AGREEMENT

between

THE CITY OF ALBUQUERQUE

and

THE ALBUQUERQUE OFFICERS' ASSOCIATION LOCAL 1888

Effective July 3, 2010 thru June 30, 2012

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AGREEMENT

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0. RECITALS

3 4 5

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0.1 Preamble

0.1.2

Authority

Agreement Control

problems with contract interpretation.

(hereinafter referred to as Local 1888 or Union).

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0.1.1 The general purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest and in the interest of the employees herein covered and the City of Albuquerque, as Employer; to maintain harmony, cooperation and understanding between the Employer and the Employees in the bargaining unit; and to afford protection of the rights and privileges of all Employees in the bargaining unit and the Employer.

cooperatively to comply with this Agreement and to administer this

Agreement in accordance with its terms and provisions to the end of

maintaining sound labor relations. The Union staff representatives and

Local labor representatives may meet with the Human Resources

Department, upon reasonable notice, to prevent, clarify or resolve

0.2.1 This Agreement is hereby made and entered into by and between the City of Albuquerque (hereinafter referred to as Employer) and the

American Federation of State, County and Municipal Employees, AFL-CIO, Local 1888, as representatives of the employees of the Albuquerque

Officers Association (AOA) employed by the City of Albuquerque

0.3.1 This Agreement has been negotiated in accordance and compliance with the Employer's Labor-Management Relations Ordinance and the laws

of the State of New Mexico. If there is any conflict between the Agreement

and the Labor-Management Relations Ordinance, the Ordinance shall control. If there is any conflict between this Agreement and the Employer's

Merit System Ordinance, department Standard Operating Procedures

(SOP), Policies or Personnel Rules and Regulations, this Agreement shall

The Employer, the Union and its members agree to work

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0.4 Recognition

control.

1 2 3 4 5 6	0.4.1 The Employer recognizes AFSCME Council 18, Local 1888 A.O.A., AFL-CIO, as the exclusive bargaining agent for all non-probationary employees of the City of Albuquerque in the following public safety classifications as defined in the Declaration signed by the Chief Administrative Officer and the Chief Public Safety Officer:
7 8 9 10 11	 0.4.1.1 Department of Municipal Development Security Officers 0.4.1.2 Animal Services Officers 0.4.1.3 Parking Enforcement Officers 0.4.1.4 Transit Security Officers
12 13	1. GENERAL LABOR/ MANAGEMENT PROVISIONS
14 15	1.1 Fair Share/ Agency Fee
16 17 18 19 20	1.1.1 Payment of an agency fee by non-Union Employees has been authorized by Resolution of the Albuquerque City Council. Resolution requires that any agency fee provision negotiated pursuant to the Resolution comply with all state and federal legal requirements.
21 22 23	1.1.2 Bargaining unit members shall have thirty (30) days to file a challenge to the apportionment of the agency fee.
24 25	1.1.3 Any challenge shall be heard by an impartial decision maker.
26 27 28 29 30	1.1.4 The amount of the agency fee shall only include costs which arise from the negotiation and administration of the Collective Bargaining Agreement and the adjustment of grievances or prohibited practices charges filed by the A.O.A.
31 32 33 34 35	1.1.5 Under no circumstances, shall non-Union bargaining unit members be required to contribute towards the A.O.A. social, political or charitable activities, nor shall any bargaining unit member be subject to any retaliation for refusal to contribute to such activities.
36 37 38	1.1.6 The A.O.A. has burden at all times to providing that its cost were properly apportioned to the agency fee.
39 40 41	1.1.7 Any portion of the agency fee which is specifically challenged shall be held in escrow until resolution of the challenge.
42 43 44 45	1.1.8 To the extent permitted by law, the A.O.A. will indemnify and hold the City harmless including payment of all attorney fees and costs for counsel chosen by agreement of the parties for any claim or challenge to this section or imposition of an agency fee.

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- 1.1.9 Once the appropriate amount of the agency fee for the previous twelve (12) months has been determined, the City agrees to deduct that amount from the pay of bargaining unit members for the subsequent twelve (12) months.
- The City shall make such Fair Share payment deductions for Employees in Local 1888 bargaining unit who do not submit an authorization form for Union dues deduction, as otherwise provided in the Collective Bargaining Agreement.
- 1.1.11 The City shall make Employee payroll deductions for Fair Share payments upon notification to the non-dues-paying bargaining unit Employee of the amount and reason for such payment.
- 1.1.12 All money deducted from wages for Fair Share payment shall be remitted to A.O.A. after payday covering the pay period of deduction. If an Employee has insufficient earnings for the pay period, no Fair Share payroll deduction will be made for that Employee for that pay period.

1.2 **Dues Check-Off**

- 1.2.1 During the life of this Agreement and upon receipt of a voluntary authorization for dues deduction card, the City will deduct from the pay of each Employee who has executed an authorization card, membership dues levied by the Union in accordance with its constitution and by-laws. The Union will provide dues deduction and termination cards. Termination cards must be signed by the Union President. An Employee wishing to terminate their dues may do so during the first week of January and July.
- 1.2.2 The City agrees to forward to the Local 1888 Treasurer all dues withheld pursuant to valid authorization cards. Dues withheld will be forwarded to the designated Union Treasurer for each payroll period. The City will be notified in writing as to whom the designated Union Treasurer is by elected Union President.
- 1.2.3 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.
- 1.2.4 Employees may authorize for payroll deduction amounts over the minimum dues levied by the Union by submitting a written voluntary request on an approved form.

1 2 3 4		1.2.5 Employees promoted to a position outside the bargaining unit will be withdrawn from Local 1888 membership provided the employee notifies the City and the Union in writing.
5 6 7 8 9		1.2.6 On request of Local 1888, the employer agrees to furnish the Union a list of bargaining unit members on an annual basis. This list shall include the pay, grade, name, address, phone number, date of hire, classification and work location. The addresses and phone numbers shall be provided and used in accordance with the settlement agreement on this issue between the City and AFSCME.
11 12 13	1.3	Union Rights
14 15 16		1.3.1 Leave with pay will be granted to one Union Officer for the following reasons and under the conditions cited:
17 18 19		1.3.1.1 Attendance at a pre-determination hearing when requested by an employee 24 hours in advance of the hearing;
20 21 22		1.3.1.2 A grievance hearing when requested by an Employee 24 hours in advance of the hearing;
23 24 25 26		1.3.1.3 Meetings scheduled between the Union and the City at the City's request. For Security and Animal Services Officers, a maximum of two (2) Union Officers may attend these meetings.
27 28 29		1.3.1.4 Labor Board meetings where Union charges or other matters affecting the Union will be heard;
30 31 32		1.3.1.5 A Personnel Board meeting where matters affecting the Union or its members will be heard;
33 34 35 36		1.3.1.6 The Union President shall be granted up to eight (8) hours leave with pay per week to facilitate positive labor/management relations between Employees and the City. The Union President
37 38		limits the amount of overtime needed to staff the President's past
39 40 41 42		assignment. If the President is assigned to a post that permits the scheduling of "flex-time" to accommodate the President's assignment to Union responsibilities, the President and the President's supervisor shall implement this arrangement.
43 44 45 46		1.3.1.7 Up to eight (8) hours per pay period of leave with pay shall be authorized by the Human Resources Department for the Union Vice-President or the Union's designee to assist with the resolution
rU		of labor/management issues. The Union shall notify the department

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1 2 3	2	director in advance when requesting leave. Whenever possible, this leave shall not result in additional overtime costs for the City.				
5 4 5	ļ	1.3.2 Union Steward Appointments				
6 7 8 9 10 11	, ,	1.3.2.1 The Union shall appoint stewards and provide the employer with a list of such stewards designated by division, shifts or work units. Local 1888 hereby reserves the right to make any changes of Union stewards at any time so long as the affected department within the bargaining unit is informed within a reasonable period of time.				
13 14 15 16 17 18		1.3.2.2 The Union will furnish the employer with a list of all Union non-City employee officials who would have reason to visit the work site. All visits will require that the department heads, division heads or shift supervisor involved have prior notification. Access to premises by non-City Employee Union personnel will have prior approval from the director or designee.				
20 21 22 23		1.3.3 Elections and Appointments. The City will notify the Union of elections or appointments to the City's Labor Relations Board and the Personnel Board.				
24 25		1.3.4 Bulletin Board				
26 27 28 29 30 31		1.3.4.1 The Employer will provide and post a secured, four foot by four foot (4'X4') bulletin board in a location mutually agreed upon by the parties for the display of official Union literature, correspondence or notices. The Union will provide a lock for the board and a key for the lock to the director.				
32 33 34 35 36		1.3.4.2 The bulletin board will not be used to criticize the Union, any of the Union's policies or any of the Union Officers or management. Literature pertaining to management will be given to the director or designee prior to posting.				
37 38	1.4	Employer Rights				
39 40 41 42		The parties incorporate by reference all rights reserved to the City as set forth in Sections 3-2-5 and 3-2-7 of the City's Labor-Management Relations Ordinance.				
43 44	1.5	Labor Management Meetings				
45 46 47		1.5.1 The Union and the Employer shall conduct Labor-Management meetings at mutually agreed upon times and places.				

1.5.2 Labor-Management Committee meetings shall consist of at least two (2) Union representatives in each department. On or off duty time shall be utilized and will be designated upon mutual agreement prior to a meeting. The Committee shall normally meet on a monthly basis.

1.6 Bargaining Unit Let

1.6 Bargaining Unit Information, Accretion

1.6.1 If the City creates a new job classification that the Union believes should be incorporated into the Union's bargaining unit, the Union may request the opportunity to meet with the City to discuss the Union's intent. If the parties do not agree on the issue, the Union may appeal the issue to the City's Labor Board in accordance with the City's Labor-Management Relations Ordinance and the Labor Board's Rules and Regulations.

1.7 Tracking Devices

1.7.1 The City and the Union agree to meet at least twice a year to review and evaluate the safety, security and effectiveness of all tracking devices used in this bargaining unit.

1.7.2 Both parties agree to meet prior to implementing any new policy in other departments on tracking devices.

2. PAY PROVISIONS

2.1 Pay Schedule

2.1.1 The hourly pay rates of bargaining unit employees earning \$14.42 per hour (\$30,000 per year) or less in effect on July 2, 2010, shall be reduced by 0.0% effective July 3, 2010.

The hourly rate of bargaining unit employees earning \$14.43 per hour (\$30,001 per year) or more effective July 2, 2010, shall be reduced by 1.5% effective July 3, 2010.

All hourly pay rates on all bargaining unit pay plans in effect on July 2, 2010 that are at \$14.42 per hour or lower will remain unchanged.

All hourly pay rates on all bargaining unit pay plans in effect on July 2, 2010 that are at \$14.43 per hour or higher shall be reduced be 1.5% effective July 3, 2010.

2.1.2 Security and Animal Control and Parking Enforcement Officers: 1 2 Effective July 3, 2010 3 Probation 4 2 5 1 5 Step 12.42 14 81 15 42 16 03 8.72 Grade 6 7 2.1.3 During the term of this Agreement, the Labor Management 8 Committee shall meet to discuss the feasibility of implementing a "bilingual" 9 pay differential for eligible Employees. At a minimum, the Committee shall 10 study the following issues: 11 12 2.1.3.1 Eligibility requirements 13 14 2.1.3.2 Benefits to the City of a differential 15 16 2.1.3.3 Cost of the differential 17 18 2.1.4 There will be no step increases during the term of this Agreement. 19 20 2.1.5 Employees permanently assigned to the Swing Shift will receive 21 fifteen cents (.15) per hour shift differential pay and twenty cents (.20) per 22 hour shift differential pay for permanent assignment to Graveyard Shift. 23 24 Swing and Graveyard Shifts will be defined by each 2.1.5.1 25 department. 26 27 2.2 Longevity Pay for Members 28 29 2.2.1 Employees will receive longevity pay as follows: 30 31 Pay Period Period of Service 32 5 to 10 years of continuous service \$28.07 33 10 to 15 years of continuous service \$32.69 34 \$37.31 15 to 20 years of continuous service 35 \$41.92 Over 20 years of continuous service 36 37 2.2.2 Employees reaching new longevity thresholds during the contract 38 will be paid the rates printed in the contract. 39 40 2.3 **Overtime** 41

2.3.1 The City shall prepare, maintain and post up-to-date voluntary lists by seniority order within each department within the bargaining unit. It will be the responsibility of each Employee to provide two (2) current phone numbers for the purposes of being contacted for overtime work.

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Employees may use pagers or cell phones for their point of contact. In the Security Division, an Employee shall be provided five (5) minutes to respond to the contact prior to the time the supervisor offers the overtime to another employee.

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2.3.2 Each Employee will be allowed to sign up for voluntary overtime during the regular shift bid. The voluntary overtime lists shall remain in effect until the next scheduled shift bid. Names shall not be added after the bid unless the name(s) is approved in writing by the Union President. Names will be 'penciled in' by the Employee until new lists are generated.

2.3.3 There shall be a voluntary list(s) for each shift in each department.

2.3.4 Employees may sign up for overtime on any and all overtime shift list(s) within their respective department.

2.3.5 If no Employee on the overtime list is available, involuntary overtime will be required. Involuntary overtime will be assigned in reverse order of seniority from the master seniority list. Officers already on duty will be required to remain on duty until a replacement is obtained. If no replacement is obtained within three hours of the start of the shift, the holdover Officer may be required to work the remainder of the shift.

 2.3.6 When there is ordered overtime, the department will keep a list of Employees contacted during the shift. This will insure to the Employee that was ordered that the department attempted to obtain relief in accordance with Paragraph 2.3.5 of this article. If the Union provides reasonable notice to the Department, a Union request to receive a copy of the list will be honored in a timely manner.

2.3.7 For the purpose of computing overtime, paid leave will be considered time worked.

2.3.8 Voluntary overtime will be assigned on straight seniority order. Although the City may determine that it is necessary to assign a second shift to an Officer who is assigned overtime on the Officer's day off, the City shall attempt to avoid this circumstance. An Officer's assignment to a second shift on the Officer's day off shall not be subject to the grievance procedure unless the assignment violates another provision of this Agreement.

2.3.9 Employees will not work more than sixteen (16) hours straight time except for declared emergency situations.

2.3.10 Employees called in for an overtime assignment shall receive a minimum of two (2) hours pay at overtime rate. Overtime shall begin at the time the Officer is contacted.

- 2.3.11 Employees may request a specific work assignment when working overtime. Management will attempt to accommodate these requests.
 - 2.3.11.1 City Security Officers and Animal Control Officers on the voluntary overtime list will be allowed to "bump" an officer who is assigned to a post that the Officer requests for overtime.
 - 2.3.11.2 The parties recognize the Union's right to meet and confer with the City's Chief Administrative Officer and Chief of Public Safety on public safety issues concerning the Union and its members.
- 2.3.12 An Employee who accepts voluntary minimum staffing overtime shall have the option of canceling such overtime six (6) hours prior to the start of the overtime assignment except in an emergency situation.
- 2.3.13 Captains, lieutenants, sergeants and corporals shall be the only personnel authorized to order overtime. In case of an emergency, captains, lieutenants and sergeants may delegate responsibility for placing calls for overtime to Officers. However, the captains, lieutenants and sergeants ordering the overtime shall be responsible for assuring compliance with the required contractual overtime procedure. Calls for overtime shall be placed from a secure area that is not open to residents or the public.
- 2.3.14 This policy is hereby implemented to establish the conditions under which Journal Voucher (JV) Overtime assignments will be offered to Security Officers employed by the City of Albuquerque's Municipal Development Department.
 - 2.3.14.1 The Department shall communicate to Officers the proper procedure for requesting and accepting JV Overtime assignments.
 - 2.3.14.2 Officers shall be authorized to apply for and accept JV Overtime assignments for themselves only. An Officer may not apply for or accept a JV Overtime assignment for another Officer.
 - 2.3.14.3 An Officer who is unable to work a scheduled JV Overtime assignment shall be responsible for finding a replacement Officer and communicating this action to the JV Overtime supervisor. A secondary list containing names and contact numbers of officers wishing to have an opportunity to accept a JV assignment that had been previously assigned will be created and given to all officers covered by the agreement. The officer and his replacement officer shall be held accountable in accordance with § 2.3.14.6, below, if

the overtime assignment is not fulfilled by either the officer or the replacement officer.

- 2.3.14.4 An Officer who does not comply with this Policy, written or verbal directives related to this Policy or the JV Overtime assigned duties as directed by the Security supervisor will be subject to the JV Overtime Suspension as set forth below.
- 2.3.14.5 While assigned to JV Overtime, an Officer shall comply with reasonable requests and directives from Vendor representatives. The assigned Officer shall at all times work cooperatively with Vendor representatives. In the event a conflict arises between the Officer and the Vendor representative, the Officers on duty or the on-site Supervisor will be notified.
- 2.3.14.6 An Officer who fails to comply with this Policy, written or verbal directives related to this Policy or the JV Overtime assigned duties shall be subject to the following suspension/disqualification guidelines:
 - 2.3.14.6.1 First offense: letter of advisement.
 - 2.3.14.6.2 Second offense within one (1) calendar year of the date of a missed assignment or other infraction: thirty (30) day suspension from JV Overtime eligibility.
 - 2.3.14.6.3 Third Offense within one (1) calendar year of the date of the first missed assignment or other infraction: six (6) month suspension from JV Overtime eligibility.
 - 2.3.14.6.4 The Department reserves the right to impose a discipline other than the disciplines or progressive discipline order set forth above if an Officer commits an infraction egregious enough to warrant stronger disciplinary measures.
 - 2.3.14.6.5 The Department further reserves the right to impose disciplinary measures set forth in the City's Rules and Regulations provided these measures are also imposed in accordance with the City's Merit System Ordinance.
- 2.3.14.7 This Policy shall not be interpreted as a commitment from the Department or Vendors who contract to fund JV Overtime with the Department to continue offering JV Overtime to Department employees.

1 2.3.14.8 Management reserves the right to review a violation of 2 this policy on a case by case basis and agrees to notify the Union 3 prior to implementing a suspension or removal of an Officer from JV 4 Overtime eligibility. 5 6 2.3.14.9 An Employee's removal from the JV Overtime assignment calling procedure shall not be subject to this Agreement's grievance 7 8 procedures. 9 2.4 10 **Compensatory Time** 11 2.4.1 Compensatory time is hereby established as a pilot project in each 12 13 department as follows: 14 15 2.4.1.1 Employees who are required to work minimum staffing overtime in excess of their normal forty (40) hour work week may 16 17 choose one and one-half time payment or one and one-half compensatory time. The Employee must make this choice prior to 18 19 working the overtime assignment. 20 21 2.4.1.2 Employees will be allowed to accrue a maximum of one 22 hundred twenty (120) hours of compensatory time. Approved 23 compensatory time will be used on a first-in, first-out basis with a 24 maximum retention time of twelve (12) months. Compensatory time 25 not used within twelve (12) months of the time it was accumulated 26 will be cashed out at the Employee's regular hourly rate. 27 28 2.4.2 Employees with accrued compensatory time shall, upon termination, be paid for the unused compensatory time at the Employee's regular 29 30 hourly rate. 31 32 2.5 Days Without Pay -2.5.1 Bargaining Unit employees earning \$14.42 per hour (\$30,000 per 33 year) or less shall take zero (0) days of leave without pay per each year of 34 35 this Agreement. 36 37 2.5.2 Bargaining Unit employees earning \$14.43 per hour (\$30,001 per 38 year) or more shall take two (2) days of leave without pay per each year of 39 this Agreement. These days will be scheduled between the Supervisor and the employee. If the days have not been agreed upon between the 40 Supervisor and the employee by January 1, of each year of this 42 Agreement, the Supervisor shall schedule the days to be taken without pay.

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1	<u>3.</u>	INSURANCE COVERAGE and BENEFITS					
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3	3 3.1 Premium Costs						
5 6		3.1.1 The City will pay 80% of the premium for the health insurance plans offered by the City and the employee will pay the remaining 20%.					
7 8 9		3.1.2 The City will pay 80% of the premium for the dental plan offered by the City and the employee will pay the remaining 20%.					
10 11	3.2	Insurance Programs - This section intentionally left blank					
12 13 14	3.3 blan	Continuation of Health Insurance - This coefficient intention in					
15	4. R	ETIREMENT PLAN					
16 17 18	4.1	NM Public Employees Retirement Association					
19 20 21 22 23 24		4.1.1 The City will continue to provide P.E.R.A. Municipal General member Coverage Plan 3 to the Animal Control and Security members of the bargaining unit. The City will pay seventy-five percent (75%) of the Employee's portion with the Employee paying the remaining twenty-five percent (25%).					
25	<u>5. VA</u>	CATION LEAVE					
26 27 28	5.1	Vacation Leave					
29 30 31 32 33 34 35 36 37		5.1.1 During the months of April and October each department will provide for Employees the right to bid for vacation scheduling for the following six (6) months. Vacation will be bid in seniority order by department. A calendar for bidding, identifying vacation slots will be provided for Employees to bid for their vacation. It is required that one (1) Union representative on each shift be identified to assist management with the bidding process. Employees will be allowed to bid in conjunction with their days off and will not be required to bid in blocks of three (3).					
38 39 40 41 42 43 44	! ! V	5.1.2 Unscheduled vacation is defined as accrued vacation time which was not scheduled during the bidding period. Such vacation time may be requested on an individual basis for available days on a first-come, first-served basis. These requests will be submitted to the employee's mmediate supervisor on a Request for Leave (P-30) form and the request will identify the date and time received. A calendar for bidding, identifying racation slots will be provided for Employees to bid for their vacation. It is					

required that one (1) Union representative on each shift be identified to assist management with the bidding process. Employees will be allowed to bid in conjunction with their days off, and will not be required to bid in blocks of three (3).

5.1.3 All excess vacation accruals will be paid to the Employee as monetary compensation at the end of the calendar year, on an hour for hour basis.

5.1.4 Vacation P-30s will be returned to the Employees within forty-eight (48) hours except for months of October and April.

 5.1.5 If an Employee is on suspension, injury leave, administrative leave, sick leave or other leave during their scheduled vacation, any other Employee may request such vacation time as unscheduled vacation on a first-come, first-serve basis.

5.1.6 Employees shall be compensated in cash at their regular rate of pay for any unused accumulation of vacation when they are permanently separated from the City.

5.1.7 An Employee may use accumulated vacation leave to attend physician appointments provided the Employee provides reasonable notice of the appointment to the Employee's supervisor.

5.2 Vacation Leave Accrual Rates

5.2.1 An Employee shall accrue vacation as follows:

Years of Continuous Service	Regular Work Week	Accrual Rate per Bi- Weekly Pay Period	Maximum Accrual per Year
0 through 4 years	40 hours	3.85 hours	100 hours
5 through 9 years	40 hours	4.62 hours	120 hours
10 through 14 years	40 hours	5.54 hours	144 hours
15 years and more	40 hours	6.16 hours	160 hours

1	6. SICK/ ILLNESS LEAVE
2 3 4	6.1 Sick Leave
5 6 7	6.1.1 Sick leave: Sick leave shall accrue at the rate of 3.70 hours, biweekly. The maximum accumulation is 2000 hours.
8 9 10 11 12 13 14 15 16	6.1.2 Employees who have been absent from work for sick leave on at least three (3) occasions and have missed more than fifty-six (56) hours of personal absence sick leave during the preceding twelve (12) (rolling calendar year) months shall not be granted further personal absence sick leave until their utilization falls below this level. Doctor's certification will only be required after exceeding the fifty-six (56) hour rule or when a pattern of flagrant violations exists. Personal absence sick leave does not include sick leave taken for:
17 18	6.1.2.1 Emergency Leave;
19 20 21	6.1.2.2 Hospitalization, out-patient surgical procedure, or serious medical procedures;
22 23 24	6.1.2.3 Leave taken pursuant to the Family Medical Leave Act (FMLA);
25 26 27	6.1.2.4 Leave taken as a reasonable accommodation pursuant to the Americans With Disabilities Act (ADA);
28 29	6.1.2.5 Serious illness as verified by a physician's statement;
30 31	6.1.2.6 Legal quarantine;
32 33	6.1.2.7 Childbirth.
34 35 36	Except for flagrant violation, no disciplinary action shall be taken against Employees not in compliance with this subsection.
37 38 39 40 41 42	6.1.3 All Employee sick leave balances within the preceding nine (9) months from the signing of this contract are to be counted. For every month that no sick leave is taken during the first three (3) months of this contract period, eight (8) hours will be exempted from the total used in the previous nine (9) months.

6.1.4 Emergency leave: Emergency leave charged to sick leave for up to three (3) days may be requested when the presence of the employee is required by a physician as a result of a serious illness or injury to the

1		Empl	oyee's immediate family. The City will allow as many as five (5) days		
2 3		of emergency leave per incident.			
3		0: 1			
4 5	6.2	SICK	Leave Conversion		
6 7		6.2.1 mann	Conversion of sick leave may be accomplished in the following ner:		
8 9 10 11 12			6.2.1.1 Sick leave accumulation over 500 hours may be converted at the rate of (a) three (3) hours of sick leave for one (1) hour vacation or (b) three (3) hours of sick leave for one (1) hour pay.		
13 14 15 16			6.2.1.2 Sick leave accumulation over 850 hours may be converted at the rate of (a) two (2) hours sick leave for one (1) hour vacation or (b) two (2) hours of sick leave for one (1) hour pay.		
17 18 19 20			6.2.1.3 Sick leave accumulation over 1200 hours may be converted at the rate of (a) three (3) hours sick leave for two (2) hours vacation or (b) three (3) hours sick leave for two (2) hours pay.		
21 22 23 24 25			6.2.1.4 The Employee must notify the Human Resources Department if he/she wishes to convert at the 500, 850 or 1200 hours accumulation.		
26 27		6.2.4	Sick Leave Conversion at Retirement		
28 29 30 31 32 33 34 35			6.2.4.1 Early Retirement Conversion: An Employee with a minimum of ten (10) years of service or who turns sixty (60) years of age, may convert all unused sick leave to early retirement leave. In all cases of early retirement, accumulated sick leave shall be converted to early retirement leave at a ratio of one (1) hour of sick leave for one (1) hour of early retirement leave. The Employee may accrue sick leave up to 2000 hours, may convert accruals up to 2000 hours to early retirement.		
36 37 38 39 40 41			6.2.4.2 Regular Retirement Conversion: An Employee may convert one hundred percent (100%) of accumulated sick leave to be applied to early retirement leave immediately prior to the effective date of retirement.		
42 43 44	left bla		Sick Leave Conversion at Termination- This section intentionally		

6.3 Sick Leave Death Benefit

6.3.1 The City shall pay the designated beneficiary of a deceased Employee the total amount of sick leave accumulated as of the date of the employee's death.

6.4 Donation of Sick/ Vacation Leave

- 6.4.1 An employee may submit a written request for vacation donation to the employee's immediate supervisor or the Donation Committee. The immediate supervisor or the committee shall decide whether or not to approve the request by considering the Family and Medical Leave Act (FMLA) criteria for serious illness as set forth in the City's Personnel Rules and Regulations. The immediate supervisor or the committee shall have the authority to decide whether or not to approve the request.
- 6.4.2 If the immediate supervisor rejects the employee's request, the employee may appeal the decision to a Donation Committee comprised of one (1) person appointed by the Union, one (1) person appointed by the Department and a neutral person chosen by the other two (2) appointees. The Union and the Department will exchange lists of pre-approved committee appointees. The neutral shall be chosen from the City's trained panel of mediators. The committee shall meet with the employee or the employee's designee if the employee is unable to attend for good cause and the employee's immediate supervisor or the supervisor's designee if the supervisor is unable to attend for good cause to hear arguments from both individuals pertaining to the request and rejection. The committee shall consider the FMLA criteria as the standard for review of the issue. The committee shall issue a decision on the matter to both parties. The maximum utilization allowed for an employee shall be determined by the committee.
- 6.4.3 If the committee rejects the employee's request, the employee may appeal the committee's decision to the employee's division manager or the manager's designee. The designee may not be the employee's immediate supervisor or the department's appointee on the committee. The manager or the designee shall issue a decision on the matter that shall be final and binding. There shall be no further administrative review of the matter, and the issue may not be appealed through this Agreement's Grievance Procedure.
- 6.4.4 The employee collecting the hours shall be compensated four (4) hours City time.

6.4.5 City-wide vacation and sick leave donations will require Chief Administrative Officer (CAO) approval. The employee collecting the hours will be compensated four (4) hours City time.

6.5 Bereavement Leave

6.5.1 As for death in the immediate family, the immediate family for this purpose shall include the Employee's spouse, children, parents, parents-in-law, grandparents, brother and sister, grandchildren and sons and daughters in law. If travel over 500 miles (one way from Albuquerque) is required for a death or illness in the immediate family, one (1) additional leave day may be granted. Employees may elect to use accrued vacation leave instead of sick leave for "emergency leave;" however, they shall still be subject to the conditions of using "emergency leave."

6.6 Family and Medical Leave Act (FMLA)

6.6.1 Family leave will be provided in accordance with the Family Medical Leave Act. The City will notify the Union in writing of any changes to its policy regarding this type of leave. An Employee may choose to use paid vacation leave prior to using paid sick leave when the Employee has been approved for Family and Medical Leave provided this option is not prohibited by law.

6.6.2 Maternity leave will be administered in accordance with the provisions of the Family Medical Leave Act.

7. RECOGNIZED HOLIDAYS

7.1 Paid Holidays

7.1.1 Legal holiday: Legal holidays for the employees of this unit are as follows:

34			
35	New Years Day	January 1st	
36	Martin Luther King's Birthday	Third Monday in January	
37	Presidents Day	Third Monday in February	
38	Memorial Day	Last Monday in May	
39	Independence Day	July 4 th	
40	Labor Day	First Monday in September	
41	Veterans Day	November 11 th	
42	Thanksgiving Day	Fourth Thursday in November	
43	The Day After Thanksgiving	Fourth Friday in November	
44	Christmas Day	December 25 th	
45	Employee Birthday	Employee Date of Birth	

7.2 Holiday Pay

1 2

- 7.2.1 An Employee may, during the month of December, for the following year, specify in writing to the department head which of the holidays the Employee wishes to take on days other than the dates designated above.
- 7.2.2 Employees shall receive holiday pay at straight time at their hourly rate of pay for eight (8) hours, for all holidays not worked. In the event that an Employee is required to work on a holiday and does not exercise an option to take a floating holiday, the employee shall be paid holiday pay at the rate mentioned above plus time and one half for all hours worked.
- 7.2.3 Employees who are required to work on a holiday may designate that holiday a floating holiday. If the Employees elect to exercise this option, they will work the designated legal holiday at straight time pay and may opt to receive either time and one-half off duty or time and one-half pay.

8. MILITARY LEAVE

8.1 Members of Organized Reserve Units

- 8.1.1 Military Leave of Absence: Employees who are members of the National Guard, Air National Guard or any organized reserve unit of the Armed Forces of the United States, including the Public Health Services, are granted:
 - 8.1.1.1 The equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year. This leave, while normally used for annual training purposes, may also be used for pre-deployment training or active duty service.
 - 8.1.1.2 The equivalent of an additional fifteen (15) 8-hour work days of paid military leave per calendar year if the employee is mobilized to active duty by the President of the United States in support of operations overseas, in defense of our nation, or in response to national disasters, or in response to an emergency declared by the Governor of New Mexico. This additional leave may be used for pre-deployment training or active duty service.
- 8.1.2 The maximum paid military leave is 240 hours per calendar year for employees, who are members of organized reserve units, regardless of the purpose for which that paid military leave is used.

8.1.3 Employees whose military commitment requires leave time in excess of that granted above may elect to: (1) be placed into unpaid military leave of absence status; or (2) to use accrued vacation leave, in whole or in part, during their period of military leave. When an employee has used all available paid military leave and paid vacation leave, that employee will be placed into unpaid military leave of absence status for the balance of their military leave period.

8.2 Vacation and Sick Leave Accruals While in Military Active Duty Status:

8.2.1 Employees mobilized to active duty by the President of the United States on or after September 12, 2001 in support of operations overseas, in defense of our nation, or in response to national disasters will continue to accrue vacation and sick leave at the same accrual rate as if the employee was not on active military duty during all periods of active military duty, regardless of whether the military leave of absence is paid or unpaid.

8.2.2 This accrual shall continue while the employee is in active military duty status and until the employee returns to City employment, or until the employee notifies the City of their resignation from City employment or their intention not to return to City employment at the end of their active military duty, whichever date is earlier.

8.2.3 Any vacation or sick leave accrual allowed to an employee in active military duty status between September 12, 2001 and October 1, 2004 may not be converted to cash upon the completion of that person's City employment.

8.3 Health Insurance Benefits While in Military Active Duty Status

8.3.1 For employees mobilized to active duty by the President of the United States on or after September 12, 2001 in support of operations overseas, in defense of our nation, or in response to national disasters, the City shall continue to pay the employer portion of health insurance premiums for that employee to the same extent as if that employee were not on active military duty status.

 8.3.2 The employee in active military duty status must continue to make timely payment of the employee portion of health insurance premiums to the same extent as if that employee were not on active military duty status. Failure to do so will result in termination of health insurance coverage. It is the obligation of the employee on active military duty status to notify the Insurance and Benefits Division of the Human Resources Department on how the payments will be made.

8.3.3 Provided the employee is and remains current on all required employee contributions to health insurance premiums, the City shall continue to pay the employer portion of health insurance premiums while the employee is in active military duty status and until the employee returns to City employment, or until the employee notifies the City of their resignation from City employment or their intention not to return to City employment at the end of their active military duty, whichever date is earlier.

8.4 Members of Unorganized Reserve Units

8.4.1 Employees who are members of unorganized reserve components, as sanctioned by the State of New Mexico, or the Federal government, are granted:

8.4.1.1 The equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year. This leave is for the purpose of attending organized courses of instruction or training; and or

8.4.1.2 The equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year if the employee is mobilized to active duty by the President of the United States in support of operations overseas, in defense of our nation, or in response to national disasters, or in response to an emergency declared by the Governor of New Mexico. This leave may be used only for active duty service.

8.4.2 The maximum paid military leave is 240 hours per calendar year for employees who are members of unorganized reserve units, regardless of the purpose for which that paid military leave is used.

8.4.3 Employees whose military commitment requires leave time in excess of that granted above may elect to: (1) be placed into unpaid military leave of absence status; or (2) to use accrued vacation leave, in whole or in part, during their period of military leave. When an employee has used all available paid military leave and paid vacation leave, that employee will be placed into unpaid military leave of absence status for the balance of their military leave period.

8.5 General Provisions

8.5.1 In no case shall the hours of paid military leave in a calendar year exceed the maximum number of hours provided above, even though the maximum number of hours is calculated by reference to "work days".

8.5.2 All military leave pay is paid at the employee's straight-time rate of pay.

8.5.3 Employees working on a part-time basis will be granted paid military leave on a prorated basis.

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8.6 Transition Provision

8.6.1 Any employee who has received paid military leave prior to October 1, 2007 in excess of the maximum amount allowable in any calendar year under the terms of this Agreement shall not be required to reimburse the City for the excess.

9. OTHER LEAVE WITH PAY

9.1 Requests for Paid Leave

9.1.1 As a benefit of employment with the City of Albuquerque, leave with pay is available for the following reasons: vacation, sickness, injury, emergencies, City business, jury duty, voting, annual military services and education and leave with pay taken in conjunction with the F.M.L.A. policy.

9.1.2 Leave with pay may be granted to elected Union Officials to attend meetings where the good of the City's services is involved, as determined by the Director of Human Resources.

9.1.3 All requests for leave will be submitted for approval on the City Form P-30 and shall have any necessary documentation attached. Employees desiring to be absent from duty before the necessary forms have been submitted and approved must request approval from the supervisors on duty within a reasonable time prior to the start of their shift.

9.1.4 Leave with pay may be authorized for an Employee to attend an official meeting where the good of the City services is involved or to conduct the City's business at a location other than the Employee's normal work site. Leave with pay will also be granted to Employees where their participation is necessary for official City investigations and for court appearances where the Employee's attendance is required on behalf of the City.

9.2 Birthday Leave – This section intentionally left blank

9.3 Blood Donation Leave – This section intentionally left blank

9.4 Managerial Leave – This section intentionally left blank

1 2	9.5	Administrative Leave – This section intentionally left blank
3 4	9.6	Hardship Leave – This section intentionally left blank
5	9.7	Jury Duty – This section intentionally left blank
7	9.8	Physical Examinations
9 10 11 12 13		9.8.1 Each employee may utilize one-half (1/2) day paid leave for the purpose of undergoing a physical examination. The leave shall not be deducted from the employee's accumulated paid leave. Medical documentation by the employee will be required.
14 15	9.9	Leave to Vote
16 17 18 19 20		9.9.1 Employees who are registered electors shall be granted two (2) hours with pay between the opening and closing of the polls to vote on election day. Department heads must grant this time off for voting if requested by Employees registered to vote.
21 22 23		9.9.2 This Article will be administered in accordance with applicable state law.
24 25 26	9.10 blan	The coation intention in the coation
27	<u>10. l</u>	EAVE WITHOUT PAY/ LEAVES OF ABSENCE
28 29 30 31	10.1 blani	Absence Without Authorized Leave – This section intentionally left
	10.2	Leave Without Pay
34 35 36 37 38		10.2.1 All requests for leave without pay require approval of the Department Head or the Department Head's designee. Any request for leave without pay for two (2) weeks or more requires approval of the Chief Administrative Officer.
39 40 41 42		10.2.2 An Employee may be granted leave without pay for a period not to exceed one (1) year as a result of sickness or disability when certified by a medical doctor or to run for non-City office.
43 44 45		10.2.3 Leave without pay may be granted for the purpose of attending schools or courses when it is clearly demonstrated that the subject matter is directly job related or for the purpose of preparing for a career with the

1 2 3		City service. Training provided by technical, vocational trade schools and colleges approved by Veterans Administration will be accepted by the City under this subsection.
4 5 6 7		10.2.4 Sufficient leave of absence without pay may be granted a permanent Employee to enable him to hold a non-City public office to which he has been elected or appointed.
8 9 10 11		10.2.5 Union officials will be granted one (1) year leave without pay upon request of the Union for the purpose of performing full-time duties for the Union. Such leave will be renewed yearly upon request of the Union.
12 13 14 15 16		10.2.6 Union officers may be granted time off from their normal duties without pay to attend conventions, conferences, seminars and Union meetings. If such leave is approved, the Employee may utilize accumulated vacation time and/or compensatory time.
17 18 19	10.3	Leave of Absence – This section intentionally left blank
20	<u>11. \</u>	VORK WEEK
21 22	11.1	Fair Labor Standards Act (FLSA) Non-Exempt Employees
23 24 25 26 27 28		11.1.1 An Employee's normal work week shall be forty (40) hours per week, eight (8) hours per day, five (5) consecutive days, of eight (8) consecutive hours per week, except for employees presently working ten (10) hours per day, four (4) consecutive days of ten (10) consecutive hours per week.
29 30 31	11.2	FLSA Exempt Employees – This section intentionally left blank
32	12. V	VORK HOURS
33 34 35	12.1	Work Hours, Scheduling
36 37 38 39 40		12.1.1 Employees working eight (8) or ten (10) hour shifts shall be granted a meal period with pay of thirty (30) minutes. Should a disruption occur, which requires the immediate attention of the Employee, the Employee will respond to the disruption and shall later be allowed to resume his/her meal period.
41 42 43 44		12.1.2 A meal period with pay of up to thirty (30) minutes shall be granted to Employees required to work more than two (2) hours beyond the regular shift. Should a disruption occur which requires the immediate

attention of the Employee during the Employee's meal period, the Employee will respond to the disruption and shall later be allowed to resume the meal period. An Employee who is not provided the opportunity to take a thirty (30) minute meal period shall receive overtime pay for the thirty (30) minutes.

12.1.3 Normally, Employees will be allowed to take their fifteen (15) minute rest breaks during each half shift within the second and third hour of each shift. Rest periods may not be accumulated or normally postponed. Should a disruption occur which requires the immediate attention of the Employee during his/her rest period, the Employee will respond to the disruption and shall later be allowed to resume the rest period.

12.1.4 No Employee will be required to work a split shift.

12.1.5 No Employee shall be required to work two (2) complete consecutive shifts without an eight (8) hour period off work following the two (2) consecutive shifts worked except in declared emergencies.

12.1.6 Declared Emergency: A declared emergency is defined as a turn of events which endangers the health and safety of the public and/or Employee. Such an emergency must be declared by the Department Director before each emergency in writing and shall be posted in a conspicuous place.

12.2 Stand-By Time

12.2.1 Employees who are required to carry a pager but are not otherwise restricted in their movements are "on call." Employees who are notified to remain available by telephone for immediate response are "subject to call." Employees who are required to remain at work site after their regular shift or who are called from off-duty status to report to work are "called to duty."

12.2.2 Employees who are "subject to call" shall be credited with one (1) hour compensatory time or for one-half the time the Employee is subject to call, whichever is greater. An Employee who is notified that the Employee is subject to call, and had not been told to report or relieved of subject to call status within four (4) hours, will call to verify the Employee's continued status. Employees who fail to verify their status after four (4) hours will be limited to two (2) hours compensatory time.

 12.2.3 Employees who are "called to duty" shall be compensated for time worked. Employees who are "called to duty" from off-duty status shall be compensated for one (1) hour travel time.

,		
1 2	12.3	Permanent Change in Work Hours
3	12.5	remailent change in work nours
4 5 6 7		12.3.1 A permanent change in work hours shall require at least fourteen (14) calendar days notice to the affected Employee. A permanent change in work hours is defined as a change of thirty (30) calendar days or more on a work assignment.
8		
9 10		12.3.2 In calculating days notice under this section, the day on which notice is given shall not be counted.
11 12 13	12.4	Other Work Hour Provisions
14 15 16 17		12.4.1 It is recognized that it is the Employee's responsibility to maintain the Employee's equipment in a clean and sanitary condition. Sufficient time will be allotted to perform these duties.
18	<u>13. V</u>	VORK ASSIGNMENTS
19	40.4	Moulting Outside Classification. This section intentionally left blank
20 21	13.1	Working Outside Classification – This section intentionally left blank
22 23	13.2	Light Duty/ Modified Work Assignments
24 25 26 27		13.2.1 The Employer shall make reasonable efforts to provide Employees covered by this Agreement with opportunities for returning to work on Light-Duty assignments due to temporary medical restrictions while recovering from work related injury or illness.
28 29 30 31		13.2.1.1 An Employee requesting an early return to work in Light- Duty assignment may request such an assignment with accompanying medical recommendations.
32 33 34 35		13.2.1.2 An Employee who returns to work on Light Duty assignment shall be paid no less than their last salary.
36 37		13.2.2 The A.O.A. and the Employer will identify Light Duty posts.
38 39 40		13.2.3 Should the City officially adopt a program for off-the-job injuries over and above the current sick leave policy, the Union will be afforded the opportunity to negotiate on this issue.
41 42	13.3	Dead Animal Pickup
43		
44 45		13.3.1 Animal Services Officers will not be required to pick up dead animals. However, when an Officer responds to an injured animal call and

finds the animal has just died and has not started to decompose, the Officer will pick up the fresh carcass and bag same into a plastic refuse bag provided by the City for immediate transport to the appropriate location. Animal Services Officers will be issued protective gear to avoid contamination of their uniforms while picking up dead animals.

13.3.2 Upon request of the Union representatives, the Human Resources Department and the Animal Welfare Department will meet to improve the effectiveness and efficiency of this effort and to explore alternative methods of providing this service to the public.

14. SENIORITY

14.1 Seniority Determination

 14.1.1 Seniority for the purpose of this Agreement is defined as follows unless otherwise specifically provided for in other Articles of this Agreement.

14.1.1.1 The length of continuous service with the City of Albuquerque as a full-time permanent Employee obtained in the Employee's present department. Continuous service shall not be interrupted if the Employee was on approved leave of absence.

14.1.1.2 Employees who voluntarily transfer out of the bargaining unit to accept other positions within City government may return to their former position within thirty (30) days, if their former position remains open without any loss of seniority.

14.1.2 The Employer shall prepare and maintain a seniority list as defined in this section for Employees in the bargaining unit. This list shall include the Employee's name, the Employee's classification and seniority date. A master seniority roster will be developed for each department. This will be posted in a secure area and updated as changes occur. Copies of the seniority roster will be made available to the Union upon request.

14.1.3 If the City decides to merge any or all JSO (600004) Employees as one (1) Unit or Department, the determining factor for seniority will be the date of hire in the JSO (600004) series.

15. BIDDING and VACANCIES

15.1 Shift Bidding

15.1.1 City security employees will be allowed to bid semi-annually for facility assignments, shift assignments, days off and voluntary overtime, in seniority order, in the Employee's classification. Transit employees shall be allowed to bid semi-annually for shift assignments, days off, and voluntary overtime in seniority order, in the employee's classification. Animal welfare employees will be allowed to bid semi-annually for area assignments, shift assignments, days off and voluntary overtime, in seniority order, in the employee's classification. While every effort will be made to accommodate an Employee's choice of facility assignment, or area assignment, the City has the right to temporarily or permanently reassign an Employee to a facility other than the one bid when justifiable cause such as the efficiency of the City service for reassignment exists, in the opinion of the Department Director or the Director's designee. Bidding will be conducted in the month of April to take effect in May, and in October to take effect in November.

- 15.1.2 Each time an assignment becomes open, it will be posted as vacancy for reassignment as soon as reasonably practicable.
- 15.1.3 Full-time bargaining unit position vacancies shall be posted and offered first to full-time Employees based on seniority.
- 15.1.4 Local 1888 President may appoint up to two (2) Employees from within each department to assist in the development and administration of the bidding process. One (1) Employee will be paid by the department and one (1) Employee will be paid by Local 1888. The Union President will identify in writing to the department which Employee the Union will pay.
- 15.1.5 It is recognized that specific minimum staffing patterns are required. Should the above bidding process fail to provide the staffing pattern required, reassignments which will meet those requirements will be made in reverse seniority order. Once the minimum staffing pattern requirements have been met, the Employee or Employees who were reassigned will have the right to return to their original bid in seniority order. The Union will be given five (5) days advance notice prior to reassignment.
- 15.1.6 The bidding process will be accomplished over a period up to five (5) calendar days. This period may be extended by mutual agreement.
- 15.1.7 The parties agree to work together to develop a more efficient bidding process to include bidding for vacation.
- 15.1.8 A shift supervisor may permit Employees to mutually agree to exchange bidded slots for hardship reasons. The City and the Union must agree.

1 15.2 Shift Exchanges 2 3 Each department will implement a program providing for the 4 exchange of shifts in the same work units. Employees of equal rank and 5 like qualifications may exchange shifts by notifying, in advance of the work 6 shift, the supervisor designated by the department. The Officer who 7 accepts the responsibility of working another Officer's shift shall do so in 8 writing. In the event an Employee reports off for any reason, the Employee 9 who agreed to work that Employee's shift shall be docked at the rate of 10 time and one-half. The trading of time on holidays shall be allowed. Any exchange of shift agreement shall normally be approved twenty-four (24) 11 12 hours before the agreement is to be implemented. It is understood that this agreement is solely for trading of shifts and is not intended to change 13 the work week cycle. Nor shall any Employee be removed from this 14 15 program for any reason other than failing to report for a shift exchange. Employees failing to report for a shift exchange shall not be allowed to 16 participate in the program for sixty (60) days. If the Employee fails for a 17 second time, that Employee shall be excluded for six (6) months. A third 18 19 failure excludes the Employee for one (1) year. 20 21 15.2.2 Each department shall maintain rules and regulations that implement the provisions of this section to meet Department and 22 23 Employee needs. Uses of shift exchange include but are not limited to the 24 following: 25 26 15.2.2.1 Vacation 27 28 15.2.2.2 Representing the department in Special Events 29 30 15.2.2.3 Emergency 31 32 15.2.2.4 Personal Leave 33 34 15.2.2.5 Union Business 35 36 It is understood that the exchange of shift agreements require 37 approval of the supervisor designated by the department. 38 39 15.2.4 Employees may not exchange a shift for monetary payment under 40 any circumstances. 41

16. UNIFORMS, WORK DRESS

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16.1 The first badge will be provided by the City at the City's expense. Any misuse of the badge may lead to disciplinary action being taken

1 2 3 4 5 6	against the individual who misused his/her badge. Any lost badges will be replaced by the City and the Employee will incur the replacement cost. Badges will remain the property of the City and will be retained by the City in the event of separation of service. Upon retirement, the City will present the Employee with his/her badge.
7 8 9	16.2 Any changes to the Uniform Policy will be done in accordance with this Contract.
10 <u>17. C</u>	OCCUPATIONAL HEALTH and SAFETY
12 17.1 13	Safe and Healthy Working Conditions
14 15 16 17	17.1.1 Safety is an integral part of the responsibilities of every manager, supervisor and Employee. Safety management exists to assist managers, supervisors and Employees in better performance of their duties.
18 19 20 21	17.1.1.1 Employees shall comply with such rules, regulations and practices as may be prescribed for the conduct of Employees in order to provide safe, sanitary and healthful working conditions.
22 23	17.1.2 For all Employees covered by this Agreement, the Employer shall:
24 25 26	17.1.2.1 Provide safe and healthy working conditions and practices.
27 28	17.1.2.2 Provide safe, healthy and clean work sites and grounds.
29 30 31	17.1.2.3 Provide a safe and secure area for Employee meal and break periods.
32 33 34	17.1.2.4 Maintain in safe working condition all City-owned motor vehicles, tools and equipment.
35 36 37	17.1.3 When the security and safety of staff or public is questionable, the two person concept shall be used per Policy and Procedures/SOP.
38 39 40 41	17.1.3.1 The City and management must use its best efforts to provide a safe work environment. A.O.A. and the department heads will work in conjunction to create a safe work environment.
42 43 44 45	17.1.3.2 City Security Only: The City shall ensure that officers working special events of two (2) people or more shall be posted a minimum of one-half (1/2) hour prior to the event and a minimum of one-half (1/2) hour post event.

1 2		Administrative Instructions and applicable Personnel Rules and Regulations.
3 4 5 6		17.3.2 Injured or disabled Employees will be accommodated in accordance with the law that is applicable at the time an employee utilizes Workers' Compensation.
7 8 9 10 11 12 13 14 15		17.3.3 When an Employee is injured in the line of duty and if the Employee's doctor states that the Employee may/may not work light duty and the City Department of Employee Health disagrees, the City and the Employee's doctor will agree on an independent medical examiner at the City's expense. The opinion of the physician performing the independent medical evaluation will control, and the City will make every attempt to place the employee in a light duty position consistent with the findings of the independent medical evaluation.
16 17 18 19		17.3.4 After exhausting injury leave benefits, Employees may be eligible to receive donated vacation and sick leave in accordance with the Personnel Rules and Regulations.
20 21 22 23		17.3.5 The Union agrees to have two (2) Officers serve on the Mayor's task force on changes to injury time, should a task force be created.
	7.4	Inoculation and Immunization
25 26 27 28 29		17.4.1 Employees, while on duty, who are exposed to a contagious disease will receive any necessary inoculation and immunizations for himself/herself and his/her family at the City's expense.
30 31 32 33		17.4.2 The City will take appropriate measures, as determined by the City Occupational Health and Safety Division to protect Employees from contagious diseases.
	R TI	RAINING, EDUCATION, LICENSURE and CERTIFICATION
35	<u> </u>	William, EBOOKTION, EIGENOOKE and GERTII TOXTION
36 18 37	B.1	In-Service Training and Education
38 39 40 41		18.1.1 Management will provide employee training as necessary to maintain job skills and certifications subject to the availability of funds. Original certificates of completion of a course will be given to employees with a copy being placed in their personnel file.
42 43 44 45		18.1.2 Specialized training for bargaining unit Employees will be posted for seven (7) calendar days and read in briefing. Copies will be provided to the Union President/designee. Selection will be determined by job

1 2 3		performance, experience, qualifications and fitness. Where all are equal seniority shall be the deciding factor.	
4 5 6 7		18.1.3 Upon request of the Union, the Union and the City shall meet to identify areas where additional training will benefit Employees and the City.	
8 9 10		18.1.4 The City will determine when and what training is necessary and such training will be provided subject to the availability of funds.	
11	18.2	2 Educational Leave	
12 13 14 15		18.2.1 Educational Leave shall be granted in accordance with the City's Personnel Rules and Regulations.	
16	19. POSITION DESCRIPTIONS and SPECIFICATIONS		
17 18	19.1	Position Specifications	
19 20 21 22 23 24		19.1.1 The official job description for any position will be maintained by the Human Resources Department. The Union and the Employee or the Employee alone may review the job description for the position the Employee holds.	
25 26 27 28		19.1.2 The Union will be given the opportunity to provide written input to the Human Resources Department, requesting existing job descriptions, changes to job descriptions and new job descriptions.	
29 30 31 32		19.1.3 Upon request of the Union President or designee, the Union will be provided a copy of job descriptions for positions within their bargaining unit.	
33 34 35 36 37 38 39 40 41 42 43 44	20. PROMOTIONAL PROCEDURES and POLICIES		
	20.1	Vacancies	
		20.1.1 Qualified Employees within the bargaining unit will be given first consideration for filling a vacancy within the bargaining unit, promotions within the bargaining unit, transfer or assignment within the bargaining unit.	
		20.1.2 The Employer agrees that when there is a vacancy within a division which could allow an Employee assigned to that unit a promotional opportunity, a notice of such vacancy will be posted on the	

appropriate bulletin boards for a period of seven (7) days. The Union President will be supplied copies of all circulars.

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20.1.5 The City and the Union will notify and encourage bargaining unit Employees to participate in Career Counseling Programs through the City's Office of Career Development. The Union President will be given written notice of career counseling programs as they become available.

20.2 Temporary Upgrades

20.2.1 Temporary upgrades are voluntary assignments. Employees who are temporarily upgraded must be qualified, perform the duties and assume the responsibilities of the position.

20.2.2 Bargaining unit Employees who are temporarily upgraded to supervisory positions are responsible for the documentation of Employee actions which could lead to disciplinary action but will not be required to initiate disciplinary action. Employee action which requires immediate disciplinary action will be initiated by the next level of management personnel on duty.

20.2.3 The City agrees to discourage frequent assignment of Employees below their regular classification and agrees not to lower an Employee's pay on temporary assignment to lower classifications.

20.2.4 Temporary upgrades will be documented by the City.

20.2.5 Every six (6) months the Employer will post a sign-up sheet to allow the Employees to sign up to volunteer for temporary upgrades.

21. PERFORMANCE EVALUATIONS and APPRAISALS

21.1 The parties recognize that department directors may choose to implement a systematic performance evaluation system at the level of the department, division, work unit or by Employee classification. For an Employee to be evaluated, performance evaluations will be conducted by the supervisor(s) for all subordinates assigned to the Employee's charge at least annually, but not more than bi-annually. No evaluation will be made of any Employee by the employee's immediate supervisor(s) until that Employee has served under the supervisor(s) for at least three (3) months. When this is not possible, evaluations shall be conducted in conjunction with previous supervisor(s) when possible.

21.2 At the Employee's request, negative performance evaluations shall be reviewed up to the department head who may modify, rescind or affirm

1 the evaluation in question. Upon request, the employee shall receive a 2 copy of the evaluation upon signing the document. 3 4 21.3 Any deficiencies noted in the performance evaluation shall call for a 5 meeting between the supervisor and the Employee in which the deficiencies and possible corrective action are discussed. The Employee 6 7 may write down their disagreement with noted deficiencies and have it

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21.4 Evaluations should not include ratings solely reflecting a lack of specialized training normally provided by the City, but not made available to the Employee.

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22. PERSONNEL FILES and RECORDS

included with the performance evaluation.

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22.1 **Employee Records**

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22.1.1 A copy of any material pertaining to an Employee's performance or to disciplinary actions to be placed in the employee's personnel files must be presented to the Employee for signature and review.

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By arranging an appointment in advance, Employees shall be allowed to review the contents of their departmental personnel file during normal working hours (8:00 am to 5:00 pm). Reasonable requests for copies or documents in the file shall be honored and reasonable charges made for such copies.

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22.1.3 Only the personnel file kept in the Human Resources Department will be used for interdepartmental interviews.

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22.1.4 Employees shall have the right to submit written responses to all derogatory documents placed in their Human Resources or departmental file within each department. Such written responses will be placed in the appropriate file. Derogatory material may be purged from the Employee's departmental file at the department head's discretion.

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22.1.5 Human Resources departmental files are a permanent record of an Employee's performance with the City of Albuquerque. Such files will not be purged. However, Employees who have been cleared of any charges shall not have reference of any of these charges included in their permanent personnel file.

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It is hereby recognized that, upon written notification by the Employee, the Union will be allowed to view his/her file.

22.1.7 The Union President or designee may request to meet with the department director to mediate disputes concerning purging of derogatory material from departmental personnel files.

23. CONDITIONS of EMPLOYMENT

23.1 Drug Testing

 23.1.1 The City and the Union agree that establishing a drug free workplace is a priority that requires the cooperation of the parties. To that end, the parties will meet with the Substance Abuse Policy Review Board, Human Resources, Risk Management and the Legal Department to discuss problems and possible changes to the current testing procedures. The City will provide necessary training to employees regarding drug testing policies and procedures. The Union will be given the opportunity to provide input to improve the effectiveness of Employee training efforts.

23.1.2 The City will comply with all applicable Federal, State and City laws.

24. DISCIPLINE and INVESTIGATIONS

24.1 Investigations

24.1.1 The parties agree that investigations of disciplinary actions shall be conducted in a manner that affords the Employees involved an environment that is conducive to problem solving. Union concerns over investigations may be initially addressed to the Department Director. It is acknowledged by the parties that it is the responsibility and obligation of the City to investigate charges of employee misconduct.

24.1.2 The Employee shall have the right to have Union representation during the investigative, pre-determination and grievance process. The parties agree investigations should be completed as quickly as possible. For Security and Animal Services Employees, the investigation shall normally be concluded within a fifteen (15) workday period. The City may extend the investigation beyond the fifteen (15) workday period provided the City has a compelling reason(s) for the extension. The reason may include, but will not necessarily be limited to, a homicide, riot, narcotics violation or an excessive force case. At any time during the investigation, the Union and/or the affected Employee may request a status report on the investigation. The request shall not be denied. Employees under investigation may be placed on administrative leave with pay during the pendency of the investigation.

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 24.1.3 Honest Employee and witness testimony is a central ingredient to the establishment and maintenance of an internal investigation process that is characterized as one that has integrity, efficiency and fairness. Each Employee or witness shall be free from inappropriate interrogatories during any investigation. Each Employee shall provide information that is truthful during an investigation. Upon the completion of the investigation the employee will be notified as to whether the charges were sustained or not sustained.

24.1.4 If disciplinary action is contemplated following the investigation the employee will be presented with the charges and provided an opportunity to respond to the charges prior to determining whether any disciplinary action will be taken.

24.2 Disciplinary Actions

- 24.2.1 A pre-determination hearing shall be convened to determine the facts regarding allegations against an Employee which may result in disciplinary action other than a verbal warning, oral counseling, a letter of instruction or a letter of advisement/caution. The Employee shall have reasonable notice, but not less than four (4) days notice, of the scheduled pre-determination hearing. A pre-determination hearing notice shall list the charges against the Employee and will include all discovery against the Employee. The City shall assure Union access to the Policies and Procedures Manual for the purpose of representing an Employee with a pending pre-determination hearing. Within ninety-six (96) hours of the predetermination hearing, the Employee will be allowed an opportunity to review all evidence against the Employee. If an Employee is ordered to prepare a written document that describes an incident that eventually leads to an investigation of the Employee's behavior, the Employee, upon request, shall be provided a copy of the letter. The letter shall be provided to the Employee before the Employee is required to submit a written answer to any charges filed against the Employee by the Department.
- 24.2.2 When notifying the Employee of the charges against the Employee, it is recognized that the Employee has the right to Union representation. Written notification of investigation will be initiated within ten (10) employee workdays of the commission, omission or discovery of the act that precipitated the charges and the investigation. In cases where extensive investigation is required, disciplinary action will not be initiated until the facts have been established.
- 24.2.3 In the event disciplinary action is taken against an Employee other than the issuance of an oral warning, the employer shall promptly furnish

the Employee in writing a clear and concise statement of the reasons therefore. 24.2.4 Nothing in this section shall prevent the Employer from disciplining or discharging Employees for just cause. 24.2.5 When disciplinary action is to be imposed, progressive discipline will be considered when it appears that the merits of the case would lend itself to this procedure.

24.2.6 When possible, criticism of Employees and management will be in private, away from the public and other Employees.

24.2.7 An Employee may propose in writing to management a level of discipline the Employee will accept for an offense prior to management imposing disciplinary action. If management accepts the discipline proposed by the Employee, the issue will be considered settled and the action will not be grieved.

25. GRIEVANCE and APPEAL PROCEDURES

25.1 Grievance Procedure

25.1.1 Nothing in this Agreement shall prevent any Employee from instituting or pursuing any grievance in his/her behalf without the assistance of the Union. The City and the Union agree to work together to make efforts to resolve grievances at the lowest level. The Union must be notified at the filing of all grievances by the Employee.

25.1.2 The aggrieved Employee may have representation at any time or step in the grievance procedure of disciplinary action.

25.1.3 As a condition of employment, Employees are required to appear as witnesses in grievance hearings when requested by the aggrieved Employee or by the City. Requests for the appearance of witnesses will be made through the Department of Employee Relations. Any Employee called as a witness during working hours shall be paid at the Employee's regular rate. The Employee will be required to return to work when he/she is no longer needed as a witness. Employees called as witnesses during time off shall be paid at straight time for the time spent at the hearing by whichever party is requiring the Employee to appear.

25.2 Grievance Steps

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- 25.2.1 A grievance shall be defined as an alleged violation of the Agreement.
- 25.2.2 Prior to filing a written grievance, an Employee shall informally discuss the grievance with the Department Director or the Director's designee.
- 25.2.3 A grievance shall be considered null and void if the grievance is not filed in writing at Step One within ten (10) workdays after the act, commission or omission that generated the grievance occurred.
- 25.2.4 <u>Step One</u>: If the Employee is not satisfied with the results of the informal meeting, the Employee may file a written grievance with the Department Director no later than ten (10) workdays after the act, commission or omission that generated the grievance occurred. The Department Director or the Director's designee will submit a written response to the grievance to the Employee and the Human Resources Director no later than ten (10) workdays after the Department Director received the grievance. The Department Director shall also send a copy of the response to the Union.
- 25.2.5 Step Two: If the Employee is not satisfied with the Department Director's written grievance response, the Employee may appeal the grievance in writing to the Human Resources Director no later than ten (10) working days after receiving the Director's written response. The Employee shall submit a copy of the appeal to the Union and then to the Human Resources Director. The Human Resources Director shall convene a meeting to discuss the grievance within fifteen (15) workdays after receiving the grievance. The Employee may have a Union representative attend the meeting and the Department Director may be represented by a person of the Department Director's choice. No later than ten (10) workdays after the close of the meeting, the Human Resources Director shall issue a written finding to the Employee, the Union and the Department Director.
- 25.2.6 If the Union and the Employee are not satisfied with the Human Resources Director's written finding, the Union may appeal the grievance to the City's Labor-Management Relations Board within thirty (30) days after receipt of the findings.
- 25.2.7 The time limits set forth herein shall be considered maximums. The parties may only extend the time limits by executing a written extension. If a grievance is not filed or appealed by the Employee or Union in a timely manner, the grievance shall be considered null and void. If the

1 2 3		City does not respond to a grievance in a timely manner, the grievance shall automatically be appealed to the next step.
4 5	<u>26.</u>	EMPLOYEE REIMBURSEMENTS
6 7 8	26.1 left l	Per Diem and Mileage Reimbursements – This section intentionally plank
9 10	26.2	Other Employee Reimbursements
11 12 13 14		26.2.1 Health aids damaged in the line of duty will be repaired or replaced by the City. Replacement of health aids shall be of equal construction for those items damaged or broken.
15 16 17 18		26.2.2 Employees' watches damaged in the line of duty will be reimbursed for such damage up to a maximum of forty dollars (\$40.00). A receipt and incident report is required.
19	<u>27. E</u>	EMPLOYEE LIABILITY COVERAGE
20 21	27.1	Legal Protection/ Civil Actions
22 23 24 25 26 27 28		27.1.1 Should an Officer be sued in a civil action for any allegations arising out of the course and scope of the Officer's employment, the Officer will be provided a defense and indemnity from liability pursuant to the requirements of the New Mexico Tort Claims Act, Section 41-4-1 et. Seq. NMSA 1978, as amended, and in accordance with any applicable joint powers agreement.
29 30 31	27.2	Legal Protection/ Criminal Actions
32 33 34 35		27.2.1 It is understood by the parties that it is against public policy to defend an Officer in a criminal suit once the Officer is indicted for a criminal act.
36 37 38 39		27.2.2 The Union and the Human Resources Department will meet and confer to evaluate possible methods to provide a defense to Employees who are charged by citizens with misdemeanor criminal complaints filed for actions taken in the course and scope of their employment.
40 41 42	27.3	Employee Liability Coverage/ General Provisions

27.3.1 For purpose of this section and Agreement, the phrase "course and scope of employment" means the lawful acts which an Officer is requested, required or authorized to perform by the City.

27.3.2 Nothing herein shall bar the use in court of case law and common law in the resolution of any dispute arising out of an interpretation of the New Mexico Tort Claims Act 41-4-1 et. Seq. NMSA 1978.

27.3.3 It is understood by the parties that a breach of this Agreement shall not, in itself, cause the City to be liable for any punitive damages arising out of any suit to which the Officer is a party.

28. EMPLOYEE ASSISTANCE PROGRAMS

28.1 Employee Assistance Program – This section intentionally left blank

28.2 Critical Incident Stress Debriefing

28.2.1 Employees who, during the performance of their duties, are seized, detained by force, threatened or are victims of significant battery will be referred to the Employee Assistance Program for evaluation to determine if the Employee can perform the essential functions of the job. If determined that the employee cannot return to duty, the Employee will remain on injury time until the employee has been released to return to duty. It is the intent of this section to ensure adequate care and treatment as well as uninterrupted pay for Employees involved in work related injuries.

 28.2.2 In the event that critical stress incidents including, but not limited to, work peer suicide or work related death of a co-worker occurs, Employees will be referred to the Employee Assistance Program for counseling. These counseling sessions will be kept confidential. The Employer shall provide employees appropriate and adequate critical incident stress debriefing (hereinafter referred to as "CISD") through the E.A.P.

 28.2.3 The City will notify the Union President or the President's designee of any serious incident such as a riot, an assault and battery on an employee or a hostage situation that affects an Employee. This commitment shall not be interpreted or implemented in a manner that limits the ability of the City to effectively address and resolve the incident. Failure by the City to notify the President of the incident, may be initially grieved to the Director of Human Resources.

1 2		3 Burial and Funeral Expenses		
3 4 5 6		28.3.1 The City agrees to defray funeral and burial expenses of any Employee killed under honorable circumstances in the line of duty to a maximum of nine thousand dollars (\$9,000.00).		
7 8	<u>29.</u>	EMPLOYEE VEHICLE USAGE - This section intentionally left blank		
9 10 11	<u>30.</u> inte	EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION - This section ntionally left blank		
12 13	31. FIREARMS			
14 15	31.1	Firearms Operating Procedures		
16 17 18 19 20		31.1.1 Departments will establish firearms operating procedures and provide training for those employees required to carry firearms. Existing departmental firearms operating and training procedures will be reviewed by the City Legal Department.		
21 22	31.2	Firearms Qualification		
23 24 25		31.2.1 The City will schedule practice time for each Employee issued a firearm. Sufficient ammunition will be provided at no cost to the Employee.		
26 27 28		31.2.2 Firearms qualifications shall be conducted in accordance with the New Mexico Law Enforcement Academy Guidelines.		
29 30 31 32		31.2.3 An Employee who fails to qualify on the Employee's first attempt shall be permitted a second opportunity to qualify in accordance with Department Regulations and Procedures.		
33 34 35 36 37 38 39 40 41 42	<u>32. C</u>	ITY PROVIDED EQUIPMENT and TOOLS		
	32.1	Storage of City Equipment		
		32.1.1 Storage that provides a reasonable amount of security will be provided for City equipment and Employees will not be required to take equipment home except when the Employee is on standby status.		
		32.1.2 Employees who are to take City equipment home will be held responsible for its maintenance and care and replacement in the event it is		

damaged or lost. A policy addressing the storage of weapons will be 1 2 established by the department. 3 4 32.2 Clothing Allowance 5 32.2.1 Each Employee shall receive a clothing and personal properties 6 allowance of six hundred dollars (\$600.00) per year to be paid at the rate 7 of fifty dollars (\$50.00) per month on the first payday of each month. 8 Payments may be prorated on a pay period basis, twenty-six (26) equal 9 10 payments per year. 11 12 33. EMPLOYEE INCENTIVE PROGRAMS 13 33.1 Employee Recognition Program 14 15 33.1.1 Committees may be established within each department to review 16 and recommend improvements to existing Employee incentive programs 17 and to propose new programs that will benefit both the City and the 18 19 Employees. 20 21 33.1.2 If these programs are implemented, awards shall be consistent 22 with the provisions detailed in Section 404 of the City's Personnel 23 Regulations. 24 25 33.2 Sick Leave Incentive Program 26 27 33.2.1 Employees who utilize zero (0) hours of sick leave over six (6) consecutive months will be awarded one (1) day of leave in accordance 28 29 with Council Resolution R-445. 30 34. EMPLOYEE PAYROLL DEDUCTIONS - This section intentionally left blank 31 35. LAYOFF/ REDUCTION IN FORCE and RECALL 32 33 35.1 Layoff and Reduction in Force Procedures 34 35 36 35.1.1 When it is necessary to have a reduction in force, Employees will be laid off in reverse order of seniority within their department. 35.1.2 In the event of layoff, an Employee will retain seniority in any classification held within this bargaining unit and will be allowed to apply the total length of continuous service within this bargaining unit towards seniority.

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1 35.1.3 An Employee identified for layoff will be given at least fifteen (15) 2 working days notice. 3 4 35.1.4 The City will provide for Union input prior to any layoff. 5 6 35.1.5 An Employee who is laid off has the responsibility of keeping the 7 City informed as to correct mailing address. An Employee laid off due to a reduction in force will be called back to work in his/her seniority order 8 9 according to the following procedure: 10 11 The City will advise the Employee to be recalled by certified or registered US Mail. A copy of such recall notice shall be 12 13 furnished to the Union. 14 15 35.1.5.2 An Employee upon receiving notice of recall will, within 16 ten (10) working days after receipt of the recall notice, acknowledge 17 receipt by certified or registered mail advising the Human Resources Director of the date he/she will be available for service. 18 19 The available date must not be later than thirty (30) calendar days 20 from the date the Employee receives the recall notice unless there 21 are extenuating circumstances. 22 23 35.1.5.3 Employees failing to comply with this section will forfeit 24 their recall rights. Failure to report following the receipt of the recall 25 will be considered an automatic resignation. It is understood that the City will have discharged its obligation of notification to laid off 26 Employees by having forwarded the recall notice as herein outlined. 27 28 29 35.1.6 No new Employees will be hired into the bargaining unit until all 30 laid off qualified Employees have been given an opportunity to return to 31 work. 32 33 35.1.7 Bidding on vacancies while on Layoff-Forced Assignment: 34 Employees who are assigned to a lower grade as a result of reduction in 35 the work force may bid for positions of a higher grade and pay. Should the position bid for carry a grade and pay higher than the forced assignment 36 but lower than the position from which the Employee was initially 37 downgraded, the Employee will retain the recall rights to the Employee's 38 initial position. Should the Employee, while on forced grade and pay be 39 higher than his initial position and the Employee accepts the position, the 40 Employee will relinquish all recall rights to the initial position held prior to 41 42 the forced assignment. (This last sentence doesn't make sense). 43

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2	36.	Resignation – This section intentionally left blank		
3 4	36.	2 Retirement		
5 6 7 8		36.2.1 Employees should plan to begin processing for retirement at least six (6) months before the projected date of retirement. Assistance may be obtained through the Human Resources Department.		
9 10 11		36.2.2 Employees may convert one hundred percent (100%) of their sick and vacation leave accumulations to cash payment at time of retirement.		
12 13	<u>37.</u>	RULES and REGULATIONS		
14 15 16 17		37.1 The Employer hereby agrees that any changes to Rules and Regulations within each department shall not be in direct conflict with Local 1888's existing contract.		
18 19 20 21		37.2 The Employer agrees to notify Local 1888 in advance and in writing of any proposed changes to Rules and Regulations for review purposes, and to provide input.		
22 23	- I I I I I I I I I I I I I I I I I I I			
24 25	38.1	Contracting for Services		
26 27 28 29		38.1.1 The City agrees that prior to contracting or sub-contracting out bargaining unit positions that the Union will be allowed input on such action and will be given adequate notice.		
30 31	<u>39.</u> S	. STRIKES and LOCKOUTS – This section intentionally left blank		
32 33 34 35 36 37 38 39 40 41	<u>40. C</u>	ENERAL ADMINISTRATIVE PROVISIONS		
	40.1	Non-Discrimination		
		40.1.1 The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all Employees in compliance with applicable law against discrimination as to age, race, creed, color, religion, national origin, sex, condition of disability, sexual orientation, marital status, veteran status or political affiliation.		

- 40.1.2 The Employer and the Union agree with the rights of Employees to become or not to become Union members. There shall be no discrimination, interference, restraint or coercion by the Union or the Employer regarding any employee's decision to affiliate or not to affiliate with the collective bargaining Union.
- 40.1.3 The Union recognizes its responsibility as the bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

40.2 Memoranda of Understanding (MOU)

40.2.1 The signatures of the Union President and the Director of Human Resources, as exclusive representatives on Memorandums of Understanding, shall be binding on the parties.

40.3 Complete Agreement /Zipper Clause

- 40.3.1 The parties agree that this is the complete and only Agreement between the 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.
- 40.3.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities; therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively, but could if mutually agreed, 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.
- 40.3.3 Furthermore, it is understood and agreed that Employees have only those contractual rights specifically granted to them by the specific language of this Agreement. Neither the Union nor the Employees have any implied or inferred contractual rights. The Union shall be the exclusive representative for those contractual rights.

40.4 Savings Clause

40.4.1 Should any part of this Agreement or any provisions contained 1 2 herein be declared invalid by any tribunal of competent jurisdiction, the 3 validity of the remaining portions shall not be affected. 4 5 40.4.2 Should this occur the parties will immediately meet to negotiate a 6 suitable provision to replace the provision held invalid. 7 8 40.5 **Term of Agreement** 9 10 40.5.1 This agreement is effective July 3, 2010, and shall remain in effect 11 through June 30, 2012. Either party may reopen negotiations on all 12 economic issues by providing written notice to the other party of its intent to reopen negotiations. This notice of reopener shall be provided in writing no later than sixty (60) days prior to July 3, 2011, the first anniversary date of this Agreement.

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40.5.3 This agreement is enacted in accordance with the provisions of the Labor-Management Relations Ordinance, § 3.2.18 R.O. 2002.

	IN WITNESS WHEREOF, the parties have entered their na signatures of their authorized representatives on this 3rd 15 15 16 16 18 16 18 18 18 18 18 18 18 18 18 18 18 18 18	ames and affixed the day of
	7 CITY OF ALBUQUERQUE AFSCME	
1 1	By: Richard J. Berry, Mayor City of Albuquerque AFSCME Lo	alker, President ocal 1888
1		
1: 19 20 21 22 23	By: Robert Perry City Attorney	
24 25 26 27 28 29 30 31 32		
33 34 35 36 37 38		2010 AUG -9 PECEN
39 40 41 42 43 44		PH 2: 4.3
45 46 47 48	Throughout the whole agreement "Employee Relations" will be repl	laced with "Human