

STATE OF NEW MEXICO
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

In re:

RATON FIREFIGHTERS ASSOCIATION,
IAFF LOCAL 2378,

Petitioner,

v.

PELRB No. 302-11

CITY OF RATON,

Respondent,

ORDER

THIS MATTER comes before the Public Employee Labor Relations Board for review and approval of the Executive Directors Recommended Approval of the Parties' Settlement Agreement pursuant to NMAC 11.21.3.15(D). On a 3-0 roll call vote at the Board's June 11, 2013 meeting;

IT IS HEREBY ORDERED:

That the Executive Directors Recommended Approval of the Parties' Settlement Agreement following remand shall be, and hereby is, adopted by the Board as its own decision and Order and the case file closed.

Date: 6-20-13



Duff Westbrook, Chairman
Public Employee Labor Relations Board

SETTLEMENT AGREEMENT



WHEREAS, on or about April 13, 2011 Complainant Raton Firefighters Association, IAFF Local 2378 (“Union”) filed a prohibited practices complaint with the New Mexico Public Employee Labor Relations Board (“PELRB”) against the Respondent City of Raton, New Mexico (“City”), Case No. 118-11 (“PPC”), alleging among other claims that the City’s local labor-management relations ordinance (“Personnel Policy §33.28”) violated the Public Employee Bargaining Act, NMSA 1978, §§ 10-7E-1 *et seq.* (“PEBA”); and

WHEREAS, on or about April 13, 2011 Petitioner Union filed a Petition for Accretion, Clarification, Election, and/or Certification with the PELRB against Respondent City, Case No. 302-11 (“Petition”), seeking to add a number of positions to its current bargaining unit; and

WHEREAS, as to the PPC the City has denied any violations of PEBA, and as to the Petition the City has denied that the Union is entitled to add the petitioned-for positions to its existing bargaining unit; and

WHEREAS, the parties and their counsel, after having participated in settlement discussions, have determined that the interests of all concerned are best served by the resolution of the allegations in the PPC that Personnel Policy §33.28 violates PEBA, and have concluded that the terms of this Settlement Agreement are fair, reasonable and adequate;

Therefore, it is hereby STIPULATED AND AGREED by the parties and their counsel to fully and finally resolve this case in the manner set forth as follows:

1. The City will revise and amend Personnel Policy §33.28 to add a section that mirrors the PELRB’s Model Ordinance provisions relating to a local “labor-management relations board” and revise all references in §33.28 from Personnel Board to Labor Management Relations Board.

2. The City will revise and amend Personnel Policy §33.28(B)(4)(d) to include the phrase “for purposes of this Section, a supervisor is one who” and include the definition contained in the PELRB’s Model Ordinance provisions of “supervisor.”
3. For purposes of the Union’s Petition, the City will not raise the claim that Fire Department employees, including captains, lieutenants, medical operations officers, or firefighter/paramedics, are “professional employees” excluded from bargaining under Personnel Policy §33.28.
4. The Union will withdraw its PPC, PELRB No. 118-11, and any claim alleging that Personnel Policy §33.28 violates PEBA.
5. In relation to the revisions and amendments the City has agreed to make to Personnel Policy §33.28 as described herein, the Union agrees to not assert any claims that those revisions and amendments subject the Personnel Policy §33.28 to the “substantial change” provision contained in PEBA, Section 10-7E-26(A).
6. In relation to the Petition and the determination regarding eligibility for inclusion in the bargaining unit, the parties agree to stay the processing of these cases before the PELRB until such time as they can be transferred to the City’s local labor-management relations board for further processing once the local board has been created and is functional.
7. It is understood and agreed to by the parties that this settlement is a compromise of disputed claims and the agreements herein are not to be construed as an admission of liability.
8. Each party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with these actions.
9. The undersigned parties and counsel agree to undertake their best efforts, including all

steps and efforts contemplated by this Settlement Agreement, and any other steps and efforts that may become necessary by order or otherwise, to effectuate this settlement.

10. This is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous oral and written agreements and discussions.

Agreed to and approved:

RATON FIREFIGHTERS ASSOCIATION, IAFF LOCAL 2378



Signature

Ivan Rudyk

Printed Name

Representative

Title

02-08-13

Date

CITY OF RATON, NEW MEXICO



Signature

Peter D Kampfer

Printed Name

City Manager

Title

2-8-13

Date