Sandoval County Board of County Commissioners
Agenda Item Summary

AGENDA ITEM # 10-16-14.8

1. REQUESTED MOTION

ACTION REQUESTED:

Approve Amendments to Collective Bargaining Agreement between Sandoval County and Sandoval County Professional Fire Fighters Association Local 4563 International Association of Firefighters (SCPFFA Local 4563/ IAFF)

WHY ACTION IS NECESSARY (Summary):

Article 318-Duration of the collective bargaining agreement with SCPFFA Local 4563/IAFF approved by the Board of County Commissioners on September 19, 2013 (to June 30, 2016) provides for either party to request to re-open negotiations on Article 313-Classification and Wage Rates and up to two (2) other economic items and two (2) other non-economic items in April 2014 and April 2015. SCPFFA Local 4563/IAFF requested to reopen negotiations in April 2014 pursuant to Article 318 . (continued on next page)

2. REQUESTOR

COMMISSIONER SPONSORED: ☐ YES ☒ NO

DISTRICT: ☐ DISTRICT 1 ☐ DISTRICT 4 ☐ DISTRICT 2 ☐ DISTRICT 5 ☐ DISTRICT 3

DIRECTOR / ELECTED: Patricia Miller

DIVISION: Human Resources

ELECTED OFFICE:

ATTACHMENTS: ☒ YES ☐ NO

3. MEETING DATE

October 16, 2014

4. AGENDA (To be completed by County Manager)

☐ PROCLAMATION
☐ PRESENTATION
☐ CONSENT
☒ REGULAR
☐ APPEAL

5. RECOMMENDATIONS

Recommend approval. The collective bargaining agreement, as amended, formalizes the terms and conditions of employment for represented employees of the Fire Deprtment.

6. FISCAL IMPACT

The 3% results in a total increase of $12, 256.32 for three FF/EMT and six FF/Paramedics.

7. RECOMMENDED APPROVAL (Initials & Date)

Department Director/Elected Official	Human Resources	Purchasing	Attorney As to Form	Finance Budget	County Manager	Other
PM 10/08/14	PM 10/08/14	_____	PFT 10/10/14	CCH 10/10/14	PPR 10/9/14	_____

8. COMMISSION ACTION

☐ Approved ☐ Denied ☐ Deferred ☐ Other

WHY ACTION IS NECESSARY (Summary) continued:

Sandoval County and SCPFFA Local 4563/IAFF entered into contract negotiations for wage rates, leave accruals and other terms and conditions of employment, which have been successfully concluded in accordance with ORDINANCE NO. 04-09-16.13 RELATING TO COLLECTIVE BARGAINING FOR SANDOVAL COUNTY, NEW MEXICO; PROVIDING RIGHTS, RESPONSIBILITIES AND PROCEDURES IN THE EMPLOYMENT RELATIONSHIP BETWEEN EMPLOYEES AND THE EMPLOYER .

AMENDMENTS TO COLLECTIVE BARGAINING AGREEMENT
BETWEEN SANDOVAL COUNTY AND
SANDOVAL COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION

- Non-Arbitrable Complaints: if the Fire Chief initiates an action, the employee may file the complaint directly to the Fire Chief as opposed to the supervisor.

- Discipline and Discharge: removed duplicative language allowing appeal through Personnel Rules and Regulations.

- Seniority: remove level of licensure for determination of seniority, leaving: 1) rank; 2) time in rank; and 3) time of service.

- Labor Management Committee: remove reference to meeting "at least" quarterly, leaving quarterly.

- Training:

    - Identify minimum standards for training for all employees
    - Employees not meeting minimum standards shall use training hours toward minimum standard before any other training.
    - Pilot Program: non-mandatory training that cannot be offered to all employees will be offered on seniority basis to those meeting pre-requisites.

- Annual Leave Accrual and Use: incorporate MOU language into collective bargaining agreement, regarding personnel with five (5) or more years of service and on a 48-hour shift, accrue 168 hours of annual leave.

- Classification and Wage Rates: three percent (3%) increase.

PREAMBLE

This agreement is entered into by and between Sandoval County, and the Sandoval County Professional Firefighters Association, Local #4563, International Association of Fire Fighters, hereinafter referred to as the Union.

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

SECTION I

ARTICLE 101 - RECOGNITION

The County recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all employees in the bargaining unit. The bargaining unit is defined as all regular full time Firefighter/EMT/Paramedics employed by Sandoval County, excluding probationary employees. Also excluded are Chief, Deputy Chiefs, Assistant Chiefs, part time firefighter/EMT/paramedics, and Clerical and Administrative employees, as noted in Public Employees Labor Relations Board [PELRB] Case Number 324.06.

ARTICLE 102 – COMMUNICATION

In the interest of creating and maintaining positive, productive, open, and honest communication between labor and management, the parties agree to establish a process promoting this climate for the exchange of information as set forth in this Article.

In the event that the department determines it necessary or advisable to change, modify, or replace existing departmental rules, policies, guidelines or procedures affecting bargaining unit members, the Chief or designee shall advise the Union president and provide him with a copy of the proposed changes. Within five (5) calendar days of receipt of the proposed changes, the Union president will advise the Fire Chief if the Union wishes to meet and discuss the proposed changes.

Formulation of new Fire Chief's Directives, Standard Operating Procedures/Standard Operating Guidelines, to include job specifications, or any additional departmental rules and regulations shall be presented to the Labor Management Committee for discussion and input.

Nothing in this article shall form the basis of creating any appeal rights to an administrative agency or court except as provided by law.

ARTICLE 103 - DISCRIMINATION

The parties to this agreement agree not to discriminate against any employee because of race, color, religion, sex, national origin, marital status, membership or non-membership in the Union, age, sexual orientation, disability, veteran status, or any other group protected by Local, State, or Federal Law..

ARTICLE 104 – UNION BUSINESS

The County, with the knowledge and approval of the Chief, shall allow the Union Officers to meet with members, engage in activities, and conduct business regarding the administration of the Agreement on non-duty, unpaid time. Union Officers, when appropriate, will be allowed to attend scheduled meetings with Sandoval County on non-duty, unpaid time.

For any meeting likely to result in discipline, and upon request of the bargaining unit member, no more than one Union Officer shall be allowed to leave the work site on unpaid time. The County agrees to reschedule any meeting where a Union Officer is not available, provided that the meeting is held within twenty-four (24) hours.

Members elected or appointed by the Union to attend grievance hearings or proceedings will request leave to attend grievance hearings. For any given grievance, no more than one Union representative shall be granted leave.

Union Officers may, on non-duty, unpaid time, meet with access to new employees to present them with information about the Union and a copy of the Agreement.

ARTICLE 105 - UNION USE OF COUNTY FACILITIES

The Union may request to utilize the Fire Department Facilities room for Union meetings. Such meeting shall not include any on duty personnel. The readiness of the Fire Department to respond to emergencies shall not be compromised during any meeting.

ARTICLE 106 - DUES DEDUCTION

The County agrees to deduct per paycheck (26 times per year) dues in an amount certified by the Treasurer of the Union annually from the pay of those employees who individually request in writing that such deductions be made. The County shall remit the total amount of deductions each month to the Treasurer of the Union. The County will not be held liable for any claims against it by a union member.

ARTICLE 107 - MANAGEMENT RIGHTS

Unless specifically limited by the provisions of this agreement or by other statutory provision, the County's rights shall include, but are not limited to, the following:

1. To direct the work of, hire, promote, assign, transfer, discipline, demote, suspend, discharge, or terminate bargaining unit members.

2. To determine qualifications for employment and the nature and content of personnel examinations.

3. To maintain the efficiency of operations entrusted to the department by the public, keeping the interest of the community foremost.

4. To determine the number and location of stations, staffing, and redistribute resources to this end.

5. To take actions as may be necessary to carry out the mission of the employer in emergencies.

ARTICLE 108 - TEMPORARY EMPLOYEE

The County will make an effort to utilize its full time career employees to perform all work, but the County reserves the right to utilize temporary employees as per the Sandoval County Personnel Ordinance.

ARTICLE 109 - NO STRIKE

No public employee or labor organization shall engage in a strike. Strike means a public employee's refusal, in concerted action with other public employees, to report for duty or his or her willful absence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment. Lockout means an act by the County to prevent employees from going to work for the purpose of resisting demands of employees' exclusive representative or the purpose of gaining a concession from the exclusive representative.

ARTICLE 110 - BULLETIN BOARD SPACE

The County shall provide bulletin board space at each fire station where bargaining unit members are staffed for the exclusive use of the Union. The bargaining unit members will provide the board and agree to post only appropriate, professional material on the bulletin board.

ARTICLE 111 - PRINTING AND SUPPLYING AGREEMENT

The Agreement will be posted on the Fire Department's website for employees to access.

ARTICLE 112 – APPLICABILITY

The Sandoval County Personnel Rules and Regulations, as currently written or as amended, shall control any employment issue not addressed by the provisions of this Agreement. However, if the provisions of this Agreement and the Sandoval County Personnel Rules and Regulations conflict, the provisions of this Agreement shall control for bargaining unit personnel.

ARTICLE 113 – HAZARDOUS DUTY OFFICERS EMPLOYER-EMPLOYEE RELATIONS ACT

Sandoval County, the Sandoval County Fire Department, and the Sandoval County Firefighters' Association, Local 4563, IAFF, incorporate into this Agreement by reference the New Mexico "Hazardous Duty Officers Employer-Employee Relations Act", Section 10-7F-1 et. seq. (NMSA 1978).

ARTICLE 114 – PHYSICAL CONDITIONING AND MEDICAL SCREENING PROGRAM

A. To meet the joint intent and goals of the International Association of Fire Chiefs and the International Association of Firefighters to establish fitness programs to improve firefighter health, wellness, fitness, safety, performance, and effectiveness; to comply with the State of New Mexico "Firefighters' Occupational Disease Act", Chapter 52, Article 3, "Occupational Disease Disablement", and to assure that employees covered by this Agreement continue to meet the requirements of the Sandoval County Job Descriptions for Firefighter/Paramedic and Firefighter/EMT-Intermediate, Sandoval County, the Sandoval County Fire Department, the Union, and employees covered by this Agreement hereby agree to abide by physical training and medical screening programs established by the County and the Department for firefighters.

B. In recognition of the above, the Union and employees covered by this Agreement agree that Sandoval County has the right to assess and determine an employee's physical fitness and ability to do the job.

C. To maintain physical fitness, employees shall be required to participate in one (1) hour per twenty-four (24) hour shift worked of physical training, as set by the Sandoval County Standard Operating Guideline 100-19. In this regard, all employees must receive clearance to participate in physical fitness training and fitness assessment by the Fire Department Occupational Medical Group that meets OSHA standards.

D. The Fire Department's Wellness Officer, appointed by and under the direction of the Fire Chief or his designee, is responsible for development and administration of the Wellness and

Fitness Initiative to comply with Department and Union Goals and applicable State of New Mexico statutes. Any proposed changes to existing fitness requirements shall be directed to the Labor Management Committee for review and/or action.

E. To establish a baseline level of fitness for each employee, each individual shall complete an annual Department-approved Physical Agility Test as outlined in Section VII of the Sandoval County Standard Operating Guideline 100-19, "Work Related Ability Test (WRAT)". This test shall be successfully completed no later than March 31st of each calendar year. Employees shall be paid for time spent in testing.

F. An employee who fails to meet required physical agility standards will be given up to ninety [90] calendar days in which to undergo remedial physical training, retest, and successfully meet standards.

G. If upon completion of the ninety [90] day period provided in paragraph [F] above the employee still does not meet work-related physical requirements, the employee shall, in consultation with and concurrence from the Fire Chief, enter into a Memorandum of Agreement stating the amount of time it will take for him to successfully complete the Work Related Ability Test. The maximum amount of time allowed shall be one hundred fifty [150] calendar days from the date of his initial failure to meet the required standards.

H. An employee on temporary limited duty resulting from an occupational injury is excluded from the requirements of this Article during the term of his limited duty.

I. It is the parties' intent to have two (2) Peer Fitness Trainers (PFT), subject to employee interest and budget restrictions. Employees shall meet with PFTs according to schedules developed by the PFT. Time spent by PFTs in meeting with bargaining unit employees will be counted as time worked. Any additional time requires pre-approval by the Chief or designee.

ARTICLE 115 – RESTRICTED DUTY

The County will attempt to provide Restricted Duty to employees injured on the job or with medical restrictions of a temporary duration as noted below:

- The employee will continue on a regular fire department shift rotation if such an arrangement is approved by the Fire Chief and the employee can be productively utilized on such shift.

- If the employee cannot be allowed to continue on the regular shift rotation per Article 301, the Fire Chief may assign the employee to a work week typically consisting of five (5) day shifts, Monday through Friday, on a forty hour per week basis.

- When an employee is assigned to a forty hour week on Restricted Duty, his pay rate shall be adjusted so that his weekly gross income is eighty five percent (85%) of the average weekly gross remuneration he would receive had he continued on his regular shift.

- Should there be no available restricted duty within the Fire Department, the County may assign the employee into another Department, subject to the nature of the employee's restrictions and his skill levels.

- Because of the relatively small size currently of the Sandoval County Fire Department, no more than three (3) individuals shall be offered restricted duty at any one time.

- The employee must have been released by a workers' compensation authorized physician to return to work in a restricted duty status. The County must be kept informed by the physician as to the nature of the employee's injuries, the restrictions imposed upon him, and the expected date of return to full duty status.

- Refusal by the employee to accept restricted duty may impact his eligibility for workers' compensation payment. The parties recognize that the rules and regulations of the Sandoval County's Worker's Compensation provider must be followed.

- In no event shall an employee remain on restricted duty for more than six [6] calendar months following an occupational injury unless such exception is requested by the Fire Chief and approved by the County Manager.

SECTION II

ARTICLE 200 - NON-ARBITRABLE COMPLAINTS

A complaint shall be defined as an appeal by an employee of a verbal warning, written warning, written reprimand, performance evaluation, or performance improvement plan. Said complaint shall not be subject to arbitration as set forth in Article 201; and shall be submitted and resolved according to the complaint procedure set forth below. Any written complaint shall include the following:

Department, Job Title, disputed action or inaction, redress/remedy, and name of representative.

If the initiating supervisor is the Chief, the employee may file directly to Step 2 within five (5) business days after the affected employee knew or reasonably should have known of the action that precipitated the complaint.

Step 1 – The affected employee shall discuss the complaint with the supervisor who initiated the action being appealed in the presence of a non-bargaining Deputy Chief. The complainant may designate a representative to accompany him at any point in the process. The initiating supervisor shall not consider the complaint unless it is submitted in writing no later than five [5] business days after the affected Employee knew or reasonably should have known of the action that precipitated the complaint. The purpose for the employee putting the complaint into written form is to preserve the employee's rights for further appeals as necessary and to provide the Fire Department with adequate and timely notice of the nature of the dispute. If at this point the

complainant is unable to resolve the complaint, said complaint shall proceed to Step 2. The time limits for Step 2 will begin immediately following the meeting with the supervisor.

Step 2 – The affected employee shall discuss the complaint with the Fire Chief or designee within five (5) business days of the meeting with the supervisor. Although no written documentation of the content of the complaint meeting is required, the date and time of the meeting shall be documented to establish that the appropriate time limits are being observed. A non-arbitrable complaint shall be deemed resolved upon the decision of the Fire Chief.

Step 3 – If there is an alleged abuse of authority and/or upon arguable special circumstances, the Human Resources Director may choose to review the dispute provided the employee files the written complaint with the Human Resources Director within five (5) business days of decision of the Fire Chief or designee.

ARTICLE 201 - GRIEVANCE & ARBITRATION PROCEDURE

The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems, which may arise and are subject to review under this procedure. There shall be no other grievance or appeal procedure for employees in the bargaining unit other than contained in this Article. The intent of this language is to ensure that the only remedy or recourse the Union or an employee has regarding an issue that is covered by the Agreement is the procedure contained herein.

A grievance shall be defined as a dispute pertaining to a claim, which alleges a violation of this Agreement. County Rules, County Regulations, County Ordinances and the Fire Chief's Directives are not subject to the provisions of the grievance procedure. The parties agree that these issues shall be addressed to their immediate supervisor up to the Deputy Chief EMS and/ or by allowing a Union Representative to provide input and recommendations on these in the Labor Management Committee meetings.

A grievant shall be any employee in the bargaining unit, group of employees in the bargaining unit or the Union.

"Days" is defined as Monday through Friday, not including holidays observed by the County. When this procedures states a specific number of days in which some action must or may be taken after a given event, the day of the given event is not counted in computing the time, and the last day of the period is deemed to end at close of business on that day.

INFORMAL:
The grievant shall first declare the possibility of a grievance exists, cite alleged contractual violations and relief sought, then discuss the grievance with the Deputy Chief of EMS directly with the objective of resolving the grievance. If resolution is not achieved then the grievant shall request the grievance be placed on the Agenda of the next Labor Management committee meeting.

FORMAL:
Grievances may only be filed on behalf of an individual employee or group of employees covered by this Agreement or the Union as an exclusive representative.
All formal grievances shall be filed in writing within five (5) days of the date the grievant knew or should have known of the act or omission giving rise to the grievance and shall contain the following:

The name and position of the affected employee(s)

A clear and concise statement of the grievance

The issue or issues involved

The desired resolution or relief sought

The date the incident or violation took place

The specific section(s) of the Agreement alleged to have violated

If the grievance is not resolved within ten (10) days at this level, a written grievance may be filed with the Fire Chief. To be considered, the grievance must be timely submitted and contain what contractual provision(s) of the Agreement is alleged to have been violated, all of the known facts constituting the alleged violations and relief requested. Amendments to the grievance are allowed only if such amendments are completed in writing within the ten (10) days.

If after ten (10) days from the date the grievance was filed with the Fire Chief, the issue is not resolved, within ten (10) days a grievance may be filed with the County Manager or designee. No later than ten (10) days following receipt of the written grievance, the County Manager or designee, shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents to the meeting or statements from the employees to support their assessment of the issue. Both parties may call upon County employees to provide information regarding the issue.

The County Manager or designee will have ten (10) days to render a decision.

If the grievance is not resolved by the County Manager or designee, the grievant and or the Union may request that the grievance be submitted to arbitration. Such request must be submitted to the Federal Mediation and Conciliation Service with a copy to the County Manager no later than ten (10) days following the date that the grievant is notified of the County Manager's decision or of the date the decision was due.

ARBITRATION:
The arbitrator will be selected from a regional list of seven arbitrators requested from the Federal Mediation and Conciliation service. The moving party to the arbitration shall request the list of arbitrators and shall strike the first name from the list. The parties shall alternatively strike names thereafter and the last remaining name shall be the arbitrator selected. Striking by the parties shall occur within ten (10) days of receipt of the list of arbitrators. The arbitrator may also be selected by mutual agreement of the parties as an alternate selection process.
The arbitrator shall conduct the hearing as soon as possible.

The arbitrator's decision shall be in writing and shall include the decision, the rationale and, if appropriate, relief. The arbitrator shall not have the authority to expand, or add to, the rights of the employees or the Union have under the terms of this Agreement.
The arbitrator's decision shall be final and binding on the parties.
The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses.

MISCELLANEOUS:
No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the proceeding of a grievance or appeal. A grievant and the party filing charges may be accompanied and represented at any hearing or meeting conducted under this procedure.

If a grievance affects a group or two (2) or more employees and involves an action or decision by the County or Department, which has a department wide impact, the Union may submit the grievance on behalf of the affected employees at the Formal process.

All documents related to a grievance or appeal shall be maintained as a separate file. All grievance and grievance responses shall be filed and processed in accordance with this Agreement.

The grievant and the Union's processing of grievances shall be conducted on off duty time.

ARTICLE 202 - DISCIPLINE ACTION AND DISCHARGE

Discipline Action or discharge shall only be for just cause. All pre-disciplinary hearings shall be held in the strictest confidence.

Any appeals of discipline involving suspension, demotion, or discharge will be processed in accordance with the Grievance Procedure, Article 201, or the Grievance Procedure in the County's Personnel Rules and Regulations. An employee will make an irrevocable election within the five (5) day time limit to grieve, choosing either the Grievance Procedure herein or the Grievance Procedure in the Rules and Regulations. Once an election has been made, the employee may only proceed under the elected procedure.

The pre-disciplinary meeting is for the purpose of allowing the employee an opportunity to respond to the charges and to provide information and/or explanations to mitigate the proposed discipline. Employees may have a union representative or counsel present for advice and to help present the employee's version of pertinent events, but the meeting is not a full evidentiary hearing.

ARTICLE 203 - SENIORITY

Seniority means a status attained by length of an employee's continuous service calculated from the last date of hire as a full time employee in the IAFF bargaining unit of the Sandoval County Fire Department. Seniority as set as of inception of the Department on July 1, 2005, is recognized for those employees in the Department at that time. If two or more employees start on the same date, seniority is determined by a random drawing of numbers. The numbers shall be one to ten. The employee who draws the lowest number will have seniority.

Highest seniority is determined by the following:

1. Rank
2. Time in Rank
3. Time of Service

The following shall break continuous service:

1. Resignation [includes three days no call-no show]
2. Discharge
3. Retirement
4. Employee is laid off for more than six [6] months
5. Employee declines offer to return to work following recall
6. Employee fails to return to work from a leave of absence

Seniority shall be used for:

1. Annual vacation selection
2. When all other factors are equal, seniority shall be the basis of choice for shift bids and opportunities for transfer, provided no more than one (1) EMT-I is assigned per shift.
3. When all other factors are equal, for involuntary transfers the employee with the lowest seniority shall be the one designated.
4. In all cases, the needs of the Department shall be the major factor in the assignment of shift changes and transfers.

Seniority shall not be a factor on any emergency scene.

Upon satisfactory completion of the probationary period, the employee shall be credited with seniority back to the date of hire into a position covered by this Agreement.

The Union agrees to provide a seniority list of bargaining unit employees to Command Staff in writing in January of each year and at any time there is a change due to promotion, demotion, new bargaining unit employee, or change in licensure.

ARTICLE 204 - UTILIZATION

Suggestions for improving staffing and utilization may be presented by the Union to the Labor Management Committee.

ARTICLE 205 - LABOR MANAGEMENT COMMITTEE

The Labor-Management Committee (hereafter LMC) is established for the purpose of discussing any and all items of concern to either the Fire and Rescue Management or the Union.

The LMC may meet quarterly or more often if mutually agreed upon. Either management or the union may submit its findings, recommendations, or areas of concern directly to the County Manager as it deems appropriate.

The LMC may promulgate such procedural rules as it deems necessary.

Nothing contained in this shall be construed as diminishing the authority of the County Manager or abrogating his/her authority as provided by law.

ARTICLE 206 - TECHNOLOGICAL CHANGE

Technological changes and training may be discussed during the LMC meetings prior to implementation if practicable.

ARTICLE 207 -DRUG AND ALCOHOL TESTING

Article XII, Drug and Alcohol Policy and Testing, of Sandoval County's Personnel Ordinance adopted February 5, 2009, or as amended, is hereby incorporated in full to include the Sandoval County Fire Department employees.

ARTICLE 208 - LAYOFF

In the event of a Reduction-In-Force, affected employees and the Union shall receive two [2] week's advance written notice. Employees with the least seniority, as defined in Article 203, Seniority, shall be laid off first and their names shall be placed on a recall list. The County makes layoff determinations based on classification [rank], time in classification [rank], required qualifications and certifications, and the ability to do available/required work. The County shall be the sole determiner of the numbers of employees required in each classification at all times. Given all of the above, layoffs will begin with lowest seniority in each classification and follow the seniority list with consideration for the needs of the Department.

ARTICLE 209 - RECALL

No new employees shall be hired until all laid-off employees on the recall list have been given the opportunity to return to work. Names on the recall list shall remain valid for six (6) months and employees shall be recalled from the list in the order of their seniority. Recalled employees shall give notice of acceptance or refusal within five (5) business days of notification. If accepted, they shall report for work within twenty (20) business days of notification; if declined, their name shall be removed from the list..

ARTICLE 210 - LEAVE OF ABSENCE

The Fire Chief may approve leave without pay for up to five (5) business days upon the written request of the employee. A request by an employee for leave without pay in excess of five (5) business days must be approved by the Fire Chief and the County Manager.

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

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

Bargaining unit members may request in writing a longer period of Leave without Pay. This request must be approved by the Fire Chief and forwarded to the County Manager for final approval.

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

Leave without pay will be recorded on the appropriate form.

During leave without pay, the bargaining unit member may pay the County's portion and his portion of their insurance and PERA in order to continue coverage.

ARTICLE 211 – VOLUNTARY DEMOTION

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

ARTICLE 212 - OVERTIME PAY AND COMPENSATORY TIME

In accordance with the U. S. Department of Labor's "Overtime for Police and Firefighters" interpretation of section 207(k) of the Fair Labor Standards Act, pay for hours worked beyond two hundred twelve (212) hours per twenty eight (28) day pay cycle shall be paid at the employee's time and one-half rate or accrue as Compensatory Time as set forth below. Paid leave does not count as time worked for purposes of computing overtime. Time spent in County-directed training does count as time worked. There shall be no pyramiding of overtime.

Compensatory Time may be accrued in accordance with federal requirements and the Compensatory time provisions of the Sandoval County Personnel Rules and Regulations, with the exception that bargaining unit members may accrue up to two hundred forty (240) hours. Hours earned must be used within twelve (12) weeks. Compensatory time accrues at the rate of one and one-half hours for each hour worked. Compensatory time not used within the twelve (12) week time limit shall be paid out at the employee's current straight time rate of pay.

Compensatory time, when taken, cannot exceed the normal time paid for a shift. For example, if the employee works a twenty four (24) hour overtime shift and receives credit for thirty six (36) hours of Compensatory time, and then takes off twenty-four (24) hours of work time at a later date, he will be paid twenty four (24) hours of Compensatory time and will still have twelve (12) hours in his Compensatory time bank. All Compensatory time will be paid at the employee's straight time rate, even if the shift taken off is otherwise an overtime shift.

ARTICLE 213 - PERSONAL PROTECTIVE EQUIPMENT

The County shall furnish and maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing (bunker gear), wild land gear, and other protective equipment determined by the County to be necessary to preserve and protect the safety and health of fire fighters. All protective items shall meet the applicable standards at the time of purchase.

The County shall furnish to bargaining unit members who need it, up to one hundred twenty five dollars ($125.00) per eighteen-month (18) month period toward the purchase of prescription eye protection equipment for use in SCBA. In order to access this benefit, the employee must first obtain a prescription for eye protection equipment from an optometrist or ophthalmologist. The employee must purchase the prescribed glasses and submit the prescription and the original receipt to his immediate supervisor for processing.

The County shall furnish non-prescription safety eye protection equipment as required.

The County will not be held responsible for damaged or broken non-prescription personal eyewear. It will replace or repair prescription eyewear up to the maximum allowed by Risk Management if it is proven to have been damaged or broken while engaged in duties as a Firefighter/EMT/Paramedic.

Any change in PPE may be made through the process prescribed in Article 205.

ARTICLE 214 – UNIFORMS

The County will provide uniforms at no cost to bargaining unit members

Any change in uniforms or uniform items may be made through the process prescribed in Article 205. The County has provided and will replace the following as indicated:

2	Nomex Badge Shirts SS (as needed)
1	Nomex Badge Shirt LS (as needed)
3	Nomex Pants (as needed)
4	Polo Duty Shirts (annually)
1	Duty Job Shirt (annually)
4	Duty T-shirts SS (annually)
2	Duty T-shirts LS (annually)
1	Workout Shorts (as needed)
1	Sweatpants (as needed)
1	Duty Belt (as needed)
1	Winter Hat (as needed)
1	Duty Ball Cap (annually)
1	Boonie Hat (as needed)
1	Winter Coat (as needed)
1	Pair of Duty Boots (every two (2) years)

Other items that may be requested by a bargaining unit member and approved by the Fire Chief are:

Nomex Shorts
Long Sleeve Polo
Leather Radio Strap

Uniform items will be replaced at no cost to a bargaining unit employee when the item is:

Faded: color has faded noticeably from original color
Torn: rips or tears in item
Stained: noticeable spot(s) on uniform

When a uniform item needs to be replaced, the employee will notify command staff of the need by presenting the item for inspection and documenting the need on a replacement request form. Normally, the County will replace the item within thirty (30) days.

ARTICLE 215 - TRAINING

1. The County will offer all the training opportunities needed for employees to maintain EMS licensure and certification, as required by New Mexico regulation or statute per year. The County will offer no less than thirty two (32) hours of paid EMS training per year. These hours may include but are not limited to: Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS), Pre-hospital Trauma life Support (PHTLS), Basic Life Support (BLS), as well as Paramedic and EMT-Intermediate refresher courses. Training hours will be considered hours worked.

2. The County will offer no less than thirty two (32) hours of paid fire training per year. These hours of training will reflect the duties described in the member's job descriptions. The minimum standard for all employees will be Firefighter I, Firefighter II, Vehicle Extraction, Hazardous Material Awareness & Operations, Rope Rescue Awareness & Training, Emergency Vehicle Operations, Swift Water Rescue Awareness & Operations, courses necessary to meet Wildland Firefighter II, and Incident Command System 100.200.700.800. If an employee does not meet the minimum standard, his/her thirty-two (32) hours of annual training should be used to meet the standard, except as otherwise determined appropriate by the Chief If an employee meets the minimum standard, he/she may be offered another training approved by the Fire Chief. If command staff requires additional trainings, via written documentation, for a member to meet current or new standards within the department, these hours will be considered hours worked.

3. It is the bargaining unit member's responsibility to attend all classes required to maintain his or her certifications or licensure as provided for by law, regulation, or this agreement. If a bargaining unit member does not attend any class described herein, it becomes their responsibility to seek and obtain the required training, at his or her expense and time, so long as there is no lapse in any licensing or certification period.

4. Pilot Program: The following will be implemented as a pilot program for the Chief to review its effectiveness. The pilot program may be discontinued at any time by the Chief.
   a. When other non-mandatory training opportunities arise that the department is not able to send every employee to, it will be offered on a rotating seniority basis to employees who meet the pre-requisites.
   b. If the most senior employee on the rotating list is unable to attend the training, it will be offered to the next employee on the list. The employee that was unable to attend the training will remain at the top of the list for the next non-mandatory training opportunity.
   c. Employees may also request to attend trainings. Denial of employee-requested non-mandated training is not grievable.

5. The Command Staff will provide bargaining unit members as much notice as possible, but a minimum of thirty (30) days' notice of when the mandatory off-duty training opportunity will be given. A calendar will be posted to reflect fire and EMS training.

6. The Employer will maintain an in-house training library relevant to the job requirements for use by employees.

7. A designated safety officer will be available and utilized for any training exercise deemed hazardous according to the current National Fire Protection Association (NFPA) Guideline 1403 and in the judgment of the lead instructor responsible for the class or exercise.

8. Each crew/shift will be responsible for doing at least one (1) hour of fire training and one (1) hour of EMS training per forty-eight (48) hour shift. Training will be documented on the Shift Log.

ARTICLE 216 - EXTREME WEATHER

Bargaining unit employees will follow County policy with regard to extreme weather.

ARTICLE 217 - STATION MAINTENANCE

Station maintenance may be discussed during LMC meetings.

ARTICLE 218 – VEHICLE MAINTENANCE AND REPAIR

Vehicle maintenance and repair issues may be discussed during LMC meetings.

ARTICLE 219 - SHIFT TRADES

All bargaining unit employees will be allowed to trade shifts as long as the standard of one EMT-P and one EMT-I is met per medic unit.

Shift trade paperwork shall be completed for record keeping purposes between the personnel involved. The Deputy Chief of EMS shall be notified twenty-four (24) hours in advance in writing, if at all practicable. When the employee is unable to notify the Deputy Chief in writing, a verbal notification will suffice. Upon return to work, the employees shall complete the appropriate shift trade paperwork to be turned in to the Deputy Chief.

In the event that a bargaining unit employee who agreed to work a shift trade is unable to do so, that employee will forfeit annual leave for such absence, unless the employee meets the requirements of the bereavement policy. If an employee has two such absences in a 365-day period, they will forfeit their right to shift trade for a period of one (1) year.

ARTICLE 220 - SHIFT AND STATION TRANSFERS

Section 1 - Station Trade
If two employees of the same classification mutually agree in writing to a station trade the County may grant such a request unless it is deemed not to be in the best interest of the Department. Reasons for such a denial shall be provided in writing to both employees.

Section 2 - Shift Change
Each year in October, any shift personnel wishing to change shifts shall submit their request in writing to the Command staff. Such changes will be implemented based on the needs and best interests of the Department and assigned on seniority and by job classification and availability. Reasons for reassignment shall be documented in writing and forwarded to the employees.

Section 3 - Opportunity for Transfer
If the opening of a new station or position occurs, all classified positions at the new station shall be offered based on the needs and best interests of the Department to ~~all~~ bargaining unit employees by classification and seniority.

Section 4 - Involuntary Reassignment
The Command staff may reassign any employee if deemed in the best interest of the Department. Such reassignment may be temporary or long term. Reasons for such assignments shall be documented in writing and forwarded to the affected employees.

SECTION III:

ARTICLE 301 - HOURS OF WORK

The work week for firefighters shall be an average of 56 hours, with FLSA calculated on a two pay period (28-day) basis.

Assigned shifts will start at 9:00 a.m. for all bargaining unit members, and shall be maintained with 48-hour shifts on duty followed by 96-hours off. Compensation for hours of work other than the employee's regularly scheduled hours may be referred to the LMC for study.

ARTICLE 302 - ADMINISTRATIVE LEAVE

Section 1: Civic Duty

A. An employee shall be granted necessary time off with pay for the following:

1. An employee who is required to serve on a jury or as a witness in a trial or hearing in which he has no personal involvement shall be compensated in compliance with state statutes. The fee the employee receives for serving as a juror shall be turned into the County. It is understood that this benefit applies only

to an employee's regularly scheduled tour of duty and no benefit shall be paid for the time spent in such activity on days on which the employee was not regularly scheduled to work.

2. An employee who reports for jury duty and is not selected, or who is selected but is released while his regular shift continues, shall return to work to complete such shift.

3. Note: this section does not apply to situations where the employee is subpoenaed as a witness in a case related to his employment as a firefighter/EMT/Paramedic. Such appearances shall be paid by the County as part of normal duties unless the employee is testifying against the County, in which case the employee will receive a witness fee from the party requesting the subpoena.

4. Employees are encouraged to exercise the right to vote early, to vote by absentee ballot, or to vote before or after regular working hours. However, should an employee be unable to vote as above, the County shall provide adequate time to vote during working hours, in accordance with State of New Mexico Statutes.

Section 2: Bereavement Leave

A. Employees covered by this Agreement shall be allowed up to two (2) shifts off with pay in the event of a death in the immediate family. Immediate family is defined for purposes of this Article as mother, father, spouse, son, daughter, stepchild, sibling, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, or grandparent-in-law, or a pre-acknowledged (in accordance with the Sandoval County Personnel Rules and Regulations) domestic partner. The employee shall be required to complete the Bereavement Leave Request form and provide proof of the familial relationship of the deceased in a method acceptable to the Director of Personnel.

B. The Human Resources Director on a case-by-case basis shall evaluate special or unusual circumstances. The Personnel Director shall then make the final determination of eligibility for Bereavement Leave in such cases. If, in the County's judgment, additional time is warranted, it shall be charged first to the employee's Sick Leave Bank, then, should there be insufficient Sick Leave, to the employee's Annual Leave account.

Section 3: Events

A. When the County grants Administrative Leave to all County employees to acknowledge an event, employees covered by this Agreement who are required to work at that time shall be paid for the amount of hours other employees were granted Administrative Leave. For example, should the County declare a one-half day (four hour) Administrative Leave/Holiday for an event, firefighters who were unable to be released from duty would be paid an additional four (4) hours at their straight time rate.

Section 4: Personal Service Day

Employees covered by this Agreement and assigned to the twenty eight day cycle are entitled to one (1) Personal Service day each calendar year (January 1 through December 31). The Personal Service day shall be taken during twenty-four (24) consecutive hours within the calendar year or it shall be forfeited. The Personal Service day is not compensable upon separation.

ARTICLE 303 - ANNUAL LEAVE ACCRUAL AND USE

All personnel with less than five (5) years of service covered by this contract working 48-hour shifts shall accrue one hundred twelve (112) hours of annual leave, accrued on a per pay period basis, per calendar year. All personnel with five (5) years of service or more covered by this contract working 48-hour shifts shall accrue one hundred sixty-eight (168) hours of annual leave, accrued on a per period basis, per calendar year.

An employee eligible to accrue annual leave, pursuant to this article, may request and be granted use of accrued leave at the discretion of the Fire Chief.

Non-probationary employees, upon separation, an employee shall be compensated for all unused and un-forfeited annual leave.

A maximum of 112 hours of annual leave may be accumulated and carried forward from calendar year to calendar year for bargaining unit employees with less than five (5) years of continuous service. A maximum of 168 hours of annual leave may be accumulated and carried forward from calendar year to calendar year for bargaining unit employees with five (5) or more years of continuous service.

Vacation Selection

1. The Department will attempt to satisfy all vacation requests and still maintain sufficient staffing in the most economical manner.
2. Vacation request will be granted on a first come first served basis.
3. Vacation requests will be determined on a seniority basis if submitted on the same day.

ARTICLE 304 - FAMILY MEDICAL LEAVE

The County and Union agree to follow the requirements of the current Federal Family and Medical Leave Act with the following additions: If the employee meets the requirements of the act, leave shall be paid, utilizing sick leave until exhausted and then, if the employee chooses, annual leave until exhausted. Following exhaustion of available paid leave, the balance of the legally mandated Family Leave entitlement shall be taken as leave without pay.

ARTICLE 305 - MILITARY LEAVE

As per Section 20-4-7 NMSA Military Leave statute.

All state, county, municipal, school district and other public employees who are members of organized units of the Army or Air National Guard or Army, Air Force, Navy, Marine or Coast Guard Reserves shall be given not to exceed fifteen (15) working days military leave with pay per federal fiscal year when they are ordered to duty for training, such leave to be in addition to other leave or vacation time with pay to which such employees are otherwise entitled.

ARTICLE 306 - SICK LEAVE ACCRUAL AND USE

All personnel covered by this contract working 48-hour shifts shall accrue one hundred twenty (120) hours of sick leave accrued on a per pay period basis, per calendar year.

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

Employee having an illness or injury which renders him unable to perform his duties; or
Employee having a medical examination, consultation, or treatment by a licensed practitioner; or
Employee's immediate family member or significant other is requiring his/her presence because of injury, illness, medical treatment or death.

An employee eligible to accrue sick leave, pursuant to this article may request and be granted use of accrued leave provided that such use meets these requirements. Unused sick leave shall be cumulative and available for future use. Maximum sick leave accumulation shall be 672 hours for full time employees of the Fire Department.

The County may require an employee to furnish a physician statement for use of sick leave if the County documents a pattern of abuse, or if more than three (3) forty eight (48) hour shifts of sick leave are used in (12) months.

ARTICLE 307 - SICK LEAVE DONATION

Bargaining Unit members may donate sick leave to another employee in the fire department if:

The recipient has exhausted all of their sick and annual leave; and
The donation is on a strictly voluntary basis; and
The bank operates on a case by case basis with eligibility being based on the provisions of the Family and Medical Leave Act; and
The donor retains a balance in his sick leave account of at least forty-eight (48) hours; and
Leave is donated in blocks of not less than one (1) hour.

The Fire Department shall coordinate the receipt and distribution of hours, develop any needed documentation, and maintain necessary records.

ARTICLE 308 - ANNUAL LEAVE BUY BACK

The employees may sell back annual leave in accordance with the Sandoval County Rules and Regulations.

ARTICLE 309 - SICK LEAVE BUY BACK

Any sick leave accumulated in excess of 672 hours may be sold back to the County in June of every year at a rate of 0.65 on the dollar.

ARTICLE 310 - HOLIDAYS

A. Legal holidays and all proposed holidays for County employees shall be designated at the beginning of each calendar year by the Sandoval County Commission. The holiday schedule for each year shall be posted and the Union notified in writing of the days so designated. For bargaining unit employees, the actual holiday, rather than the observed date, shall apply.

B. The County Commission reserves the right to add to or delete from the designated and paid official Sandoval County holiday schedule each year in accordance with past practice. However, employees covered by this Agreement shall receive the same number of holidays as all other employees of Sandoval County each year.

C. All employees covered by this Agreement shall receive time and one half for all hours actually worked on a holiday and four [4] hours of time and one half for the hours worked during the Spring Break day time off, if approved by the County Commission.

D. A holiday that falls on an employee's regularly scheduled workday will be counted as time worked for the purpose of computing overtime. A holiday that falls on an employee's scheduled days off will not be counted as time worked for the purpose of computing overtime.

E. To be eligible for holiday pay, the employee must be in pay status or on approved paid leave on his workdays immediately preceding and following the holiday.

F. In addition to the holidays designated each calendar year by the County Commission, an employee covered by this Agreement shall also be entitled to eight (8) hours of straight pay for the employee's birthday.

ARTICLE 311 - PERA BENEFITS

All full time Sandoval County Fire Department bargaining unit employees participate in New Mexico's PERA Municipal Fire Plan 5. Following ratification and signature of this agreement or resolution of impasse and approval by PERA, whichever is later, the County will increase its contribution to PERA on behalf of the employee by an additional three percent (3%), to a total of nine percent (9%).

ARTICLE 312 - PER DIEM

The Sandoval County Per Diem and mileage act is here-by incorporated in full to include the Sandoval County Fire Department employees.

ARTICLE 313 - CLASSIFICATION AND WAGE RATES

Effective the first full pay period following ratification and signature of this Agreement, or resolution of impasse, whichever is later, the following wage steps shall apply for Fiscal Year 2015:*

Title	Step 1	Step 2	Step 3	Step 4
Firefighter/Paramedic	18.46	18.99	19.52	20.05
Firefighter/EMT Intermediate	15.27	15.70	16.13	16.55

* Step 1 is from the start of the second year through the fourth anniversary of hire as a Sandoval County Firefighter
Step 2 is from the start of the fifth year through the seventh anniversary
Step 3 is from the start of the eighth year through the tenth anniversary
Step 4 commences with the start of the eleventh year

Step increases shall become effective on the employee's first work day of the pay period immediately following the employee's appropriate anniversary date.

ARTICLE 314 – EDUCATION ASSISTANCE

It is agreed that, should Sandoval County adopt an Education Assistance Program for non-represented employees during the term of this Agreement, employees covered by this Agreement shall be eligible to participate in the Education Assistance Program on the same basis as afforded non-represented employees.

ARTICLE 315 – BENEFITS

The Sandoval County Health and Welfare benefits packages, which are acquired through participation in the Plan of the City of Albuquerque, shall be available to employees covered by this Agreement on the same basis as offered to non-bargaining employees of the County. It is further understood that the benefits and the costs of those benefits are subject to adjustment upward or downward, including for employees covered by this Agreement, at the discretion of the County and the demands of the marketplace. The cost sharing ratio between County and employee has historically been 70% County/30% employee for the cost of the basic packages, including Health, Dental, Long Term Disability, Basic Life, and Accidental Death and Disability.

The Union acknowledges that Sandoval County's Benefits package as enumerated above is "piggybacked" on the Plan of the City of Albuquerque, and Sandoval County does not have the option of making unilateral changes to the Plan.

ARTICLE 316 - SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by the Labor Relations Board, or any Court of competent jurisdiction, the validity of the remaining portions shall not be affected.

ARTICLE 317 - COMPLETE AGREEMENT

The parties expressly declare that they have bargained between them on all phases of hours and working conditions and that the specific terms of this contract represent their full and complete Agreement without reservation or unexpressed understanding. Any aspect of hours and working conditions not covered by a particular provision of this Agreement is declared to have been expressly eliminated as a subject for grievance or bargaining, and during the life of this Agreement may not be raised for further bargaining or negotiation without the specific written consent of both the Union and the County.

ARTICLE 318 - DURATION

This Agreement shall be effective upon ratification by the bargaining unit and acceptance by the Sandoval County Commission, and shall remain in effect through the thirtieth (30th) day of June 2016. Either party may request to reopen negotiations on Article 313 and up to two (2) other economic items and two (2) other non-economic items identified by each party by giving written notice to the other in the month of April 2014 and April 2015. Either party may request to negotiate a successor agreement by giving written notice to the other party at least sixty [60] days but no more than ninety (90) days prior to June 30, 2016, or June 30 of any succeeding year.

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives on this _____ day of _____, 2013.

SANDOVAL COUNTY COMMISSION

_____
Darryl Madalena, Chair

_____
Nora Scherzinger, Vice Chair

_____
Don G. Chapman, Member

_____
Glenn Walters, Member

_____
Orlando Lucero, Member

_____
James Maxon, Fire Chief

ATTEST:

_____
Eileen Garbagni, County Clerk

APPROVED AS TO FORM:

_____
County Attorney

Sandoval County Professional Firefighters Association, Local# 4563

_____
Shannon Cherry
Union President, Local# 4563

_____
Secretary, Local# 4563

		Current	3%	New Hourly	2756 Reg Hrs.
UNION	FIREFIGHTER/EMT	14.83	0.4449	**15.2749**	42097.62
	FIREFIGHTER/EMT	15.66	0.4697	**16.1257**	44442.37
	FIREFIGHTER/EMT	14.83	0.4449	**15.2749**	42097.62
	FIREFIGHTER/PARAMEDIC/PROB	15.72	0.4697	**16.1926**	44626.89
	FIREFIGHTER/PARAMEDIC	18.95	0.5686	**19.5206**	53798.66
	FIREFIGHTER/PARAMEDIC	18.95	0.5686	**19.5206**	53798.66
	FIREFIGHTER/PARAMEDIC/PROB	15.72	0.4716	**16.1916**	44624.05
	FIREFIGHTER/PARAMEDIC/PROB	15.72	0.4716	**16.1916**	44624.05
	FIREFIGHTER/PARAMEDIC	17.92	0.5377	**18.4597**	50874.82
		148.30	4.4471	152.7521	420,984.76

2756 hrs/Yr	12,256.32	3% Inc. Cost
	12,256.32	**TOTAL COST**

UNION MEMEBERS ONLY