



Small Community • Big Possibilities

LABOR MANAGEMENT AGREEMENT

VILLAGE OF LOS LUNAS

AND

LOS LUNAS FIRE FIGHTERS

ASSOCIATION

LOCAL 4297

Effective August 11, 2022 to June 30, 2025

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ARTICLE 1: Agreement and Recognition

The parties to this Agreement are the Village of Los Lunas (“Village”) and the International Association of Firefighters, Local 4297, (“Union”). The Village recognizes the Union as the exclusive representative of all employees in the bargaining unit, which consist of all non-probationary Firefighters/EMTs.

ARTICLE 2: Rights

Section 2-1. Gender

Whenever any words used herein in the masculine, feminine, or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply.

Section 2-2. Management Rights

A. The Village retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Mexico, the Public Employee Bargaining Act, and local Ordinances. The Union recognizes that except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Village and employees are vested solely in the Village. The Village shall also have the management rights outlined below:

1. The Village shall retain the right in accordance with applicable Federal and State laws, and Village Ordinances:
 - a. to determine the mission of the Village and its departments;
 - b. to schedule work and/or overtime as determined by management;
 - c. to direct employees of the Village and conduct formal and informal evaluation and judgment of an employee’s skill, ability, efficiency, and general performance;
 - d. to develop job descriptions; it is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee;
 - e. to hire, promote, transfer, assign, and retain employees in positions within the Village; and to suspend, demote, discharge, or take other disciplinary action against employees subject to this Agreement for just cause;
 - f. to effect reorganizations of Village Departments; prior to any such reorganization Management will notify the Union President; The Union President may request in writing to negotiate the effect of the reorganization upon working conditions.

- g. to maintain the efficiency of the operations; Incident Command will be governed by Department policy;
- h. to set standards;
- i. to exercise control and discretion over operations;
- j. to determine fitness for duty, *subject to Section 5-4*;
- k. to contract for matters relating to Village operations; and
- l. to take whatever actions may be necessary to carry out the functions and mission of the Village and maintain uninterrupted service to its citizens in situations of emergency.

B. The Village shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations.

C. Items not covered in this agreement will be handled in accordance with the most recent Village Personnel Ordinance, Fire Department Administrative Policies and Procedures, Village Safety Handbook, and/or other Village policies or as these items are amended.

Section 2-3. Union and Employee Rights

A. The parties agree that the Union has the right and duty, as the exclusive representative, to represent the interests of employees in the Firefighter's bargaining unit as certified by the Los Lunas Labor Management Relations Board and amended by the New Mexico Public Employee Labor Relations Board, regardless of membership, so long as that representation does not interfere with the operations of the Department. In exercising those rights, the following provisions shall apply:

- 1. The Union shall not use the Village's or department's mail services for the dissemination of Union literature or correspondence. The Union may use the Village's email in accordance with the Public Employee Bargaining Act (PEBA).
- 2. The Union shall not use Village time, equipment, property, or materials for union business, except for use of a bulletin board or Village facility as provided herein.
 - a. The Union may use a Village facility for union meetings by submitting a written request, on the proper Village form, with the Fire Department Administrative Assistant. Requests are subject to approval of the Village and availability.
 - b. Employees scheduled to work may submit a request to utilize accrued annual leave to attend the union meeting. Such requests must be submitted at least fourteen (14) days in advance of the date of the union meeting. Requests are subject to the approval of the

- Captain or above based on operational needs and may be revoked if an employee on the shift calls off for the shift.
- c. Employees who are on-duty may not attend Union meetings. Employees who attend meetings on paid time will be subject to disciplinary action.
 - d. Union representatives may meet with employees on duty time to discuss grievances, workplace-related complaints, and other matters relating to employment relations.
 - e. Meetings shall not interfere with the operations of the Department.
3. The Union may request approval from the Village Deputy Clerk to post items on the bulletin board at the Village Administration building.
4. The Village will provide the Union President, upon written request, public information as well as non-confidential and readily available information necessary for negotiations in accordance with applicable law. Such requests will be made through the Assistant Chief in charge of personnel. Any costs incurred by the Village in connection with this subsection shall be borne by the Union.

B. Employees have the right to form, join, or assist the union. Employees also have the right not to form, join, or assist the Union. Membership or non-membership in the Union is strictly voluntary and may be terminated by the employee at any time. The parties recognize that the exercise of these rights shall not interfere with the delivery of services.

C. A Union representative may, when the Union is designated in writing by a grievant as his/her representative, attend scheduled grievance meeting and hearings with department representatives. The representative may attend on non-work time. If the meeting is to occur during the representative's normal work hours, the representative may trade shifts or request to utilize accrued leave or leave without pay no later than forty-eight (48) hours in advance of the date of the meeting.

D. Employees and the Union shall be entitled to all the rights and benefits specifically delineated in this agreement. There shall be no implied or inferred rights to the Union or any employees. If this Agreement is silent regarding a particular issue, it shall be considered a retained management right to exercise discretion on such issue.

Section 2-4. Dues Deductions

A. The Village upon receipt of a properly executed voluntary authorization form signed by a bargaining unit employee will deduct from the employee's paycheck the amount of membership dues certified in writing by the President of the Union. The employee or Union President shall hand-deliver the authorization forms to the Payroll Department utilizing the form attached hereto as Appendix A. Such membership dues deductions shall be one (1) amount for all Union members and shall not include any penalties, assessments, political or other contributions, or arrears payments.

B. These dues shall be transmitted monthly to the President of the Union along with a list of the eligible employees in the bargaining unit for whom deductions were made.

C. Employees who desire to have dues deducted or cancelled may do so by submitting appropriate written notice that is signed and dated to the Payroll Department fourteen (14) calendar days prior to the beginning of the pay period for which the action is to be effective.

D. The Union may change the amount of dues deductions twice every year by sending the written request to the Payroll Department no later than May 1st and/or November 1st.

E. It is understood that the Village assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding lists and deductions to the Union. The Union, its membership, and individual members of the bargaining unit agree to hold the Village safe and harmless of any legal action concerning the deduction of the Union dues or failure to deduct Union dues.

Section 2-5. Prohibition of Strikes and Lockouts

A. The Union pledges to maintain unimpaired Fire Fighting and related supported services as directed by the Fire Chief. It shall not cause, condone, counsel, or permit employees, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede, or otherwise impair the normal functions and procedures of the Department.

B. Should any employees of the Bargaining Unit during the term of this Agreement, and until such time that it is expressly and legally rescinded, breach the obligations of Paragraph A, the Fire Chief or his designee shall immediately notify the Union that a prohibited action is in progress. The Union shall forthwith disavow said strike or other prohibited action and shall endeavor in good faith to cause such employees to immediately return to work and/or cease the prohibited activity or, alternatively accept the responsibility for the strike or other prohibited activity.

C. There shall be no lockout by the Village during the term of the Agreement.

Article 3: Grievance/Arbitration/Labor Management Relations

Section 3-1. Grievance Procedure

A. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement. Employees must inform their immediate supervisor of any complaint concerning working conditions to ensure the opportunity to satisfactorily resolve the complaint at the lowest level. If the employee's complaint is not resolved by the immediate supervisor, the employee may file a grievance as defined herein.

B. A grievance is defined as a charge by either party to this Agreement that the other has violated one or more expressed provisions of this Agreement or a disciplinary action of suspension, demotion, or dismissal.

C. As used in this Article, “days” shall mean workdays (Monday through Friday) and shall not include holidays or time when the Village Administrative Offices are closed.

D. A written grievance must contain a statement of the grievance, the name of the employee(s), the supervisor/administrator alleged to have committed the violation, the circumstances and facts upon which it is based, the date of the alleged violation, the specific section of this Agreement allegedly violated, and the specific remedy being sought. Statements such as “to be made whole” shall not constitute sufficient notice of the remedy being sought by the grievant.

E. The term grievance and the procedure relevant thereto shall not be deemed applicable in the following instances:

1. in matters where a method or review is mandated by law or by any rule, regulation, ordinance, or resolution of the Village; and
2. in matters where the Village is without authority to act.

F. Failure to submit a grievance within five (5) days following the discovery of the act, or the condition which gave rise to the grievance, or failure to include information in the grievance as set forth in subsection D. above, will constitute forfeiture of the right to file. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered as closed. When it is mutually agreed by the parties in writing, the time limits expressed herein may be extended. A grievance may be withdrawn at any step of this procedure by the grievant.

G. Should the Village fail to respond to a grievance within the time limits expressed herein, the Union/grievant may appeal to the next level of the grievance procedure within the time limits set forth as if the Village had timely responded.

H. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process his/her grievance as an individual.

I. Grievances shall be presented as outlined below:

Step One – A bargaining unit employee who believes that he/she may have a grievance, shall file a written grievance with the employee’s immediate supervisor along with a copy to the Union President that a potential grievance exists and shall schedule a meeting, during which the parties will attempt to resolve the grievance. The meeting with the supervisor should be held within five (5) days of the filing of the grievance. Within five (5) days of the meeting, the immediate supervisor will provide a written response to the employee. If the matter is not resolved to the satisfaction of the employee, the employee may file a written grievance at Step Two within five (5) days of receipt of the immediate supervisor’s decision.

Step Two – Within five (5) days of receipt of the decision at Step One, the written grievance must be filed with the Fire Chief. At the time of personal service, the employee or Union Representative shall schedule a grievance meeting with the Fire Chief or designee. This meeting should be held within five (5) days following receipt of the grievance, to discuss the grievance, and attempt a resolution. The Fire Chief or designee will provide a written response to the grievance within five (5) days following the meeting to discuss the grievance. If, in the opinion of the employee or the Union Representative a satisfactory settlement is not obtained, the employee or Union Representative may file a written grievance at Step Three within five (5) days of receipt of the Fire Chief's decision.

Step Three - Within five (5) days of the date of the decision of the Fire Chief or designee at Step Two, the written grievance must be filed with the Village Administrator. At the time of personal service, the employee or Union Representative shall schedule a grievance meeting with the Village Administrator or designee. This meeting should be held within five (5) days following receipt of the grievance, to discuss the grievance, and attempt a resolution. The Village Administrator will provide a written response to the grievance within five (5) days following the meeting to discuss the grievance. If, in the opinion of the employee or the Union Representative a satisfactory settlement is not obtained, the employee or Union Representative may file a written request for Arbitration within five (5) days.

Section 3-2 Arbitration

A. This procedure shall be the sole and exclusive method for resolving any and all claims arising from the suspension, demotion, or discharge of an employee or the alleged violation of this agreement by a grievant.

1. Prior to an appeal to binding arbitration the procedure for the settlement of the grievance, Article 3-1, Grievance Procedure, must have been exhausted.
2. The appeal must be received by the Village Administrator within five (5) working days from the date of the Village Administrator's response at Step Three along with its portion of the Federal Mediation and Conciliation Service (FMCS) arbitration form completed and a check for half of the filing amount. Failure to include the completed form and check may be considered as a waiver of the Union's right to arbitration.
3. Within ten (10) workdays from receipt of the appeal to arbitration, the Village will submit the appeal to the Federal Mediation and Conciliation Service (FMCS).

B. An arbitrator shall be selected in the following manner:

1. The Village and the Union will request a list of seven (7) names from the FMCS.
2. The Village and the Union will meet within fifteen (15) workdays from the date of receipt of the list of names from FMCS to select an arbitrator.

3. Each party will strike one (1) name alternately until a single name remains and he or she shall be the Arbitrator. The grievant will strike the first name.

C. The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall consider the facts of the grievance in arbitration and following the hearing shall prepare and submit to the parties, in writing, a report and decision within thirty (30) calendar days after the conclusion of the hearing or submission of briefs, whichever is later. Arbitration shall be conducted according to the rules established by the FMCS.

D. The cost of services of the Arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives.

E. The Arbitrator shall have the authority to determine if there was just cause for any disciplinary action. However, in no case shall he/she have the power to add to, nor subtract from, or modify this agreement, nor shall he/she substitute his/her discretion for that of the employer where such discretion has been retained by the employer, nor shall he/she exercise any responsibility or function of the employer. The Arbitrator shall expressly confine himself to the precise issues submitted to him and shall have no authority to consider any other issue not so submitted to him.

F. The Arbitrator's award in disciplinary cases is limited to back pay and/or reinstatement, or reinstatement to a similar position at the parties' discretion if irreconcilable personality conflicts exist. The award shall be limited to the amount of wages and benefits the employee otherwise would have earned subject to discount based on any earnings or compensation received by the grievant including, but not limited to, unemployment insurance benefits. The employee has an obligation to mitigate his/her damages. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs.

G. The Arbitration Award shall be considered an award issued under the provisions of the State's Uniform Arbitration Act.

Section 3-3. Labor Management Relations

In the interest of improved labor-management relations, Management will continue to practice an open-door policy encouraging open communication between the parties. The Union President shall utilize the department chain of command to voice any concerns or suggestions regarding working conditions, department productivity, and the purchase and/or configuration of department equipment/apparatus. Concerns or suggestions regarding department productivity shall be submitted to the Fire Chief in writing. The Fire Chief or designee will inform the Union President in writing of any anticipated purchases of fire apparatus vehicles and specialty equipment. The Union President may provide written input to the Fire Chief or designee on the purchase within the time frame provided in the initial notice from the Fire Chief or designee. If time permits prior to the purchase as determined by the Fire Chief, the Union President may request in writing to hold a meeting with the Fire Chief and his designated representative(s) and the Union designated

representative(s). Each party will be allowed up to a maximum of four (4) representatives to attend the meeting.

ARTICLE 4: WAGES

Section 4-1. Wages

A. For fiscal year 2025, effective the first full pay period in July, the first full pay period following ratification and signature of this Agreement, or the first full pay period following resolution of impasse, whichever is later, bargaining unit employees will receive a five percent (5%) increase to the employee's regular hourly rate of pay. In addition, bargaining unit employees eligible for advancement of a step on the Village's approved pay plan, will advance one (1) step.

B. Employees whose schedules are temporarily adjusted by the Fire Chief to an eight (8) hour day or forty (40) hour week in order to attend mandatory training will have their hourly rate adjusted based on the annual salary divided by 2080 hours for the hours spent in such training.

C. Bargaining unit employees will be placed and will advance on the longevity plan according to the employees' length of continuous service with the Village of Los Lunas Fire Department as of the start of the fiscal year. Bargaining unit employees will advance on the longevity plan if they have reached ninety percent (90%) of the required service time of the tier at the start of the fiscal year. Annual longevity will be divided and paid per pay period.

| Length of continuous service | Annual Longevity |
|------------------------------|------------------|
| 60 – 119 months | \$2000.00 |
| 120 – 179 months | \$3000.00 |
| 180 – 239 months | \$4000.00 |
| 240+ months | \$5000.00 |

Section 4-2. Overtime

A. Overtime pay at one and one half (1 ½) the employee's regular hourly rate of pay, will be paid for all hours actually worked over two hundred twelve (212) hours in a twenty-eight (28) day cycle. Overtime compensation shall not be paid twice for the same hours worked.

B. The parties will work together to develop a call-back program.

Section 4-3. Leaves

The Village's policies on leave will apply to bargaining unit employees. Bargaining unit employees may be granted twenty-four (24) hours of bereavement leave. Bargaining unit employees may be granted up to one hundred twenty (120) hours of paid military leave.

An employee may not use any accrued leave after submitting notice of intent to resign, unless sick leave is supported by medical evidence deemed satisfactory to the Chief and Human Resources.

Section 4-4. Call Back Pay

Employees who are off duty and are called back to duty shall be paid for all hours actually worked and guaranteed a minimum of one (1) hour.

Article 5. Working Conditions

Section 5-1. Shift Trades

Two (2) employees may be granted the opportunity to exchange shifts/hours. Shifts/hours exchanges must be completed in the same pay period and shall not qualify employees for any overtime payment. All shifts/hours exchanges shall be subject to the approval of the Fire Chief or designee and shall be in conformance with regulations issued by the Village.

Section 5-2. Filling of Vacancies

The Village has the right and obligation to determine the method, means, and personnel for the filling of bargaining unit positions declared vacant by the Village. The Fire Chief will endeavor to expeditiously fill vacancies in regular positions that are duly authorized to be filled within limitations imposed by administrative and operational factors. Vacancy postings and application process will be handled in accordance with Village Ordinance.

Section 5-3. Personnel Reduction

A. Reduction-in-force (RIF). If it is necessary for the Village to reduce the number of Village employees because of reorganization, lack of funds or lack of work, the Village will notify the Union and affected bargaining unit employees in writing a minimum of twenty (20) calendar days prior to the implementation of the RIF. The Union may request in writing to meet with Village management representatives to discuss possible alternatives to the RIF provided that such request is made no later than five (5) days following receipt by the Union of the Village's intent to RIF.

B. The reduction shall occur in the following manner:

1. Temporary, casual, limited-term, and probationary employees shall be laid off before full- or part-time classified employees unless they are filling positions which require specific skills and knowledge as determined by the Village Administrator.
2. The Fire Chief will determine employees to be RIFed based on the employee's suitability for the jobs remaining and ability to perform available work. If all other criteria are equal, length of service with the Village shall be considered as determined by the Village Administrator. The Fire Chief will provide written reasoning to the Union President at the

same time as notification in A. above, for the employees selected to be RIFed.

3. Accrued annual leave shall be paid through the final day of employment.
4. All employees laid off in good standing shall be eligible for rehire.
5. A laid-off employee returning to Village employment within six months of the date of lay-off shall not serve a probationary period, if hired to the former position.
6. A laid-off employee, if rehired, within six months of the lay-off shall retain the original date of hire for the purposes of computing sick and annual leave.

C. Laid off employees will be recalled in reverse order of layoff and will remain eligible for recall for six months. Laid off employees will provide the Village with a current contact name, phone number, and address. The employee shall be responsible for maintaining a current address with the Village Administrator. Any laid off employee who fails to inform the Village of current contact information will be removed from the recall list.

D. Prior to the Village filling vacant positions through a new promotional process, all personnel who voluntarily demoted to a lower rank as a result of the RIF will be advanced to the next available vacant position held prior to the voluntary demotion.

Section 5-4. Fitness for Duty

Fire Department management and the current Union President may jointly develop a Fitness for Duty Examination, including, but not limited to, determination of objectives, scoring criteria, plan of action, and time and place for the examination. Bargaining unit employees are encouraged to participate in an annual Fitness for Duty examination. Bargaining unit members will be granted an amount per fiscal year to be used at approved fitness facilities as determined by Village Policy, unless such amount is decreased, then such amount will remain the same as the previous fiscal year. Funds will be distributed once the allotted total has been accumulated, regardless of the time within the fiscal year.

Section 5-5. Shopping Events

On duty participation shall be granted for any Los Lunas Fire Department function authorized by Chief, 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.

Section 5-6. Disciplinary Action

A. Disciplinary actions will be based on just cause. Disciplinary actions shall be consistent with governing laws and regulations and shall be taken without regard to race, age, religion, color, national origin, sex, sexual orientation, physical or mental disability, serious

medical condition, or union membership or non-membership. No employee shall be disciplined for refusing to perform an unlawful act.

B. Any supervisor may take disciplinary action against an employee pursuant to the supervisor's authority and consistent with departmental policies. Copies of any documented disciplinary action shall be placed in the employee's personnel file with the signature of the employee acknowledging receipt of the action, or a notation that the employee refused to sign the document. Disciplinary actions shall remain in the employee's official personnel file and shall not be removed except by order of a Court of competent jurisdiction or an Arbitrator, pursuant to the arbitration procedure contained in this agreement.

C. Employees are subject to this agreement and any administrative or departmental regulations and may be disciplined for just cause. Cause for disciplinary actions includes, but is not limited to, the following:

1. Unsatisfactory work performance.
2. Misconduct on the job; conduct or language toward the public or toward employees which discredits the public service.
3. Negligence in the performance of duty, including negligence in the operation of Village vehicles or equipment or failure to adhere to safety rules and procedures.
4. Incompetence or inefficiency; failure to perform job duties adequately.
5. Insubordination; failure to comply with the lawful orders of a supervisor, including refusal to work overtime.
6. Unauthorized absence from work, including tardiness.
7. Consumption, possession, or distribution of alcohol or drugs on the job, or reporting to work under the influence of alcohol or drugs.
8. Acceptance of money, gifts, privileges, or other valuable consideration which was given with the expectation of influencing the employee in the performance of employee's duties.
9. Use of official position or authority for personal profit or advantage.
10. Misuse, theft, or destruction of Village property.
11. Unauthorized disclosure of confidential information from Village records or documents, as set forth by applicable state laws; falsification, destruction, or unauthorized use of Village records, reports, or other data belonging to the Village including an employee's employment application, or any other document used in the employment process.

12. Unauthorized or fraudulent manipulation of time records or other Village records.
13. For causes as defined in the Criminal Offender Employment Act, NMSA 1978, §28-2-1, et seq.
14. Violation of Village or departmental rules or policies or a professional code of ethics accepted by those in the same profession as the employee; conduct unbecoming a firefighter.
15. Non-cooperation by an employee with fellow employees or other personal conduct which substantially interferes with the performance of an employee's own or another employee's work; failure to cooperate in an investigation.
16. Misuse of sick leave; the claim of sickness under false or misleading pretenses.
17. Distribution of literature, vending, soliciting, or collecting contributions on Village time and in public areas or cooperation with parties doing such without prior authorization of the Village Administrator.
18. Violation of any federal or state law pertaining to employment, including all civil rights statutes.
19. Failure to adhere to the established work schedule; failure to obtain authorization for overtime prior to overtime worked.
20. Failure to meet or maintain established job qualifications, as set forth in the job description, including maintaining a valid driver's license.
21. Other acts or omissions that adversely affect the welfare of citizens, other employees, or the effective operation of the Village.
22. Unauthorized possession of a weapon on the job site.
23. Fighting and/or disruptive behavior in the workplace.

These examples are in no way intended to provide an exhaustive listing of the reasons for which an employee may be disciplined.

D. Prior to implementing disciplinary action, an employee will be provided written charges against the employee and notice of a predetermination meeting either by delivery of the notice to the employee in person or by placing the notice of predetermination meeting in the United States mail, first class postage paid, in an envelope addressed to the employee at the employee's last known home address. It shall be the responsibility of the employee to inform the Village in writing of any change in such address. The purpose of the predetermination meeting is to provide the employee an opportunity to respond to the charges and is not an evidentiary hearing. The employee may be accompanied by a Union Representative to the predetermination meeting who

will act as an observer only. If the Union Representative is unavailable, the employee may request in writing to reschedule the predetermination meeting. The unavailability of a Union Representative will not delay the predetermination meeting more than twenty-four (24) hours. Following the predetermination meeting, the employee will be given written notice of any disciplinary action imposed.

E. Off-duty conduct may be cause for discipline if it diminishes the integrity of the Fire Department as determined by the Chief. Employees are directed to immediately inform the Chief of any off-duty conduct that involves an arrest of the employee or other conduct that may diminish the integrity of the Department.

F. An employee shall be progressively disciplined when appropriate, as determined by the Village. Each case of disciplinary action shall be judged individually. Supervisors are encouraged to discuss concerns with employees in order to coach employees on unacceptable behavior. However, the step of corrective action used will depend on the severity of the infraction and the employee's previous work/disciplinary record. Under certain circumstances, suspension without pay, demotion, or dismissal may be the appropriate initial disciplinary action. Such performance or conduct includes but is not limited to dishonesty, theft, misappropriation of Village property, fighting on the job, making verbal or physical threats, acts or conduct which could endanger themselves or others, insubordination, or other serious misconduct of a nature which requires removing the employee from the premises.

G. Disciplinary actions include written reprimands, suspensions, demotions, and dismissal. An oral reprimand is not considered discipline although an oral reprimand may be used to demonstrate that an employee had knowledge of his actions which could subsequently lead to discipline. An employee may attach a written response to any disciplinary action documented in the employee's personnel file. Only suspensions, demotions, and dismissals may be grieved pursuant to the Grievance Procedure contained in this Agreement.

Section 5-7. Shift Work

A. All bargaining unit employees will work either a twenty-four hour (24) shift on, forty-eight (48) hours off or forty-eight (48) hour shift on, ninety-six (96) hours off as determined by the Chief.

B. Employees may revert to a forty (40) hour work schedule approved by the Fire Chief for training.

Section 5-8. Temporary Upgrades

Employees may be upgraded to assume the duties and responsibilities of Shift Officer as determined by the Fire Chief. Employees chosen to serve as upgrade Shift Officer will receive \$260.00 annually, to be paid at a pro-rated amount per pay period and must successfully complete annual re-test/certification. An employee receiving the Shift Officer upgrade stipend cannot refuse an upgrade. This provision does not prevent the Fire Chief from designating a person in charge when the temporary upgrade Shift Officer is unavailable.

Section 5-9. Modified Duty

Modified Duty refers to duty other than normal duties due to injury or illness and may result in a change in the employee's regular schedule. Upon release from a physician, employees may be offered a temporary modified duty assignment within the Village, if available, not to exceed three (3) months.

Section 5-10. Separation Notice

Bargaining unit employees seeking to retire shall submit notice to the Chief and Human Resources no later than sixty (60) days before separation. Bargaining unit employees seeking to resign shall submit notice to the Chief and Human Resources no later than thirty (30) days before separation. The Village retains the right to accept a letter of resignation effective immediately or at any time within the thirty (30) day notice period.

Section 5-11. Promotional Procedures and Policies

A. The Village, Fire Administration, and the Union agree to meet on an as needed basis to discuss and develop a promotional process and to recommend the process to Human Resources and the Village Administrator.

B. One Union representative will be granted leave without pay for the purpose of attending such meeting.

Article 6. Benefits

Section 6-1. Benefits

Bargaining unit employees will be eligible for the same benefits as offered to other Village employees at the current percentages applicable to premium payments.

Section 6-2. Holidays

Bargaining unit employees will be eligible for holiday pay in accordance with Village policy; however, the actual holiday date will apply rather than an alternate recognized holiday date.

Section 6-3. Uniforms

Bargaining unit employees will be given an allowance up to \$1000.00 annually for uniforms. Employees may choose from a management-approved list of items. Bargaining unit employees shall submit their orders and sizes to the Village's approved vendor no later than August 1 and February 1. The parties recognize orders are subject to the Village and State's procurement process. Bargaining unit employees are subject to uniform inspections and must maintain their uniforms in professional appearance. Failure to do so, may result in disciplinary action.

Section 6-4. Worker's Compensation

The Village and Union agree to maintain the current Worker's Compensation per Village of Los Lunas Ordinance 10.9.

Section 6-5. Funeral and Burial Expense

The Village agrees to defray funeral and burial expenses of any firefighter who dies in the line of duty up to a maximum of ten thousand dollars (\$10,000).

ARTICLE 7: Miscellaneous

Section 7-1. Drug and Alcohol Policy

It is the policy of the Village of Los Lunas to provide a work environment that is free from the use, possession, sale, or distribution of illegal drugs and from the misuse of alcohol and legal drugs by Village employees. Accordingly, the Village requires that employees will be subject to testing to determine the presence of unacceptable levels of illegal drugs, alcohol, or inappropriately used legal drugs within their bodies while performing the Village's business. Therefore, this policy is to assure that only safe and alert employees are permitted on/in the Village premises, or the Village job site locations and at any time while operating Village vehicles or using Village equipment. This policy establishes guidelines for consistent handling of alcohol and drug usage situations throughout the Village of Los Lunas.

A. Prohibited Behavior:

1. Use of illegal drugs;
2. Abuse of legal drugs or alcohol;
3. Use of alcohol or illegal drugs on Village time or property, to include scheduled or unscheduled break periods, meal times, and at all other times when the employee is considered "at work" for the Village;
4. Sale, purchase, transfer, use, or possession of illegal drugs or drugs obtained illegally;
5. Transport of alcoholic beverages in Village vehicles during Village time, break periods, or meal times;
6. Arrival for work under the influence of drugs or alcohol.

B. Implementation

The Administrator shall adopt procedures required by all applicable federal and state mandates to ensure the effective implementation of this policy. In addition to setting out the procedures for pre-employment testing and the random drug and alcohol testing of bargaining unit employees, the procedures shall provide for reasonable suspicion testing for drugs and alcohol for all Village employees.

C. Employee Assistance Plan (EAP)

The Village Administrator or his designee shall establish and communicate the availability of an employee assistance program for all Village employees. An employee's self-referral to the Employee Assistance Program shall not preclude pending or imminent disciplinary action. An employee who self refers will be required to successfully participate and complete a treatment program and periodic testing program at the direction of the EAP counselor as a condition of continued employment. The Village Administrator or his designee shall for the benefit of all employees identify avenues for obtaining drug treatment and rehabilitation, outline available drug abuse counseling and educational programs, and describe any drug abuse rehabilitation benefits available through the Village's group health plan. Normal Village benefits, such as sick leave and the group medical plan, are available to aid in the rehabilitation process. If the available assistance fails or is obviously inappropriate given the nature of the drug use and the employee's position, the penalty for drug use or alcohol abuse may be termination of employment.

Section 7-2. Training, Education, Licensure, and Certification

Payment for training, education, licensure, and certification will depend upon sufficient appropriation and determination of the Fire Chief.

Section 7-3. Printing of Agreement

The Village and Union will sign off on two master copies of the labor agreement. Each party will keep a master contract from which copies can be printed and distributed as each party sees fit. The Village shall make a copy of the contract available on the Village's web site.

Section 7-4. Outside Employment/Volunteer Work

- A. Bargaining unit employees should consider their employment with the Village as their primary employment. Safety of the Village's employees and citizens is of the utmost importance. Therefore, due to the strenuous nature of the job and potential conflict of interest, bargaining unit employees should not seek or accept employment in any other Fire Department or Fire Service, whether private or public.
- B. Employees will not perform any work related to outside employment or volunteer work, while on duty with the Village, including but not limited to, receiving or making telephone calls, sending or drafting correspondence, or responding to calls. A bargaining unit employee who performs work related to outside employment or volunteer work during work time with the Village has provided just cause for immediate termination.

- C. Bargaining unit employees desiring to obtain outside employment or volunteer for a rescue service shall submit a written statement to the Chief explaining the nature of the position, the name of the employer, and number and schedule of hours the employee will work. The employee must annually resubmit the statement of outside employment/volunteer work and must submit an update at any time the nature of the job changes, including but not limited to, a change in the number of hours worked. Outside employment/volunteer work may not be on the same days of work as the Village. An employee who fails to comply with this subsection has provided just cause for disciplinary action, including termination from employment.
- D. No bargaining unit employee will engage in outside employment or volunteer work with an ambulance service within twelve (12) hours of the commencement of his/her shift with the Village Fire Department.

Section 7-5. Savings Clause and Conflicts

If any portion of this Agreement is determined by a final order of an administrative agency or court with competent jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. The parties recognize the requirement to comply with all federal, state, and local laws. Where this Agreement conflicts with such laws, the law will prevail.

Section 7-6. Term of Agreement

This Agreement will become effective upon ratification by the bargaining unit and Village Commission and signature by the Union President and Village Administrator. This Agreement will remain in full force and effect until June 30, 2025. For the second and third year of this Agreement (2023 and 2024), either party may request the negotiation of Article 4-1, Wages and two (2) other items identified by each party, by filing written notice with the other party no earlier than January 15th, and no later than February 15th. Either party may request the negotiation of a successor agreement by filing a written request with the other party earlier than January 15, 2025, and no later than February 15, 2025. Should neither party timely request to open negotiations for a successor agreement, the expiration date of this Agreement will be extended for one year and either party may request negotiations within the same time period set forth herein.

IN WITNESS WHEREOF, the parties have set their hands this ____ day of _____, 2024.

Los Lunas Fire Fighters Association, Local 4297 I.A.F.F.

Andrew Valdez, President

Village of Los Lunas

Gregory Martin, Village Administrator