bank will be converted to a dollar amount based on the donating employee's rate of pay. Hours requested from the sick leave bank will be converted to the receiving employee's rate of pay.
2. Donations will be processed in the order in which the Office Administrative Manager or designee receives them. Once the requested hours have been met, all other donations will cease to be processed and held until such time as the requestor needs additional hours, or it is determined that no additional hours are needed. If additional hours are needed, the Administrative Manager or designee will process additional donation forms as needed. Once it has been determined that no additional hours are needed, the unprocessed donation forms will be destroyed.

3. Any hours processed but not used shall be retained by the Santa Fe Firefighters Association and stored in the sick leave bank.

### **ARTICLE 310-FUNERAL LEAVE**

An employee shall be allowed up to seventy-two (72) hours of paid leave [or forty (40) hours for employees who work a Non-twenty-four (24) hour shift] in the event of the death of an immediate family member or significant other.

Immediate family/significant other means the parent, legal guardian, grandparent, spouse, child, sister or brother, father-in-law or mother-in law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece or nephew, aunt or uncle and grandchild of the employee, and shall also include persons residing in the employee's household.

Special or unusual circumstances shall be evaluated by the Employer on a case-by-case basis. The Employer shall make the final determination of eligibility for funeral leave in these cases.

Time will be charged to the employee in the following order until each has been exhausted:

1. Sick
2. Annual

### **ARTICLE 311-EDUCATIONAL LEAVE**

The Employer agrees to grant up to six (6) hours per week to allow employees to attend "for credit" courses that are scheduled during normal working hours. Educational Leave shall not be deducted from the requesting member's Annual or Sick Leave but shall not be considered hours worked.

Educational Leave shall be used for time spent either in class or traveling to and from the educational institution.

Requests for Educational Leave shall be accepted once the vacation selection process for the coming year has been completed, or January 1 of that year, whichever comes first. Educational Leave shall be approved on a first-come, first served basis. In the event that requests for the same period of Educational Leave are received on the same day, the Battalion Chief shall award leave to the

Employee with the most departmental seniority first.

For staffing purposes only, Educational Leave shall be treated as Annual Leave and approved according to the guidelines established in Article 302 - Annual Leave Accrual and Use under the "Vacation Selection" and "Annual Leave/Personal Holiday Time Use" headings:

The Employer shall ask the employee to present proof of their enrollment in classes (i.e., a course schedule) for which they are requesting Educational Leave.

Employees who enroll in such classes are required to have such proof available prior to requesting Educational Leave.

### **ARTICLE 312-FAMILY MEDICAL LEAVE ACT**

The Employer and Union agree to follow the requirements of the current Family and Medical Leave Act with the following additions:

1. If the employee meets the requirements of the act, leave shall be paid utilizing sick leave until exhausted and then annual leave until exhausted.
2. After all leave has been exhausted, an employee can make a request for additional hours from the sick leave bank.

### **ARTICLE 313-MILITARY LEAVE**

As per section 20-4-7 NMSA Military Leave statute Military Leave for National Guard and Reserves:

"All state, county, municipal, school district and other public employees who are members of organized units of the Army or Air National Guard or Army, Air Force, Navy, Marine, or Coast Guard Reserves shall be given not to exceed fifteen working days' military leave with pay per federal fiscal year when they are ordered to duty for training, such leave to be in addition to other leave or vacation time with pay to which such employees are otherwise entitled."

On a case-by-case basis the Fire Chief upon approval of the City Manager may grant the employee additional days of paid military leave for periods of active duty or for training when he/she deems that such training or recall to duty will benefit the city by enabling that employee to better perform his/her duties required in

his/her city occupation.

Military Leave will not be considered a break in service for the purposes of promotions (Article 340) or seniority (Article 240).

#### **ARTICLE 314-HONOR GUARD/ PIPES & DRUMS**

The Employer shall grant on-duty Honor Guard and/or Pipes & Drums members Training Leave and grant off-duty members overtime when participating in an event requested by either management or The City of Santa Fe. All members shall be placed in Telestaff for staffing purposes.

The Employer agrees to grant Union Leave to on-duty members participating in an approved event not requested by management. The number of members shall not exceed eight (8) off per day. The Fire Chief may increase the number of members off at their discretion.

The Employer agrees to allow the use of the SFFD Class-A uniform to members of the Honor Guard participating in an event.

The Employer agrees to allow the use of the modified SFFD Pipes & Drums Class-A uniform to members of the Pipes & Drums band participating in an event.

The Employer agrees to allow the use of SFFD vehicles to members of the Honor Guard and/or Pipes & Drums if available.

Any member working overtime for a member of the Honor Guard and/or Pipes & Drums shall be compensated for a minimum of four (4) hours.

#### **ARTICLE 315 COURT LEAVE**

When, in accordance to a subpoena, an employee appears as a witness before a federal or state grand jury or court, or before a federal or state agency, the employee shall be entitled to leave with pay for the required period. Fees received as a witness, excluding reimbursement for travel and meals, shall be remitted to the City of Santa Fe Finance Department. In cases where employees are testifying against the City as the plaintiff or such appearances are for personal reasons, employees must use accrued annual, compensatory or personal holiday leave time.

A person shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be

remitted to the City of Santa Fe Finance Department.

An employee who is released from jury duty shall report to work upon release. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.

At the employee's option, the hours of jury or court service may be taken as annual leave, provided the employee has sufficient leave available. An employee on annual leave will keep any compensation received from the jury or court service.

### **ARTICLE 320-ANNUAL LEAVE BUY BACK**

The employer may buy back that portion of an employee's annual leave that exceeds his maximum carry over at the end of each calendar year provided the following criteria are met:

1. A maximum of one hundred twenty (120) hours can be sold back in any one year, provided the balance will remain at the maximum carryover rate at the end of each calendar year.
2. The employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year, his or her intentions to sell back the annual leave in excess of the maximum carry-over balance.
3. If sufficient City funding is available.

### **ARTICLE 321-SICK LEAVE BUY BACK**

The City may buy back sick leave on a yearly basis provided the following criteria are met:

A bargaining unit member shall have and/or maintain a minimum balance at the end of each calendar year of five hundred hours (500) if assigned to a Non-twenty-four (24) hour shift, or seven hundred hours (700) if assigned to a Twenty-four (24) hour shift position before a buy back may occur.

The member must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31, of each calendar year, their intentions to sell back sick leave.

A maximum of one hundred twenty (120) hours may be sold back in any one year, never allowing the balance to drop below the minimum.

The conversion ratio shall be one (1) hour of pay for every two (2) hours of sick leave.

If sufficient City funding is available.

## **ARTICLE 322-SICK LEAVE AT RETIREMENT**

### **Sick Leave Buy Back:**

Upon meeting all City and PERA requirements for retirement, a member may at their discretion be paid their accrued sick leave at a rate of one (1) hour for each two (2) hours of accrued leave. The rate shall be the employees' pay rate on the date of their retirement from the City.

The member exercising this option shall:

1. State in writing his/her intention to retire under this option to the Human Resources Director via the Fire Chief.

### **Sick Leave Acceleration:**

1. An employee must state in writing his/her intention to retire to the Human Resources Director via the Fire Chief; 2. An employee shall not realize any type of salary increase during the period of conversion and buy-back.
2. Should an employee change his/her mind during this period he/she shall reimburse the City for monies paid in full.
3. All employees may utilize accrued sick leave at the time of retirement for the purpose of acceleration at a rate of one (1) hour for each two (2) hours of accrued sick leave.
4. Employees with ten (10) consecutive years of service with the Santa Fe Fire Department may utilize one thousand (1000) hours of accrued sick leave at one (1) hour for one (1) hour at the time of retirement. The remaining hours shall be used at a rate of one (1) hour for each two (2) hours of accrued sick leave.

## ARTICLE 330-OVERTIME

The Employer and Union agree that all applicable Fair Labor Standards Act provisions found in Section 7(k) regarding compensation for hours worked are hereby incorporated as set forth in full. Calculations shall be based on a fourteen (14) day work period.

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

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

The Employer and Union agree that overtime shall be offered to bargaining unit members as described in this Article.

The employee's acceptance of the available overtime within the electronic staffing program commits that employee to that assignment for that given day. Unstaffed positions may be filled in advance.

When an unmanned position must be filled, the Employer shall offer members via "outbound" up to twenty-four (24) hours at a time until all shifts are filled.

Overtime lists shall be utilized in conjunction with Article 210-Staffing Levels. For the purposes of this Article, FF I and FF II shall be treated as one classification, Lieutenant and Captain shall be considered the same classification, Engineer and Shift Engineer shall be considered the same classification, and Paramedic I and Paramedic II shall be considered the same classification.

### Step 1 - Voluntary Overtime

Battalion Chiefs shall make every reasonable effort to fill all unstaffed assignments with voluntary overtime. Voluntary overtime shall be offered to members in the order they appear on the voluntary overtime list, which shall be organized as follows:

- Members within the classification of the position offered who have signed-up for overtime on the electronic staffing program, based on seniority, with the most senior member listed first.
- Members within the classification of the position offered, based on seniority with the most senior member listed first.
- Members signed-up for overtime on the electronic staffing program who

qualify for the position offered, based on seniority with the most senior member listed first.

The voluntary overtime list shall be utilized on a rotating name-by-name basis. Once an employee accepts voluntary overtime of over four (4) hours, their name shall be rotated to the bottom of the list.

### Step 2 - All Stations Page

In the event overtime from the voluntary overtime list is not available, the Employer shall request voluntary overtime from all stations via an "all stations page". When more than one member on the shift volunteers to work, the first member to volunteer shall have priority. In the event it is unclear which member accepted the overtime hours first the more senior member shall have priority

### Step 3 - Mandatory Overtime

In the event mandatory overtime is necessary, employees shall be ordered to fill vacancies that must be staffed in order to maintain minimum staffing criteria (as outlined in Article 210). Employees will be scheduled for mandatory overtime based on their appropriate classification as it appears in Telestaff. If insufficient "Tier 1" personnel are available to staff mandatory vacancies, "Tier 2" personnel shall be ordered to work. Additionally, "Tier 2" personnel shall be ordered to fill vacancies in lieu of 48-hour mandatory overtime if an insufficient amount of "Tier 1" personnel are available on the holdover list.

The mandatory overtime list shall consist of personnel scheduled to be at work the day before the unstaffed assignment must be filled and shall be organized with those employees classified in the electronic staffing program as "On-Duty" (code 001) first before other personnel. Other SFFD personnel may be utilized to fill mandatory overtime positions as necessary. The list shall be organized by classification with each employee listed in reverse seniority order. When the mandatory overtime list is used to fill an unmanned position, the name of the employee filling that position shall be rotated to the bottom of the list provided the employee filled a minimum of two (2) hours of mandatory overtime.

All affected on-duty personnel will be notified up to 168 (one-hundred sixty-eight) hours in advance prior to being ordered to fill mandatory overtime. The Employer will continue through Step 1 and Step 2 in an attempt to find voluntary overtime. Employees may be ordered to fill mandatory overtime more than (one-hundred sixty-eight) 168 hours before the affected shift in those cases where extra apparatus

will be placed in service for special events. The employee being ordered to work will be compensated at a rate of one and one-half times the employee's hourly rate per FLSA.

#### Overtime for Training/Classes

##### Mandatory Training:

Members shall be paid overtime for all Mandatory Training. Mandatory training shall be defined as that which is required for maintenance of a certification/licensure or classification, special skills, and training not specified in other areas of this contract. Mandatory training shall be compensated at a rate of one and one-half times the employee's hourly rate.

##### Voluntary Training:

Members attending classes approved by the Training Section shall receive compensation and/or be granted leave if requested and approved through the Fire Department training application procedure.

Members who attend classes that are approved and provided by the Training Section shall have those class hours considered as hours worked for the purpose of FLSA.

Leave for training will not affect FLSA compensation or overtime incurred prior to or after the conclusion of a training class.

### **ARTICLE 331 - SPECIAL SKILLS**

The employer will pay a medical special skills base rate increase in the form of a flat forty cents (\$0.40) per hour for those employees on Twenty-four (24) hour shifts and sixty cents (\$0.60) for those employees on a Non-twenty-four (24) hour shift, for all bargaining unit members who maintain any one of the following:

1. New Mexico licensed EMT Intermediate
2. New Mexico licensed EMT Paramedic not serving as a classified Firefighter/Paramedic

## ARTICLE 332-HOLIDAYS

The following Holidays are those that shall be recognized and observed as of the date this contract is executed:

1. New Year's Day, January 1 (Actual)
2. Martin Luther King's Birthday, (City observed)
3. Presidents Day, (Observed Friday after Thanksgiving)
4. Memorial Day, (City Observed)
5. Independence Day, July 4, (Actual)
6. Juneteenth (Actual)
7. Labor Day, (City Observed)
8. Fiesta, Four (4) Hours on Friday of Fiesta Weekend, (City Observed)
9. Columbus Day/Indigenous People's Day, (City Observed)
10. Armistice Day/Veteran's Day, (City Observed)
11. Thanksgiving Day, (Actual)
12. Christmas Day, (Actual)

- A. Employees who work the above holidays shall be compensated at a rate two and one-half (2.5) times their regular hourly rate.

### Use of Leave during a Holiday:

1. Employees who are scheduled to work on any of the holidays listed above utilize any type of leave for that day will be compensated for twenty-four (24) hours at their regular rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.
2. Employees who are scheduled to work on the holidays listed above and those who do use leave will not have that leave deducted from their leave balances. And will not be paid for time not worked.
3. Employees may not use a personal holiday as a form of leave on any of the above-listed holidays.

- B. Shift employees who are not scheduled to work on the above listed holidays shall be compensated for twenty-four (24) hours at their regular hourly rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.

- C. Non-24-hour employees who are not scheduled to work on the above listed

holidays shall be compensated for hours equal to their normal workday at their regular hourly rate, with the exception of Fiesta Friday when they will be compensated for four (4) hours at their regular rate.

### **ARTICLE 335-FIRE INSPECTORS DEPUTY FIRE MARSHALS STANDBY COMPENSATION**

Fire Inspectors and Deputy Fire Marshals assigned to a standby status by the Employer shall receive Twenty-four (24) hours pay at their regular base rate for each seven (7) day period. Assignments shall be in seven (7) day increments. The Fire Inspector or Deputy Fire Marshal assigned to the seven (7) day standby status may be assigned a take-home vehicle to use during the standby status.

Fire Inspectors or Deputy Fire Marshals who have completed their work shift and have gone home and then are called out to return to work shall receive a minimum of two (2) hours' pay.

Fire Inspectors and Deputy Fire Marshals assigned to a standby status by the Employer shall receive four (4) additional hours pay at their regular base rate for each holiday falling within the assigned seven (7) day period.

This Article does not apply to Fire Inspectors or Deputy Fire Marshals who are scheduled to work Twenty-four (24) hour shifts.

### **ARTICLE 336-PER DIEM**

1. Bargaining Unit members attending approved training or required to work out of town shall receive per diem as allowed by City of Santa Fe Rules and Regulations. If adequate funding is not available, members may at their discretion volunteer to attend out-of-town training without receiving per diem.
2. The Employer shall determine if the member is to receive the rate prescribed in the City Rules and Regulations or actual expenses. The Employer shall explain the reasons for its determination to the member.
3. Bargaining unit members may request a travel advance by completing the following City of Santa Fe forms:
  - a. Request for Travel Advance/Payment Reconciliation.
  - b. Travel Request for Authorization.
  - c. Purchase Voucher.
  - d. Itemized Schedule of Expenses.

The advance shall be eighty percent (80%) of the estimated amount. Remaining reimbursement shall be paid to the member within two weeks of a written request for reimbursement.

4. In order to receive advance payment, the bargaining unit member shall submit the completed forms to the Fire Department administrative office no later than fourteen (14) business days prior to the Monday of the week preceding the travel departure date.
5. Members working out of town on a deployment through the New Mexico Resources Mobilization Plan, Urban Search and Rescue, or other Emergency Management Assistance Compact are not eligible for per diem as described within this article.

## **ARTICLE 340-PROMOTIONAL POLICY**

### **SECTION 1 - INFORMATION BY POSITION**

#### **General**

- Years of service and years of experience are both a cumulative assessment
- Position Task Books have no expiration
- The "requirements for testing" are those things a member shall be due to be eligible for a testing process.
- The "qualifications for position" shall be obtained within a reasonable timeframe to perform in the position effectively once promotion has been appointed.
- If a member is offered a promotion and declines, the individual will move to the bottom of the promotional list.

#### **Firefighter I**

Years of Service: 1

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

#### **Firefighter II**

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

#### **Paramedic I**

- Years of Service: 2
- Current Position:
  - If being hired as a licensed Paramedic: Firefighter Trainee

- To be eligible for Paramedic School: Firefighter II and hold an AEMT License
- Requirements:
  - NM Paramedic License
  - Firefighter I requirements
  - Completed Paramedic Position Task Book: Task Book shall be opened a minimum of eight (8) months prior to testing, with continuous work done up until testing for Paramedic School.
- Testing Process:
  - For paramedic cadets: shall be tested throughout their academy for proficiency in Paramedic skills.
  - For members who have successfully completed all entrance requirements and been accepted to or are on a list of alternates for paramedic school: Shall consist of a practical evaluation and interview/ review panel.
- Qualifications for position: Candidates shall not be moved to the Paramedic I pay scale until they have completed all requirements for Paramedic licensure.
- In Exigent circumstances (i.e. Paramedic shortage), the “year of service” requirement may be reduced to one (1) year with approval from the LMC through a MOU.

## **Paramedic II**

- Years of Service (In Current Position): 5 (3)
- Years of Service for members hired as Paramedic Firefighter Trainee (In Current Position): 4 (3)
- Current Position: Paramedic I
- Requirements: No further requirements.
- Testing Process: There shall be no testing process.

## **Rescue Technician**

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
  - Rescue Operations
  - IFSAC Fire Apparatus: Driver (2026 on)
  - Completed Rescue Technician Position Task Book
- Testing Process: Shall include a written test, a practical evaluation, and an interview/ review panel.

- Qualifications for position: Candidates shall not be used as a Rescue Technician until they have successfully completed the following:
  - Confined Space Technician
  - Rope Rescue Technician

### **Shift Engineer**

- Years of Service: 4
- Current Position: Any recognized position.
- Requirements for testing:
  - IFSAC Fire Apparatus: Driver
  - IFSAC Fire Apparatus: Pumper
  - Completed Engineer Position Task Book
- Testing Process: Shall include a written test, a practical evaluation, and an interview/ review panel.
- The promoted employee shall successfully complete an Engineer Mentorship before working in the promoted position.

### **Engineer**

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

### **Inspector I**

- Years of Service: 4
- Requirements: No further requirements.
- Current Position: Any recognized position.
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualification for position: Candidates shall successfully complete the following within six (6) months:
  - IFSAC Fire Inspector

- Apply for ICC Inspector I
- Qualification for Position: Candidates shall successfully complete the following within one (1) year:
  - Fire Origin & Cause
  - IFSAC Fire Investigator

### **Inspector II**

- Years of Service {In Current Position}: 4 ½ ( ½ )
- Current Position: Inspector I
- Requirements:
  - IFSAC Instructor I
- Testing Process: There shall be no testing process.
- Qualification for position: Candidates shall successfully complete the following within one (1) year:
  - ICC Fire Inspector II

### **Deputy Fire Marshal**

- Years of Service (In Current Position): 8 (2)
- Current Position: Inspector II
- Requirements for Testing:
  - IFSAC Fire Officer I (2026 on)
    - Individuals promoted in 2025 shall obtain Fire Officer I before 2027
  - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
  - Q0426 – Intro to Fire and EMS Supervision and Management
  - Q0297 – Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
  - ICS 300
  - ICC Certified Fire Plans Examiner

## **Lieutenant**

- Years of Service (In Current Position): 6 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, EMS Captain, Health and Safety Captain, or Training Captain
- Requirements for testing:
  - Q0464 - ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
  - Q0426 – Intro to Fire and EMS Supervision and Management
  - Q0297 - Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
  - Rescue Operations
  - IFSAC Fire Apparatus: Driver
  - IFSAC Fire Apparatus: Pumper
  - IFSAC Instructor I
  - IFSAC Company Officer I
  - Completed Lieutenant Position Task Book
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- The promoted employee shall successfully complete a Company Officer Mentorship before working in the promoted position.
- Qualifications for position: Candidates shall successfully completed the following within one (1) year:
  - FAAARFF Active
  - ICS 300

## **Captain**

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

## **Training Captain**

- Years of Service (In Current Position): 8 (2)
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, Lieutenant, EMS Captain, Health and Safety Captain, or Captain.

- Requirements for testing:
  - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
  - Q0426 – Intro to Fire and EMS Supervision and Management
  - Q0297 -Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
  - Rescue Operations
  - IFSAC Fire Apparatus: Driver
  - IFSAC Fire Apparatus: Pumper
  - IFSAC Instructor I
  - IFSAC Company Officer I
  - Completed Training Captain Position Task Book
- Testing Process: Shall consist of a written test, a practical evaluation and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
  - ICS 300
  - IFSAC Instructor II
  - FDSOA Incident Safety Officer (2026 on)

### **Health and Safety Captain**

- Years of service (in Current Position): 8 (2)
- Paramedic I or Paramedic II, Rescue Technician, Engineer, Inspector II, Deputy Fire Marshal, Lieutenant, Captain, EMS Captain, or Training Captain.
- Requirements for testing:
  - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
  - Q0426 – Introduction to Fire and EMS Supervision and Management
  - Q0297 – Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
  - IFSAC Fire Apparatus: Driver
  - IFSAC Fire Apparatus: Pumper
  - IFSAC Instructor I
  - IFSAC Company Officer I
  - Rescue Operations

- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
  - ICS 300
  - IFSAC Instructor II
  - FDSOA Incident Safety Officer

**EMS Captain**

- Years of Service (In Current Position): 8 (2)
- Years of Service as a classified Paramedic: 3
- Current Position: Paramedic I or II, Rescue Technician, Engineer, Inspector II, Lieutenant, Captain, Health and Safety Captain, Deputy Fire Marshal, or Training Captain.
- Requirements for testing:
  - Q0464 – ICS 300 Intermediate All-Hazards NIMS ICS Review for Expanding Incidents
  - Q0426 - Introduction to Fire and EMS Supervision and Management
  - Q0297 -Awareness of Command-and-Control Decision Making at Multiple Alarm Incidents
  - IFSAC Fire Apparatus: Driver (2027 on)
  - IFSAC Fire Apparatus: Pumper (2027 on)
  - IFSAC Instructor I
  - IFSAC Company Officer I
- Testing Process: Shall consist of a written test, a practical evaluation, and an interview/ review panel.
- Qualifications for position: Candidates shall successfully complete the following within one (1) year:
  - ICS 300
  - FDSOA Incident Safety Officer
  - Must obtain and maintain FP-C or CCP-C
  - Must obtain and maintain BLS, ACLS, and PALS Provider or Instructor card

## **SECTION 2 PROMOTIONAL TESTING PROCESS**

### **Minimum Shift Complement**

Promotions will fill the following field staff positions on each shift, which shall constitute the Minimum Shift Complement:

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

As stated in Article 210, “in the event additional stations are staffed with frontline personnel or additional positions are required by law or necessity, changes to the minimum shift complement will be addressed in Labor Management Committee or negotiations. A vacancy shall be defined as a position that does not have an appropriately classified member assigned to it. Whenever a vacancy puts a shift below Minimum Shift Complement, the Fire Chief or their designee shall immediately promote personnel from an existing respective eligibility list to fill any such vacancy, or initiate scheduling of testing as described below.

### **Scheduling of Testing**

When a vacancy exists and there is no current eligibility list for that classification, the scheduling of additional promotional testing will be decided by mutual agreement of both parties in the Labor-Management Committee per Article 220. Members must have a minimum thirty (30) days’ notification in advance of any such additional testing.

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

### **Announcement**

Advertising All positions for which a testing process is required shall be advertised within the City of Santa Fe Fire Department. The announcement shall be posted and applications accepted for not less than fourteen (14) calendar days.

Following the closing date for acceptance of applications, all applications shall be reviewed by the Human Resources Department for verification that the applicant has met minimum qualifications. The Human Resources Department shall notify all applicants of their eligibility for testing after application reviews.

### **Written Test**

A written test shall be a validated multiple-choice test administered by the EMS Division, Fire Prevention, Health and Safety Division, Training Division, or independent contractor.

The candidate's test score shall be the total percentage of correct answers.

The Employer shall post a current list of reference material from which all written examination questions will be derived. If the Employer wishes to add to, amend, or remove any of the reference material utilized to generate a written examination, they must give six (6) months' notice prior to administering any such written examination.

### **Practical Evaluation**

Shall be developed and administered by the EMS Division, Fire Prevention, Health and Safety Division, Training Division, or independent contractor. ALL testing will be approved by City of Santa Fe Human Resources prior to the start of the testing process.

Practical Evaluations may include:

- Oral presentations
- Practical skills demonstrations
- Assessment centers

Candidates shall be provided with a list of skills to be evaluated at the time they are notified of their eligibility.

### **Interview/ Review Panel**

Shall consist of both management and union members. The Fire Chief shall select one (1) Assistant Chief, and one (1) Battalion Chief level position for the panel. The Union President shall select one (1) individual in the rank of the position being tested for, one (1) individual in the rank of the position being tested for or higher, and one (1) union representative. The union representative is not to evaluate/score the candidates. The union representative is to ensure transparency and fairness in the testing process.

The interview questions for Engineer, Rescue Technician, Lieutenant, and Captain shall be developed by a Battalion Chief assigned by the Assistant Chief of Operations.

The interview questions for Training Captain shall be developed by the Training Officer.

The interview questions for Paramedic School and EMS Captain shall be developed by the Medical Officer.

The interview questions for Fire Inspector I and Deputy Fire Marshal shall be developed by the Fire Marshal.

The interview questions for Health and Safety Captain shall be developed by the Health and Safety Officer.

The panel shall be limited to reviewing only the Candidate's Training File and Personnel File located at Fire Station #1.

### **Passing Score**

The minimum passing score on a written test shall be eighty (80%) with the written test being pass or fail. Candidates shall pass the written test to perform in the practical evaluation.

The minimum passing score on the total practical evaluation shall be eighty percent (80%) with the practical evaluation being pass or fail.

The minimum passing score on the interview/ review panel shall be eighty percent (80%).

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

### **Eligibility Pool**

All candidates who pass the required promotional testing shall be placed in the eligibility pool. The Fire Chief or designee shall notify all candidates that they have moved into the eligibility pool within five (5) days of receiving the results. The Eligibility Pool shall be effective until it is exhausted, or from the last day of the previous month from when it was created.

The interview/review panel shall provide a list of the top three (3) candidates in the eligibility pool after the promotion(s) have been filled.

Candidates who fail any portion of the testing process or are not recommended for promotion shall not be placed in the eligibility pool.

### **Promotions**

The Fire Chief shall utilize the eligibility pool and the recommendation from the interview/ review panel when selecting personnel for promotion and factors such as leadership style and qualities, team fit, team dynamics specialized skills, operational needs, experience, recent performance, or other job-related factors.

Promotions shall be effective no later than the first day of the first full pay period after a vacancy has occurred. The Fire Chief shall document the reasons for all final selections.

If a vacancy occurs ninety (90) days after the last interview/review panel, the Fire Chief shall utilize the eligibility pool to conduct an interview/review panel for the open vacancy as long as the eligibility pool is still active. Whenever a new vacancy occurs, and the eligibility pool is not active or expired, the Fire Chief shall conduct a new testing process.

### **Qualifying for Position**

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

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

### **Feedback**

Candidates shall be given the opportunity to review the following from the testing process:

- Written score
- Comments from the evaluators on the practical evaluation
- Comments from the interview/ review panel
- Opportunity to meet the Chiefs from the interview/ review panel and or Fire Chief

## **ARTICLE 345-INSURANCE BENEFITS**

### **Section 1 - Medical Coverage**

The employer shall continue to offer a medical coverage plan. The Employer will pay an amount equal to seventy-six- and one-half percent (76.5%) of the cost of the group medical insurance currently offered by the Employer. Insurance co-pays shall remain the same or lower unless the Group Benefits Advisory Committee for City Employees recommends that they be raised and both parties agree to such a raise.

## **Section 2 - Dental Coverage**

The Employer shall continue to offer a dental coverage plan. The Employer will pay an amount equal to sixty five percent (65%) of the cost of the group dental insurance currently offered by the Employer. If the plan is changed as a result of a new contract or provider, any change in premiums shall be equally applied to both the Employer and Employee. A representative of the Union may participate in the proposal evaluation committee if the city considers changes in the current dental programs.

## **Section 3 - Retiree Medical Coverage**

The Employer shall continue to contribute to the New Mexico Retiree Health Care Authority. Employees shall be assessed in accordance with the New Mexico Retiree Health Care Authority requirements. The Employer shall contribute in accordance with the New Mexico Retiree Health Care Authority requirements. At the time of retirement from the city, the Employee has the option to enroll in the retiree medical coverage plan.

## **Section 4 - Term Life Insurance**

The employer shall continue to provide a term life insurance plan with basic life insurance coverage of \$10,000 included as part of the medical plan and premium. The employer shall continue to offer optional supplemental term life insurance coverage offered independently of the medical coverage. The supplemental term life insurance benefit shall be based on two (2) times the employee's annual base salary with the employer paying an amount equal to sixty percent (60%) of the cost of the purchase of the group life insurance. Any percent of premium change charged by the provider shall be applied to both the employer and the employee.

## **Section 5 - Other Insurance Programs**

The employer shall continue to provide other insurance plans, such as but not limited to, universal life, long-term disability, cancer, intensive care, family life coverage, and prepaid legal. The insurance premiums shall be payroll deducted. Employees may subscribe to these plans at the rates prescribed by the insurance providers. Insurance shall be offered or continue to be offered only if at least ten percent (10%) of the employees elect to work with a particular firm.

## **Section 6 - Premium Only Plan**

The employer shall continue to provide an optional premium only plan (POP) in

which the medical premiums paid by the employee are tax deferred. The program shall comply with all IRS rules and any changes to those rules.

The Union shall participate on the Group Insurance Benefits Advisory Committee for City Employees, or any other committee formed to establish, evaluate, select, and/or recommend group insurance coverage including, but not limited to, medical, dental, or vision plans. Each Union shall participate and have one vote on such a committee.

There shall be no alterations to the plans or programs described in the sections above prior to the consideration of and recommendations made by such a committee.

#### **ARTICLE 350-WAGE/SALARY SURVEY**

The Union shall be permitted to address in person and in writing any consultant employed by the Employer for the purpose of studying and/or recommending changes to the City's classification and compensation system.

#### **ARTICLE 360-CITY OF SANTA FE PICK-UP OF EMPLOYEE PERA CONTRIBUTIONS**

The city will pick up seventy-five percent (75%) of the employee's total contribution rate.

#### **ARTICLE 361-BASE RATE ADJUSTMENT (FISCAL YEAR 2024/2025)**

Bargaining unit employees shall receive a zero (0) percent salary increase effective the first full pay period in fiscal year 2024/2025 following approval of this agreement by the City's Governing Body.

#### **ARTICLE 362-COST OF LIVING ADJUSTMENT (FISCAL YEAR 2025/2026)**

All bargaining unit members shall receive a three percent (3%) salary increase to their base salary effective the first full pay period of July 2025.

## **ARTICLE 363-TIME IN SERVICE STEP INCREASE**

### **Section 1**

Each bargaining unit member will receive a time in service increase effective at the beginning of the first pay period after reaching his or her anniversary date. This is a forward progression based on years of service of one letter grade as reflected on the Pay Plan (Article 370). Members who remain employed longer than the years accounted for in the Pay Plan shall receive a one percent (1%) time in service increase for each year they remain employed beyond the last year accounted for in the Pay Plan.

## **ARTICLE 364-PAYROLL DISCREPANCIES**

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

## ARTICLE 370- PAY PLAN


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

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

Pay Plan Effective July 5, 2025

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Position Title															
Firefighter I (F101)	21.5859	21.8017	22.0197	22.2399	22.4623	22.687	22.9138	23.143	23.3744	23.6081	23.8442	24.0827	24.3235	24.5667	24.8124
Firefighter II (F102)	22.6652	22.8919	23.1208	23.352	23.5855	23.8214	24.0596	24.3002	24.5432	24.7886	25.0365	25.2869	25.5397	25.7951	26.0531
Paramedic I (F105)	25.5843	25.8402	26.0986	26.3596	26.6232	26.8894	27.1583	27.4299	27.7042	27.9812	28.261	28.5436	28.8291	29.1174	29.4085
Paramedic II (F106)	26.6073	26.8734	27.1421	27.4136	27.6877	27.9646	28.2442	28.5267	28.8119	29.1	29.391	29.685	29.9818	30.2816	30.5844
Engineer (F103)	24.5625	24.8081	25.0562	25.3067	25.5598	25.8154	26.0736	26.3343	26.5976	26.8636	27.1322	27.4036	27.6776	27.9544	28.2339
Rescue Tech (F103)	24.5625	24.8081	25.0562	25.3067	25.5598	25.8154	26.0736	26.3343	26.5976	26.8636	27.1322	27.4036	27.6776	27.9544	28.2339
Inspector I (F104)															
Non 24hr (F104a)	34.6831	35.03	35.3803	35.7341	36.0914	36.4523	36.8169	37.185	37.5569	37.9324	38.3118	38.6949	39.0818	39.4727	39.8674
24 hr (F104b)	24.7736	25.0213	25.2716	25.5243	25.7795	26.0373	26.2977	26.5607	26.8263	27.0945	27.3655	27.6391	27.9155	28.1947	28.4766
Inspector II (F105)															
Non 24hr (F105a)	35.8181	36.1763	36.538	36.9034	37.2725	37.6452	38.0216	38.4019	38.7859	39.1737	39.5655	39.9611	40.3607	40.7643	41.172
24 hr (F105b)	25.5843	25.8402	26.0986	26.3596	26.6232	26.8894	27.1583	27.4299	27.7042	27.9812	28.261	28.5436	28.8291	29.1174	29.4085
Deputy Fire Marshall Non 24hr (F107)	40.791	41.1989	41.6109	42.027	42.4472	42.8717	43.3004	43.7334	44.1708	44.6125	45.0586	45.5092	45.9643	46.4239	46.8882
Lieutenant (F107)	29.1364	29.4277	29.722	30.0192	30.3194	30.6226	30.9289	31.2382	31.5505	31.866	32.1847	32.5065	32.8316	33.1599	33.4915
Captain (Training, Health and Safety, EMS) (F108)															
Non 24hr (F108a)	42.3299	42.7532	43.1807	43.6125	44.0486	44.4891	44.934	45.3833	45.8372	46.2955	46.7585	47.2261	47.6984	48.1753	48.6571
24 hr (F108b)	30.2356	30.538	30.8433	31.1518	31.4633	31.7779	32.0957	32.4167	32.7408	33.0682	33.3989	33.7329	34.0702	34.4109	34.755
Year	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Position Title															
Firefighter I (F101)	25.0606	25.3112	25.5643	25.8199	26.0781	26.3389	26.6023	26.8683	27.137	27.4084	27.6825	27.9593	28.2389	28.5213	28.8065
Firefighter II (F102)	26.3137	26.5768	26.8426	27.111	27.3821	27.6559	27.9325	28.2118	28.4939	28.7789	29.0667	29.3573	29.6509	29.9474	30.2469
Paramedic I (F105)	29.7026	29.9996	30.2996	30.6026	30.9086	31.2177	31.5299	31.8452	32.1636	32.4853	32.8101	33.1382	33.4696	33.8043	34.1424
Paramedic II (F106)	30.8903	31.1992	31.5112	31.8263	32.1445	32.466	32.7906	33.1186	33.4497	33.7842	34.1221	34.4633	34.8079	35.156	35.5076
Engineer (F103)	28.5162	28.8014	29.0894	29.3803	29.6741	29.9708	30.2705	30.5733	30.879	31.1878	31.4997	31.8147	32.1328	32.4541	32.7787
Rescue Tech (F103)	28.5162	28.8014	29.0894	29.3803	29.6741	29.9708	30.2705	30.5733	30.879	31.1878	31.4997	31.8147	32.1328	32.4541	32.7787
Inspector I (F104)															
Non 24hr (F104a)	40.266	40.6687	41.0754	41.4862	41.901	42.32	42.7432	43.1707	43.6024	44.0384	44.4788	44.9236	45.3728	45.8265	46.2848
24 hr (F104b)	28.7615	29.0491	29.3396	29.633	29.9293	30.2286	30.5309	30.8362	31.1445	31.456	31.7706	32.0883	32.4091	32.7332	33.0606
Inspector II (F105)															
Non 24hr (F105a)	41.5836	41.9995	42.4195	42.8437	43.2721	43.7048	44.1419	44.5833	45.0291	45.4794	45.9342	46.3935	46.8575	47.3261	47.7993
24 hr (F105b)	29.7026	29.9996	30.2996	30.6026	30.9086	31.2177	31.5299	31.8452	32.1636	32.4853	32.8101	33.1382	33.4696	33.8043	34.1424
Deputy Fire Marshall Non 24hr (F107)	47.3571	47.8307	48.309	48.7921	49.28	49.7728	50.2705	50.7732	51.281	51.7938	52.3117	52.8348	53.3632	53.8968	54.4358
Lieutenant (F107)	33.8265	34.1648	34.5064	34.8515	35.2	35.552	35.9075	36.2666	36.6292	36.9955	37.3655	37.7391	38.1165	38.4977	38.8827
Captain (Training, Health and Safety, EMS) (F108)															
Non 24hr (F108a)	49.1436	49.6351	50.1314	50.6327	51.139	51.6504	52.1669	52.6886	53.2155	53.7477	54.2851	54.828	55.3763	55.93	56.4893
24 hr (F108b)	35.1026	35.4536	35.8081	36.1662	36.5279	36.8931	37.2621	37.6347	38.011	38.3912	38.7751	39.1628	39.5544	39.95	40.3495

IN WITNESS THEREOF, the parties have signed their names and affixed the signatures of their authorized representatives this 6/18/2025.


  
Alan Webber (Jun 18, 2025 10:12 MDT)  
**Alan Webber, Mayor**

06/18/2025  
**Date**

  
Emily K. Oster  
**Emily Oster, Finance Director**

06/18/2025  
**Date**


**ATTEST:**

  
ANDREA SALAZAR (Jun 8, 2025 11:51 MDT)  
**Andrea Salazar, City Clerk**

06/18/2025  
**Date**

GB MTG 06/11/2025

**APPROVED AS TO FORM:**


  
christopher W. Ryan (Jun 2, 2025 18:09 MDT)  
**Chris Ryan, Assistant City Attorney**

06/02/2025  
**Date**

**Santa Fe Firefighters Association – IAFF Local 2059**

  
Charles Gonzales (Jun 3, 2025 09:12 MDT)  
**Charles Gonzales, President**

06/03/2025  
**Date**

  
Derrek Cowell (Jun 3, 2025 09:11 MDT)  
**Derek Cowell, Secretary**

06/03/2025  
**Date**