

Agreement / Contract  
No. 3911-22  
City of Las Vegas  
Date

**IAFF**  
**International Association of Fire Fighters**  
**THE LAS VEGAS, NEW MEXICO PROFESSIONAL**  
**FIRE FIGHTERS ASSOCIATION**

**IAFF Local 4625**



**and**  
**The City of Las Vegas**



**September 21, 2022 through December 31, 2023**

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**PREAMBLE**

This Agreement is entered into by and between the City of Las Vegas, New Mexico, hereinafter referred to as the "Employer", and the Las Vegas New Mexico Firefighters Association, Local #4625, International Association of Fire Fighters, hereinafter referred to as the "Union". For the purposes of this Agreement, "employee" shall mean any City Fire Department employee covered by this Agreement pursuant to Article 1, herein.

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

**ARTICLE 1 RECOGNITION**

The employer recognizes the Union as the sole and exclusive representative in all matters concerning wages, hours and other terms and conditions of employment for all employees in the bargaining unit in the position of Firefighter and Engineer.

The bargaining unit is established per the City of Las Vegas Labor Management Relations Board in accordance with the Public Employee Bargaining Act NMSA Chapter 10 Article 7E.

**ARTICLE 2 DISCRIMINATION**

The parties to this Agreement agree not to discriminate against any employee because of race, color, religion, sex, national origin, marital status, membership or non-membership in the union, age, sexual orientations, disability, veteran status, or any other group protected by local, state or federal law. There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for lawful activity on behalf of, or membership in the Union on non-work time and unpaid status.

**ARTICLE 3 COMMUNICATION**

- A. In the interest of creating and maintaining positive, productive, open and honest, communication between labor and management, the parties agree to establish a process for the exchange of information.
- B. Should the Employer determine that it is necessary to change, modify or replace existing departmental rules, regulations, policies or procedures affecting bargaining unit members, the Chief or their designee shall advise the Union President and provide them with a copy of the proposed changes. Within ten (10) business days, the Union President will advise the Fire Chief if the Union wishes to meet and discuss the proposed changes.
- C. Formulation of a new Fire Chief's Directives, Department SOPs/SOGs, Job Specifications or other department rules and regulations shall be a mandatory topic of discussion of the City Safety Committee.
- D. The Employer will provide each member of the bargaining unit a copy of the current Las Vegas Fire Department Handbook. Management will provide any changes or updates of

material contained in the Fire Department Handbook to each employee. It is the responsibility of each employee to keep his or her own handbook up to date when provided with changes or updates. Changes shall be made no later than June 1st for the upcoming fiscal year. No other changes will be allowed after that date.

#### **ARTICLE 4 PAYROLL DUES DEDUCTIONS**

Union Dues in the amount certified by the Union Treasurer will be deducted by the employer from the bargaining unit member's paycheck and deposited in to the bank account specified by the Union in writing. Initial payroll deductions will be stipulated in writing by each individual member. Any changes in dues deductions will be certified in writing by the Union Treasurer. A copy of the Union's By-Laws and signature cards from the members will be made available upon request. Changes shall be made once each fiscal year by written notification to the City's Human Resource Office no later than June 1st for the upcoming fiscal year. No other changes will be allowed after that date.

#### **ARTICLE 5 BULLETIN BOARDS**

The Employer shall provide bulletin board space at each fire station where bargaining unit members are staffed for the exclusive use of the Union. The bargaining unit members will provide the board and agree to post only appropriate professional material on the bulletin board. Any posting of inappropriate material or nature will result in the loss of the privilege to post on the board.

#### **ARTICLE 6 MANAGEMENT RIGHTS**

The Employer's rights shall include, but are not limited to the following:

- A. To direct and supervise all operations, functions and the work of employees;
- B. To determine the details of accomplishing shift staffing requirements, to create, abolish or eliminate or reorganize work units;
- C. To determine the need for, and the qualifications of, new employees, and to determine the qualifications for employees considered for transfer and promotions;
- D. To determine the nature and content of personnel examinations;
- E. To hire, promote, assign, transfer, discipline, demote, suspend, discharge or terminate employees;
- F. To take actions as may be necessary to carry out the mission of the employer in emergencies.
- G. The Employer retains the rights and responsibilities not specifically limited by this agreement or the Public Employees Bargaining Act.

**ARTICLE 7            UNION RIGHTS**

- A. The Union has the right to elect and/or to appoint its own executive officers, stewards, and trustees. Union President must provide a list of appointees by July 1st of each year and within five (5) days of any changes along with their contract information and scope of authority and that only the people on the list will be recognized as union officers, stewards and trustees.
- B. Employees may be granted vacation leave or leave-without-pay for Union business, with five (5) days notice.
- C. The Employer shall allow the Union President, other Union Officers, or union members designated by the President to attend, on paid status, meetings in which the employer requests the assistance of the union president.
- D. The Fire Department training/meeting rooms will be made available with proper notice for Union monthly membership meetings, Executive Board meetings, and special meetings. Employees who are on-shift will be permitted to attend such meetings provided that departmental operations are not impacted. Such meetings will be scheduled at times that will not hinder normal operations. The person or persons on duty during such meetings will respond to all emergency calls immediately upon dispatch.

**ARTICLE 8            JURY DUTY**

The City's current policy on Jury Leave shall apply to all bargaining unit members

**ARTICLE 9            VACATION LEAVE**

Bargaining Unit employees will accrue vacation leave in accordance with City Policy.

**ARTICLE 10            FAMILY AND MEDICAL LEAVE**

The City's policy regarding Family and Medical Leave Act in accordance with Federal Law shall apply to bargaining unit members.

**ARTICLE 11            LEAVE TO VOTE**

- A. Bargaining Unit employees will be granted leave to vote in accordance with State and Federal Law.
- B. The Fire Chief shall schedule leave to vote and may require bargaining unit members to show proof of voter registration.
- C. Employees released from work to vote shall proceed directly to their precinct polling station to vote, and shall return to their duty station immediately after casting the ballot.

**ARTICLE 12            SENIORITY**

- A. Seniority for the purpose of this contract shall be defined as length of continuous unbroken service within the fire department commencing upon the employee's date of hire. Continuous unbroken service shall not be considered to have been interrupted by periods of approved leave-without-pay or an approved temporary leave of absence.

- B. Time-in-position seniority is defined as the length of continuous service an employee has in their current classification/job position. The employee's date of promotion begins as the date of employment in the current classification/job position. Voluntary reassignment, voluntary transfer, voluntary promotion or termination breaks time-in-position seniority.
- C. Whenever two people have the same date of hire, then the tie will be broken by the use of lottery numbers, the lowest number becoming the most senior employee.

**ARTICLE 13            INSURANCES**

Bargaining unit employees will be eligible for the same insurance benefits as offered to other City employees at the current percentages applicable to premium payments. Those premiums currently are:

Health Insurance:	Employer pays 75% Employee pays 25%
Dental Insurance:	Employer pays 50% Employee pays 50%
Life Insurance:	Employer pays 100%
Disability Insurance:	Employee pays 100%
Vision Insurance:	Employer pays 50% Employee pays 50%

**ARTICLE 14            LICENSURE**

The City of Las Vegas will continue to offer refresher training, however, it shall remain the responsibility of bargaining unit employees to maintain EMT licensure in accordance with the position requirements and law at a level of EMT-B or higher. The City of Las Vegas shall pay for all assigned refreshers (one (1) per year) and may make available additional continuing education hours for re-licensure.

**ARTICLE 15            UNIFORMS**

- A. Uniforms will be replaced as determined by the Fire Chief.
- B. Bargaining unit employees shall be responsible for maintenance, upkeep, and appearance of their uniforms. Uniforms are subject to inspection by the Fire Chief.

**ARTICLE 16            UNIFORM ALLOWANCE**

Uniform allowance of \$400.00 annually, paid in two installments of \$200.00. Bargaining Unit employees will receive one payment of \$200.00 in July and one payment of \$200.00 in January of each fiscal year. Employees shall net \$200.00 per payment. Uniform Allowance payments will be itemized on employees' pay checks.

**ARTICLE 17            PHYSICAL FITNESS**

- A. The firefighting profession requires each member to maintain a high degree of physical fitness for the safety of the individual and the citizens they serve. It is agreed that all personnel will participate in the wellness program in order to improve on personal fitness and maintain efficient job performance.

- B. Firefighters shall be allowed up to two (2) hours daily to maintain physical conditioning at the Abe Montoya Recreation Center or Station Two (2) fitness area. These two hours shall include the changing of uniforms and personal hygiene/grooming. Firefighters shall also be permitted to utilize the Recreation Center on non-duty days at no cost to the employee. All equipment related to physical fitness at the Recreation Center and Station Two (2) fitness area may be utilized; with the understanding that any and all safety features of each machine must be in place and functioning. When free weights are utilized on-duty, a spotter must be in place and weight shall not exceed 225 pounds. Upon receiving any emergency call, firefighters shall respond from either location in appropriate attire and PPE.
- C. The City will commit to creating a Physical Fitness Policy ran by the appointed Wellness Coordinator within the Fire Department. The Union will also work in good faith with the Wellness Coordinator to follow the guidelines set forth in the aforementioned Physical Fitness Policy.
- D. All personnel must wear a presentable LVFD t-shirt while working out on duty. This will ensure professional representation of the department and also identify each firefighter on duty.

#### **ARTICLE 17.1 FATIGUE RISK MANAGEMENT**

The City of Las Vegas Fire Department recognizes the importance of Evidence-Based Guidelines for Fatigue Risk Management in the fire service, and agrees the physical and mental health of department personnel is a priority. The Department shall work with IAFF Local 4625 leadership to establish and develop departmental policy specifically for the Fatigue Risk Management Program for personnel. This policy shall be developed based upon recommended practices from scientific studies performed specifically for Fire and EMS including but not limited to sources such as: National Fire Prevention Association, National Fire Academy, and National Library of Medicine.

This policy shall include sections including:

- A. Measuring Fatigue such as: Unit Hour Utilization (UHU), Fatigue/Sleepiness survey instruments, or other scientifically accepted methods.
- B. Identifying Factors or Watch-Out Conditions leading to Fatigue in the Workplace.
- C. Define Sign/Symptoms of Fatigue
- D. Present Fatigue Prevention Actions
- E. Methods for Dealing with Fatigue

The initial policy shall have a completion date of October 1, 2022.

**ARTICLE 18            LABOR MANAGEMENT COMMITTEE**

- A.    If during the term of this agreement the parties agree there is a need for a Labor Management Committee such a committee shall be formed as follows:
  - 1.    The committee shall meet at least once per quarter at mutually agreed upon times and places.
  - 2.    The Association and the Employer shall each appoint two members unless otherwise agreed.
  - 3.    The Committee shall be free to address any topic of mutual concerns to the parties.
  - 4.    It is understood and agreed that the outcome of the meetings shall not be considered as constituting a binding agreement of the parties unless specifically so stated in writing.
  - 5.    This committee is not empowered to negotiate or change the collective bargaining agreement.
  
- B.    The Fire Chief or his designee, and a President of the Association may meet as needed at mutually agreed upon times and places to discuss possible conflicts or problems that may arise and try to resolve them at the lowest possible level. By mutual agreement items may be referred to the Labor Management Relations Committee should such a committee be formed.

**ARTICLE 19            CITY SAFETY COMMITTEE**

- A.    The purpose of the Safety Committee is to review policies and recommend modifications as necessary to the City Manager. The committee shall meet bi-annually or as required by management.
  
- B.    In accordance with the City's Safety and Health Policy, the Safety Committee shall include two bargaining union members.
  
- C.    The IAFF President shall make his/her appointments of the two bargaining members for the Safety Committee.
  
- D.    Union members may attend safety meetings on paid status.

**ARTICLE 20            DISCIPLINARY ACTION**

- A.    Employees may be disciplined for just cause. A progressive discipline process shall be utilized, if appropriate. The level of discipline shall depend on the seriousness of the infraction, and the employee's previous work/discipline record. Based on the severity of the action, an employee may be subject to discipline up to and including termination.
  
- B.    Types of discipline
  - a.    Letter of Reprimand
  - b.    Suspension from work without pay
  - c.    Demotions
  - d.    Dismissal/Discharge for cause



- C. An employee against whom disciplinary action is contemplated will be provided with written charges and afforded the opportunity to respond to the charges in writing within three (3) days of receipt of such notice. An employee may also request a pre-disciplinary meeting with the Chief or designee, within the three (3) day period, for any disciplinary action involving suspension, demotion, or termination. The pre-disciplinary meeting will provide the employee an opportunity to present information regarding the situation which gave rise to the contemplated disciplinary action. Following the pre-disciplinary meeting, the Chief or designee will inform the employee whether he will forward a recommendation of suspension, demotion, or termination to the City Manager. Written charges will be presented to the employee once management believes it has sufficient information to proceed with charges against the employee.
- D. Should the Chief forward a recommendation for suspension, demotion, or termination to the City Manager, an employee shall have the right to a pre-disciplinary meeting with the City Manager. The meeting will afford the parties an opportunity to discuss the contemplated disciplinary action and provide the employee an opportunity to provide information regarding the situation which gave rise to the contemplated action. The City Manager shall provide the employee with a written decision within fourteen (14) calendar days following the pre-disciplinary meeting.
- E. No pre-disciplinary meetings shall be required prior to the issuance of a written reprimand.
- F. Disciplinary action as defined in B. above may be appealed by the affected employee through the grievance and appeal process as provided in the Agreement under Article 21.
- G. If the appeal of the disciplinary action is not satisfactorily resolved at the City Manager level, it may be submitted to final and binding arbitration as per Article 21 of this agreement.
- H. If no appeal is requested, the disciplinary action shall be final subject to review by the Human Resource Director/Officer and is subject to the approval and signature of the City Manager.
- I. Any off duty conduct that is cause for disciplinary or legal action, if it compromises the integrity of the fire department, must immediately be reported to the Fire Chief and/or proper chain of command at the earliest convenience of the person involved. Said infraction or event shall be reviewed by a committee consisting of the Fire Chief, Deputy Chief, Captain and assigned shift Lieutenant. Personnel involved will retain the right to have union representation during the pre-disciplinary and disciplinary process. Final disciplinary action must be agreed upon by a minimum of 3/5ths vote from the committee.

**ARTICLE 21                    DISCIPLINARY APPEAL, GRIEVANCE AND ARBITRATION PROCEDURES**

- A. A Grievance is defined as a written formal complaint alleging a violation, misapplication, or misinterpretation of any of the provisions of this Agreement or City Personnel Rules

and Regulations. Appeal of disciplinary actions as defined in Article 20 shall also be accomplished through this process. Employees are obligated to attempt to resolve a grievance at the lowest level possible prior to filing a written grievance at Step 1 of this process.

- B. Grievances/appeals shall be filed by the individual employees or by the exclusive representative on behalf of an individual employee or a group of employees. The grievance/appeal shall be signed by the aggrieved employee or employees and/or the Union representative.
- C. An individual employee may present a grievance/appeal under the provisions of this Article without the intervention of the Union and have the grievance/appeal adjusted as long as (1) the adjustment is consistent with the terms of this Agreement, and (2) the employee is responsible for all expenses incurred at any hearing or meeting on a grievance/appeal brought by the individual employee. The Union shall be afforded the opportunity to be present and make its views known. In a situation where the employee has elected not to use the Union's services, and is requesting arbitration the employer and the employee shall deposit \$3000.00 each in an escrow account for the payment of arbitration.
- D. The written grievance/appeal shall include:
  - a. The employee/grievant's name, job, title, department;
  - b. The Union representative/steward's name, address and telephone number; if applicable.
  - c. The Article(s) of this Agreement or section of the Personnel Rules and Regulations alleged to have been violated;
  - d. The date the incident or violation occurred;
  - e. The Management employee, if any, against whom the action is filed;
  - f. A description of the alleged violation providing more than just the Article or Section identification.
  - g. If the phrase "to be made whole" is used in the relief requested, the grievant shall specify what specific relief is desired. The relief requested shall include a specific statement describing the grievant's settlement request; and
  - h. The signature and date of the grievant and the Union representative.
- E. A written grievance/appeal shall be presented to the employee's Immediate Supervisor within ten (10) working days of the action that gave rise to the grievance or appeal, or of the date the employee became aware of the action. If the grievance/appeal is not resolved within ten (10) working days of the date of the grievance/appeal was filed with the immediate supervisor, the grievance/appeal may be advanced to the Fire Chief or designee.
- F. If the grievance/appeal is not resolved within ten (10) working days of the date of the grievance/appeal was filed with the Fire Chief or designee, the grievance/appeal may be advanced to the City Manager.

- G. If the issue is not resolved at the Fire Chief or designee level, the grievance/appeal may be advanced to the City Manager by presenting the written grievance/appeal to the City Manager within ten (10) working days of the filing with the Department Head. This means within ten (10) working days of the initial filing of the grievance/appeal with the Department Head. The parties will mutually agree on a date, time, and place to meet and attempt to resolve the grievance/appeal. If the issue is not resolved within ten (10) working days of the filing with the City Manager, the grievance/appeal may be advanced to arbitration.
- H. The grievance/appeal is advanced to arbitration by presenting such written notice to the City Manager within fifteen (15) working days of the initial filing at the City Manager level.
- I. Within ten (10) working days of the filing of the written notice of advancement to arbitration, a request for an unrestricted list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) shall be submitted by the parties. The request for this list of arbitrators shall be signed by both parties.
- J. Within ten (10) working days of receipt of the arbitrator list, the parties shall meet to select an arbitrator.
- K. The selection of the arbitrator shall be accomplished by the parties alternating striking of names until only one name remains. The remaining name shall be the arbitrator. Who strikes the first name is determined by the flip of a coin.
- L. The Arbitrator shall render a final and binding decision. This decision of the arbitrator is subject to judicial review in accordance with the New Mexico Uniform Arbitration Act. The parties shall share the cost of the arbitrator equally.
- M. The Arbitrator's duties, responsibilities, and limitations are governed by the City's Labor Management Relations Ordinance.
- N. This is the only internal grievance and appeal process available to bargaining unit employees.
- O. Working day is defined as days that the administrative offices of the City are open for business. Any deadline that falls on a day that the administrative offices of the City are not open for regular business shall extend into the next day that the City Administrative Offices are open for business.
- P. Waiver of Grievance. If the Union/bargaining unit member fails to proceed to successive levels of the grievance procedure within the time period specified, they shall be conclusively deemed to have waived and abandoned the grievance. If the employer fails to respond to a filing step, the grievance will be automatically advanced to the next step.
- Q. Expiration. If any eligible employee terminates or is terminated from employment with the City for any reason, any grievance previously filed by the employee who is in process

at the time of termination shall also be terminated with the exception of any pay, benefit, or dismissal grievance.

**ARTICLE 22            OUTSIDE EMPLOYMENT/VOLUNTEER WORK**

- A. Bargaining unit employees should consider their employment with the City of Las Vegas as their primary employment. Safety of the City'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 accept shifts in any other Fire Department or Emergency Service or engage in outside employment within twelve (12) hours of their assigned shift with the City.
  
- B. Bargaining unit employees will not perform any work related to outside employment or volunteer work, while on duty with the City. Work/volunteer tasks include but are 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 City has provided just cause for immediate disciplinary action.

**ARTICLE 23            SAFETY**

Safety is an integral part of the responsibilities of all employees. The employer will continue to provide healthful and safe working conditions. Employees shall comply with such rules, regulations and practices as may be prescribed for the conduct of employees in order to provide a safe work environment, in accordance with the City's Safety and Health Policy. The employee shall notify his/her immediate supervisor of any unsafe or hazardous working conditions. The employer will take appropriate action to correct unsafe or hazardous working conditions as required by law. The Employer, through the Safety Office, will provide safety training on an as needed basis.

**ARTICLE 24            SAFETY EQUIPMENT**

- A. The Employer shall provide all necessary safety equipment to employees in the fire department. The equipment to be supplied shall include fire fighter turnout gear, boots, gloves, hearing protection and goggles, eye protection, splash protection, masks and other equipment designed for blood and airborne pathogen protection, Self-Contained Breathing Apparatus (SCBA) fitted face mask, structural fire helmet, face shield and nomex hood, steel-toed safety boots, wildland firefighting boots, wildland pants and jacket/shirt, wildland gloves, wildland helmet, goggles, radio harness, wildland pack and safety flares.
  
- B. All issued gear shall be compliant with the current NFPA 1971, 1972 and New Mexico State OSHA standards. All issued gear shall be tracked and inventoried on a regular basis. Replacement shall be on an as-needed basis.

C. All respiratory protection equipment shall meet and be maintained in a manner consistent with all applicable NFPA and New Mexico State OSHA standards.

**ARTICLE 25 HOURS OF WORK**

Assigned shifts for bargaining unit employees will be forty-eight (48) hours on and ninety-six (96) off. Overtime will be paid in accordance with FLSA on a 14-day pay cycle, the overtime threshold for this work period will be 106 hours.

Employees covered by this agreement shall work a 48 hour on duty and 96 hour off duty shift in accordance with the following rotating schedule below.

Days of Cycle:

Shift:

1	2	3	4	5	6	7	8	9	10	11	12	13	14
*A	*B	B	*C	C	A	A	B	B	C	C	A	A	B
1	2	3	4	5	6	7	8	9	10	11	12	13	14
B	C	C	A	A	B	B	C	C	A	A	B	B	C
1	2	3	4	5	6	7	8	9	10	11	12	13	14
C	A	A	B	B	C	C	A	A	B	B	C	C	A
1	2	3	4	5	6	7	8	9	10	11	12	13	14
A	B	B	C	C	A	A	B	B	C	C	A	A	B
1	2	3	4	5	6	7	8	9	10	11	12	13	14
B	C	C	A	A	B	B	C	C	A	A	B	B	C
1	2	3	4	5	6	7	8	9	10	11	12	13	14
C	A	A	B	B	C	C	A	A	B	B	C	C	A

Shifts shall commence at 0900 and continue through to 0900, consisting of forty-eight (48) hours on duty.

\*The team beginning their 2<sup>nd</sup> day of a 48hr shift on the 1<sup>st</sup> day of a 14-day pay cycle will be scheduled for 120 hours of work. (i.e. A shift on 2<sup>nd</sup> row, 1<sup>st</sup> column)

\*The team beginning their 48hr shift on the 2<sup>nd</sup> day of the 14-day pay cycle will be scheduled for 120 hours of work. (i.e. B shift on 2<sup>nd</sup> row, 2<sup>nd</sup> column)

\*The team beginning their 48hr shift on the 4<sup>th</sup> day of a 14-day pay cycle will be scheduled for 96 hours of work. (i.e. C shift on 2<sup>nd</sup> row, 4<sup>th</sup> column)

**ARTICLE 26 SHIFT EXCHANGE**

For the period of this Agreement the parties shall recognize the City of Las Vegas Fire Department Shift Exchange Policy dated 2/13/2009.

**ARTICLE 27            DRUG AND ALCOHOL TESTING**

The parties agree that substance abuse will not be tolerated in the Fire Department. In recognition of the need to maintain a drug and alcohol-free workplace the employer has adopted a drug and alcohol policy (Refer to Current City Drug & Alcohol Policy). Management may at any time amend this policy; however, the employer agrees to submit to the Safety Committee any proposed amendments to the policy. Management may consider any recommendations from the Safety Committee.

**ARTICLE 28**

**VACANCIES**

Vacancies will be announced as per the City of Las Vegas Code Book Chapter 66. Personnel Rules and revisions thereof.

**ARTICLE 29            PRIVATIZATION AND CONTRACTING OUT**

- A. The Employer agrees that prior to privatizing or contracting out bargaining unit positions, the Union will be allowed to submit input in writing no later than ten (10) working days, to the office of the City Manager, with a copy delivered to the Human Resources Department. A written response shall be given to the Union no later than ten (10) business days.
- B. The Employer agrees that it will formally inform the Union of any and all pending changes which will result in the loss of full time equivalents or bargaining unit positions upon receiving information of such pending changes.

**ARTICLE 30            PERSONNEL RECORDS**

- A. The employees' Official Personnel files will be maintained in the Human Resources Office. Employees, or their designee, by written authorization, may review the employees' files by appointment during the regular business hours of the Human Resources Office. Such review shall not interfere with the employees' work time.
- B. Employees may obtain copies of material in their personnel file. Employees may obtain one copy of their personnel record annually at no charge, there after a fee of \$1.00 per copy up to ten (10) pages will be charged. Copies beyond ten (10) pages will be provided at \$0.50 per page.
- C. Employees may submit a rebuttal to any material that is placed in the employees' personnel file. Such rebuttal must be submitted within thirty (30) calendar days of the effective date of the material in question.

- D. Employees may request in writing that letters of commendation or certificates of completion of training be placed in their file. A Human Resources Officer shall determine if such material appropriate for placement in the employee's file.
- E. The Human Resources Personnel File is the official employment history of the employee and shall not be purged except by order of an arbitrator or judge of competent jurisdiction.

## **ARTICLE 31            PERA**

City and Employees contribution rates for PERA shall be the Employer contribution rate for PERA to be 75% and Employee contribution rate for PERA to be 25%.

## **ARTICLE 32            COMPENSATION**

- A. Implemented Fiscal Year 2022-23 all Non-salary employees will adopt LVFD Pay Scale Appendix A. The increase is effective the first full pay period after ratification and signature of the Agreement or resolution of impasse, whichever is later.
- B. All employees will receive a 4% increase to their regular hourly rate for successful completion of each certification. The current applicable certification as Fire I, Fire II, and EMT-B, AEMT (EMT-I) and Paramedic.
  - When progressing to a higher rank, all non-salary employees will obtain 10% increase to their hourly rate when moved to the next rank in accordance with LVFD Policies Rank Structure employee must be placed on a step level equivalent or higher than said previous rank.
  - All LVFD non-salary employees will obtain a 2.5% annual step increase for each uninterrupted year of service.
  - Any percentage increase must be done on a compounding total.
  - 2080hr Schedule (40hr/week) hourly wages will be implemented for employee/s at the Entry Level Fire Fighter Rank during their orientation period, until successful completion.
  - 2080hr Schedule (40hr/week) hourly wages will be implemented for employee/s who are attending an 08:00am – 5:00pm class/training that compromises 2912hr Schedule (regular shift hours) for said employee/s.
  - 2080hr Schedule (40hr/week) hourly wages will be implemented for employee/s who are placed on FMLA.
  - Employee/s hired as a lateral position will be placed in appropriate step placement using a 2 to 1 scale for years of service (Ex: Employee hired with four (4) years of service will be placed in Step 2 of LVFD Pay Scale Appendix A, within appropriate rank of hire).
  - LVFD non-salary employee/s who are scheduled and/or assigned to cover a position that exceeds their current rank shall receive an 8% increase to their hourly rate for all actual hours worked/covered. Coverage will be pre-approved utilizing chain of command.

- LVFD Pay Scale Appendix A will adjust with Federal and/or State Wage Regulations and Laws, whichever is higher.

The City of Las Vegas and the International Association of Fire Fighters Local 4625 agree to continuously work in harmony to maintain pay scale for the department for future Fiscal Years.

### **ARTICLE 33            EDUCATIONAL PAY**

- A. The Union and the City recognize the value of higher education and trained public employees to the public, and encourage City employees in all classifications to pursue academic degrees and advanced training.
- B. All financial changes outlined in this article shall become effective within the first pay period beginning after the effective date of this Agreement.
- C. Effective July 2018 all members of the bargaining unit will receive \$50.00 a month for an associate's degree, \$100.00 a month for a bachelor's degree and \$150.00 a month for a masters degree. An official transcript and a copy of the degree conferred shall be submitted to the Human Resource Department of the City of Las Vegas. The degree must be from an accredited college or university.
- D. Bargaining unit employees who must attend any field related schooling required by the City of Las Vegas Fire Department will be compensated for those hours of class attended. The following list of academy classes shall serve as reference to what classes may be attended but is not limited to the following.
  - Hazardous Materials: Awareness & Operations
  - Firefighter I & II
  - Structural Firefighting
  - Extrication
  - Flammable and Combustible Liquids
  - Driver Operator
  - Pump Operations
  - Emergency Medical Technician
  - Emergency Medical Refresher
  - Rope Rescue I & II
  - ICS 100, 200, 800
- E. LVFD shall provide adequate transportation to bargaining unit employees when attending required classes. If no transportation is available and Fire Chief approves the use of a personal vehicle; mileage must be documented before and after each trip. This documentation shall be submitted to the immediate supervisor upon returning from class. Compensation for mileage shall be compensated at a rate of \$0.25 per mile and will be issued in a separate check to the individual. In order for a personal vehicle to be utilized



for any city business, all insurance and registration must be up to date and provided to the Fire Chief prior to approval.

**ARTICLE 34 CALL-BACK COMPENSATION**

Bargaining unit employees in an off duty status will receive a minimum of two (2) hours of alarm calls. Bargaining unit employees will be compensated for all hours actually worked and such time will be considered time worked for the purposes of computing FLSA overtime.

**ARTICLE 35 SICK LEAVE INCENTIVE**

- A. Full-time employees on shift work schedules who use twelve (12) hours of sick leave or less from January 1<sup>st</sup> through June 30<sup>th</sup> will receive twenty four (24) hours of administrative leave to be used within sixty (60) days. Full-time employees on shift work schedules who use twelve (12) hours of sick leave or less for the period of July 1<sup>st</sup> through December 31<sup>st</sup> will receive twenty four (24) hours of administrative leave to be used within sixty (60) days.

**ARTICLE 36 HOLIDAY PAY**

The City of Las Vegas Fire Dept. (shift work) employees will be compensated for holidays as follows:

- A. Employees that work on city observed holidays will receive holiday pay for hours worked at two and one-half (2.5) times employees' regular hourly rate of pay.
- B. Employees not scheduled to work on a city observed holiday will receive holiday pay (8HR) at straight pay at the employees' regular hourly rate.

**ARTICLE 37**

**LIABILITY COVERAGE**

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

**ARTICLE 38 SAVINGS CLAUSE**

Should any part of this Agreement or any provision contained herein be declared invalid by the City of Las Vegas Labor Management Relations Board or any court of competent jurisdiction, the validity of the remaining portions shall not be affected.

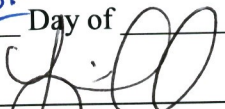
**ARTICLE 39 TERMS OF AGREEMENT**

This Agreement shall become effective upon ratification and signature of this agreement or upon resolution of impasse, whichever is later, and shall remain in full force and effect until the next negotiated contract is ratified with exception of compensation, which is negotiated per fiscal year. Negotiations for a successor full collective bargaining agreement will occur upon written request by a party received no later than by the end of the first week of January 2023. Local 4625 will receive a written confirmation of notice by management no later than the second week of January 2023. Initial meeting to open of a successor collective bargaining agreement shall be no later than the last week of January 2023. Failure to provide notice of receipt and schedule initial meeting in accordance with the dates listed above will violate article 3, section A of this agreement which in turn violates the preamble of this agreement. Any violation of contract will mandate an immediate addition to the next upcoming city council meeting agenda (whether on public input or actual agenda), for the Union.

**ARTICLE 40 AUTHORIZED SIGNATURES AND ATTEST**

IN WITNESS WHEREOF, the parties have executed the amendments to this Agreement on this

21<sup>st</sup> Day of \_\_\_\_\_ September, 2022.

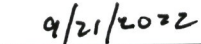
  
\_\_\_\_\_  
Louie Trujillo, Mayor

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Leo Maestas, City Manager

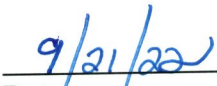
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
L A Sena, President IAFF Local 4625

  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Casandra Fresquez, City Clerk

  
\_\_\_\_\_  
Date