

**AGREEMENT  
BETWEEN**

**THE CITY  
OF  
ALAMOGORDO**

**AND THE**

**ALAMOGORDO  
PUBLIC SAFETY  
OFFICERS ASSOCIATION**

**JUNE 28, 2021 – JUNE 30, 2025**

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## **PREAMBLE**

THIS AGREEMENT has been made and entered into between the CITY OF ALAMOGORDO (hereinafter referred to as the "Employer" or the "City") and the ALAMOGORDO PUBLIC SAFETY OFFICERS ASSOCIATION, an affiliate of the New Mexico Coalition of Public Safety Officers ("NMCPSO") (hereinafter referred to as the "APSOA" or the "Association.")

The purpose of this Agreement is to establish wages, hours, and all other terms and conditions of employment for the employees in the bargaining unit described herein pursuant to the Public Employee Bargaining Act ("PEBA"), NMSA 1978, § 10-7E-1 et seq., as the same may be hereafter amended.

### **SECTION 1. SCOPE OF AGREEMENT AND RECOGNITION OF REPRESENTATIVE**

**A.** The bargaining unit of employees covered by this Agreement includes:

(1) Police Department

All regular, full-time, non-probationary police officers through the rank of sergeant.

(2) Fire Department

All Regular, full-time, non-probationary firefighters and fire lieutenants.

**B.** The City recognizes the Association as the sole exclusive bargaining representative in all matters pertaining to wages, hours, working conditions, and other conditions of employment for the employees in the **bargaining** unit described in this "Agreement".

### **SECTION 2. ASSOCIATION RIGHTS**

**A.** The Association shall represent the employees in negotiations and in grievances related to this contract.

**B.** The Association shall be entitled to dues deduction upon presentation of dues deduction authorization cards signed by individual employees.

**C.** The Association shall be the exclusive bargaining representative during the term of this agreement in accordance with the Public Employee Bargaining Act, NMSA 1978, § 10-7E-1 et seq.

**D.** Association officials shall be provided with reasonable access to members of the bargaining unit to discuss grievances, work-related complaints and other matters related to employment

relations as provided by Section 15 of the Public Employee Bargaining Act NMSA 1978, § 10-7E-1 et seq.

- E. The Association may distribute information prior to or immediately following the daily briefing or at any other time or location not prohibited by law. City shall provide space for a bulletin board for the posting of official Association notices and other information, except religious, partisan, derogatory, or discriminatory notices. The bulletin board will not be used to criticize the Association, any Association policies, any Association officials, Management, Management policies or any Management employees or the City.

### **SECTION 3. ASSOCIATION MEMBERSHIP DUES DEDUCTIONS**

- A. Upon receipt of a voluntary authorization dues deduction card executed by an employee who is covered by this bargaining unit, the employee may have membership dues deducted by the City in accordance with the dues levied by the Association in accordance with its constitution and its by-laws. Employees may cancel their dues deduction authorization in accordance with Section 17 of the Public Employee Bargaining Act, NMSA 1978, § 10-7E-1 et seq. at the end of the first pay period following July 1<sup>st</sup> of each year this agreement is in effect, and for a period of ten (10) days following the end of such pay period.
- B. The City agrees to forward to the Association all dues withheld pursuant to valid authorization cards. Dues withheld will be forwarded to the Association each pay period.
- C. Should an issue arise as to the amount deducted, the City's only obligation is to present factual material as to the amount actually deducted. Any adjustment shall be handled strictly between the employee and the Association.
- D. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or any 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.

The City agrees to provide the Association a list of employees in the bargaining unit upon request. The list shall include the employee's name and position and any other information required by Section 15 of the Public Employee Bargaining Act, NMSA 1978, § 10-7E-1 et seq.

### **SECTION 4. INJURY LEAVE WITH PAY**

For an on the job injury resulting in a disability lasting more than seven (7) calendar days, the employee becomes eligible for Worker's Compensation Indemnity or may elect to use accrued PTO leave for the seven (7) days prior to Worker's Compensation being paid by the provider. The employee will then be compensated at a rate not to exceed the difference between Worker's Compensation indemnity received and the employees' base pay, less tax withholding, for a period

not to exceed sixty (60) calendar days within one year from the date of the injury. In the event the temporary disability continues beyond this period, the employee then may use accrued PTO leave. If the injury is determined to be permanent, the employee shall be entitled to receive injury leave with pay until PERA disability payments begin, up to an additional sixty (60) calendar days. PTO leave is accrued during injury leave. Employees must at any time submit to certification by the City's designated physician that the employee's injury requires the employee be absent from work. As a condition of employment, the employee must cooperate with the City in any legal actions to recover damages, benefits, settlements, or in any court action.

- A. Any employee injured in an accident arising out of and in the course of his/her employment or who has acquired an occupational disease as defined by the State of New Mexico Statute shall receive prompt medical attention at the City's expense under the Workers' Compensation Program.
- B. Human Resources is in charge of medical referrals and the investigation, processing, and settlement of claims resulting from injury to an employee. The injured employee shall report all on-the-job injuries within twenty-four (24) hours to their immediate supervisor, if possible, but no later than the time required by New Mexico Workers' Compensation Act. Human Resources will make a report to the State of New Mexico Labor and Industrial Safety Commission and conduct a full investigation if necessary.
- C. Following an injury that requires absence from work for more than three (3) calendar days, an employee must be cleared for return to work by Human Resources, as the City may require a medical examination of the employee by a physician designated by the City. Questions of compensability and settlement of claims from Worker's Compensation shall be referred to the Worker's Compensation Insurers.
- D. The City agrees to continue paying the employer portion of medical benefits while employee is on injury leave with pay.
- E. In the event an employee on-the-job suffers an on-the-job injury, which by its nature cannot heal within sixty (60) calendar days after release from a hospital, or contracts a potentially disabling disease or illness that would temporarily disable the employee beyond the sixty (60) calendar days established in paragraph one, the injury leave with pay may continue for an additional ninety (90) calendar days. An employee that refuses to participate in a City provided Inoculation Program shall not be eligible for the additional injury leave with pay for a disabling disease for which said Inoculation would provide protection.
- F. The City agrees to provide light duty work only as the result of an on-the-job injury after a licensed physician's determination that the employee cannot return to his/her normal duties, and after that physician has defined the employee's limitations and abilities and declares the employee will be able to return to full duty after a specified period of time. Light duty shall be limited to two hundred ten (210) calendar days. Priority will be given to placing the employee within the Alamogordo Police Department or Alamogordo Fire Department, but may be any position within the City for which a vacancy exists. Such assignment will not result in the employee being paid at less than his/her current rate of pay.

- G.** The City agrees to provide light duty work only as the result of an off-the-job injury after a licensed physician's determination that the employee cannot return to his/her normal duties, and after that physician has defined the employee's limitations and abilities and declares the employee will be able to return to full duty after a specified period of time. Light duty shall be limited to sixty (60) calendar days in a COA fiscal year. Priority will be given to placing the employee within Alamogordo Police Department or Alamogordo Fire Department, but may be any position within the City for which a vacancy exists, without creating a new position for the injured employee. Such assignment will not result in the employee being paid at less than his/her current rate of pay.

Nothing in this section prevents the City Manager from extending the terms set forth herein based on medical information that indicates the extension will allow the employee to return to duty.

### **SECTION 5. LAYOFF AND RECALL**

- A.** When it is necessary to have a reduction in the City's work force, employees will be laid off in reverse order of seniority within classification. Seniority for the purposes of Layoff and Recall is defined as full-time regular continuous employment with the City (date of hire) applied to the classification held.
- B.** Employees subject to layoff who have held a prior classification shall have the right to bump to that prior classification provided that the employee is still fully qualified to do the work and the employee has greater seniority in total City employment than the incumbent.
- C.** The City shall notify the affected employee(s) and the Association by letter at least thirty (30) calendar days prior to any reduction in force. The Association will be afforded the opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives. Employees laid off due to reduction in work force will be called back to work by classification in their seniority order.
- D.** Laid off employees have the responsibility of keeping the City informed as to their correct mailing address. The City will advise the employee to be recalled by certified or registered United States mail. A copy of such recall notice will be furnished to the President of the Association. An employee receiving notice of recall, will, within seven (7) working days, acknowledge receipt by certified or registered mail advising the Human Resources Director of the date he/she will be available for service, which available date must not be later than thirty (30) calendar days from the day the employee receives the recall notice. Employees failing to comply with this section forfeit their recall rights. It is understood that the City will have discharged its obligation of notification to laid off employees by having forwarded the recall notice as herein outlined. Employees shall retain seniority held at the time of layoff.
- E.** Employees on layoff status will be terminated one (1) year from the effective date of layoff if they have not been recalled.

## **SECTION 6. LEGAL PROTECTION**

- A.** Should a public employee covered by this agreement be sued in a civil action for any allegations arising out of the course and scope of the bargaining unit employee's employment, the City will defend and indemnify the employee pursuant to the requirements of the New Mexico Tort Claims Act, Section 41-4-1 et. seq., NMSA, as amended.
- B.** It is understood by the parties that it is against public policy to defend a public employee in a criminal suit once the bargaining unit member is indicted for a criminal act.
- C.** In the event a public employee covered by this agreement is sued in a civil action in which punitive damages are alleged, and the employee was not personally served with the summons and complaint, it shall be the duty of the City to notify the employee in writing through delivery of a copy of the complaint within 10 days of receipt of the suit by the City Attorney. This provision shall only apply to suits filed after the effective date of this agreement.
- D.** Any public employee covered by this Agreement for whom the City provides a defense shall cooperate fully with the City for the duration of the litigation, including any and all appeals.
- E.** For the purpose of this section and agreement, the phrase "course and scope of duty" means the lawful acts in which the public employee covered by this Agreement is requested, required, or authorized to perform by the City.

## **SECTION 7. LOST OR STOLEN PROPERTY**

- A.** Bargaining unit employees who have lost, damaged or have had City property stolen in the line of duty, regardless of the costs, will not be required to reimburse the City, with the exception of behavior deemed by the Department Chief to be negligent or blameworthy carelessness. Lost or damaged City Property, in the absence of negligence, shall be replaced by the City to the bargaining unit member.
- B.** The City will reimburse a bargaining unit employee up to the replacement cost for personal property (health aids such as prescription eyeglasses or contact lenses, false teeth, hearing aids, prosthesis, or any required equipment, as determined by the Department Chief), damaged in the line of duty as a result of a direct deliver of service.
- C.** The incident must not be determined to be due to the bargaining unit employee's own negligence.
- D.** All instances of lost, damaged, or stolen property will be reported to the bargaining unit employee's supervisor on duty, in writing, at the time of occurrence or before the end of the shift. Failure to notify the supervisor may negate any claim for replacement absent mitigating circumstances.

- E. Where practicable, damaged property shall be presented to the Department for inspection, prior to replacement and shall be turned in for destruction at the time of replacement.
- F. All members of the bargaining unit shall be responsible for the safekeeping of all equipment provided by the Department. Any member who fails to safeguard any such equipment or who willfully destroys the equipment may be charged for replacement on a fair "wear and tear" basis.

### **SECTION 8. PERFORMANCE EVALUATIONS**

- A. Any bargaining unit employee may review a negative performance evaluation through the chain of command up to the Department Chief.
- B. The bargaining unit employee may document his/her point of view on any evaluation. Such documentation will be in writing and will be made a part of his/her personnel file.
- C. Bargaining unit employees shall be required to sign the performance evaluation to acknowledge its receipt, but the bargaining unit employee's signature shall not be deemed to indicate that he/she concurs with the performance evaluation.
- D. The bargaining unit employee's evaluation shall be completed as provided by Section 4-2 of the City's Employee Manual, as the same may be hereafter amended.
- E. Personnel files for bargaining unit employees who are law enforcement certified shall be governed by Section 7 of the Peace Officer's Employer-Employee Relations Act, NMSA 1978, § 29-14-1 et seq.

### **SECTION 9. BEREAVEMENT LEAVE**

- A. The City shall allow up to three (3) consecutively scheduled work days of bereavement leave for bargaining unit members who sustain a death in their immediate family for the purpose of attending the funeral.
- B. The amount of bereavement leave allowed up to the limits specified will be at the discretion of the Department Chief in each instance.
- C. The "immediate family" for the purpose of this provision is defined as: spouse, domestic partner, children, brother, sister, parent, grandchild, grandparent, step, half, and in-law relatives of the same, and any other person deemed as immediate family at the recommendation of the Department Chief and upon approval of the City Manager.
- D. Any member who must travel 500 miles or more one way will be allowed two additional scheduled work days of Bereavement Leave for a total of five consecutively scheduled work

days during any one instance.

- E.** Should a covered employee take other leave to be present with an immediate family member and the family member passes during this leave, the employee may then utilize the bereavement leave retroactively.
- F.** For purposes of this section, intervening scheduled days off shall not be counted against the total bereavement leave allotment. By way of example, a patrol officer working the work shift of three days on, two days off and two days on who takes bereavement leave commencing with the second regularly scheduled work day of the three days on segment of the work shift would be allowed bereavement leave for the second and third regularly scheduled work days along with the first and second days of the next regularly scheduled two days on.
- G.** Employees may use additional PTO leave or leave without pay, at the option of the employee and with the Department Chief's approval. Documentation of death may be required.

#### **SECTION 10. FAMILY LEAVE**

Family leave will be administered in accordance with the Family Medical Leave Act and the City Employee Manual.

#### **SECTION 11. EMPLOYEE PERSONNEL FILE**

- A.** A copy of any material pertaining to an employee's performance or to disciplinary actions to be placed in the employee's personnel file must be presented to the employee for signature and review.
- B.** All employees shall be allowed to review the contents of their personnel file, during normal working hours (8:00 A.M. to 5:00 P.M.) Reasonable requests for copies of documents in the file shall be honored.
- C.** The personnel file kept by the Human Resources Office is the official employee file.
- D.** Departmental working files may be viewed upon request to the Department Chief.
- E.** Human Resources Department files are permanent records of an employee's performance with the City. Such files will not be purged, except as provided by law.
- F.** Personnel files for law enforcement certified personnel shall be governed by Section 7 of the Peace Officer's Employer-Employee Relations Act, NMSA 1978, § 29-14-1 et seq.

## **SECTION 12. DISCIPLINARY ACTION**

- A.** Bargaining unit employees may be subject to discipline for any violation of the City's Employee Manual, or Department-specific rules (i.e. standard operating procedures).
- B.** Bargaining unit employees will be subject to disciplinary action only for just cause.
- C.** Disciplinary actions include written reprimands, demotions, suspensions, or terminations.
- D.** Bargaining unit employees may be subject to additional corrective action, including, without limitation, verbal warnings, verbal counseling, or written warnings, but such actions are not disciplinary in nature.
- E.** Any disciplinary action shall be subject to the grievance procedure provided in this Agreement.

## **SECTION 13. HOURS OF WORK/WORK PERIOD**

### **A. Patrol Officers.**

- 1. The normal work day for every patrol officer, through the rank of Sergeant, shall be twelve (12) hours. Regular hours of work each day shall be consecutive. It is understood that the beginning time for each 12-hour shift may be adjusted at the discretion of the shift supervisor upon five days' notice unless exigent circumstances warrant shorter notice. Scheduling errors by management do not constitute exigent circumstances.
- 2. The work period for every patrol officer, through the rank of Sergeant, shall consist of eighty-four (84) hours in a fourteen (14) consecutive day period.
- 3. The work schedule for all police officers, through the rank of Sergeant, assigned to patrol duties shall consist of a seven (7) day work schedule during a fourteen (14) day period. During the fourteen (14) day period, each officer shall work two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, and three (3) days off.
- 4. Police officers shall be divided among two different scheduling groups (Watch A and Watch B), each of which will maintain this same schedule but will start the repeating cycle on a different week.
- 5. Each patrol officer, through the rank of Sergeant, shall be permitted to take up to a 45-minute meal break while on duty, as time permits. Meal breaks shall be compensated and shall count as hours worked.
- 6. The following table exemplifies the above described schedule:

Patrol

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Work	Work	Off	Off	Work	Work	Work
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Off	Off	Work	Work	Off	Off	Off

- B. Specialty Positions.** The Department Chief shall recommend to the City Manager who shall be assigned to specialty and administrative positions. Only those specialty positions listed in Section 25 shall receive specialty pay.
- C. Non-Patrol Sergeants and Police Officers.** The work schedule for sergeants without patrol supervisory responsibility and non-patrol police officers shall be forty (40) hours comprised of either 8-hour or 10-hour shifts.
- D. Firefighters.** Work schedules will consist of periods of work with fixed starting and ending dates or times. The work schedule for all firefighters shall be:
  - 1. 24 hours on, and 48 hours off. Firefighters work 4 or 5 days per pay period, as applicable.
  - 2. The work period for all Firefighters through the rank of Lieutenant shall be either ninety-six (96) or one hundred twenty (120) hours with overtime being paid for hours worked over one hundred six (106) hours in a fourteen (14) consecutive day period.
- E.** Management reserves the right to make temporary changes to work schedules as necessary.

**SECTION 14. FIREFIGHTERS SLEEP TIME**

- A.** Normally scheduled sleep time will be 2200 hours until 0600 hours the following day for Firefighters and Fire Lieutenants except when there is a call for service.

**SECTION 15. STANDBY TIME**

- A.** Employees who are required by their supervisor and scheduled to be "on standby", meaning accessible by telephone or pager, and to return to duty when called, shall be compensated at the rate of one (1) hour of their usual pay for every twenty-four (24) hours on call. Duties actually worked in response to calls shall be compensated at regular time or overtime as applicable. When an employee is required to work overtime at hours not adjacent to the employee's normal work hours, a minimum of one-hour compensation will be paid.
- B.** Police officers assigned to the Criminal Investigations Division (i.e. Detectives) who are designated on standby time or on-call status shall be assigned to such status on a rotating

weekly basis, and shall be paid seven (7) hours for each week the officer is on stand-by or on-call.

- C. This section shall be construed and administered in accordance with the Fair Labor Standards Act, as the same may be hereafter amended, including 29 C.F.R. § 553.221.

### **SECTION 16. COURT TIME**

Bargaining unit employees, who are called in Off Duty for actual court matters, including MVD hearings or pretrial conferences, will receive a minimum of one (1) hour of overtime or compensatory time at one and one-half (1½) their regulator rate. Bargaining unit employees will continue to be paid or accrue compensatory time at a rate of one and one-half (½) times their regular rate for all time required in court, MVD hearings or pre-trial conferences beyond one (1) hour. Court time shall be considered time worked for regular compensation and overtime compensation purposes.

### **SECTION 17. OVERTIME**

- A. **"Time Worked" Defined:** The following provision constitutes the understanding of the parties with respect to defining time worked for the purpose of determining the number of hours required for overtime compensation eligibility. "Time worked" for all members of the bargaining unit except Firefighters shall include all hours actually spent performing the duties of the assigned job, rounded up or down to the next quarter hour, and court time, but explicitly excludes PTO leave, holiday leave, compensatory time, disciplinary action, or workers' compensation. "Time worked" for Firefighters and Fire Lieutenants shall include all hours actually spent performing the duties of the assigned job plus sleep time, rounded to the next quarter hour, and explicitly excludes PTO leave, holiday leave, compensatory time, disciplinary action, or workers' compensation.
- B. **Police Officers.** Except as provided below, members of the bargaining unit who are assigned to and perform the duties of a patrol officer, including those members who hold the rank of sergeant, shall earn overtime at one and one-half (1½) their regular rate of pay when working more than 84 hours in a 14 consecutive day period.
- C. **Specialty and Administrative Positions.** Members of the bargaining unit assigned to specialty and administrative positions, including those members who hold the rank of sergeant, shall earn overtime at one and one-half (1½) their regular rate of pay when working more than 40 hours in a 7 consecutive day period.
- D. **Firefighters and Fire Lieutenant.** Members of the bargaining unit who are assigned to and perform the duties of a Firefighter or Fire Lieutenant shall earn overtime at one and one-half (1½) their regular rate of pay when working more than 106 hours in a 14 consecutive day period.

## **SECTION 18. SAFETY PROGRAM**

The City and the Association agree to use their best efforts to promote and provide a safe work environment. The City's Safety Committee will consist of equal union and management representation. Safety equipment and devices deemed appropriate by the City will be furnished and maintained by the City and all employees represented by Association agree to properly use said devices and equipment.

## **SECTION 19. GRIEVANCE AND ARBITRATION PROCEDURE**

- A. Upon agreement by both the City and the bargaining unit member, the bargaining unit member's representative shall be allowed to address the grievance/appeal on the bargaining unit member's behalf.
- B. As a condition of employment, employees are required to appear as witnesses in grievance hearings when requested by the City.
- C. Employees called as witnesses during time off shall be paid in accordance with the Fair Labor Standards Act (FLSA) by the City for the time spent at the hearing.
- D. Grievance is defined as a misinterpretation, misapplication, or violation of a specific subsection of an article of this agreement. Disciplinary actions involving a written reprimand, suspension, or termination may also be grieved under this procedure.
- E. The following are considered non-grievable:
  - 1. Lay-offs;
  - 2. Changes in policies and procedures;
  - 3. Performance evaluations;
  - 4. Promotions;
  - 5. Changes in duty stations or shifts;
  - 6. Matters mandated by City, State, and/or Federal law;
  - 7. Matters in which the City is without authority to act; and/or
  - 8. Other matters of inherent management rights, unless they are directly related or a direct consequence of a grievable matter.
- F. The grievance must be in writing and shall include:
  - 1. Identification of the specific Article, subsection, and language in the Agreement that is alleged to have been violated;
  - 2. Identification of the action or inaction that generated the grievance;
  - 3. The management employee(s) involved in the alleged violations;

4. The date of the alleged violation;
  5. The specific relief requested; “to be made whole” is not an acceptable specific relief and;
  6. The grievance must be signed and dated by the employee and the employee’s representative, if the employee elects to be represented.
- G. “Working days” is defined as days the City administrative office are open for business.
- H. Failure to submit a grievance within five (5) working days following the discovery of the act, or the condition which gave rise to the grievance, 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. Either the Union or employee may drop the grievance at any Step.
- I. Grievance Steps:
1. Step 1. The initial filing of a written grievance shall be with the Department Director or designee with a copy to the Human Resources Director, and shall occur within five (5) working days of the commission or omission of the act that generated the grievance.
  2. Step 2. Within five (5) working days of filing the grievance with the Department Director, a meeting between the aggrieved employee and the Director will be scheduled at a mutually agreed date and time. The Director will have five (5) working days from the date of the meeting to respond to the aggrieved employee in writing. If the grievance is not resolved with the Department Director’s decision, the grievance may be appealed to the City Manager or designee by filing the appeal in writing, to the Human Resources Director, within five (5) working days of the Department Director’s decision.
  3. Step 3. Within five (5) working days of filing the grievance with the City Manager, a meeting between the aggrieved employee and the City Manager will be scheduled. The City Manager will have five (5) working days from the date of the meeting to respond to the aggrieved employee in writing. If the grievance is not resolved with the City Manager’s decision, within ten (10) working days, the grievant or representative may advance the grievance to arbitration. The grievant or representative, may submit a written request for an unrestricted regional list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) within ten (10) working days of City Manager or designee’s decision. The request to the FMCS shall include notice to the City’s Human Resources Director.
    - a. Within ten (10) working days of receipt of the list of arbitrators from FMCS, the parties shall meet to select an arbitrator. The parties will alternate striking names on the list until only one name remains. The remaining name shall be

the arbitrator. The party to strike the first name shall be the grievant.

- b. If an issue of arbitrability exists, the Arbitrator shall determine such issues through the filing of pre-hearing briefs prior to scheduling the hearing on the merits. If the Arbitrator determines the grievance to be arbitrable, the party who raised the issue of arbitrability shall file for another arbitrator panel to hear the merits of the grievance. Such request for a second panel shall be filed within five (5) workdays of receipt of the Arbitrator's decision on arbitrability.
  - c. The Arbitrator is limited to interpreting and applying the language in the agreement. The Arbitrator shall not add to, subtract from, or alter the Agreement in any way, nor shall the Arbitrator substitute his/her discretion for the City where such discretion is retained by the City.
  - d. The decision of the Arbitrator shall be final and binding on the parties and considered a decision under compulsory arbitration of the New Mexico Uniform Arbitration Act.
  - e. The Arbitrator's charges for services and expenses shall be shared equally by the parties.
  - f. Each party is responsible for its representation and witness costs.
  - g. This is the only grievance procedure available to the bargaining unit concerning the collective bargaining agreement and shall be the sole and exclusive method for resolving any and all claims arising from the alleged violation of this agreement or a grievance of disciplinary action where applicable.
- J. For the details governing detailed procedures refer to the City of Alamogordo Employee Manual.
- K. Any of the time limits outlined within the grievance process may be extended upon mutual agreement.

## **SECTION 20. INTERNAL AFFAIRS**

To insure that investigations by the Internal Affairs Unit are conducted in a manner conducive to public confidence, good order, discipline, good management practices, and recognizing the individual rights of each member of the police department, any administrative investigation will be done in accordance to the New Mexico Peace Officer's Employer-Employee Relations Act, Sections 29-14-1 to 29-14-11 NMSA 1978, et seq., as amended for those bargaining unit members covered by the Act.

**SECTION 21. PTO (PAID TIME OFF)**

- A. Except as otherwise provided in this agreement, Paid Time Off (PTO) shall accrue and be used in accordance with the City of Alamogordo Employee Manual.
- B. Leave is any authorized absence, with or without pay, during regularly scheduled work hours, which is approved by the proper authority.
- C. PTO is available to cover employees needs for time away from work for vacation, sickness, or to handle personal affairs.
- D. Requests for leave will be approved, denied, and governed through the chain of command.
- E. The charts below will serve as the accrual rates for PTO.

**APSOA PTO ACCRUAL CHART**

(1) 80 Hour Pay Period

<b>Full Years of Service</b>	<b>8 Hour Schedule</b>	<b>Total Annual Hours</b>	<b>Accrual Per Pay Period</b>	<b>Carry Over Max</b>	<b>Conversion Max</b>	<b>Minimum Balance</b>
0-5 Years	8	168	6.46	480	80	240
6 Years	8	176	6.77	480	80	240
7 Years	8	184	7.08	480	80	240
8 Years	8	192	7.38	480	80	240
9 Years	8	200	7.69	480	80	240
10-15 Years	8	208	8.00	480	80	240
16 Years	8	216	8.31	480	80	240
17 Years	8	224	8.62	480	80	240
18 Years	8	232	8.92	480	80	240
19 Years	8	240	9.23	480	80	240
20 Years & Up	8	248	9.54	480	80	240

(2) 80 Hour Pay Period

<b>Full Years of Service</b>	<b>10 Hour Schedule</b>	<b>Total Annual Hours</b>	<b>Accrual Per Pay Period</b>	<b>Carry Over Max</b>	<b>Conversion Max</b>	<b>Minimum Balance</b>
0-5 Years	10	168	6.46	480	80	240
6 Years	10	176	6.77	480	80	240
7 Years	10	184	7.08	480	80	240
8 Years	10	192	7.38	480	80	240
9 Years	10	200	7.69	480	80	240
10-15 Years	10	208	8.00	480	80	240
16 Years	10	216	8.31	480	80	240
17 Years	10	224	8.62	480	80	240
18 Years	10	232	8.92	480	80	240
19 Years	10	240	9.23	480	80	240
20 Years & UP	10	248	9.54	480	80	240

(3) 84 Hour Pay Period - Police

<b>Full Years of Service</b>	<b>12 Hour Schedule</b>	<b>Total Annual Hours</b>	<b>Accrual Per Pay Period</b>	<b>Carry Over Max</b>	<b>Conversion Max</b>	<b>Minimum Balance</b>
0-5 Years	12	252	9.69	690	120	350
6 Years	12	264	10.15	690	120	350
7 Years	12	276	10.62	690	120	350
8 Years	12	288	11.08	690	120	350
9 Years	12	300	11.54	690	120	350
10-15 Years	12	312	12.00	690	120	350
16 Years	12	324	12.46	690	120	350
17 Years	12	336	12.92	690	120	350
18 Years	12	348	13.38	690	120	350
19 Years	12	360	13.85	690	120	350
20 Years & UP	12	372	14.31	690	120	350

(4) 24 Hour Shifts – Firefighters

<b>Full Years of Service</b>	<b>24 Hour Schedule</b>	<b>Total Annual Hours</b>	<b>Accrual Per Pay Period</b>	<b>Carry Over Max</b>	<b>Conversion Max</b>	<b>Minimum Balance</b>
0-5 Years	24	328.61	12.64	800	120	324
6 Years	24	341.39	13.13	800	120	324
7 Years	24	354.09	13.62	800	120	324
8 Years	24	366.83	14.11	800	120	324
9 Years	24	379.56	14.60	800	120	324
10-15 Years	24	392.31	15.09	800	120	324
16 Years	24	405.04	15.58	800	120	324
17 Years	24	417.79	16.07	800	120	324
18 Years	24	430.52	16.56	800	120	324
19 Years	24	443.26	17.05	800	120	324
20 Years & UP	24	456	17.54	800	120	324

- F. For non-shift employees, when a legal holiday that would have been a regular work day for the employee occurs during PTO, it shall not be charged as PTO leave but as a holiday. Hours worked in addition to the regularly scheduled workweek will not entitle an employee to additional PTO benefits. Pay period accrual is based on a regular schedule of work hours.
- G. PTO requests shall be considered on a first-come first-served basis. Leave will be granted on the basis of the work requirement as a priority, but whenever possible on the wishes of the employee. If two or more employees submit a request for PTO at the same time for the same time period, approval will be granted on the basis of seniority by classification within the work unit and shift assignment, as staffing levels provide. Management has the discretion to approve the use of PTO to more than one (1) employee when more than one (1) employee requests the same days off.
- H. Employees terminating either voluntarily or involuntarily are entitled to compensation for accrued PTO after five (5) years of employment up to 360 hours except under the conditions outlined in Section I.
- I. Upon termination of employment for reasons not covered in Section H (death, retirement) an employee or their beneficiary will be paid for up to 480 hours accrued PTO upon their retirement date through PERA. Payment for unused PTO shall be at the employee's regular rate of pay at the time of termination.
- J. The use of PTO upon resignation will be solely at the discretion of the Department Director.

Excess hours of PTO over the limits provided in Sections H and I above will be forfeited upon separation.

- K. Advanced pay may be obtained by an employee per the City of Alamogordo Employee Manual.
- L. Employees who donate PTO or request PTO Conversion(s), will do so in accordance with the City of Alamogordo Employee Manual.

## **SECTION 22. HOLIDAY PAY**

- A. The following days shall be observed as holidays for employees who work shift work:

- New Year's Day – January 1<sup>st</sup>
- Martin Luther King, Jr. Day – 3<sup>rd</sup> Monday in January
- President's Day – 3<sup>rd</sup> Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4<sup>th</sup>
- Labor Day – 1<sup>st</sup> Monday in September
- Veterans Day – November 11<sup>th</sup>
- Thanksgiving – 4<sup>th</sup> Thursday in November
- Day After Thanksgiving
- Christmas – December 25<sup>th</sup>

For employees assigned to work shifts (Days, Swings, Nights) such as Patrol Officers, Patrol Sergeants, and Fire service personnel, for purposes of determining holiday pay, the observed holiday as listed above will be deemed to start at 0700 hours on the day of the observed holiday and end twenty-four (24) hours later at 0700 hours.

The following apply to all employees regardless of the scheduled hours:

- B. When a holiday falls on a day that the employee is scheduled to work, the employee will receive the day off when the Department Chief determines this to be possible and the employee will be paid his or her regular hourly rate for the number of hours they were scheduled to work that day.
- C. Except for employees assigned to work shifts, when a holiday falls on a day that the employee is scheduled to work and the Department Chief determines it is not possible for the employee to have the day off, the employee will be compensated for the entire time he or she works on the observed holiday at two and a half (2.5) times their regular rate of pay. For employees assigned to work shifts (Days, Swings, Nights) such as Patrol Officers, Patrol Sergeants, and Fire service personnel, holiday pay shall only be paid to an employee whose shift starts on or after 0700 hours on the day of the observed holiday and ends before 0700 hours on the following calendar day.
- D. All employees not scheduled to work on the **actual** holiday, but who are called into work on

the **actual** holiday, will be compensated at two and a half (2.5) times their rate of pay for all time worked, but for a minimum of one (1) hour on the actual holiday. For example, if Christmas Day is Sunday, December 25, the Detective Sergeant is usually off on Sunday and would receive holiday pay and the day off on Monday. If the Detective Sergeant is called out on Sunday, the actual Christmas holiday, they would receive two and a half (2.5) times their regular rate of pay for all time they work on the **actual** holiday.

### **SECTION 23. BILINGUAL PAY**

- A.** Only those languages recommended by the Department Chief, and approved by the City Manager, as adding to the increased productivity and efficiency of the Department will be considered for Bilingual Pay.
- B.** Human Resources will establish the standards for certification of bilingual proficiency. Only those showing proficiency, established by Human Resources, will be given Bilingual Pay.
- C.** Employees receiving Bilingual Pay may be asked to test annually to assure continued proficiency.
- D.** Employees certified by Human Resources as meeting all of the above criteria will receive \$.31 per hour during the time they are serving in that capacity. When they cease to serve in that capacity they will revert to their base pay level.

### **SECTION 24. EDUCATION INCENTIVE**

Employees covered under the terms of this contract are not eligible for tuition assistance.

In lieu of this assistance, subject to the availability of funds, employees covered under the terms of this contract that possess a post-secondary degree in education, business, management, social sciences, criminal justice, etc. and that demonstrates a benefit to the City from an accredited university, or would meet the qualifications or requirements for other employment opportunities with the City will receive a financial incentive in December of each year. The determination for applicability of the degree will be at the discretion of Human Resources. Only one incentive will be paid per year based on the highest held degree that is applicable as determined by Human Resources.

The incentives are as follows:

Associates Degree \$100/year  
Bachelors Degree \$250/year

In order to receive the educational incentive, a copy of the certified, original transcript confirming the degree must be provided to Human Resources prior to November 15<sup>th</sup> to qualify for the incentive. Proof of degree need only be provided upon initial implementation of the incentive for each employee.

## SECTION 25. FINANCIAL PACKAGE

### A. Wages/Salary

Bargaining Unit Members will receive an amount equal to any across the board increase approved by City Commission for non-represented employees beginning with Fiscal Year 2022 and for the remaining life of this agreement.

**B. Specialty Pay.** Effective the first day of the first pay period following ratification and execution of this agreement by both parties, Police Officers assigned to the specialty positions of detective, detective sergeant, training officer, narcotics agent, narcotics sergeant, field training officer (FTO), training sergeant, community relations officer, K-9 Officer, CIT (Crisis Intervention Officer) and school resource officer shall be advanced by 3.023% during the period of such assignment. No police officer, regardless of rank and regardless of the number of specialty assignments, shall receive pay for more than one (1) specialty assignment. The additional compensation shall be paid only during the period of such assignment. Police Officers receiving the Specialty Pay will be returned to their regular rate of pay based on their classification when the reassignment as a specialist is ended.

### C. Benefits

1. **Group Health Insurance.** The City has group medical insurance plans that are offered to City employees. The employee will be advised of the plans at the employee orientation. The City will pay 60% of the group medical premiums on the plans offered by the City. The employee who chooses to participate in these plans will pay the remaining 40% of the cost of the plans.
2. **PERA Contribution.** The City shall continue to make the increased contribution for Members of the Association covered by PERA Municipal Police Plan 5 and Municipal Fire Plan 5 as specified in Resolution No. 2000-23.
3. **Recreational Facilities Benefit.** Service Benefits will be administered in accordance with the City of Alamogordo Employee Manual.

**D. Recruitment Incentive Payments.** In an effort to attract and retain certified police officers, the parties agree that those eligible Police Officers will be provided monetary incentives by the City as set forth herein:

1. Effective the first day of the next pay period following a certified police officer's first (1<sup>st</sup>) anniversary date or probation end date, whichever is later, with the City who held a current and valid certification as a police officer and who was previously certified and employed full-time as a certified police officer for at least one (1) year by a law enforcement agency, other than the Alamogordo Police Department, subject to the conditions contained herein, shall be eligible for a Recruitment Incentive totaling up to five thousand dollars (\$5,000). Incentive to be paid in increments not exceeding \$1,000 beginning the first day of the next pay period following a police officer's anniversary date or probation end date, whichever is later and each first day of the next pay-period following the police officer's anniversary

date, up to a maximum of five (5) years and \$5,000.

2. To qualify for the Recruitment Incentive, the Police Officer must commit, in writing, to remain employed with the Alamogordo Police Department in the capacity of a Police Officer for a period of five (5) years.
3. No individual shall be eligible to receive the incentive if the individual was previously employed as a Police Officer with the City of Alamogordo unless at least thirty-six (36) months have lapsed from the last date of employment with the City, as measured on the date on which the individual submits an application for employment to the City. In no case shall a returning previously employed Police Officer be eligible to receive more than one Recruitment Incentive. If an eligible Officer terminates prior to receiving the full \$5,000, the Recruitment Incentive not earned, will be forfeited and the officer will not be eligible for the remaining balance if re-employed.

**E. Uniform/Equipment Allowance.**

1. All bargaining unit employees, other than those assigned to the Detective Division, shall receive up to \$150.00 annually in the form of a purchase order for the purchase of duty equipment. Purchase orders will be issued to vendors approved by the City for purchase of equipment.
2. Police Officers and Police Sergeants assigned to the Detective Division of the Police Department after ratification of this Agreement shall receive up to \$200 in the form of a purchase order upon their initial assignment to Detective, and \$150 in the form of a purchase order each year thereafter for the purchase of plain-clothes in lieu of issued uniforms.
3. All such clothing shall be subject to approval by the Police or Fire Chief as appropriate.
4. The Department shall continue to issue plain-clothes officers one uniform annually.
5. Purchase orders will be obtained for eligible employees each July.
6. No bargaining unit employee shall receive more than \$150 annually for this purchase order, with the exception of the one-time, \$200 initial purchase order to Detectives.

All equipment or gear directly paid for out of City funds shall remain the property of the City and shall be properly cared for by the individual to whom it is issued, and shall revert to the department upon the employee's separation from service, or upon replacement of the item.

**F. Fire Fighters and Fire Lieutenants Specialty Pay**

The following are considered specialty positions for Firefighters through the rank of Lieutenant:

1. Hazardous Materials Technician;
2. Fire Investigator;
3. Airport Rescue Firefighting;
4. Technical Rescue; and/or
5. Air Management (Self Contained Breathing Apparatus (SCBA) Specialist).

Effective the first day of the first pay period following ratification and execution of this agreement by both parties, Firefighters and Fire Lieutenants assigned to the specialty positions, shall be advanced by two (2) percent of their current hourly base rate during the period of such assignment. Firefighters and Fire Lieutenants who have more than one certification shall receive specialty pay of five (5) percent of their current hourly base rate during the period of such assignment. Specialty pay shall begin with the first day of the first full pay period following certification, or receipt of the official certificate to the City, whichever is later. The additional compensation shall be paid only during the period of such assignment. Firefighters and Fire Lieutenants receiving the Specialty Pay will be returned to their regular rate of pay based on their classification when the reassignment as a specialist is ended. To be eligible for specialty pay a Fire Fighter or Fire Lieutenant must be assigned to the specialty unit(s) by the Fire Chief.

## **SECTION 26. PHYSICAL FITNESS PAY**

All employees covered by the agreement will be eligible for a physical fitness incentive based on base pay. The amount of the hourly incentive will be as specified in the charts outlined below. However, the maximum incentive amount is 4% of hourly base pay. The hourly incentive will become effective the first pay period after July 1, of each year or the first full pay period after the physical fitness test is passed if the member passes the test after the beginning of the fiscal year. This incentive expires on the last pay period of the fiscal year. The physical fitness testing is voluntary and the incentive will not be given to employees who do not satisfactorily complete the agreed upon standards. It is the intent of this Section that bargaining unit employees who have re-certified their physical fitness prior to the commencement of any succeeding fiscal year shall not have lapse in this incentive pay.

The City will conduct a minimum of one physical fitness test during the first quarter of each calendar year. Nothing herein prevents additional make up tests being done at the discretion of the Department Chief at any time during the year for any covered employees.

Any member of the Association who loses their physical fitness incentive pay as a result of a work-related injury shall be permitted to test within thirty (30) days of receiving the appropriate release from their attending physician. Provided the member satisfactorily completes the required

standards, the member shall begin receiving the incentive the first full pay period after successfully passing the test. Exceptions as to the time limit may be allowed upon mutual agreement between the Association and the Department Chief.

Prior to testing, each member of the bargaining unit wishing to participate must provide a medical release authorizing participation in the physical fitness test. This medical release will be at the expense of the member and the medical release must have been acquired within the previous twelve (12) months from the test date. If a member experiences an event since they last received a medical release that could affect their ability to safely perform the test, a new medical release will be required.

The physical fitness test is on a two-tiered, pass-or-fail system and minimum standards are as follows:

The method for testing and each evolution will be agreed upon in writing between Department Chief and APSOA President prior to testing. The Physical Fitness testing standards will no longer include age and gender factors. Other requirement standards for this incentive are still under negotiation with the Association. See addendum for an example of the proposed elements. The Police Physical Fitness test will be developed by mutual agreement of the Police Chief and Association, and shall include 6-8 testing stations. Should an agreed upon test not be accomplished prior to January 1, 2017, the testing standard shall revert back to the testing elements previously provided for in this agreement.

The Physical Fitness testing standards for Firefighters and Fire Lieutenants shall be equivalent to the current Modified CPAT, subject to future changes as standards or needs require. The Modified CPAT must be completed successfully in seven (7) minutes to be eligible for a Tier 1 rate of two (2) percent Physical Fitness Pay incentive, and in six (6) minutes for a Tier 2 rate of four (4) percent Physical Fitness Pay incentive.

Compensation for Physical Fitness shall be as follows:

Tier 1: Two (2) percent increase of current hourly base rate.

Tier 2: Four (4) percent increase of current hourly base rate.

## **SECTION 27. SAVINGS CLAUSE**

Should any part of this Agreement or any provision contained herein be declared invalid by any tribunal of competent jurisdiction, or any statute or regulation of the United States or the State of New Mexico, the validity of the remaining portions shall not be affected. Should this occur, the parties will immediately meet to negotiate a suitable provision to replace the provision held invalid.

## **SECTION 28. TERM OF AND ENTIRE AGREEMENT**

- A. It is understood and agreed by and between the parties hereto that this Agreement is the only existing Agreement between the parties and replaces any and all previous Agreements. The matters within this agreement may be only amended during the term of the agreement by mutual written agreement in the form of a Memorandum of Understanding (MOU).
- B. The term of this Agreement shall commence on June 28, 2021 and shall remain in full force and effect until June 30, 2025 or until a successor Agreement is ratified by both Parties, whichever is later. In the event that the City and the Association fail to secure a successor Agreement prior to the expiration date of this Agreement, this Agreement shall remain in full force and be effective during the period of negotiation. Provided, however, no increases in compensation shall occur after June 30, 2025. The City will continue to provide the agreed upon duty gear, boot allowance and other benefits, such as health insurance coverage, during the period of negotiation.
- C. The Association may seek an Economic reopener in the event of an unforeseen economic issue or concern on or about April 1, 2023.
- D. Any Agreement provision by the Employer and the Association that requires the expenditure of funds shall be contingent upon the specific appropriation for wages and benefits by the Governing Body and the availability of funds.

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives on this 11<sup>th</sup> day of May, 2021.

**CITY OF ALAMOGORDO  
NEW MEXICO**

**ALAMOGORDO PUBLIC SAFETY  
OFFICERS ASSOCIATION**

  
\_\_\_\_\_  
Brian Cesar, City Manager

  
\_\_\_\_\_  
Rodney Scharmack, President, APSOA

**ATTEST:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Rachel Hughes, City Clerk

  
\_\_\_\_\_  
Petria Bengoechea, City Attorney

**APPENDICES**

**APPENDIX A – SECTION 25. FINANCIAL PACKAGE**

**THE CITY OF ALAMOGORDO**

**AND THE**

**ALAMOGORDO PUBLIC SAFETY OFFICERS ASSOCIATION**

- A.** Effective June 28, 2021 and after ratification of this agreement by the Association and approval by the City Commission, bargaining unit members shall be placed into the appropriate pay scale provided below based on their corresponding year(s) service with the Department and without loss of pay should a bargaining unit members current base pay be above the pay rate in the pay scale below for the appropriate corresponding years with the Department.
  
- B.** The below pay scale includes the .50 cent across the board increase approved by Commission for June 28, 2021. It is not the intent of this section that bargaining unit employees will receive placement into the pay scale plus an additional .50 cent increase.
  
- C.** Placement into the pay scale is one time only and is not intended to provide movement for subsequent years of service.
  
- D.** Police Department
  - 1.** Police Officers

<b>Step</b>	<b>Years with Department</b>	<b>Pay</b>
P1	less than one year (probationary, non-certified)	\$18.70
P2	1 year to 2 years (or start of certification)	\$19.90
P3	2 years to 3 years	\$20.18
P4	3 years to 4 years	\$20.47
P5	4 years to 5 years	\$20.76
P6	5 years to 7 years	\$21.55
P7	7 years to 9 years	\$22.37
P8	9 years to 11 years	\$23.22
P9	11 years to 13 years	\$24.11
P10	13 years to 15 years	\$25.03
P11	15 years to 17 years	\$25.99
P12	17 years to 19 years	\$26.99
P13	19 years or more	\$28.03

2. Sergeants

<b>Step</b>	<b>Years with Department</b>	<b>Pay</b>
S1	1 year to 2 years	\$28.44
S2	2 years to 3 years	\$28.85
S3	3 years to 4 years	\$29.27
S4	4 years to 5 years	\$29.69
S5	5 years	\$30.12

3. Newly hired, Certified Police Officers may be placed into the pay scale appropriate to their verifiable years of Certified service with another Police Department at the discretion of the Chief after consultation with Human Resources, with ultimate authority being the City Manager, and with consideration given to internal equity. Certified service credit given for New Mexico certification or certification from another state.

E. Fire Department

1. Firefighters

<b>Step</b>	<b>Years with Department</b>	<b>Pay</b>
F1	less than one year (probationary)	\$14.09
F2	1 to 2 years	\$14.36
F3	2 to 3 years	\$14.64
F4	3 to 4 years	\$14.92
F5	4 to 5 years	\$15.21
F6	5 to 6 years	\$15.50
F7	6 to 7 years	\$15.80
F8	7 to 8 years	\$16.11
F9	8 to 9 years	\$16.42
F10	9 to 10 years	\$16.74
F11	10 to 11 years	\$17.06
F12	11 to 12 years	\$17.39
F13	12 to 13 years	\$17.73
F14	13 to 14 years	\$18.07
F15	14 to 15 years	\$18.42
F16	15 to 16 years	\$18.78
F17	16 to 17 years	\$19.15
F18	17 to 18 years	\$19.52
F19	18 to 19 years	\$19.90
F20	19 to 20 years	\$20.29
F21	20 to 21 years	\$20.69
F22	21 to 22 years	\$21.09
F23	22 to 23 years	\$21.50
F24	23 to 24 years	\$21.92
F25	24 years or more	\$22.35

2. Fire Lieutenants

Step	Years with Department	Pay
L1	less than one year	\$16.25
L2	1 to 2 years	\$16.57
L3	2 to 3 years	\$16.89
L4	3 to 4 years	\$17.22
L5	4 to 5 years	\$17.55
L6	5 to 6 years	\$17.89
L7	6 to 7 years	\$18.24
L8	7 to 8 years	\$18.59
L9	8 to 9 years	\$18.95
L10	9 to 10 years	\$19.32
L11	10 to 11 years	\$19.69
L12	11 to 12 years	\$20.07
L13	12 to 13 years	\$20.46
L14	13 to 14 years	\$20.86
L15	14 to 15 years	\$21.27
L16	15 to 16 years	\$21.69
L17	16 to 17 years	\$22.11
L18	17 to 18 years	\$22.54
L19	18 to 19 years	\$22.98
L20	19 to 20 years	\$23.43
L21	20 to 21 years	\$23.89
L22	21 to 22 years	\$24.36
L23	22 to 23 years	\$24.84
L24	23 to 24 years	\$25.33
L25	24 years or more	\$25.83

3. Newly hired Firefighters may be placed into the pay scale appropriate to their verifiable years of service and certifications held with another Fire Department at the discretion of the Chief after consultation with Human Resources, with ultimate authority being the City Manager, and with consideration given to internal equity.

**CITY OF ALAMOGORDO  
NEW MEXICO**

**ALAMOGORDO PUBLIC SAFETY  
OFFICERS ASSOCIATION**



Brian Cesar, City Manager



Rodney Scharmack, President, APSOA