

*AGREEMENT BETWEEN*

*THE CITY OF LAS CRUCES AND*

*THE LAS CRUCES PROFESSIONAL FIRE FIGHTERS' ASSOCIATION*

*INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS*

*LOCAL 2362*

*EFFECTIVE June 17, 2024 THRU June 17, 2027*

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

TABLE OF CONTENTS

|  |    |
|--|----|
| 1. Preamble                                    | 4  |
| 2. Agreement Control                           | 4  |
| 3. Amendments to the Agreement                 | 4  |
| 4. Complete Agreement                          | 5  |
| 5. Duration                                    | 5  |
| 6. Labor/Management Cooperation                | 5  |
| 7. Management Rights                           | 6  |
| 8. Negotiating Procedures                      | 7  |
| 9. Savings Clause                              | 8  |
| 10. Annual Leave                               | 8  |
| 11. Sick Leave                                 | 9  |
| 12. Apparatus Specification Advisory Committee | 10 |
| 13. Bereavement Leave                          | 11 |
| 14. Bulletin Board                             | 11 |
| 15. Callback Pay / Show-up Pay                 | 12 |
| 16. Compensation                               | 13 |
| 17. Compensation for Acting Position           | 14 |
| 18. Pay Increase                               | 16 |
| 19. Compensatory Time                          | 16 |
| 20. Computer Usage                             | 17 |
| 21. Critical Incident Stress Debriefing        | 17 |
| 22. Daylight Savings Time                      | 17 |
| 23. Discipline and Discharge                   | 18 |
| 24. Discrimination                             | 20 |
| 25. Emergency Medical Services                 | 20 |
| 26. Employee Assistance Program                | 21 |
| 27. Employee Data                              | 21 |
| 28. Employee Rights to Personnel Files         | 22 |
| 29. Extra Duty Assignments                     | 22 |
| 30. Fitness for Duty / Return to Duty          | 22 |
| 31. Funeral and Burial Expenses                | 25 |
| 32. Grievance Procedure                        | 25 |
| 33. Health Insurance Benefits                  | 28 |
| 34. Holidays                                   | 28 |
| 35. Hours of Duty                              | 28 |
| 36. Inoculation and Immunization               | 29 |
| 37. Interference                               | 30 |
| 38. Lost, Damaged, or Stolen Property          | 30 |
| 39. MDA Fill the Boot                          | 31 |
| 40. Medical Director                           | 31 |
| 41. Military Leave                             | 31 |
| 42. Modified Duty / Non-Hazardous Duty         | 31 |
| 43. Nepotism                                   | 32 |
| 44. Outside Employment                         | 33 |
| 45. Pay Period / Work Period                   | 33 |
| 46. Payroll Deduction of Dues and Fees         | 33 |
| 47. Performance Evaluations                    | 34 |

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

|  |    |
|--|----|
| 48. P.E.R.A. Retirement Program            | 34 |
| 49. Personal Leave                         | 34 |
| 50. Emergency Leave                        | 34 |
| 51. Personnel Reduction                    | 35 |
| 52. Printing and Distribution of Agreement | 36 |
| 53. Probationary Period                    | 36 |
| 54. Recognition                            | 36 |
| 55. Recruit Selection Process              | 37 |
| 56. Residential Support                    | 37 |
| 57. Safety and Health                      | 37 |
| 58. Seniority                              | 38 |
| 59. Shift Exchanges / Trading Time         | 38 |
| 60. Special Events                         | 39 |
| 61. Special Teams and Programs             | 39 |
| 62. Shopping Events                        | 40 |
| 63. Staffing                               | 40 |
| 64. Subcontracting                         | 40 |
| 65. Transfers and Vacancies                | 41 |
| 66. Uniforms                               | 41 |
| 67. Union Business Leave                   | 41 |
| 68. Worker's Compensation                  | 42 |
| 69. Voluntary Requests for Assistance      | 42 |
| 70. Promotion Board Representation         | 43 |
| 71. Parental Leave                         | 43 |
| 72. City Benefit Leave                     | 43 |

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

**1. PREAMBLE**

This Agreement is hereby entered into by and between the City of Las Cruces (hereinafter referred to as the "CITY") and the International Association of Firefighters, Local 2362, AFL-CIO, the Las Cruces Professional Fire Fighters Association (hereinafter referred to as the "UNION").

The purpose of this Agreement is to achieve and maintain harmonious relations between the CITY and the UNION and to assure the safe and efficient delivery of quality services to the citizens of Las Cruces. To this end, it is recognized that there must be mutual understanding, harmony, and cooperation among employees, between the employees and the CITY, and between the CITY and the UNION. It is recognized by this agreement to be the duty of the CITY, the UNION, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions.

It is agreed that the parties desire to enter into this Agreement to establish wages, hours, and other terms and conditions of employment, and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby.

**2. AGREEMENT CONTROL**

If any CITY policy or procedure, or any Departmental rule, regulation, or directive is in specific conflict with any provision of this collective bargaining Agreement, the Agreement provision will control. By mutual written agreement, the parties may modify this Agreement.

The CITY will not implement any change that is in specific conflict with this collective bargaining Agreement. The CITY, the UNION, and the Employees will abide by the conditions of this Agreement and, unless specifically limited by any provision of this Agreement, applicable City policies and procedures and/or Departmental rules, regulations, directives.

The Labor/Management Committee may be convened by either party to discuss changes to policies or procedures which directly or indirectly affect the understanding or application of existing practices, work requirements, and/or methods not directly addressed by this Agreement. The parties will abide by the provisions of Articles three (3) and six (6) of this Agreement regarding such proposed changes.

**3. AMENDMENTS TO THE AGREEMENT**

During the term of this Agreement, the CITY and the UNION, upon mutual agreement, may reopen any provision of this Agreement for the purposes of clarifying, modifying, amending, adding to, or deleting portions thereof. Any changes shall be agreed to in writing.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

**4. COMPLETE AGREEMENT**

The CITY and the UNION (the parties) agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement. This Agreement replaces any and all previous agreements, and past practices, between the parties.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. All such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities.

Nothing herein shall prohibit the parties from reopening negotiations on any issue by mutual agreement.

**5. DURATION**

This Agreement shall take effect the first full pay period following the approval, ratification, and signature of this agreement, or resolution of impasse, whichever is later, and shall remain in full force and effect and shall not expire until a successor Agreement is signed or unless amended by written mutual agreement by both parties. Should City Council choose to eliminate collective bargaining in conformance to state law, this Agreement will expire on the effective date established by Council.

**6. LABOR / MANAGEMENT COOPERATION**

The Las Cruces Fire Department and the UNION shall establish a Labor/Management Committee. The purpose of this Committee is to facilitate improved labor/management relations within the Department and to provide a forum for the communication, discussion, and resolution of issues of mutual concern.

Each party may appoint up to four representatives to this committee. By mutual agreement, other individuals may attend a committee meeting to address specific issues. The Union President and/or Vice-President shall be on this committee. Authorized representatives shall be certified in writing to each party annually or upon change of representatives.

Proposed agenda items for Committee consideration must be identified at least three (3) calendar days prior to a meeting.

This committee shall meet at places and times designated by mutual agreement.

All persons participating in this committee shall have an equal say and shall be free to make suggestions and voice concerns. There shall not be a supervisor/subordinate relationship during any committee meeting.

By mutual agreement, subcommittees may be established to address specific needs.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

**7. Management Rights**

The employer (management) retains all rights not specifically limited by a collective bargaining agreement in accordance with the New Mexico Public Employee Bargaining Act. Unless limited by the provisions of this Agreement, Management's rights shall include the following:

- A. To direct and supervise all operations, functions, and the work of the Employees;
- B. To determine the place to report for work, to determine the methods, processes, and manner of performing the work;
- C. To authorize all personnel transactions such as: to hire, lay-off, promote, demote, assign, re-assign, transfer, discipline, discharge or terminate employees;
- D. To determine what, by whom, and when services will be provided to the citizens;
- E. To determine staffing requirements, create, abolish and reallocate positions, or to eliminate or reorganize work units;
- F. To establish and revise schedules of work;
- G. To establish, revise, and implement standards for hiring and promoting employees;
- H. To assign shifts, workdays, hours of work and work locations;
- I. To designate, assign, and re-assign all work duties;
- J. To determine the need for additional positions and the qualifications of new employees, and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion;
- K. To evaluate and judge the skill, ability, efficiency, and general work performance of employees;
- L. To take actions, as necessary, to carry out the mission of the employer in emergencies;
- M. To retain all rights concerning management and operations of the activities of the City of Las Cruces not specifically prohibited by a collective bargaining agreement, "The CITY of Las Cruces Labor Management Relations Ordinance", or the Public Employee Bargaining Act (PEBA). Said rights include, but are not limited to, personnel matters and staffing of functions, compensation, benefits, and terms and conditions of employment;
- N. To determine the allocation of available funds to activities of the organization, including establishing funding for personnel costs, operating expenses and capital outlay;
- O. Direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

- P. Determine qualifications for employment and the nature and content of personnel examinations;
- Q. The employer (management) retains all rights not specifically limited by a collective bargaining agreement.

**8. NEGOTIATING PROCEDURES**

The following negotiating procedures shall be utilized for subsequent negotiations between the CITY and the UNION.

- A. Negotiations for a successor Agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred and eighty (180) days, and no less than one hundred and fifty (150) days prior to the Agreement's expiration date. Within a reasonable time period after receiving notice, the party receiving the request for bargaining shall respond in writing and shall suggest a date at which time the parties shall meet and determine a mutually agreed upon time and place to begin negotiations.
- B. Negotiations shall be conducted in closed sessions.
- C. The parties shall negotiate ground rules.
- D. During negotiations, the parties shall meet at mutually acceptable dates, times, and locations.
- E. The party requesting negotiations shall provide a complete written proposal to the other party once ground rules have been negotiated. The other party shall provide a complete written proposal by the next scheduled negotiation session. All written proposals shall use strikethrough and underline format to track changes from the current bargaining agreement. All subsequent proposals will track changes using strikethrough and underline format.
- F. All agreements reached by the parties shall be initialed as Tentative Agreements. Such Tentative Agreements are conditional and may be withdrawn should later discussions change either team's understanding of the language as it relates to another part of the agreement. Unless otherwise agreed to by the parties, Tentative Agreements shall not become effective until the parties ratify the entire negotiation package or resolution of impasse, whichever is later.
- G. Employees participating on the UNION'S negotiating team will be granted administrative leave with pay in order to participate in the bargaining process if on a duty day. Administrative leave for this purpose shall be requested and entered no less than fifty (50) hours prior to the start of the employees scheduled shift and may impact other leaves granted.
- H. Should the mediation step of the impasse procedure fail to yield an agreement, the Union may request to meet with the City Manager in a good faith effort to resolve differences. This request must be made within five (5) days of the end of mediation.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

**9. SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Within thirty (30) days of such legislative action, the CITY and the UNION shall meet to negotiate new contract language to replace the particular clause or clauses which were invalidated by federal or state legislation.

**10. ANNUAL LEAVE**

Las Cruces Fire Department Personnel working an average fifty-six (56) hour per week schedule shall accrue Annual Leave in the following manner:

| Years in Service                                  | Annual Leave per Year |
|---|-----------------------|
| • 2 <sup>nd</sup> and 3 <sup>rd</sup> Years       | 112 Hours             |
| • 4 <sup>th</sup> through 10 <sup>th</sup> Years  | 168 Hours             |
| • 11 <sup>th</sup> through 17 <sup>th</sup> Years | 240 Hours             |
| • 18 plus Years                                   | 264 Hours             |

Las Cruces Fire Department Personnel working a forty (40) hour per week schedule shall accrue Annual Leave in the following manner:

| Years in Service                                  | Annual Leave per Year |
|---|-----------------------|
| • 2 <sup>nd</sup> and 3 <sup>rd</sup> Years       | 80 Hours              |
| • 4 <sup>th</sup> through 10 <sup>th</sup> Years  | 120 Hours             |
| • 11 <sup>th</sup> through 17 <sup>th</sup> Years | 160 Hours             |
| • 18 plus Years                                   | 200 Hours             |

When an employee's work schedule changes from fifty-six (56) hours per week to forty (40) hours per week schedule, or from forty (40) hours per week to fifty-six (56) hours per week, all leave accrual balances shall be converted based on the new hourly pay rate. Such conversion shall ensure the same monetary value associated with all accrued leave prior to the change in schedule. The increase or decrease of leave balances when multiplied by the new hourly pay rate shall be equal to the previous hourly pay rate multiplied by leave balances prior to the change in work schedule. In the case of promotion or demotion, the conversion shall be calculated prior to the change in base rate.

It is recommended that employees submit Annual Leave requests for the entire year in January. Every effort will be made to grant employee requests for annual leave.

The selection of Annual Leave from this submittal shall be based on a lottery system. Consideration will be given to allow full day requests over partial day requests, and block requests over single day requests. Additional leave requests made throughout the year shall be granted on a first come first serve basis. Management shall not mandate or assign employee annual leave.



**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

Annual leave request shall be made for one (1) or more hours, based on available accruals.

A fifty-six (56) hour employee shall be permitted to carry over up to three hundred thirty-six (336) hours of annual leave each year. A forty (40) hour employee shall be permitted to carry over up to two hundred forty (240) hours of annual leave each year. All unused accrued Annual Leave in excess of these hours shall be forfeited at the beginning of the first full payroll of each calendar year. Written request for carry-over beyond the maximums stated above shall be submitted to the Fire Chief in December, who may recommend under extraordinary circumstances City Manager approval.

For pay purposes, all leave taken shall be counted as hours worked.

Upon retirement or termination of employment, any unused annual leave may be sold back at a rate of 1:1 at the employee's current rate of pay. For forty (40) hour employees, this amount shall not exceed four hundred (400) hours of annual leave. For fifty-six (56) hour employees, this amount shall not exceed five hundred sixty (560) hours of annual leave.

Beneficiaries of employees who die while employed with the CITY shall be paid for the deceased employee's unused annual leave at a rate of 1:1.

## **11. SICK LEAVE**

Sick Leave is an employee benefit provided by the CITY which provides time off from regular duty, with pay when an employee is unable to work due to illness, for an FMLA qualifying event, or for an illness in the immediate family. Immediate family shall be defined as spouse, minor child or stepchild (dependent), an individual for which the employee is a court appointed legal guardian, or domestic partner and their minor children, employee's mother, father, grandparent, and spouse/ domestic partner's mother or father. Employees using sick leave accruals shall submit a Leave Request prior to or immediately upon return to work. A supervisor may verify use of sick leave by requesting a physician's statement confirming the illness.

Sick Leave may be taken in increments of less than one full day. All absences from work to visit a medical facility will be charged to either sick leave or annual leave and are to receive prior approval by the supervisor unless all such leave has been exhausted in which case the employee will be on leave without pay status.

Las Cruces Fire Department Personnel working an average fifty-six (56) hour per week schedule shall accrue Sick Leave per pay period for twenty-six (26) pay periods totaling one hundred thirty-five (135) hours of Sick Leave annually.

Las Cruces Fire Department Personnel working a forty (40) hour per week schedule shall accrue Sick Leave per pay period for twenty-six (26) pay periods totaling ninety-six (96) hours of Sick Leave annually.

Sick leave requests shall be for one (1) or more hours, limited to available accruals.

For pay purposes, all leave taken shall be counted as hours worked.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

Abuse of Sick Leave may result in disciplinary action up to and including termination. Sick Leave abuse is defined as charging Sick Leave for work absences when not sick, except for an FMLA qualifying event or use of Sick Leave for doctor appointments.

Employees who have accumulated sick leave in excess of four hundred twenty (420) hours for fifty-six (56) hour employees or three hundred (300) hours for forty (40) hour employees may, at their option, sell back sick leave and/or convert sick leave to annual leave for any hours in excess of four hundred twenty (420) hours for fifty-six (56) hour employees or three hundred (300) hours for forty (40) hour employees in accordance with the following provisions:

- A. Notification of intent to sell back sick leave or convert sick leave to annual leave must be given to the employee's supervisor between November 1 thru November 15. The maximum amount of sick leave that may be sold back to the CITY in any given year will be three hundred thirty-six (336) hours for fifty-six (56) hour employees, or two hundred forty (240) hours for forty (40) hour employees. The maximum amount of sick leave that may be converted to annual leave in any given year will be three hundred thirty-six (336) hours for fifty-six (56) hour employees, or two hundred forty (240) hours for forty (40) hour employees.
- B. The rate of exchange for sick leave will be at a ratio of 3:1 and will be paid in accordance with the following schedule:
  - 1. Employees who elect to receive payment for sick leave: An extra payment will be made in the first fifteen (15) days in December of the same year.
  - 2. Employees who elect to convert sick leave to annual leave: Sick leave converted to annual leave will be posted to the employee's record January 1 of the following year.

A fifty-six (56) hour employee may accrue up to a total of two thousand, one hundred, eighty-four (2184) hours of sick leave. Leave in excess of these hours shall be forfeited at the beginning of the first full payroll of each calendar year. Upon retirement an employee may sell back a maximum of one thousand, one hundred, seventy (1170) hours of sick leave at a rate of 2:1 (for a maximum of five hundred eighty-five (585) paid hours). Sell back of sick leave after voluntary termination without prejudice will be a maximum of one thousand, one hundred, seventy (1170) hours at a rate of 3:1 (for a maximum of three hundred ninety (390) paid hours).

A forty (40) hour Employee may accrue up to a total of one thousand, five hundred, sixty (1560) hours of sick leave. Upon retirement an Employee may sell back a maximum of eight hundred thirty-six (836) hours of sick leave at a rate of 2:1 (for a maximum of four hundred eighteen (418) paid hours). Sell back of sick leave after voluntary termination without prejudice will be a maximum of eight hundred thirty-six (836) hours at a rate of 3:1 (for a maximum of 278.7 paid hours).

Beneficiaries of employees who die while employed with the CITY shall be paid for the deceased employee's unused sick leave at a rate of 1:1.

**12. APPARATUS SPECIFICATION ADVISORY COMMITTEE**

The members of the Las Cruces Fire Department use and rely on Fire Apparatus, Vehicles, Special Equipment and Appliances in their day-to-day activities, incidents, stand-by, and special events

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

(excluding staff and command vehicles).

In the event new or additional apparatus are to be purchased and/or placed into service in the Las Cruces Fire Department, an Apparatus Specification Advisory Committee shall be formed to develop specifications and recommendations for such apparatus. The Apparatus Specification Advisory Committee should consist of at least one person of each rank including Lieutenant, Driver/Operator, and Firefighter, as well as a member or members deemed appropriate by Management. Union and Management will have equal representation on the committee. Each member of this committee shall have equal input as to any specifications and recommendations for such apparatus. All Apparatus Specification Advisory Committee members may receive compensation for off-duty participation.

The formation and/or function of this committee shall not interfere with the timely specification and acquisition of the above-mentioned equipment. The CITY shall be responsible for determining the meeting schedule for this committee.

### **13. BEREAVEMENT LEAVE**

Las Cruces Fire Department fifty-six (56) hour personnel may take up to ninety-six (96) hours of paid bereavement leave for a death in the immediate family. Immediate family shall include parents, stepparents, spouse, children, stepchildren, siblings, stepsiblings, grandparents, legal guardian, grandchildren, domestic partner, mother-in-law, father-in-law, and eligible dependents of domestic partner. Las Cruces Fire Department fifty-six (56) hour personnel may take up to forty-eight (48) hours of paid Bereavement Leave for a death in the extended family. The extended family includes aunt, uncle, grandparents-in-law, and grandchildren-in-law.

- Payment for bereavement leave shall be paid at the bereaved employee's regular base rate.

Las Cruces Fire Department forty-hour (40) personnel may take up to forty-eight (48) hours (6 days) of paid bereavement leave for a death in the immediate family. Immediate family shall include parents, stepparents, spouse, children, stepchildren, siblings, stepsiblings, grandparents, legal guardian, grandchildren, domestic partner, mother-in-law, father-in-law, and eligible dependents of domestic partner. Las Cruces Fire Department forty (40) hour personnel may take up to twenty-four (24) hours (3 days) of paid bereavement leave for a death in the extended family. The extended family includes aunt, uncle, grandparents-in-law, and grandchildren-in-law.

- Payment for bereavement leave shall be paid at the bereaved employee's regular base rate.

### **14. BULLETIN BOARD**

The UNION shall be permitted to maintain at each fire station, one bulletin board to be used exclusively for UNION business. The CITY shall provide the available space for these bulletin boards, where the posting of official UNION material can be accessible to all Fire Department personnel.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

All postings and distribution of UNION material shall be done by one of the Officers or Station Stewards of the UNION. The bulletin board shall remain the property of the UNION at all times. All material posted will be approved through one of the UNION Officers or Station Stewards. The UNION will be allowed to post the minutes of their meetings on 8 ½" x 11" paper, with a cover sheet. No information shall be posted on the UNION bulletin board that violates state or federal law, or is inflammatory, derogatory, or disparaging of any CITY employee or elected official, nor shall it contain political material. Violation of this provision may result in the material being immediately removed and may result in the loss of the privilege to use bulletin boards. If management removes a document of this nature, the UNION President, or designee, will be contacted. This shall be the only location for the posting of UNION notices on CITY property. Said board will be professionally maintained at all times.

**15. CALLBACK/ON CALL PAY**

An employee who is called back to work during scheduled off-duty time will be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular rate of pay. Computation of time shall begin when the employee accepts the call back assignment and shall continue until the time the work is completed. Employees accepting call back assignments shall respond to the designated location in a timely manner. If the response is anticipated to be greater than thirty (30) minutes, the employee shall immediately notify the appropriate member of management. Management may deny the call back opportunity due to the extended response.

If the employee is called back, released from work, and is again called back prior to the expiration of the two (2) hour time period, the employee shall be considered to still be "on the clock" and shall only be compensated at one and one-half (1-1/2) times their regular rate of pay for the additional time worked beyond the initial two (2) hour time period, and shall not be entitled to an additional two (2) hour minimum at one and one-half (1-1/2) times their regular rate of pay. Additionally, subsequent callbacks within the same twenty-four (24) hour time period shall not entitle the employee to the two (2) hour minimum, but rather actual time worked from the time of the callback to the time released.

For the purpose of this Article, the twenty-four (24) hour time period shall be from 08:00 hours to 08:00 hours the following day excluding hours worked on regular duty.

Bargaining unit employees who are required to be on "On-Call" status shall be compensated at rate of two hundred ten dollars (\$210.00) per week or thirty dollars (\$30.00) per day. On-call status shall not be considered as time worked for overtime purposes.

On-Call employees shall be expected to respond to phone calls as part of their On-Call duties without additional compensation.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

**16. COMPENSATION**

Compensation for bargaining unit members shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

The CITY recognizes that the Firefighter, Driver-Operator, and Lieutenant annual salary shall be computed on a fifty-six (56) hour work week. Both the CITY and UNION shall be bound by P.E.R.A. interpretations for the purpose of calculating retirement benefits.

For the purposes of this Agreement, Firefighters assigned to mobile integrated healthcare or mobile mental crisis response, the Fire Inspector, and Fire Inspector/Investigator positions are equivalent in rank to a Driver/Operator in suppression.

For the purposes of this Agreement, it is understood that forty (40) hour positions shall have an adjusted rate of pay such that these positions shall have an equivalent annual base salary reflective of that for corresponding fifty-six (56) hour positions.

In addition to the established wage rates, the following forty (40) hour per week positions shall receive a five (5) percent pay differential added to their base rate of pay. These positions include the following: Fire Inspector; Fire Inspector/Investigator; Training Officer; Prevention Bureau Lieutenant; Academy Coordinator(s); Paramedic student; Intermediate student; Driver Operator Academy student and other forty (40) hour positions approved by Management.

The separation between the following ranks and grades shall not be less than ten (10) percent. The ranks and grades are Firefighter, F07; Driver/Operator, F09; and Lieutenant, F11.

All authorized qualified bargaining unit members shall receive an additional three thousand three hundred (3300) dollar increase to annual base pay for obtaining and maintaining Advanced EMT licensure through the State of New Mexico and being approved by the department's Medical Director to perform in the capacity of an intermediate for the Las Cruces Fire Department. The following ranks and grades denote the EMT-A positions: Firefighter EMT-A, F07-A; Driver/Operator EMT-A, F09-A; and Lieutenant EMT-A, F11-A. To receive this pay members must act in the scope of an AEMT and as a field training officer as needed. This increase will be made effective the first full pay period after ratification by both parties and City Council approval.

All authorized qualified bargaining unit members shall receive an additional seven thousand five hundred (7500) dollar increase to annual base pay for obtaining and maintaining EMT Paramedic licensure through the State of New Mexico and being approved by the department's Medical Director to perform in the capacity of a paramedic for the Las Cruces Fire Department. The following ranks and grades denote the EMT- P positions: Firefighter EMT-P, F07-B; Driver/Operator EMT-P, F09-B; and Lieutenant EMT-P, F11-B. This increase will be made effective the first full pay period after ratification by both parties and City Council approval. The Chief, or designee, shall authorize the number of EMT-A and EMT- P positions. To receive this pay members must act in the scope of Paramedic and as a field training officer as needed.

Commissioned personnel with a current State of New Mexico Police Certification assigned to positions requiring the certification shall receive an additional seven thousand five hundred (7,500) dollar to base pay. The Chief may approve a temporary seven thousand five hundred (7,500) dollar increase to the base pay of other certified bargaining unit members at his/her discretion. Bargaining unit members may not grieve the removal of a temporary salary increase. This increase will be made effective the first full pay period after ratification by both parties and City Council approval.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

For promotional purposes, a bargaining unit member being promoted shall advance to the appropriate grade and step denoting their rank, certification, licensure, classification, and years of service with the CITY.

Sworn personnel who demonstrate a sufficient level of proficiency in Spanish, as determined by the Human Resources Department, and used to the benefit of the department shall receive twenty (20) dollars per week of bilingual pay.

**17. COMPENSATION FOR ACTING POSITION (CAP TIME)**

The CITY shall provide additional compensation to an employee when that employee is working in a temporary capacity exceeding their normal rank in accordance with policy delineated below:

POLICY

This policy applies to all LCFD bargaining unit employees who are eligible to temporarily act in a position above their normal rank classification. These assignments are temporary and may be discontinued at any time. Bargaining unit members may request to management to be relieved or excused of acting assignments, which will be considered on a case-by-case basis.

Only monetary compensation will be allowed when personnel fill acting positions above their normal rank classification. No leave time compensation will be allowed. This method of monetary compensation shall from here forward be known as "Compensation for Acting Position" (CAP).

PROCEDURE

Eligibility to earn CAP

LCFD personnel shall be eligible to work in acting positions above their normal rank classifications as follows:

Firefighters:

- Acting Driver/Operators with Driver/Operator certification
- Acting Lieutenant with Lieutenant certification

Driver/Operators:

- Acting Lieutenant with Lieutenant certification

Fire Inspectors/Investigators:

- Acting Fire Marshal at the discretion of the Fire Marshal, Deputy Chief and/or Fire Chief

Lieutenants:

- Acting Battalion Chief or Acting Fire Marshal at the discretion of the Battalion Chief, Deputy Chief and/or Fire Chief

Rescue (Ambulance) Position Pay

When Union members that are firefighter and EMT (all levels) certified are assigned to work on a

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

Rescue (Ambulance), whether as a regular daily duty assignment or as overtime, they shall receive CAP time compensation at the ten (10) percent level. This compensation shall be applied to all members assigned to the Squad, regardless of their assignment on the Squad. The amount of time worked shall accrue in fifteen (15) minute increments.

Placement of Personnel in Acting Positions

When acting positions are filled on a daily basis with no expectation that the acting position will last more than twenty-eight (28) consecutive days, no notification to the Human Resources Department or City Manager is necessary.

When personnel are expected to be in an acting position for more than twenty-eight (28) consecutive days, notification to the Human Resources Department and the City Manager is to be made via a Personnel Action Notice. The Personnel Action Notice will be completed changing the employee's classification to that of the position they will be filling. Acting appointments shall not be continued for more than six (6) months, except, when due to extraordinary circumstances, the City Manager extends the acting appointment.

CAP Time Compensation

When personnel work in an acting position for less than twenty-eight (28) days, compensation for such shall be made by multiplying the number of hours worked times ten (10) percent. In the event a person is acting two (2) positions higher than their current position, compensation for such shall be made by multiplying the number of hours worked times twenty (20) percent.

When personnel are to be in an acting position for more than twenty-eight (28) consecutive days, the employee shall be compensated at no less than entry level, a one-step increase, or ten (10) percent, whichever is greater.

The amount of time worked shall accrue in fifteen (15) minute increments.

CAP Documentation

CAP shall not be allowed to accrue for more than one (1) pay period. CAP shall be paid as part of the pay period for which it is earned.

It will be the responsibility of each individual working in an acting capacity to verify that all CAP time has been accurately entered into the payroll system. An employee may collect CAP only when officially assigned to an acting position by the Fire Chief or designee.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

**18. PAY INCREASE**

- A. Effective on the first (1<sup>st</sup>) full pay period after adoption of this contract by the City Council and ratification by Union membership, or resolution of impasse, whichever is later, subject to sufficient and specific appropriations by City Council, all bargaining unit employees shall receive a thirteen (13) percent increase to base wages.
- B. Effective on the first (1<sup>st</sup>) full pay period after the first (1<sup>st</sup>) anniversary date of the adoption of the contract by the City Council and ratification by Union membership, or resolution of impasse, whichever is later, subject to sufficient and specific appropriations by City Council, all bargaining unit employees shall receive a five (5) percent increase to base wages.
- C. Effective on the first (1<sup>st</sup>) full pay period after the second (2<sup>nd</sup>) anniversary date of the adoption of the contract by the City Council and ratification by Union membership, or resolution of impasse, whichever is later, subject to sufficient and specific appropriations by City Council, all bargaining unit employees shall receive a four (4) percent increase to base wages.
- D. There shall be no other increase during the term of this agreement.

**19. COMPENSATORY TIME**

Compensatory time is optional instead of overtime pay for Las Cruces Fire Department employees. The accrual of compensatory time in lieu of cash overtime compensation must be by agreement or understanding between the employer and employee. This agreement must be reached before the work in question is performed. All compensatory time is subject to FLSA requirements and is earned at the same rate as overtime.

The maximum number of hours an employee can accrue of compensatory time is Four hundred, eighty (480) hours of unused compensatory time (320 hours of overtime worked). If an employee is promoted or demoted all comp time accrual balances will be paid off with the provisions and salary of the class from which the employee promoted or demoted from.

Unused compensatory time earned during the twelve (12) months of the fiscal year must be paid out at the end of the fiscal year. Written request for carry-over beyond the end of the fiscal year shall be submitted to the Fire Chief in the first week of June, who may recommend, under extraordinary circumstances, City Manager approval.

An employee shall be permitted to sell back compensatory time at a rate of one to one (1:1) once each year. Each calendar year up to one hundred (100) hours of accrued compensatory time may be "cashed in" to be payable with and/or as part of the first paycheck in December. Employees exercising this option shall complete the appropriate form to be provided by the CITY.

Bargaining unit members may elect to have this compensatory time paid to their deferred compensation plan in accordance with applicable City, State and Federal regulations



**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

**20. COMPUTER USAGE**

Internet and e-mail usage shall comply with City policy. Based on the work hours of bargaining unit members, they may use the City of Las Cruces Internet services for personal improvement provided that use is consistent with professional conduct and is not used for personal financial gain. Internet relay chat channels or other Internet forums such as newsgroups or net-servers may be used only to conduct work related to business or to exchange technical or analytical information. Internet use must be able to survive public scrutiny and/or disclosure.

Users must comply with all applicable laws and regulations and must respect the legal protection provided by copyright and licenses with respect to both programs and data.

Individual users responsible for misuse of the Internet shall be subject to disciplinary action.

Fire Department personnel shall be permitted to use the City's computers during residential hours for personal use, provided that use does not interfere with Departmental business, or violate City policy.

**21. CRITICAL INCIDENT STRESS DEBRIEFING**

Incidents and events that occur in the Emergency Responder's job or work environment can have a profound effect on their daily lives and ability to function at work. The Las Cruces Fire Department shall implement a Critical Incident Stress Debriefing program. If a Critical Incident Stress Debriefing team is requested by an outside agency, Management will support Las Cruces Fire Department personnel participating in the program.

The Critical Incident Stress Debriefing team shall consist of a professional, or group of professionals, experienced in Fire Department events or incidents, from outside the Las Cruces Fire Department at the discretion of the Fire Chief. The Critical Incident Stress Debriefing team shall be available at the request of the employee at any rank, Prevention Bureau member or the Battalion Chief.

The Critical Incident Stress Debriefing team shall also be available to the employee's family at no cost to the employee or his/her family.

**22. DAYLIGHT SAVINGS TIME**

Bargaining unit employees scheduled to work a twenty-four (24) hour shift during which a change from Mountain Standard time to Mountain Daylight Savings time, or vice-versa occurs, will be paid as follows:

- a. When such a shift occurs in the Spring, the employee shall receive his/her full twenty-four (24) hours' pay. Any time worked in excess of the regular shift as scheduled shall be at the applicable overtime rate.
- b. When such a shift occurs in the Fall, the employee shall receive his/her regular twenty-four (24) hours' pay. Overtime at the applicable rate shall only be paid for work which is performed before the scheduled starting time and for work performed after the scheduled end of the shift.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

No additional compensation, at any rate, shall be made for the actual number of hours worked during the scheduled shift.

- c. The former rules shall also apply to leave taken by employees during these occurrences.

**23. DISCIPLINE AND DISCHARGE**

A disciplinary measure may be imposed upon an employee for misconduct, incompetence, or other valid reasons. Off-duty conduct may result in disciplinary action if it affects the employee's responsibilities and/or role as a public servant or brings discredit upon the CITY.

Progressive discipline will be utilized unless the facts of the situation warrant a more severe disciplinary action. The severity of the infraction committed by the employee and the employee's previous work history shall be taken into consideration. Previous disciplinary actions will be considered in the determination of discipline for current infractions using the following criteria:

- Relevance and/or severity of prior disciplinary actions.
- Frequency and/or timeliness of prior disciplinary actions.

An employee may request two (2) UNION representatives to be present during a meeting with management in which the employee reasonably believes will result in disciplinary action against him or her. The request for a Union representative shall not unreasonably delay the meeting.

In conducting investigations which may include possible criminal violations by an employee, the CITY shall comply with applicable Federal and State statutes and regulations.

- A. Disciplinary actions shall include the following:

1. Counseling\*
2. Verbal reprimand\*
3. Written reprimand\*
4. Suspension without pay
5. Involuntary demotion
6. Termination

\*Not considered administrative sanctions.

- B. Disciplinary actions with the exception of counseling's and verbal reprimands, shall be given to the employee in writing and shall state the reasons for the action. A copy of the disciplinary action shall be placed in the employee's personnel file with the exception of verbal warnings, counseling sessions, or verbal reprimands which will be documented in a separate file.

- C. Employees will normally be disciplined in private.

- D. Counseling sessions or verbal reprimands may be administered by the employee's immediate supervisor (Lieutenant), with specific authorization from the Battalion or Deputy Chief.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

- E. The CITY shall not suspend without pay, involuntarily demote, or terminate any employee without just cause. During the investigation phase, an employee may be placed on paid administrative leave pending the outcome of the investigation.
- F. Prior to suspension without pay, involuntary demotion, or termination being taken by management, the employee involved shall be afforded the opportunity of a pre-disciplinary hearing.
- G. At the discretion of the Chief, employees may be allowed the forfeiture of accrued annual leave or unused comp time in lieu of leave without pay.

**DISCIPLINARY PROCEDURES**

- A. A due process hearing shall be afforded to bargaining unit employees prior to termination, demotion, or suspension.
- B. The supervisor shall notify the affected employee, both orally and in writing, of his/her recommendation to terminate, demote, or suspend the employee from CITY service, and his/her reason(s) for doing so. This shall be accomplished in the following manner:
  - 1. The supervisor who initiates such action shall complete a Notice of Intent to Terminate, Demote or Suspend form.
  - 2. The completed form shall include:
    - a. The recommended effective date of termination, demotion, or suspension.
    - b. Reason(s) for terminating, demoting, or suspending the employee.
    - c. Relevant documentation to support the termination, demotion, or suspension. Such documentation shall be attached to the "Notice of Intent to Terminate, Demote or Suspend" form.

EEO investigative reports are deemed confidential unless otherwise directed by a competent court of jurisdiction or by order of the City Manager. Therefore, if an EEO investigation is the basis of disciplinary action, the affected employee will be provided a summary of the investigation. The investigation documentation shall not be photocopied or disseminated beyond the EEO office, City Attorney's Office, City Manager's Office, or Human Resources Department.
    - d. Date, time, and location of the employee's pre-disciplinary hearing. The hearing must be conducted within five (5) business days from the date of the notice and may be modified by mutual written agreement.
- C. Following notification of intent to terminate, or suspend, the employee may be placed on administrative leave with pay pending the pre-disciplinary hearing outcome. In the case of demotion, the employee shall maintain his/her position pending the outcome of the hearing.
- D. The pre-disciplinary hearing shall be conducted by the Fire Chief, or designee.
  - 1. The hearing shall be recorded. The original recording shall be transcribed, attached with any resulting disciplinary action, and submitted to the Human Resources Department.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

2. Participants in the hearing shall be limited to the Fire Chief, or designee, Recording Secretary, Employee and a Union representative, if requested by the employee. Witnesses may be allowed where applicable.
- E. The Hearing Officer (the Fire Chief, or designee) shall state the reason(s) for the disciplinary action and review relevant supporting documentation. The employee and/or their Union representative shall be afforded an opportunity to refute the reason(s) for disciplinary action and enter into the record any relevant documentation to support their position.
- F. The Fire Chief, or designee, shall forward their written recommendation, based on the evidence presented at the pre-disciplinary hearing, along with the Personnel Action and transcript of the hearing to the Human Resources Department. The Human Resources Department will send the Personnel Action, transcript, and any other supporting information to the City Manager, or designee, for final action.
- G. The employee shall normally be notified by the Fire Chief, or designee, within five (5) business days of the results of the hearing.
- H. Employees may grieve disciplinary actions as provided for elsewhere in this Agreement.
- I. The Personnel Action signed by the City Manager, or designee, will be forwarded to the Human Resources Department who will prepare all appropriate paperwork and will ensure proper notification of the employee.

**24. DISCRIMINATION**

There shall be no discrimination, interference, restraint, retaliation, or coercion by the CITY or the UNION against any employee for their activity on behalf of membership, or non- membership, in the UNION.

It is the mutual obligation of the CITY and the UNION to assure that no employee shall be subject to any discrimination because of gender identity, color, religion, race, citizenship, disability, national origin, sexual orientation, age, sex, ancestry, or serious medical condition.

**25. -EMERGENCY MEDICAL SERVICES**

It will be the responsibility of the Las Cruces Fire Department to provide necessary training to maintain EMT-Basic, Advanced EMT, and Paramedic licensure.

Employees who do not attend department sponsored training when made available by the CITY shall be responsible for obtaining and paying for any training to maintain required licensures and/or certifications.

The CITY will pay only for expenses incurred relative to the first examination of any specific licensure and/or certification which is applicable to the employee's position. If the employee fails the tests on their first attempt, all expenses related to subsequent testing to receive the licensure will be the sole responsibility of the employee.

The Las Cruces Fire Department and the UNION agree to work together to further develop and enhance EMS services provided within the City of Las Cruces.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

**26. EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program shall be available to any Las Cruces Fire Department employee and/or family member that may wish to consult with a professional counselor regarding a personal or family problem. The services provided through voluntary self-referral of the employee shall be confidential and shall be available at no cost to the individual. The range of problems for which any Las Cruces Fire Department employee and/or family member may seek assistance include, but are not limited to:

- Stress
- Emotional problems
- Family or marital problems
- Alcohol or other substance abuse
- Financial problems
- Work-related difficulties
- Conflict management
- Other problems

The counseling services which shall be provided are short-term. In the instance where an individual and/or family member is specifically in need of a greater level of assistance, that person or persons may be referred to another professional as provided for in the employee's health insurance benefit package.

**27. EMPLOYEE DATA**

The purpose of this article is to maintain accurate employee information so that in the event of an emergency and during normal operations, correct information is readily available and prompt notification can be made.

All employees must have some method of being contacted when they are off duty. All Las Cruces Fire Department employees are encouraged to maintain a telephone in their residence. Employees will have Employee data on file at the Fire Department and the Human Resources Department.

Employee data includes, but is not limited to:

- Current address
- Emergency notification information including names, addresses, and telephone numbers
- Date of birth
- Date of hire
- Social security number (HR only)
- Employee number
- Driver's license number, class, and expiration date

This information shall be retained in a confidential department file.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

An employee must provide the above information to his/her Battalion Chief no more than three (3) working days after a change in employee data occurs. At that time, the employee shall complete the appropriate documents. The completed documents will then be forwarded to the database coordinator for input into the database.

**28. EMPLOYEE RIGHTS TO PERSONNEL FILES**

Bargaining unit employees' official personnel file will be administered in accordance with the following provisions:

- The CITY shall maintain an official personnel file for each employee. The file will be maintained in the City Human Resources Department.
- An employee shall be permitted to review material contained in the employee's own official file. A designated representative of the City Human Resources Department may be present during the file review. The file reviewer may be required to sign and date a form maintained in the personnel file.
- The CITY will honor a for a single copy of any document in the official file for the employee. The employee may be required to assume the cost for the copies charged for IPRA requests.
- The Department and each supervisor may maintain a working file that is separate from the official file.

**29. EXTRA DUTY ASSIGNMENTS**

The Las Cruces Fire Department shall make an honest attempt to grant extra duty assignments in a fair manner in an effort to develop organizational member's career skills.

**30. FITNESS FOR DUTY AND RETURN TO DUTY**

FITNESS FOR DUTY

The Las Cruces Fire Department has established, maintains, and administers a Physical Agility Test (PAT). Passing criteria is established by management and may be updated through a certified process performed by a third-party institution certified in creating, establishing and/or performing such occupational tests. The UNION and Management may meet to discuss any significant changes pertaining to the PAT. An employee that fails to pass the PAT will follow the steps outlined in the Return to Duty section of this Article.

The Las Cruces Fire Department may require an employee to undergo a fitness-for-duty examination when there is a reasonable belief that the employee's ability to perform essential job functions will be impaired by a physical, medical, or other condition, or that the employee will pose a direct threat. The need for a medical evaluation must be clearly supported by the nature of the work and objective medical or other factual information. The examination shall be conducted by a medical professional selected by the CITY. All costs associated with such an examination will be borne by the Department in which the employee is assigned.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

If an employee is impaired in their capability to safely and effectively complete work assignments, and a fitness-for-duty examination supports this conclusion, options may include:

1. Transferring the employee to a vacant position for which the employee is qualified and that accommodates the limitations.
2. Accommodating the employee in the current position by modifying work assignments and/or the work environment.
3. Accommodating the employee by re-assigning to light duty status and providing an opportunity for rehabilitation.
4. Or, if an accommodation is not feasible in enabling the employee to perform the essential functions of the job held, or vacant positions for which the employee is qualified are not available, and if an accommodation does not reduce issues to an acceptable level, the employee may be medically retired or terminated. When an employee is assigned to a vacant position the employee's pay will be adjusted commensurate with the pay rate for that position.

PROCEDURE:

If the Las Cruces Fire Department has an employee with a medical condition which appears to impair the employee's capabilities to safely and effectively perform the essential functions of the job, or who poses a direct threat due to a medical, or other, condition the Human Resources Director or designee, shall be contacted pertaining to a possible fitness for duty examination. The Department must be prepared to discuss the following:

1. What objective evidence supports the need for a fitness for duty examination?
2. What is the reasonable belief that the employee's ability to perform essential job duties is impaired?
3. What is the basis for any belief of direct threat?
4. What knowledge exists that performance issues are linked to a medical condition?

If the answers to these questions indicate to the Human Resources Director, or designee, the need for further evaluation, the CITY shall proceed with the following:

1. A psychiatric examination or psychological assessment must be conducted by a licensed practitioner or physician authorized to conduct such examinations and may only be used to make inquiry into a person's mental fitness to successfully perform the essential functions of the employee's position without direct threat to the individual in question, or to others.
2. The scope of any fitness for duty examination shall be limited to the specific ~~medical~~ condition and how such condition affects or may affect the employee's ability to perform essential functions or pose a direct threat.
3. All medical information obtained through the fitness for duty provisions shall be maintained by the Human Resources Department as strictly confidential and shall not be a part of the employee's personnel file.
4. When the Las Cruces Fire Department requests a medical examination, it must inform the employee in writing of its reasons for doing so and the consequences of failure to cooperate. The CITY will designate the examining physician or other appropriate practitioner but will offer the individual an opportunity to submit medical documentation from their personal physician or practitioner. The CITY will review and consider all such documentation supplied by the individual's' personal physician or practitioner along with

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

the documentation from the examining physician selected by the CITY. Should the employee wish to submit medical documentation from the employee's personal physician or practitioner, the employee shall pay for all examinations and documentation charges.

5. Any employee who refuses to undergo a required fitness for duty examination shall be found insubordinate and subject to discipline up to and including termination.

**RETURN TO DUTY**

Any bargaining unit employee who suffers an illness, injury, or other medical condition, and is unable to report to duty shall immediately notify the employee's supervisor (Battalion Chief) of that fact. The supervisor who becomes aware of leave that may be related to a medical condition of an employee or when an employee has been absent three (3) consecutive calendar days (2 shifts for fire personnel working (56) hour shifts), will notify the Human Resources Department. The Human Resources Department will notify the employee of their rights and responsibilities under the Family and Medical Leave Act (FMLA). Refer to the CITY'S Family and Medical Leave policy for additional information.

If the illness, injury, or condition shall exceed two (2) weeks duration, then the following Return to Duty procedures may be applicable. This shall be determined on a case-by-case basis. This Article shall also apply to employees who fail to successfully complete their annual Agility Test.

Prior to returning to duty from an FMLA qualifying event, or other extended illness, injury, or condition a doctor's release to return to work statement shall be obtained from the attending physician. A doctor's release to return to work statement shall also be required for any on-the-job injury where a physician evaluated the employee. The doctor's release to return to work statement shall be provided to the Human Resources Department. Human Resources staff will issue a return to work statement to the employee to be provided to the employee's Battalion Chief prior to reporting to their assigned workstation. The return to work statement will indicate if the employee has received a full release to return to duty, or if restrictions exist.

In the case of illness or injury where the employee was absent from work for a period of more than thirty (30) calendar days, the employee shall be required to complete the Agility Test prior to return to full duty. When the employee's Battalion Chief receives the release to return to work statement, the employee will be scheduled for the Agility Test. In the event the employee is unable to successfully complete the Agility Test, the employee shall not be considered fit for duty and shall not be allowed to return to full duty. The employee shall begin the steps as outlined in this section to become qualified fit for duty.

These provisions shall apply to employees who fail to successfully complete the annual Agility Test:

1. If the employee is able to work, the employee may be placed on light duty, or temporary assignment, status if available, at the discretion of the CITY.
2. The employee shall be afforded the opportunity to participate in an on-duty physical fitness program if needed as determined by the employee's illness, injury, or limitations.
3. The physical fitness program shall be structured to rehabilitate the employee and shall provide for strength training, flexibility, and cardio-vascular conditioning.
4. A designated period of time each workday shall normally be allowed for the employee to participate in a physical fitness program subject to the needs of the department and calls for service. This is to allow for dressing, showering, and travel.



**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

5. The employee shall be allowed the use of appropriate DEPARTMENT facilities to accomplish his/her physical training.
6. The employee may be monitored to ensure that the employee is utilizing the time appropriately. Abuse of this time shall subject the employee to disciplinary actions up to and including termination.
7. After a period of up to thirty (30) calendar days, the employee shall be scheduled for a second Agility Test. Upon successful completion of the evaluation the employee shall be allowed to return to full duty. If the employee is again unsuccessful in completing the Agility Test, the employee shall continue in this program. After each successive time period, the employee shall be re-evaluated.
8. In no case shall an employee be allowed to continue a light duty, or temporary, assignment status beyond a maximum time period of one hundred twenty (120) days. At this point if the employee is unable to return to full duty, an evaluation shall be conducted by the Disability Review Team to identify options available to the employee which may include consideration for additional recovery time as a consideration under the Americans With Disability Act, medical retirement, or termination.

**31. FUNERAL AND BURIAL EXPENSES**

The CITY agrees to defray the funeral and burial expenses of any Firefighter who dies while on duty up to a maximum of ten thousand dollars (\$10,000.00).

**32. GRIEVANCE PROCEDURE**

The CITY and the UNION agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed through the following formal grievance procedure.

**A. PURPOSE**

1. 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.
2. There shall be no other grievance or appeal procedure for employees in the bargaining unit other than that contained in this Article.

**B. DEFINITIONS**

1. A "grievance" shall be defined as a dispute which alleges:
  - a. A violation of this Agreement or;
  - b. A written reprimand or;
  - c. A disciplinary suspension without pay or;
  - d. An involuntary termination of employment or;
  - e. An involuntary demotion involving an actual loss of pay.
2. A "grievant" shall be any employee, group of employees, or the UNION.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

3. "Days" shall be defined as business days (Monday thru Friday from 08:00 to 17:00, excluding holidays observed by management, unless otherwise noted).

**C. PROCEDURE**

1. The number of days indicated at each level of this procedure shall be considered a maximum, and every reasonable effort shall be made to expedite the process.
2. If the CITY or department fails to comply with the time limits and requirements as set forth under this agreement, the grievance may be appealed to the next level of the procedure.
3. If the grievant fails to comply with the time limits and requirements as set forth under this agreement, the grievance shall be considered null and void.
4. The time limits set forth herein may be extended provided the parties have mutually agreed in writing upon the extension.
5. A grievance shall not be considered unless the grievant initiates the grievance no later than ten (10) days after the grievant knew, or reasonably should have known, of the action which precipitated the grievance. In the case of disciplinary action, the date of the action precipitating the grievance shall be the date of the notice or delivery of the official written notice of discipline.

**D. STEPS**

1. The grievant shall first discuss the grievance with the appropriate Deputy Chief directly with the objective of resolving the grievance. If the grievance is not resolved within ten (10) days, a written grievance may be filed with the Fire Chief. To be considered, the grievance must contain at a minimum, what contractual provision(s) of this collective bargaining agreement is alleged to have been violated, the facts constituting the alleged violation, and the relief sought and be filed within ten (10) days from the Deputy Chief's response, or the date such response was due.
2. The Fire Chief, or designee, will have ten (10) days to render a decision.
3. If the grievance is not resolved with the Fire Chief's, or designees', decision, the Union will have ten (10) days to:
  - a. Request the services of the Federal Mediation and Conciliation Service (FMCS) to provide grievance mediation services; or
  - b. File the grievance directly with the City Manager.
4. If at the conclusion of Mediation, the grievance has not been resolved, the Union will have ten (10) days to file the grievance with the City Manager.
5. The City Manager will have ten (10) days to render decision and may take whatever action they choose to resolve the grievance, which shall be final and binding on the parties. If the grievance pertains to a disciplinary action involving a suspension without pay, an involuntary demotion, or termination, the grievant and/or the Union may request arbitration if they are dissatisfied with the City Manager's decision by filing a Request for Arbitration with FMCS. This request shall be made within ten (10) days of the City Manager's decision.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

The UNION shall immediately serve a copy of the Union's request for arbitration to the Human Resources Director, the Fire Chief, and the City Manager.

**E. ARBITRATION**

The arbitrator will be selected from a list of seven arbitrators requested from FMCS within fifteen (15) days of the receipt of the FMCS list, unless mutually agreed to in writing. The parties shall alternatively strike names on the list until there is one name remaining that shall be the arbitrator. The moving party shall strike the first name. Failure of either party to strike will result in FMCS appointing an arbitrator on the panel.

1. The arbitrator shall conduct the hearing as soon as possible.
2. 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 employees or the UNION have under the terms of this Collective Bargaining Agreement.
3. The arbitrator's decision shall be final and binding on the parties and shall constitute an award within the meaning of the Uniform Arbitration Act. Reasons for appeals to court are set forth in the Uniform Arbitration Act.
4. 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. The parties may mutually agree to share the cost of providing a verbatim record of the proceedings.

**F. MISCELLANEOUS**

1. 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.
2. A grievant may be accompanied and represented by the UNION at any hearing or meeting conducted under this procedure.
3. An employee, acting individually, may present a grievance without the intervention of the UNION provided the grievance has been processed in accordance with this procedure. Any adjustment made shall not specifically violate the provisions of this Collective Bargaining Agreement.
4. If a grievance affects a group of two (2) or more employees or involves an action or a decision by the CITY or the Department which has a department wide impact, the UNION may submit the grievance on behalf of the affected employees.
5. All documents related to a grievance shall be maintained as a separate file from an employee's personnel file. This provision shall not apply to documents related to a grievance over a disciplinary action unless such documents are removed from an employee's personnel file as relief given in the disposition of a grievance.
6. All grievances and grievance responses shall be filed and processed in accordance with this Collective Bargaining Agreement.
7. The grievant and the UNION'S processing of grievances shall be conducted on non-City paid time unless otherwise agreed to by the parties or during residential hours.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

**33. HEALTH INSURANCE BENEFITS / GROUP INSURANCE PLAN / DISABILITY INSURANCE  
/ LIFE INSURANCE**

The CITY shall continue to offer to all employees in the bargaining unit, health, disability, and life insurance benefits as adopted by City Council.

If new contributions to the Group Insurance plans, as enumerated in NMSA 1978 §10-7-4 et seq., are enacted by the State Legislature during the term of this Agreement, or a ruling by the State Attorney General allows for a different interpretation of the percentage of contributions, either party may notify the other in writing within one hundred twenty (120) calendar days of the enactment to declare their desire to reopen this article of the agreement. Any change to this article is subject to City Council approval and appropriations.

The CITY will continue to pay, at a minimum, 82% of health insurance premiums with the employee paying 18% of premiums regardless of what plan(s) are offered.

Prior to any changes, the CITY and UNION will meet and confer to discuss options prior to the implementation of any changes.

**34. HOLIDAYS**

During the term of this Agreement, all bargaining unit employees working a forty (40) hour week schedule shall receive eight (8) hours of holiday pay at the employees' regular hourly rate for each holiday recognized by the CITY plus one and one-half (1 and 1/2) times their hourly rate for all time worked on that holiday.

The use of paid leave during the pay period including any of these holidays shall not be cause for a loss of holiday pay whether or not the employee was scheduled to work such holiday.

Employees must be on paid status the day before and after the holiday to be eligible for holiday pay.

**35. HOURS OF DUTY**

The schedule for fire suppression personnel shall be forty-eight (48) hours on-duty followed by ninety- six (96) hours off-duty. Duty-time shall be 1100 hours until 1100 hours forty-eight (48) hours later. Suppression personnel work an average of fifty-six (56) hours per week.

Overtime shall comply with the 207k provisions of the Fair Labor Standards Act.

The schedule for non-suppression personnel shall be forty (40) hours per week.

The Fire Chief may establish alternate work schedules on a temporary or permanent basis to accommodate the training needs of the organization. A minimum of two (2) weeks' notice shall be provided to affected employees.

RELIEF

All employees must ensure they have been relieved of duty before leaving their assignment.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

EARLY RELIEF

An employee is expected to be in uniform and fully prepared to assume the employee's duties at the beginning of the employee's assigned shift. The employee shall remain on duty until the end of their assigned shift unless the employee is permitted by the Lieutenant to be relieved prior thereto for good cause shown. It shall be permissible for oncoming employees to relieve employees on the previous shift prior to the scheduled starting time. Any early relief amongst employees shall be done as a voluntary agreement between the participating employees. Early relief shall not be counted as additional time worked. For pay purposes, the employee permitted to leave early shall be deemed to have completed his/her assigned shift, and the employee who agreed to report early shall be deemed to have commenced work at his/her regular duty-time. Any early relief greater than fifteen (15) minutes requires approval by the Battalion Chief.

TARDINESS

An employee shall be deemed to be tardy if the employee reports after the regular duty-time and may be subject to disciplinary action as deemed appropriate by Management.

Tardiness does not apply to employees who are already on duty due to overtime or changes of shift and are traveling between shifts and stations provided such travel time is within a reasonable amount of time. These employees should notify the appropriate station of their status.

VOLUNTARY HOLDOVER

If an employee calls in prior to the beginning of the shift with an excuse acceptable to the Lieutenant and another employee agrees to voluntarily "hold over" until the late employee arrives, the late employee shall not be deemed to be tardy. Any voluntary holdover amongst employees shall be done as a voluntary agreement between the participating employees. Voluntary holdovers shall not be counted as additional time worked. For pay purposes, the employee who agrees to "hold over" shall be deemed to have ceased work at the end of his/her regular duty-time and the employee who is late shall be deemed to have commenced work at his/her regular duty-time. Voluntary holdover shall not exceed sixty (60) minutes per occurrence. Lieutenants shall report to the Battalion Chief any employee failing to report by their regular duty time.

Habitual use as determined by Management will require this practice to cease for that employee. Continued abuse of this practice will subject the individual to disciplinary action.

**36. INOCULATION AND IMMUNIZATION**

The Department shall provide Hepatitis B and Hepatitis A inoculations to all emergency response employees. The Chief has discretion to provide for other inoculations not specified as deemed appropriate to promote the health and safety of employees. If an employee is exposed to a contagious disease or other bio-hazardous material while performing their duties, such exposure must be documented and reported by the employee and the first line supervisor in accordance with established policies and procedures.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

**37. INTERFERENCE**

The UNION shall not attempt to cover up or fail to report any employee misconduct.

**38. LOST, DAMAGED, OR STOLEN PROPERTY**

Employees shall be responsible for and not misuse CITY property, records, or other materials in their care, custody, and control. CITY property, records, or other materials shall not be removed from the premises without written permission from the station Lieutenant or Battalion Chief.

- A. Employees shall be responsible for normal care and maintenance of all issued equipment.
- B. Uniforms and equipment provided by the Department that are required and essential to the successful performance of an employee's job functions shall be replaced, at the Department's expense, when such items are damaged during the performance of job duties or lost due to criminal theft.
- C. All instances of lost, damaged, or stolen property shall be reported to the Battalion Chief on duty in writing immediately at the time of discovery of the occurrence. Theft and damage to CITY equipment or property must be reported to the City's Risk Management division as soon as practicable.
- D. Lost or damaged equipment as a result of employee negligence or employee's criminal act are not covered by this Agreement.
- E. A copy of an incident report or police report must be submitted with a written request for replacement to obtain replacement of personal property required and approved to be carried or utilized by employees in the performance of their duties. Failure to make a proper report and request for personal items will negate any claim for replacement.
- F. Personally owned items:
  - 1. Personally owned items that are required and essential to the successful performance of an employee's job function shall be replaced, at the Department's expense, when such items are determined by the CITY to have been damaged while the employee was engaged in the performance of duty and there was no negligence on the part of the employee. The Chief maintains discretion to replace the item or reimburse the employee for a comparable replacement.
  - 2. Employees that use personal items while performing their job functions shall provide a list of those items to the Chief, or ~~their~~ designee, for approval. The employee shall be responsible for keeping the list of items current. Replacement or reimbursement of any item not included in the list supplied, and preapproved by the Chief or ~~their~~ designee, will not be eligible for replacement or reimbursement.
- G. This section is not intended to be used to replace old, worn out items. Amounts for replacement or reimbursement shall not exceed one hundred seventy-five dollars (\$175.00) per item.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

**39. MDA FILL THE BOOT**

The Las Cruces Fire Department may, when staffing allows, provide on-duty personnel to participate in the annual "MDA Fill the Boot" charity event. Management may allow the use of Las Cruces Fire Department uniforms and firefighting bunker gear for use during the event. The Las Cruces Fire Department may allow for the staging of fire apparatus at designated collection points for display and public relations support. On-duty fire apparatus and crews shall remain available for emergency response from these locations.

The Las Cruces Fire Department may allow the use of duty time for those Las Cruces Professional Fire Fighters attending the ceremonial check presentation to the Muscular Dystrophy Association if staffing allows.

**40. MEDICAL DIRECTOR**

The Las Cruces Fire Department shall provide Medical Direction for all levels of service provided in its protocols.

**41. MILITARY LEAVE**

During the term of this agreement, employees in the bargaining unit shall be covered in accordance with all stipulations, processes, and procedures as provided for in the City's Personnel Manual regarding Military Leave, as adopted or revised.

Fifty-six (56) hour employees may be granted an additional sixty-four (64) hours of administrative leave, for active-duty assignments in excess of the one hundred sixty (160) military leave hours as provided for in the City's Personnel Manual.

**42. MODIFIED DUTY / NON-HAZARDOUS DUTY**

- A. The Fire Chief, or their designee, shall have discretion to approve Modified, or Non-Hazardous, Duty for employees who develop, as determined by a qualified physician, an illness, injury, or other medical condition off duty. (Such conditions shall include pregnancy.) Employees who are determined to temporarily be unable to perform the duties of the position, may request to be placed on a Modified / Non-Hazardous Duty assignment by submitting a request in writing to the Chief, or their designee.
- B. The Human Resources Department will be notified of the request and will provide notice to the employee of their rights and responsibilities under the Family and Medical Leave Act (FMLA). (Refer to the CITY'S Family and Medical Leave policy for additional information.) A Medical statement from a qualified health care provider must be submitted to Human Resources for verification of the illness, injury, or other medical condition prior to the approval of a Modified / Non-Hazardous Duty assignment. The statement must outline the condition(s) and restrictions.
- C. If such duty is not available within the Department, the employee may request light duty, or temporary assignment within the CITY in accordance with established CITY policies. If the

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

CITY has an available position for which the employee qualifies, the CITY may offer the position on a temporary basis to the employee. After receiving the qualified physician's certification for Modified / Non-Hazardous Duty, the CITY will determine its ability to accommodate the request. The determination of the CITY is not subject to grievance and nothing contained in the Article is intended to require the CITY to accommodate a request.

- D. If the employees qualified physician provides approval, and there are no restrictions to prevent the employee from safely participating in promotional processes, they may be permitted to do so. The employee will not be passed over if on a promotional list and should be provided opportunity to continue involvement in Department committees if they desire, as long as work restrictions are met.
1. This Modified / Non-Hazardous Duty will be paid at a base hourly wage for forty (40) hours for a period no greater than nine (9) months. The parties agree that the 207k exemption applies to all employees in a Modified / Non-Hazardous Duty status.
  2. A fifty-six hour employee who is placed on Modified / Non-Hazardous Duty shall be placed on a forty (40) hour schedule and paid at the converted employee's base hourly rate, in accordance with the terms of this Agreement.
  3. Employees returning to full-duty, without restrictions, shall be returned to their same rank and seniority.
- E. Department Responsibilities:
1. Uniform options may be provided as soon as practical to those employees that have a need based on their condition. Requests for such options must be submitted to the Chief, or their designee and follow established procedures for uniform replacement.
  2. Other appropriate attire may be permissible as determined by the Chief or their designee. The employees' badge must be displayed.
  3. Appropriately fitting bunker gear will also be issued if required based on employee assignment and restrictions.
  4. The Department shall comply with N.M. Stat. Ann. § 28-20-2 (2007) to provide a clean, private place, other than a bathroom, for employees who are breastfeeding to pump.

**43. NEPOTISM**

No person shall be hired, promoted, demoted or transferred to a position which is under the direct supervision in the departmental chain of command of a relative who is related by blood, adoption, or by marriage to a third degree of kindred. The third degree of kindred includes spouses, parents, children, brothers, sisters, grandparents, grandchildren, aunts, uncles, nieces and nephews. The restriction shall also apply to relationships having the characteristics of a family relationship, and to members of the same household. In the event two (2) employees are in a position of direct supervision through any departmental chain of command or either of the two (2) employees establish a relationship, then the affected employee or employees may request a transfer to alleviate the situation or the City Manager may transfer or demote one (1) of the two (2) affected employees to a position removed from the supervisory control of the other. However, the City



**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

Manager may waive the restrictions in this section if, in the opinion of the City Manager, it is clearly in the City's best interest. This article shall not apply during emergency operations or incidents or temporary assignments.

An incumbent who willfully fails to reveal (or remains silent about) a relative who is hired into their direct chain of command, or is transferred to their unit, shall be subject to disciplinary action.

**44. OUTSIDE EMPLOYMENT**

City Personnel Manual and Polices, as adopted and revised, shall apply to all outside employment during the term of this Agreement.

**45. PAY PERIOD / WORK PERIOD**

For the purpose of this Agreement, the pay period shall be fourteen (14) days and the work period shall be twenty-eight (28) days.

Las Cruces Fire Department personnel shall be paid biweekly.

The pay period shall start at 00:00 hours on Sunday and shall end fourteen (14) days later on Saturday at 24:00 hours.

For pay purposes, the calculation of hours worked shall equal the number of hours on duty. There shall not be any forms of reduced pay while on duty.

The CITY shall comply with the provisions outlined in the Fair Labor Standards Act.

For forty (40) hour employees, the CITY shall comply with the provisions outlined in the Fair Labor Standards Act for any hours worked in excess of forty (40) hours per week.

**46. PAYROLL DEDUCTION OF DUES AND FEES**

The UNION shall indemnify, pay for the defense of, and save the CITY harmless against all claims that shall arise out of or as a result of any conduct taken by the CITY for the purpose of complying with this Article.

**BARGAINING UNIT MEMBERS**

The CITY agrees to deduct, each pay period, membership dues and fees in an amount certified to be current by the Treasurer of the UNION, from the pay of those employees who have voluntarily completed payroll deduction authorization forms. The total amount of deductions shall be remitted together with the names of the employees from whom membership dues have been collected, normally within ten (10) days after such deductions are made by the CITY, to the Treasurer of the UNION.

The membership dues deduction for a member of the bargaining unit may be made only if the accrued earnings of the employee are sufficient to cover the membership dues after all other authorized payroll deductions have been made.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

**47. PERFORMANCE EVALUATIONS**

Performance Evaluations may be used at any time to provide feedback to bargaining unit employees and are not designed or intended to be used as disciplinary actions and will not be used in such manner. Performance Evaluations may however be used to support disciplinary actions. Employees will be assessed in relation to the essential job functions of their position. Evaluations may also be used to identify and establish employee goals. Personal Improvement Plans may be developed to address specific employee deficiencies. The Personal Improvement Plan will identify those deficiencies and establish specific measurable goals. The Performance Evaluation and Personal Improvement Plan are formal reports that will become a part of the employee's personnel file.

Other evaluations such as incident evaluations or special evaluations, may be utilized in order to provide additional feedback to employees. These types of evaluations will generally be specific to one aspect of job performance and should remain in the employee's working file as identified in this Agreement.

**48. P.E.R.A. RETIREMENT PROGRAM**

The City has adopted Municipal Fire Plan 5 of the Public Employee Retirement Association (PERA). The CITY and Employees will continue to pay the current contribution rates during the term of this Agreement.

Should PERA mandate an increase or change, the parties shall be responsible for their respective share of the increase or change.

**49. PERSONAL LEAVE AND EMERGENCY LEAVE REQUESTS**

Las Cruces Fire Department personnel shall be granted personal leave to conduct personal business. Personal leave shall be used in one (1) hour increments or more when backfill is required will be considered the same as hours worked.

In the first pay period in January, Las Cruces Fire Department personnel shall be granted:

- 56 hour Employees - Twenty-four (24) hours Personal Leave
- 40 hour Employees - sixteen (16) hours Personal Leave

Leave will be requested as per applicable policy.

**50. EMERGENCY LEAVE REQUESTS**

Emergency leave requests will be charged to fifty-six (56) hour employees, in one (1) hour increments, for up to twenty-four (24) hours in the case of an unforeseen emergency. An emergency leave request will be granted if it does not remove a response unit from service by reducing the number of personnel below minimum staffing requirements. Emergency leave can be charged to annual or personal leave.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

**51. PERSONNEL REDUCTION**

In the event that a reduction in force is necessary, the following procedure shall be utilized:

- A. Authority, Pursuant to City regulations and State law, the CITY has the authority to discharge, terminate, or lay-off employees in this bargaining unit at any time when a reduction in personnel is required.
- B. When the Council and/or CITY anticipates a Reduction in Force (RIF) or lay off which might result in the discharge or termination of an employee or employees in this bargaining unit, the CITY will notify the UNION and the affected employee or employees in writing a minimum of one (1) pay period prior to the implementation of the RIF. In lieu of such notice, the affected employee or employees may be given severance pay in an amount equivalent to the amount of notice, or portion thereof. The UNION may request in writing, to meet with representatives of the CITY to discuss possible alternatives to the RIF provided that such request is made no longer than five (5) days after receipt by the UNION of the CITY'S notice of intent to RIF.
- C. No regular Fire Department employee shall be discharged or terminated as a result of a RIF until all new hire probationary or temporary fire department employees have been discharged or terminated.
- D. Employees will be laid off in reverse order of seniority. When two or more employees have identical seniority then a determination shall be made by the Chief. Factors that will be considered may include but are not limited to employee performance, rank, staffing/operational needs and employee work history.
- E. Laid off employees will be recalled in reverse order of lay off and will remain eligible for recall for a period of two (2) years.
- F. Prior to filling vacant positions through a new promotional process, all personnel who have voluntarily demoted to a lower rank as a result of the reduction in force shall be advanced to available vacant positions which they held prior to such voluntary demotion.
- G. Laid-off employees will provide the CITY a contact name, phone number, and address in the event that their position becomes available.
- H. The CITY will advise the employee to be recalled by certified or registered US mail.
- I. Upon receiving notice of recall, an employee has five (5) business days to signify their intention of returning to work with the CITY and will advise the date they will be available to return to service. The return to service date must not be later than fifteen (15) business days from the date the employee received the recall notice. The notice of recall shall be sent to the employee's last known address. The employee shall be responsible for maintaining a current address with the CITY'S Human Resources Department.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

- J. Employees failing to comply with this section will forfeit their recall rights. Failure to report following the receipt of a recall notice, will be considered an automatic resignation, and shall not be subject to a grievance. It is understood that the CITY will have discharged its obligation of notification to laid-off employees by giving notice as herein outlined.
- K. Furlough:
1. Temporary unpaid leave of some employees due to economic conditions of a Department, or the City as a whole.
  2. Prior to implementing a furlough program, the UNION and the affected employees shall be notified at least ten (10) working days in advance. The Employer shall provide the UNION with the opportunity to provide alternatives to furloughs.

**52. PRINTING AND DISTRIBUTION OF AGREEMENT**

The CITY will post the Agreement on the CITY intranet system with the understanding that hard copies will not be reproduced at the CITY's expense.

**53. PROBATIONARY PERIOD**

During periods of continuous employment, no other probationary period shall be placed or mandated on a member of the bargaining unit for disciplinary actions.

An evaluation period of six (6) months shall be assigned to employees who promote into bargaining unit positions. The evaluation period may be extended for three (3) months by mutual agreement. Employees who are not meeting minimum expectations may be reassigned for additional evaluation. Employees who do not meet minimum expectations shall be returned to their previous rank and is not considered disciplinary action. The failure of the evaluation period may be grieved to the level of the Chief, or designee.

**54. RECOGNITION**

The CITY recognizes the UNION as the sole and exclusive bargaining agent for all regular non-probationary employees of the Las Cruces Fire Department as listed below. The UNION shall represent the interests of all employees in the bargaining unit without discrimination or regard to membership in the UNION.

- A. Inclusions. This Agreement specifically includes: Firefighters, Driver/Operators, Lieutenants, Fire Inspectors, Fire Inspector/Investigators, and MIH Coordinator.
- B. Exclusions. This Agreement specifically excludes new hire probationary status, and Exempt employees as defined by CITY policy, seasonal employees, temporary employees, contract employees, part-time employees, and other such positions as the parties shall agree to be excluded under this Agreement.
- C. Position changes. No new classifications or positions will be made within the bargaining unit

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

without prior notification to the UNION and the UNION'S opportunity to meet with Management and Human Resources to discuss the new classifications at length.

**55. RECRUIT SELECTION PROCESS**

The UNION shall appoint members to any recruit selection committee, assessment group, or other process to select new Las Cruces Fire Department recruits. The number of UNION appointments to the committee, assessment group, or other selection group shall be up to one half (1/2) of the total number of individuals in such group and shall be no less than one (1). Time spent in participation in selection committees shall be considered as hours worked for bargaining unit employees.

**56. RESIDENTIAL SUPPORT**

The CITY shall provide clean and safe fire stations. The CITY shall provide furniture to include office furniture, cooking appliances, cookware, dishes, utensils, linen replacement, washer and dryer facilities, access to television cable/satellite service in all new construction, separate men's and women's facilities, including dormitories, where applicable, pest control services, building maintenance, and repair, janitorial supplies, and sanitary supplies in all occupied fire stations. The CITY shall provide air quality checks of all occupied stations in accordance with CITY standards and/or Health/Environment Department requirements. At minimum, air quality checks for mold and mold spores will be conducted on an annual basis. Air quality checks will be discussed during Labor Management meetings on an as needed basis.

Bargaining unit employees shall immediately report any unsafe conditions in writing to the supervisor.

**57. SAFETY AND HEALTH**

The CITY shall provide clean and safe fire stations. The CITY shall supply safe and comfortable furniture to include office furniture. The CITY shall provide safe and modern cooking appliances, cook ware, dishes and utensils. The CITY shall provide linen replacement as needed as well as washer and dryer facilities. The CITY shall provide access to television cable/satellite service in all new construction. The CITY shall provide separate men's and women's facilities, including dormitories, where applicable. The CITY shall provide pest control services, building maintenance, and repair as needed. The CITY shall provide janitorial supplies and sanitary supplies to continue safe and efficient living in all occupied fire stations. The City shall provide air quality checks of all occupied stations in accordance with City standards and/or Health/Environment Department requirements. At minimum, air quality checks for mold and mold spores will be conducted on an annual basis. Air quality checks will be discussed during Labor Management meetings on an as needed basis.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

**58. SENIORITY**

Seniority shall be defined as the length of continuous service from the date of hire as a Firefighter in the Las Cruces Fire Department.

Upon the successful completion of the probationary period, a Firefighter will be credited with length of service seniority retroactive to the beginning of the probationary period with the Las Cruces Fire Department.

Employees covered by this Agreement shall lose their seniority status and their name shall be removed from the seniority list if that employee resigns, is discharged, or retires.

The CITY shall establish a seniority list which shall be brought up to date as of July 1 of each year and posted as such on Las Cruces Fire Department bulletin board at Station 1 for a period of not less than thirty (30) days. The UNION shall provide a copy to the CITY within a reasonable time. The CITY will provide a list of UNION members, to include their dates of hire, when requested by the UNION.

Any objection to the Seniority List must be reported to the City's Human Resources Department within thirty (30) days from the first day of posting. After appropriate corrections are made the list shall stand approved.

**59. SHIFT EXCHANGES / TRADING TIME**

Shift trades are a voluntary contract between two (2) employees. Licenses and/or specialties shall not be a factor. Shift trades shall be allowed between Bargaining members of equal rank, or outside of their own rank, as long as these individuals are certified and can successfully fulfill the duties of the exchanged rank. Bargaining members working a shift trade across rank will not be eligible for Compensation for Acting Position (CAP) time while working in the position agreed to for the shift trade. Bargaining members understand that by agreeing to a shift trade, they will work for the position that best supports the staffing needs during that shift. Shift trades will not place any personnel on duty for more than seventy-two (72) consecutive hours. A shift trade may be denied if it interferes with the operations of the Las Cruces Fire Department.

The CITY shall have no obligation to maintain records of hours traded, and the hours for FLSA purposes shall be calculated as if the regularly assigned person is present for work. All shift trades shall be documented appropriately so it is clear who is responsible to work. Normally shift trades should be requested at least ninety-eight (98) hours prior to the shift to be traded. This request shall be submitted for approval through the Battalion Chief. The necessary means to submit requests shall be available at each fire station.

The CITY shall not assume any liability for time lost to an employee because of a shift trade.

Employees who agree to the shift trade are responsible for the revised work schedule and may be disciplined for an absence or lateness. Time shall be allowed for employees to travel from shifts and between stations. This travel time shall count as time worked. Employees working shift trades will make a reasonable attempt to arrange for coverage for their travel time. In the event coverage

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

cannot be secured the Battalion Chief shall be notified.

Any employee who is scheduled to work and makes arrangements to have another employee work on their behalf, is responsible to have the shift hours covered. If the time is not covered for any reason, the scheduled employee will owe the CITY the number of hours that were not worked, to be paid back at the CITY'S discretion.

**60. SPECIAL EVENTS**

The Las Cruces Fire Department may, when staffing allows, provide on-duty personnel to participate in special or charity events. Management may allow the use of Las Cruces Fire Department uniforms and fire firefighting bunker gear for use during these events. The Las Cruces Fire Department may allow for the staging of fire apparatus for display and public relations support. On-duty fire apparatus and crews shall remain available for emergency response from these locations as determined by management.

No special event will take priority over a fire company's or special team's ability to respond immediately to emergency service needs.

**61. SPECIAL TEAMS AND PROGRAMS**

The Las Cruces Fire Department shall maintain special teams/programs as determined to be appropriate by management.

These teams/programs shall be positioned at the most appropriate station based on team/program functions and responsibilities.

The Las Cruces Fire Department shall designate needed certifications to establish participation as a special team/program member. All special teams/programs members shall be trained and fully certified to all applicable current Las Cruces Fire Department standards.

All required safety and firefighting equipment and gear will be issued to all special teams as required and approved by the City, Fire Chief or their designee.

Annual training shall be provided to maintain certification and proficiency at no cost to core team members. The CITY shall allocate funds for specialized training as deemed necessary by management.

All training hours, if pre-approved by management, shall be considered time worked for payroll purposes. The Chief shall designate staffing and eligibility for specialty team assignments.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

**62. SHOPPING EVENTS**

On-duty participation may be granted for any Las Cruces Fire Department function, shopping, or eating at restaurants, provided that such events do not affect emergency response capabilities and resource availability. On-duty fire apparatus and crews shall remain available for emergency response from these events.

**63. STAFFING**

The CITY and the UNION acknowledge that the staffing levels in the Las Cruces Fire Department can have an impact on the safety of the firefighters and the quality of services delivered to the community. The Las Cruces Fire Department has set certain staffing goals and shall attempt to maintain those goals during the term of this agreement.

With the Implementation of this agreement minimum staffing goals will be as follows:

- The CITY shall staff Engine / Truck companies with four (4) person staffing, three (3) person staffing should be allowed on Engine/Truck companies up to fifty-five (55) percent of units in service with common rounding rules to apply. Staffing goals are identified for permanently established engine and truck companies and do not apply to any additional units placed in service in addition to established engine and truck companies.
- The CITY shall maintain at least three (3) Rescues (ambulance/transport unit) in service at all times.
- The CITY shall provide leave spots for Annual or Personal leave in the amount of ten (10) percent of minimum staffing with common rounding rules to apply. In the case of a large-scale incident or staffing shortages, as determined by the Fire Chief, or their designee, leave positions may be canceled.

**64. SUBCONTRACTING**

The CITY agrees that prior to contracting or sub-contracting out work currently being performed by members of the bargaining unit the following provisions shall apply:

- A. The UNION will be given thirty (30) days' notice.
- B. The notice shall identify the affected positions.
- C. The UNION will be allowed to meet with the City Manager to discuss possible alternatives to the situation.



**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

**65. TRANSFERS AND VACANCIES**

- A. Temporary Transfers – Temporary transfers may be made immediately and should normally not exceed thirty (30) days. Longer temporary transfers may be made in order to accommodate Firefighter Trainee rotations or organizational needs. Consideration will be given to rank, seniority, experience, and medical licensure of the personnel.
- B. Regular Transfers – position openings not involving promotion shall be filled using the following procedures:
  - 1. Employees who desire to transfer shall provide written notice of such desire to their shift commander.
  - 2. Employees requesting a transfer will be given first preference when filling transfers resulting from vacancies. Consideration will be given to rank, seniority, experience, and medical licensure of the personnel.
  - 3. Upon transfer, a copy of the two (2) most recent annual employee evaluations shall be made available to the new supervisor.
  - 4. Management may assign someone to fill the vacancy based on the organizational needs of the Department.

**66. UNIFORMS**

The CITY shall continue to provide to all bargaining unit members the proper number of uniforms and equipment necessary as determined by the department to maintain the professional image of the Las Cruces Fire Department using methods determined by the Chief.

Employees required to wear safety boots/shoes will be provided two hundred twenty- five (225) dollars per fiscal year.

Issued items will be replaced through a process determined by the Chief, or designee.

**67. UNION BUSINESS LEAVE**

The UNION President and/or his/her designee may be allowed to attend UNION meetings or functions when staffing allows. This request must be made in a timely manner and must be done through the normal chain of command.

- A. Exclusive of time spent in Labor Management Committee meetings, negotiations and/or collective bargaining, it is recognized that it will be necessary for UNION activities to be carried out during working hours. Certified and designated representatives, as defined in section six (6) of this Agreement, shall be compensated while on duty not to exceed four (4) hours per week for Union activities. The UNION shall be granted no more than two hundred eight (208) hours of paid leave per fiscal year to be used for these purposes. A representative shall not be allowed time off with pay to investigate their own grievance.

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

- B. Authorized representatives shall request and accurately document all compensable UNION time on forms, or using methods, determined by the Chief or their designee.
- C. All hours allotted for use under this Agreement shall only be for use within a calendar year and shall not accrue or be combined with other hours allowed during subsequent or previous periods.
- D. Normally, grievances shall be filed and processed during the non-work time of both the grievant and the authorized representative. In an emergency, the employee may contact their immediate supervisor to request relief from their current assignment to consult with their authorized UNION representative.
- E. In such event, the authorized UNION representative and the employee may be relieved from their respective assignments and allowed to consult as soon as it is practical. Pending relief, the employee shall continue to perform their assigned duties. Such consultation shall not unduly interfere with the operations of the Department as determined by the Chief or their designee.
- F. Upon being granted relief, the employee or authorized representative shall be placed on Authorized Leave Without Pay status until such time that they complete their consultation and return to a work status.
- G. The City shall allow authorized UNION representatives, who are not City employees or who are off-duty City employees, to visit City facilities for the purpose of administering the provisions of this Agreement at such times and places that do not interfere with the operations of the City, or conflict with other provisions of this Agreement, after first obtaining permission from the Chief or their designee. The Human Resources department shall be notified of such visits.

**68. WORKER'S COMPENSATION**

All bargaining unit members are covered under the provisions of the New Mexico Worker's Compensation Act. All on the job accidents must be reported immediately to the employee's supervisor. Any questions regarding Workers' Compensation or on-the-job injuries, should be directed to the City's Risk Management Department and/or Finance Department.

**69. VOLUNTARY REQUESTS FOR ASSISTANCE**

The Department will not take any adverse employment action against an Employee who voluntarily seeks treatment for drug and/or alcohol abuse prior to an incident, reasonable suspicion or being ordered to submit to a drug and/or alcohol test. A request for treatment shall not be considered reasonable suspicion sufficient to order submission to a drug and/or alcohol test. If a reasonable suspicion exists without considering the Employee's request for treatment, such a request for treatment will not preclude discipline or an order to submit to a drug and/or alcohol test in accordance with applicable city manager policy.

The Department shall make available, through an Employee Assistance Program (EAP),

**Agreement Between the CITY of Las Cruces and  
The Las Cruces Professional Fire Fighters Association  
International Association of Fire Fighters Local 2362**

a means by which employees may obtain referrals and treatment. All such requests shall be confidential. When undergoing such evaluation and treatment, employees shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment. Multiple request and entry into assistance that creates an impact to the operations of the department, may result in discipline up to and including termination.

**70. PROMOTION BOARD REPRESENTATION**

The Union will have one designated non-scoring representative on promotional processes for all bargaining unit ranks within the Las Cruces Fire Department as identified in Article 54 Recognition.

**71. PARENTAL LEAVE**

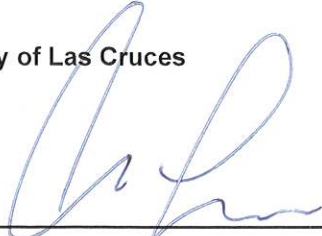
In accordance with the City's Personnel Manual, bargaining unit members will be entitled to parental leave. 56-hour schedule members will have leave converted at a rate of 1.4 (e.g. 160 hours for 40-hour schedule, 224 hours for 56-hour schedule).

**72. CITY BENEFIT LEAVE**

Any new leave types that become identified in the City of Las Cruces Personnel Manual, are afforded to other non-represented city members, and not identified within the collective bargaining agreement, will be afforded to Union members. A 40-hour schedule will receive hour for hour and leave will be converted using a factor of 1.40 based on the 56 Hour Work schedule.

- IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representative there unto duly authorized.

**City of Las Cruces**



\_\_\_\_\_  
City Manager  
Ikani Taumoepeau



\_\_\_\_\_  
Human Resources Director  
Jo M. Richards

Approved to Form:



\_\_\_\_\_  
Interim City Attorney  
Brad Douglas

**Las Cruces Professional Firefighters Association (LCPFFA)**



\_\_\_\_\_  
LCPFFA President  
Christopher Johnson



\_\_\_\_\_  
LCPFFA Vice President  
Michael Hall



\_\_\_\_\_  
LCPFFA Executive Board  
Eric Palma