

AGREEMENT

between

THE CITY OF ALBUQUERQUE

and

THE ALBUQUERQUE AREA FIRE FIGHTERS UNION

IAFF Local 244

City Chapter

Effective July 1, 2015 to June 30, 2016

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RECITALS

0.1.1

It is the purpose of this Agreement to achieve and maintain harmonious relations between the employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise and to establish standards of wages, hours and other conditions of employment, and to guarantee the delivery of quality service to the citizens of Albuquerque.

0.1.2

The general purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest, in the interest of the employees herein covered and promote harmony, cooperation and understanding between the employer and the employees in this Unit; and to afford protection of the rights and privileges of employees in the Unit and the employer.

0.1.3

The parties agree that their respective policies will not violate the rights of an employee covered by this agreement, in accordance with State and Federal laws, because of race, age, sex, sexual orientation, creed, color, national origin, religion, union or non-union affiliation. Neither party will tolerate sexual harassment.

0.2

Authority

0.2.1

This Agreement is made by and between the CITY OF ALBUQUERQUE, Albuquerque, New Mexico, hereinafter called the "City", and the ALBUQUERQUE AREA FIRE FIGHTERS UNION, IAFF LOCAL 244, hereinafter called the "Union". For the purposes of this Agreement, "employee" shall mean any City employee recognized by the City as part of the bargaining unit represented for the purposes of collective bargaining by the Union.

0.3 Recognition

0.3.1 The City of Albuquerque recognizes the Albuquerque Fire Fighters Union, IAFF Local 244, as the exclusive representative for all sworn, permanent, non-probationary safety sensitive fire fighters through the rank of Commander.

0.3.2 In the event a final, written order of the Labor Board alters the scope of the bargaining unit, the City and the Union will meet to negotiate any changes to the contract necessitated by the order. If a Labor Board decision is appealed, the parties shall comply with the rules established by the court of jurisdiction.

0.3.3 Communication personnel whose primary duties are either supervision of dispatchers or dispatching in the Alarm Room shall be sworn fire fighters.

0.3.4 Nothing in this article shall be construed to limit Management Rights under Section 3-2-5 of the Labor Management Relations Ordinance.

1 GENERAL LABOR/ MANAGEMENT PROVISIONS

1.1 Agency Fee/Fair Share

- 1.1.1** Payment of an agency fee by non-union bargaining unit employees has been authorized by Resolution of the Albuquerque City Council; and resolution requires that any agency fee provision negotiated pursuant to the resolution comply with all state and federal requirements.
- 1.1.1.1** The IAFF will retain an independent auditor to audit its receipts and expenditures for the previous 12 months and once every 12 months thereafter.
- 1.1.1.2** The IAFF will have available the result of the audit, including an adequate explanation of the agency fee, for the bargaining unit members to view.
- 1.1.1.3** Following completion of the audit, the IAFF shall notify employees of the amount of the proposed agency fee, the availability of the audit results, and the process to challenge the amount of the agency fee.
- 1.1.1.4** Upon notification by the Union to the City, the City shall begin to make employee payroll deductions for the agency fee payments the first pay period start date following notification to the non-dues paying bargaining unit employees as specified in Subsection 1.1.1.3.
- 1.1.1.5** Bargaining unit members shall have 30 days following the notification specified in Subsection 1.1.1.3 to file a challenge to the apportionment of the agency fee.
- 1.1.1.6** Any challenge shall be heard by an impartial decision-maker mutually agreed to by the Union and the employee making the challenge. The determination of the impartial decision- maker shall be final and binding.
- 1.1.1.7** The amount of the agency fee shall only include costs, which arise from the negotiation and administration of the collective bargaining agreement and the adjustment of grievances or prohibited practice charges filed by the IAFF.
- 1.1.1.8** Under no circumstances shall non-union bargaining unit members be required to contribute towards the IAFF social, political, or charitable activities, nor shall any bargaining unit member be subject to any retaliation for refusal to contribute to such activities.
- 1.1.1.9** The IAFF has the burden at all times of providing documentation that its costs were properly apportioned to the agency fee.
- 1.1.1.10** Any portion of the agency fee, which is specifically challenged, shall be held in escrow until resolution of the challenge.

- 1.1.1.11** Once the appropriate amount of the agency fee for the previous 12 months has been determined, the City agrees to deduct that amount from the pay of bargaining unit members for the subsequent 12 months.
- 1.1.1.12** The City shall make such agency fee payment deductions for the employees in the IAFF bargaining unit who do not submit an authorization form for the IAFF dues deduction, as otherwise provided for the current collective bargaining agreement.
- 1.1.1.13** All money deducted from wages for agency fee payments shall be remitted to the union after payday covering the pay period of the deduction. If an employee has insufficient earnings for the pay period, no agency fee payroll deduction will be made for that employee for that pay period.
- 1.1.1.14** To the extent permitted by law, the IAFF will indemnify and hold the city harmless, including payment of attorney fees and costs for counsel chosen by agreement of the parties for any claim of challenge to this section or the imposition of an agency fee.
- 1.1.1.15** If the City of Albuquerque Labor-Management Relations Board finds that the Union has violated subsection 1.1.1.14 of this Section, the board may order that the City may retain all or part of the dues deductions or agency fees withheld, in an amount specified by the board.

1.2 Payroll Deduction for Dues

- 1.2.1** The Union will provide dues and Union assessment deductions and termination forms. Termination forms will be made available at the Union Office and through the Paymaster in the Accounting Office. Termination forms must be signed by the Union Secretary or Treasurer and may be submitted during the months of January and July only.
- 1.2.2** The city shall, for the duration of this Agreement and for any employee, who submits authorization thereof, deduct from such employee's pay for each pay period of each month Union dues and assessments in an amount specified.
- 1.2.3** The city shall pay the amount withheld to the union.
- 1.2.4** The union shall indemnify, defend, and hold the city harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result of any conduct taken by the city for the purpose of complying with this section.

1.3 Union Rights

1.3.1 Labor-Management Committee

1.3.1.1 The Labor Management Committee shall consist of 3 people appointed by the Fire Chief and 3 people appointed by the Union President. These employees will participate in the Committee meetings on paid status. Both sides may also have an observer. The Union observer will be on non-pay status. A representative of the Human Resources Department may be requested by either party to participate in the meetings.

1.3.1.2 The length of the meetings will be mutually agreed upon by the parties but shall not normally exceed two hours.

1.3.1.3 Each party will submit a proposed agenda at least five (5) working days in advance. This will enable each party to examine and research the subject prior to the meeting.

1.3.2 Agreement Representatives

1.3.2.1 To develop a more cohesive relationship between the Union and the Albuquerque Fire Department, the city agrees, upon request of the Union President, to place the Union President on a 40 hour work week for an administrative assignment. The specific administrative assignment will be at the discretion of the Fire Chief and shall not preclude the Union President from carrying out duties prescribed in this agreement or the Labor Management Relations Ordinance (LMRO). The City agrees to appoint one additional Union Officer to a 40 hr workweek. The selection of this officer shall be mutually agreed upon by the parties. The additional Union Officer must perform administrative duties for a minimum of 20 hours during each work week.

1.3.2.2 Leave will be granted to Union officials under this section in accordance with Subsections 1.3.3 and 1.3.4 of the contract.

1.3.3 Any use of City time by Union Officers or members for labor/management issues or purposes require the prior approval of the Fire Chief (or his designee).

1.3.4 Union Business Leave and Union Business Pool of Hours (UBP)

1.3.4.1 The Union President shall be granted time off from his/her duties without pay to attend conventions, conferences, and seminars. The Union shall provide a six (6) day advance notice for this leave. All other elected or appointed officers will be granted time off as staffing allows.

1.3.4.2 The Union President (or the Acting President, in their absence) and the Secretary or the Treasurer will be granted time off without pay to attend Union meetings. It is recognized that these employees shall remain on duty until properly relieved. If necessary, overtime will be worked. These employees shall request the use of UBP hours for this purpose two (2) hours in advance of the shift.

- 1.3.4.3** Four (4) employees who have been identified as members of the Union’s negotiating team will be allowed to use UBP hours for scheduled negotiations sessions in accordance with the City’s applicable administrative directive and one (1) additional member of the Union’s negotiating team will be allowed time off without pay for negotiations’ meetings. The four (4) identified as members of the bargaining team shall be assigned forty (40) hour workweek schedules during the period when negotiations are in progress.
- 1.3.4.4** Each member of the collective bargaining unit shall have four (4) hours of vacation deducted each year in the first pay period of July to facilitate a union business pool of hours (UBP). The UBP hours shall be utilized for designated Union Executive Officers, committee appointees and the Union President.
- 1.3.4.5** All references in this agreement that specify “paid status” or “leave with pay” for union business (e.g., labor/management committees, safety committee, negotiations team) are understood to be drawn from the UBP hours.
- 1.3.4.6** Hours worked utilizing the UBP are understood, between the parties, to be within the course and scope of employment for the purposes of Workers’ Compensation Act protections and PERA service credits.
- 1.3.4.7** The use of UBP hours shall be determined/approved by the Union President. Upon approval of the Union President, Members entitled to use UBP hours shall remain on duty until properly relieved. A daily account of UBP hours used shall be submitted to the Deputy Chief of Human Resources.
- 1.3.4.8** The city shall manage the UBP hours and provide an annual audit on June 1 of each year to the Union Treasurer. Unused UBP hours shall roll-over and be added to the subsequent yearly allocation.

1.3.5 Bulletin Boards

1.3.5.1 The City shall make space available for a bulletin board in all Fire Department Buildings. The Union will furnish and maintain the bulletin board. Such space shall be 5 feet from the floor and at least 4'x 6' in size on an interior wall.

1.3.5.2 No derogatory material will be posted on these bulletin boards. Material to be posted on these boards shall be limited to official Union material. All posting of Union material shall be limited to the Union bulletin boards.

1.3.5.3 Material which has been approved for posting on Union or City bulletin boards will not be used to discredit Union or Management. Should this occur, the parties agree to meet within 48 hours in an effort to resolve this matter.

1.3.6 The City and the Union agree to follow the Labor Management Relations Ordinance Section 3-2-18.

2 PAY PROVISIONS

2.1 Effective June 27, 2015:

2.1.1 1.25% ATB for all ranks

2.2 Effective March 26, 2016:

2.2.1 1.25% ATB for all ranks

2.2.2 Wage increases in this section are subject to the FY16 City Council budget appropriation. The appropriation of funds for the general wage increase for FY16 in excess of 1% will be credited toward any potential liability on the part of the City in pending litigation (No.CV 2010 -07778) with the Albuquerque Area Firefighters Union, IAFF Local 244.

2.4 Longevity Pay for Members

2.4.1 Longevity pay will be paid on the basis of continuous years of service with AFD.

8 yrs -11 yrs, 11 mos.	\$200 per month	\$92.31 per paycheck
12 yrs -14 yrs, 11 mos.	\$250 per month	\$115.38 per paycheck
15 yrs -17 yrs, 11 mos.	\$400 per month	\$184.62 per paycheck
18 yrs and above	\$1000 per month	\$461.54 per paycheck

2.4.2 Those employees who were receiving “out-of-step” longevity on June 20, 2008 shall continue to receive the longevity step until the employees terminate employment with the Department. No other employees will be eligible for this benefit.

2.5 Wild Land Certification

2.5.1 All employees who are wild land certified at the arduous level shall receive \$15.00 per pay period.

2.6 Bilingual Skill

2.6.1 The Department will pay bilingual pay in the amount of \$20.00 per month (\$9.23/ pay period) to a max of 100 firefighters who demonstrate an accurate level of conversational proficiency. The process used for certification will be modeled on that of the Albuquerque Police Department.

2.7 Incentive Pay

2.7.1 Personnel on a 56-hour workweek who are certified Paramedics or Commissioned Arson Investigators through the rank of captain will receive an additional \$0.75 per hour added to their base rate of pay.

2.7.2 Personnel on a 40-hour workweek who are certified Paramedics or Commissioned Arson Investigators or EMD/EFD Certified Dispatcher through the rank of captain will receive an additional \$1.05 per hour added to their base rate of pay.

2.7.3 Personnel on a 42-hour workweek who are certified Paramedics, Commissioned Arson Investigators or EMD/EFD Certified Dispatcher through the rank of captain will receive an additional \$1.00 per hour added to their base rate of pay.

2.8 Eligibility Requirements for EMD/EDF Dispatcher Incentive Pay

2.8.1 Personnel must complete all the AFD Fire Dispatch training requirements.

2.8.2 Personnel must agree to a (4) four year assignment to the AFD Alarm Room. This assignment shall not preclude promotional advancement outside of the AFD Alarm Room.

2.8.3 Personnel must be assigned to a permanent funded AFD Fire Dispatch position.

2.8.4 Personnel shall be eligible to bid into the AFD Fire Dispatch based on seniority.

2.8.5 Assignment Pay

2.8.5.1 All bargaining unit members assigned to non-field positions with workweeks less than 56 hours shall receive an additional \$50.00 per pay period.

- 2.9** Overtime
- 2.9.1** Overtime worked shall be paid at time and one-half the regular rate of pay. All hours worked in excess of the employee's regular assigned shift will be compensated at the overtime rate of time and one half the regular rate of pay.
- 2.9.2** Employees who accept overtime assignment shall not interrupt the assignment for doctor's appointment.
- 2.9.3** Time spent in leave with pay status shall be considered time worked for purposes of computing overtime.
- 2.10** Compensatory Time
- 2.10.1** Comp time may be worked in divisions based on the following guidelines:
- 2.10.1.1** Comp time must be a mutual agreement between the City and the involved bargaining unit members. Comp time is not mandatory.
- 2.10.1.2** Comp time will be earned at the rate of 1.5 hours of comp time for each 1.0 hour worked.
- 2.10.1.3** Comp time once earned will be taken following the same procedure for taking leave(s). Leave balances can be determined by inspection of the payroll summary available each pay period at <http://eweb.cabq.gov/default.aspx>. Comp time is only considered "accrued" after it is posted to the payroll summary. Employees are not allowed to utilize hours that are yet to be posted by payroll.
- 2.10.1.4** Maximum accruals will be 480 hours.
- 2.10.1.5** The City agrees to follow all federal laws pertaining to comp time.
- 2.10.1.6** See Section 12 "Work Hours" for additional compensatory time provisions for certain specific work units.
- 2.11** Paramedics in the Paramedic Pay Plan will be defined as the following:
- 2.11.1** Paramedics assigned to an ALS unit.
- 2.11.2** Paramedics who are tasked with training of Paramedics i.e., Academy, QI, EMS Captain and RMS.
- 2.11.3** Any other Paramedic must be approved through a joint Labor-Management Committee and is subject to the approval of the Fire Chief.

3 INSURANCE COVERAGE and BENEFITS

3.1 Premium Costs

3.1.1 The City shall continue to pay 80% of the premium for the City approved health and dental and vision insurance plans chosen by each employee. This commitment shall expire with the term of this agreement unless the Union or the City wish to renegotiate it.

3.2 Insurance Programs

3.2.1 The City shall continue to provide to all employees life insurance as per current policy, and, in addition, the City shall provide to all retired employees life insurance equal to one - half (1/2) of the insurance in effect on their lives on the date of their retirement.

4 RETIREMENT PLANS

4.1 Public Employees Retirement Association (PERA)

4.1.1 The City shall continue to contribute seventy five percent (75%) of the employee contributions to the PERA plan based on the contribution rates in effect prior to July 1, 2013. It is understood between the parties that the employee contribution increase of one and one half percent (1.5%) enacted by the New Mexico State Legislature on July 1, 2013 will remain at the exclusive expense of the employee until otherwise negotiated. If a new plan affecting employees is adopted by the New Mexico Legislature, the parties recognize that the employee contributions are a legitimate subject of bargaining.

5 VACATION LEAVE

5.1 Vacation Leave

5.1.1 The City and the Union agree to abide by AFD Operating Procedures governing vacation, 16 vacation slots, will be granted per shift. Only one (1) Field Operations Center (FOC) position will be included in the allotted vacation slots. Bargaining unit members will be given first priority in filling scheduled vacation slots. Unscheduled vacation slots will be allotted on a first-requested, first-granted basis. Unscheduled vacation for individual members will not be granted during their scheduled training. Training scheduled after members have been granted vacation will not prevent members from taking their vacation. In this instance, training may be rescheduled for the employee. It is the employee's responsibility to obtain the missing training on the employee's time unless the employee had scheduled the vacation time prior to the training announcement.

5.1.2 It is the responsibility of each individual firefighter to accrue sufficient vacation leave before they attempt to use it. Leave balances can be determined by inspection of the payroll summary available each pay period at <http://eweb.cabq.gov/default.aspx>. Vacation is only considered "accrued" after it is posted to the payroll summary. Employees are not allowed to utilize hours that are yet to be posted by payroll. An employee taking un-accrued vacation shall be placed on leave without pay status in addition to any disciplinary action that may be taken.

5.1.3 Bargaining unit employees who have accumulated over two years vacations may convert up to six (6) days over the two-year accumulation to cash payment once per calendar year.

56 Hour Work Week: 144 hours

42 Hour Work Week: 63 Hours

40 Hour Work Week: 60 Hours

5.2

Vacation Leave Accrual Rates

Vacation leave will accrue as follows:

Continuous Service	Maximum Accrual		
	Work Week	Per Pay Period	Per Year
0 mos. to 4 yrs., 11 mos.	56 hours	5.54 hours	144 hours
	42 hours	4.08 hours	106 hours
	40 hours	3.85 hours	100 hours
5 yrs. to 9 yrs., 11 mos.	56 hours	6.92 hours	180 hours
	42 hours	5.08 hours	132 hours
	40 hours	4.62 hours	120 hours
10 yrs. to 14 yrs, 11 mos.	56 hours	8.31 hours	216 hours
	42 hours	5.77 hours	150 hours
	40 hours	5.54 hours	144 hours
15 years plus	56 hours	9.23 hours	240 hours
	42 hours	6.46 hours	168 hours
	40 hours	6.15 hours	160 hours

5.2.1 Employees will begin to accumulate vacation at an increased rate the first month after they have completed five (5) years, ten (10) years, and fifteen (15) years of continuous service.

5.2.3 If an employee moves from one work week schedule to another, the vacation balance for that employee will be converted by the following formula:

5.2.4 $(\text{New Accrual Rate}/\text{Old Accrual Rate}) \times (\text{Old Vacation Balance}) = \text{New Vacation Balance}$

6 SICK/ ILLNESS LEAVE

6.1 Sick Leave

6.1.1 Sick leave may be granted for absences from duty due to personal illness, injuries, or legal quarantine, provided that the employee has sick leave accumulated. Personal illness is defined to include scheduled doctor's appointments for health treatment or for health examination and evaluation. Doctor's appointments require documentation. It is recognized that the abuse or unjustified over utilization of sick leave is not in the best interest of either party.

6.1.2 The Union and Management will meet to discuss any changes to the Fire Department's sick leave management plan prior to implementation. The parties agree that the misuse of sick leave is unacceptable. The parties further agree that an employee found guilty of the misuse of sick leave may be subject to disciplinary action.

6.1.3 The maximum sick leave accumulation for employees working the 56-hour workweek shall be 2160 hours. The maximum sick leave accumulation for employees working the 40-hour workweek shall be 1440 hours. The 42-hour workweek maximum sick leave accrual shall be 1512 hours.

6.1.4 It is understood between the City and the Union that Sick leave will accrue according to the following schedule:

6.1.4.1

WORK WEEK	PER PAY PERIOD	PER YEAR
56 hours	5.54 hours	144 hours
42 hours	4.08 hours	106 hours
40 hours	3.85 hours	100 hours

6.1.4.2 If an employee moves from one work week schedule to another, the Sick Leave balance for that employee will be converted by the following formula:
 $(\text{New Accrual Rate} / \text{Old Accrual Rate}) \times (\text{Old Sick Leave Bank}) = \text{New Sick Leave Balance}$

6.1.5 The Union and Management agree to cooperate in the review and counseling of fire fighters who misuse or abuse sick leave, to assure consistency in the administration of the Sick Leave Policy.

6.1.6 It is the responsibility of each individual firefighter to accrue sufficient sick leave before they attempt to use it. Leave balances can be determined by inspection of the payroll summary available each pay period at <http://eweb.cabq.gov/default.aspx>. Leave is only considered “accrued” after it is posted to the payroll summary. Employees are not allowed to utilize hours that are yet to be posted by payroll. An employee attempting to take un-accrued sick leave shall be placed on Leave without Pay status. It is understood that the employee may be subject to progressive disciplinary action.

6.1.7 Emergency Leave may be charged to accumulated sick leave for up to four (4) days in the case of serious illness or injury to a member of the immediate family of the employee. Immediate family for the purpose of emergency leave is defined as the employee's spouse, employee's or spouses child, stepchild (and their immediate family), mother, father, grandparent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, and domestic partner. A doctor's certificate stating the nature of the illness and requesting the employee's presence is required.

6.2 Sick Leave Conversion

6.2.1 The sick leave conversion ratio for the 56-hour workweek shall be as follows:

6.2.1.1 For sick leave hours accumulated over 700 hours the employee may convert any or all such hours on the basis of 3 hours of sick leave for one hour's pay.

6.2.1.2 For hours accumulated over 1008 hours on the basis of 2 hours of sick leave for one hour's pay.

6.2.1.3 For hours accumulated over 1400 hours on the basis of 3 hours of sick leave for two hour's pay.

6.2.2 The sick leave conversion ratio for the 40-hour workweek will be as follows:

6.2.2.1 For sick leave hours accumulated over 500 hours the employee may convert any or all such hours on the basis of 3 hours of sick leave for one hour's pay.

6.2.2.2 For hours accumulated over 720 hours on the basis of 2 hours of sick leave for one hour's pay.

6.2.2.3 For hours accumulated over 1000 hours on the basis of 3 hours of sick leave for two hour's pay.

6.2.3 The sick leave conversion ratio for the 42-hour workweek will be as follows:

6.2.3.1 For sick leave hours accumulated over 525 hours the employee may convert any or all such hours on the basis of 3 hours of sick leave for one hour's pay.

6.2.3.2 For hours accumulated over 756 hours on the basis of 2 hours of sick leave for one hour's pay.

- 6.2.3.3** For hours accumulated over 1050 hours on the basis of 3 hours of sick leave for two hour's pay.
- 6.2.4** The option to convert sick leave hours will be offered to employees during the month of November.
- 6.3** Sick Leave Death Benefit
- 6.3.1** The City will pay the designated beneficiary of a deceased firefighter the total amount of the unused sick leave accumulated.
- 6.4** Bereavement Leave
- 6.4.1** A maximum of two (2) 24-hour shifts of emergency leave may be used in case of death in the employee's immediate family. An additional 24-hour shift may be granted for every 500 miles traveled from Albuquerque one way required to attend funeral services. Additional emergency leave may be granted by the Fire Chief or designee on a case-by-case basis.
- 6.5** Sick Leave Incentive
- 6.5.1** Members who take no sick leave during a six (6) month period (January through June; July through December) shall be given by the City a sick leave incentive in the form of additional vacation hours credited to each member's vacation balance. The incentive shall be twelve (12) hours for the fifty-six (56) hour work schedule; eight (8) hours for the forty (40) hour work schedule; and eight and four tenths (8.4) hours for the forty-two (42) hour work week schedule.
- 6.5.2** Members who take sick leave equal to or less than half of one shift during a six month period (January through June; July through December) shall be given by the City a sick leave incentive in the form of additional vacation hours credited to each member's vacation balance. The incentive shall be six (6) hours for the fifty-six (56) hour work schedule for sick leave utilization of six (6) hours or less during the six (6) month period; four (4) for the forty (40) hour work schedule for sick leave utilization of four (4) hours or less during the six (6) month period; and four and two tenths (4.2) hours for the forty-two (42) hour work week schedule for sick leave utilization of four-point-two (4.2) hours or less during the six (6) month period.

7

RECOGNIZED HOLIDAYS

7.1.1

As of January 1st 2016, Legal Holidays will be as follows:

New Year’s Day	1 st of January
Martin Luther King’s Birthday	3 rd Monday in January
President’s Day	3 rd Monday in February
Fire Fighter Holiday (<i>BRO</i>)	8 th of March
Memorial Day	Last Monday in May
Independence Day	4 th of July
Labor Day	1 st Monday in September
Veteran’s Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	25 th of December

7.1.2

Until December 31st 2015, each bargaining unit Employee’s Birthday Will be a recognized holiday.

7.2

Fire fighters whose work week is either forty-two or fifty-six hours and whose regular normal day off falls on the actual holiday will have another work day designated as the holiday. In this case twelve (12) hours for the 56-hour work-week and ten (10) hours for the 42-hour workweek must be worked by the employee on the day designated as the Holiday. Employees who are required to work on the holiday or designated holiday will receive straight pay for the holiday and time and one half for the regular hours paid for the holiday. Employees who are on paid leave status (i.e., vacation, sick leave) on the actual holiday will receive holiday pay at straight time only, and the time will not be charged to paid leave.

- 7.3** Fire fighters whose workweek is forty hours and whose normal day off falls on the actual holiday will have another work day designated as the holiday. Employees who work a complete shift on the holiday or designated holiday will receive straight time pay for the holiday or designated holiday and time and one-half for regular hours paid for that shift. Employees who are on paid leave status (i.e. vacation, sick leave) on the actual holiday or the designated holiday will receive holiday pay at straight time only and will not be charged for the paid leave.
- 7.4** Employees who are in sick leave status immediately prior to or after the twelve (12) hours worked on the holiday or designated holiday may be required to submit appropriate documentation (doctor's release) to receive holiday overtime pay. Employees who are in a sick leave management plan and who are in sick leave status immediately prior to or after the twelve (12) hours worked on the holiday or designated holiday will receive holiday pay at straight time only, and the time will not be charged to leave. Exceptions to this policy may be granted by the Fire Chief or his designee.
- 7.5** It is understood that employees working the fifty-six (56) hour workweek will receive twelve (12) hours of holiday pay; the forty-two (42) hour workweek will receive ten (10) hours of holiday pay; the forty (40) hour workweek will receive ten (10) hours of holiday pay.
- 7.6** A fire fighter with the Fire Chief or designee's approval may elect to work a holiday at straight time with no overtime compensation and accrue one shift of additional vacation. For the fifty-six (56) hour workweek the accrual will be twelve (12) hours. For the forty-two (42) hour workweek the accrual will be ten (10) hours. For the forty (40) workweek the accrual will be ten (10) hours.

8 **MILITARY LEAVE**

8.1 **Members of Organized Reserve Units**

8.1.1 Military Leave of Absence: Classified Employees who are members of the National Guard, Air National Guard or any organized reserve unit of the Armed Forces of the United States, including the Public Health Services, are granted:

8.1.2 The equivalent of seventeen (17) 12-hour work days of paid military leave per calendar year. This leave may be used for annual training purposes.

8.1.3 The equivalent of an additional seventeen (17) 12-hour work days of paid military leave per calendar year if the employee is mobilized to active duty by the President of the United States in support of operations overseas, in defense of our nation, or in response to national disasters, or in response to an emergency declared by the Governor of New Mexico. This additional leave may be used for pre-deployment training or active duty service:

8.1.4 The equivalent of an additional fifteen (15) 8-hour work days of paid military leave per calendar year if the employee is mobilized to active duty by the President of the United States in support of operations overseas, in defense of our nation, or in response to national disasters, or in response to an emergency declared by the Governor of New Mexico. This additional leave may be used for pre-deployment training or active duty service:

8.1.5 The Maximum paid military leave is 528 hours per calendar year who are members of organized reserve units, regardless of the purpose for which that paid military leave is used.

8.1.6 Classified employees who are included in the Fire bargaining unit whose military commitment requires leave time in excess of that granted above may elect:

8.1.6.1 To be placed into unpaid military leave of absence status; or

8.1.6.2 To use accrued vacation leave, in whole or in part, during their period of military leave. When an employee has used all available paid military leave and paid vacation, that employee will be placed into unpaid military leave of absence status for the balance of their military leave period.

8.2 **Vacation and Sick Leave Accruals While in Military Active Duty Status**

8.2.1 Employees mobilized to active duty by the President of the United States on or after September 12, 2001 in support of operations overseas, in defense of our nation, or in response to national disasters will continue to accrue vacation and sick leave at the same accrual rate as if the employee was not on active duty during all periods of active military duty, regardless of whether the military leave of absence is paid or unpaid.

8.2.2 This accrual shall continue while the employee is in active military duty status and until:

8.2.2.1 The employee returns to City employment; or Until the employee notifies the City of their resignation from City employment while in active military duty status; or Until the employee notifies the City of their intention not to return to City employment at the end of their active military duty, whichever date is earlier (R-04-112).

8.2.3 Any retroactive vacation or sick leave accrual allowed to an employee in active military duty status between September 12, 2001 and October 1, 2004 may not be converted to cash at the time the employee terminates his employment with the City (R-05-311). Due to limitations in the payroll system, this provision shall be administered only with respect to employees who terminate their City employment within twenty-four months of returning to City employment after their completion of active military duty.

8.3 Health Insurance Benefits While in Active Military Active Duty Status

8.3.1 For Employees mobilized to active duty by the President of the United States on or after September 12, 2001 in support of operations overseas, in defense of our nation, or in response to national disasters, the City shall continue to pay the employer portion of health insurance premiums for that employee to the same extent as if that employee were not on active military duty status.

8.3.2 The employee in active military duty status must continue to timely make payment of the employee portion of health insurance premiums to same extent as if that employee were not on active military duty status. Failure to do so will result in termination of health insurance coverage. It is the obligation of the employee on active military duty status to notify the Benefits Division of the Human Resources Department to complete all necessary forms and to make all necessary elections to ensure that the employee's portion of health insurance premiums are made timely, if the employee wishes to continue to have health insurance coverage.

8.3.3 Provided the employee is and remains current on all required employee contributions to health insurance premiums, the city shall continue to pay the employer portion of health insurance premiums while the employee is in active military duty status and until: The employee returns to City employment; or Until the employee notifies the City of their resignation from City employment while in active military duty status; or

8.3.3.1 Until the employee notifies the City of their intention not to return to City employment at the end of their active military duty, whichever date is earlier.

8.4 Members of Unorganized Reserve Units

8.4.1 Employees who are members of unorganized reserve components, as sanctioned by the State of New Mexico or the Federal government, are granted

8.4.1.1 The equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year. This leave is for the purpose of attending organized courses of instruction or training; and or

8.4.1.2 The equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year if the employee is mobilized to active duty by the President of the United States in support of operations overseas, in defense of our nation, or in response to national disasters, or in response to an emergency declared by the Governor of New Mexico. This leave may be used only for active duty service.

8.4.2 The maximum paid military leave is 240 hours per calendar year for employees who are members of unorganized reserve units, regardless of the purpose for which that paid military leave is used.

8.4.3 Employees whose military commitment requires leave time in excess of that granted above may elect:

8.4.3.1 To be placed into unpaid military leave of absence status; or

8.4.3.2 To use accrued vacation leave, in whole or in part, during their period of military leave.

8.4.3.3 When an employee has used all available paid military leave and paid vacation leave, that employee will be placed into unpaid military leave of absence status for the balance of their military leave period.

8.5 General Provisions

8.5.1 In no case shall the hours of paid military leave in a calendar year exceed the maximum number of hours provided above, even though the maximum number of hours may be calculated by reference to “work days”.

8.5.2 All military leave pay is paid at the employee’s straight-time rate of pay.

8.6 Transition Provision

8.6.1 Any employee who has received paid military leave prior to January 1, 2008 in excess of the maximum amount allowable in any calendar year under the terms of this agreement shall not be required to reimburse the City for the excess.

9 OTHER LEAVE WITH PAY

9.1 Requests for Paid Leave

9.1.1 Leave with pay may be authorized for an employee to attend official meetings where the good of the City service is involved or to conduct City business at a location other than the employee's normal workstation.

9.2 Physical Examination Leave

9.2.1 Each employee may utilize one-half (1/2) day paid leave per fiscal year, (12 month period from July 1 to June 30) for the purpose of undergoing a physical examination. The leave shall not be deducted from the employee's accumulated paid leave.

9.3 Special Hardship Leave

9.3.1 Upon the specific recommendation of the Fire Chief, the CAO may grant leave with pay for up to twelve calendar months to permanent full-time employees in cases of extreme hardship due to personal injury or sickness. This leave may be granted only after all other applicable leave has been used and only if the employee is not eligible for pension benefits under the state retirement program. An employee whose exceptional performance has been certified by the Fire Chief is eligible for consideration for this leave. The Chief Administrative Officer's decision not to recommend an employee for this leave is not a grievable issue.

9.4 Jury Duty

9.4.1 Any employee who is called to serve required jury duty shall be paid their regular pay for their regular scheduled duty time for the time they serve as a juror. The employee shall sign over to the City their jury pay. The City payroll clerk shall make an adjustment to payroll for the proportionate part of the check covered by non-duty hours.

9.5 Leave to Vote

9.5.1 In accordance with State law, employees whose normal work day begins less than two hours after the opening of the polls, or ends less than three hours prior to closing of the polls, shall be granted up to two hours leave with pay to vote.

9.5.2 Employees who wish to take leave to vote must submit a form P-30 requesting such leave one (1) week in advance.

9.5.3 Leave to vote shall be scheduled by the employee's FOC Commander consistent with staffing needs.

- 9.5.4** Employees released from work to vote shall proceed directly to their precinct polling station to vote, and shall return to their duty station immediately after casting their ballot.
- 9.5.5** The Department may require employees requesting leave to vote to furnish documentation that they are a registered and eligible voter.
- 9.5.6** The Department may verify that an employee taking leave to vote did, in fact, vote at their precinct polling station.
- 9.5.7** Employees who abuse this privilege will be subject to disciplinary action.
- 9.5.8** The Fire Chief, at his discretion, may implement an incentive plan to encourage early voting to minimize use of leave to vote.

10 LEAVE WITHOUT PAY/ LEAVES OF ABSENCE

10.1 Leave Without Pay

- 10.1.1** All requests for leave without pay require approval of the Department Head and any request for leave without pay for 10 days or more requires approval by the Chief Administrative Officer.
- 10.1.2** An employee may be granted leave without pay for a period not to exceed one year as a result of sickness or disability when certified by a medical doctor, or to run for (non-City) public office, or for additional vacation time, or for good and sufficient reason which the Chief Administrative Officer considers to be in the best interest of the service.
- 10.1.3** Leave without pay may be granted for the purpose of attending schools or courses only when it is clearly demonstrated that the subject matter is directly job related and will result in improved job effectiveness in the organization.
- 10.1.4** Sufficient leave of absence without pay may be granted to permanent employees to enable them to hold a (non-City) public office to which they have been elected.
- 10.1.5** Except under unusual circumstances, voluntary separation to accept other employment shall be considered by the Chief Administrative Officer as insufficient reason for granting a leave of absence without pay.
- 10.1.6** The City may provide a one (1) year leave without pay for the purpose of allowing an employee to perform the full time duties of Chief Steward or elected Union Representative.

11 WORK WEEK

11.1 General Work Week Provisions

11.1.1 The work schedules for the Fire Department will consist of:

11.1.1.1 A 56-hour work week cycle consisting of two consecutive 24-hour shifts and four days off. For the 56-hour workweek, pay will be based on actual hours worked and/or actual leave hours taken. The Department will afford the opportunity to the employee to make up time lost because of voluntary or forced moves or transfers.

11.1.1.2 A 42-hour work week cycle consisting of two 10-hour shifts, two 14-hour shifts and 4 days off. In the event that the staffing software program necessitates a change in how pay and leave issues are handled, the Union and the City agree to meet and negotiate on any changes. Alarm personnel shall work one (1) ten (10) hour shift (08:00 – 18:00), one (1) twenty-four (24) hour shift (08:00 – 08:00), one (1) fourteen (14) hour shift (18:00 – 08:00) with five (5) days off.

11.1.1.3 A 40-hour work week cycle will consist of 4 - 10 hour shifts. Exceptions may be granted with mutual agreement between the Fire Chief and the Union.

11.1.2 The workweek cycle currently in effect will continue for the term of this agreement, unless altered as per the following procedures:

11.1.2.1 The Union will be given 15 days advance written notice of the proposed changes.

11.1.2.2 During the 15 day period the Union and Management will meet to discuss the proposed changes and alternatives.

11.1.2.3 The Chief will provide the Union a 15-day advance written notice of the schedule to be implemented.

12 WORK HOURS

12.1 Stand-By Time

Stand-By Time may be required by the Fire Department as provided below.

12.1.1 Arson Work Week

12.1.1.1 Three (3) Lieutenants and three (3) Drivers will be assigned to a fifty-six (56) hour workweek consisting of two (2) consecutive twenty-four (24) hour shifts and four (4) days off.

12.1.1.2 All fire investigations shall be divided equally among arson personnel. The Captain of the Arson division will resolve disputes over workload. The decision of the Captain will be final and binding.

12.1.1.3 The Captain and one (1) Lieutenant QA will be assigned to a Forty (40) hour workweek (4/10's).

12.1.1.4 Overtime will occur when staffing falls below minimum staffing levels. Minimum staffing will be one (1) certified arson investigator on a fifty-six (56) hour workweek. In the event of large scale incidents, multiple calls occurring during the same time frame, or other extraordinary situations, additional overtime may incur with the approval of the Fire Chief/Fire Chief's designee i.e., Captain of Arson Division.

12.1.1.5 Overtime will be non-rank specific after attempts have been made to fill the rank that created the vacancy.

12.1.1.6 Personnel assigned to the Arson 40 hour workweek shall be allowed to take their assigned arson vehicles with their assigned specialized equipment home to be used for business purpose only.

12.1.1.7 Court, Grand Jury, Interviews, Interrogations and other case related issues that occur during non-regular working hours will accrue overtime in accordance with the collective bargaining agreement Section 26.1.2.

12.1.1.8 The Lieutenant and Driver assigned to the Arson Division shall be allowed to trade time intra-division as outlined in section 15 of the collective bargaining agreement.

12.1.2 Key members of the Albuquerque Fire Department as identified by the Fire Chief assigned to a forty (40) hour workweek and who are required to be on-call after hours, including weekends for a period of seven (7) consecutive days, shall accrue 4.0 hours of Comp-time leave. To qualify for this standby/on-call leave, the key employee must carry and answer calls received on a city issued cell phone both while on duty and during the employee's normal non-work hours. A key employee who fails to respond to a call on a cell phone provided by the city shall not be eligible for any standby/on-call leave accrual and may be subject to disciplinary action for the seven (7) days of standby/on-call assignment. Standby/on-call leave may not be converted to cash payment at separation of employment.

12.1.3 Employees assigned to the Fire Marshal's Office shall assign one (1) PIO and one (1) on-call officer on a weekly basis. The member on call shall receive 2.285 hours of comp-time for each day assigned to on-call status. The on-call status will be distributed equitably among all the members assigned to the Fire Marshal's Office. The Fire Marshal or his/her Designee will manage the rotation list. If the Department establishes a PIO division, The PIO Assignee under this provision shall be made by the PIO Division.

12.2 Call-In Guarantee

12.2.1 An employee called back to work after the completion of their normal assignment will be guaranteed for each such call- in a minimum of four (4) hours and shall be compensated for all such time at a rate equal to one and one-half (1-1/2) times their regular pay. This provision will not apply if the assignment immediately precedes or follows and is continuous with the regular work assignment.

12.3 Overtime Pick list

12.3.1 If the employee works within a specialty or support division and an overtime opportunity exists within the division, the employee must accept the opportunity within the division or refuse the opportunity to work.

12.3.2 Employees who sign up to work overtime in staffing system shall be called and offered overtime assignments that they are qualified to work based on the number of overtime hours worked in the year, the employee with the least number of hours of overtime worked being offered the first opportunity.

12.4 Pay Status on Transfer/ Travel Allowance

12.4.1 Employees, who are temporarily assigned to a location other than their duty station or base of employment after reporting for work, will travel to the new work station on a pay status in a department car or be compensated for use of their personal vehicle at the IRS approved mileage rate. While traveling to a new work station on paid status, the employee and his or her personal vehicle will be covered in accordance with the City of Albuquerque Risk Management Manual and applicable State Workers' Compensation Statutes.

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

13 WORK ASSIGNMENTS

13.1 Floating Rotation Lists

13.1.1 Firefighters with less than twelve (12) years of service within the department will be required to float. Firefighters will be assigned to a fire station. Floaters will normally float first in station, then in Battalion, and lastly in agency.

13.1.2 Firefighters 1st Class who have twelve (12) or more years of service with the department will not be required to float. If this failure to float by Firefighters 1st Class with twelve (12) or more years of service results in overtime that would not normally occur, members will be required to float based on seniority, with the least senior employee floating first.

13.2 Temporary Assignment to Lower Rank

13.2.1 The City does not encourage the assignment of employees to positions graded at a lower rank than the employee holds; however, in extraordinary situations it may be necessary to temporarily assign an employee to perform work normally assigned to one rank lower. Because of safety factors, no officer will be assigned a driver's position unless he previously held the certification within the last two years.

13.3 Limited Duty Program

13.3.1 The parties agree to abide by the City's Modified Work Program and applicable Federal Law.

13.3.2 Non-Hazardous Duty: The Department shall continue to provide good-faith consideration to employee requests for non-hazardous assignments because of temporary non-disabling physical conditions that warrant such a re-assignment. The Department's decision on these matters shall not be subject to this Agreement's Grievance Procedure.

14 SENIORITY

14.1 Seniority is determined by the date an employee is hired by the department into a full time IAFF Local 244 bargaining unit position.

14.1.1 In the event the hire dates as described above are the same, the following AFD ID number selection process will apply.

14.2 Time in grade Seniority:

14.2.1 Applies to Firefighters, Drivers, Lieutenants, Captains, and Battalion Commanders.

14.2.2 Is determined first by the promotion date.

14.2.3 In the event the promotion dates are the same and both employees took the same test, seniority will be determined by test score.

14.2.4 In the event that promotion dates are the same and employees took different tests, seniority will be determined by AFD ID number.

14.2.5 In no case will a member bypass another member on the same promotion list with a higher test score.

14.3 The City will establish a department wide seniority list and any recognized specialty seniority list. All lists shall be brought up to date on a quarterly basis and shall be posted as such on the Union Bulletin boards for a period of not less than thirty (30) days. The City shall provide a copy to the Union Secretary within a reasonable time.

TRADE TIME

- 15.1.1** Employees of equal rank and qualifications may trade time when, in the opinion of the Fire Chief or his/her designee, the trade does not interfere with the operation of the Department.
- 15.1.2** Employees of different rank and like qualifications may trade time when, in the opinion of the Fire Chief or his/her designee the trade does not interfere with the operation of the Department. The traded time off and the traded time worked must be entered into the Department staffing software prior to the effective date of the trade.
- 15.1.3** The trade agreement is reciprocal between two or three employees trading the time worked. It is not the responsibility of the City to make monetary adjustments to any employee for the execution of trade agreements. The maximum number of employees allowed on any trade of time agreement shall be three, except the alarm room may allow four.
- 15.1.4** Employees who agree to work the trade time shall be responsible for execution of the trade time.
- 15.1.4.1** In the event the employee reports off for any reason, and the vacancy necessitates an overtime, the employee failing to report shall be docked at time and one half. The employee may be subject to progressive disciplinary action.
- 15.1.4.2** In the event the employee reports off and it does not necessitate an overtime shift, the employee failing to report shall be docked at straight time. The employee may be subject to progressive disciplinary action.
- 15.1.4.3** Members unable to fulfill trade time requirements due to hospitalization of the member or the immediate family as defined in the City's Personnel Rules and Regulations shall not be docked pay. In these instances, the member's sick leave or vacation shall be used. The employee shall be required to provide written documentation from a physician in order to utilize this benefit.
- 15.1.5** Trade time shall be repaid within one hundred eighty (180) days of the first shift affected by the trade. An employee shall not be entitled to the usage of sick leave or vacation while working trade time scheduled pursuant to this section. The City or Union is not responsible in any way for trade time not paid back.
- 15.1.6** The trading of time on holidays shall be allowed, as if the day were any day of the week.

- 15.1.7** No employee shall pay or accept monetary compensation for working another employee's time. Violation of this subsection shall be just cause for disciplinary action against both the employee paying and the employee receiving monetary compensation.
- 15.1.8** Trade time will not be granted during scheduled training. Training scheduled after members have already been granted trade time will not prevent members from utilizing trade time. It is the employee's responsibility to obtain missed training on the employee's time, unless the employee had scheduled trade time prior to the training announcement.
- 15.1.9** It is understood that this agreement is solely for trading of time and is not intended to change the work week cycle.
- 15.1.10** The parties agree that the Fire Chief and his/her designee may adopt rules and regulations implementing the provisions of this Section. The City will meet and confer, at the Unions request, to discuss concerns regarding adoption of rules and regulations.
- 15.1.11** Trade time must be hour for hour.
- 15.1.12** Trade time must be entered into the staffing system by both parties within 7 working calendar days.

16 UNIFORMS

16.1 Uniforms

16.1.1 The City agrees to provide to each bargaining unit member the following items as needed:

Fatigue pants	Three (3)
Fatigue shirts	Three (3)
AFD lettered sweatshirt	One (1)
Belt	One (1)
Shoes/boots	One (1) pair

16.1.2 The City agrees to replace the above mentioned items on an as-needed basis as determined by the Chief or Chief's designee.

16.1.3 If the City mandates a uniform change, a 30-day grace period will be given for implementation so that the City and the Union can discuss the changes. All costs associated with a uniform change will be the responsibility of the City. All uniform changes will result in an initial issuance in accordance with Subsection 16.1.1 as above.

17 SAFETY AND ACCIDENT REVIEW COMMITTEE

17.1 Union-Management Safety Committees

17.1.1 The employer will assert every reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees using the appropriate Federal, State or City Law. The Union will cooperate by encouraging all employees to work in a safe manner.

17.1.2 A department Safety Officer shall be selected by the Fire Chief. The Safety Officer will be a promoted Lieutenant or Captain from the ranks of the Albuquerque Fire Department. The Safety Officer shall be a voting ad hoc member of the Occupational Health and Safety Committee.

17.1.3 The Occupational Health and Safety Committee established within the Fire Department shall function under the following guidelines:

17.1.3.1 The composition of the Health and Safety Committee will be as follows:

17.1.3.1.1 Fire Chief and Union President shall mutually appoint one member from each rank (Firefighter 1st Class – Commander) to serve on the safety committee on an annual basis.

17.1.3.1.2 All Safety Committee recommendations shall be added to the agenda of the subsequent LMC meeting for discussion before final Chief's decision.

17.1.3.1.3 Committee shall submit Accident Review findings to Deputy Chief of Operations to determine appropriate action and/or discipline.

17.1.3.1.4 The Safety Officer will be the Chairperson for these meetings.

17.1.3.2 Members will be appointed for a one year period. Appointments will be made in December of each year under the following guidelines;

17.1.3.2.1

The authority of the committee shall be:

17.1.3.2.1.1

To introduce proposals and recommendations to the Fire Chief that is initiated by the committee or by an employee in regards to occupational health and safety.

17.1.3.2.1.2

To review injuries or accidents as directed by the City Occupational Safety Officer.

17.1.3.2.1.3

To oversee, review and recommend testing of equipment and PPE as it relates to occupational health and safety.

17.1.3.2.1.4

To investigate accidents and hazards, and make recommendations to the Fire Chief.

17.1.3.2.1.5

To conduct safety surveys and safety training programs as approved by the Fire Chief.

17.1.3.2.1.6

To recommend safety precautions to the Fire Chief as necessary in any area viewed as endangering uniformed members.

17.1.3.2.2

The responsibility of the committee shall be:

17.1.3.2.2.1

To standardize safety procedures throughout the department to include consultation with individuals or other committees in the development, review and revision of Standard Operating Guidelines as assigned by the Fire Chief.

17.1.3.2.2.2

To disseminate safety information and act as liaison between the employees and supervisors or the Fire Chief.

17.1.3.2.2.3

To review and answer all safety proposals.

17.1.3.2.2.4

To attend meetings and reviews as required.

17.1.3.2.2.5

To make recommendations to the Fire Chief.

17.1.3.2.2.6

To initiate investigations of incidents that have resulted in Firefighter injury or death within 48 hours of the occurrence. The IAFF Firefighter Line of Duty Death or Injury Investigation Manual shall be referenced as a guide to these investigations as needed.

- 17.1.4** Handling of Safety Items: When an employee notes a potential safety hazard or has a recommendation concerning safety, they should contact their immediate supervisor. If the issue cannot be handled at this level, they shall contact their representative who will, in turn, contact the Division/Battalion Commander. If the situation cannot be rectified at this level, the representative will refer it to the committee for action. All communication of this nature will be done in writing and each will necessitate a response in writing.
- 17.1.5** Members of the committee shall serve on pay status. The committee will normally meet during regular work shifts of its members as far as is practicable.
- 17.1.6** The City recognizes its obligations and acknowledges its intent to comply with OSHA regulations. Personal protective gear provided by the department shall be the turn out gear, helmets, gloves, eye protection, boots and hood.
- 17.2** Communicable Disease and Hazardous Materials Handling
- 17.2.1** If a fire fighter, while carrying out their duties, is exposed to a contagious disease or hazardous materials, the City agrees to pay the expense for inoculation and immunization for the employee and members of the fire fighter's family.
- 17.2.2** The City further agrees to reimburse any fire fighter for any co-payment required for inoculation and/or immunization required due to the exposure to a contagious disease as a result of the fire fighter's carrying out of their duties.
- 17.2.3** This benefit is subject to the review and approval of the Risk Management Division based on documentation and verification submitted.
- 17.2.4** The parties acknowledge that Federal Law has established certain requirements regarding exposure of employees to work place hazards associated with the transmission of communicable diseases.
- 17.2.4.1** In order to ensure compliance with the law, the parties agree to cooperate in the development of an Exposure Control Plan, provision of personal protective equipment, appropriate vaccinations, associated record keeping, and training for Albuquerque Fire Department personnel.
- 17.2.4.2** The Union President and the Fire Chief or designee shall maintain ongoing communication to ensure and facilitate compliance with this contractual provision.
- 17.2.4.3** The Department Safety officer will administer the Exposure Control plan at all times possible. If the Safety Officer cannot be reached, the on duty QI Officer will administer the plan in his absence.

17.3 Physical Fitness

17.3.1 PFT Program

17.3.1.1 The firefighting profession requires each member to maintain a high degree of physical fitness for the safety of the individual and the citizens they serve. It is agreed that the Peer Fitness Trainer (PFT) Program, endorsed by the IAFF and the IAFC, shall be the Department's Health and Wellness Program. It is understood that participation in the Department's PFT program maintains compliance with the Fire Fighters Occupational Disease Act.

17.3.1.2 It is understood that participation in PFT evaluations/testing is required.

17.3.1.3 The results of PFT fitness evaluations shall not be considered just cause for disciplinary action.

17.3.1.4 It is agreed that all members shall have access to a PFT trainer for consultation and assistance on their shift.

17.3.1.5 All testing, data, consultation and assistance associated with the PFT program are to be confidential

17.3.2 The Department will proceed with its plan to require each employee to be "red carded" at the arduous level for Wildland certification.

17.3.2.1 Participation in the Pack Test is required. The results of Pack Test shall not be considered just cause for disciplinary action.

17.3.2.2 A Rescue or ALS Unit will be assigned at all arduous level pack test sites.

17.4 Employee I.D. Cards

17.4.1 The Fire Department will issue employee I.D. cards and the employees shall carry the I.D. card with them at all times during the employee's work hours.

17.5 Additional Injury Time

17.5.1 Because of the unusual exposure of fire fighters to injury, a maximum of sixty (60) working days injury time may be granted to fire fighters at the prerogative of the CAO in addition to the injury time presently allowed by the Merit System Ordinance.

17.5.2 This shall include current employees who are now off as a result of injury who have exhausted their injury time.

17.6 Full Duty Re-Employment

17.6.1 Fire fighters whose employment is terminated for physical or medical reasons which were brought about by sickness or injuries resulting from the performance of the fire fighter's duties, will be eligible for rehire within the department at the same rank, grade and step, if, within thirty- six (36) months from the date of official termination, the physical or medical conditions responsible for the termination have been relieved to the extent that the fire fighter is fully capable of resuming the duties they were performing at the time of their injury.

17.6.2 Fire fighters who becomes physically or medically unable to perform their duties as a result of non-duty sickness or injury may be returned to their firefighting duties if within twenty four (24) months of the layoff the physical or medical conditions responsible for the layoff have been relieved and the fire fighter is fully capable of performing his/her duties as a fire fighter.

17.6.3 If a medical exam is required, it will be performed by a doctor selected by the City.

17.6.4 Fire fighters who have qualified for and are actually receiving benefits of duty disability under the terms of the Public Employees Retirement Act of New Mexico are not eligible to participate in this program.

17.6.4.1 Should such duty disability benefits be suspended by PERA the fire fighter shall be eligible for consideration under this program provided they are determined to be capable of resuming the duties they were performing at the time of their injury.

17.6.5 This section applies only to fire fighters who are not eligible to retire as per this Agreement or PERA requirements.

18 TRAINING, EDUCATION, LICENSURE and CERTIFICATION

- 18.1** Bargaining unit members may be granted leave to attend courses at the college level. Requests for leave will be judged on the basis of job performance and the department workload. Such leave will not be granted if the course is offered during a bargaining unit member's regular non-duty hours.
- 18.2** Bargaining unit members required by the City to attend educational or instructional courses shall be paid their regular rate of pay for the hours spent in attendance and such time shall be considered time worked provided that an employee who misses a scheduled training due to vacation or traded time shall obtain the missed training on the employee's own time unless the employee had scheduled the vacation/trade time prior to the training announcement. It is understood that whole shifts may be rescheduled subject to a minimum of 8 days prior notice to the fire fighter. On a case basis, the Union and management by joint agreement can reduce the notification period not less than 72 hours.
- 18.3** Any time required by the City which is less than a complete shift will not be subject to rescheduling but will be considered time worked for the purpose of computing overtime.
- 18.4** The existing policies regarding leave, mileage, and/or per diem for courses offered outside the City shall remain in full force and effect for the duration of the Agreement.
- 18.5** Fire fighters who are required to attend educational or instructional courses during their regularly scheduled days off shall have proportionate days off rescheduled prior to attendance.

19

POSITION DESCRIPTIONS AND SPECIFICATIONS

19.1

Job Descriptions

19.1.1

Official job descriptions may be available through the City Human Resources Department. Job descriptions shall represent a general list of duties and responsibilities performed by employees.

20 PROMOTIONAL PROCEDURES and POLICIES

20.1 Promotional Procedure

20.1.1 The City, Fire Administration and the Union agree to meet on an as needed basis to discuss and develop a promotional process and to recommend the process to the CAO, Director of Human Resources and Fire Chief.

20.1.2 One union representative will be granted leave without pay for the purpose of attending such meetings.

20.2 The rank of Firefighter, Driver, Lieutenant and Captain will be separated by a 10% difference in pay.

20.3 Temporary Upgrade

20.3.1 Employees will receive an actual 10% increase on a temporary upgrade.

20.3.2 All members will accept upgrade to the next rank when directed, unless they have submitted a letter of refusal to upgrade to the Labor Management Committee.

20.3.3 It is incumbent upon the individual member to insure that their personnel profile is accurate and up to date at the FOC. An employee who has been approved to refuse upgrade, pursuant to section 20.3.7., shall be considered ineligible for temporary upgrade until a letter is submitted by the employee to the Deputy Chief of Human Resources indicating that the employee is willing to temporary upgrade.

20.3.4.1 Before any Driver or upgraded Driver is assigned to operate/drive an Engine, Ladder, Squad or Rescue they must have successfully completed the driver certification requirements of the specific apparatus they are being assigned to drive/operate. Except in an emergency, no Driver or upgraded Driver will be allowed or forced to accept an assignment to operate/drive an apparatus until they are certified by the Fire Academy staff.

20.3.4.2 Before any member is assigned to upgrade to the next rank they must have successfully completed the certification requirements of the rank they are being upgraded to. Except in an emergency, no member will be allowed or forced to accept an assignment to a higher rank until they are certified by the Fire Academy staff.

20.3.5 It is understood that members who refuse to upgrade within a one year period to a promotional exam will not be eligible to participate in the promotional process. It is also understood that members on promotional lists will be directed to upgrade and may be required to float to upgrade. Further exceptions to this provision may occur should both the City and the Union agree.

- 20.3.6** As an incentive, firefighters who are certified to drive shall be removed from the floating pool and shall be required to float only when required to upgrade at other stations as outlined above, or if the failure to float would result in overtime that would not usually occur. Floating by certified firefighters to avoid unnecessary overtime would be based on seniority, with the least senior firefighter floating first.
- 20.3.7** Members shall be allowed to submit a letter of refusal to upgrade as indicated above; however, this letter shall only be a request. A joint labor management committee shall be formed consisting of two Union appointees, two Department appointees and a fifth at large member selected by the other four members. The committee shall meet as needed and shall interview members who have submitted refusal to upgrade letters. The committee will deliberate on the refusal to upgrade letters based on the justifications given by the member wishing not to upgrade. The committee shall submit official recommendations to the Fire Chief in a timely manner. The member shall not be required to upgrade until the Fire Chief has rendered a decision, unless the failure to act would result in overtime that would not usually occur. In this event the member would be required to upgrade.
- 20.3.8** Drivers shall be allowed to upgrade to the rank of Lieutenant in single engine companies where Captains are currently assigned to alleviate floating to upgrade. A Lieutenant in a different station must be upgraded to Captain to fulfill all staffing requirements as directed by the FOC.
- 20.3.9** Bargaining unit members will only upgrade in station unless unusual circumstances occur that require the member to relocate to another station.
- 20.3.10** Both Management and the Union must agree in writing for temporary upgrades outside of the bargaining unit.
- 20.3.11** Temporary upgrades for Commanders shall be made in accordance with Section 702.1 of the City Personnel Rules and Regulations.

21 PERSONNEL FILES

- 21.1** An employee will receive prior notification before any document(s) related to discipline of the employee is placed in the employee's Human Resource file.

- 21.2** Any documentation of a written reprimand, a suspension or other disciplinary action taken by management will require notification of the employee prior to placement in their Fire Department file.

- 21.3** The City agrees to allow all bargaining members access to their personnel file for review. Materials may be removed from the personnel records with the authorization of the Human Resource Director, or designated representative.

CONDITIONS of EMPLOYMENT

22.1 Drug Testing

22.1.1 The parties agree that substance abuse will not be tolerated in the Fire Department. In recognition of the need to maintain a drug free work place, Management may implement certain policies and procedures. Prior to the implementation of these policies and procedures the Union will be allowed to provide input.

22.1.2 The City and the Union recognize that drug testing implicates important privacy issues to the employees subject to testing, and further recognize the importance to both the employee and the City of insuring maximum accuracy of the testing process. The City and the Union therefore agree to meet and confer on a periodic basis to evaluate the efficiency of the testing process and to make recommendations to the Chief Administrative Officer for improvements to the testing process.

22.2 Outside Employment

22.2.1 All members covered by this Agreement shall abide by the Personnel Rules and Regulations regarding outside employment. The Chief may approve up to four (4) additional hours per week beyond the maximum allowed by the personnel rules and regulations. The Chief's decision shall not be subject to challenge under this agreements grievance procedure.

22.2.2 For the purpose of this section, Personnel Rules and Regulations shall mean those in effect on the effective date of this contract.

WRITTEN REPRIMANDS

- 23.1** Written Reprimands. An employee may appeal a written reprimand in the manner set forth below or appeal the reprimand in accordance with the City's Merit System Ordinance. Once an employee chooses an option, the choice shall be irrevocable. The employee may not use both appeals processes.
- 23.2** Unless there is a request for mediation, the parties will not be required to submit written reprimands through the City Mediation Program.
- 23.2.1** A written reprimand will only be determined and issued through the employee's chain of command. The Fire Chief or designee may request an informal meeting to review facts and or circumstances prior to the reprimand being imposed.
- 23.2.2** A written reprimand will be appealed to the supervisor of the issuing individual who determined and issued the reprimand. This will be the employee's opportunity to respond to the discipline. This appeal may be in writing or in person and must occur within ten (10) days after the employee receives and has the opportunity to sign for the reprimand. The decision of the supervisor can be appealed to the Deputy Chief of Human Resources. The decision of the Deputy Chief will be final.
- 23.2.3** The discipline will be considered imposed after the final decision of the supervisor. If there is no request for review, the discipline will be considered imposed after the ten (10) day period passes.
- 23.2.4** The Department Director, or his/her designee within the department, has the sole authority to discipline.
- 23.3** A written reprimand may be used for disciplinary purposes for up to four (4) years from the date of the incident. If another infraction occurs within the four (4) years, the reprimand may be used for disciplinary purposes for up to five (5) years from the original date of the incident. A written reprimand will not be considered for transfer or in the promotional process. If a written reprimand is used for progressive discipline, the Ad Hoc Grievance Committee may consider the underlying issues in determining the appropriateness of the progressive discipline.

GRIEVANCE and APPEAL PROCEDURES

- 24.1.1** The purpose of this procedure is to secure, in an atmosphere of courtesy and cooperation and at the lowest possible administrative level, an equitable solution to the problems which may arise. A grievance or appeal should first be discussed with the aggrieved person's immediate supervisor with the objective of resolving the matter informally.
- 24.1.2** Grievances and Appeals are formal complaints of employees concerning an alleged violation of a specific provision(s) of the agreement, or actions taken by management which result in a loss of pay or seniority, or in written reprimand. Other complaints firefighters have about working conditions, rules and regulations, promotions and transfers must be made through the chain of command.
- 24.1.3** Since it is important that grievances be resolved as rapidly as possible, time limits given shall be considered as maximum and every effort shall be made to expedite the process. In the event the last day of a time limit falls on a weekend or legal holiday as defined herein, the time limit shall include the next working day as well.
- 24.1.4** Refusal to appear and participate in a grievance or appeal proceeding at any formal stage in a proceeding shall result in forfeiture of the right to grieve or appeal. As a condition of employment, employees are required to appear as witnesses in grievance and appeal hearings when requested by the aggrieved employee or by members of the City administrative staff.
- 24.1.5** Before taking action which could result in loss of pay or seniority, the Fire Chief or designee may call for an informal review of the circumstances surrounding the proposed action. A firefighter who is aggrieved by such action may appeal the decision within ten (10) calendar days of the action being taken. A supervisor contemplating discipline shall not be required to submit the issue to the City Mediation Program Coordinator prior to the employee's response to the discipline. (The decision of the Department Director may be grieved or appealed through the provisions set forth in this section.)
- 24.1.6** Disciplinary action in the form of a suspension may be implemented immediately or postponed pending the outcome of a grievance or appeal. The decision by the Department Director as it relates to the immediate implementation or postponement of the suspension will be made on a case-by-case basis, and shall not be considered to set precedent.
- 24.1.7** An attempt will be made to notify a firefighter in a disciplinary action in every-day language and not track the language of a criminal statute or criminal ordinance. No specific language is required to meet any jurisdictional test. The language need only be specific enough to notify the officer of the alleged misconduct. This section will not limit the City from pursuing any criminal charges against the firefighter.

- 24.1.8** Participation in the City Mediation Program shall be voluntary. The member may elect mediation or he/she may bypass the City Mediation Program and the additional review by the Department Director.
- 24.1.9** A grievance by an employee(s) alleging a violation of a specific provision(s) of this Agreement may only be appealed to the City's Labor-Management Relations Board by the Union.
- 24.1.10** Appeals involving discipline resulting in suspensions, demotion or discharge will be appealed in accordance with the provisions of Section 3-1-25 of the Merit System Ordinance.
- 24.1.11** The employee may file a written response to any document containing adverse comments entered into his/her personnel file. The written response shall be attached to the document.

25

EMPLOYEE REIMBURSEMENTS

25.1

Employee shall receive Per Diem and mileage reimbursements in accordance with the City's Rules and Regulations and Procedures.

25.2

Damage to Personal Property

25.2.1

Loss or damage to personal items on City property will be handled in accordance with the City Risk Management manual.

25.3

Employees whose prescription eye glasses are damaged while employee is on duty, through no fault of the employee, will be eligible for reimbursement up to a maximum of \$200.00 per year.

LIABILITY COVERAGE

26.1 Legal Protection/ Civil Actions

26.1.1 Should a member of the bargaining unit be sued in a civil action for any allegations arising out of the course and scope of their employment, the City will defend and indemnify that employee pursuant to the requirements of the New Mexico Tort Claims Act, Section 41-4-1, et. seq., NMSA 1978, (as amended).

26.1.2 Firefighters subpoenaed on behalf of the City or at the request of the D.A., on issues arising as a direct result of actions taken while in the performance of their duties will do so on pay status. It is understood that any compensation received while on pay status with the City shall be returned to the City.

27 **EMPLOYEE ASSISTANCE PROGRAMS**

27.1 Employee Assistance Program

27.1.1 Fire fighters are eligible to participate in the City's Employee Assistance Program. This program provides for self-referral, supervisory referral, department head or counselor referral. This program will include, but is not limited to, assistance in stress, burnout, alcohol and drug related problems. Information presented to the doctor's participating in this program is confidential.

27.1.2 The City agrees to pay the local \$11,000.00 per fiscal quarter to provide for an in house Employee Assistance Program. The Union shall provide an audit of expenses each year. The Union and the Department shall jointly approve councilors for the program. The parties will maintain the principle of anonymity they have established with this program and the City's Employee Assistance Program.

27.2 Funeral and Burial Expense

27.2.1 The City agrees to defray funeral and burial expenses of any Firefighter who dies while on duty up to a maximum of ten thousand dollars (\$10,000).

27.3 Critical Incident Stress Debriefing

27.3.1 The City/Department shall be prepared to discuss the possibility of providing Chaplain services for employees.

27.4 Hepatitis C

27.4.1 The City/Department and the Union shall jointly develop a training program to address the dangers of Hepatitis C and implement a Hepatitis C testing program.

28

CITY PROVIDED EQUIPMENT and TOOLS

28.1

The City agrees to provide all the necessary safety equipment appropriate to the nature of the assignment, at the discretion of the Fire Chief.

28.2

The parties agree the security and maintenance of city provided equipment is a mutual concern and responsibility.

29**EMPLOYEE INCENTIVE PROGRAMS****29.1**

Academic Incentive Pay

29.1.1

Employees shall receive academic incentive pay equivalent to \$1.00 per month for each credit hour from an accredited college or university which the employee has successfully completed with a grade of "C" or better, provided, however, that the employee must have completed a minimum of 15 credit hours prior to receiving such pay.

29.1.2

To be acceptable for academic incentive pay, all credit hours must be approved by the Firefighter Academic Committee.

29.1.3

The Fire Fighters' Academic Committee shall be composed as follows: Fire Chief or his/her designee, the Fire Academy Division Commander, and a representative from the Union.

29.1.4

The City shall make available \$35,000 per City fiscal year to be used for tuition assistance for any higher education accredited by an institution approved by the City and the Department. The City shall make \$35,000 available for tuition assistance each subsequent fiscal year during the term of this contract.

30 LAYOFF/ REDUCTION IN FORCE and RECALL

30.1 Layoff and Recall

30.1.1 When it is necessary to have a layoff/reduction in the work force, employees will be laid off in reverse order of seniority. Laid off employees have the responsibility of keeping the City informed as to their correct mailing address.

30.1.2 The City shall notify the Union at least twenty-one (21) days prior to any reduction in force and, upon the request of the Union, shall afford the Union an opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives.

30.1.3 Employees to be laid off shall be given at least fourteen (14) calendar days notice prior to their layoff.

30.1.4 Employees laid off due to a reduction in work force will be called back in their seniority order to vacancies for which the employee qualifies either as certified EMT-P positions or Fire Suppression. Employees will be called back according to the following procedures:

30.1.4.1 The City will advise the employee to be recalled by certified or registered United States mail. A copy of such recall notice will be furnished to the Union.

30.1.4.2 An employee, upon receiving notice of recall, will within seven (7) days, signify their intention of returning, to the Chief of the Department advising the Chief of the date they will be available for service, which available date must not be later than twenty (20) calendar days from the date the employee receives the recall notice unless there are extenuating circumstances

30.1.4.3 Employees failing to comply with this section will forfeit their recall rights. Failure to report following the receipt of the recall will be considered an automatic resignation. It is understood that the City will have discharged its obligation of notification to laid off employees by having forwarded the recall notice as herein outlined.

30.1.5 No new employees will be hired in any fire fighter classification until all laid off sworn fire fighters have had an opportunity to return to work.

30.1.6 Seniority for the purpose of layoff shall mean total continuous service with the Albuquerque Fire Department served as a uniformed fire fighter.

- 30.1.7** When a layoff/reduction in work force results in the reassignment to a lower grade, the fire fighter affected shall be the least senior person. In regard to this subsection, seniority shall mean time in grade for Driver, Lieutenant, Captain and Commander. In the event two or more fire-fighters have the same promotional date, the fire fighter with the higher placement on that list shall be considered senior. The fire fighter moving to the lower ranks shall be considered senior to those fire fighters in the lower ranks. As vacancies become available in the higher rank, the fire fighters assigned to the lower rank, as a result of the reduction in force, will have first opportunity to return to their former rank prior to considering fire fighters on promotional list.
- 30.1.8** In general, it is understood and agreed by the parties that in the Fire Department, in the uniform service, the individual affected by a reduction in force will have preference over an individual on a promotional list.
- 30.1.9** An employee shall have recall rights for two (2) years. If the laid off employee has not been recalled to work within two (2) years, the City shall have no further recall or re-employment obligation to the laid off employee.

31 RESIGNATION and RETIREMENT

31.1 Resignation

31.1.1 Bargaining Unit members shall be compensated in cash at their regular rate of pay for any unused accumulation of vacation when they are permanently separated from the City.

31.2 Retirement

31.2.1 At the time of retirement bargaining unit members may convert accumulated sick and vacation to early retirement leave or be compensated in cash at their regular rate of pay.

31.2.2 Accumulated vacation and sick leave, accrued prior to March 10, 2001, will be converted from 11.2 hours to 12.0 hours, prior to being converted to early retirement leave provided the employee takes all of the time for this purpose. This conversion shall not apply to cash out of accrued leave upon retirement.

31.2.3 Early retirement shall be taken on an hour for hour basis.

31.3 Deferred Compensation

Any firefighter, on a deferred compensation program, who retires at the end of the calendar year, is entitled to be paid a catch-up deferral from accumulated sick and vacation leave in conjunction with the last regular paycheck of the calendar year. The firefighter will be entitled to a second similar catch-up deferral in conjunction with or immediately following final payment of hours worked in the first regular payroll of the new calendar year. Such catch-up deferrals shall be for amounts allowed by federal law and shall use payroll practices currently in place. Any firefighter who intends to retire during a calendar year, but not at the end of a calendar year as stipulated above, is entitled to be paid a catch-up deferral from accumulated sick and vacation leave in conjunction with the last regular paycheck of the calendar year immediately preceding the year in which the retirement will occur, subject to submittal of an **irrevocable letter of retirement**. The firefighter will be entitled to a second similar catch-up deferral in conjunction with or immediately following final payment of hours worked in the final regular paycheck at retirement. Payment of any balance remaining of accumulated sick or vacation hours shall be in accordance with the current cash-out policy as stated elsewhere within this agreement. Under no circumstances will the allowable deferral be exceeded in any calendar year.

RULES and REGULATIONS**32.1** Rules and Regulations Committee

32.1.1 The Fire Chief shall establish a Rules and Regulations Committee to recommend needed changes in the regulations. The Fire Chief shall appoint three (3) members to the Committee and the Union shall appoint three (3) members to the Committee, with no chairperson.

32.1.2 A quorum shall consist of four (4) members. The Union appointees will serve on this committee during their working hours and shall be from the same shift.

32.1.3 The parties agree to schedule meetings in advance to avoid conflicts which may prevent committee members from attending meetings.

32.2 Manual of Operations

32.2.1 The City has provided the Union with a copy of the Albuquerque Fire Department Manual of Operations. It is the responsibility of the Union to keep this manual up to date. Management will provide any changes or updates of material contained in the Manual of Operations.

32.2.2 The Union shall be provided the opportunity to propose additions and modifications to the SOGs. The Union shall also be provided the opportunity to meet with the Fire Chief or the Fire Chief's designee to discuss the proposed additions and modifications. This provision shall not be interpreted in a manner that in any way reduces or eliminates the Fire Chief's rights and authority to approve and implement the guidelines.

32.3 Patient/ Citizen Health Condition Confidentiality

32.3.1 Both parties recognize the need for patient confidentiality. Fire Fighters shall not discuss or divulge patient or incident information without authorization of the Fire Chief or his designee. The exceptions are when necessitated for official case reviews, departmental continuing education and legal requirements. Legal requirements are court testimony, depositions, departmental hearings, departmental investigations and with the City Attorney. Additionally, information shall be provided to the Quality Assurance Officers and the Medical Director.

33 GENERAL ADMINISTRATIVE PROVISIONS

33.1 Agreements/ Memoranda of Understanding (MOU)

33.1.1 These documents require the signature of the President of the Union and the Chief Administrative Officer (CAO). The documents will be dated and will be filed with the City Clerk's Office. These documents will be administered in conjunction with the Collective Bargaining Agreement and are in effect for the duration of the contract period in which they are signed. All MOUs must be attached at the end of each contract.

33.1.2 The First Offense DWI Protocol MOU executed on October 16, 2009 shall remain in full effect for the term of this agreement.

33.2 Contingency Clause

33.2.1 In the event the parties do not reach agreement by the expiration date, the parties may, by mutual agreement, extend the current contract.

33.3 Entire Agreement

33.3.1 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.

33.4 Savings Clause

33.4.1 Should any part of this Agreement or any provision contained herein be finally declared invalid by any court of competent jurisdiction, the validity of the remaining portions shall not be affected and the parties to this Agreement will immediately meet to negotiate a suitable provision to replace the provision held invalid.

33.5 Term of Agreement

33.5.1 This Agreement is to be effective 12:01a.m. July 1, 2015 and shall remain effective until and including June 30, 2016. Should neither party to this Agreement request the opening of negotiations as provided in the LMRO, as amended, this Agreement and the conditions herein shall continue in effect from year to year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 2nd day of July 2015.

CITY OF ALBUQUERQUE

ALBUQUERQUE AREA FIRE FIGHTERS UNION
IAFF Local 244, City Chapter

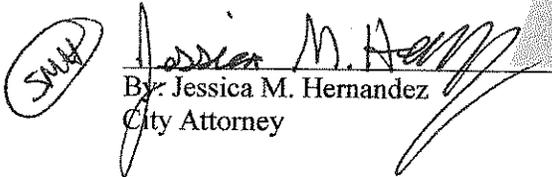

By: Richard J. Berry
Mayor


By: Diego Arencón
General President

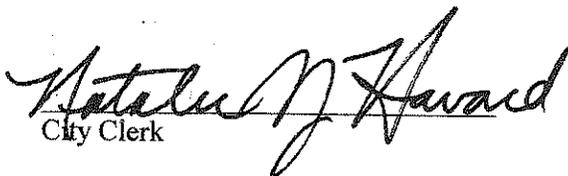

By: Robert J. Perry
Chief Administrative Officer


By: Robert Lujan
City Chapter Vice-President

Form Reviewed by Legal Department


By: Jessica M. Hernandez
City Attorney

(Seal)


City Clerk



Albuquerque Area Fire Fighters Local 244

International Association of Fire Fighters

P.O. BOX 25602

ALBUQUERQUE, NEW MEXICO 87125-0602

Memorandum of Understanding

Originally executed on October 16, 2009

Redrafted for signature authority

The City of Albuquerque and the IAFF Local 244 agree to implement the AFD First Offense DWI Protocol. This protocol was first introduced as pilot program on November 14, 2007. The pilot program has provided a definitive practice regarding substance abuse and driving while intoxicated for Fire Department Bargaining Unit personnel. This course of action has proven to be effective in allowing Fire Administration to firmly discipline Fire Bargaining Unit Personnel and provide a means of rehabilitation while protecting the City's valuable investment in our Fire Fighters. This protocol shall be included in the Albuquerque Fire Department's Disciplinary Guidelines. Fire Bargaining Unit Personnel must have a clean personnel file and not have any arrests and/or convictions for DWI, prior to employment with AFD, in order to qualify for the First Offense DWI protocol. This MOU shall not be interpreted in a manner that denies any labor rights guaranteed in the CBA.

AFD First Offense DWI Protocol:

I. DWI ARREST

Fire Bargaining Unit Personnel who are arrested and cited for DWI, absent of any aggravated circumstances as defined by NM state statute, shall be considered guilty of conduct unbecoming of a Fire Fighter as defined by the City of Albuquerque Personnel Rules and Regulations. Fire Bargaining Unit Personnel shall be demoted to the rank of Fire Fighter 1st Class. If a Fire Fighter 1st Class is arrested and cited for a DWI their hourly rate shall be reduced by \$1.00. Fire Bargaining Unit Personnel must immediately enter the Employee Assistance Program.

II. EXONERATION

Fire Bargaining Unit Personnel who are exonerated of all charges of DWI may petition the Fire Chief for reinstatement of rank to include lost wages. The Fire Chief's decision in reinstatement is not subject to appeal.

III. CONVICTION

Fire Bargaining Unit Personnel who are convicted of DWI shall maintain their demotion/reduction in pay for a minimum of one (1) year from the date of arrest. One year after the DWI arrest the Fire Chief shall have the discretion to rescind the demotion/reduction in pay after review of the facts of the Fire Fighter's rehabilitation. The Fire Chief's decision in reinstatement is not subject to appeal.

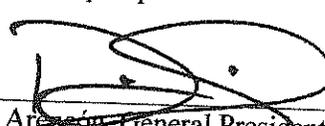
IV. STIPULATED AGREEMENT

Fire Bargaining Unit Personnel must accept a stipulated agreement with the Albuquerque Fire Department agreeing to comply with all the terms and conditions of the First Offense DWI Program and the Employee Assistance Program's directives. Noncompliance with the EAP shall result in automatic termination of employment with the City of Albuquerque.


Robert J. Perry, Chief Administrative Officer
City of Albuquerque

Date

7/2/12


Diego Aragon, General President
IAFF Local 244

Date

7/1/12

AFFILIATED WITH — NEW MEXICO PROFESSIONAL FIRE FIGHTERS ASSOCIATION

