

AGREEMENT
Between
THE CITY OF ALBUQUERQUE
And
LOCAL 3022 AFSCME, COUNCIL 18, AFL-CIO

August 6, 2016 – June 30, 2018

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1 **AGREEMENT**

2 0. RECITALS

3
4 **0.1 Preamble**

5
6 The Union and Employer recognize the mission, goals and obligations of the City
7 of Albuquerque as a provider of services to the citizens of the City through its
8 employees. The parties further recognize that it is in the best interest of the
9 parties, the employees and the public that all dealings between the parties
10 continue to be characterized by mutual responsibility and respect. This
11 Agreement shall provide terms and conditions of employment for employees
12 covered herein and a procedure to resolve grievances. The Union shall not file a
13 grievance or entertain a grievance from an employee that only alleges a violation
14 of this Article.

15
16 **0.2 Authority**

17
18 This Agreement has been made and entered into by and between the City of
19 Albuquerque (hereinafter "Employer") and Local 3022, City of Albuquerque M-
20 Series Employees, of the American Federation of State, County and Municipal
21 Employees, Council 18, AFL-CIO (hereinafter "Union") pursuant to the City of
22 Albuquerque Labor-Management Relations Ordinance.

23
24 **0.3 Agreement Control**

25
26 This Agreement has been negotiated in accordance and compliance with the
27 Employer's Labor-Management Relations Ordinance and the laws of the State of
28 New Mexico. If there is any conflict between the Agreement and the Labor-
29 Management Relations Ordinance, the Ordinance shall control. If there is any
30 conflict between this Agreement and the Employer's Merit System Ordinance,
31 department Standard Operating Procedures (SOP), Policies or Personnel Rules
32 and Regulations, this Agreement shall control.

33
34 **0.4 Recognition**

35
36 0.4.1 The Employer recognizes the Union as the sole and exclusive
37 representative in all matters establishing and pertaining to wages, hours and all
38 other terms and conditions of employment for all employees in the stipulated
39 bargaining unit, including all M-Series and Police Communications Shift
40 Supervisors. The parties agree to the inclusion of eligible part-time M-Series
41 employees in the Union's bargaining unit. The term "employee" for the purpose of
42 this Agreement shall mean bargaining unit employee.

43 0.4.2 The City and the Union will identify positions that are jointly identified to
44 be either included or excluded from the bargaining unit. These positions will be
45 included or excluded from the bargaining unit when the employee currently
46 occupying the position leaves the position identified on the "Questionable" List
47 ("Q" List) or "Union" List ("A" Lists) prepared by the City's Human Resources
48 Department. Recommendations by either the Union or the City to include or

1 exclude positions from the bargaining unit shall be brought to the Union-
2 Employer Committee (UEC) for consideration.

3 0.4.3. If the parties agree that any such employees or job titles are eligible for
4 inclusion in the bargaining unit, those employees agreed upon shall be added
5 into the Stipulated Bargaining Unit by further stipulation of the parties. At this
6 time, the Employer shall identify positions or employees who should be excluded
7 from the unit under the City of Albuquerque's Labor-Management Relations
8 Ordinance. If the parties cannot reach agreement, the Union or the Employer
9 may submit the question of whether any such employees or job titles are eligible
10 for inclusion in the bargaining unit under the City of Albuquerque Labor-
11 Management Relations Ordinance to the City of Albuquerque Labor-
12 Management Relations Board for determination. The determination(s) of the
13 Labor-Management Relations Board will be final, with neither side appealing
14 such determination(s) further. Both parties shall advise the Labor-Management
15 Relations Board that it is their mutual desire, intention and agreement that any
16 job titles or employees resolved by the Labor-Management Relations Board in
17 favor of the Union or the Employer will be added to or deleted from the Stipulated
18 Bargaining Unit.
19

20 1. GENERAL LABOR/ MANAGEMENT PROVISIONS

21
22 **1.1 Fair Share/ Agency Fee**

23
24 1.1.1 The Employer shall, for the duration of this Agreement, deduct from any
25 employee's, pay for each pay period of each month, Union dues provided the
26 employee submits an authorization thereof. The deductions shall be made and
27 transmitted to the Union in the manner set forth under Article 1.2.2 of this
28 Agreement.
29

30 1.1.2 Payment of an agency fee by non-union bargaining unit employees
31 has been authorized by Resolution of the Albuquerque City Council. The
32 Resolution requires an adequate showing by the Union that at least 50% of the
33 employees in the bargaining unit are members in good standing with the Union at
34 the time the agency fee is implemented and the threshold percentage is
35 maintained while the agency fee is in place.
36

37 1.1.3 The Resolution further requires that any agency fee provision
38 negotiated pursuant to the Resolution comply with all state and federal legal
39 requirements.
40

41 1.1.4 The parties agree to implement an agency fee for non-union employees
42 subject to the provisions set forth in paragraphs 2 and 3 above and the following
43 additional conditions:
44

45 1.1.4.1 The Union shall retain an independent auditor to audit its
46 receipts and expenditures on an annual basis.
47

48 1.1.4.2 The Union will publish the results of the audit, including an
49 adequate explanation of the agency fee, to bargaining unit employees.
50

1 1.1.4.3 Bargaining unit employees shall have thirty (30) days to file a
2 challenge to the apportionment of the agency fee.
3

4 1.1.4.4 An impartial decision maker shall hear any challenge.
5

6 1.1.4.5 The amount of the agency fee shall only include costs permitted
7 under applicable federal and state case law. The determination of these
8 costs shall be made from the most recently available audited financial
9 reports. If a court of competent jurisdiction rules that certain costs
10 included in the agency fee are prohibited from inclusion or that the
11 Resolution's limitations legally prohibit the inclusion of certain costs, the
12 agency fee amount shall be modified accordingly.
13

14 1.1.4.6 Under no circumstances shall non-union employees be required
15 to contribute towards the Union's social, political or charitable activities;
16 nor shall any non-union employee be subject to any retaliation for refusal
17 to contribute to such activities.
18

19 1.1.4.7 The Union has the burden of proving before the impartial
20 decision maker that its costs were properly apportioned to the agency fee.
21

22 1.1.4.8 Any portion of the agency fee that is specifically challenged shall
23 be held in escrow until resolution of the challenge.
24

25 1.1.4.9 To the extent permitted by Law, the Union shall indemnify and
26 hold the City harmless, including payment of attorney fees and costs for
27 counsel chosen by agreement of the parties, for any claim or challenge to
28 this article or the imposition of an agency fee.
29

30 1.1.4.10 Once the appropriate amount of the agency fee for the most
31 recent twelve (12) month audit has been determined, the Employer
32 agrees to deduct that amount from the pay of non-union employees for
33 the twelve (12) months subsequent to the determination.
34

35 1.1.4.11 The Employer shall make the agency fee payment deductions
36 for employees in the bargaining unit who do not submit an authorization
37 form for Union dues deduction or pay the Union dues by another method
38 identified by the Union.
39

40 1.1.4.12 The Employer shall make employee payroll deductions for
41 agency fee payments upon notification to the non-dues-paying employee
42 of the amount and reason for such payment.
43

44 1.1.4.13 All money deducted from wages for agency fee payments shall
45 be remitted to the Union after the payday covering the pay period of
46 deduction in the same manner as dues are remitted under Article 1.2.2. If
47 any employee has insufficient earnings for the pay period, no agency fee
48 payroll deduction will be made for that employee for that pay period.
49

50 1.1.5 If, as a result of litigation, changes to this Article become necessary, the
51 parties will meet to negotiate the issues.

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1.2 Payroll Deduction

1.2.1 Upon receipt of a signed authorized membership dues deduction card, the Employer shall deduct membership dues levied by the Union in accordance with the Union’s constitution and by-laws. The Union shall designate in writing to the Employer’s Central Payroll Office Manager the amount of the deduction. If the amount changes, the change shall be communicated in writing by the Union to the Employer. All deductions, including new deductions or changes in the amounts of the deductions, shall begin the first full pay period after the Employer receives the written notice of change. Deductions shall be made each bi-weekly pay period unless terminated in accordance with the provisions set forth herein.

1.2.2 The Employer’s DFAS Central Payroll Office shall forward to the Union all dues withheld pursuant to valid authorization cards. The Union shall inform the Central Payroll office manager in writing where the dues should be sent. The transmission of the dues by the Employer to the Union shall take place no later than the end of the following pay period. The transmission shall include a roster of the employees for whom the deductions have been made.

1.2.3 An employee may authorize payroll deduction amounts in excess of the dues levied by the Union. The employee shall sign a separate authorization form in order to initiate this deduction.

1.2.4 An employee may terminate dues deduction by submitting a written request for termination of the deduction during the first week of July to the Union President. The President shall forward the termination request to the DFAS Central Payroll Office within one (1) week after receipt of the termination notice. The deduction shall terminate the first full pay period after the Employer receives the termination request.

1.2.5 The Employer shall terminate an employee’s dues deduction if the employee leaves the bargaining unit for any reason. The deduction shall terminate the first full pay period after the employee leaves the bargaining unit. The Union shall receive notice of the termination on reports submitted by the Employer to the Union as required by this Agreement.

1.2.6 The Union shall indemnify, defend and save the Employer 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 Employer for the purpose of complying with this section.

1.3 Union Rights

1.3.1 Neither party shall interfere with the internal operations of the other party. Employee conversations that do not interfere with the employees productivity and performance shall not be prohibited.

1.3.2 The Union has the right to elect or appoint Union representatives and stewards in accordance with the Union’s internal constitution and policies. Union

1 representatives and stewards are recognized as Union leaders at worksites.
2 Union representatives and stewards shall have reasonable access to the
3 premises of the Employer after giving appropriate notice. Union representatives
4 and/or stewards may only meet with employees during the employee's work time
5 if the meeting is approved in advance by the employee's supervisor. Such
6 visitations shall be for the purpose of administering this Agreement. Union
7 representatives or stewards may request meetings as needed to prevent, clarify
8 or resolve a problem. M-Series employees required to conduct pre-determination
9 hearings shall receive training on conducting such hearings within 120 calendar
10 days following execution of this agreement.

11
12 1.3.3 Union members will donate two (2) hours of accrued vacation time per
13 fiscal year to a Union Business Leave Pool. Appropriate City leave forms must
14 be submitted to the HR Director to utilize this leave.

15
16 1.3.4 Up to a maximum of four bargaining unit employees appointed to the
17 Union negotiating team will be released from duty to participate in negotiation
18 sessions scheduled by mutual agreement of the parties. The employees may
19 utilize leave without pay, accrued vacation, accrued comp time, or paid leave
20 from the members donated Union business leave pool.

21
22 1.3.5 One Union steward or Union officer assigned to represent bargaining unit
23 employees in pre-determination meetings, grievance hearings, P.P.C. hearings,
24 arbitration or other meetings with management will be released from duty. The
25 employees may utilize leave without pay, accrued vacation, accrued comp time,
26 or paid leave from the members donated Union business leave pool.

27
28 1.3.6 Union Officers will be released from duty to conduct their official Union
29 business. The Union Officers may utilize leave without pay, accrued vacation,
30 accrued comp time, or paid leave from the members donated Union business
31 leave pool.

32
33 1.3.7 Properly labeled outside and inter-departmental mail addressed to
34 employees shall be treated as confidential and shall not be opened by office
35 personnel.

36
37 1.3.8 The Union shall be permitted to meet new employees at each new
38 employee orientation meeting attended by bargaining unit employees. The
39 Union may meet with the employees before and after the orientation meeting and
40 during any break scheduled by the Employer. If the Union assigns an employee
41 to represent the Union at an orientation meeting, the employee may utilize leave
42 without pay, accrued vacation, accrued comp time, or paid leave from the
43 members donated Union business leave pool.

44
45 1.3.9 Bulletin Board. The Employer shall provide the Union with an Employer
46 bulletin board dedicated exclusively for Union use at each worksite to post Union
47 approved material. The Union steward at the worksite and the worksite
48 supervisor will jointly designate the space provided. The posted literature shall
49 not include politically partisan material or any content that is personally
50 derogatory.

1 **1.4 Employer Rights**

2
3 1.4.1 Subject to existing law, the City reserves the following rights:

- 4
5 1.4.1.1 To direct the work of its employees;
- 6 1.4.1.2 To hire, promote, evaluate, transfer and assign employees;
- 7 1.4.1.3 To demote, suspend, discharge or terminate employees for just
- 8 cause;
- 9 1.4.1.4 To determine staffing requirements;
- 10 1.4.1.5 To maintain the efficiency of the City government in
- 11 emergencies, and
- 12 1.4.1.6 To manage and to exercise judgment on all matters not
- 13 specifically prohibited by this Article or by the Agreement.
- 14 1.4.1.7 Neither party shall interfere with the internal operations of the
- 15 other party.

16
17 **1.5 Labor Management Committee**

18
19 1.5.1 A Union-Employer Committee (UEC) shall be established.

20 The UEC shall be composed of two (2) employees appointed by the Union and

21 two (2) employees appointed by the Employer. The UEC shall normally meet

22 during the employee workday on a monthly basis. Overtime shall not be paid to

23 an employee for time spent on the UEC.

24
25 1.5.2 The parties agree to include in the meetings additional persons as the

26 need for their attendance arises.

27
28 1.5.3 The UEC shall address the implementation of this Agreement

29 and any other issue of concern to either party. The parties shall prepare and

30 exchange agenda items at least three (3) work days in advance of the meeting,

31 unless mutually agreed otherwise.

32
33 1.5.4 The UEC shall not be permitted or empowered to negotiate any

34 provision that amends this Agreement or any provision that violates this

35 Agreement.

36
37 **1.6 Bargaining Unit Information, Accretion**

38
39 1.6.1 The Employer shall provide the Union at least once every three (3)

40 months the following information in electronic format i.e., email, pdf, etc.:

- 41 1.6.1.1 Names, addresses and phone numbers of bargaining unit
- 42 employees; the addresses and phone numbers shall be used in a manner
- 43 consistent with the settlement agreement between the Union and the City
- 44 that established the Union's right to the addresses and phone numbers;
- 45 1.6.1.2 Organizational code for each name and a key for each
- 46 organizational code;
- 47 1.6.1.3 Date of hire for each employee;
- 48 1.6.1.4 M Series grade for each bargaining unit employee;
- 49 1.6.1.5 Current hourly rate for each employee;
- 50 1.6.1.6 FLSA status for each employee, and

1 2.2.1 Until negotiated and ratified otherwise the following shall be paid to
2 eligible employees:

3 2.2.1.1 Each employee with five (5) continuous years' service with the
4 Employer shall receive) fifty-one dollars and fifty cents (\$51.50) each pay
5 period.

6
7 2.2.1.2 Each employee with ten (10) continuous years' service with the
8 Employer shall receive seventy-six dollars and fifty cents (\$76.50) each
9 pay period.

10
11 2.2.1.3 Each employee with fifteen (15) continuous years' service with
12 the Employer shall receive one hundred and one dollars and fifty cents
13 (\$101.50) each pay period.

14
15 2.2.1.4 Each employee with twenty (20) or more continuous years of
16 service with the Employer shall receive one hundred twenty-six dollars
17 and fifty cents (\$126.50) each pay period.

18 19 **2.3 Overtime**

20
21 2.3.1 As a condition of employment, employees may be required to work
22 overtime. Overtime work for City employees is generally discouraged; however
23 when overtime is required for non-exempt employees, compensation must be in
24 accordance with the Fair Labor Standards Act (FLSA) and the Agreement. Paid
25 time will be considered hours worked for purposes of calculating overtime.

26
27 2.3.2 A non-exempt employee shall not work more than the regularly
28 scheduled forty (40) hour workweek without prior approval of the department
29 director or immediate supervisor as designated by the director. Working
30 overtime without prior approval is considered just cause for disciplinary action up
31 to and including termination.

32
33 2.3.3 Overtime payment may, by mutual agreement, be in the form of cash or
34 compensatory time. Compensatory time is limited to a maximum accrual of sixty-
35 four (64) hours. Accrued compensatory time shall be used before vacation.

36
37 2.3.4 Each section, or division where sections do not exist, shall maintain a
38 class seniority list in descending order where the most senior non-exempt
39 employee is listed first.

40
41 2.3.5 If overtime is required in a division or section, the division manager or
42 section head shall schedule overtime to non-exempt employees on the basis of
43 seniority unless the division manager or section head determines in good faith
44 that the overtime assignment requires specific job skills/license/experience that
45 warrant the assignment of an employee who may not be most senior. Non-
46 exempt employees shall be offered overtime work on a rotational basis from the
47 class seniority list. The first employee on the list is offered overtime first. When
48 an employee works the requested overtime, the employee shall be rotated to the
49 bottom of the list. If an employee declines overtime, the subsequent employee on
50 the list shall be offered the overtime until all employees on the list have been
51 offered the overtime. If all non-exempt employees decline overtime work the

1 Employer shall assign overtime on a rotational basis in reverse order of the class
2 seniority list.

3 3. INSURANCE COVERAGE and BENEFITS

4

5

3.1 Premium Costs

6

7

3.1.1 The City will pay 80% of the group health and dental insurance premium
8 and the employee will pay 20% of the premium plans offered by the City.

9

10

3.1.2 The Employer shall assume 100% of the group life insurance program.

11

12

3.1.3 The employee shall assume 100% of the Optional Supplemental Life
13 Insurance premium.

14

15

3.2 Insurance Programs

16

17

3.2.1 Group Life Insurance: Employees hired into classified positions working
18 twenty (20) hours or more per week, receive life insurance protection effective
19 the date of hire at no cost to the employee. The amount of protection is
20 determined according to the employee's basic annual earnings. Protection will
21 be adjusted annually, if necessary, to correspond to pay rate changes. Upon
22 terminating the group life insurance will cease on the last day of employment.
23 Upon retirement, an employee will continue to be covered by the Employer's plan
24 at no cost to the employee. Coverage will be one-half of the coverage reflected
25 on the most recent annual life insurance adjustment report immediately prior to
26 retirement. Employees categorized as temporary, seasonal, student or part-time
27 working less than twenty (20) hours per week are not eligible to participate in the
28 Group Life Insurance programs.

29

30

3.2.2 Supplemental Life Insurance: Employees working twenty (20) hours or
31 more per week, their spouses and dependent children may participate in
32 supplemental life insurance program offered by the City. Spouse, domestic
33 partner and dependents are eligible to be included on the same date the
34 employee becomes insured, within thirty-one (31) days of the date the employee
35 acquires an eligible dependent, during the annual open enrollment period or
36 upon a qualifying event. Other enrollments or changes may be made at any
37 time, however, they are subject to approval by the insurance company
38 underwriter. The total premium cost is the responsibility of the employee with no
39 contribution by the Employer.

40

41

3.2.2.1 Supplemental life insurance will continue through the end of the
42 pay period in which the employee terminated. Conversion may be made
43 to an individual policy when City employment ceases.

44

45

3.2.2.2 Employees categorized as temporary, seasonal, student or part-
46 time working less than twenty (20) hours per week are not eligible to
47 participate in the Supplemental Life Insurance programs.

48

49

3.2.3 Health and Dental Insurance: Employees categorized as regular part-time
50 working twenty (20) hours or more per week are eligible for health and dental

1 insurance. Employees may enroll without a medical examination within thirty-one
2 (31) days of the date on which employment begins or during the annual open
3 enrollment period.

4 3.2.3.1 Coverage begins on the first day of the pay period immediately
5 following submittal of enrollment documents when enrollment forms are
6 submitted within the thirty-one (31) day eligibility period but after the first
7 day at work. If new hires elect to submit the enrollment forms before their
8 first day of work, coverage may then begin on the first day of work.
9 Spouse, domestic partner and dependents are eligible to be included on
10 the same date the employee becomes insured, within thirty-one (31) days
11 of the date the employee acquires an eligible dependent, during the
12 annual open enrollment period or upon a qualifying event. All information
13 recorded by the insured on the City enrollment form is subject to
14 verification. The Employer and the employee share the cost of
15 contributory premiums. The Employer retains the right to modify the plan
16 of benefits or premium structure during annual renewal negotiations.
17

18 3.2.3.2 Employees are required to notify the Employer's Insurance and
19 Benefits Office of a divorce, legal separation or changes in status of a
20 dependent child within thirty (30) days after the date of the event. Failure
21 to provide notification will result in cancellation of benefit coverage for
22 dependents.
23

24 3.2.3.3 Under the Health Insurance Portability and Accountability Act
25 (HIPPA) an employee may enroll within thirty-one (31) days of the date
26 the employee marries or acquires a child through birth or adoption.
27

28 3.2.3.4 Employees categorized as temporary, seasonal, student, intern,
29 or part-time working less than twenty (20) hours per week are not eligible
30 to participate in the Group health or dental Insurance programs.
31

32 3.2.4 Reinstated Employees: Employees reinstated, as the result of an
33 administrative or judicial action must contact the Employer's Insurance & Benefits
34 Office within thirty-one (31) days of reinstatement to arrange for health care
35 benefits if there was participation prior to cancellation of benefits. Documentation
36 authorizing the reinstatement must be provided to the Employer's Insurance &
37 Benefits Office at the time of enrollment.
38

39 3.2.5 Loss of Non-City Sponsored Health Care Coverage: Employees working
40 twenty (20) hours or more per week and/or eligible dependents covered under a
41 non-Employer sponsored health care plan that is terminated through no fault of
42 the insured may enroll under a Employer health care plan within thirty-one (31)
43 days of termination of prior coverage. Employees must submit proof of prior
44 coverage and proof of termination of coverage.
45

46 3.2.6 Payment of Insurance During Leave Without Pay: Employees in an
47 unpaid status for one (1) full pay period or longer must make arrangements for
48 direct payment of contributory insurance benefits. Failure by employees to make
49 direct payments will result in cancellation of optional contributory insurance
50 coverage. Employees will not be allowed to re-enroll until the next open
51 enrollment period.

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3.3 Continuation of Health Insurance

3.3.1 The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986 provides for the continuation of health care coverage for a covered employee and covered dependents due to a qualifying event that causes loss of health coverage.

3.3.2 To be eligible for COBRA coverage, the qualified beneficiary must be enrolled in the Employer’s group health plan on the day before the qualifying event takes place, or a child is born to or placed for adoption with a covered employee during the COBRA coverage period.

3.3.3 A qualifying event is defined as termination of employment (other than for gross misconduct) or reduction in hours of employment; death of a covered employee, a divorce or legal separation of a spouse from a covered employee; entitlement to Medicare of a covered employee; the child no longer satisfies the plan’s definition of a dependent child.

3.3.4 COBRA continuation coverage may be available for eighteen (18) months in the event of termination or thirty six (36) months in the event of death, divorce/legal separation, and entitlement to Medicare or loss in dependent status.

3.3.5 The covered employee or dependent is required to notify the Employer’s Human Resources Department, Insurance and Benefits Office of a divorce, legal separation, or change in the status of a dependent child within sixty (60) days after the date of the event. If notification is not received within this time period, COBRA continuation coverage will not be provided.

3.3.6 If at any time during the term of this Agreement a “request for proposal” (RFP) is issued that may result in changes to medical, dental or vision insurance coverage, AFSCME Council 18 New Mexico will appoint a Union Representative to participate on the committee recommending the provider(s).

34 **4. RETIREMENT PLAN**

35
36 **4.1 NM Public Employees Retirement Association (P.E.R.A.)**

37
38 4.1.1. The City will continue to provide P.E.R.A. Municipal General Member
39 Coverage Plan 3 to all employees. Effective the first full pay period in July 2013
40 the City will pay 10.99% of the employees’ statutory contribution rate of 14.65%.

41 **5. VACATION LEAVE**

42
43 **5.1 Vacation Leave**

44
45 5.1.1 Vacation leave will accrue on a bi-weekly basis from the date of current
46 employment. No vacation leave may be granted before it is accrued. Vacation
47 leave will accrue through December 31 each year and the excess of seventy-
48 eight (78) bi-weekly accruals will be dropped from the record at the end of the

1 pay period containing December 31 unless the employee is in Early Retirement
2 or has an effective retirement date of 1/1 of the following year. An employee
3 separating from the Employer's employment will be compensated for the balance
4 of their unused vacation computed to the date of separation. When a legal
5 holiday, which would have been a regular workday for the employee, occurs
6 during vacation, it shall not be charged as vacation leave but as a holiday.
7

8 5.1.2 In the event an employee exhausts their paid vacation leave during a pay
9 period the accruals must be prorated based on the number of paid hours during
10 the pay period. Part-time employees working twenty (20) hours or more per week
11 will receive vacation leave on a prorated basis. Employees categorized as
12 temporary, seasonal, student or part time working less than twenty (20) hours per
13 week are not eligible for vacation leave.
14

15 5.1.3 Scheduling Vacation Leave: Vacation leave requests will normally be
16 submitted at least twenty-four (24) hours in advance of the time that is requested.
17 All requests are subject to the approval of management and the employees are
18 required to ensure approval prior to being absent from work.
19

20 5.2 Vacation Leave Accrual Rates

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

22 6. SICK/ ILLNESS LEAVE

23 6.1 Sick Leave

24 6.1.1 Employees working a forty (40) hour work-week shall accrue sick leave at
25 the rate of 3.70 hours bi-weekly up to a maximum of 1,200 hours. No sick leave
26 may be granted before it is accrued.
27

28 6.1.2 In the event an employee exhausts their paid sick leave during a pay
29 period the accruals must be prorated based on the number of paid hours during
30 the pay period.
31

32 6.1.3 Provided the employee has an accrued sick leave balance, sick leave
33 may be granted for absence from duty because of personal illness, illness of a
34 spouse, domestic partner, son, daughter, or parent as these terms are defined in
35 Section 401.11, L. of the Personnel Rules and Regulations. Personal illness is
36 defined to include scheduled doctor's appointments for health examination,
37 evaluation and/or treatment. Doctor's appointments may require documentation.
38 Hours worked in addition to the regularly scheduled workweek will not entitle the
39 employee to additional sick leave benefits.
40
41

1 6.1.4 Part-time employees working twenty (20) hours or more per work-week
2 will receive sick leave on a prorated basis. Employees categorized as temporary,
3 seasonal, student or part time working less than twenty (20) hours per week are
4 not eligible for sick leave.

5
6 6.1.5 Certification of Sick Leave: Employees absent from work where such
7 absence is chargeable to sick leave, may be required to provide their supervisor
8 with a doctor's statement certifying the absence from work was due to illness or
9 injury and the employee is now able to perform the essential functions of the job.
10 Any employee taking sick leave shall, upon returning to work, complete a
11 Request for Leave form (P-30), indicating the type of sick leave claimed and the
12 dates of absence.

13
14 6.1.5.1 Employees who make a false claim for sick leave, sign a
15 certificate/statement containing a false statement, refuse to be examined
16 by a doctor selected by the Employer, or fails to cooperate in any
17 investigation by the Employer of their claim for sick leave shall not be
18 entitled to any leave with pay for the time in dispute. Such actions are
19 considered just cause for disciplinary action up to and including
20 termination.

21
22 6.1.6 Sick Leave Clearance: Employees returning after five (5) or more
23 consecutive workdays of sick leave must submit to the Human Resources
24 Department a release from their personal physician. The Human Resources
25 Department will then refer the employee to the Employee Health Clinic for a
26 return to work clearance and certification that the employee is able to perform the
27 essential functions of the job. However, nothing will prohibit a supervisor from
28 requesting a sick leave clearance from employees returning from a period of less
29 than five (5) consecutive workdays of sick leave.

30 **6.2 Sick Leave Conversion**

31
32
33 6.2.1 The maximum sick leave accumulation for classified employees will be
34 1,200 hours for a forty (40) hour work-week or a prorated amount for a regular
35 workweek other than forty (40) hours unless otherwise specified by this
36 Agreement.

37
38 6.2.2 Employees who have reached the specified accumulation levels listed
39 below may exercise one of the available options. The option to convert sick
40 leave will be offered only in November of each year. Employees electing to not
41 convert sick leave will continue to accrue sick leave up to the maximum of 1200
42 hours.

43
44 6.2.3 The following conversion formula will be used to convert accumulated
45 sick leave unless otherwise specified in a collective bargaining agreement:

46
47 6.2.3.1 Sick leave accumulation over 500 hours may be converted
48 at:

49 6.2.3.1.1 Three (3) hours of sick leave to one (1) hour of vacation,
50 or

1 6.2.3.1.2 Three (3) hours of sick leave to one (1) hour cash
2 payment.

3 6.2.3.2 Sick leave accumulation over 850 hours may be converted
4 at:

5 6.2.3.2.1 Two (2) hours of sick leave to one (1) hour of vacation,
6 or

7 6.2.3.2.2 Two (2) hours of sick leave to one (1) hour cash
8 payment.

9
10 6.2.3.3 Sick leave accumulation over 1,200 hours must be converted
11 at:

12 6.2.3.3.1 Three (3) hours of sick leave to two (2) hours of
13 vacation, or

14 6.2.3.3.2 Three (3) hours of sick leave to two (2) hours cash
15 payment.

16
17 6.2.4 Sick Leave Conversion at Retirement

18
19 6.2.4.1 An employee may convert 100% of accumulated sick leave to be
20 applied to early retirement leave immediately prior to the effective date of
21 retirement. Refer to Section 403.10 of the Personnel Rules and
22 Regulations.

23
24 6.2.4.2 Employees may convert 100% of both sick and vacation leave
25 accumulation to cash payment at the time of retirement.

26
27 6.2.5 Sick Leave Conversion at Termination

28
29 6.2.5.1 An employee who has an accumulation of sick leave of between
30 500 hours and the maximum accrual will, upon termination of
31 employment, be allowed to convert accumulated sick leave in excess of
32 500 hours on the basis of three (3) hours of sick leave to one (1) hour of
33 cash payment. This applies regardless of the option the employee
34 selects in November of each year.

35
36 6.2.5.2 This benefit does not apply to employees terminated for cause.
37 Employees terminated for cause will not be allowed to convert their
38 accrued sick leave to cash payment.

39
40 **6.3 Sick Leave Death Benefit**

41
42 6.3.1 Upon the death of a City employee, the City will pay cash to the
43 designated beneficiary (as identified in the City's life insurance policy) for sick
44 leave accrued by the employee. The employee must be in an employment status
45 that authorizes the accrual of sick leave benefits.

46
47 **6.4 Donation of Sick/ Vacation Leave**

48
49 6.4.1 Donation of sick/vacation leave is designed to assist employees with a
50 minimum of two (2) years continuous service who have exhausted all accrued
51 leave and who have no other paid leave options available. This leave may be

1 granted only in the event of a long-term catastrophic or life-threatening illness or
2 injury to the employee, the employee's spouse, domestic partner, child or parent.
3 Only an employee whose exceptional performance has been established shall be
4 eligible to request leave donations under this program.

5 6.4.2 Eligibility for Donated Leave: Employees with a minimum of two (2) years
6 service are eligible to request donated leave. To request donated leave, an
7 employee must have exhausted all accrued leave and have no other paid leave
8 options available.

9
10 6.4.3 Leave donations will be granted only in case of a long-term catastrophic
11 or life threatening illness or injury to the employee, the employee's spouse,
12 domestic partner, child or parent.

13
14 6.4.4 An employee must not have received donated leave, injury time or
15 hardship leave in the twelve (12) months preceding the request.

16
17 6.4.5 A joint Sick Leave Donation Task Force composed of two (2) Union
18 appointees and two (2) City employees appointed by the Employer shall review
19 requests and submit decisions to the Employer's Human Resources Director for
20 implementation.

21
22 6.4.6 Procedure for Donated Leave:

23
24 6.4.6.1 An eligible employee may request a donation of leave by
25 submitting an application to the department director which shall include
26 the following:

27
28 6.4.6.1.1 The name, Social Security number and rate of pay
29 of the proposed leave recipient;

30
31 6.4.6.1.2 A description of the long-term catastrophic or life
32 threatening illness which has prompted the request for donation of
33 sick/vacation leave to include a medical statement including the
34 diagnosis, prognosis, required treatment and anticipated return to
35 work date;

36
37 6.4.6.1.3 The anticipated amount of donated leave the recipient
38 will require; and

39
40 6.4.6.1.4 Any other information, which may be required by the
41 department director or the Task Force to make a determination
42 regarding the request.

43
44 6.4.6.2 The department director will review the request and determine
45 whether the requesting employee meets the eligibility criteria. The
46 department director will submit the application for leave donation to the
47 Task Force for approval.

48
49 6.4.6.3 The Task Force will review the request and ensure the request is
50 supported with a medical determination regarding the long-term
51 catastrophic or life-threatening situation. If approved, leave donations will

1 first be solicited for a period of two (2) weeks within the department of the
2 affected employee.

3
4 6.4.6.4 If insufficient leave is donated within the employee's department,
5 the department director and/or the Task Force will request the Human
6 Resources Department to recommend to the Chief Administrative Officer
7 that donations be solicited citywide. If approved by the Chief
8 Administrative Officer, leave donations may be solicited from other
9 departments for a period of two (2) weeks.

10
11 6.4.6.5 The department director will coordinate, with the Payroll Section
12 of the Department of Finance and Administrative Services, the transfer of
13 donated hours provided that employees donating vacation have a
14 sufficient number of accrued hours at the time of transfer. Donated sick
15 leave will be converted in accordance with the sick leave conversion
16 formula provided for in Section 401.4 C of the regulations before
17 transferring hours to the recipient.

18 19 6.4.7 Conditions of Donated Leave

20
21 6.4.7.1 Donated leave will be converted to a dollar value and then
22 converted to hours based on the recipient's hourly rate.

23
24 6.4.7.2 Donated leave must be charged to FMLA leave if the recipient
25 has not exhausted the twelve (12) weeks FMLA entitlement.

26
27 6.4.7.3 Donated leave may be requested only one (1) time during a
28 twelve (12) month period.

29
30 6.4.7.4 Recipients of donated leave are responsible for notifying their
31 department director and the Employer Payroll Section of any change in
32 status requiring the termination of donated leave status.

33
34 6.4.7.5 The leave recipient will not accrue vacation or sick leave while
35 on donated leave status.

36
37 6.4.7.6 No new enrollments or increases will be allowed to a deferred
38 compensation account while an employee is on donated leave.

39
40 6.4.7.7 Once an employee returns to work from donated leave, either full
41 time or part-time, all remaining donated hours will be reinstated to the
42 donating employee(s) on a pro-rated basis.

43
44 6.4.7.8 Departments are responsible for ensuring that all relevant
45 auditing and accounting procedures are followed.

46
47 6.4.7.9 Provisions regarding the confidentiality of medical records and
48 information shall govern. Posted solicitation for donated leave will ensure
49 the privacy of medical information. Disclosure of such information may be
50 made only with the express written consent of the affected employee.
51

1 6.4.7.10 Donated leave will not be granted as an extension of leave
2 without pay of more than two (2) weeks, injury time or hardship leave.
3 Donation of sick/vacation leave is strictly voluntary. Denial of a request to
4 solicit donated leave may not be grieved.
5

6 **6.5 Bereavement Leave**

7

8 6.5.1 A maximum of three (3) days sick leave may be used in case of death in
9 the employee, spouse, or domestic partner's immediate family. An additional
10 day may be granted for every 500 miles travel one-way from Albuquerque
11 required to attend funeral services. Leave will be charged to sick emergency
12 and proof of death may be required. For purpose of this section, immediate
13 family is defined as spouse, child, stepchild, parent, stepparent, mother-in-law,
14 father-in-law, brother, sister, grandparent, grandchild or any individual for whom
15 the employee is a court appointed legal guardian. It also includes a domestic
16 partner and the child, stepchild, parent, stepparent, brother, sister, grandparent
17 or grandchild of the domestic partner.
18

19 **6.6 Family and Medical Leave Act (FMLA)**

20

21 6.6.1 FMLA shall be administered in accordance with the Act. The City
22 Personnel Rules & Regulations regarding FMLA, where not in conflict, shall
23 apply.
24

25 **7. RECOGNIZED HOLIDAYS**

26

27 **7.1 Paid Holidays**

28

29 7.1.1 Employees shall be granted ten (10) paid holidays each year. The Chief
30 Administrative Officer shall announce annually the paid holidays for employees.
31 An employee must be in a paid status for the full workday immediately before
32 and full workday immediately after the holiday in order to be paid for the holiday.
33

34 7.1.2 With the written approval of the department director or designee, an
35 employee shall be allowed to take a paid holiday as a floating paid holiday within
36 one (1) calendar year after the holiday.
37

38 7.1.3 If a paid holiday falls on a Saturday or an employee's first day off, the
39 paid holiday will be observed on the previous Friday or the previous workday. If a
40 paid holiday falls on a Sunday or an employee's last day off, the paid holiday will
41 be observed on the last workday or the next workday as determined by the
42 employee's immediate supervisor after consulting with the employee.
43

44 **7.2 Holiday Pay**

45

46 7.2.1 Non-exempt employees who are required to work on an observed holiday
47 shall be compensated for a normal work shift at straight time plus time and one
48 half for all hours actually worked on the holiday plus any differential pay if
49 applicable.
50

1 7.2.1.1 An exempt employee shall only be required to work on a
2 designated holiday if the employee's supervisor determines that the
3 employee's work on the holiday is a work necessity.

4 8. **MILITARY LEAVE**

5
6 **8.1 Members of Organized Reserve Units**

7
8 8.1.1 Military Leave of Absence: Employees who are members of the National
9 Guard, Air National Guard or any organized reserve unit of the Armed Forces of
10 the United States, including the Public Health Services, are granted:

11 8.1.1.1 The equivalent of fifteen (15) 8-hour work days of paid military
12 leave per calendar year. This leave, while normally used for annual training
13 purposes, may also be used for pre-deployment training or active duty service.

14
15 8.1.1.2 The equivalent of an additional fifteen (15) 8-hour work days of
16 paid military leave per calendar year if the employee is mobilized to active duty
17 by the President of the United States in support of operations overseas, in
18 defense of our nation, or in response to national disasters, or in response to an
19 emergency declared by the Governor of New Mexico. This additional leave may
20 be used for pre-deployment training or active duty service.

21
22 8.1.2 The maximum paid military leave is 240 hours per calendar year for
23 employees, who are members of organized reserve units, regardless of the
24 purpose for which that paid military leave is used.

25
26 8.1.3 Employees whose military commitment requires leave time in excess of
27 that granted above may elect to: (1) be placed into unpaid military leave of
28 absence status; or (2) to use accrued vacation leave, in whole or in part, during
29 their period of military leave. When an employee has used all available paid
30 military leave and paid vacation leave, that employee will be placed into unpaid
31 military leave of absence status for the balance of their military leave period.

32
33 **8.2 Vacation and Sick Leave Accruals While in Military Active Duty**
34 **Status**

35
36 8.2.1 Employees mobilized to active duty by the President of the United States
37 on or after September 12, 2001 in support of operations overseas, in defense of
38 our nation, or in response to national disasters will continue to accrue vacation
39 and sick leave at the same accrual rate as if the employee was not on active
40 military duty during all periods of active military duty, regardless of whether the
41 military leave of absence is paid or unpaid.

42
43 8.2.2 This accrual shall continue while the employee is in active military duty
44 status and until the employee returns to City employment, or until the employee
45 notifies the City of their resignation from City employment or their intention not to
46 return to City employment at the end of their active military duty, whichever date
47 is earlier.

1 8.2.3 Any vacation or sick leave accrual allowed to an employee in active
2 military duty status between September 12, 2001 and October 1, 2004 may not
3 be converted to cash upon the completion of that person's City employment.
4

5 **8.3 Health Insurance Benefits While in Military Active Duty Status**

6
7 8.3.1 For employees mobilized to active duty by the President of the United
8 States on or after September 12, 2001 in support of operations overseas, in
9 defense of our nation, or in response to national disasters, the City shall continue
10 to pay the employer portion of health insurance premiums for that employee to
11 the same extent as if that employee were not on active military duty status.
12

13 8.3.2 The employee in active military duty status must continue to make timely
14 payment of the employee portion of health insurance premiums to the same
15 extent as if that employee were not on active military duty status. Failure to do
16 so will result in termination of health insurance coverage. It is the obligation of
17 the employee on active military duty status to notify the Insurance & Benefits
18 Division of the Human Resources Department on how the payments will be
19 made.
20

21 8.3.3 Provided the employee is and remains current on all required employee
22 contributions to health insurance premiums, the City shall continue to pay the
23 employer portion of health insurance premiums while the employee is in active
24 military duty status and until the employee returns to City employment, or until
25 the employee notifies the City of their resignation from City employment or their
26 intention not to return to City employment at the end of their active military duty,
27 whichever date is earlier.
28

29 **8.4 Members of Unorganized Reserve Units**

30
31 8.4.1 Employees who are members of unorganized reserve components, as
32 sanctioned by the State of New Mexico, or the Federal government, are granted:
33

34 8.4.1.1 The equivalent of fifteen (15) 8-hour work days of paid military
35 leave per calendar year. This leave is for the purpose of attending
36 organized courses of instruction or training;
37

38 8.4.1.2 The equivalent of fifteen (15) 8-hour work days of paid military
39 leave per calendar year if the employee is mobilized to active duty by the
40 President of the United States in support of operations overseas, in
41 defense of our nation, or in response to national disasters, or in response
42 to an emergency declared by the Governor of New Mexico. This leave
43 may be used only for active duty service.
44

45 8.4.2 The maximum paid military leave is 240 hours per calendar year for
46 employees who are members of unorganized reserve units, regardless of the
47 purpose for which that paid military leave is used.
48

49 8.4.3 Employees whose military commitment requires leave time in excess of
50 that granted above may elect to: (1) be placed into unpaid military leave of
51 absence status; or (2) to use accrued vacation leave, in whole or in part, during

1 their period of military leave. When an employee has used all available paid
2 military leave and paid vacation leave, that employee will be placed into unpaid
3 military leave of absence status for the balance of their military leave period.
4

5 **8.5 General Provisions**

6

7 8.5.1 In no case shall the hours of paid military leave in a calendar year exceed
8 the maximum number of hours provided above, even though the maximum
9 number of hours is calculated by reference to "work days".
10

11 8.5.2 All military leave pay is paid at the employee's straight-time rate of pay.
12

13 8.5.3 Employees working on a part-time basis will be granted paid military
14 leave on a prorated basis.
15

16 **8.6 Transition Provision**

17

18 8.6.1 Any employee who has received paid military leave prior to October 1,
19 2007 in excess of the maximum amount allowable in any calendar year under the
20 terms of this Agreement shall not be required to reimburse the City for the
21 excess.

22 **9. OTHER LEAVE WITH PAY**

23

24 **9.1 Requests for Paid Leave**

25

26 9.1.1 Requests for paid leave will be submitted for approval on the Request for
27 Leave of Absence Form (P-30). Requests shall include any necessary
28 documentation. If an employee is absent from duty without prior authorization,
29 the employee shall notify the employee's immediate supervisor and explain the
30 circumstances of the absence no later than one (1) hour after the regular
31 scheduled time to report to duty or as required by the department. The proper
32 forms shall be completed as soon as possible upon return to work.
33

34 **9.2 Birthday Leave**

35

36 9.2.1 Leave with pay on an employee's birthday is authorized for any employee
37 who is in a pay status. The number of hours of authorized birthday leave will be
38 based on the employee's current approved work schedule at the time the
39 employee takes the leave. If the employee's birthday falls on a normal day off, or
40 at the employee's discretion, the employee may request an alternate day off.
41 This alternate day must be approved at least twenty-four (24) hours in advance
42 and must be taken within the calendar year.
43

44 **9.3 Blood Donation Leave**

45

46 9.3.1 An employee donating blood during an organized Employer sponsored
47 blood drive will receive two (2) hours leave with pay for donating blood.
48 Employees shall be required to obtain prior approval from their immediate
49 supervisor for the leave through the submittal of a Request for Leave of Absence
50 form (P-30) accompanied by the donation certificate.

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9.4 Managerial Leave

9.4.1 Employees who are exempt under Fair Labor Standards Act (FLSA) shall be required to perform certain functions regardless how many hours are required to complete assigned tasks. Departments shall use flexible work schedules, when appropriate, to assist these employees. However, unusual circumstances may occur when an extra demand is placed on an employee that requires work involving a substantial number of hours that cannot be accommodated through flexible work schedules.

9.4.2 When these unusual circumstances occur, a FLSA exempt employee who is required to perform this work in addition to or outside the employee’s regular work schedule shall be eligible for paid managerial leave if approved by the department director. Regular scheduled meetings or assignments outside of the regular workday, shall be considered as justification for managerial leave.

9.4.3 Managerial leave must be used within one (1) calendar year of the award or the balance will be dropped from the employee’s leave record.

9.4.4 Each City Department shall prepare a Managerial Leave Policy for exempt employees and submit the policy to the City’s Chief Administrative Officer (CAO) for approval. Upon request, Union stewards in each department shall be permitted to consult with the department director or the director’s designee concerning the contents of the policy prior to submission of the policy by the department to the CAO. The City’s Human Resources Department shall assist the departments in the development of the policies.

9.5 Administrative Leave

9.5.1 Chief Administrative Officer approval must be obtained prior to placing an employee on administrative leave.

9.5.2 Administrative leave with pay may be authorized for a loaned executive. A written request for a loaned executive must be submitted to the Chief Administrative Officer, which includes the period of time, direct benefit to the Employer, and the specialty or expertise requested. The Employer will negotiate the terms and conditions of the loaned executive including salaries, benefits and operating expenses.

9.5.3 Requests for a loaned executive will be for a period not to exceed six (6) months, however the Chief Administrative Officer may extend the term under exceptional circumstances. The loaned executive will prepare and submit a report of accomplishment to the Chief Administrative Officer and department director upon completion of the assignment.

9.5.4 Administrative leave with pay may be authorized by the Chief Administrative Officer for services or activities of employees outside the scope of their employment, which can reasonably be anticipated, directly or indirectly, to benefit the Employer. Such leave will not exceed eighty (80) hours.

1 9.5.5 An employee may be placed in administrative leave status during the
2 period of an investigation. Such leave may be given with or without pay for good
3 and sufficient reason that the Chief Administrative Officer considers to be in the
4 best interest of the Employer's service. Administrative leave during an
5 investigation shall be limited to thirty (30) workdays. Administrative leave in
6 excess of fifteen (15) workdays shall require approval by a committee composed
7 of the Director of the Human Resources Department and the City Attorney or
8 their designees. During this period of time, the Chief Administrative Officer may
9 assign the employee duties and responsibilities that are of benefit to the
10 Employer.

11 **9.6 Hardship Leave**

12
13
14 9.6.1 Department directors shall submit requests for hardship leave to the
15 Human Resources Department on behalf of their employees. The Director of
16 Human Resources will forward the request to the Chief Administrative Officer
17 with a recommendation regarding approval. Leave with pay may be granted for a
18 period not to exceed six (6) calendar months to classified employees having at
19 least five (5) years of continuous service and twelve (12) calendar months to
20 classified employees having at least ten (10) years continuous service upon
21 demonstration of extreme hardship due to a life threatening personal injury or
22 sickness of the employee. Part-time employees working twenty (20) hours or
23 more will receive benefits on a prorated basis. Employees on hardship leave
24 status will not accrue sick and vacation leave.

25
26 9.6.2 This leave may be granted only after all other paid leave has been
27 exhausted and only if the employee is not eligible for disability or retirement
28 benefits under PERA or Social Security. The employee must provide written
29 documentation from PERA or the Social Security Administration documenting the
30 denial of benefits. Hardship leave must be reported as FMLA unless the twelve
31 (12) week entitlement has already been exhausted. The period of hardship leave
32 ends when the employee returns to work either full time or part-time. Any
33 additional requests for hardship leave must be submitted as a new request.
34 Hardship leave may not be granted as an extension of donated leave. Only an
35 employee whose exceptional performance has been certified by the department
36 director is eligible for this leave.

37
38 9.6.3 Denial of a request for hardship leave may not be grieved.

39 **9.7 Jury Duty**

40
41
42 9.7.1 Employees who are called to serve on jury duty during normal work hours
43 shall be paid at their regular pay for the time served as a juror. Employees shall
44 reimburse the Employer for all compensation received for such service
45 performed during normal work hours. Employees are responsible for notifying
46 their supervisor of jury duty as soon as possible. Supervisors should adjust the
47 employee's work schedule to Monday through Friday, 8:00 am to 5:00 pm, to
48 accommodate the required jury duty.

49 **9.8 Physical Examinations**

1 9.8.1 Each employee may utilize one-half (1/2) day paid leave per year for the
2 purpose of undergoing a physical examination. The leave shall not be deducted
3 from the employee's accumulated paid leave. Medical documentation by the
4 employee will be required.

5
6 **9.9 Leave to Vote**

7
8 9.9.1 Employees will be granted leave to vote in accordance with New Mexico
9 law. Department directors should schedule time taken to vote so that offices
10 remain open during normal working hours and the work of the department is
11 affected as little as possible. Departments will not grant time off with pay to any
12 employee whose normal workday begins more than two (2) hours after the
13 opening of the polls, or ends more than three (3) hours prior to the closing of the
14 polls. Time taken off for voting can be used for no other purpose.

15
16 9.9.2 Department directors must grant this time off for voting if requested by
17 employees registered to vote. Proof of registration and eligibility may be
18 required.

19
20 9.9.3 Abuse of this time is considered just cause for disciplinary action up
21 to and including termination.

22
23 **9.10 Definition for Leaves of Absence**

24
25 9.10.1 For the purposes of this Article, workday is defined as an eight (8) hour
26 day for those employees whose normal weekly work schedule consists of five (5)
27 eight (8) hour days or a ten (10) hour day for those employees whose normal
28 weekly work schedule consists of four (4) ten (10) hour days. In the case of
29 conflict with language from the Employer's Personnel Rules and Regulations
30 regarding this provision, the language of this subsection will govern.

31 **10. LEAVE WITHOUT PAY/ LEAVES OF ABSENCE**

32
33 **10.1 Absence Without Authorized Leave**

34
35 10.1.1 An employee who is absent from work without prior approval may be
36 approved for emergency vacation leave by management.

37
38 **10.2 Leave Without Pay**

39
40 10.2.1 An employee may be granted leave without pay under certain
41 conditions. Requests for leave without pay of up to two (2) calendar weeks may
42 be approved by the Department Director. Requests for more than two (2)
43 calendar weeks but not exceeding twelve (12) months are subject to the approval
44 of the Chief Administrative Officer.

45
46 10.2.2 Employees may be granted leave without pay due to sickness or
47 disability when certified by a qualified doctor of medicine, to attend school when it
48 is clearly demonstrated the subject matter is directly job related, for additional
49 vacation time or for good and sufficient reason which the Chief Administrative
50 Officer considers to be in the best interest of the City.

1
2 10.2.3 Except under unusual circumstances, voluntary separation to accept
3 employment outside the City service shall be considered insufficient reason for
4 granting leave without pay. Employees may not be granted leave without pay as
5 an extension of physical layoff.
6

7 10.2.4 Employees must exhaust all accrued vacation and other paid leave,
8 with the exception of sick leave prior to receiving approval for leave without pay.
9 If the request for leave without pay is related to a health or medical condition then
10 all accrued sick leave must also be exhausted prior to receiving approval for
11 leave without pay.
12

13 10.2.5 Positions will not be held open for employees that are granted leave
14 without pay for more than thirty (30) days. It will be the employee's responsibility
15 to contact the Human Resources Department no later than thirty (30) days prior
16 to the end of the leave without pay period in order to allow sufficient time to
17 locate an equal or lower position, if possible.
18

19 10.2.6 The Human Resources Department will attempt to locate a position of
20 equal or lower grade or comparable pay to the employee's previous position.
21

22 10.2.7 Employees on leave without pay for eight (8) hours or more per pay
23 period will not accrue sick or vacation leave or any other benefits. Employees
24 must directly pay full contributory benefits when in an unpaid status for one (1)
25 full pay period. Leave without pay will not count as service credit for PERA
26 retirement purposes.
27

28 10.2.8 An employee who refuses to accept an offer of placement into a
29 position of the same grade or comparable pay will be terminated.
30

31 **10.3 Leave of Absence**

32
33 10.3.1 Employees may be granted an unpaid leave of absence of up to six (6)
34 months under certain conditions. To be eligible for this benefit, an employee
35 must have twelve (12) months of continuous uninterrupted active employment
36 immediately prior to the effective date of the leave of absence. A leave of
37 absence under this section will not be granted for FMLA qualifying absences.
38 The Chief Administrative Officer must approve requests for a leave of absence
39 for thirty (30) calendar days or more but not exceeding six (6) months. The
40 position of an employee on an approved leave of absence will be held for the
41 employee until the employee's return to work. Vacation and sick leave balances
42 will be held for the employee and will not be cashed out before or during the
43 leave of absence. Employees will not accrue additional sick leave or vacation
44 leave, or any other benefits while on a leave of absence. Employees must pay
45 contributory benefits directly when in an unpaid status. Employees may not
46 withdraw PERA contributions while on a leave of absence.
47

48 10.3.2 A leave of absence will only be granted if the department director
49 certifies the department can continue to provide the required services during the
50 employee's absence. Vacation, sick, donated leave or hardship leave may not
51 be used to extend a leave of absence.

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10.3.3 Failure to return to work after an approved leave of absence will result in termination. A leave of absence will not count as service credit for PERA retirement purposes.

11. WORK WEEK

11.1 FLSA Non-Exempt Employees

11.1.1 An FLSA non-exempt employee shall have a workweek of forty (40) hours per week, eight (8) hours or ten (10) hours per day.

11.2 FLSA Exempt Employees

11.2.1 Although a FLSA exempt employee may have a regularly scheduled forty (40) hour work-week, a FLSA exempt employee shall not have any entitlement to additional compensation or paid leave other than those set forth in this Agreement.

11.3 Other Work Week Provisions

11.3.1 An employee's daily work shift shall not be split into two (2) or more segments. An employee who experiences a permanent change in the employee's work hours shall receive a fourteen (14) day notice of the change. However, this requirement shall not apply if the employee's department experiences an emergency. For the purposes of this provision, an "emergency" shall be defined as an unforeseen event beyond the control of the City.

12. WORK HOURS

12.1 Flex Time

12.1.1 An employee may submit a request for a flex work schedule to the employee's immediate supervisor. The request shall be in writing and shall indicate the schedule requested.

12.1.2 The request shall be subject to approval by the employee's immediate supervisor. The immediate supervisor's decision to approve or deny the request shall be based on the business needs of the operations as well as the employee's needs. If multiple employees within the same work unit request flex-time schedules, the criteria set forth herein shall be used by the immediate supervisor to determine whether or not to approve any or all of the requests. Where all other factors are equal, the determining factor shall be class seniority within the work unit or within division where sections do not exist.

12.1.3 The immediate supervisor shall respond to flex-time schedule requests with an explanation in a timely manner.

12.1.4 Flex schedules for employees who are eligible for overtime pay shall not exceed forty (40) hours during a workweek.

1 12.1.5 Flex-time schedules in existence at the time this Agreement is
2 executed shall be considered in accordance with the provisions set forth herein.
3

4 **12.2 Stand-By Time**
5

6 12.2.1 The Employer's current policies on standby time compensation shall
7 continue in effect for bargaining unit employees to whom the policies apply.

8 **13. WORK ASSIGNMENTS**
9

10 **13.1 Working Outside Classification**
11

12 13.1.1 Under normal circumstances, an employee will not be required to
13 perform duties outside the employee's classification as a regular assignment.
14 However, in unusual or extenuating circumstances, an employee may be
15 required to assume responsibilities outside the employee's classification. In
16 which case, Section 20.2 Temporary Upgrade shall apply.
17

18 **13.2 Light Duty/ Modified Work Assignments**
19

20 13.2.1 Light duty/modified work assignments are provided for employees who
21 have suffered on-the-job injuries or illness.
22

23 13.2.2 If an employee suffers a work-related injury or illness and the
24 Employee Health Clinic determines that the employee is unable to perform all of
25 the essential functions of the employee's job due to the employee's work-related
26 injury or illness, the employee shall participate in the light duty/modified work
27 program as directed by the Risk Management and Human Resources Directors
28 or designees.
29

30 13.2.3 Any modified/light duty work assignments will comply with applicable
31 federal, state and local laws and regulations, including, but not limited to, the
32 Americans with Disabilities Act, the Family and Medical Leave Act and the State
33 of New Mexico Workers' Compensation Act.
34

35 13.2.4 An employee who returns to work on light/modified duty assignment
36 shall be paid no less than the employee's last salary.

37 **14. SENIORITY**
38

39 **14.1 Seniority Determination**
40

41 14.1.1 City seniority shall be the length of continuous uninterrupted service
42 with the Employer. If an employee is re-hired by the Employer after the employee
43 has been separated from the employer due to resignation or termination for more
44 than thirty (30) days, the employee's official personnel record will reflect a re-
45 hire/adjustment hire date for seniority purposes.
46

47 14.1.2 Class seniority shall be based on the effective date an employee is
48 placed in the employee's current classification. Class seniority shall not be

1 broken by administrative transfers initiated by management to another
2 classification.

3
4 14.1.3 Department seniority shall be the length of continuous uninterrupted
5 service an employee has in the employee's current department. Department
6 seniority shall be broken by reassignment to another department.

7
8 14.1.4 Division seniority shall be the length of continuous uninterrupted
9 service an employee has in the employee's current division. Division seniority
10 shall be broken by reassignment to another Division.

11
12 14.1.5 Section seniority shall be the length of continuous uninterrupted
13 service an employee has in the employee's current section. Section seniority
14 shall be broken by reassignment to another section.

15
16 14.1.6 When two (2) or more employees have the same seniority dates for
17 determining job rights, the tie shall be broken by the affected employees drawing
18 lots. The process used to break a tie will be used each time a tie needs to be
19 broken.

20 15. BIDDING and VACANCIES

21
22 **15.1 Shift Bidding**

23
24 15.1.1 Upon request from the Union steward, the Department director, the
25 Department director's designee and the Human Resources Director shall meet
26 with the Union steward to discuss the feasibility of shift bidding. The Department
27 Director or designee shall notify the Union steward which assignments, if any, will
28 be eligible for shift bidding. The decisions of these members will not be subject to
29 the Agreement's Grievance procedure.

30
31 15.1.2 If the Department Director or the Human Resources Director approves
32 a shift bid, the seniority definition used for a bid will be continuous permanent full-
33 time departmental service within the classification and operational unit affected
34 by the bid. The Union, Department Director and the Human Resources Director
35 may, through the execution of a memorandum of agreement, agree to an
36 alternative definition for a specific classification or operational unit. The Union
37 may conduct an advisory referendum among the affected employees on the
38 definition issue.

39
40 15.1.3 An employee may exchange a shift with another employee on a one-
41 time basis provided the employee's seniority dates, do not exceed twenty-four
42 (24) months and the employees' supervisor does not deny the exchange on the
43 basis of departmental, division productivity.

44
45 15.1.4 Department directors shall use the following parameters when they
46 consider requests to conduct shift bids:

47
48 15.1.4.1 The department director shall identify assignments that need to
49 be excluded from the bidding process and notify the Union steward of the
50 exclusion(s). The exclusion(s) may be made if the department director

1 determines in good faith that the assignment requires a specific job skill,
2 license and/or experience that warrant exclusion of the assignment from
3 the bid process. The department director shall have the right to
4 temporarily or permanently reassign an employee to a shift other than the
5 one bid when justifiable cause such as the efficiency of the City service
6 exists.
7

8 15.1.4.2 The department director or the Human Resources Director
9 shall identify specific employees who would fill these “blocked” positions
10 and would not participate in the bid process.
11

12 15.1.4.3 After consultation with the Union steward, the department
13 director shall identify the specific operational areas that will have separate
14 bids (e.g., Sun Van, Transit and Maintenance in the Transit Department).
15

16 15.1.4.4 Each year the Union shall determine which seniority definition
17 will be used to govern the bidding process. Should an issue arise
18 regarding the seniority to be applied by management, the Union shall
19 provide its definition of seniority as it applies to the specific issue in
20 question within five business days.
21

22 15.1.5 The bidding may take place at any time but normally once a year.
23 Transit bargaining unit employees will normally bid twice a year.
24

25 15.1.6 Shift bid memoranda of understanding (MOU) reached at the division or
26 department level shall be considered tentative subject to review and approval of
27 the UEC. Approved MOUs reached prior to the execution of this agreement shall
28 continue in full force and effect for the duration of this Agreement.
29

30 15.1.7 Departments or divisions that experience rotation scheduling shall not
31 be eligible for shift bidding.
32

33 16. ELECTIONS AND APPOINTMENTS

34 The City will notify Local 3022 of elections or appointments to the City’s Labor-
35 Management Relations Board and the Personnel Board.
36

37 17. OCCUPATIONAL HEALTH and SAFETY

38 **17.1 Safe and Healthy Working Conditions**

39 17.1.1 The City of Albuquerque is a public service institution. All employees
40 must remember that the first obligation is the safety and well-being of the general
41 public and each other.
42
43

44 17.1.2 Workplace violence by employees is prohibited. Violent behavior directed
45 toward a City employee by a member of the general public shall not be tolerated.
46
47

1 17.1.2.1 Prohibited workplace behavior includes intimidation, verbal
2 threats, physical assault, vandalism, arson, sabotage, the unauthorized
3 display, possession or use of weapons in the workplace, jokes or
4 comments regarding violent acts which are reasonably perceived to
5 be a threat, or any other behavior reasonably perceived to be a
6 threat of imminent harm against an employee or member of the general
7 public.

8
9 17.1.2.2 An employee who witnesses or is the subject of prohibited
10 behaviors must report the incident to their immediate supervisor
11 unless the supervisor is the one exhibiting the prohibited behavior, in
12 which case the employee shall report the behavior to the next
13 highest person within the organization.

14
15 17.1.2.3 A supervisor receiving the complaint must conduct an
16 investigation of the incident and initiate appropriate action to eliminate the
17 prohibited behavior. The supervisor shall prepare a written response to
18 the employee reporting the incident. This response shall include an
19 acknowledgment of the employee's complaint, a description of the
20 investigation conducted, and the action that was initiated to eliminate the
21 prohibited behavior.

22 23 **17.2 Emergency Transportation**

24
25 17.2.1 An employee who suffers an on-the-job injury or illness and requires
26 immediate emergency care shall be transported to a treatment facility at no
27 expense to the employee.

28 29 **17.3 Injury Time**

30
31 17.3.1 In addition to other employee benefits, employees are eligible to receive
32 injury time benefits subject to the limitations provided in this section.

33
34 17.3.2 Employees who are injured or who suffer an occupational disease in the
35 performance of their duties are eligible for injury time payments the day after the
36 injury (which includes the seven (7) day waiting period required by the Workers
37 Compensation Act) and under all of the following conditions:

38 The employee is receiving Workers' Compensation wage loss (temporary
39 total disability) benefits;

40 The employee is receiving health care services (treatment) from the
41 health care provider selected by the Employer;

42 The health care provider selected by the City certifies the employee is
43 unable to perform the essential functions of the job or that the employee
44 can perform tasks within the Light Duty program; and

45 The employee has been temporarily assigned to a light duty function as a
46 result of sustaining a compensable job injury or illness.

47
48 17.3.3 Injury time payments shall not be paid after the death of an employee.

49
50 17.3.4 Payments to the employee will include the Workers Compensation wage
51 loss benefit and the injury time payments provided by the City, which combined,

1 may not exceed the employee's regular wages (gross less statutory deductions).
2 Injury time shall be used only as a supplement payment to Workers'
3 Compensation wage loss (temporary total disability) benefits or temporary light
4 duty assignments.

5
6 17.3.5 The Chief Administrative Officer may withhold injury time benefits to any
7 employee for good and sufficient reason.

8
9 17.3.6 Injury time benefits will be allowed for any on-the-job injury including,
10 multiple injuries from the same accident, prior injury, recurrence or aggravation of
11 an injury or occupational disease.

12
13 17.3.7 Injury time benefits will be allowed for up to and including, but not to
14 exceed 960 hours for the standard forty (40) hour workweek or 1,344 hours for a
15 fifty-six (56) hour workweek. Multiple injuries from the same accident will be
16 subject to a maximum of 960 hours. Initial and subsequent injuries to the same
17 body part or function will be subject to a maximum of 960 hours regardless of the
18 number of subsequent events.

19
20 17.3.8 A prior injury is any injury suffered by the employee as a result of a
21 previous accident, illness or injury to one or more body parts.

22
23 17.3.9 An employee shall be charged injury time on the basis of their current
24 approved schedule for each workday. Such time including light duty shall not
25 exceed the maximum hours in their regular workweek. If the employee has a
26 regular workweek of other than forty (40) hours, or a regular workday of other
27 than eight (8) hours, the injury time charged and the maximum hours of injury
28 time shall be prorated.

29
30 17.3.10 Upon exhaustion of injury time, sick leave may be used to supplement
31 Workers' Compensation wage loss (temporary total disability) benefits. If sick
32 leave is used to supplement Workers' Compensation wage loss (temporary total
33 disability) benefits, it shall be charged on the basis of the number of hours in their
34 current approved schedule for each workday, not to exceed forty (40) hours in a
35 workweek. If the employee's regular workweek is other than forty (40) hours the
36 sick leave charge shall be prorated.

37
38 17.3.11 Upon the denial or exhaustion of injury time and the exhaustion of sick
39 leave, all accrued vacation hours will be paid in a lump sum and the employee
40 transferred to physical layoff.

41
42 17.3.12 If an employee has a disability as defined by the Americans with
43 Disabilities Act (ADA), consideration will be given as to whether a reasonable
44 accommodation can be made prior to transferring to physical layoff.

45
46 17.3.13 The receipt by the employee of injury time payments from the Employer
47 shall operate as an assignment to the Employer against any amount collected
48 through a settlement or court action by the employee against a third party
49 causing the injury or disease. The City may proceed against a third party in its
50 own name to collect reimbursement of injury time payments. The failure of any

1 employee to cooperate with the Employer in any legal or other action is
2 considered just cause for disciplinary action up to and including termination.

3
4 17.3.14 Employees on a temporary Light Duty assignment working twenty (20)
5 hours or more per week will be eligible for sick and vacation accruals on a
6 prorated basis.

7
8 17.3.15 Authorized absences for employees while on Light Duty will be charged
9 to the appropriate leave category. Such absences will not be charged to Light
10 Duty/Injury time.

11
12 17.3.16 Employees on injury time, excluding Light Duty, will not earn service
13 credit towards retirement through PERA.

14
15 17.3.17 Injury time, excluding Light Duty, will be charged to FMLA.

16
17 17.3.18 Employees who are on injury time status for more than two full pay
18 periods, excluding light duty assignments of twenty (20) hours or more per week,
19 shall not accrue sick or vacation leave.

20
21 17.3.19 Employees categorized as temporary, seasonal, student or part-time
22 working less than twenty (20) hours per work-week, are not eligible for injury time
23 benefits.

24
25 17.3.20 A decision to withhold injury time payments to any employee may not be
26 grieved.

27 18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION

28 **18.1 Training and Education**

29
30
31 18.1.1 The Union shall be permitted to appoint one (1) representative to serve
32 on the Employer's Training and Education Committee (TEC). The TEC serves as
33 an advisory committee to the Employer's Director of Human Resources on all
34 employee development matters, including recommending criteria of eligibility and
35 tuition assistance under the Employer's Tuition Assistance program.

36
37 18.1.2 Employees may access career counseling and guidance and educational
38 leave and tuition assistance through procedures set forth in the Employer's Rules
39 and Regulations.

40
41 18.1.3 An employee who successfully completes a "Train the Trainer" program
42 approved by the City will be certified as an eligible employee trainer. If the City
43 and the Union jointly identify areas where these trainers are utilized for training
44 purposes, the certified trainer will receive a training differential of ten percent
45 (10%) above the employees' regular rate of pay for each hour of the actual
46 training provided.

47 **18.2 Educational Leave**

48
49

1 18.2.1 If an employee is participating in a program leading towards a degree or
2 certificate that is approved by the Training and Education Committee, the
3 employee's department director may grant educational leave not to exceed four
4 (4) hours per week for a full-time employee in accordance with the Employer's
5 Rules and Regulations. Applications for this leave shall be submitted directly to
6 the Educational leave and Tuition Assistance Program Coordinator. The
7 Coordinator shall submit the application to the department director. If the director
8 denies the request, the director shall submit written reasons for the rejection to
9 the employee.

10 **18.3 Licenses and Certifications**

11
12
13 18.3.1 Employees shall be responsible for obtaining licenses and certifications
14 required for their job positions. The Employer shall reimburse employees the fees
15 for renewals and classes required for maintenance of such licenses and
16 certifications. The employee shall be responsible for ensuring that the employee
17 meets all requirements of certification, including pertinent application and training
18 credits. In-house training for employee licenses and certifications required for
19 the employee's job shall be continued during the term of this Agreement in
20 departments where the training currently exists.

21
22 18.3.2 Employees who are required to maintain or renew a license or
23 certification required for their job shall receive per diem and mileage in
24 accordance with Employer travel regulations to attend certification exams unless
25 an Employer vehicle is made available. Should such examination take place
26 during the employee's regular work hours, time required for testing and
27 reasonable travel time to and from the site of the exam shall be considered hours
28 worked.

29 **19. POSITION DESCRIPTIONS and SPECIFICATIONS**

30 **19.1 Position Specifications**

31
32
33 19.1.1 Employee position specifications shall be placed on the Employer WEB
34 site. Upon request of an employee or the Union, the Human Resources
35 Department shall provide an employee with a copy of the employee's position
36 specification in a timely manner.
37

38 **20. PROMOTIONAL PROCEDURES and POLICIES**

39 **20.1 Vacancies**

40
41
42 20.1.1 Bargaining unit position vacancies shall be posted by the Employer for a
43 minimum of ten (10) working days. The vacancy notice shall include the job
44 code, job title, minimum qualifications, salary range, application instructions and
45 the Employer representative that may be contacted for further information.
46 Vacancies shall be filled in accordance with Section 100, Applications and
47 Procedures of the Personnel Rules and Regulations.
48

1 20.1.2 An employee may apply for any advertised vacancy. An employee shall
2 not be required to inform the employee's supervisor that the employee is
3 applying for a vacancy or attending interviews. If the employee schedules an
4 interview during the employee's work day, the employee shall provide prior notice
5 of the interview to the supervisor.

6 20.1.3 Placement preference shall be provided in the following order:
7

8 Employees reinstated as a result of administrative board or judicial order;
9 Employees returning from active duty in the military;
10 Employees transferred as the result of Chief Administrative Officer action;
11 Employees returning from a physical layoff;
12 Employees returning from a layoff;
13 Employees notified of layoff, and
14 Employees returning from authorized absence from work without pay.
15

16 **20.2 Temporary Upgrades**

17
18 20.2.1 Employees shall not be required to perform duties of a higher
19 classification as a regular assignment. However, when a bargaining unit
20 employee is assigned to temporarily work in a higher classified bargaining unit
21 position, the Employer shall select a bargaining unit employee based on
22 qualifications identified solely by the Employer. In cases where qualifications are
23 equal, the determining factor shall be class seniority within section or within
24 division where sections do not exist. Employees who have been qualified for the
25 temporary upgrade shall be assigned to the upgraded position on a rotational
26 basis. The rotation shall be based on a division seniority basis and in a manner
27 consistent with the City's Personnel Rules and Regulations.
28

29 20.2.2 The Employer shall compensate the bargaining unit employee temporarily
30 assigned to working at the higher classification an hourly rate equal to the
31 employee's regular hourly rate plus ten percent (10%) of the employee's regular
32 hourly rate. An employee may not be upgraded to a position more than two (2)
33 grades higher than the employee's current classification. The upgrade will be
34 paid when the position has been vacant and/or the incumbent is absent.
35

36 20.2.3 The temporary upgrade rate shall be implemented as quickly as possible.
37

38 20.2.4 The temporary upgrade shall not exceed ninety (90) calendar days unless
39 extended by mutual agreement of the parties.
40

41 **20.3 Classification/ Recognition**

42
43 20.3.1 Prior to revising existing classifications or establishing new classifications,
44 the Employer will notify the Union of its anticipated action and offer the Union the
45 opportunity to provide input and recommendations related to whether or not the
46 affected positions shall be included in the Union's bargaining unit. Either party
47 may bring this issue for discussion in the Union-Employer Committee (UEC) if it
48 deems necessary. In the event of a dispute, either party may take the issue to
49 the Labor Board for resolution.

50 20.3.1.1 There exists a critical need to have an appropriate bargaining
51 unit certified by the City of Albuquerque Labor Board as per

- 1 the City of Albuquerque Labor Management Relations
2 Ordinance.
- 3 20.3.1.2 The parties will develop a committee of two (2) representatives
4 each.
- 5 20.3.1.3 The committee shall develop three (3) lists. One, of the
6 positions that the parties agree are appropriate for inclusion in
7 a professional bargaining unit; one, of agreed upon positions
8 that are not appropriate for inclusion in the professional
9 bargaining unit; and a third list, of positions that remain in
10 dispute between the parties as to the exclusion or inclusion in
11 the bargaining unit.
- 12 20.3.1.4 All positions classified as M or E-Series will be considered in
13 the development of said lists.
- 14 20.3.1.5 The committee shall meet within a month of ratification and
15 signature of this CBA which is currently in negotiation and at
16 least once every month thereafter for four (4) months or until
17 an agreement is reached or impasse is declared by either
18 party.
- 19 20.3.1.6 Upon agreement, declaration of impasse, or expiration of four
20 (4) months, the parties shall submit all lists to the Labor Board
21 for determination of an appropriate bargaining unit and
22 certification of the appropriate bargaining unit.
- 23 20.3.1.7 If disputes on inclusion or exclusion of classifications exist, the
24 parties shall present to the Board the unresolved facts and
25 issues for determination of inclusion or exclusion. Such
26 presentation shall request/require the Board to take action and
27 certify a bargaining unit to replace any and all references to
28 the M-Series bargaining unit and identify the new bargaining
29 unit as the Professional Bargaining Unit. The certification will
30 include those positions agreed upon by the parties and the
31 positions determined by the Board as included in the
32 bargaining unit.
- 33 20.3.1.8 Employees who are affected by the inclusion of their E-Series
34 positions into the bargaining unit shall not have their pay
35 impacted. The parties hereby agree for those employees in
36 positions that are currently classified as E-Series and for
37 whom the Board finds are more properly designated as part of
38 the bargaining unit, shall remain at their current compensation
39 until such time as provided for in Section 20.3.1.9.
- 40 20.3.1.9 The E-Series employees affected by the Board's decision to
41 include their position as part of the bargaining unit shall remain
42 at their current compensation until such time as the parties are
43 able to negotiate a new compensation package. This will not
44 affect the employee's bargaining unit status as provided for in
45 Section 20.3.1.8.
- 46 20.3.1.10 The Union shall have no representational rights with regard to
47 those employees currently classified as E-Series and for
48 whom the Board determines are properly excluded from the
49 bargaining unit.
50

1 20.3.2 An employee may request a position reclassification through the
2 employee's department director and in accordance with the Employer's Rules
3 and Regulations.

4 21. PERFORMANCE EVALUATIONS and APPRAISALS

5 21.1 Performance evaluations will be conducted in accordance with the merit
6 System Ordinance Section 3-1-9.

7 22. PERSONNEL FILES and RECORDS

8 **22.1 Employee Records**

9
10 22.1.1 A copy of an employee's performance evaluation or disciplinary action
11 shall be presented to the employee for review and signature prior to being placed
12 in the employee's personnel file.

13
14 22.1.2 An employee shall be permitted to review the contents of their
15 department and/or Human Resources Department file during normal work hours.
16 Reasonable requests for copies of documents in the file shall be honored and
17 reasonable charges shall be made for the copies.

18
19 22.1.3 The personnel file maintained in the Human Resources Department
20 (HRD) may be reviewed by hiring supervisors and/or interview panel members.

21
22 22.1.4 An employee shall have the right to submit written responses to
23 documents that are placed in the employee's departmental or HRD files. The
24 written responses will be placed in the appropriate file.

25
26 22.1.5 An employee's HRD file shall be the permanent record of an employee's
27 performance with the Employer.

28
29 22.1.6 An employee may designate in writing a Union representative or another
30 representative of the employee's choice to examine the employee's file.

31 23. CONDITIONS of EMPLOYMENT

32 23.1.1 As a condition of employment all employees are required to comply with the
33 provisions of the City of Albuquerque Merit System Ordinance, Personnel Rules &
34 Regulations, Administrative Instructions or Orders, regulations, Departmental
35 Policies and/or SOP's (standards of operation). In cases where a conflict may
36 exist between the aforementioned and the provisions of the Agreement, the
37 provision of this Agreement shall govern and be complied with.

38 24. INVESTIGATIONS and DISCIPLINE

39 **24.1 Investigations**

40
41
42 24.1.1 The Employer reserves the right to investigate employee behavior
43 that the Employer believes may be behavior that will lead to disciplinary
44 action. An employee under investigation shall be informed in writing that the
45 employee is being investigated no later than fifteen (15) work days after the
46 Employer discovered or reasonably should have discovered the act or

1 omission that precipitated the investigation. An investigation shall normally be
2 completed within six (6) months after discovery of the act or omissions cited
3 above. If the Employer determines that the investigation needs to be
4 extended beyond the six (6) month limit, the Employer shall notify the
5 employee in writing that the investigation will be extended. The affected
6 employee or the employee's Union representative may request a verbal
7 status report on the investigation from the employee's supervisor or
8 designee. The supervisor or designee shall provide the status report provided
9 the supervisor or designee shall not be required to provide information that
10 may jeopardize the integrity of the investigation. The employee shall be
11 informed of the nature of the investigation before any interview commences.
12 Prior to any administrative interview being conducted sufficient information
13 shall be disclosed to reasonably apprise the employee of the allegations.
14 This information will be provided to the employee in writing.

15
16 **24.2 Disciplinary Actions**

17
18 24.2.1 The Employer may discipline employees by written reprimand,
19 suspension, demotion or dismissal for just cause. An employee may elect to
20 have a Union representative present at any step of the disciplinary process or at
21 a meeting at which the employee has reason to believe disciplinary action will be
22 discussed.

23
24 24.2.2 Before discipline is imposed, an employee shall be notified of the reasons
25 for which the discipline is contemplated, a written summary of the evidence
26 against the employee and the employee's right to respond to the proposed
27 action. After providing the employee with the notice of contemplated action and
28 before the employee makes any written or oral response, the supervisor
29 contemplating the discipline shall request review by the Employer's Employee
30 Mediation Program Coordinator of the circumstances on which the contemplated
31 action is based in an effort to avoid the discipline. Mediation shall occur if it is
32 deemed appropriate by the parties. The mediation shall be conducted in
33 accordance with the Employer's Rules and Regulations. After this review or if the
34 mediation is unsuccessful, the supervisor may continue the contemplated
35 disciplinary procedure by giving the employee the right to respond to the notice of
36 contemplated action at a pre-determination meeting. The employee shall receive
37 notice of the pre-determination meeting no later than four (4) days prior to the
38 meeting.

39
40 24.2.3 The City shall normally notify an employee whether or not the City has
41 decided to impose discipline within two (2) months after the close of the pre-
42 determination meeting cited in paragraph 24.1.2 above. If the City does not make
43 its disciplinary decision within the two (2) month period, the City will notify the
44 employee in writing that the decision will be delayed.

45
46 24.2.4 Suspensions shall not exceed ninety (90) calendar days for any offense.
47 The Employer's Chief Administrative Officer (CAO) or designee or department
48 director has the option, on a suspension of five (5) days or less, to prohibit the
49 employee from attending the work place or to allow the employee to work
50 through a suspension with pay. Fair Labor Standards Act employees may not be
51 suspended for less than one (1) workweek except as permitted by the Fair Labor

1 Standards Act. Disciplinary actions, with the exception of dismissals, may be held
2 in abeyance for no more than six (6) months. The CAO or designee, a
3 department director or acting director may impose any discipline. A division
4 manager may issue a reprimand and suspend an employee for five (5) days or
5 less after informing the department director. An employee's immediate supervisor
6 may issue a reprimand after informing the division manager or department
7 director.
8

9 24.2.5 All disciplinary actions shall be recorded in the employee's personnel file.
10 Disciplinary actions held in abeyance will not be forwarded to the personnel file
11 until the disciplinary action is served. A written reprimand placed in an
12 employee's personnel file shall not be used as evidence in a subsequent
13 disciplinary proceeding if the reprimand was issued more than four (4) years prior
14 to the subsequent disciplinary proceeding and the employee has not received
15 any discipline during the interim four (4) year period.

16 24.2.6 Subject to existing law, disciplinary proceedings, including written
17 reprimands and case materials, shall normally be kept confidential. This provision
18 shall not be interpreted in a manner that prevents a department director or
19 designee from reviewing the material for legitimate business reasons.
20

21 24.2.7 Generally, discipline shall be progressive. This standard, however, shall
22 not be interpreted in any manner that prevents the Employer from imposing an
23 appropriate penalty on an employee whose offense is egregious enough to
24 warrant the discipline without progressive discipline.
25

26 24.2.8 The Union may propose in writing to management a level of discipline
27 that the employee will accept for an offense prior to management imposing
28 disciplinary action. If management accepts the discipline proposed by the Union
29 the issue will be considered settled and the action will not be grieved.

30 25. GRIEVANCE and APPEAL PROCEDURES

31 **25.1 Grievance Procedure**

32
33
34 25.1.1 A grievance is defined as a complaint that alleges violations of written
35 agreements or disciplinary actions lacking "just cause". This grievance
36 procedure shall provide a means for reconciling said complaints and is the only
37 grievance procedure available to bargaining unit employees.

38 25.1.2 No one shall suffer any retaliation, discrimination, restraint, coercion or
39 reprisal as a result of filing or participating in a grievance procedure.

40 25.1.3 The filing of a grievance or the intent to file does not relieve any
41 bargaining unit employee of assigned duties and responsibilities. This shall not
42 apply to a bargaining unit employee's refusal to perform a job duty in the
43 presence of an imminent threat of physical harm or death due to any unsafe
44 working condition.

45 25.1.4 Employees who elect to not be represented by the Union may appeal
46 a disciplinary action by appealing the action to the Personnel Board as provided
47 for in the Merit System Ordinance. Employees who elect to be represented by
48 the Union may appeal contract violation and disciplinary action to final and
49 binding arbitration following attempts to resolve the issue at the department head

1 and CAO level. Employees who utilized the Personnel Board shall not utilize the
2 Labor-Management Relations Board or the CBA grievance procedure.

3 25.1.5 All contract violations or disciplinary grievances shall be filed with the
4 Human Resources Department. The grievances may be filed via email.

5 25.1.6 Grievance Steps for Employees Electing to have Union
6 Representation.

7
8 **Step One.** A written grievance must be submitted and time stamped at the Human
9 Resources Department, or via e-mail, within ten (10) working days of the alleged
10 violation. The applicable Department Director shall have ten (10) working days to
11 resolve the grievance at this level.

12
13 The written grievance shall include:

14 The language in the Agreement that is alleged to have been violated;

15 The date the violation occurred, if known;

16 The bargaining unit employee(s) involved;

17 A clear and concise statement of the alleged violation;

18 The specific relief requested; and

19 The signature of the Union President or designee and dated.

20
21 **Step 2.** If the issue is not resolved for whatever reason within ten (10) working days of
22 the submittal at Step 1, the Union may advance the grievance to the Chief Administrative
23 Officer of the City. The grievance must be submitted and time stamped in the Human
24 Resources Department, or emailed within twenty (20) days of the submittal at Step 1.
25 The Chief Administrative Officer of the City shall have ten (10) working days to resolve
26 the grievance at this level.

27
28 If the issue is not resolved for whatever reason within ten (10) working days of the
29 submittal to the Chief Administrative Officer, the Union may advance the grievance by
30 filing a *Notice of Intent to Appeal to Arbitration*, delivered and time stamped or e-mailed
31 to the Human Resources Department.

32 33 Time Limits

34 1. In determining the time limits, for this purpose, the date of the commission or
35 omission of the act that generated the grievance shall not be counted.

36 2. Working days shall mean days that the Human Resources Offices are open for
37 business. If the last day of the time limit for filing a grievance at any step falls on a
38 date that the Human Resources Department City is not open for business during
39 regular work hours, the deadline will be the next business day.

40 3. Time limits may be extended by written mutual agreement of the parties.

41 4. If the Union fails to comply with the time limits the grievance shall be null and
42 void.

43 44 Selection of an Arbitrator

45
46 An arbitrator shall be selected from an unrestricted list of seven (7) arbitrators requested
47 from the Federal Mediation and Conciliation Service (FMCS). The selection of the
48 arbitrator will be accomplished by the parties striking names until only one name
49 remains. The remaining person shall be the arbitrator. The grieving party shall strike
50 the first name. The selection of the arbitrator shall take place at the Human Resources

1 Office within ten (10) working days of receipt of the FMCS list. Failure by either party to
2 strike arbitrators will result in FMCS appointing an arbitrator.

3
4 **Arbitration Procedures**

- 5 1. Issues of arbitrability shall be decided by the Arbitrator.
- 6 2. The Arbitrator shall have the authority to accept, modify, or reverse the action
7 taken by the City.
- 8 3. In the event of reinstatement, a reduction or recession of a suspension or
9 demotion, the Arbitrator's award shall be limited to back-pay and benefits for
10 lost time, less any compensation received by the employee during the
11 suspension, demotion or termination.
- 12 4. The burden of proof shall be determined by the Arbitrator.
- 13 5. The standard of review for appeal shall be governed by the New Mexico
14 Uniform Arbitration Act.
- 15 6. The Arbitrator shall have the authority to interpret and determine compliance
16 with the provisions of the collective bargaining agreement (CBA). The
17 Arbitrator may not add to, detract from, or alter in any way the language of
18 the Collective Bargaining Agreement or the Labor-Management Relations
19 Ordinance, but may give interpretation or application to such terms and apply
20 appropriate relief.
- 21 7. The Arbitrator will make his/her decision based on the evidence presented at
22 the hearing and briefs presented by the parties if briefs are submitted.
- 23 8. The Arbitrator's decision is final and binding on the parties.
- 24 9. The parties will share equally in the total cost of the arbitration procedure.

25
26 **General Provisions**

- 27 1. The arbitrator shall have the authority to conduct the arbitration proceeding in
28 accordance with the applicable FMCS policies and procedures.
- 29 2. The Chief Administrative Officer, Director of Human Resources, Department
30 Director and the Union President/Designee have authority to settle labor-
31 management disputes.
- 32 3. The parties may agree to settlement at any time during the process.
- 33 4. All settlements between the parties shall be reduced to writing and shall be
34 signed and dated by the parties.
- 35 5. The Union is the exclusive representative of the employees in this bargaining
36 unit. No one else may represent employees in this process without the
37 express written approval of the Union President/Designee.
- 38 6. Grievances filed by the Union are the express property of the Union and
39 cannot be withdrawn by bargaining unit members.
- 40 7. An individual employee may not invoke the arbitration procedure of this
41 Agreement.

42 **26. EMPLOYEE REIMBURSEMENTS**

43
44 **26.1 Per Diem and Mileage Reimbursements**

45
46 26.1.1 The Employer's current policies on per diem and mileage shall continue
47 in effect for all M-Series bargaining unit employees.

48
49 26.1.2 Employees must submit their per diem documentation with payroll each
50 pay period.

1 27. ELECTRONIC SURVEILLANCE

2 It is acknowledged by the parties that electronic surveillance of its employee(s) is a
3 management prerogative. The electronic surveillance of its employee(s) may be
4 used in disciplinary actions. When Electronic Surveillance is part of the day to day
5 operation, the employee(s) will be informed. The utilization of Electronic Surveillance
6 as part of an investigation does not require notice to the employee(s) being
7 investigated.
8

9 28. EMPLOYEE ASSISTANCE PROGRAMS

10
11 **28.1 Employee Assistance Program**

12
13 28.1.1 The Employer shall continue to provide a confidential Employee
14 Assistance Program (EAP) staffed with licensed professionals. The EAP service
15 shall offer professional assessment and short-term counseling and referral
16 service to assist employees and their immediate family members. Employees
17 may self-refer when they recognize a need for assistance provided the self-
18 referral does not conflict with the Employer's Substance Abuse policy.
19

20 28.1.2 The Employer shall not take adverse action against any employee on the
21 sole basis of the employee's participation in the program.
22

23 **28.2 Critical Incident Stress Debriefing**

24
25 28.2.1 The Employer shall provide employees critical incident stress debriefing
26 (CISD) when job-related incidents occur that warrant this assistance. CISD will
27 be provided in a manner that is consistent with Workers Compensation laws and
28 regulations.
29

30 29. EMPLOYEE VEHICLE USAGE

31
32 29.1 It is acknowledged by the parties that there are positions within the bargaining
33 unit that require employees as a condition of employment to use their vehicles and
34 employees are paid for the use of their vehicle in accordance with Department or
35 City policy.
36

37 29.2 At the discretion of the Department Director/designee employees who utilize
38 their personal vehicles for City business may be allowed to use a City vehicle while
39 the employees personal vehicle is being repaired.

1 30. FIREARMS

2 Provisions of the Personnel Rules and Regulations and Administrative
3 Instructions in effect as of the effective date of this Agreement shall be applicable to
4 this section.

5 31. CITY PROVIDED EQUIPMENT and TOOLS

6 Provisions of the Personnel Rules and Regulations and Administrative Instructions in
7 effect as of the effective date of this agreement shall be applicable to this section.
8

9 32. EMPLOYEE INCENTIVE PROGRAMS

10

11 **32.1 Employee Recognition Program**

12

13 32.1.1 The Employer may develop methods of rewarding employees through a
14 reward, bonus, leave with pay or any other form of award or extra compensation,
15 in addition to the regular benefits entitled a classified employee, as long as all of
16 the following conditions are met:

17

18 32.1.1.1 The award results from a pre-existing plan or program
19 authorized by the Chief Administrative Officer which sets up a specific
20 criteria for such extra compensation; and

21

22 32.1.1.2 Employees render service that is outside of and in addition to
23 the normal requirements and expectations of their employment; and

24 32.1.1.3 The Employer reasonably anticipates some tangible or
25 intangible benefit from such service.
26

26

27 32.1.2 At the discretion of the director, departments choosing to implement an
28 employee incentive program shall present to the Chief Administrative Officer a
29 specific plan for approval. These plans shall include, but not be limited to, the
30 following:

31

32 32.1.2.1 The method of selection of awardees, including the composition
33 of selection boards.

34

35 32.1.2.2 The criteria under which employees will be nominated as well as
36 ultimately selected, as awardees.

37

38 32.1.2.3 The suggested frequency with which it is proposed these
39 awards will be given.

40

41 32.1.2.4 The anticipated number of employees who will be honored at a
42 given frequency.

43

44 32.1.2.5 The amount of leave with pay to be granted by the department.

45

46 32.1.2.6 The amount of cash award to be made available to awardees.
47

1 32.1.3 The amount of leave with pay and the amount of cash awarded may be
2 up to three (3) days of paid leave and up to \$750 per employee. Programs may
3 offer leave with pay or cash awards or both. Department directors, assistant
4 directors, division and program heads, and others of similar rank are excluded
5 from departmental incentive award programs.
6

7 32.1.4 Upon approval of a department's incentive program, the Chief
8 Administrative Officer will recommend the amount of funds to be budgeted to the
9 department for implementation of the program. Award of any funds beyond the
10 budgeted amount will require the prior approval of the Chief Administrative
11 Officer.
12

13 32.1.5 Department directors are responsible for administering these programs to
14 enhance operational performance and productivity. This regulation does not
15 govern programs sponsored by service clubs or similar service groups and
16 pertains solely to the use of City funds as incentives for employees.
17 Departments may grant each individual within a team or group an award based
18 on the above amounts.
19

20 32.1.6 Failure to receive an award under this Section may not be grieved.
21

22 **32.2 Sick Leave Incentive Program** 23

24 32.2.1 Employees must have been employed with the Employer for six (6)
25 consecutive months in order to participate in the sick leave incentive program as
26 follows:
27

28 32.2.1.1 Employees utilizing zero (0) hours of sick leave for six (6)
29 consecutive months will be awarded eight (8) hours of vacation leave.
30

31 32.2.1.2 Employees utilizing less than or equal to 12.5 percent of
32 accrued sick leave over six (6) consecutive months will be awarded four
33 (4) hours of vacation leave.
34

35 32.2.2 Part-time employees transferring to full-time positions within the specified
36 six (6) consecutive month period will receive sick leave incentive as if they had
37 been full-time employees for the entire six (6) month period.
38

39 32.2.3 Departments will review sick leave usage twice a year for the periods,
40 July 1 through December 31 and January 1 through June 30.
41

42 32.2.4 Employees on injury time are not eligible for incentive leave with the
43 exception of light duty and FMLA.
44

45 32.2.5 Employees on suspension or administrative leave resulting from a
46 disciplinary action that is sustained through administrative or judicial process will
47 not be eligible for incentive leave.
48

49 32.2.6 Employees utilizing donated leave will not be eligible for incentive leave
50 unless the donated leave was used for FMLA purposes.
51

1 32.2.7 Part-time employees working twenty (20) hours or more per week, if
2 eligible, will receive incentive leave on a prorated basis.

3
4 32.2.8 This regulation shall be the only means of providing sick leave incentive
5 for employees.

6
7 32.2.9 Employees categorized as temporary, seasonal, student or part-time
8 working less than twenty (20) hours per week are not eligible to participate in the
9 sick leave incentive program.
10

11 33. EMPLOYEE PAYROLL DEDUCTIONS

12
13 Provisions of the Personnel Rules and Regulations and Administrative Instructions in
14 effect as of the effective date of this agreement shall be applicable to this section.
15

16 34. FURLOUGHS, LAYOFF/ REDUCTION IN FORCE and RECALL

17 **34.1 Furlough, Layoff and Reduction in Force Procedures**

18
19
20 34.1.1 "Layoff" shall be defined as the involuntary separation of an employee
21 from Employer service as a result of the abolishment of the position, program
22 elimination or lack of funds.
23

24 34.1.2 The Chief Administrative Officer (CAO) and the Director of Human
25 Resources, or their designee, shall be responsible for approving all layoffs and
26 offering transfers or placement offers to employees facing layoff. Prior to the
27 implementation of a layoff or transfers resulting from reductions-in-force (RIF),
28 the CAO, Human Resources Director or their designee shall meet with the Union
29 to discuss the reason(s) for the RIFs, possible alternatives to a layoff including
30 furloughs, the positions impacted by the RIFs, employees affected, transfer
31 opportunities and employees who will be laid off, if any. If the Human Resources
32 Department determines that an employee should be transferred to a position for
33 which a special certification or license is required, the employee shall be afforded
34 the opportunity to obtain the required certification or license within a one (1) year
35 period. If the employee does not meet this requirement within one (1) year, the
36 employee shall revert to layoff status unless a vacancy is available in a job for
37 which the employee qualifies.
38

39 34.1.3 Prior to the layoff of a classified non-probationary employee, probationary
40 employees, temporary employees, seasonal employees or students may be
41 terminated.
42

43 34.1.4 An employee who is laid off as the result of reduction in force (RIF) shall
44 be provided with at least thirty (30) days written notice prior to the effective date
45 of the layoff.
46

1 34.1.5 When two (2) or more employees are in the same job code in the same
2 department affected by the layoff, the layoff determination shall be made in the
3 following order:
4

5 34.1.5.1 The employee with the shortest length of continuous
6 uninterrupted service with the City;
7

8 34.1.5.2 If this is equal, the employee with the shortest length of
9 continuous uninterrupted service with the department;
10

11 34.1.5.3 If this is equal, the employee with the shortest length of
12 continuous uninterrupted service in the current job code;
13

14 34.1.5.4 If this is equal, the affected employees shall draw lots.
15

16 34.1.6 Laid off employees shall have two (2) years recall rights and placement
17 preferences.
18

19 34.1.6.1 Laid off employees shall be returned to active service in order of
20 seniority.
21

22 34.1.6.2 An employee who is returned to the same or different position
23 but at the same grade as previously held will receive the same rate of pay the
24 employee was receiving at the time of the lay-off.
25

26 34.1.6.3 An employee who returns to a different position at a lower grade
27 than that which the employee held at the time of the lay-off will be placed at the
28 same rate of pay or closest highest step of the lower grade not to exceed the
29 maximum of the new grade.
30

31 34.1.6.4 An employee who returns to a position in a different pay plan
32 from that which the employee held at the time of the lay-off will be moved to the
33 same or closest rate of pay within the new pay grade of the new pay plan not to
34 exceed the maximum of the new grade.
35

36 34.1.6.5 An employee on a recall list will be removed from the list and
37 terminated from employment when the two (2) year recall period has ended
38 without the employee being called back to work; when the employee has refused
39 to accept an offer of employment with the Employer in a position in which the
40 employee is qualified and for which the grade is the same or of comparable pay
41 to that of the position held by the employee at the time of the employee's layoff;
42 when the employee accepts another position with the Employer or when the
43 employee voluntarily resigns from employment.

44 35. RESIGNATION and RETIREMENT

45 35.1 Resignation

46 35.1.1 Resignation is the voluntary termination of employment, prior to
47 retirement. City employees who wish to resign in good standing shall submit a
48 letter to their immediate supervisor at least two (2) weeks before leaving
49
50

1 employment. The letter shall include the date the resignation will become
2 effective.

3
4 35.1.2 Written requests to rescind a resignation must be submitted directly to the
5 applicable department director prior to the effective date of resignation. The
6 department director has the authority to approve or disapprove the request.
7 Disapproval is not grievable.

8
9 35.1.3 Employees who resign before they are eligible for retirement may request
10 a refund of their PERA contributions by contacting the Human Resources
11 Department, Insurance and Benefits Division.

12 **35.2 Retirement**

13
14
15 35.2.1 Early Retirement immediately prior to retirement from active service with
16 the Employer: an employee may take leave with pay equivalent to the amount of
17 sick and vacation leave the employee has accumulated. Employees who are
18 eligible for retirement and are under the provisions of this Agreement will be
19 governed by the provisions of this Agreement. Employees should plan to begin
20 processing for retirement at least six (6) months prior to the projected date of
21 retirement. Any employee eligible to retire within five (5) years may attend the
22 retirement counseling sessions conducted by the Employer. The Employer will
23 disseminate information regarding the session to employees on a periodic basis.

24
25 35.2.2 Employees in Early Retirement are not entitled to salary increases
26 afforded other employees.

27
28 35.2.3 Employees in Early Retirement are entitled to all benefits except vacation
29 and sick leave accruals, donated leave and hardship leave.

30 **36. RULES and REGULATIONS**

31 Refer to section 0.3 of this Agreement.

32 **37. PRIVATIZATION and CONTRACTING OUT**

33 **37.1 Contracting for Services**

34
35
36 37.1.1 If the Employer anticipates the contracting out of Employer services on a
37 permanent basis that have historically been performed by bargaining unit
38 employees, the Employer shall notify the Union President in writing of the
39 Employer's intentions no later than thirty (30) days prior to implementing the
40 anticipated action or when the issue is included in the Mayor's annual budget
41 request.

42
43 37.1.2 The Union may request to meet and confer with the Employer to discuss
44 the anticipated action prior to implementation. The request shall be granted.
45

1 37.1.3 Upon request, the Employer shall provide data and other information in
2 the Employer's possession that is related to the anticipated action and that will
3 assist the Union in its development of a response to the Employer's action.
4

5 37.1.4 The Union shall be allowed the opportunity to present arguments and
6 data to the Employer to counter the Employer's anticipated action prior to the
7 Employer's anticipated action.
8

9 37.1.5 If the Employer decides to issue a request for proposals (RFP) for
10 contracting out the services, the Union shall be provided with a copy at the same
11 time other vendors are provided a copy.
12

13 38. STRIKES and LOCKOUTS

14
15 Strikes as defined in the Labor Management Relations Ordinance are prohibited. The
16 Employer agrees that it shall not engage in lockouts.
17

18 39. GENERAL ADMINISTRATIVE PROVISIONS

19 20 **39.1 Non-Discrimination**

21
22 39.1.1 The provisions of this Agreement shall be applied to all employees in
23 compliance with applicable law and Employer policies that prohibit discrimination
24 related to age, race, creed, religion, national origin, gender, disability sexual
25 orientation, veteran status or other protected classes set forth in the Employer's
26 Labor-Management-Relations Ordinance.
27

28 **39.2 Memoranda of Understanding (MOU)**

29
30 39.2.1 The parties may execute Memoranda of Understanding (MOUs) during
31 the term of this agreement. The parties agree that any and all past MOUs
32 executed prior to this agreement are expired/null and void.
33
34

35 **39.3 Complete Agreement**

36
37 39.3.1 This Agreement relates to the employees of the City of Albuquerque in
38 the designated collective bargaining unit. The parties do hereby acknowledge
39 that this Agreement represents an amicable understanding reached by the
40 parties as the result of negotiations of the parties as provided in the Employer's
41 Labor-Management Relations Ordinance.
42

43 39.3.2 This Agreement replaces in its entirety any and all previous Agreements
44 and represents the only Agreement of the parties hereto. When any conflicts
45 occur, this Agreement shall govern as provided by the Employer's Labor-
46 Management Relations Ordinance.
47

1 39.3.3 The parties agree that all issues subject to negotiations and consideration
2 by the parties have been addressed during the negotiations leading to this
3 Agreement. Neither party shall be required to negotiate on any matter during the
4 term of this Agreement unless otherwise specifically mandated by another
5 provision of this Agreement. This limitation shall apply to any matter, whether or
6 not the issue is addressed in this Agreement.
7

8 39.3.4 Under normal circumstances, the Union will be given prior notice of
9 proposed changes in City or department-wide written policies that directly affect
10 bargaining unit employee working conditions. The Union will be given fourteen
11 (14) days from the time of notice to provide input. This input period may or may
12 not delay implementation, but may require revision or cancellation of the
13 originally proposed policy. The parties may agree to extend time limits by mutual
14 consent.
15

16 39.3.5 The Union will be allowed to provide input through the Office of Human
17 Resources on all changes in policies, rules and handbooks.
18

19 **39.4 Savings Clause**

20
21 39.4.1 If any part of this Agreement is determined by the Employer's Labor-
22 Management Relations Board or a court of competent jurisdiction to be in
23 violation of law, that part of the Agreement shall be considered null and void. All
24 other provisions of the Agreement shall remain in full force and effect. If either
25 party wishes to re-negotiate the provision(s) determined to be in violation of law,
26 that party shall notify the other party of its intent to re-open negotiations on that
27 provision(s) only. The parties shall meet in good faith and in a timely manner to
28 re-negotiate the provision(s).
29

30 **40. TERM OF AGREEMENT**

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32 40.1 This agreement is effective on the first full pay period following ratification
33 and signature by the parties or the first pay period following July 1, 2016,
34 whichever occurs later and shall remain in full force and effect through June 30,
35 2018.
36

37 40.2 Either party may open negotiations for a successor agreement in
38 accordance with the Employer's Labor-Management Relations Ordinance
39 provision which requires the initiating party to notify the other party of its intent at
40 least sixty (60) days prior to the expiration of this Agreement.
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1 **IN WITNESS WHEREOF**, the parties have entered their names and affixed the
2 signatures of their authorized representatives on this 6th day of August, 2016.
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6 CITY OF ALBUQUERQUE

AFSCME

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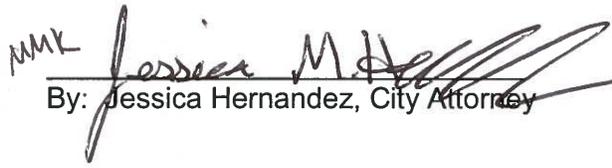


10 By: Richard J. Berry, Mayor
11 City of Albuquerque
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By: Patricia French, President
AFSCME Local 3022

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15 Form Reviewed by Legal Department

(Seal)

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20 By: Jessica Hernandez, City Attorney
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Natalie Howard, City Clerk

Impasse Mediation Settlement
Between the City of Albuquerque and
AFSCME Local 3022
June 29, 2016

As settlement of the negotiation impasse for the 1.5% increase to wages appropriated by the City of Albuquerque (City), the City and the American Federation of State, County, and Municipal Employees, Local 3022 (Union) agree to the following:

The City shall implement the 1.5% wage increase across the board to all bargaining unit employees the first full pay period of July 2016.

The ~~Union~~ ^{Parties} tentatively agrees to the following language for a successor agreement in FY17:

24.1.1 The Employer reserves the right to investigate employee behavior that the Employer believes may be behavior that will lead to disciplinary action. An employee under investigation shall be informed in writing that the employee is being investigated no later than ~~fifteen-twenty (15-20)~~ work days after the Employer discovered or reasonably should have discovered the act or omission that precipitated the investigation. Work days does not include Saturday, Sunday, or City recognized holidays. An investigation shall normally be completed within ~~six-forty-five (645) months-calendar days~~ after discovery of the act or omissions cited above. If the Employer determines that the investigation needs to be extended beyond the ~~six-forty-five (645) month-calendar day~~ limit, the Employer shall notify the employee in writing that the investigation will be extended. The affected employee or the employee's Union representative may request a verbal status report on the investigation from the employee's supervisor or designee. The supervisor or designee shall provide the status report provided the supervisor or designee shall not be required to provide information that may jeopardize the integrity of the investigation. The employee shall be informed of the nature of the investigation before any interview commences. Prior to any administrative interview being conducted sufficient information shall be disclosed to reasonably apprise the employee of the allegations. This information will be provided to the employee in writing.

All other language the City proposed in its "November 20, 2015, Last Best and Final Offer" will be subject to the negotiations for a successor agreement.

City Chief Negotiator 6/29/16

Union Chief Negotiator 6/29/2016