

Collective Bargaining Agreement

Between

THE CITY OF GALLUP

And

THE GALLUP FIRE FIGHTERS UNION
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
Local 4296

Effective

November 1, 2015 – November 1, 2017

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City of Gallup and Gallup Firefighters Association Final Settlement

This is a final settlement of the negotiations for a successor agreement to the collective bargaining agreement between the parties that expired. This replaces the prior agreement in its entirety. Any item presented in negotiations that is not contained herein is hereby deleted.

Article 1. AGREEMENT

THIS AGREEMENT is entered into by and between the City of Gallup, a municipal corporation of the State of New Mexico, herein referred to as the "City" or "the Employer"; and the Gallup Fire Fighters Union, hereinafter referred to as the "Union", which is an affiliate of the International Association of Fire Fighters (IAFF) designated as Local 4296.

The Union hereby and herewith covenants, agrees and represents to the City that the Union is duly authorized and empowered to covenant for and on behalf of all employees in the bargaining unit and represents that it, and the employees it represents, will faithfully and diligently abide by and be strictly bound to all of the provisions of this Agreement as herein set forth.

Likewise, the City hereby and herewith covenants, agrees and represents to the Union that it will faithfully and diligently abide by and be strictly bound to all provisions of this Agreement as set forth herein.

The parties agree that neither the Union nor the City's respective policies or activities shall discriminate against any employee based upon race, age, sex, creed, color, national origin, religion, Union or non Union membership.

Article 2. RECOGNITION

The City of Gallup recognizes the Union as the exclusive representative for the regular full-time non probationary employees in the bargaining unit. This bargaining unit shall only include the following classifications: Firefighter I, Firefighter II and Lieutenants.

Article 3. AGREEMENT CONTROL

City sanctioned rules, regulations, administrative directives, departmental rules and regulations, and work place practices shall control unless there is a conflict with this collective bargaining Agreement. The parties agree that the City retains the right to modify such rules, regulations, administrative directives, departmental rules and regulations and workplace practices so long as such modification does not specifically conflict with this Agreement. Where

such rules, regulations, directives or work place practices are in conflict with this Agreement, the Agreement will control. The parties by mutual written agreement may modify this Agreement.

Article 4. RESIDENCY

There shall be no city residency requirements for Union members. However, employees must be available to respond to emergencies while off duty in accordance with department regulations.

Article 5. DUES DEDUCTION AUTHORIZATION

A. The City shall take dues deductions from employees members who sign voluntary dues deduction authorization forms. Such deductions will be taken each pay period in the amount identified by the Union President. Authorization forms must be submitted to the City payroll office at least ten (10) days prior to the effective date of the deduction. The dues shall not include any special assessments or political contributions.

B. The City shall forward the collected dues amount withheld from employee's paychecks to the Union. The Union shall designate where funds are to be sent or transferred to. A mutually agreed upon Payroll Deduction Fee shall be established whereby the City shall be compensated for this service to the Union. The Union shall have the right to audit the auto deduction process annually to determine the amount of funds removed from employee's paychecks and sent over to the Union in accordance with the Unions request.

C. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by the City for the purpose of complying with this section.

Article 6. MANAGEMENT RIGHTS

The City shall have the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the management right of the City to direct its employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work; or for other legitimate reasons. The City shall also have the right to exercise any other prerogatives established by law and/or as determined by the New Mexico Public Employee Bargaining Act (PEBA), (§§ 10-7E-1 et. seq. 1978), or a court of competent jurisdiction.

Unless limited by the provisions of a collective bargaining agreement or by other statutory provision, the employer's rights shall include, but are not limited to, the following:

A. To direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;

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

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

- 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. These rights shall not be diminished or subjugated by any expressed or implied duty to bargain.
- G. The employer retains all rights not specifically limited by a collective bargaining agreement or by the public employee bargaining act. (Ord. 2008-1, 4-8-2008)

Article 7. PUBLIC SERVICE OFFICER BENEFITS

In the event an employee suffers disability, dismemberment, death or any other qualifying injury, the Employer shall begin immediate processing of all Public Service Officer Benefit documents including notification to The National Fallen Firefighters Foundation.

Article 8. PERSONAL PROTECTIVE EQUIPMENT AND UNIFORMS

A. The Employer shall furnish and maintain at no cost to bargaining unit members all respiratory apparatus, gloves, helmets, protective clothing (bunker gear), and other protective equipment deemed necessary by the Fire Chief to preserve and protect the safety and health of fire fighters. In the interest of increased productivity and life safety the Employer will attempt to satisfy the preference of the bargaining unit.

B. The City will continue to provide as needed and as determined by the Fire Chief duty uniforms, metal shirt badge identifying rank, metal nametag, boot voucher and all personal protective equipment including respiratory apparatus, gloves, traditional style helmet, bunker gear, gear bag, nomex hood, personnel accountability tag, winter jacket with liner, nomex coverall, spectacle kit and any other protective equipment necessary to preserve public safety and the safety of firefighters. The City's Purchasing department shall be responsible for procuring these items.

C. The City will reimburse employees for uniform items damaged in the line of duty. This does not apply to situations where the negligence of the employee contributed to the damage. The Fire Chief or his designee will determine when there is negligence.

Article 9. TIME OFF TO VOTE

In accordance with the provisions of Section 01-12-42, NMSA 1978, on duty employees who are registered voters will be allowed sufficient time to vote if requested.

Article 10. TRAINING AND EDUCATION

A. The City will provide annual training opportunities for employees necessary to meet the qualifications for promotion and to maintain personal licensure and certification. When possible such training will be provided in-house by the Gallup Fire Department Training Division.

B. Each year the training division will post a twelve-month training calendar on or about the 1st week of July detailing all mandatory training scheduled for the coming fiscal year. Additional training can be scheduled at the discretion of the Chief.

C. Regional training requests which are job related may be approved by the Chief and paid for by the City so long as funding is available. For approved regional training in excess of two hundred (200) miles distance or greater or for a period of three or more consecutive days, the attending employee shall not be required to return to duty until the start of his next regularly scheduled work day. The Chief may waive the two hundred (200) mile requirement based upon extenuating circumstances. Shift trades shall not be modified as a result of the provisions of this Article.

D. All training is subject to available funding as determined by the city.

Article 11. VACATION

A. Vacation leave shall be accrued in accordance with the following table calculated from the most recent date of hire with the Gallup Fire Department.

01-60 months of service - 7.846 hrs per pay period, 204 hours per year.

61-120 months of service - 9.154 hrs per pay period, 238 hours per year.

121-180 months of service - 10.462 hrs per pay period, 272 hours per year.

181- 240 months of service - 11.769 hrs per pay period, 306 hours per year.

B. Vacation accrual for employees currently at two hundred eighty-six (286) hours per year (11 hrs per pay period) shall continue until eligible for the next highest accrual rate. Maximum annual carry over shall be the same as that established at the end of the preceding contract.

C. Upon separation from employment with the City, an employee shall be compensated for all unused vacation hours at his current hourly rate up to a maximum of 392 hours. In the event of the employee's death, compensation for unused vacation time shall instead be payable to the employee's estate.

D. Vacation leave hours may be used for "annual leave". Annual leave requests shall be conducted annually on or about the 1st of December of the preceding year. The City will attempt to satisfy all annual leave requests and still maintain sufficient staffing in the most economical manner. Scheduled annual leave may be approved for up to two (2) personnel per shift. Once approved annual leave shall not be revoked unless the Chief determines there is an operational need to do so. Annual leave shall be selected in accordance with the following table by order of Seniority.

01-60 months of service- up to 144 hours.

61-120 months of service- up to 168 hours.

121-180 months of service- up to 192 hours.

181-240 months of service- up to 216 hours.

E. Normal vacation leave requests shall be made no more than sixty (60) days prior to the requested day off and may be used to extend scheduled annual leave. Vacation leave requests shall be considered on a first come first serve basis.

F. All leave usage is subject to approval by the Fire Chief or his designee.

Article 12. MATERNITY LEAVE

Maternity leave will be in accordance with the Family Medical Leave Act (FMLA).

Article 13. MILITARY LEAVE

Military leave and annual military training will be in accordance with Federal Law and section 20-4-7 of the NMSA Military Leave statute.

Article 14. HEALTH AND WELLNESS

A. Employees may be required to take and pass a medical examination at any time to ensure the employee is mentally and physically fit for duty. Medical examinations required by the City will be paid for by the City and will be provided by medical personnel selected by the City.

B. In the interest of increasing health and safety the department will strive to adopt the current IAFF/IAFC Wellness - Fitness Initiative (WFI).

Article 15. SICK LEAVE

A. Paid sick leave is a benefit provided by the City for use by employees for the purposes identified in this section. Abuse of this benefit will result in disciplinary action. The City may require a statement from a licensed medical practitioner for sick leave use.

B. Sick leave shall be granted to employees experiencing sickness, illness or injury, for the purposes of receiving a medical examination, consultation, or treatment by a licensed practitioner; or for when an immediate family member requires the employee's presence due to sickness, illness, injury or medical treatment.

C. Employees shall accrue sick leave at the rate of five point one seven (5.17) hours per pay period. There shall be no maximum amount of sick leave accrual. In the event of death of an employee, compensation for the employee's unused sick leave shall be payable to the employee's estate.

D. An employee may donate vacation leave to another employee who has exhausted all sick and annual leave due to extended sickness, illness or injury. All donations must be approved by the Fire Chief and forwarded to the Human Resources department.

Article 16. BEREAVEMENT LEAVE

An employee shall be granted forty eight (48) hours leave with pay in the event of death of the employee's parent, child, spouse, or significant other. Bereavement leave is not sick or vacation leave.

Article 17. HOURS OF WORK AND SCHEDULED OVERTIME

A. The work schedule for employees shall be forty eight (48) hours on duty followed by ninety six (96) hours off duty; otherwise known as the 48/96 schedule. The forty eight (48) hour shift shall commence at 0700 hours.

B. The standard work period for employees will consist of one hundred six (106) hours based on a fourteen (14) day work period.

C. Employees will be compensated at the rate of time and one half for all hours worked in excess of one hundred six (106) hours in a work period in accordance with The Fair Labor Standards Act (FLSA).

D. Lunch breaks are paid time and will be scheduled as time permits.

E. For the purposes of FLSA overtime all paid leave shall be considered hours worked.

Article 18. CALL BACKS AND UNSCHEDULED OVERTIME

A. Off duty bargaining unit members called back to work for emergency callback will be paid at one and one-half (1½) times the regular rate of pay. Bargaining unit members shall be paid a minimum of two (2) hours for emergency callback.

B. Off duty bargaining unit members called back for mandatory training shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Bargaining unit members shall be paid a minimum of two (2) hours for training callback.

C. Callback time shall be eligible for comp time subject to approval of the Fire Chief.

D. The Employer and Union agree that all applicable Fair Labor Standards Act provisions found in Section 7(K) regarding compensation for hours worked are hereby incorporated. Calculations shall continue to be based on a fourteen (14) day pay period.

E. The Employer and Union agree that overtime will be offered to bargaining unit members as follows:

Each month the Employer will allow employees to volunteer for a list of bargaining unit members wishing to work additional hours. The voluntary overtime list shall cover a one-month period and be provided at least five (5) business days prior to the start of the

covered time period. The list may be divided into three lists, one for each shift listing those members from the other two shifts who wish to work overtime. The list(s) shall be organized based on reverse seniority, with the least senior member listed first. The list(s) shall be utilized on a rotating name by name basis.

Article 19. STATION BIDDING

A. Two employees of the same classification and shift may mutually agree to trade station assignments with approval of the Fire Chief. Such trade is permanent and will last until the 1st week of the following December when the next station bidding will occur.

B. The Chief will allow station bidding each year in the month of December in accordance with the department SOP and the operational needs of the City. The Chief retains the authority to change station assignments during the term of the bid as he determines necessary based upon operational need or personnel productivity and/or performance.

Article 20. MANDATORY TRANSFERS

Mandatory transfer shall be determined by the Fire Chief based upon operational need.

Article 21. RETIREMENT BENEFITS

A. The City has adopted municipal fire plan five (5) of the New Mexico Public Employee's Retirement Association (PERA).

B. The City shall continue its current contribution to the PERA retirement plan.

Article 22. COUNSELING SESSIONS

A. Counseling sessions are intended for when an employee requires advice and guidance to correct minor discrepancies in work performance or procedure. Counseling sessions are not intended to take the place of disciplinary action. A counseling session may be initiated by a supervisor at the supervisor's discretion without regard to the Disciplinary Action procedure.

B. The official Disciplinary/Corrective Action Form will not be used for Counseling Sessions. In its place, a Gallup Fire Department Counseling Sheet will be used to document the session and a copy provided to the employee.

Article 23. DISCIPLINARY ACTION

The primary purpose of disciplinary action is to train or correct performance or behavior that is below standards or that is contrary to the City's legitimate interests. Discipline shall only be for just cause and all discipline shall be held in the strictest confidence. An employee may be accompanied by a Union representative at any step of this process.

A. Prior to taking discipline a predetermination meeting shall be held. The predetermination meeting shall serve as an opportunity for the supervisor and the employee to try to resolve any misunderstandings about the matter and to determine what discipline is appropriate. The supervisor shall use this meeting to gather additional information, to hear the employee's side of the story and to take into account any extenuating circumstances.

B. To initiate a predetermination meeting the supervisor shall serve the employee with a predetermination notice, ordering the employee to appear for the predetermination meeting.

C. Within seven (7) calendar days of the completion of the predetermination meeting, the supervisor will present the employee with a written notice detailing the results of the supervisors investigation and what, if any, disciplinary action(s) are recommended.

D. An employee shall be progressively disciplined if appropriate; however the Employer has the right to determine at which level of progression the discipline will be imposed and it shall be determined on a case-by-case basis depending on the seriousness of the infraction(s). When disciplinary action has been proposed, the action may include any one of the following types, or all.

1. Written reprimand(s)
2. Suspension
3. Demotion
4. Dismissal

E. Once a decision to discipline has been made, the Chief may postpone the disciplinary action up to forty five (45) days due to extenuating circumstances that affect the employee or the Employer.

F. The city and the Fire Chief at all times retain the right to determine which supervisor will conduct discipline with the employee.

Article 24. DISCIPLINARY ACTION APPEAL PROCESS

A. An employee wishing to dispute a disciplinary action has seven (7) calendar days to do so in writing, beginning on the day the employee is presented with the written notice of the recommended disciplinary action(s). Failure to do so will result in the appeal being null and void.

B. Upon review of the relevant facts, the Chief may withdraw, modify or uphold the recommended discipline. The Chief shall notify the employee in writing of the decision within seven (7) calendar days of receiving the appeal.

C. If, after this appeal, the recommended disciplinary action is suspension, demotion, or termination, the employee may file a written grievance within seven (7) calendar days of the Chiefs response.

Article 25. GRIEVANCE & APPEAL PROCEDURES

A. A grievance is defined as any written dispute which may arise between the parties regarding disciplinary actions resulting in suspension through dismissal; or a violation of this agreement.

B. STEP 1. The employee may file a written grievance within seven (7) calendar days of the date the employee knew or should have known of the issue that generated the disciplinary action. Failure to do so will result in the grievance being null and void. If the employer does not respond within the specified time limits, then an automatic appeal to the next grievance level will be guaranteed to the employee. Every attempt will be made to resolve the issue with the employee at the lowest level of supervision. Throughout the entire grievance process the employee shall have the right, if elected, to have a member of the Union present at all meetings.

STEP 2. The Chief or his designee shall schedule a meeting with the grievant and his representative, if the employee has chosen to be represented, in an attempt to resolve the grievance. Within seven (7) calendar days of the Chief's meeting, the Chief or his designee will render a written decision. If the employee (grievant) is not satisfied with the decision of the Chief, the employee may appeal the grievance to the City Manager within seven (7) calendar days of the Chief's decision.

STEP 3. The City Manager or his designee will schedule a meeting with the employee and his representative, if the employee has chosen to have representation, in an attempt to resolve the grievance. Within seven (7) calendar days of the City Manager's meeting the City Manager or his designee will render a written decision. If the employee is not satisfied with the City Manager's decision, the Union and the employee (grievant) may, within seven (7) calendar days of the City Manager's decision, give notice to the City that the issue needs to be resolved by arbitration.

C. ARBITRATION.

The arbitration proceeding shall be conducted by an experienced labor management relations arbitrator to be selected by the City and the Union. The Federal Mediation and Conciliation Service (FMCS) shall be requested by the parties to provide a list of seven (7) eligible arbitrator names. If the parties fail to agree on a specific arbitrator name from the supplied list, then a flip of a coin will determine who strikes the first name from the eligible list. The parties will then alternate selection of striking names from the list until one name is left, which that person shall be chosen as the Arbitrator. The decision of the Arbitrator shall be final and binding on the parties. The cost of the arbitration will be borne equally by both parties.

The arbitrator shall not have the authority to modify, expand or add to the rights that employees or the Union have under the provisions of this Agreement. There shall not be any implied rights for the union or the employees beyond the specific terms of this Agreement and the union shall be the exclusive representative of those rights.

Article 26. INSURANCE BENEFITS

A. The City offers a group Medical insurance plan to regular full time employees who have completed one month of continuous active service within the Fire Department. For the term of this contract the City shall pay sixty percent (60%) of the Medical insurance premium and the employee shall pay the matching forty percent (40%) of the Medical insurance premium.

B. The Employer shall continue to provide a term life insurance plan with basic life insurance coverage.

C. The City offers a group Dental insurance plan to regular full time employees who have completed one month of continuous active service within the Fire Department. For the term of this contract the City shall pay sixty percent (60%) of the Dental insurance premium cost and the employee shall pay the matching forty percent (40%) of the Dental insurance premium cost.

D. The City shall continue to offer other plans, such as but not limited to, group vision, AFLAC, universal life, long-term disability, short-term disability, cancer, intensive care, family life coverage, and prepaid legal service. The premiums shall be payroll deducted. Employees may subscribe to these plans at the rates prescribed by the insurance providers.

Article 27. COMPENSATION

The parties agree that an employee's specialty pay for the certifications of EMT-Intermediate, Hazmat-Technician, and College degree is included in establishing the employee's hourly rate of pay so long as the certification is maintained. An employee who does not maintain his/her specialty pay certification will have his/her hourly rate reduced by the percentage amount it was increased when the specialty pay was granted. Future specialty pay certifications will be offered by the City based upon the needs of the department. The Fire Department Pay Plan and each Employees hourly rate of pay shall be the same as that established at the end of the preceding contract [Appendix A]. There shall be no automatic annual step increases during the term of this agreement. Effective with the authorization of the City Manager, each firefighter shall receive a one-time non-recurring lump sum payment of \$500. This payment is subject to all statutory taxes and deductions and will be the only pay increase during the term of this agreement unless an increase is granted as a result of reopening negotiations.

Article 28. MEALS

A. Employees will be allowed to bring food to the fire stations. The Employer shall provide adequate facilities for storage and cooking meals at each fire station.

B. Employee's shall be provided a meal allowance of twenty dollars (\$20.00) each pay period.

Article 29. PROMOTION POLICY

A. Promotion opportunities within the bargaining unit will be announced and posted on each station bulletin board for a period of seven (7) calendar days. Qualified employees interested in

being considered for promotion shall submit a written request prior to the deadline. If an employee is on approved leave during the posting period, the employee will be allowed to apply upon return to duty if the request is submitted prior to the designated testing date.

B. The Fire Department promotion process shall consist of validated Fire Service written and oral examinations. The Fire Chief, with the approval of the City Manager and the concurrence of the Human Resources department, shall be responsible for the development, publication and updating of promotional policies. If, however, the number of vacant positions equals or exceeds the number of qualified applicants, the Employer may instead choose to consider the promotion process satisfied and all applicants shall be promoted. Within 60 days of the signing of this agreement the Chief shall publish the minimum qualifications for promotion to the positions within the bargaining unit.

C. The written examination shall be administered and validated by the City of Gallup's Human Resources Department. Employees who successfully complete the written examination with a passing score of seventy percent (70%) or greater may proceed to the oral examination.

D. A structured Fire Service oral examination shall be conducted. The oral examination shall include a review of the employee and the employee's past performance. The City shall make a final determination as to which candidate(s) shall be promoted to meet the operational needs of the City.

E. Non-selection for promotion is not grievable.

Article 30. STATION MAINTENANCE/ ADDITIONAL DUTIES

Station maintenance duties shall be performed between the hours of 0700 and 1700; to include routine maintenance considered within the expected skills of a firefighter or as determined by the Fire Chief.

Article 31. COMPLETE AGREEMENT

The parties agree that upon ratification this shall be the complete and only Agreement between parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement. No additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement of the parties. This Agreement replaces any and all previous Agreements between the parties. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Article 32. SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared to be unlawful, unenforceable, or not in accordance with applicable statutes by a court of competent jurisdiction all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The provision(s) determined to be contrary to law or unenforceable shall be subject to renegotiations by the parties provided either party submits to the other a request to re-negotiate the affected provision(s). Such written request must be submitted no later than seven (7) calendar days after the party knew or reasonably should have known of unlawful or unenforceable provision(s).

Article 33. DRUGS AND ALCOHOL

In order to provide the best available services to the residents of the City, all Fire Department employees shall be subject to the provision of the New Mexico Workers' Compensation Act [Chapter 52, Article 1 NMSA 1978] as it relates to the impairing effects of drugs and alcohol.

Furthermore; bargaining unit members shall be required to undergo testing in accordance with City of Gallup's Personnel Rules and Regulations, Section 4. Drug and Alcohol Policy and pursuant to *New Mexico Statutes for high-risk category Public Safety personnel*. The Employee may request Union representation during any of the testing procedures.

Upon receiving notification of a positive drug test on mandatory or random testing, at the City's discretion, the employee shall receive disciplinary action, up to and including termination. Employees will be sent home and relieved of duty without pay pending the investigation and results of further confirmatory drug tests. However, prior to any final disciplinary action, the employee will be given the opportunity for a compulsory referral to Employee Assistance Program (EAP). In the event, that the employee is returned to duty after an initial affirmative test, further monitoring /testing of the employee shall be mandatory. Repeated violations while in the under EAP, shall require automatic termination of the employee from the City.

Article 34. LIGHT DUTY, WORKERS' COMPENSATION/INJURY LEAVE

A. Any employee who sustains an injury by accident arising out of and in the course of his City employment may apply for and will be considered for Workers' Compensation by the State as per the New Mexico Worker's Compensation Act.

B. The City of Gallup will allow employees to use sick or vacation hours for the first seven days of an injury and thereafter will, for 30 days, ensure that the employee has no loss in pay or benefits by placing the employee in a light duty position. This provision does not apply to injuries that are sustained on the job by horseplay, fighting or being involved in physical fitness activities that fall outside of those specifically identified in the physical fitness SOP. During this 30 day period shift firefighters will be assigned to a 40 hour work week at their regular rate of pay (53 hrs) for the pay periods involved (minus FSLA overtime built into the schedule), however, there will be no overtime unless the employee works over forty hours during the designated pay period. At the conclusion of the 30 day period, employees may continue in light duty status at the discretion of the Chief or they may elect to receive benefits under the Workers Compensation Act.

Employees on light duty status after the 30 day period indicated above will be paid their regular hourly rate of pay but may make up to their regular full rate (53 hrs), minus the FLSA overtime, by using a combination of their vacation leave and sick leave. The city retains the right to end this light duty assignment at any time at which point the employee may apply for benefits through the Workers' Compensation Act.

C. Employees with job incurred injuries shall be eligible for group insurance provided they notify the City within two (2) weeks of receipt of workers' compensation benefits and pay the entire premium after the third full calendar month after the injury. For the first three months the City will pay the same percentage of group insurance paid prior to the injury or as required by federal and/or State statute upon settlement.

D. Employees receiving workers' compensation benefits shall not receive vacation leave or sick leave for the same time period.

E. During the initial injury leave or succeeding workers' compensation leave, vacation or sick leave, the City may require the employee to respond to any requests for confirmation of continued eligibility for leave under this section.

F. Workers Compensation time is not counted towards P.E.R.A. time.

ARTICLE 35. SHIFT EXCHANGE

A. Bargaining unit members may exchange shifts with the approval of both administrative supervisors. There shall be no monetary exchange or adjustment by the Employer or any bargaining unit member participating in this process. Bargaining unit members who agree to work the shift shall be responsible for working the exchanged shift or time. Should a bargaining unit member, who agrees to work an exchange shift, fail to report for work as agreed to for any reason and the absence creates an overtime situation for the Employer, the bargaining unit member will be docked the appropriate rate of pay. The bargaining unit member shall forfeit pay and he will forfeit his right to shift trade for a period of one (1) year.

B. Trade sheets must be used, and approved by an administrative officer, usually the assigned Battalion Chief. Copies of shift trades will be maintained by the shift battalion chief and emailed to the time and attendance keeper. If no documented proof of the trade exists the bargaining unit member normally assigned to that shift shall be docked the appropriate rate of pay. Shift trade paperwork shall remain with the assigned administrative supervisor. Copies will be given to the personnel involved in the trade if requested. The Deputy or Fire Chief approve all trades involving a shift officer above the rank of Lieutenants.

C. Fire Fighters 1's may trade with Fire fighter 2s. Firefighter 2's can trade with other firefighter 1, 2, and Lieutenants. Lieutenants may trade with Firefighters 2's and Battalion Chief's. Battalion Chief's may trade with other Battalion Chief's and Lieutenants. No probationary employee may participate in the shift trade program.

D. The City and the Union are not responsible in any way for exchanges that are not paid back. This is an issue solely and completely between the two bargaining unit members involved in the exchange. It is understood that this provision is for the trading of shifts and is not intended to allow the change of the work week cycle.

If overtime hours are worked during a shift trade the bargaining unit member who actually works the overtime hours shall be compensated for them.

E. The City retains the right to limit or curtail shift trades based upon operational necessity as determined by the Fire Chief.

Article 36. SENIORITY

Seniority means a privileged status attained by length of an Employee's continuous service calculated from the last date of hire within the Gallup Fire Department. Should continuous service with the fire Department be identical, the tie will be broken by employee number. The employee with the lowest employee number is senior. Continuous service shall be broken only by resignation, discharge or retirement.

Article 37. REDUCTION IN FORCE AND RECALL

A. In the event that a reduction in force or rank is necessary, the City shall provide the Union an opportunity to suggest alternatives.

B. When it is necessary to have a reduction in force or rank employees will be laid off or reduced in rank in reverse order of seniority.

C. Employees laid off due to a reduction in force will be called back to work in seniority order. In situation where an employee is required to move to a lower rank, that employee shall be considered senior in that rank. As laid off employees are called back to work those members assigned to lower ranks will be restored to their former rank in order of seniority as positions become available.

D. Employees must provide and maintain a correct mailing address. Failure to provide a correct address shall result in a forfeiture of any recall right. The employee may remain in layoff status for a total of twelve (12) calendar months. If the employee is not recalled within twelve (12) months or if the employee rejects a position offered to the employee, the City shall have no further employment obligation to the laid off employee and the employee will be terminated.

Article 38. TERMS OF AGREEMENT

The terms and conditions of this Agreement shall continue in full force beginning on the date of execution by both parties and remain in full effect for a period of twenty-four (24) months. 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 twenty (120) calendar days and no later than sixty (60) calendar 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. Twelve (12) months from the date of signature this agreement may be reopened on the limited issue of economics.

Article 39. INDEMNIFICATION

The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by its Board or the Union for the purpose of complying with this agreement.

APPENDIX A

Appendix A

Annual Hours	2000	2190
Step Increase 1-7	1,030	1,030
Step Increase 8-14	1,020	1,020
Step Increase 15-	1,015	1,010

Code	7
Step	1
Hourly	11.74
Per Annum	24,419.20

Salaries	1,715,923.07
Accid	25,833.80
Benefits	748,726.44
Chitike	2,689,983.33
OT	23,955.96
YTD	89,705.21
FY 2010	89,527.82
	3,298,862.32
	2,720,530.00
	578,332.32

Includes \$300

Includes \$300

Range Increase 4.00%

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Hourly	12.21	12.58	12.96	13.35	13.75	14.16	14.58	14.97	15.37	15.78	16.10	16.42	16.75	17.09	17.41	17.76	18.12	18.30	18.68	19.06	19.45
Per Annum	25,642.80	26,416.00	27,190.40	27,964.80	28,739.20	29,513.60	30,288.00	31,062.40	31,836.80	32,611.20	33,385.60	34,160.00	34,934.40	35,708.80	36,483.20	37,257.60	38,032.00	38,806.40	39,580.80	40,355.20	41,129.60

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Hourly	13.21	13.61	14.02	14.44	14.87	15.32	15.78	16.10	16.42	16.75	17.09	17.41	17.76	18.12	18.30	18.68	19.06	19.45	19.84	20.20	20.57
Per Annum	27,741.60	28,584.00	29,426.40	30,268.80	31,111.20	31,953.60	32,796.00	33,638.40	34,480.80	35,323.20	36,165.60	37,008.00	37,850.40	38,692.80	39,535.20	40,377.60	41,220.00	42,062.40	42,904.80	43,747.20	44,589.60

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Hourly	14.29	14.72	15.16	15.61	16.08	16.56	17.06	17.40	17.75	18.11	18.47	18.84	19.22	19.41	19.60	19.80	20.00	20.20	20.40	20.60	20.81
Per Annum	29,828.00	30,729.60	31,631.20	32,532.80	33,434.40	34,336.00	35,237.60	36,139.20	37,040.80	37,942.40	38,844.00	39,745.60	40,647.20	41,548.80	42,450.40	43,352.00	44,253.60	45,155.20	46,056.80	46,958.40	47,860.00

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Hourly	15.34	15.81	16.29	16.78	17.28	17.79	18.20	18.55	18.90	19.25	19.60	19.95	20.30	20.65	21.00	21.35	21.70	22.05	22.40	22.75	23.10
Per Annum	32,213.60	33,196.80	34,180.00	35,163.20	36,146.40	37,129.60	38,112.80	39,096.00	40,079.20	41,062.40	42,045.60	43,028.80	44,012.00	45,000.00	46,000.00	47,000.00	48,000.00	49,000.00	50,000.00	51,000.00	52,000.00

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Hourly	16.47	17.04	17.62	18.21	18.81	19.42	20.04	20.67	21.30	21.94	22.58	23.23	23.88	24.53	25.18	25.83	26.48	27.13	27.78	28.43	29.08
Per Annum	34,598.40	35,678.40	36,758.40	37,838.40	38,918.40	39,998.40	41,078.40	42,158.40	43,238.40	44,318.40	45,398.40	46,478.40	47,558.40	48,638.40	49,718.40	50,798.40	51,878.40	52,958.40	54,038.40	55,118.40	56,198.40

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Hourly	17.64	18.31	18.99	19.68	20.38	21.09	21.81	22.53	23.25	23.97	24.70	25.42	26.14	26.86	27.58	28.30	29.02	29.74	30.46	31.18	31.90
Per Annum	37,041.60	38,254.40	39,467.20	40,680.00	41,892.80	43,105.60	44,318.40	45,531.20	46,744.00	47,956.80	49,169.60	50,382.40	51,595.20	52,808.00	54,020.80	55,233.60	56,446.40	57,659.20	58,872.00	60,084.80	61,297.60

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Hourly	18.94	19.71	20.49	21.28	22.07	22.86	23.65	24.44	25.23	26.02	26.81	27.60	28.39	29.18	29.97	30.76	31.55	32.34	33.13	33.92	34.71
Per Annum	39,566.40	40,881.60	42,196.80	43,512.00	44,827.20	46,142.40	47,457.60	48,772.80	50,088.00	51,403.20	52,718.40	54,033.60	55,348.80	56,664.00	57,979.20	59,294.40	60,609.60	61,924.80	63,240.00	64,555.20	65,870.40

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Hourly	20.36	21.24	22.12	23.00	23.88	24.76	25.64	26.52	27.40	28.28	29.16	30.04	30.92	31.80	32.68	33.56	34.44	35.32	36.20	37.08	37.96
Per Annum	42,153.60	43,603.20	45,052.80	46,502.40	47,952.00	49,401.60	50,851.20	52,300.80	53,750.40	55,200.00	56,649.60	58,099.20	59,548.80	61,000.00	62,450.40	63,900.80	65,351.20	66,801.60	68,252.00	69,702.40	71,152.80

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Hourly	21.91	22.89	23.87	24.85	25.83	26.81	27.79	28.77	29.75	30.73	31.71	32.69	33.67	34.65	35.63	36.61	37.59	38.57	39.55	40.53	41.51
Per Annum	44,803.20	46,468.80	48,134.40	49,800.00	51,465.60	53,131.20	54,796.80	56,462.40	58,128.00	59,793.60	61,459.20	63,124.80	64,790.40	66,456.00	68,121.60	69,787.20	71,452.80	73,118.40	74,784.00	76,449.60	78,115.20

Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Hourly	23.58	24.66	25.74	26.82	27.90	28.98	30.06	31.14	32.22	33.30	34.38	35.46	36.54	37.62	38.70	39.78	40.86	41.94	43.02	44.10	45.18
Per Annum	47,524.80	49,305.60	51,086.40	52,867.20	54,648.00	56,428.80	58,209.60	60,000.00	61,790.40	63,580.80	65,371.20	67,161.60	68,952.00	70,742.40	72,532.80	74,323.20	76,113.60	77,904.00	79,694.40	81,484.80	83,275.20

The following non-union administrative classifications below are shown as reference only, and subject to change by

EXECUTION OF AGREEMENT

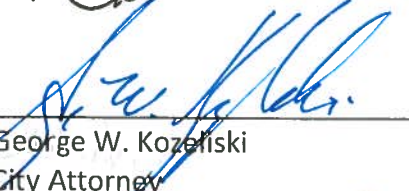
The foregoing Agreement between the Union and the City of Gallup having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

For the City of Gallup:

For the Union:

By: 
City Manager

By: 
Gallup Firefighters Union, Local 4296

By: 
George W. Kozeliski
City Attorney

Attest: 
By: 
Alfred Abeita
City Clerk