

# **AGREEMENT**

**BETWEEN**

**THE CITY OF RIO RANCHO**

**AND**

**RIO RANCHO FIREFIGHTER'S ASSOCIATION  
IAFF Local 4877**



Effective: September 24, 2023 through June 30, 2027

## **PREAMBLE**

THIS AGREEMENT is entered into this 21<sup>st</sup> day of September 2023, by and between the City of Rio Rancho, a municipal corporation of the State of New Mexico, hereinafter referred to as the "City", and the Rio Rancho Firefighter's Association hereinafter referred to as the "Association".

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

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## **ARTICLE 1 RIGHTS**

### **A. Association Rights**

The City recognizes the Rio Rancho Fire Fighter's Association as the exclusive bargaining unit for full-time paid, non-exempt Member of Service (MOS) of the City of Rio Rancho hired to perform various public safety duties with the Rio Rancho Fire and Rescue Department (Department) excluding those positions that are covered under other Collective Bargaining Agreements.

1. Inclusions – This Agreement specifically includes: Captains, Lieutenants, Firefighter's/EMTs, Fire Medics, Fire Engineers, and Fire Inspectors, employed by the Department. The Association may bargain for these MOS in negotiating wage rates, work hours, benefits, obligations and other conditions of employment.
2. Exclusions – This Agreement specifically excludes new hire probationary status, and supervisory, managerial and confidential positions: Fire Chief, Deputy Chiefs, Battalion Chiefs, Fire Marshals, Emergency Program Manager, seasonal MOS, temporary MOS, contract MOS, part-time MOS and term MOS; and other such employment positions as the parties shall agree to be excluded under this Agreement.
3. Position Changes
  - a. When the City creates a new position within the Department that is not currently classified or changes the classification of a current position Human Resources shall notify the Association in writing.
  - b. The Association shall have the option to notify the City in writing within five working days after receipt of notification by the City in 3a, above, that it intends to re-open the agreement for the purpose of negotiating the impact of the new position or change in classification on the terms and conditions of this agreement. The City and Association shall thereafter re-open negotiations solely for such purpose. Failure of the Association to notify the City within this specified period shall constitute a waiver of the right to dispute the status.

### **B. City Rights**

The City, in accordance with the applicable statutes, rules and regulations, except as expressly limited, altered or modified by provisions of this Agreement, or appendices hereto or subsequent modifications by written instrument signed by the parties retains the exclusive right and authority as specified below. Such written instrument shall specifically identify and refer to the particular ARTICLE and subsection of this Agreement addressed therein. It is the parties' duty to meet and confer over mandatory subjects of bargaining.

1. Maintain the efficiency of government operations entrusted to it by law; determine the mission of City government; determine the resources to be allocated to accomplish the mission and goals of the Department as a unit of City government; determine the methods, means, and personnel by which its operations and the operation of the Department are to be conducted; act in furtherance of all other duties and responsibilities imposed upon it by the Constitution, federal and state statutes, ordinances and administrative regulations; determine the location and operation of its facilities; take all such actions necessary to maintain such service; and
2. Direct employees, establish and enforce reasonable rules and regulations governing the conduct and safety of its employees; establish schedules and take other such actions

necessary to carry out the functions entrusted to, or imposed upon, it and the Department by law; hire, promote, transfer, assign, and retain employees in positions; suspend, demote, dismiss and otherwise discipline employees for just cause as defined by PEBA; layoff or otherwise relieve employees from duty due to lack of appropriated funding; determine qualifications for, select and hire supervisory personnel; determine the qualifications for, select and hire new employees; determine the qualifications and select employees for promotion and transfer; determine the number and arrangement of work schedules, shifts and starting and stopping times thereof; evaluate, test and provide for the examination of employees and applicants for employment to determine their fitness and suitability for duty and employment; and determine and implement all policies, procedures and standards not otherwise restricted, limited or prohibited by the specific provisions of this Agreement; and

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

## **ARTICLE 2 MEMBERSHIP**

### **A. Association Dues**

For each non-probationary MOS signed authorization, the City shall deduct from payroll distribution membership dues levied by the Association for twenty-four (24) pay periods each calendar year, concurrent with the same schedule by which the City deducts employees' health benefits.

The City shall make withdrawals of Association dues from an MOS's wages without cost to the MOS or the Association. All Association dues shall be forwarded to the Association within ten days of withdrawal.

The Association shall pay for the defense of and hold the City harmless on any and all issues pertaining to Association dues.

### **B. Dues Suspended or Terminated**

Upon signed authorization by the MOS and an Association board member, when a member in good standing with the Association is in a non-pay status, approved for continuous leave under the Family Medical Leave Act, approved for continuous leave as a result of an approved Workers' Compensation claim, or when an MOS is called to active military duty for an entire pay period, no dues deduction shall be made. In any pay period, when net wages are not sufficient to cover the full withholdings, no deductions shall be made. In this regard all other legal and required deductions shall have priority. To reinstate dues deductions following any of the above qualifying events, a signed authorization by the MOS must be submitted to the City.

A member may terminate Association membership, by notifying the Association and the City of their intention by means of a signed cancellation, to be submitted to Human Resources. The member must give a minimum of ten days' notice to the City of such intention.

In the event that the Association members vote to increase dues, the Association will notify the City in writing at least 30 days prior to the effective date for the dues increase, which will cover all Association members rather than submitting new authorizations for each member.

### **ARTICLE 3 ALLOCATED MEETING TIME**

#### **A. Association Negotiation Team**

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

#### **B. Authorized Representatives Compensated Time**

1. The City recognizes the President, Vice President, Secretary, Treasurer, Trustee, and seven stewards as authorized representatives for the Association. Upon appointment of authorized representatives, the Association shall send written notice of all named representatives to the Fire Department Director/Chief and the Human Resources Director.
2. It is recognized that it will be necessary for Association activities to be carried on during working hours. Stewards shall be allowed to utilize on-duty time (regular hours worked), not to exceed two hours per week per representative, to process complaints and disputes. When such time is used, the Steward shall enter comments in the time reporting system reflecting the duration and general nature of time. A steward shall not be allowed time off with pay to investigate their own grievance.
3. If an on-duty steward is unavailable, or a conflict exists with an on-duty steward, an off-duty steward shall be compensated, not to exceed two hours per week, for processing complaints and disputes. In such cases, those off-duty stewards shall be allowed to utilize Fire Union (FE) time.
4. The President and Vice President shall be allowed up to a cumulative total of thirty (30) hours per pay period to administer provisions of this Agreement (excluding time spent in Labor Management Committee meetings, Negotiations, and collective bargaining). When such time is utilized while on-duty, it shall be considered regular hours worked and tracked by entering comments in the time reporting system reflecting the duration and general nature of time. When time is spent off-duty, the time shall be recorded in payroll software as Fire Union (FE) code and paid at time and one-half. This time shall not accumulate beyond each pay period.
5. Authorized representatives shall be compensated for time spent in Labor Management Committee meetings, Negotiations, collective bargaining, and any arrangements called or agreed to by the City requiring association representation concerning business matters. Authorized representatives shall utilize on-duty time (regular hours worked) while participating in such activities during a normal scheduled shift, and shall utilize Fire Union (FE) time when participating in such activities while off-duty.
6. Authorized Representatives shall accurately document all compensable association time in a way historically used for timekeeping purposes.
7. All hours documented under this article shall only be for use within that pay period and shall not accrue or be combined with other hours allowed during subsequent or previous pay periods.

8. At the request of the recognized representative, the City will agree to release the on-duty MOS for a reasonable amount of time from the MOS' work duties for the investigation and processing of complaints and disputes, participation in Labor Management Committee meetings, Negotiations, collective bargaining, and any arrangements called or agreed to by the City requiring association representation concerning business matters, provided that such time does not significantly interfere with the operations of the City. This work shall not be compensated beyond standard on-duty pay. The City shall not unreasonably deny these requests.
9. There are Association activities such as posting notices, etc. which only require minimal periods of time. Where such actions are reasonably to be performed during working hours, they may be done without loss of pay to the recognized representative involved, providing the activities do not interfere with the operations of the City.
10. On-duty MOS shall be permitted to attend regularly scheduled, monthly Association meetings, provided that such time does not interfere with the operations of the City and at the discretion of the on-duty Battalion Chief, or designee.
11. Upon at least one-month notification, the City shall allow designated members of the Association on special duty projects to attend as official delegates, Association's conventions or conferences to the extent that such special duty does not interfere with the operations of the City. However, the total time for all such leave will not exceed two hundred forty (240) hours per contract year. The Association will provide written notice documenting the name(s) of MOS attending the special duty projects and the dates they are scheduled to attend.

**ARTICLE 4**  
**WORK SCHEDULES AND PAY PERIOD**

**A. Definitions**

1. FLSA – Fair Labor Standard Act
2. Overtime – Time worked which is more than an MOS's scheduled work time.
3. RDO – Regular Day Off
4. Recall – When an MOS is required to work on their time off.
5. Straight Time – An MOS's normal, base hourly rate.
6. Time and One-Half – When an MOS works beyond the FLSA threshold, the MOS shall be compensated at a rate of one and one-half times their hourly rate.

Job descriptions for each authorized position will be kept on file in Human Resources. When posting lateral positions with additional or different job functions, the posting shall contain the additional or different functions. A copy of the posting will be kept on file in Human Resources.

**B. Fire Inspections/Administrative/EMS Training Division (40 hours per week)**

1. Workday – MOS assigned to Fire Administration or Fire Prevention, shall work a schedule of 40 hours per work week.
2. Workweek – A normal scheduled workweek shall consist of either four or five days and total 40 hours, however, under Section 207(k) of the Fair Labor Standards Act, the City shall not be required to pay the overtime rate of pay (time and one half) for these MOS until such MOS has worked 40 hours. The work week will begin on a Monday at 0000 hours and end seven consecutive 24-hour periods later.
3. Work Shift – Changes to the MOS's schedule may be made with the written approval of the MOS and the supervisor, with notification to the Chief.
4. Pay Period – The pay period for a 40 hour a week MOS shall be two consecutive workweeks.
5. PTO Time – PTO scheduled, and approved, five days or more before the start of the shift (Scheduled PTO) shall count as time worked for the purposes of scheduled overtime. PTO requested less than five (5) days before the first day of the scheduled shift (unscheduled PTO) shall count as time worked for the purposes of overtime.
6. Employees will not be placed "On Call/ Stand-By" while on leave/ PTO.
7. FMO Division On Call/Stand-By – When an MOS is off duty but expected to be available to respond if paged out or recalled, MOS shall be compensated at (one) 1 hour of Compensatory Time per day. No more than one (1) comp time hour shall be allowed per day for the FMO Division (maximum of 365 hours each year for entire FMO Division). The Department shall assess the public safety needs, based on available staffing levels, occurrence of calls for service, and MOS shall be scheduled for work consistent with that assessment and this Agreement. Work schedules include any mandatory appearance to perform essential job functions noted in the MOS' job description.

**C. Fire/Rescue Department MOS working 48 hours on and 96 hours off schedule (48/96)**

1. There will be three shifts: "A", "B", "C", which will have a similar complement of MOS assigned to each. Work Period (28 days)
  - a. The start time for the 48/96 hour work period will be 0700 hours and end 48 consecutive hours later.
  - b. MOS assigned to the Fire/Rescue Division, other than those assigned to administrative duties as indicated above, shall work a normal schedule of 48 consecutive hours then be off for 96 consecutive hours. This cycle will then repeat itself.
  - c. FLSA regulations state that the maximum work hours for straight time on a 28 day work period is 212 hours. After 212 hours, MOS shall be compensated at a rate of time and one half of their hourly rate.
  - d. MOS will be paid for actual hours worked during the work period. Approved PTO time (scheduled and unscheduled) shall count as time worked.
  - e. There will be thirteen 28-day work periods per year. Each work period will consist of two pay periods, Pay Period Part 1 and Pay Period Part 2.
    - i. Pay Period Part 1 will be paid as 106 hours straight time;
    - ii. Pay Period Part 2 will consist of the remaining FLSA hours worked. Hours worked over the FLSA threshold will be compensated at time and one half of MOS hourly rate. Any hours worked outside of the scheduled hours will be compensated as overtime at time and one half of MOS hourly rate.
2. Pay Period
  - a. The pay period for 48/96 MOS will be 14 consecutive days to begin on Sunday at 0700 and end 14 days later.
  - b. Holidays will officially begin at 0700 hours and continue for the next 24 hours.
  - c. When an MOS works Chief's OT and/or holidays, compensation for these hours will be paid during the Pay Period in which it occurs.
3. Benefit Time Usage: Benefit time, such as funeral leave, military leave, etc., may only be used to bring an MOS's time up to the time that they would have been normally scheduled to work in a 28 day work period.

**D. PTO When Transferring Divisions**

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

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

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

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

**ARTICLE 5**  
**REGULAR OVERTIME AND COMPENSATORY TIME**

Fair Labor Standards Act (FLSA) – MOS under this Agreement shall be paid time and one half or permitted to accrue compensatory time in conformance with the FLSA for overtime hours worked.

**A. Regular Overtime**

Regular Overtime is compensable department work in excess of the time an MOS is normally scheduled to work in a single work period. The appropriate supervisor shall approve all regular overtime prior to an MOS performing the work.

MOS in the Fire/ Rescue Department rate of pay shall be at straight time for all normally scheduled hours of work under the FLSA threshold. Any hours over the FLSA threshold will be paid at time and one half. Any hours worked outside of the normally scheduled hours will be paid as overtime at the rate of time and one half.

Overtime shall be calculated by the workweek (40 hour a week MOS) or work period (48/96 MOS) as indicated above and Article 4. Any hours worked over the FLSA threshold will be considered overtime as outlined in Article 4, except in cases where MOS takes unscheduled PTO and also works an unscheduled OT shift during the same pay period. In such cases, the MOS will be compensated at straight time for the same number of hours for which unscheduled PTO was utilized and any remaining unscheduled OT hours worked will be paid at time and one-half (ex. If an MOS takes 10 hours of unscheduled PTO and works a 24-hour unscheduled OT shift, the MOS will be compensated for unscheduled OT at 10 hours of straight time and 14 hours at time and one-half).

An MOS's work schedule may be adjusted to avoid accumulating more than an MOS's regularly scheduled time in a work period in the following circumstances:

1. When an MOS's work schedule changes and the MOS is given a minimum of two weeks' notice;
2. When an MOS and their supervisor mutually agree that the time will be adjusted, or;
3. When an MOS is approved and scheduled for training and the training does not coincide with the MOS's work schedule and the MOS is given a minimum of two weeks' notice.

**B. Procedures for Overtime and Recall for Firefighters/EMTs MOS**

When minimum staffing is compromised and to ensure that MOS have an equal opportunity for overtime, MOS will be called to duty by the use of scheduling software. MOS shall be offered overtime on a rotating basis. The Association shall be authorized to inspect the software records. Qualified non-exempt MOS will have the first opportunity to participate in overtime, unless an exempt MOS is required.

**C. Compensatory Time**

1. MOS shall submit a compensatory time request form to document their intent to accumulate compensatory time in lieu of paid overtime and submit it through the chain of command to the Fire Chief (or designee) for approval. The approved method will remain in effect until a new request is submitted and approved to the contrary.

2. MOS may use their accumulated compensatory time as time off with pay when approved by their supervisor according to department rules and regulations. However, time off shall not be approved when it unduly disrupts the normal operations of the City.
3. All accrued Compensatory Time will be paid out in a lump sum annually on the last paycheck in June of the fiscal year, subject to availability of funds. All accrued Compensatory Time shall also be paid out prior to any non-temporary pay change. In both cases, the Compensatory Time balance shall be paid out at the hourly rate of pay for which the balance was earned.

MOS may submit requests for emergency compensatory payout at any time, justifying their requests. These situations are evaluated on a case-by-case basis, must be approved by the Fire Chief and HR Director, and are subject to the availability of funds.

On an incidental basis, and for exceptional reasons, MOS may also submit a written request for City Manager consideration to retain a Compensatory Time balance and forego automatic payout when there is a non-temporary pay change. Such exceptions must be requested and approved in advance of the effective pay change.

## **ARTICLE 6 TRAINING**

### **A. In-Service Training**

The City shall provide in-service training for MOS designed to maintain the appropriate standard of performance and to increase MOS's skills. Authorizing mandatory attendance at training courses shall be the responsibility of the Fire Chief, or their designee. Decisions to authorize or deny attendance at training courses shall be based on one or more of the following:

1. The effect the absence of the MOS will have on the Department's operations and its ability to continue to provide the services and perform the functions for which it is responsible;
2. The relationship of the subject of the training to the function performed by the MOS in the Department, and the MOS's professional development;
3. Financing the request of the MOS that is in the best interest of the Department and the City.

Approved training time shall be considered as time worked and be compensated. The City shall provide basic, remedial, refresher training, and all continuing education to MOS in the Department at the City's expense if it is required as a condition of employment to maintain basic certification standards and licenses, or required to perform on a specialty team.

### **B. Optional Training**

1. MOS must present an application for training through their chain-of-command within 45 calendar days prior to the scheduled training dates. Approval of the training must include the following considerations:
  - a. Potential budgetary impact to Department and City;
  - b. Availability of staffing on the day/days of the training to cover MOS' duty (if applicable);
  - c. Affect that training will have on Department operations during the MOS' absence from duty;
  - d. If the training will have a direct benefit to the Department, the City, and the MOS.

The Department shall respond to an MOS's request to attend training within 30 calendar days prior to the scheduled training dates.

2. Additionally, the Training Division shall schedule and post training activities. Training may occur as direct delivery in classroom, on drill field or on location, distance via web-based system or off-site. There are three ways training expenses might be paid:
  - a. By the City with expenditure for travel, meals, lodging, registration and other costs included annually within the City budget.
  - b. By other public or private agencies. MOS may receive approval for training expenditures by grants from other governments, private organizations or professional organizations.
  - c. By the individual MOS. At the discretion of the Fire Chief, an MOS may be permitted time off from work, at full salary, to attend training, when such training is in the best interest of the Department.
3. Members shall be compensated in accordance with the City's approved per diem and mileage and use of personal vehicle policy when MOS attends Department approved training.

MOS attending mandatory training approved by the Fire Chief shall be compensated for normally scheduled work day not to exceed their normally scheduled work week.

When attending training on a regularly scheduled work day, and when feasible to do so, MOS shall return to work to finish their duty day.

MOS attending non-mandatory approved training may have their normal duty shift flexed to accommodate the training, attend training during their normal duty shift, or shall be compensated with commensurate compensatory time for each hour of scheduled class. Once training has been approved, the class schedule constitutes an amendment to the MOS's work schedule.

When attending training on a regularly scheduled work day, and when feasible to do so, MOS shall return to work to finish their duty day.

When attending training that is scheduled for less than the MOS's regularly scheduled work week, the MOS will return to work to finish the work week or use PTO.

MOS shall not be compensated for per diem when such training has included provisions for accommodations, such as meals and lodging (For example NFA, EMI, etc.).

MOS shall not be compensated for any type of homework which is part of classroom studies. However, if the instructor includes in-class time for the MOS to conduct homework, that time will be compensable provided that it is not overtime, and the homework is conducted at the place of training or at a Department approved facility approved by the MOS's supervisor.

### **C. Certifications**

Upon the receipt of any advanced training certification, MOS shall forward a copy to the Training Division and to the MOS' "evaluation file" with their shift supervisor (Battalion Chief). MOS should maintain a personal training file, including licenses and certificates, for all job related training, and the MOS shall be responsible to ensure that all their licenses and certifications are current.

1. The Department's Training Division shall track and notify, on an annual basis, those MOS whose licenses are due to expire.
2. The Association recognizes the value of advanced training to the individual and the cost to the City. In such situations, private contracts between MOS and the City shall be agreed upon prior to the start of advanced training. The private contract must include the following elements:
  - a. total cost of the program;
  - b. total amount to be repaid by MOS;
  - c. duration of the contract;
  - d. the time and financial commitment to the MOS, and;
  - e. the consequences of default if the MOS fails to fulfill their obligation
3. All pages of the contract must be completely filled out and each page either initialed or signed by the MOS.
4. The Department shall notify the Association when an MOS enters into a training contract.

5. Training contracts may be used for non-paramedic training if the Association and City agree in writing prior to entering the private contract.

## **ARTICLE 7 HOLIDAY AND PTO PAY**

### **A. Holiday**

The following holidays shall be recognized each year.

New Year's Day

Martin Luther King, Jr. Day

Memorial Day

Juneteenth

\*Independence Day

Labor Day

Indigenous Peoples' Day

Veterans Day

Thanksgiving Day

The Day after Thanksgiving

Christmas Eve

Christmas Day

MOS assigned to work a 48-hours-on and 96-hours-off schedule (48/96) at the time they work on the actual holiday date, as scheduled, shall be compensated at time and one-half for all time worked on that actual holiday date. MOS who are not scheduled to work on the actual holiday date and who are called into work on the actual holiday date shall be compensated at double time for all time worked on that actual holiday date.

All MOS who work on an actual holiday date shall document and verify their time worked on that date in the City's time keeping system, ensuring to specify the actual hours worked on that actual holiday date; and thereby, they shall be compensated at time and one-half time their normal rate for the hours worked (holiday pay). MOS assigned to work a 48/96 schedule shall be compensated only at their regular rate of pay and shall not be compensated at time and one-half for any time worked on any City-observed holiday.

MOS assigned to work an administration schedule (40 hours per week) shall adhere to the City's Observed Holiday schedule as approved by the Governing Body for the above listed holidays and those MOS shall have those observed holiday dates off (actual date or Governing Body approved alternative observed date(s), as applicable) from work. Administration schedule MOS will be paid for the holiday with straight time of eight or ten hours (dependent on MOS's normal work day schedule). If MOS are not scheduled to work on the City Observed Holiday (actual date or Governing Body approved alternative observed date(s), as applicable), they shall consult their chain of command to arrange to flex their schedule to take a "floating holiday" (or "floating holidays") within the same work week as the City Observed Holiday(s). Cumulative time for that work week will be a minimum of 40 hours.

Administration MOS may be required to work some holidays (actual or Governing Body approved alternative observed date(s), as applicable) based on the needs of the department.

Subject to Fire Chief's advance approval, MOS may volunteer to work on an actual or observed holiday to ensure minimum staffing when a clear and demonstrable need arises. In such cases, Administrative MOS shall be compensated at the normal rate of minimum staffing for all time worked on the actual holiday. Alternatively, if an Administrative MOS is approved to work on an observed holiday for minimum staffing, the MOS shall be compensated at straight time until 40 PERA eligible hours have been completed (regular, PTO and admin holiday hours) plus the normal rate of minimum staffing for all time worked in excess of 40 hours and one-half times their normal rate for all hours worked on the holiday (holiday pay). Thus, in such instance, those MOS shall forfeit the straight time of observed holiday pay on that day. MOS shall not receive compensation for more than the total number of holidays approved by the Governing Body each year under any circumstance.

It is expected that all FMO MOS will work July 4th unless otherwise approved for leave.

In filling routine requirements during holidays, MOS with the most classification seniority, at the MOS request, may be granted the day off provided that the shift does not drop below minimum staffing levels. The department shall follow established procedure of bidding for PTO time annually. Classification Department seniority will be used to determine approval if more than one person submit requests at the same time.

#### **B. Paid Time-Off (PTO)**

1. The cap on accrued PTO shall be 1376 hours for 40-hr administration MOS, and the cap for Fire/Rescue MOS working the 48/96 shall be 1747. An MOS approaching the cap limit will present a plan to get below limits and to address future overages, to the Chief at least three months prior to the end of the fiscal year.
2. PTO shall accrue from an MOS's date of hire and be credited for each bi-weekly pay period as follows:
  - Fire/Rescue Personnel Working 40 hour per week Schedule
    - a. Date of hire through three years – 176 hours per year
    - b. Fourth through tenth years – 216 hours per year
    - c. Eleventh year through fifteen years – 256 hours per year
    - d. Sixteenth Year and above – 296 hours per year
  - Fire/Rescue Personnel Working 48/96 Schedule
    - a. Date of hire through three years – 232 hours per year
    - b. Fourth through tenth years – 285 hours per year
    - c. Eleventh year through fifteen years – 338 hours per year
    - d. Sixteenth Year and above – 391 hours per year
3. Fire Rescue MOS who are reassigned, in training or are on limited duty assignment constituting a forty-hour work week will have their PTO accrual adjusted to reflect the forty-hour work week. The adjustment will occur the following pay period after the reassignment or limited duty assignment has encompassed an entire pay period, and will remain in effect until the completion of the reassignment, training or limited duty.
4. PTO will be scheduled or used on not less than one-hour increments.
5. Upon separation from employment for any reason, the MOS shall be paid for all unused PTO up to the maximum of 1000 hours for 40-hr administration MOS and a maximum of 1400 hours for 48/96 MOS.

6. Once an MOS has announced their intent to retire from the City under PERA, they may choose to go onto terminal leave for up to 3 continuous months preceding their official retirement date. Upon commencement of terminal leave, PERA Enhancement Pay and future leave accruals stop and the PTO balance shall be reduced to the maximum separation threshold. MOS may then use available PTO for a maximum of 3 months total time while remaining on the books as a City employee. Any existing accrual balances remaining after terminal leave has ended will be paid out on the employees' final paycheck.

### **C. Donation of PTO and Compensation Time**

PTO and compensatory time may be donated to other MOS in need due to medical necessity.

#### **1. Eligibility of Donated Leave:**

- a. MOS must have been employed with the City for a minimum of 12 cumulative months.
- b. Donated leave shall only be donated to MOS who are approved by Human Resources for protected leave under the Family and Medical Leave Act.
- c. Qualifying MOS who have exhausted their personal PTO and comp time balances may receive donated leave up to the maximum number of FMLA hours for which they were approved.

#### **2. Procedures for Donated Leave:**

- a. An eligible MOS may request a donation of leave by submitting a written request to the department director (Fire Chief) which shall include:
  - i. The name and rate of pay of the proposed recipient;
  - ii. The reason for the donated leave request; and
  - iii. The anticipated amount of donated leave the recipient will require.
- b. The department director (Fire Chief) will review the request and determine whether the requesting MOS meets the eligibility criteria. If the department director approves the request, the department director will submit the request for leave donation to the Human Resources Department for approval.
- c. The Human Resources Department will review the request and ensure the request is supported with an approved FMLA claim. If approved, leave donations will be solicited by the department for a maximum period of two (2) weeks.
- d. The department director will coordinate, with Human Resources, the transfer of donated hours, provided that employees donating leave have a sufficient number of accrued hours at the time of transfer.

#### **3. Conditions of Donated Leave:**

- a. MOS donating PTO must have more than 400 hours of PTO in their personal balances, and donating employees cannot drop below 240 hours of PTO as a result of donations. Employees with any balance of compensatory time can donate available hours.
- b. Donated leave will be converted to a dollar value and then converted to hours based on the recipient's hourly rate.

- c. Donated leave may be solicited only one (1) time per medical event. However, MOS may donate outside of the solicitation period so long as all other requirements are met.
- d. The recipient of donated leave shall not accrue PTO while on donated leave status.
- e. Any unused hours at the end of the certified FMLA leave will be returned to donors on a pro-rated basis.

## **ARTICLE 8 SENIORITY**

The City shall establish and maintain two seniority lists, Department Seniority and Promotional Seniority. Both seniority lists shall be updated July 1<sup>st</sup> of each year and on that date posted in the Department. A copy of the two lists as posted shall be provided to the Association upon request. Any objections to the seniority lists as posted shall be reported to the Fire Chief, or designee, within ten calendar days of the posting. Thereafter the list shall be deemed correct and MOS shall not be permitted to question the lists as posted.

### **A. Department Seniority**

Department Seniority shall begin upon an MOS's date of hire within the Department and continue to accumulate during the length of uninterrupted service. Department shall follow a revolving list for filling overtime assignments, which list was originally based on Department Seniority. All new and recently promoted MOS shall be placed at the bottom of this revolving list. A change in EMS licensure does not change Department Seniority.

### **B. Promotional Seniority**

Promotional seniority for higher ranking positions will begin on the most recent date of appointment to such position. Ties in seniority will be determined by total test score, then by Department seniority. Promotional Seniority will be used for shift bid and annual PTO bid.

When an MOS has served in a temporary promotion capacity for a continuous period of time (with no break in service) before permanently promoting into the same classification, the MOS shall be credited with total service time (for career progression purposes) beginning on the start date of the temporary promotion.

### **C. Seniority Procedures**

#### **1. Downgrades in Position**

When an MOS is downgraded into another job classification, the MOS's seniority will include all time in the higher job classification. Time served in a higher job classification shall be considered when calculating seniority in a lower job classification.

#### **2. Ties in Seniority**

Ties in Department Seniority shall be broken by total length of service with the City (date of hire). Ties in Classification Seniority for cadets shall first be determined by Department seniority, then by overall academy class standing.

#### **3. An MOS shall forfeit seniority rights only for the following reasons:**

- a. The employee resigned.
- b. The MOS fails to report after layoff within the requisite time set forth in the notice of recall. Exceptions to this may be made by the City on the grounds of good cause for failure to notify or report.
- c. New hire probation extension, or mandatory disciplinary extension shall lose their department seniority and go to the bottom of their academy class.

#### **4. When an MOS is suspended or dismissed and later reinstated, they shall not lose any seniority credit for any period of actual service. If, however, the MOS has been separated from service by resignation or discharge for cause and is again employed, the MOS shall not receive any seniority credit for service rendered prior to this separation from service unless reinstated after a grievance.**

## **ARTICLE 9 CORRECTIVE AND DISCIPLINARY ACTION**

To promote safe, harmonious, fair, and efficient operations of Rio Rancho Fire Rescue, corrective action and discipline, if possible, shall be accomplished in a constructive, progressive manner to rehabilitate and correct an MOS's conduct or performance. RRFR's goal is to provide an environment that promotes employment continuity and minimizes involuntary terminations, recognizing there are times when performance and/or conduct may require some form of corrective or disciplinary action. MOS must only be issued corrective or disciplinary action for just cause. These actions include verbal counseling, written warnings, written reprimands, suspensions, demotions, terminations or any other actions of a disciplinary nature that affect the property interest of an MOS. Progressive actions may not be afforded to probationary personnel or in cases of severe breaches of conduct or policy. Supervisors shall consider the following factors when determining the proper course of disciplinary actions: seriousness of the offense, member's past history with the department, and past practice of Rio Rancho Fire Rescue in dealing with similar offenses.

### **A. Definitions**

#### **1. Employee Files**

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

2. **Corrective Action** – Shall include employee training, coaching, performance improvement plan, verbal counseling, or written warnings administered by Captain and above; or written reprimands issued by Battalion Chief and above Corrective Action allows the supervisor to provide the employee with an understanding of the problem, seek input or response to the concerns, and determine an action plan to achieve satisfactory performance or conduct. The supervisor should keep notes of the counseling session for future reference

and guidance. The purpose of corrective action is to provide the MOS an opportunity to improve his/her behavior or performance and conform to Department standards and expectations.

- a. Verbal Counseling – Notes or records shall be placed in the employee's annual evaluation file for the period of one-year; however, the contents of the action will not be used in the progressive discipline process after six-(6) months of being placed in file.
  - b. Written Warning – Should be placed in the employee's annual evaluation file for the period of one-year; however, the contents of the action will not be used in the progressive discipline process after twelve (12) months of being placed in file.
  - c. Written Reprimands – Can only be issued by Battalion Chief and above, and should be discussed by the supervisor and Executive Management prior to administration of the action. Documentation describes the problem, previous or related conversations or actions (if applicable), and behavior required to correct the problem; signed by the employee (to acknowledge receipt of document), supervisor, and Executive Management; sent to employee's personnel file, located in the City's Human Resources Department. The action will remain in the employee's personnel file permanently, but will only be used for progressive discipline purposes for a period of one-(1) year after placement. The employee's written response will be attached (if applicable).
3. Disciplinary Action – Administrative sanctions, which include suspension, demotion, or termination, or any action affecting an MOS's property interest. These decisions are made at the Executive Management level only. It is understood that demotions and terminations be performed in conjunction with notification and cooperation of City Administration and Human Resources Department. All records of Administrative sanctions shall remain in the employee's personnel file permanently. In general, however, Administrative sanctions taken against an MOS shall not be used against an MOS to reference future discipline after one-(1) year of being placed in the file, and for promotional opportunities after a period of two-(2) years.

It is the goal of the discipline process to handle allegations at the lowest level. It is therefore the intent to have Battalion Chiefs perform an initial Supervisory Investigation to determine if the allegation and/or complaint has merit. If it is determined that merit exists, a Professional Standards Investigation shall be initiated.

No Supervisor shall be ordered to take corrective or disciplinary action against a subordinate. In the event that two supervisors disagree on the proper action, the decision to take action shall be made at the Executive Officer level.

## **B. Representation**

MOS shall be permitted to have an association member of their choice appear with them during meetings when an individual or incident is being investigated and the member believes the investigation may result in corrective action, disciplinary action, or administrative sanctions. The following conditions must be met to have representation at such meetings:

1. An examination (asking questions) is occurring in connection with an investigation of an MOS;
2. The employee reasonably believes that the examination may result in disciplinary action;

3. The employee requests Association representation.

If all conditions are met, the supervisor, investigator, or City representative will either stop questioning until the representative arrives, cancel the investigative meeting, or continue with the meeting if the employee chooses to waive representation.

During the questioning, the representative may interrupt to clarify a question or object to questioning outside the scope of the investigation. While the interview is in progress, the representative may not tell the employee what to say but may advise them on how to answer a question. At the end of the interview the Association representative may add information to support the employee's case.

An employee who has a question about the purpose of a meeting is encouraged to ask the supervisor, investigator, or City representative to explain the purpose of the meeting. Employees who have questions about their right to representation are encouraged to contact an Association representative or a Human Resources Department representative.

If an accused MOS becomes a disputant under Article 12 of this contract, the disputant may be accompanied by a representative of their choice. The disputant and/or the representative shall have full rights of participation at any hearing or meeting conducted under the Formal Dispute Resolution Procedure of this agreement.

**C. Professional Standards Investigation**

To ensure that Professional Standards investigations and supervisory reviews are conducted in a manner conducive to public confidence, good order, discipline, good management practices, and recognition of individual rights, the guidelines established by the Department's Rules and Regulations – Professional Standards Investigations and Review of Alleged MOS Misconduct, or as subsequently amended with participation by the Association, shall be followed. Guidelines for the Department will be established with participation by the Association.

The Fire Chief (or designee) shall notify, in writing, the Association President of any pending Professional Standards investigation brought against an association member. Such notification shall not disclose any facts of the investigation or allegation, but merely the nature of the investigation or allegation. The notification shall also include any assigned investigative numbers and the name of the MOS under investigation. Information shall not be released when the nature of the investigation may jeopardize the investigation, for example, undercover investigations, in these cases the Association President shall merely be notified that there is an investigation and no other information shall be given.

A member who is the subject of a Professional Standards investigation shall be notified in writing of the pending investigation, the allegation(s), the complainant, and of their right to meet, confer, and/or acquire representation of a member of the Association. Upon written notice of an investigation, the MOS shall also be notified of their work status during the investigation (i.e. if they will remain on regular assignment, if they will be temporarily reassigned, if they will be placed on administrative leave, etc.). Management shall maintain full discretion to determine the MOS's work status during the course of the investigation which is subject to change at any time.

The employee may request a change of the assigned investigator prior to the onset of the investigation. The Fire Chief shall make the final decision of preemptive dismissal of any investigator.

## **ARTICLE 10**

### **FORMAL DISPUTE RESOLUTION PROCEDURE**

The purpose of the dispute resolution procedure is to resolve, at the lowest possible administrative level, all disputes which may arise out of the interpretation of this contract. Except as otherwise provided in Article 11 and in "The Public Employee Bargaining Act," , there shall be no other grievance or appeal procedures for MOS in the bargaining unit.

#### **A. Definitions**

1. Dispute – a formal written Grievance by a covered MOS alleging that there is a violation of this agreement (i.e.; a matter involving the enforcement, application, or interpretation of this agreement),
2. Disputant or affected MOS – a covered MOS or group of MOS, and the Association.
3. Business Day – a normal business day when City offices are open to the public and shall not include City observed holidays or other times when the City offices are not open for public business.
4. Time Limits – ten business days, or as otherwise mutually agreed to in writing by the City and the Association or MOS.
5. Representation – any individual the MOS chooses to represent them at any formal investigation, interview, or hearing.

#### **B. Procedural Steps in the Dispute Resolution Procedure**

1. Step 1 – The affected MOS may discuss the Dispute with the supervisor who initiated the action giving rise to the Dispute. This supervisor shall not consider a Dispute unless it is submitted in writing no later than ten business days after the affected MOS knew or reasonably should have known of the action, which precipitated the Dispute. The written dispute shall include the following and be issued to the appropriate supervisor with a copy to Human Resources
  - Department;
  - Job Title;
  - Disputed action or inaction;
  - Redress/remedy requested;
  - Name of the Representative; and
  - Article/section of the Contract alleged to have been violated.

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

2. Step 2 – The affected MOS shall discuss the Dispute with the Fire Chief or Designee. Written documentation of the content of the Dispute meeting is required with a copy to Human Resources. The date and time of the meeting shall be documented. The decision rendered by the Fire Chief or Designee will be documented in writing and presented to the MOS within 10 business days. The time limits for Step 3 will begin on the day following receipt of the Fire Chief or Designee decision.

3. Step 3 – If the Dispute is not resolved at the Step 2 level, the MOS/Former MOS may file a written appeal to the City Manager with a copy to Human Resources, within 10 business days requesting a dispute resolution hearing. The time limits for Step 3 will begin on the day following the meeting with the Fire Chief or his Designee. The City Manager shall meet with the MOS/Former MOS and other personnel appropriate to resolve the dispute. The City Manager shall have 10 business days starting the day following the meeting to respond to the Dispute.
4. Step 4 – Formal Dispute Resolution Procedure: All disputes, as defined above, that have not been settled at Step 2 (or Step 3 if chosen by disputant) shall, upon written appeal by the Disputant, be submitted through the arbitration procedure set forth in this Article. For the Dispute, the time limits for requesting arbitration will begin upon receipt, by the Disputant, of the Fire Chief's, Designee's, or City Manager's decision. All requests for arbitration shall be delivered to Human Resources. Once appealed, the Dispute must proceed as specified in the procedural steps listed below (Sections C.1-3 and D.1-11 below) until a final disposition is reached. All dispute resolution filings shall include the information listed below:
  - Name of the Affected MOS;
  - Department;
  - Job Title;
  - Disputed Action or Inaction;
  - Redress/Remedy Requested;
  - Name of the Representative; and
  - Article and Section of the Contract Violated.
5. The arbitration proceedings shall be conducted by an experienced labor relations arbitrator selected from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of a request for a formal dispute resolution hearing, the City and Association, jointly, shall contact the FMCS and request a panel of seven (7) arbitrators. An arbitrator shall be selected through the process of alternately striking the names of arbitrators on the panel until only one remains. The remaining name shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name.
6. The arbitrator shall render their decision including a statement of the rationale supporting the decision and may make such administrative remedies as are necessary. However, the arbitrator shall not have the power to alter, amend, add to, or subtract from the terms of this agreement. The arbitrator shall not have the authority to make an award, which includes a fine or other punitive damages or award of attorney's fees or order the Governing Body to make an appropriation. The arbitrator's decision shall be final and binding on the parties. The parties shall share the arbitrator's fees and costs equally.
7. In the event that a party raises the issue of arbitrability, this issue shall be submitted to the arbitrator selected by the parties for resolution. In a final written decision, the arbitrator shall first address the issue of arbitrability; if there is a finding that the dispute is arbitral, then the arbitrator shall rule on the merits of the case.
8. The hearing will be scheduled upon assignment of an arbitrator to the case, and a decision requested to be rendered within thirty days of the hearing. This time limit may be extended by order of the arbitrator or by agreement of both parties.

### **C. Rules of Procedure**

If the City fails to comply with the time limits, the Dispute shall be considered automatically appealed to the next level.

If the Disputant fails to comply with the time limits as set forth at any level, the dispute shall be considered resolved and not subject to further review.

With the mutual written consent of the parties, the time limits for a review of a dispute at any level may be extended for a reasonable time to allow for a fair review.

A Disputant may be accompanied, represented by a representative of their choice and have full rights of participation at any hearing or meeting conducted under the dispute resolution procedure.

No reprisal or retaliation by any party to the Dispute shall be taken against a Disputant or participant as a result of participation in the processing of a Dispute.

The steps laid out in this Article represent the complete dispute resolution procedure available to a covered MOS. A covered MOS, acting individually, may present a Dispute without the intervention of the Rio Rancho Firefighter's Association provided the Dispute has been processed in accordance with this Article. A covered MOS may not present a Dispute individually and then present the Dispute again with the intervention of the Rio Rancho Firefighter's Association. The Rio Rancho Firefighter's Association will not be responsible or assume any liability for any individual who may present a Dispute without the intervention of the Rio Rancho Firefighter's Association. The Rio Rancho Firefighter's Association may be asked to attend and participate in any Dispute meeting where an MOS presents a Dispute without the intervention of the Rio Rancho Firefighter's Association. The Disputants may not reach a settlement that contravenes this agreement.

If a Dispute affects a group of two (2) or more covered MOS or involves an action or decision by the City that has a system wide impact, the Rio Rancho Firefighter's Association may submit the Dispute on behalf of the affected MOS. If the Rio Rancho Firefighter's Association does submit such a Dispute it shall do so at Step 2 of the procedural steps of the Dispute Resolution Procedure, within the time limits as described in Step 1.

The City will furnish the Rio Rancho Firefighter's Association, upon written request, specific information that is not privileged and that is relevant to the dispute, such as time sheets, disciplinary documents, performance evaluations, etc. The arbitrator shall decide any issue of privilege or relevance. All documents related to a dispute shall be maintained as a permanent file, unless the Disputants agree to purge the record as resolution to a dispute.

Any meeting of the Dispute Resolution Procedure shall be held during normal business hours or at a time that is mutually agreed upon by the parties. Time in attendance at said meeting will be considered as time worked, except that a Disputant's time may be flexed to avoid the payment of overtime. This exception shall not apply to an authorized Association representative as set forth in Article 3. The current practice that treats time spent by MOS in internal investigation interviews as time worked for the purpose of overtime computation shall be maintained.

As a condition of employment, MOS who can offer relevant testimony will be required to appear as witnesses in dispute resolution procedures when requested by any of the Disputants and time in attendance will be considered as time worked.

The Public Employee Bargaining Act (PEBA) requires the parties to negotiate a grievance procedure culminating in final arbitration for all issues arising under this contract or any other terms and conditions of employment. The parties recognize this dispute resolution procedure is the only procedure available to employees covered by this agreement and is the exclusive remedy for the settlement of disputes pertaining to employment terms and conditions and related personnel matters pursuant to PEBA. Nothing in this section shall preclude the City or the Association from filing a prohibited practice with the Public Employee Relations Board.

**ARTICLE 11**  
**NON-ARBITRABLE COMPLAINTS**

**A. Definitions**

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

**B. Format**

Any written complaint shall include the following:

- Department
- Job Title
- Disputed action or inaction
- Redress/remedy requested
- Name of the Representative

**C. Procedure**

1. Step 1 – The affected MOS shall discuss the complaint with the supervisor who initiated the complaint. This supervisor shall not consider a complaint unless it is submitted in writing no later than ten business days after the affected MOS knew or reasonably should have known of the action that precipitated the complaint. The purpose for the MOS putting the complaint into written form is to preserve the MOS's rights for further appeals as necessary. If at this point the Complainant is unable to resolve the complaint, said complaint shall proceed to Step 2. The decision by the supervisor shall be provided in written form to the MOS. The time limits for Step 2 will begin the day after the supervisor provides written decision.
2. Step 2 – The affected MOS shall discuss the complaint with the Fire Chief or Designee. The content of the meeting including the decision shall be provided in writing to the Complainant within 10 business days. A non-arbitral complaint shall be deemed resolved upon the decision of the Fire Chief.
3. Step 3 – If there is a perceived abuse of authority and/or upon extraordinary circumstances, the City Manager may review the dispute after the Fire Chief or Designee renders a decision.

**ARTICLE 12**  
**LEGAL PROTECTION**

A. If an MOS be sued in a civil action for any allegation arising from the course and scope of their employment, the City shall defend and indemnify that MOS pursuant to the requirements of the New Mexico Tort Claims Act NMSA 1978 to 41-4-30 (as amended), and the New Mexico Civil Rights Act, NMSA 1978 §§ 41-4A-1 to 41-4A-13 (as amended).

B. The City shall not defend an employee who is a defendant in a criminal prosecution or a suspect in a criminal investigation.

C. In the event an MOS is named personally in a civil lawsuit which entails potentially punitive damages, and the MOS is not personally served with the summons and complaint, the City shall notify the MOS, in writing, personally within five days of the receipt of the summons and the complaint by the City Clerk's Office, sot that the MOS will be notified of potential litigation exposure to punitive damages.

D. If a New Mexico District Court judge or jury awards punitive damages, in a judgment against an MOS in a lawsuit naming or including the City specifically as a Respondent and, the MOS was acting fully within the course and scope of employment, the City agrees to file an appeal against that judgment.

E. For the purpose of this section and agreement, the phrase "fully within the course and scope of employment" means the lawful actions and conduct which an MOS is requested, required, or authorized to perform by the City and shall not include or entail any unlawful, improper, or illegal action or conduct.

F. Nothing herein shall have any effect on the appropriate application of any dispute under the New Mexico Tort Claims Act (§41-4-1,et.seq., NMSA 1978).

**ARTICLE 13**  
**PROMOTIONS AND TRANSFERS**

The Department shall follow Rules and Regulations 10 for Promotions and Transfer.

The parties agree that the City Work Rules and the Department Rules and Regulations 10 specifically related to promotions and transfers are conditions of employment. The Fire Chief will notify the Association President of any changes to the Rules and Regulations related to transfers and promotions prior to implementing the changes. If the Association has an issue(s) with the changes in the Rules and Regulations specifically related to promotions and transfers, the President will respond within seven (7) business days. The Fire Chief and the Association President will come to an agreement over the proposed changes.

No Rules and Regulations changes occurring within 90 days of testing shall be used for testing purposes.

**ARTICLE 14**  
**REHIRE PROCESS**

A member who has separated from the Fire Rescue Department and is eligible for rehire as determined by HR, may be eligible to return, without undergoing the Department's selection process, only when the MOS has requested consideration and is re-employed within one year of the date of separation, or as otherwise stated in this article. Upon return of MOS within one year, MOS may be eligible for promotional process after successful completion of probationary year.

Any member who separates from the Fire Rescue Department shall lose all seniority gained prior to their separation in the event the MOS is re-hired. Pay will be based on current Pay scale per Article 30.

**ARTICLE 15**  
**FIT FOR DUTY ASSESSMENT PROGRAM**

**A. Wellness and Fitness**

The department will develop a Wellness and Fitness program consistent with the IAFC/IAFF Joint Labor Management Wellness Fitness Initiative. This program shall be named Fit-for-Duty Assessment and is provided to promote overall wellbeing and required fitness standards of membership. The Fit-for-Duty Assessment Program shall consist of three parts:

1. Overall Medical Status, to include mandatory medical evaluation, mandatory physical fitness evaluation (WFI), laboratory screening, and review of medical records by certified/licensed physician.
2. Optional annual mental health visit.
3. Voluntary physical fitness assessment (Cooper's Institute Standard Evaluation).

MOS shall be required to have an annual medical evaluation based on NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments and OSHA firefighter standards, as well as participate in a physical agility test once per year as a condition of continued employment. Upon mutual agreement, Association representatives and the City shall promulgate a physical fitness program for all MOS. The Association President shall provide, as needed, a written referral for all non-association members who require attendance in training to administer the WFI assessments noted below.

The goal of the fit-for-duty standard is to encourage and protect the health and wellness of all MOS throughout their career. Fit-for-Duty should deliver a progressive model of preventive and occupational health care service programs for membership. Utilizing the fitness and agility evaluation and a review of the medical records by the Department Physician, the MOS shall be given a Tier Assignment. In order to provide an objective Tier Assignment, the Fire Department Physician will use the following criteria:

Physical Examination, Body Composition, Laboratory Analysis, Vision/Hearing/Pulmonary Evaluation, Aerobic/Cardiovascular evaluation and Cancer Screenings.

Aerobic/Cardiovascular evaluation will be measured, and data collected, by using the five components of fitness: Body Composition, Aerobic Capacity, Speed and Power, Muscular Strength and Endurance, and Mobility, and Flexibility.

Body Composition- waist and hip circumference. Aerobic Capacity- WFI Treadmill. Speed and Power- Vertical Jump. Muscular Strength and Endurance- Push-up, Horizontal Pull-up, and Side Plank. Mobility and Flexibility- Straight Leg Raise and Shoulder Reach.

This program shall include a baseline fitness evaluation, individual fitness and training goals, and re-evaluation as needed by the Fitness Team. Department standards and requirements will be reviewed with each renewal of this contract.

The assignments shall be as following and carry these parameters:

1. Tier I – No action
2. Tier II – Recommendations by either the physician or a trainer on lifestyle changes, diet & exercise recommendations, or primary care or specialty physician follow up.
3. Tier III – Same as Tier II, plus mandatory Physical Fitness Improvement Plan (as stated in RFRF Rules and Regulations #35). This will include mandatory/scheduled exercise time with

a Peer Fitness Trainer (PFT) and arranging for a 12-week Nutritionist/ Dietician program, paid for by the City, and coordinated with the department Physician and Fitness Team.

4. Tier IV – Same as Tier III, plus administrative removal from active duty and placed on light duty

During the PIP, the MOS will choose one of the department's PFT to work with them. If issues occur (personal conflicts, communication difficulties, etc.) then a PFT may be assigned to the MOS by department physician and fitness team. The goal is to not incur overtime for the MOS by having them perform mandatory fitness workouts during their normal shift hours; however, the PFT may submit an alternative plan to the Fire Chief for consideration on a case-by-case basis for approval of compensated mandatory fitness workout time.

The PFT will develop a program that the MOS will be required to adhere to and give an earnest effort. If the PFT determines that the MOS is not putting forth an effort, or the MOS refuses to participate, the PFT will meet and discuss the MOS's performance with the department physician, fitness team, and Supervisor. An Association Representative may attend if requested by MOS.

If the MOS is not showing improvement, but is putting forth an earnest effort, the PFT, department physician, fitness team, and Supervisor will meet with the MOS and develop a new fitness strategy to achieve the fitness goals with no discipline issued. An Association Representative may attend if requested by MOS.

The Department will allow appointed PFTs a collective 12 hours a month to aid MOS with workout programs and diet consultation. All MOS will be allowed 1.5 hours of physical fitness training per 48-hour shift (administrative personnel will be allowed 45-minutes per duty day). Workout times will be scheduled by the MOS' immediate supervisor and be dependent on and consideration of calls for service and other job-related commitments and appointments.

## **B. Mental Health**

The city recognizes that from time-to-time MOS experience personal problems that can affect their job performance. Accordingly, the City shall maintain the Employee Assistance Program, in-house occupational medical program, and behavioral health support program. These Programs are designed to assist MOS with personal issues in a confidential nature. At the discretion of the MOS, they may voluntarily submit to counseling and remain anonymous.

All MOS will be allowed the opportunity to voluntarily participate in an annual visit with the Department's contracted Employee Assistance Program (EAP) to help develop a relationship with mental health providers and assist with the maintenance of the MOS' behavioral health and stress reduction. The visits shall be scheduled by the MOS on an off-duty day and shall be compensated for 2 hours of time for the visit. MOS will also have access to the services of EAP at any time if more urgent mental health matters arise.

If the City observes a decline in an MOS's job performance and has a reasonable suspicion that it is due to emotional or physical problems, the City may order a Fit-for-Duty Evaluation (which differs from the Fit-for-Duty Assessment and includes mandatory evaluation of an MOS ability to perform all essential job functions).

## **C. Cooper's Institute Standard Evaluation for Incentive**

MOS may voluntarily participate in the Cooper's Institute standards. MOS shall be tested on all maximal tests for:

1-repetition bench press; 1-min sit-ups; 1-min standard push-ups; sit-and-reach; 1.5-mile run (the 1-mile walk may be substituted for the 1 ½ mile run at MOS discretion).

MOS shall only be tested once in a twelve-month period unless MOS are unable to test in the prior year due to a documented medical condition or military activation (as noted below in Paragraph #3 approved by the Department and HR). The testing process will be held once per fiscal year in August. MOS who cannot test due to a temporary assignment, illness, injury, medical condition, or Military activation will test at a later date. The MOS shall provide documentation from a physician, or Military Orders. The date of the test shall be no more than 90-days after release to full duty to allow MOS ample time to prepare for the testing.

Exceptions to the 90 days shall be made outside the Coopers' testing window in these cases.

As an incentive to maintain high standards of fitness and wellness, MOS shall receive physical fitness incentive pay as a once annual bonus pay-out at their current rate of pay or the MOS may elect to receive the hours as compensatory time. These hours do not count towards overtime or PERA.

1. Those who attain an average score of 90% or better on the annual Cooper's Test shall receive a maximum of 100 hours of compensatory time, or a once annual bonus pay-out not to exceed \$2,750.00;
2. Those who attain an average score of 87% but lower than 90% on the annual Cooper's Test shall receive a maximum of 20 hours of compensatory time, or a once annual bonus pay-out not to exceed \$550.00;
3. Those who attain an average score of 80%, but lower than 87% on the annual Cooper's Test shall receive a maximum of 10 hours of compensatory time, or a once annual bonus pay-out not to exceed \$275.00.

Provided the MOS performs at the above-mentioned fitness levels during their annual evaluation, the 100/20/10 hours of compensation shall be given in one lump sum or accrued compensatory time, as requested by the MOS, on the first full pay period encompassing September dates. If the MOS tests at a later date, due to a temporary assignment, illness, injury, medical condition, or Military activation, then the incentive pay-out will be given on the next available pay period following completion of the test.

## **ARTICLE 16 INJURIES**

In the event that a member is injured during a job-related activity the city shall provide benefits to the member in accordance with local, State and Federal laws. Nothing in this agreement is intended to make the Association, its officers or members liable for work connected injuries, disabilities or diseases which may be incurred.

An MOS with a medical restriction due to an on-duty injury shall not be discriminated against and every effort will be made to provide a limited-duty assignment which the MOS can perform in accordance with RFRF Rules & Regulations 17.

The City shall provide full regular pay to MOS injured on the job for the entire seven day waiting period, as described under the New Mexico Workers' Compensation Act, until the commencement of temporary, total, partial, disability or the MOS's return to work, whichever is earlier. This pay will be provided without deductions from the MOS's accrued leave. If the MOS is disabled for more than thirty days and payment for the waiting period is made by the City's workers' compensation insurer, then the MOS will surrender that check to the City as reimbursement for the previous payment.

In addition to FMLA (if the MOS qualifies), which provides up to 12 weeks of job protection due to a serious medical condition per rolling calendar year, MOS who incur a compensable injury under Workers' Compensation, will be afforded up to an additional 24 weeks of job protected leave during the same rolling calendar year. If at any time during the additional protected leave, an MOS is medically diagnosed to have a permanent illness or condition that prevents them from performing all essential job functions, with or without reasonable accommodation, and in line with NFPA 1582 standards, the City reserves the right to medically separate the MOS before the additional leave is exhausted.

For MOS injured off-duty, City Personnel Policies and Work Rules, in addition to RFRF Rules and Regulations provide information and requirements pertaining to applicable leave and benefits.

**ARTICLE 17  
INOCULATION AND IMMUNIZATION**

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

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

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

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

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

If an MOS is exposed to a contagious disease or hazardous material while performing their duty, such exposure must be documented by the MOS and the first line supervisor. In such events, the City agrees to pay the expense for inoculation, immunization and health care.

## **ARTICLE 18**

### **ANALYSIS FOR ALCOHOL AND ILLEGAL DRUG USE**

The City and Association recognize that MOS are considered "safety sensitive" and that drug use by employees would be a threat to public welfare and the safety of the department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage and alcohol abuse through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted while an employee is on duty.

**Informing Employees about Drug and Alcohol testing:** All employees shall be informed of the City's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. The City will inform employees on how the tests are conducted and the consequences of testing positive for drug use. When MOS are subject to testing, they will be required to sign a consent and release form.

Employees are encouraged to self-refer for assistance with addiction or dependence problems prior to any testing. Because the City adheres to a strict zero tolerance policy for positive drug or alcohol tests, MOS are encouraged to seek confidential assistance and support if they feel they have a problem with drugs or alcohol through available resources provided by the City, Department, and/ or Association before being selected for testing. MOS who submit verified positive tests, or MOS who refuse testing shall be subject to the process of termination (per Article 9). Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the City. The city will provide treatment for alcoholism and/or drug abuse. Members will have the opportunity to request treatment location they desire. The City shall bear the cost of all drug and alcohol tests, including a retest of the original sample, should the concerned member contest the results of the initial analysis, except for testing as a result of a referral to treatment outlined by a substance abuse professional. If a follow up test is requested by a substance abuse professional, the MOS shall bear the cost for the follow up. Unless otherwise modified in this agreement by the City and Association, testing for alcohol levels shall follow City policy. However, the City and Association agree to discuss alternative confirmation testing options for alcohol screening following a positive BAT if viable testing options become available in the future.

The Department may also conduct random testing of MOS on a Department-wide random basis for the purpose of detecting the possible use of illegal drugs. The City shall also provide testing of MOS that are involved in an on-duty vehicle crash consistent with City policy or at the request of the MOS.

All above tests will follow Department of Transportation (DOT) regulations, which currently require testing for the following five drug classes: Marijuana, Cocaine, Opiates/Opioids (Opium and Codeine derivatives), Amphetamines and Methamphetamines, Phencyclidine (PCP). The Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions of drug and alcohol testing.

## **ARTICLE 19 UNIFORMS**

### **A. Uniform and Equipment Standards**

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

### **B. Boot Allowance**

The City will provide one pair of boots for each MOS every two years, which are chosen by each MOS, and must meet Department Standards per Rules and Regulations 20. Once every-other fiscal year on a rotating basis, the City will reimburse MOS up to \$365 when presented with a receipt for boots purchased. If during the two-year period the boots become unusable or unsafe due to disrepair because of performance of duties, the City will replace the boots.

### **C. Uniform Ownership**

Any uniforms or equipment items purchased by an MOS shall remain the property of the MOS upon separation from employment or as indicated by a specific uniform and equipment contract. If the Department changes any patch design or badge, the Department shall pay for the cost of affected uniform changes. Any items not specifically listed as provided by the Department, shall be considered to be the responsibility of the MOS to provide. Upon promotion and retirement, MOS will receive their badge, helmet and brass earned.

Uniform and Equipment to be provided by the Department:

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

**ARTICLE 20**  
**DAMAGED, LOST OR STOLEN PROPERTY**

**A. Uniforms and Equipment**

Uniforms and equipment provided by the Department that are required and essential to the successful performance of an MOS's job function shall be replaced, at the Department's expense, when such items are damaged or stolen.

1. Personally Owned Items

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

2. Procedures

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

**ARTICLE 21  
ACCIDENTS**

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

**ARTICLE 22**  
**FUNERAL AND BURIAL EXPENSES**

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

**ARTICLE 23**  
**HEALTH, LIFE AND DENTAL INSURANCE, AND RETIREMENT**

**A. Health, Life and Dental**

The City agrees to maintain the City's contribution to the cost of both MOS and family health, life and dental insurance at current levels during the life of this contract. The City shall not make any changes in the current coverage or carrier without meeting and conferring with the Association.

**B. PERA**

Fire Fighter/EMS – PERA Municipal Firefighter's Plan 5 with the 75% City contribution shall be retained.

## **ARTICLE 24**

### **COURT TIME**

MOS shall be required to appear in judicial and administrative courts of law for adjudication of offenders or as otherwise requested. In such cases, the court shall deliver notice to an MOS by subpoena, court docket, witness list, in person or by telephone.

When an MOS is required to appear during their regularly scheduled time off, they shall be paid at the appropriate overtime rate. MOS shall be guaranteed a minimum of two hours at the appropriate overtime rate per day for appearing at a trial(s), judicial conferences or hearing(s). The time will end at the conclusion of the trial/hearing plus actual travel time up to 30 minutes round-trip.

MOS shall not receive additional compensation for court time when the appearance has occurred during the regularly scheduled hours of the MOS. MOS shall not receive the two hours of overtime pay for time the MOS is held over in court concurrent with a regularly scheduled shift.

**ARTICLE 25**  
**SPECIAL COMMITTEES**

The Department shall maintain special committees for the purpose of input and advice. Issues can include but are not limited to equipment, uniforms, radio and communications, Fire/EMS, safety, etc.

When the need arises, the Fire Chief shall appoint a special committee. The Fire Chief shall first appoint a chairperson who shall be responsible for the orderly operation and supervision of the committee. The Fire Chief shall also notify the Association President of the formation of the committee. The chairperson and/or the Fire Chief shall then select member(s) for the committee. The selection shall be based on education, training, skill, etc. The Association President shall select one member for the committee. The selection shall be based on education, training, skill, etc. Association participation on special committees shall not be considered a substitute for bargaining on those issues of mandatory bargaining. After researching, analyzing, and/or developing ideas, the special committee shall document its findings and submit a final recommendation to the Fire Chief. The final recommendation(s) must be agreed upon and signed by all members of the committee prior to submission to the Fire Chief.

**ARTICLE 26**  
**EXTRA DUTY AND CHIEF'S OVERTIME**

- A. When available for public safety duties, the City shall offer extra duty work opportunities, only to Fire and Rescue MOS. The Department shall post a list of date(s) and time(s) soliciting qualified MOS. Offers of extra duty, or Chief's Overtime, shall be made to qualified MOS by rotating seniority. MOS shall not work Chief's Overtime when it compromises their regular scheduled work performance.
- B. When scheduling extra duty or Chief's Overtime MOS are given advance notice, via text message, and asked to participate in the specific event. However, at times entities require immediate or specific MOS. In this case, the Department may schedule MOS without adhering to these procedures.
- C. The rate of pay to an MOS for a Chief's Overtime assignment shall be \$45.00 or time-and-one-half, whichever is greater, for all Chief's Overtime (i.e. events contracted with the City for EMS/ Fire coverage).
- D. Time spent preparing equipment for Chief's Overtime shall be compensated at regular overtime rates, if applicable. If Chief's Overtime rates change within the Rio Rancho Police Department, the City shall notify the RRFA President.

**ARTICLE 27**  
**ASSOCIATION AND CITY COMMUNICATIONS**

Access by Non-Employee Association Representatives – Upon authorization by the Fire Chief, non-employee Association representatives will be given access to work locations during work hours to investigate and process disputes or post bulletins on the bulletin board(s) without unreasonable interference with MOS work. The Association shall give the Fire Chief a written list of such authorized Association representatives. Only those people whose names appear on the current list shall be granted access under this provision. The Department may conduct a background investigation, and as a result, may deny the Association's request. Authorization by the Fire Chief shall not be unreasonably withheld.

- A. Access to Recruits – The City shall give each recruit information on Association benefits and/or have an Association representative meet with recruits during their orientation with the City.
  
- B. Access to City Information – The City shall make available to the Association upon its reasonable request any non-privileged information, statistics and records in the City's possession, which are relevant to negotiations or necessary for proper enforcement of the terms of this Agreement.
  - 1. When requesting information, the Association shall complete the necessary documentation and forward its request to the City Clerk's Office.
  - 2. The Association agrees to pay the cost incurred in the compilation of information they request, if applicable.
  - 3. The City agrees to furnish the Association one copy of all future amendments and revisions to SOP and City Policy.
  
- C. Access to City Communication System – The City's interdepartmental messenger service, including City e-mail, may be used for individual business-oriented communication between MOS who are represented by the Association and between the paid staff of the Association and such MOS, provided that paid staff of the Association shall pick-up and deliver all written communications outside the City's normal distribution route. The Association understands the continuance or discontinuance of the interdepartmental messenger service is a matter within sole discretion of the City, and the Association agrees to abide by the rules and regulations of the City system.
  
- D. Bulletin Board – The Department shall provide spaces at each of the Department stations for the Association to post notices. Barring emergency circumstances, these notice spaces shall be clearly visible and accessible to all MOS.
  - 1. Should the Association decide to utilize any of these spaces, the Association shall provide a bulletin board, including any and all parts thereof, to extend no larger than the space provided. City personnel shall handle installation of the board(s).
  - 2. The Department shall provide the Association with one (3'x4') wall space at each Department substation.
  - 3. The bulletin board may be used for the posting of recreation and social affairs of the Association, Association meetings, Association elections, reports of Association committees, Association newsletters, reports of Association meetings, rulings or policies of the state or national associations, legislative enactments and judicial decisions affecting public employee labor relations.

4. The bulletin board may not be used by the Association for the posting of political statements; campaign material; material that can adversely affect City employees or material that is derogatory or inflammatory regarding City employees, elected officials or appointed officials. In the event that there is a dispute as to posted material, the material shall be immediately removed from the bulletin board. The dispute shall be resolved through the Dispute Resolution Procedure.

E. Special Conferences – The Department and Association may confer upon matters of mutual concern. These conferences may be requested by either the Association President or Fire Chief and shall be governed by the following:

1. The conference should take place within five business days after requested, unless otherwise agreed.
2. The Fire Chief shall establish the conference place, time and day.

**ARTICLE 28**  
**CITY / DEPARTMENT POLICIES AND WORK RULES**

The parties acknowledge the necessity to modify Department Rules and Regulations, from time to time as needs dictate. Nothing in this agreement shall be construed to prevent the Department from making such changes, consistent with this agreement. The Association shall appoint a representative to represent the members' interests on a policy review committee prior to the enactment of such changes. The City agrees to provide, upon request, the Association's representative with resource materials, studies or data relating to the merits of the proposed change prior to any meeting with the City.

All conditions or provisions of City Policies and Work Rules or Rules and Regulations beneficial to employees, or which affect wages, hours or working conditions, now in effect which are not specifically provided for in this agreement or which have not been replaced by sections of this agreement shall remain in effect for the duration of this agreement, unless mutually agreed otherwise between the City and the Association.

The City agrees to furnish the Association with notice of the City's intention to make changes in City or department policies and procedures that would affect the working conditions of employees. If the Association does not respond within seven (7) business days of the receipt of such notice, the City may assume that the Association does not wish to meet and confer over such changes.

This section does not limit the Fire Chief from publishing Rules and Regulations interpretive memorandum.

## **ARTICLE 29 SHIFT BID**

The Fire/EMS Divisions, other than 40 hour a week MOS assigned to Fire Prevention, shall bid every two years. Bid date and time will be announced at least two (2) weeks in advance. Generally bidding will occur the first week of December. The bid effective date shall take effect the first Sunday of the first full pay period in January of each even numbered year.

### **A. Bidding Procedure**

The bidding shall be based first on the Promotional seniority date then by Department seniority if there is no Promotional date or if Promotional date is the same.

The bidding shall be specific to shift and station.

The bidding order shall be (1) Captain, (2) Lieutenant, (3) Engineer, (4) Fire Medic, (5) Firefighter/ EMT.

All MOS Bidding will be available in person, by phone, or by proxy (in writing). If MOS elects to bid by proxy they must provide at minimum three (3) alternate choices. Once contacted MOS will have no more than ten (10) minutes to place bid. If no response in allotted ten minutes, MOS will be moved to the bottom of Bid list, and placed in an appropriate open position. Exceptions to this are MOS on Duty. Accommodations will be made to ensure participation in bidding process.

There shall be an equal allotment of Fire Medics per squad for the Fire/EMS Divisions whenever possible, and Fire Medics shall bid for paramedic positions only, unless there are more Fire Medics available to bid than are allotted Fire Medic positions. In this case, FF/EMT (non-paramedic) positions may be filled by Fire Medics based on Department seniority. Once it is determined that the remainder of Fire Medics left to bid are the needed number to fill Fire Medics positions, no more Fire Medics will be allowed to bid FF/EMT (non-Paramedic) positions.

The bidding process may be amended upon mutual consent of the Fire Chief and the Rio Rancho Firefighters Association President.

Upon mutual agreement between the Fire Chief and the Rio Rancho Firefighters Association, there may be exceptions to the bid positions due to a legitimate and temporary hardship, and as such, these positions may become non-biddable.

### **B. Administrative Personnel Bidding**

MOS who bid to an administrative position, shall bid every four years.

Bidding for these positions shall be by Promotional seniority.

If no Captains bid to the administrative positions, then the least senior Captain shall be assigned to the administrative position and the least senior Paramedic Captain shall be assigned to the EMS Captain position.

MOS assigned to these positions will have right of first refusal to return to an Operational position(s) if one later opens.

MOS assigned to these positions shall have a flexible schedule available through their supervisor.

### **C. Post Bid Procedures**

After shift bids have been completed and MOS have been assigned shifts, any MOS who transfers from another shift at that MOS's request may not bump another MOS from their shift on the basis of seniority.

If an MOS is transferred at the Department's initiative, the MOS may bump on the basis of

seniority, providing such transfer was not disciplinary in nature. Other MOS affected by this bumping may, in turn, bump others based on seniority.

Should a position become available on a shift after the shift bidding has taken place, the position may be filled by assignment, offered to MOS according to seniority or left vacant according to the needs of the Department.

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

**ARTICLE 30  
COMPENSATION**

The City Policies and Work Rules, Chapter 5, shall be recognized pertaining to compensation except that the salary range herein, to include the minimum and maximum, shall be adopted. There are two separate wage scales; 1) Fire Operations (2912 schedule), 2) Fire Administration (2080 schedule).

**A. Career Progression Model**

Position	Classification Tenure (Minimum)	Pay Rate	
FF/Cadet 2080 schedule	< 1 year	EMT-B	\$18.55
		A-EMT	\$19.04
		EMT-P	\$20.97
FF/Probationary 2912 schedule	< 1 year	EMT-B	\$14.58
		A-EMT	\$15.32
		EMT-P	\$16.88
Firefighter I ( <i>Entry Level</i> ) 2912 schedule	Following successful passing of probation	EMT-B	\$17.71
		+7% A-EMT	\$18.95
Firefighter II ( <i>Mid-Level</i> ) 2912 schedule	3 years completed in Firefighter I Classification	EMT-B	\$19.20
		+7% A-EMT	\$20.53
Firefighter III ( <i>Senior</i> ) 2912 schedule	5 years completed in Firefighter II Classification	EMT-B	\$21.27
		+7% A-EMT	\$22.76
Fire Medic I ( <i>Entry Level</i> ) 2912 schedule	Upon Promotion/ entry into Paramedic Classification		\$23.30
Fire Medic II ( <i>Mid-Level</i> ) 2912 schedule	4 years completed in Paramedic I Classification		\$24.47
Fire Medic III ( <i>Senior</i> ) 2912 schedule	3 years completed in Paramedic II Classification		\$25.69
Engineer I ( <i>Entry Level</i> ) 2912 schedule	Upon Promotion/ entry into Engineer Classification	EMT-B	\$21.70
		A-EMT	\$22.93
		EMT-P	\$23.30
Engineer II ( <i>Mid-Level</i> ) 2912 schedule	4 years completed in Engineer I Classification	EMT-B	\$23.00
		A-EMT	\$23.64
		EMT-P	\$24.47
Engineer III ( <i>Senior</i> ) 2912 schedule	3 years completed in Engineer II Classification	EMT-B	\$24.48
		A-EMT	\$25.06
		EMT-P	\$25.69
Fire Inspector I ( <i>Entry Level</i> ) 2080 Schedule	Upon promotion/ entry into Fire Inspector Classification	EMT-B	\$31.19
		A-EMT	\$32.97
		EMT-P	\$33.49

Fire Inspector II ( <i>Mid-Level</i> ) 2080 Schedule	4 years completed in Inspector I Classification	EMT-B \$33.06 A-EMT \$33.99 EMT-P \$35.18
Fire Inspector III ( <i>Senior</i> ) 2080 Schedule	3 years completed in Inspector II Classification	EMT-B \$35.18 A-EMT \$36.03 EMT-P \$36.93
Lieutenant	N/A	<i>Per current MOU – Lt. positions will receive a 5% increase above their current pay rate. If they demote, the 5% will be deducted from their current Lt. pay</i>
Captain I ( <i>Entry Level</i> ) 2912 schedule	Upon promotion/ entry into Captain Classification	EMT-B \$27.17 A-EMT \$27.82 EMT-P \$28.52
Captain II ( <i>Mid-Level</i> ) 2912 schedule	4 years completed in Captain I Classification	EMT-B \$28.31 A-EMT \$28.99 EMT-P \$29.71
Captain III ( <i>Senior</i> ) 2912 schedule	3 years completed in Captain II Classification	EMT-B \$29.50 A-EMT \$30.21 EMT-P \$30.96

A comprehensive description of the career progression plan including minimum qualifications, training, and education, in addition to performance requirements and information beyond the scope of the bargaining unit will be set forth in RRFR Rules and Regulations.

Upon ratification of this CBA, all Firefighters holding a paramedic license will be placed into the respective Fire Medic tier based on their placement in the Firefighter progression model. Meaning, a Firefighter II- Paramedic will be placed in the Fire Medic II tier. MOS who are due to graduate paramedic school in 2024 will be grandfathered into the respective Paramedic tier corresponding with their Firefighter tier ranking upon graduation. For example, an MOS who is a Firefighter II while attending paramedic school will promote to Paramedic II classification upon graduation. Any future paramedic school graduates will start at the beginning of paramedic progression (Paramedic I) regardless of what Firefighter tier they hold at the time of CBA ratification.

If an MOS laterally transfers between Paramedic, Engineer, and Fire Inspector, classifications, the MOS shall retain tier compensation equivalent to their progression in the respective tier structure but shall start at the bottom of the seniority list for bidding purposes.

### **B. Temporary Upgrades**

MOS who are temporarily upgraded (less than 28 consecutive days) to a position in which they are qualified, are eligible to receive a temporary stipend in the form and the amount of an additional two dollars (\$2.00) per hour for each hour worked serving in the capacity of the upgraded position.

MOS who are temporarily upgraded for 28 consecutive days or more to a position in which they are qualified, will be moved to the starting pay classification for that rank for the duration of the temporary upgrade and will forego the \$2.00 upgrade. Upon conclusion of the temporary assignment, the MOS will return to their original classification and the respective rate of pay.

**C. Demotions**

MOS who voluntarily or involuntarily step down one or more grades will revert to the previously held grade and pay, if such position is vacant. Any salary increase percentages received while acting in the higher capacity will be added to the previous pay rate. If the position previously held by an MOS is no longer vacant upon demotion, the MOS shall be placed in the Firefighter or Fire Medic classification, based on licensure and department seniority and will be placed at the top of the promotional list.

**D. Subsequent Contract Years**

The City shall meet with the Association no later than April 1<sup>st</sup> of each year, to discuss the next fiscal year's budget and the availability of funds, if any, for base pay increases.

**E. PERA Enhancement Pay**

MOS within five years of PERA retirement eligibility, and having completed 15 total years of service (at least 10 of which must have been consecutive years of employment) in the department, shall receive PERA Enhancement Pay according to the following schedule:

Tier 1, Municipal Fire Plan 5 –	After 15, 16 and 17 years	\$200/month
Tier 2, Municipal Fire Plan 5 –	After 20, 21 and 22 years	*\$92.31 per pay period
Tier 1, Municipal Fire Plan 5 –	After 18, 19 and 20 years	\$400/month
Tier 2, Municipal Fire Plan 5 –	After 23, 24 and 25 years	*\$184.62 per pay period
Tier 1, Municipal Fire Plan 5 –	After 21 years until retirement	\$500/month
Tier 2, Municipal Fire Plan 5 –	After 26 years until retirement	*\$230.77 per pay period

\*Denotes breakdown of monthly longevity amount divided by 26 pay periods.

**ARTICLE 31  
AGREEMENT BETWEEN PARTIES**

Severability – Should any part of this Agreement or any provision contained herein be declared invalid by a District Court of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties agree to bargain a replacement provision in good faith that, to the extent legally allowable, serves the same purpose as the severed language.

Zipper Clause – It is understood and agreed by and between the parties hereto that this Agreement is the only existing Agreement between the parties and replaces any and all previous Agreements, and this agreement incorporates the entire understanding of the parties on all issues which were the subject of negotiations.

Amendment by Memorandum of Understanding – For the life of this agreement, each party waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this agreement. However, the matters within this agreement may be amended or interrupted during the term of the agreement by mutual written agreement in the form of MOU. The Association will be responsible for its distribution to all covered members.

Economic Reopener – In recognition that the Governing Body must make an annual appropriation based upon available funds for each fiscal year, the parties agree to meet and discuss compensation by April 1 of each year for the subsequent fiscal year for the term of this contract.

Term of Agreement – This agreement shall be effective with the pay period beginning September 24, 2023 and remain in full force and effect until June 30, 2027. If the parties have not reached a new Agreement as of June 30, 2027, the existing contract will continue in full force and effect until replaced by a subsequent written agreement.

**IN WITNESS WHEREOF**, the parties have set their hands and seals this 21<sup>st</sup> day of September, 2023.

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

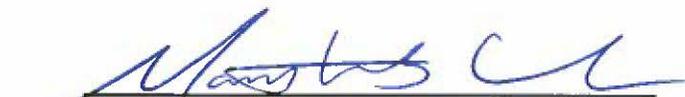
  
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Chris Mandeville, President  
Rio Rancho Fire Firefighters Association,  
I.A.F.F. Local # 4877

Sep 21, 2023

Date

**City of Rio Rancho**

  
\_\_\_\_\_

Matthew Geisel, City Manager

21-Sept-2023

Date

