

THE CITY OF ALBUQUERQUE
and
LOCAL 624 AFSCME, COUNCIL 18, AFL-CIO

Effective September 3, 2016 through June 30, 2018

0.	RECITALS.....	1
0.1	Preamble.....	1
0.2	Authority.....	1
0.3	Agreement Control/ Scope of Agreement	1
0.4	Recognition.....	2
1.	GENERAL LABOR/ MANAGEMENT PROVISIONS	3
1.1	Agency Fee/ Fair Share	3
1.2	Payroll Deduction.....	4
1.3	Union Rights	5
1.4	Employer Rights.....	6
1.5	Labor Management Committee.....	6
1.6	Bargaining Unit Information, Accretion.....	6
2.	PAY PROVISIONS.....	7
2.1	Salary Schedule.....	7
2.2	Longevity Pay for Members	7
2.3	Overtime	8
3.	INSURANCE COVERAGE and BENEFITS.....	9
3.1	Premium Costs	9
3.2	Insurance Programs.....	9
3.3	Continuation of Health Insurance.....	9
4.	RETIREMENT PLANS	9
4.1	NM Public Employees Retirement Association	10
4.2	Deferred Compensation Plans.....	10
5.	VACATION LEAVE	10
5.1	Vacation Leave	10
5.2	Vacation Leave Accrual Rates.....	11
6.	SICK/ ILLNESS LEAVE.....	11
6.1	Sick Leave	11
6.2	Sick Leave Conversion	12
6.3	Sick Leave Death Benefit.....	13
6.4	Donation of Sick/ Vacation Leave	13
6.5	Bereavement Leave.....	13
6.6	Family and Medical Leave Act (FMLA)	13
7.	RECOGNIZED HOLIDAYS	14
7.1	Paid Holidays	14
7.2	Holiday Pay.....	15
8.	MILITARY LEAVE	15
8.1	Members of Organized Reserve Units.....	15
8.2	Members of Unorganized Reserve Units	17
8.3	General Provisions.....	17
8.4	Transition Provision.....	18
9.	OTHER LEAVE WITH PAY	18
9.1	Requests for Paid Leave.....	18
9.2	Birthday Leave	18
9.3	Blood Donation Leave.....	19
9.4	Managerial Leave	19

9.5	Administrative Leave.....	19
9.6	Hardship Leave.....	19
9.7	Jury Duty.....	19
9.8	Leave to Vote.....	19
9.9	Definition for Leaves of Absence	20
10.	LEAVE WITHOUT PAY/ LEAVES OF ABSENCE	20
10.1	Absence Without Authorized Leave	20
10.2	Leave Without Pay.....	20
10.3	Leave of Absence	21
11.	WORK WEEK.....	21
11.1	FLSA Non-Exempt Employees	21
11.2	FLSA Exempt Employees	21
11.3	Other Work Week Provisions	21
12.	WORK HOURS	22
12.1	Flex Time	22
12.2	Stand-By Time	22
12.3	Change in Work Hours/ Location	22
12.4	Other Work Hour Provisions	23
13.	WORK ASSIGNMENTS	23
13.1	Working Outside Classification	23
13.2	Light Duty/ Modified Work Assignments.....	23
13.3	Solid Waste Collection	23
14.	SENIORITY	27
14.1	Seniority Determination.....	27
15.	BIDDING and VACANCIES.....	27
15.1	Bidding on Vacancies.....	27
15.2	Shift Preferences	28
16.	UNIFORMS, WORK DRESS.....	29
17.	OCCUPATIONAL HEALTH and SAFETY	30
17.1	Safe and Healthy Working Conditions.....	30
17.2	Emergency Transportation.....	31
17.3	Injury Time	31
18.	TRAINING, EDUCATION, LICENSURE and CERTIFICATION	32
18.1	State Certification.....	32
18.2	Educational Leave	32
18.3	Certification and Training Programs.....	32
19.	POSITION DESCRIPTIONS and SPECIFICATIONS.....	33
19.1	Position Specifications	33
20.	PROMOTIONAL PROCEDURES and POLICIES	33
20.1	Qualifications for Promotion	33
20.2	Temporary Upgrades	34
20.3	Classification/ Recognition	35
21.	PERFORMANCE EVALUATIONS and APPRAISALS	35
22.	PERSONNEL FILES and RECORDS	35
22.1	Employee Records.....	35
23.	CONDITIONS of EMPLOYMENT	36

24. DISCIPLINE and INVESTIGATIONS	36
24.1 Disciplinary Actions	36
24.2 Investigations	37
24.3 Process For Termination under COP	38
25. GRIEVANCE and APPEAL PROCEDURES	39
25.1 Grievance Procedures	39
25.2 Grievance Steps and Arbitration Procedures	40
26. EMPLOYEE REIMBURSEMENTS	44
26.1 Per Diem and Mileage Reimbursements.....	44
26.2 Other Employee Reimbursements	44
27. EMPLOYEE LIABILITY COVERAGE	45
28. EMPLOYEE ASSISTANCE PROGRAMS	45
28.1 Employee Assistance Program	45
28.2 Critical Incident Stress Debriefing	45
29. EMPLOYEE VEHICLE USAGE	45
30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION	45
31. FIREARMS.....	45
32. CITY PROVIDED EQUIPMENT and TOOLS	45
33. EMPLOYEE INCENTIVE PROGRAMS.....	45
33.1 Employee Recognition Program	45
33.2 Sick Leave Incentive Program	46
34. EMPLOYEE PAYROLL DEDUCTIONS	46
35. LAYOFF/ REDUCTION IN FORCE and RECALL	46
35.1 Layoff and Reduction in Force Procedures	46
36. RESIGNATION and RETIREMENT	48
36.1 Resignation	48
36.2 Retirement	48
37. RULES and REGULATIONS.....	49
38. CONTRACTING OUT	49
38.1 Contracting for Services.....	49
39. STRIKES and LOCKOUTS	49
40. GENERAL ADMINISTRATIVE PROVISIONS	49
40.1 Non-Discrimination.....	49
40.2 Memoranda of Understanding (MOU)	49
40.3 Complete Agreement	50
40.4 Savings Clause	50
40.5 Term of Agreement	50
SIGNATURES.....	51

AGREEMENT

0. RECITALS

0.1 Preamble

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

0.1.2 The Employer, Local 624, and its members agree that every effort will be made to administer this Agreement in accordance with the true intent of its terms and provisions to the end of maintaining sound labor management relations.

0.1.3 The Union shall not file a grievance or entertain a grievance filed by an employee that only cites paragraphs 0.1.1 and/or 0.1.2 of this section in the grievance.

0.1.4 The parties agree that their respective policies will not discriminate against any employee covered by this Agreement because of race, age, sex, creed, color, national origin, union or non-union affiliation, ancestry, religion, disability, sexual orientation, Vietnam Era or disabled Veteran status or medical condition. Sexual harassment will not be tolerated.

0.2 Authority

0.2.1 This Agreement has been made and entered into between the CITY OF ALBUQUERQUE (hereinafter referred to as the "Employer" or the "City") and Local 624, of the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter referred to as "Local 624" or the "Union").

0.3 Agreement Control/ Scope of Agreement

0.3.1 This Agreement relates to the employees of the City of Albuquerque in the designated collective bargaining unit. The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as the result of negotiations of the parties as provided in the City of Albuquerque Employee Relations Ordinance.

1 0.3.2 This Agreement replaces in its entirety any and all previous
2 Agreements and represents the only Agreement of the parties hereto.
3 When any conflicts occur, this Agreement shall govern as provided by the
4 City of Albuquerque Employee Relations Ordinance.
5

6 0.3.3 Under normal circumstances, the Union will be given prior notice of
7 proposed changes in City or department wide written policies that directly
8 affect bargaining unit employee working conditions. The Union will be
9 given fourteen (14) days from the time of notice to provide input. This input
10 period may or may not delay implementation, but may require revision or
11 cancellation of the originally proposed policy. The parties may agree to
12 extend time limits by mutual consent.
13

14 0.3.4 The Union will be allowed to provide input through the Office of
15 Human Resources on all changes in policies, rules and handbooks.
16

17 0.3.5 The parties shall honor those MOUs that have been signed by the
18 parties for continuation during the term of this Agreement. The MOUs shall
19 expire when this Agreement expires unless the parties agree in writing to
20 extend the Agreement and/or the MOUs.
21

22 **0.4 Recognition**

23

24 0.4.1 The City recognizes Local 624 as the sole exclusive bargaining
25 representative in all matters pertaining to hours, wages, working
26 conditions, and all terms and conditions of employment for employees in
27 the Unit described in this Agreement.
28

29 0.4.2 The City recognizes Local 624 as the exclusive bargaining
30 representative for the following employees:
31

32 0.4.2.1 All permanent non-probationary B-Series employees
33 whose job code begins with a 1,2, or 3, performing work classified
34 in the 1,2, or 3 job code series.
35

36 0.4.2.2 New permanent positions whose job code begins with a
37 1,2, or 3 shall automatically become part of this bargaining unit.
38

39 0.4.2.3 The parties agree to the inclusion of part-time permanent
40 Blue Collar Employees in the AFSCME Local 624 Bargaining Unit.
41

42 0.4.3 Pay and contractual benefits will begin for bargaining unit
43 employees on the first day immediately following the completion of the
44 probationary period.
45
46

1 **1. GENERAL LABOR/ MANAGEMENT PROVISIONS**

2
3 **1.1 Agency Fee/ Fair Share**

4
5 1.1.1 Payment of an agency fee by bargaining unit members who are not
6 dues-paying union members for expenses related to negotiating and
7 administering the collective bargaining agreement and adjusting
8 grievances and disputes of bargaining unit employees has been
9 authorized by Resolution of the Albuquerque City Council. The Resolution
10 requires that any agency fee provision negotiated pursuant to the
11 Resolution comply with all State and Federal requirements. Pursuant to
12 this Resolution, the following procedure shall be implemented for payment
13 of agency fees:

14
15 1.1.1.1 The use of the full dues check off by at least 50% of the
16 bargaining unit members shall constitute proof that the 50% union
17 membership required by the Resolution has been met.

18
19 1.1.1.2 The amount of the agency fee shall include only costs
20 related to the negotiation and administration of the collective
21 bargaining agreement and the adjustment of grievances or disputes
22 or bargaining unit employees, provided, however, that in no event
23 shall the fee exceed 75% of the Union's membership dues.

24
25 1.1.1.3 The procedures used by the Union for calculating and
26 collecting the fee will comply with all State and Federal
27 requirements. Those procedures will include provision of a notice to
28 non-members every 12 months informing them of the amount of the
29 agency fee for the next 12 months and the basis on which that
30 amount was determined. The notice also will inform non-members
31 that they have the right to challenge the amount of the agency fee
32 through a procedure set forth in the notice, under which any
33 challenges will be resolved by an impartial decision maker. To the
34 extent that applicable State and Federal Law requires that any
35 portion of a challenger's agency fee be held in escrow pending
36 resolution of the challenge, the Union will comply with any such
37 requirement.

38
39 1.1.1.4 At the same time as it provides to non-members the notice
40 described in subparagraph 3, the Union shall certify to the City, in
41 writing, by a duly authorized officer, the amounts to be deducted as
42 agency fees during the 12 month period then commencing. Upon
43 receipt of that certification, the City shall commence making
44 employee payroll deductions of the specified agency fee payments
45 for each pay period of that 12 month period.

1
2 1.1.1.5 All money deducted from wag1.1.5.agency1.1.1.5 All
3 money deducted from wages for agency fees shall promptly be
4 remitted to the Union after the payday covering the pay period of
5 the deduction. If any employee has insufficient earnings for the pay
6 period, no agency fee deduction will be made for that employee for
7 that pay period.
8

9 1.1.2 To the extent permitted by law, the Union will indemnify and hold
10 the City harmless against any and all claims, demands, suits or other
11 forms of liability, including payment of reasonable attorney fees and costs
12 for counsel selected by the City, for any claim or challenge to imposition of
13 an agency fee.
14

15 1.1.3 If an Arbitrator finds that the Union has failed to indemnify and hold
16 the City harmless against any and all claims, demands, suits or other
17 forms of liability that shall arise out of or as a result of any conduct taken
18 by the City for the purpose of complying with this section, the arbitrator
19 may award the City the ability to withhold payment of dues/agency fees
20 until the obligation of indemnification is satisfied.
21

22 1.1.4 In the event any part of this Section is held invalid by a court of
23 competent jurisdiction, the City and the Union will meet to renegotiate the
24 affected provisions
25

26 **1.2 Payroll Deduction**
27

28 1.2.1 During the life of this Agreement and upon receipt of a voluntary
29 authorization for dues deduction card, the City will deduct from the pay of
30 each employee who has executed an authorization card, membership
31 dues levied by the Union in accordance with its constitution and by-laws.
32 The Union will provide dues deduction and termination cards. Termination
33 cards must be signed by the Union President. An employee wishing to
34 terminate their dues may do so during the first week of January and July.
35

36 1.2.2 The City agrees to forward to the Local 624 Treasurer all dues
37 withheld pursuant to valid authorization cards. Dues withheld will be
38 forwarded to the designated Union Treasurer for each payroll period. The
39 City will be notified in writing as to whom the designated Union Treasurer
40 is by the elected Union President.
41

42 1.2.3 Employees may authorize for payroll deduction amounts over the
43 minimum dues levied by the Union by submitting a written voluntary
44 request on an approved form.
45

1 1.2.4 Employees promoted to a position outside the bargaining unit will
2 be automatically withdrawn from Local 624 membership by Personnel
3 Action Form P-1 processed by the City.
4

5 1.2.5 All bargaining Unit employees will be automatically dropped from
6 paying Union dues or fair share while on early retirement from city
7 services.
8

9 **1.3 Union Rights**

10
11 1.3.1 Local Union officers will continue to be granted time off without pay
12 from their normal duties to attend conventions, conferences and seminars
13 previously identified by the parties and monthly Union meetings on the
14 second Wednesday and last Wednesday of the month. Union officers may
15 also be granted leave without pay for Union matters approved by the
16 appropriate supervisor or the Office of Human Resources. For the
17 purposes of this paragraph, "Union Officers" shall be limited to the elected
18 officers and executive board members of the Union. Requests for this
19 leave that exceed ten (10) days will be subject to the approval of the CAO.
20 The employee may utilize accumulated vacation time or leave without pay
21 for these purposes. Local Union stewards may be granted time off without
22 pay from their normal duties to attend monthly Union meetings on the
23 second Wednesday and last Wednesday of the month. The Union shall
24 provide the Human Resources Officer and each affected supervisor with
25 the names of the stewards. The Union shall update the list as changes
26 occur. Steward leave without pay shall be subject to the prior approval of
27 the steward's supervisor. The supervisor shall determine whether or not to
28 approve a steward's request based solely on the operational needs of the
29 department.
30

31 1.3.2 The employer agrees that Union Officers, staff representatives, and
32 stewards shall have reasonable access to the premises of the Employer
33 after giving appropriate notice and obtaining approval from management
34 in charge of the specific work area. Such visitations shall be for the
35 purpose of administering this Agreement. The Union agrees that such
36 activities shall not interfere with the operational requirements of the
37 Employer. The Employer will designate a meeting place or will provide a
38 representative to accompany Union officials where significant security
39 requirements exist. Union staff representatives or local Union
40 representatives may request meetings as needed to prevent, clarify or
41 resolve a problem.
42

43 1.3.3 The City of Albuquerque (City) and the AFSCME Locals 624 Blue,
44 624 Transit, 1888, and 2962 (Union) (collectively hereinafter referred to as
45 "the Parties") agree to exercise their rights to proceed to final and binding
46 arbitration as per the City's Labor-Management Relations Ordinance

1 (LMRO) Section 3-2-14 et seq. The issue presented to the arbitrator shall
2 be a single issue, specifically article subsection 1.3.3 (Union Time) from all
3 bargaining units identified above. The condition for proceeding to
4 arbitration is all unresolved issues subject to negotiation must be
5 tentatively agreed to by August 8, 2016. The Parties agree to implement
6 all tentative agreements reached by the Parties during negotiation with the
7 understanding that the Parties will submit Article 1.3.3 to final and binding
8 Arbitration. The terms of Article 1.3.3 shall remain the status quo until the
9 Parties receive the arbitrator's decision. If the Parties reach agreement on
10 all issues subject to negotiations (except for subsection 1.3.3) by August
11 8, 2016, the Parties by August 8, 2016, shall request a panel of Arbitrators
12 from the Federal Mediation and Conciliation Services (FMCS) and shall
13 strike for an arbitrator by close of business August 12, 2016. The Parties
14 acknowledge that the arbitrator's decision is final and binding. The Parties
15 agree to conduct the arbitration subject to the New Mexico Uniform
16 Arbitration Act. The Parties will select the earliest available date identified
17 by the arbitrator or an available date no later than January 1, 2017 or an
18 available date mutually agreed to by the Parties.
19

20 1.3.4 A bulletin board will be furnished by the City for the posting of
21 official Union notices and other information. Such notices shall not include
22 religious, political, derogatory, inflammatory, or discriminatory notices. The
23 bulletin board will not be used to criticize the Union, and any of the Union
24 policies, any of the Union officials, management, any management
25 policies, or any management employee
26

27 1.3.5 Subject to staffing requirements, union members may be allowed to
28 receive leave without pay for union election votes. Requests must be
29 submitted in writing one day in advance to the immediate supervisor.
30

31 1.3.6 The City agrees to notify the Union and City employees in the
32 bargaining unit of elections or appointments of individuals to the Personnel
33 Board.
34

35 **1.4 Employer Rights**

36
37 The parties incorporate by reference all rights reserved to the City as set
38 forth in Section 3-2-5 and 3-2-7 of the City's Labor-Management Relations
39 Ordinance.
40

41 **1.5 Labor Management Committee**

42 **This section intentionally left blank**
43
44

45 **1.6 Bargaining Unit Information, Accretion**

1 **This section intentionally left blank**

2

3 **2. PAY PROVISIONS**

4

5 **2.1 Salary Schedule**

6

7 2.1.1 Bargaining unit employees' hourly rate of pay will be increased by
8 2.0%, effective on the pay period immediately following ratification and
9 signature of the agreement. Should the City Council appropriate funds for
10 a general wage increase for FY18, the total bargaining unit shall receive
11 that increase.

12 2.1.2

13 Employees whose regular work assignments begin during the times
14 designated below are eligible to receive shift differential for regular hours
15 worked or hours on approved leave with pay:

16

17 2.1.2.1 Swing Shift (\$.30 per hour) start time between 11:59am
18 and 6:59 pm

19

20 2.1.2.2 Graveyard Shift (\$.45 per hour) start time between 7:00pm
21 and 3.59am

22

23 2.1.3 An employee called back to work, in addition to his/her normal work
24 schedule, will be guaranteed for each such call-in a minimum of two (2)
25 hours at time and one-half (1 1/2). Call-in time shall commence at the time
26 the employee is contacted and shall include a reasonable amount of time
27 for travel to work. This provision will not apply if the overtime immediately
28 precedes or immediately follows the regular work shift. This benefit may
29 not require that call-in be paid again if additional call-ins occur within the
30 two hours already guaranteed.

31

32 2.1.4 This agreement is enacted in accordance with the provisions of the
33 Labor-Management Relations Ordinance, § 3-2-18 R.O. 2002.

34

35 **2.2 Longevity Pay for Members**

36

37 2.2.1 Longevity pay will accrue throughout the term of this agreement as
38 follows:

39

Continuous Service	Amount per Pay Period
05 to 10 years	\$ 64.00
10 to 15 years	\$ 85.00
15 to 20 years	\$ 95.00
Over 20 years	\$ 114.00

1
2 2.2.2 Longevity and benefits will also apply to part-time permanent
3 employees on a prorated basis.
4

5 **2.3 Overtime** 6

7 2.3.1 Employees shall be paid at the rate of time and one-half (1-1/2) for
8 all hours worked in excess of 40 hours per week.
9

10 2.3.2 For the purpose of computing overtime, paid leave will be
11 considered time worked. During the term of this agreement, the parties
12 will conduct a study to determine the cost of this provision. The parties
13 may mutually agree to reopen this provision following the completion of
14 this study to determine whether or not savings would be generated by the
15 elimination of this benefit and to consider the possible transfer of these
16 savings to other employee compensation areas.
17

18 2.3.3 Employees required to work on holidays will be paid regular holiday
19 pay plus time and one-half (1-1/2) for hours actually worked.
20

21 2.3.4 A meal period of thirty (30) minutes shall be offered to employees
22 required to work more than two (2) hours beyond their regular shift.
23

24 2.3.5 Scheduled Overtime: The employer shall prepare, maintain and
25 post an up-to-date scheduled overtime list by classification and seniority
26 within the work unit at least two times per year. Employees who have
27 signed up for voluntary overtime shall be offered overtime in seniority
28 order on a rotating basis. If the above procedure has been followed and
29 no employee on the list is available for overtime work, overtime shall be
30 assigned in reverse order of seniority on a rotating basis. The employee
31 assigned will be required to work the overtime. Scheduled overtime is over
32 time that is anticipated and can be reasonably scheduled in advance.
33

34 2.3.6 Unanticipated overtime is all overtime which cannot be anticipated
35 and/or reasonably scheduled in advance of the employees regularly
36 scheduled shift. Unanticipated overtime work assignments, which
37 immediately follow a regular shift, may first be assigned to the employees
38 who are performing the work at the end of the regular shift.
39

40 2.3.7 Compensatory Time: Prior to working an overtime assignment the
41 employee and management by written mutual agreement may provide for
42 the overtime assignment to be worked for compensatory time off at one
43 and one half (1-1/2) the hours worked over 40 hours per week.
44

45 2.3.7.1 The maximum accrual of compensatory time is 60 hours (40
46 hours overtime at time and one-half). Compensatory time not taken

1 within 180 days from the date accrued will be scheduled by the
2 supervisor within the next two (2) pay periods or the supervisor may
3 pay the employee for the accrued time.
4

5 2.3.7.2 Employees who have accrued unused compensatory time
6 at time of termination of employment shall be paid for the unused
7 compensatory time at their current rate of pay if such time cannot
8 be scheduled and taken prior to the termination date.
9

10 **3. INSURANCE COVERAGE and BENEFITS**

11 12 **3.1 Premium Costs**

13
14 3.1.1 The City offers group hospitalization plans for employees.
15 Participation in the plans is voluntary. The City will pay 80% of the
16 premium of the plan selected by the employee and the employee will pay
17 20% of the premium. The plans will continue in effect until modified or
18 amended by the City.
19

20 3.1.2 The City offers group dental insurance. Participation is voluntary.
21 The City will pay 80% of the premium and the employee will pay 20% of
22 the premium. The plans will continue in effect until modified or amended
23 by the City.
24

25 3.1.3 The employees will be offered an open window of enrollment when
26 a plan provider changes at no fault of the employee.
27

28 **3.2 Insurance Programs**

29
30 3.2.1 The City will continue to provide basic life and accidental death
31 insurance coverage at no cost to all permanent employees.
32

33 3.2.2 The Union will be allowed to use payroll deduction to provide one
34 supplemental Life Insurance Plan.
35

36 3.2.3 Benefits under this Agreement shall be extended to domestic
37 partners of employees.
38

39 **3.3 Continuation of Health Insurance**

40
41 **This section intentionally left blank**

42 **4. RETIREMENT PLANS**

1 **4.1 NM Public Employees Retirement Association**

2
3 4.1.1 The City will continue to provide P.E.R.A. Municipal Member
4 Coverage Plan 3 to members of this bargaining unit.

5
6 4.1.2 The City will continue to pay 9.86% of the employee's PERA
7 statutory contribution.

8
9 **4.2 Deferred Compensation Plans**

10
11 4.2.1 The City agrees to continue to allow employees to participate in the
12 Deferred Compensation Program as long as they are available. Details of
13 this program will be available through the Human Resources Department.
14 The City agrees to conduct workshops on this program on City time for all
15 blue collar employees. The City will conduct workshops on this program at
16 least twice annually on City time in an attempt to inform all blue collar
17 employees of this benefit.

18 **5. VACATION LEAVE**

19
20 **5.1 Vacation Leave**

21
22 5.1.1 Annual vacation bidding for available vacation slots will occur
23 during the months of January through March of each year. During the first
24 round of bidding, employees shall bid for up to two (2) blocks of forty (40)
25 hours. After the first round of bids, a second bid will be conducted for any
26 remaining vacation slots. On the second bid an employee may schedule
27 additional blocks of forty (40) hours or the maximum amount of accrued
28 vacation which may be more or less than forty (40) hours. However, the
29 employee is limited to vacation slots that are left after the first round.
30 Vacation will be bid on the basis of seniority by work unit and
31 classification. After the second round of bidding, vacation requests for
32 available vacation slots will be considered on a first come first serve basis.

33
34 5.1.2 Pay for accrued vacation may be obtained by an employee prior to
35 leaving on vacation, if at least two weeks notice is given to his/her
36 department director

37
38 5.1.3 Employees who have accumulated over one year vacation may
39 convert 50% of the accumulation over one year to a cash payment once
40 per year.

41
42 5.1.4 Employees will be allowed to use their accrued vacation time when
43 an employee's sick leave has been exhausted.

1 5.1.5 Employees within the bargaining unit who separate from the City
2 will be compensated in cash for any unused vacation, not to exceed 24
3 monthly accruals computed to the date of separation. In the event of an
4 employee's death, the total accrued vacation balance will be paid to the
5 employee's beneficiary as identified in the life insurance policy by the City.
6

7 5.1.6 Leave without pay may, at the discretion of the Department
8 Director, be used to supplement vacation leave up to a maximum amount
9 of vacation utilized.
10

11 5.2 Vacation Leave Accrual Rates

Years of Continuous Service	Regular Work Week	Accrual Rate per Bi-Weekly Pay Period	Accrued Days per Year	Maximum Accrued Hours per Year
1 to 60 months	40 hours	3.845 hours	12.5	100 hours
61 to 120 months	40 hours	4.615 hours	15.0	120 hours
121 to 180 months	40 hours	5.539 hours	18.0	144 hours
181 months and over	40 hours	6.153 hours	20.0	160 hours

12 6. SICK/ ILLNESS LEAVE

13 6.1 Sick Leave

14 6.1.1 Sick leave shall accrue at the rate of 3.7 hours per pay period. The
15 maximum accumulation is twelve hundred (1200) hours.
16

17 6.1.2 Holidays which occur during an employee's sick leave will not be
18 charged to sick leave.
19

20 6.1.3 Employees on leave for reasons of extended illness who exhaust
21 their sick leave will be granted accrued vacation leave or may be granted
22 leave without pay for up to one year.
23

24 6.1.4 Employees who have been absent from work for sick leave on at
25 least three occasions and have missed more than fifty-six (56) hours of
26 personal absence sick leave during the last twelve months shall not be
27 granted further personal absence sick leave until their utilization falls
28 below this level. Personal absence sick leave does not include sick leave
29 taken for:
30

31 6.1.4.1 Emergency leave - Granted when a physician determines
32 that an employee's absence from work is medically necessary to
33 care for a sick or injured dependent, or due to a serious illness or
34
35

1 death immediate family of the employee, as detailed in the City
2 Personnel Regulations;

3
4 6.1.4.2 Hospitalization or outpatient surgical procedure;

5
6 6.1.4.3 Serious Illness Requiring absences of two (2) days or
7 more and a physician's certificate verifying the serious illness;

8
9 6.1.4.4 Disability -Requiring long-term absences, including
10 pregnancy; or

11
12 6.1.5 Employees requesting sick leave which is not considered as
13 personal absence may be required to provide a physician's statement
14 documenting the reasons for their request. The parties recognize that it is
15 the individual employee's responsibility to keep track of his/her personal
16 absence sick leave usage and to be aware when he/she may not be paid
17 for further utilization of this type sick leave. Except for flagrant violations,
18 no disciplinary action shall be taken against employees not in compliance
19 with this subsection.
20

21 **6.2 Sick Leave Conversion**

22
23 6.2.1 Sick leave over 500 hours may be converted at the rate of three
24 hours of sick leave for one hour of leave with pay or cash payment. Sick
25 leave over 850 hours may be converted at the rate of two hours of sick
26 leave for one hour of leave with pay or cash payment. Sick leave over
27 1200 hours may be converted at the rate of three hours of sick for two
28 hours of leave with pay or cash payment.
29

30 6.2.2 Sick Leave Conversion at Retirement

31
32 6.2.2.1 Employees may convert unused accrued sick leave to early
33 retirement leave, on a one for one basis provided it is taken
34 immediately prior to retirement. Immediately prior to retirement from
35 active service with the City of Albuquerque, an employee may take
36 leave with pay equivalent to the amount of sick and vacation leave
37 the employee has accumulated. Employees who are eligible for
38 retirement and are under the provisions of a collective bargaining
39 agreement will be governed by the provisions of the agreement.
40 Employees on early retirement do not accrue sick and vacation
41 leave.
42

43 6.2.2.2 Employees should plan to begin processing for retirement
44 at least six (6) months before the projected date of retirement.
45 Assistance may be obtained through the Human Resources
46 Department.

1 6.2.2.3 Retiring employees may cash out accrued sick and
2 vacation leave. A retiring employee will continue to be covered by
3 the City's group life insurance plan at no cost to the employee.
4 Coverage will be one-half of the coverage reflected on the most
5 recent annual life insurance adjustment report immediately prior to
6 retirement.

7
8 6.2.2.4 Retired employees and eligible dependents may be
9 transitioned into an optional health insurance plan in effect at time
10 of retirement.

11 6.2.3 Sick Leave Conversion at Termination

12
13 **6.3 Sick Leave Death Benefit**

14
15 6.3.1 Upon the death of an employee, 100% of the employee's accrued
16 sick leave shall be converted to a cash payment to be paid to the
17 employee's beneficiary as identified in the life insurance policy provided by
18 the City.

19
20 **6.4 Donation of Sick/ Vacation Leave**

21
22 **This section intentionally left blank**

23
24 **6.5 Bereavement Leave**

25
26 6.5.1 The City will allow as many as five days accrued emergency leave
27 in cases of death in the immediate family. "Immediate family" for purposes
28 of this subsection is defined as follows: wife, husband, children,
29 stepchildren, brother, sister, parent, grandparent, father-in-law, mother-in-
30 law, foster parent, brothers-in-law, sisters-in-law, foster children, wards or
31 guardians or domestic partner.

32
33 6.5.2 Emergency annual leave or leave without pay may be allowed to an
34 employee to attend the funeral of a relative not included in the "immediate
35 family" group.

36
37 **6.6 Family and Medical Leave Act (FMLA)**

38
39 6.6.1 The city will provide insurance benefits to employees on FMLA as
40 required by law.

41
42 6.6.2 All requests for FMLA leave will be handled through the department
43 human resources coordinator or-designee.

44
45 6.6.3 An employee who utilizes paid leave for an approved FMLA
46 absence will be allowed to use accrued sick leave or vacation leave, prior

1 to taking an unpaid leave.

2
3 6.6.4 Except as agreed below, parenting and maternity leave shall be
4 provided in accordance with federal law.

5
6 6.6.4.1 A permanent, non-probationary employee who is not
7 eligible for leave under the Family Medical Leave Act (FMLA) may
8 be allowed to take up to three (3) days sick leave, vacation leave or
9 leave without pay for the birth or adoption of a child.

10
11 6.6.4.2 An employee who is eligible for leave under the Family
12 Medical Leave Act will be allowed to utilize three (3) days
13 emergency leave for the birth or adoption of a child, in addition to
14 leave mandated by the FMLA.

15 **7. RECOGNIZED HOLIDAYS**

16 17 7.1 **Paid Holidays**

18
19 7.1.1 Holidays for the Employees are as followed:

20		
21	New Year's Day	January 1
22	Martin Luther King's Birthday	Third Monday in January
23	Presidents Day	Third Monday in February
24	Memorial Day	Last Monday in May
25	Independence Day	July 4th
26	Labor Day	First Monday in September
27	Veteran's Day	November 11th
28	Thanksgiving Day	Fourth Thursday in November
29	Day After Thanksgiving	Fourth Friday in November
30	Christmas Day	December 25th

31
32 An employee's holidays may vary due to different work schedules, as
33 detailed in the City Personnel Regulations.

34
35 7.1.2 Employees who are required to work on a holiday may designate
36 that holiday as a floating holiday. If the employee elects to exercise this
37 option they will work the designated legal holiday at straight time pay and
38 may opt to receive either time and one-half off duty or time and one-half
39 pay. If the time off is selected such time will be scheduled subject to
40 staffing needs and the approval of management.

41
42 7.1.3 An employee who is not required to work on a holiday may request
43 to work the holiday and float the holiday to another date. The request must
44 be submitted by the employee to the employee's supervisor no later than
45 seventy-two (72) hours prior to the holiday. The date which the employee

1 wishes to substitute for the designated holiday must occur no later than
2 one (1) year after the designated holiday. If the supervisor approves the
3 request to work the holiday and the employee's requested floating holiday,
4 the employee will receive straight time pay for hours worked on the
5 holiday and the floated holiday. It is recognized that the provision of 7.1.2
6 above will not apply to employees working on a holiday under the terms of
7 this subsection.

8 9 **7.2 Holiday Pay**

10
11 7.2.1 Holiday pay shall consist of the regular scheduled work hours for
12 that day at the employee's normal hourly rate. All time worked on holidays
13 will be paid at one and one-half (1/2) the normal hourly rate in addition to
14 straight time.

15
16 7.2.2 For the purpose of computing overtime, an employee will be
17 credited with holiday time plus the number of hours worked. An employee
18 called back to work on a holiday will receive a minimum of three hours
19 straight time pay or time and one-half (1 1/2) for the hours actually worked,
20 whichever is greater, in addition to holiday pay.

21 22 **8. MILITARY LEAVE**

23 24 **8.1 Members of Organized Reserve Units**

25
26 8.1.1 Military Leave of Absence: Employees who are members of the
27 National Guard, Air National Guard or any organized reserve unit of the
28 Armed Forces of the United States, including the Public Health Services,
29 are granted:

30
31 (1) the equivalent of fifteen (15) 8-hour work days of paid
32 military leave per calendar year. This leave, while normally used for
33 annual training purposes, may also be used for pre-deployment training or
34 active duty service and or

35
36 (2) the equivalent of an additional fifteen (15) 8-hour work days
37 of paid military leave per calendar year if the employee is mobilized to
38 active duty by the President of the United States in support of operations
39 overseas, in defense of our nation, or in response to national disasters, or
40 in response to an emergency declared by the Governor of New Mexico.
41 This additional leave may be used for pre-deployment training or active
42 duty service.

1 8.1.2 The maximum paid military leave is 240 hours per calendar year for
2 permanent employees who are members of organized reserve units,
3 regardless of the purpose for which that paid military leave is used.
4

5 8.1.3 Employees whose military commitment requires leave time in
6 excess of that granted above may elect to: (1) be placed into unpaid
7 military leave of absence status; or (2) to use accrued vacation leave, in
8 whole or in part, during their period of military leave. When an employee
9 has used all available paid military leave and paid vacation leave, that
10 employee will be placed into unpaid military leave of absence status for
11 the balance of their military leave period.
12

13 8.1.4 Vacation and Sick Leave Accruals While in Military Active Duty
14 Status: Employees mobilized to active duty by the President of the United
15 States on or after September 12, 2001 in support of operations overseas,
16 in defense of our nation, or in response to national disasters will continue
17 to accrue vacation and sick leave at the same accrual rate as if the
18 employee was not on active military duty during all periods of active
19 military duty, regardless of whether the military leave of absence is paid or
20 unpaid.
21

22 8.1.5 This accrual shall continue while the employee is in active military
23 duty status and until the employee returns to City employment, or until the
24 employee notifies the City of their resignation from City employment or
25 their intention not to return to City employment at the end of their active
26 military duty, whichever date is earlier.
27

28 8.1.6 Any vacation or sick leave accrual allowed to an employee in active
29 military duty status between September 12, 2001 and October 1, 2004
30 may not be converted to cash upon the completion of that person's City
31 employment.
32

33 8.1.7 Health Insurance Benefits While in Military Active Duty Status: For
34 employees mobilized to active duty by the President of the United States
35 on or after September 12, 2001 in support of operations overseas, in
36 defense of our nation, or in response to national disasters, the City shall
37 continue to pay the employer portion of health insurance premiums for that
38 employee to the same extent as if that employee were not on active
39 military duty status.
40

41 8.1.8 The employee in active military duty status must continue to timely
42 make payment of the employee portion of health insurance premiums to
43 the same extent as if that employee were not on active military duty
44 status. Failure to do so will result in termination of health insurance
45 coverage. It is the obligation of the employee on active military duty status

1 to notify the Benefits Division of the Human Services Department how the
2 payments will be made.

3
4 8.1.9 Provided the employee is and remains current on all required
5 employee contributions to health insurance premiums, the City shall
6 continue to pay the employer portion of health insurance premiums while
7 the employee is in active military duty status and until the employee
8 returns to City employment, or until the employee notifies the City of their
9 resignation from City employment or their intention not to return to City
10 employment at the end of their active military duty, whichever date is
11 earlier.

12 13 **8.2 Members of Unorganized Reserve Units**

14
15 8.2.1 Employees who are members of unorganized reserve components,
16 as sanctioned by the State of New Mexico or the Federal government, are
17 granted:

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

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

27
28 8.2.2 The maximum paid military leave is 240 hours per calendar year for
29 permanent employees who are members of unorganized reserve units,
30 regardless of the purpose for which that paid military leave is used.

31
32 8.2.3 Employees whose military commitment requires leave time in excess
33 of that granted above may elect to: (1) be placed into unpaid military leave
34 of absence status; or (2) to use accrued vacation leave, in whole or in
35 part, during their period of military leave. When an employee has used all
36 available paid military leave and paid vacation leave, that employee will be
37 placed into unpaid military leave of absence status for the balance of their
38 military leave period.

39 40 **8.3 General Provisions**

41
42 8.3.1 In no case shall the hours of paid military leave in a calendar year
43 exceed the maximum number of hours provided above, even though the
44 maximum number of hours is calculated by reference to "work days".
45

1 8.3.2 All military leave pay is paid at the employee's straight-time rate of
2 pay.

3
4 8.3.3 Employees working on a part-time basis will be granted paid military
5 leave on a prorated basis.

6
7 **8.4 Transition Provision**

8
9 8.4.1 Any employee who has received paid military leave prior to October
10 1, 2007 in excess of the maximum amount allowable in any calendar year
11 under the terms of this Administrative Instruction shall not be required to
12 reimburse the City for the excess.

13 **9. OTHER LEAVE WITH PAY**

14
15 **9.1 Requests for Paid Leave**

16
17 9.1.1 As a benefit of employment with the City, leave with pay is available
18 for the following reasons: birthday, vacation, illness, holiday, on the job
19 injury, emergency, City business, jury duty, witness for the City, voting,
20 annual military service, education, and work related legal court subpoenas
21 when the employee is not a party to the lawsuit.

22
23 9.1.2 All requests for leave will be submitted for approval on City Form P-
24 30 "Request for Leave of Absence", and will have any necessary
25 documentation attached. If an employee desires to be absent from duty
26 before the necessary forms have been submitted and approved, he/she
27 must request approval from his/her immediate supervisor within a
28 reasonable amount of time before he/she was regularly scheduled to
29 report for duty, and the supervisor must respond within 3 working days
30 from the date of the P- 30 request.

31
32 9.1.3 Leave with pay may be approved by the appropriate City
33 representative for an employee to attend official meetings where the good
34 of the City service is involved or to conduct City business at a location
35 other than the employee's normal work station.

36
37 **9.2 Birthday Leave**

38
39 9.2.1 The employee's birthday may be taken on the actual birth date or an
40 alternate date following the birthday. Alternate days must be taken within
41 one year following the actual birth date. Requests for scheduling of this
42 benefit should not unreasonably be denied. Management shall respond to
43 requests for leave with pay in this subsection in a timely manner.
44

1 **9.3 Blood Donation Leave**

2
3 **This section intentionally left blank**

4
5 **9.4 Managerial Leave**

6
7 **This section intentionally left blank**

8
9 **9.5 Administrative Leave**

10
11 **This section intentionally left blank**

12
13 **9.6 Hardship Leave**

14
15 **This section intentionally left blank**

16
17 **9.7 Jury Duty**

18
19 9.7.1 An employee who is called to serve required jury duty shall be paid
20 his/her regular pay for the employee's normal scheduled work time while
21 serving on jury duty. The employee, however, shall pay over to the City
22 any fees received for jury duty. Any fees received by an employee while
23 not on City time shall be retained by the employee. Employees who are
24 ordered to report to jury duty less than two (2) hours prior to the start of
25 their scheduled shift shall be granted leave with pay for the first two (2)
26 hours of the shift. Employees whose jury duty ends prior to end of their
27 scheduled shift shall be granted reasonable travel time to return to work or
28 with supervisory approval may take vacation or leave without pay for the
29 remainder of their shift.

30
31 **9.8 Leave to Vote**

32
33 9.8.1 State Law requires that under certain conditions, all employees who
34 are registered electors be granted two (2) hours with pay between the
35 opening and closing of the polls to vote on all election days. Department
36 directors must grant this time off for voting if requested by employees
37 registered to vote. Department directors should schedule the time taken
38 so that the delivery of services is affected as little as possible.
39 Departments will not grant time off with pay to any employee whose
40 normal work day begins more than two (2) hours after the opening of the
41 polls, or ends more than three (3) hours prior to the closing of the polls.
42 Time taken off for voting can be used for no other purpose. Department
43 Directors may require an employee to prove that he/she is registered and
44 an eligible voter.

1 9.8.2 If leave to vote is scheduled at intervals during the work shift,
2 employees will be given a choice of scheduled time by seniority.
3

4 9.8.3 An employee who is eligible for leave to vote, and who votes during
5 non-working hours, will be awarded one (1) hour compensatory time in
6 lieu of leave to vote.
7

8 **9.9 Definition for Leaves of Absence**

9
10 **This section intentionally left blank**
11

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

13 **10.1 Absence Without Authorized Leave**

14
15 **This section intentionally left blank**

16 **10.2 Leave Without Pay**

17
18
19 10.2.1 All requests for leave without pay require approval of the
20 department head or the department head's designee. Any request for
21 leave without pay for two weeks or more requires approval of the Chief
22 Administrative Officer.
23

24 10.2.2 An employee may be granted leave without pay for a period not to
25 exceed one year as a result of sickness or disability when certified by a
26 medical doctor, to run for non-City public office, for additional vacation
27 time, or for good and sufficient reason which the CAO considers to be in
28 the best interest of the City.
29

30 10.2.3 Leave without pay may be granted for the purpose of attending
31 schools or courses when it is clearly demonstrated that the subject matter
32 is directly job related or for the purpose of preparing himself/herself for a
33 career within the City service. Training provided by technical, vocational
34 trade schools, and colleges approved by the Veteran's Administration will
35 be accepted by the City under this subsection.
36

37 10.2.4 Employees elected or appointed to a full time non-City public office
38 will be granted a leave of absence without pay to enable him/her to hold
39 such office.
40

41 10.2.5 Voluntary separation to accept other employment shall be
42 considered by the CAO as insufficient reason for granting a leave of
43 absence without pay.
44

1 10.2.6 The City may provide a one year leave without pay for the purpose
2 of performing the full-time duties of Chief Steward.

3
4 **10.3 Leave of Absence**

5
6 **This section intentionally left blank**

7 **11. WORK WEEK**

8
9 **11.1 FLSA Non-Exempt Employees**

10
11 11.1.1 An employee's workweek shall consist of forty (40) hours per
12 week, eight (8) hours per day, five (5) consecutive days per week or ten
13 (10) hours per day, four (4) consecutive days per week. It is recognized
14 that both parties are interested in implementing pilot programs, where
15 feasible, for the broader use of ten (10) hours per day, four (4) days per
16 week. In any areas where this approach is tried, management shall
17 provide for input from the Union.

18
19 **11.2 FLSA Exempt Employees**

20
21 **This section intentionally left blank**

22
23 **11.3 Other Work Week Provisions**

24
25 11.3.1 All permanent, non-probationary full-time employees will be
26 provided the opportunity to work a 40-hour week. When temporary
27 conditions are such that normal duties cannot be performed as a result of
28 weather or lack of equipment or work, alternative duties of benefit to the
29 City may be assigned to affected employees, or the employee may utilize
30 accrued vacation leave or leave without pay. Nothing in this Section shall
31 be construed to preclude actions under Section 12 of this Agreement.

32
33 11.3.2 Pilot programs established through mutual agreement of the
34 parties may be implemented to allow non- consecutive days off for the 10
35 hour per day work schedule.

36
37 11.3.3 No employee will be assigned a split shift.

38
39 11.3.4 An eight (8) hour period of non-work status must be granted,
40 following an overtime assignment, to all employees assigned to work two
41 (2) complete consecutive shifts or the majority of the second shift.
42

1 **12. WORK HOURS**

2
3 **12.1 Flex Time**

4
5 12.1.1 The City and the Union agree to meet to identify areas where
6 flextime work schedules may be implemented to benefit both the
7 employees and the requirements of the City for productivity. In areas
8 where the employees and management wish to implement flexed work
9 schedules, the parties may modify work hours by mutual agreement.

10
11 **12.2 Stand-By Time**

12
13 12.2.1 Employees assigned to standby status shall receive four (4) hours
14 of straight time pay for each twenty-four (24) hour period. Should an
15 employee be unable to complete a standby assignment and another
16 employee has to be assigned, the standby pay for that period of time will
17 be prorated between the employees who worked the assignment.

18
19 12.2.2 Such twenty-four (24) hour period shall start at the time the
20 employee begins his/her standby status

21
22 12.2.3 It shall be the responsibility of the employee placed on standby
23 status to keep the employee's supervisor informed as to where the
24 employee can be reached. Standby time shall not be considered time
25 worked for the purpose of computing overtime payment. Employees on
26 standby status will be given a reasonable amount of prior notice. Standby
27 assignments will be rotated.

28
29 12.2.4 The City will continue current practices regarding standby
30 assignments. The Union and each department will develop Memoranda of
31 Understanding regarding such practices.

32
33 **12.3 Change in Work Hours/ Location**

34
35 12.3.1 An employee shall receive a minimum of five (5) working days
36 notice of a permanent change in the employee's work hours.

37
38 12.3.2 Temporary changes in work hours will not exceed thirty (30)
39 calendar days. This language does not condone a pattern of repeated
40 temporary changes.

41
42 12.3.3 Employees who have their work schedules changed on a
43 temporary basis or who have their work schedules changed due to a
44 modified or light duty assignment shall be given reasonable notice.

45

1 **12.4 Other Work Hour Provisions**

2
3 12.4.1 Employees shall receive one fifteen (15) minute rest period during
4 each one-half shift. Rest periods may only be combined or accumulated if
5 the City and the Union agree to combine rest periods by M.O.U. signed by
6 the Union President and the Human Resources Director.

7
8 12.4.2 The employer will provide a lunch break of at least 30 minutes but
9 not to exceed one hour on non-pay status. The employer may also provide
10 a lunch period to be taken on City time which will be sufficient for the
11 employee to eat lunch as long as the paid lunch period has been
12 approved by the Department Director and the Office of Human Resources.
13 The lunch period should occur approximately at mid-point in the work shift.
14 When the lunch period occurs on non-pay time the employee will not be
15 required to remain at the work site during the break. The parties may
16 agree to other conditions by a memorandum of understanding.

17
18 12.4.3 Wash up time at the end of the work shift will be granted to
19 employees who during the course of their daily job assignment have
20 demonstrated a need for such time. This determination will be made by
21 the employee's immediate supervisor on a case by case basis. Employees
22 whose job assignments are such that wash up time is unnecessary will
23 continue to perform duties of a benefit to the city. Problems that arise with
24 this section will be handled through a mutual effort by the Union President
25 or the President's designee and a representative of the Office of Human
26 Resources who will investigate and attempt to resolve the problem.

27 **13. WORK ASSIGNMENTS**

28
29 **13.1 Working Outside Classification**

30
31 13.1.1 Under normal circumstances, employees will not be required to
32 perform duties outside their classification as a regular assignment.
33 Employees performing duties of a higher classification will be
34 compensated as provided for in Section 20.2. For payroll purposes,
35 compensation under this section will be treated as a temporary upgrade
36 under Section 20.2.

37
38 **13.2 Light Duty/ Modified Work Assignments**

39
40 **This section intentionally left blank**

41
42 **13.3 Solid Waste Collection**

43
44 13.3.1 The parties recognize that the nature of Solid Waste Collection is
45 such that there is exposure to hazardous waste such as chemical and

1 biological agents, pesticides and fertilizers as well as exposure to
2 communicable disease such as flu, hepatitis, hantavirus and A.I.D.S., as
3 well as equipment related hazards. In order to address these problems,
4 Solid Waste Officials and Union officials will jointly meet to identify ways in
5 which to minimize exposure. This should result in additional specialized
6 training being provided to Solid Waste Department employees, as well as
7 public awareness education.
8

9 13.3.2 Transport Operators Certification Program

10
11 13.3.2.1 The parties agree that a bipartisan committee will be
12 formed to draft a certification and training program for Transport
13 Operators within the first six (6) months of this contract.
14

15 13.3.3 The parties may mutually form other committees.

16
17 13.3.3.1 All committee meetings will take place during normal
18 business hours.
19

20 13.3.4 Bidding Routes. When a route vacancy occurs within the 21 department, the following criteria shall be used to determine which 22 employee shall be awarded the route. 23

24 13.3.4.1 Only employees who are currently assigned to a route
25 shall be allowed to bid on a route.
26

27 13.3.4.2 Bidding shall be conducted within the work unit where the
28 vacancy exists. Each equipment classification shall be separate
29 work units.
30

31 13.3.4.3 An employee's date of certification on the specific
32 equipment required for the position vacancy shall be the first
33 criterion considered. Certifications are awarded by the department.
34

35 13.3.4.4 If two (2) or more employees have the same certification
36 date as defined above, "work unit/classification" seniority shall be
37 considered. "Work unit/classification" seniority shall be defined as
38 the length of continuous service within the job classification and
39 grade being considered in the vacancy bid.
40

41 13.3.4.5 If two (2) or more employees have the same "work
42 unit/classification" seniority as defined in (4) above, "division"
43 seniority shall be considered. "Division" seniority shall be defined as
44 length of continuous service within the division as defined in (2)
45 above.
46

1 13.3.4.6 If two (2) or more employees have the same "division"
2 seniority as defined in (5) above, "departmental" seniority shall be
3 considered. "Departmental" seniority shall be defined as length of
4 continuous service in the Solid Waste Department.

5
6 13.3.4.7 If two (2) or more employees have the same
7 "departmental" seniority as defined in (6), "City" seniority shall
8 govern. "City" seniority shall be defined as length of continuous
9 service with the City.

10
11 13.3.4.8 If two (2) or more employees have the same "City"
12 seniority as defined in (7), the employee awarded the vacancy shall
13 be determined by chance through the drawing of playing cards or
14 straws

15
16 13.3.4.9 If no driver bids on a route vacancy, the position shall be
17 assigned to the extra-board driver with the greatest seniority as
18 defined herein. If an extra-board driver refuses the route vacancy,
19 that driver shall be placed at the bottom of the seniority list, and the
20 extra-board driver with the next highest seniority shall be offered
21 the route vacancy.

22
23 13.3.4.10 An employee who wins a bid for a route shall not be
24 permitted to bid on any route that is part of the chain created by the
25 original vacancy.

26
27 13.3.5 If a department determines it is necessary to temporarily reassign
28 an employee(s) to another work site within the employee's division, the
29 reassignment will only be made if the division, at its discretion, determines
30 that the division cannot meet the need at the work site through the use of
31 overtime for employees currently assigned to the work site. The
32 employee(s) with the least seniority as defined in paragraph 15.2.1 above
33 shall be reassigned provided the division does not have a programmatic
34 need to assign another employee(s).

35 36 13.3.6 New Trucks

37
38 13.3.6.1 Seniority will be a consideration in making truck
39 assignments.

40
41 13.3.6.2 The Union will be allowed input on the assignment of new
42 equipment.

43
44 13.3.6.3 The Union will provide input on the procurement of new
45 equipment.

1 13.3.7 Pilot Extra Board
2

3 13.3.7.1 Management will set the criteria for employees to qualify
4 for this program. The Union will be allowed to provide input. Some
5 factors to be considered are:
6

- 7 13.3.7.1.1 Accidents
- 8 13.3.7.1.2 Injuries
- 9 13.3.7.1.3 Claim & Damages
- 10 13.3.7.1.4 Attendance
- 11 13.3.7.1.5 Complaints
- 12 13.3.7.1.6 Seniority

13
14 13.3.7.2 Management will make selections for the pilot extra board
15 based upon the approved criteria
16

17 13.3.7.3 Those employees selected to the extra board will be
18 compensated as agreed upon by the parties as long as the
19 employees continue to maintain the performance standards that are
20 approved as selection criteria.
21

22 13.3.7.4 When an employee fails to maintain qualifications, the
23 employee will be removed from the extra board and management
24 will select a qualified replacement and assign the person leaving
25 the extra board to his/her assigned route.
26

27 13.3.7.5 The Pilot Extra Board Program will be evaluated one (1)
28 year from the signing of this contract. By mutual agreement of the
29 parties the program may be extended to other applications in the
30 Solid Waste Department.
31

32 13.3.8 Annual vacation bidding for available vacation slots will occur
33 during the months of November and December of each year. During the
34 first round of bidding, if employees have the vacation accrued they shall
35 be eligible to bid for one (1) to three (3) weeks. If an employee does not
36 have the accrued vacation they are eligible to bid for two (2) weeks. After
37 the first round of bids, a second bid will be conducted for any remaining
38 vacation slots. On the second bid an employee may schedule additional
39 weeks or the maximum amount of accrued vacation which may be more or
40 less than a week. However, the employee is limited to vacation slots that
41 are left after the first. Vacation will be bid by seniority, by work unit and
42 classification. After the second round of bidding, vacation requests for
43 available slots will be considered on a first come, first serve basis. Extra
44 board drivers in Residential and Commercial shall not be eligible to
45 choose vacation leave during the months of June, July or August.
46

1 13.3.9 Laborers shall have the right to bid as a separate classification for
2 shifts and vacation blocks in the same manner drivers are allowed to bid.
3 A laborer's shift selection shall be honored unless the laborer's supervisor
4 determines that in the interest of departmental productivity the laborer's
5 selection will not be honored. The supervisor's decision shall not be
6 subject to the grievance procedure.

7 **14. SENIORITY**

8

9 **14.1 Seniority Determination**

10

11 14.1.1 Seniority for the purpose of this Agreement, except in those
12 sections containing alternative definitions, is defined as follows: The length
13 of continuous service with the City of Albuquerque as a full-time non-
14 probationary permanent employee within this bargaining unit. Continuous
15 service shall not be considered to have been interrupted if the employee
16 has been on an approved leave of absence. Seniority shall be applied as
17 specifically provided for in this Agreement.

18

19 14.1.2 All departments will post a seniority roster by classification in the
20 work unit. Seniority rosters will be updated at least semi-annually with a
21 copy to the steward unless there has not been a change in the list.

22

23 14.1.3 Ties in seniority will be broken by drawing lots. This will be done
24 with a representative of the Union present. The resolution will be: reduced
25 to writing, signed by the employees and the Union Representative and
26 submitted to the Office of Human Resources.

27 **15. BIDDING and VACANCIES**

28

29 **15.1 Bidding on Vacancies**

30

31 15.1.1 All circulars will be posted in a timely fashion and a copy will be
32 provided to all stewards. Vacancies will be posted for at least five calendar
33 days, not including weekends and City holidays. When filling vacancies,
34 first consideration will be given to qualified employees from within the
35 division, then the department. If no employee from within the department
36 is selected, other applicants will be considered. Time spent on temporary
37 upgrades, on the job experience, and training will be considered. City-wide
38 circulars for bargaining unit positions will be made available to the Union
39 through the Human Resources Department.

40

41 15.1.2 Vacant position circulars shall state the position title, job code,
42 qualification, shift assignment, work location, rate of pay, and safety
43 sensitive designations. It is recognized that the shift assignment may

1 change as a result of the exercise of shift preference. It is recognized that
2 rate of pay may change as a result of the Classification and Compensation
3 Study.

4
5 15.1.3 Any employee who meets the skills, training and experience
6 requirements may bid for the posted position.

7
8 15.1.4 Employees who wish to transfer to a different work assignment
9 within their current classification and department must submit a written
10 request indicating their desire to the current supervisor of the preferred
11 work assignment. Such requests must be renewed every twelve months.
12 These requests will be seriously considered prior to filling vacancies.

13
14 15.1.5 Bargaining unit vacancies that are to be filled will be posted to
15 allow employees the opportunity to be considered for promotion and
16 lateral transfers.

17
18 15.1.6 It is recognized that vacancies may be filled without the posting of
19 vacancy circulars in cases such as layoffs, demotions or settlements.
20 Although such cases will occur, they are not intended to be used to
21 circumvent the normal promotional process.

22
23 15.1.7 City employees bidding on a circularized vacancy will not be
24 required to inform the management of their current department of any bid
25 on such vacancies. Employees must notify their supervisor when they
26 have been notified they will be given an interview for a position if they
27 request to be excused from their work to attend the interview.

28
29 15.1.8 Nothing in this section shall be used to undermine the commitment
30 of the parties that selections for vacancies in this bargaining unit shall be
31 based upon merit.

32 33 **15.2 Shift Preferences**

34
35 15.2.1 When work schedules are to be changed, as a result of vacancies
36 or reorganizations shift selection will be offered to employees by seniority.
37 Seniority for this purpose shall mean continuous non-probationary
38 permanent full time service within the division, then the department, as a
39 member of the bargaining unit. Bidding for shift selection can only be done
40 within current classification and work unit.

41
42 15.2.2 The parties may agree to other conditions by memorandums of
43 understanding at the department or division level. The Union may initiate
44 action to determine employee preference within fifteen (15) days of the
45 signing of the contract. The Union President or the President's designee
46 shall represent the Union during the selection process.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

15.2.3 For purposes of shift preference seniority shall not be considered to have been interrupted by transfer to physical layoff status or by placement on any leave approved by the City if the employee returns to his/her previous classification and work unit immediately after the release from physical layoff or any other approved leave. Shift preference shall be exercised during the regular shift selection process.

16. UNIFORMS, WORK DRESS

16.1.1 Permanent employees of the City of Albuquerque are eligible for participation in the Work Clothing Program as set out below:

16.1.1.1 Five (5) sets of uniforms will be issued to each employee. These uniforms are intended to last one year from the date of issue. If these uniforms are not sufficient, the employee must buy additional uniforms at the employee's own expense.

16.1.1.2 The individual employee is required to wear this uniform during his/her normal work shift. Section supervisors or foremen are responsible for insuring that each employee in this program wears the uniform in a neat and clean condition.

16.1.1.3 All City employees covered by the Work Clothing Program must sign a clothing deduction form .If an employee leaves the City before expiration of six (6) months after receiving his/her uniform, \$25.00 will be deducted from his/her final pay check.

16.1.2 Employees who need gloves (canvas, leather, palm, or all leather) to perform their assigned work shall be furnished gloves by the City at no charge to the employee.

16.1.3 At the time uniforms are selected, employees may select a pair of coveralls in lieu of a set of regular uniforms unless the job prohibits wearing coveralls. Management may choose to provide insulated coveralls where warranted by working conditions. Employees and Union officials may provide input on this issue and committees may be developed when the parties deem necessary.

16.1.4 Bargaining Unit members will be permitted to wear a Union emblem or insignia on their uniforms while on duty so long as the design and location are: mutually agreed upon and the emblem or insignia is not offensive, does not negatively reflect on the City or does not interfere with the City's operational responsibilities.

1 16.1.5 Employees will receive up to \$65.00 per year reimbursement for
2 the purchase of a pair of safety footwear which meets or exceeds ANSI
3 Z41 1991 standards. At the discretion of the Department Director, up to
4 \$65.00 per pair reimbursement may be authorized by employee
5 classification for up to two additional pair per year. Departments will adopt
6 guidelines for reimbursement practices, which may include the combining
7 of reimbursements up to a one time reimbursement of \$195.00. Concerns
8 of departmental reimbursement practices shall be addressed through the
9 Department Director and then the Office of Human Resources. Employees
10 who receive reimbursement will be required to wear this safety footwear
11 while on duty.

12 **17. OCCUPATIONAL HEALTH and SAFETY**

13

14 **17.1 Safe and Healthy Working Conditions**

15

16 17.1.1 The City agrees to use its best efforts to provide a safer work
17 environment. The Union agrees to actively cooperate with the City in
18 meeting this requirement.

19

20 17.1.2 The City and Local 624 shall continue to review the City Safety
21 Program and to establish committees at the work unit and department
22 levels. The committees will have equal representation selected by the City
23 and the Union with a safety officer serving as a chair and voting only in
24 case of a tie vote. These committees will be permitted to submit safety
25 recommendations to the City's Executive Safety Committee.

26

27 17.1.3 These Committees will:

28

29 17.1.3.1 Review and recommend to the bargaining unit committee
30 changes to safety practices and policies; the bargaining unit
31 committee will recommend changes to appropriate parties;

32

33 17.1.3.2 Review accidents and make recommendations to prevent
34 their reoccurrence; provided, however, that committees will not
35 initiate or recommend disciplinary actions;

36

37 17.1.3.3 Establish on going communication with the Office of
38 Human Resources/Risk Management Division to provide employee
39 awareness and specialized training to address hazards in specific
40 work units.

41

42 17.1.4 Safety equipment and devices as required will be furnished and
43 maintained by the City.

44

1 17.1.5 Employees frequently exposed to communicable diseases in the
2 course of their duties will be provided with appropriate immunization at the
3 City's expense.

4
5 17.1.6 First-aid kits and fire extinguishers will be made available to all
6 work sites and vehicles.

7
8 17.1.7 Department Directors, with the approval of the Chief Administrative
9 Officer, may establish incentive programs recognizing accomplishments in
10 safety and productivity. The Union may provide recommendations to
11 departments on the content, structure, and timing of such programs.

12
13 17.1.8 Dangerous Substances: Employees exposed to toxic substances
14 will be monitored and treated as required by OSHA regulations.

15
16 17.1.9 The Union President will meet with the City's Safety
17 Representative and provide input and recommendations regarding safety
18 concerns in the workplace. It is the responsibility of the employee and the
19 employer to work in a safe manner. Employees recognize that it is their
20 responsibility to notify their supervisor of unsafe and/or dangerous
21 conditions in the workplace. It is management's responsibility to take
22 appropriate action to deal with such conditions.

23
24 17.1.10 For the purpose of reporting unsafe working conditions and/or
25 incidents, employees will be allowed to fill out an R.P.O. Form (reporting
26 purposes only).

27 28 **17.2 Emergency Transportation**

29
30 17.2.1 Emergency ambulance service, when required, shall transport on-
31 duty injured employees to a medical facility determined to be appropriate
32 by attending emergency personnel or a qualified physician.

33 34 **17.3 Injury Time**

35
36 17.3.1 Injury Time shall be applied as per Section 3-1-15 of the Merit
37 System Ordinance, and shall include all amendments made during the
38 contract period.

39
40 17.3.2 Injured or disabled employees will be accommodated in
41 accordance with Federal Law.

42
43 17.3.3 Employees who exhaust their sick leave after using their injury
44 leave benefit, may be paid their vacation leave balance in a lump sum
45 payment and may be granted leave without pay up to one year.

46

1 17.3.4 After exhausting injury leave benefits, employees may be eligible
2 to receive donated vacation and/or sick leave in accordance with Section
3 401.5 of the Personnel Rules and Regulations.

4
5 17.3.5 Employees on light duty will accrue sick leave and vacation. Such
6 employees will also continue to receive the employer's P.E.R.A. matching
7 contributions.

8 **18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION**

9 10 **18.1 State Certification**

11
12 18.1.1 Employees required to participate in an examination to obtain
13 State Certification shall receive per diem and travel allowance as provided
14 by State Law, up to a maximum of two examinations for each certification
15 level. Should such examination take place during the employee's regular
16 work hours, time required for testing and reasonable travel time to and
17 from the site of the exam shall be considered hours worked for pay
18 purposes.

19
20 18.1.2 The City will reimburse employees the renewal fees for such
21 certifications.

22
23 18.1.3 For purposes of this section, driver's licenses and equipment
24 operators permits are not considered state certifications.

25 26 **18.2 Educational Leave**

27
28 18.2.1 Employees shall be offered education leave in accordance with the
29 City's Personnel Rules and Regulations.

30 31 **18.3 Certification and Training Programs**

32
33 18.3.1 The present Certification Program procedures, instructional
34 guides, instruction training and employee training agreement forms, and
35 other practices will remain in effect for the duration of this Agreement
36 provided these practices comply with the provisions of this Agreement.

37
38 18.3.2 It is agreed and understood by the parties that employee training is
39 necessary for the purpose of maintaining adequate job skills and
40 knowledge necessary for promotion.

41
42 18.3.3 The Union and the Office of Human Resources may modify work
43 hours by a Memorandum of Understanding for the purpose of providing
44 training.

1 18.3.4 Compensation and Classification for any new jobs required as a
2 result of a training program shall be determined by Human Resources
3 Department prior to its implementation. The Union will provide its input
4 through the Office of Human Resources.
5

6 18.3.5 Disputes pertaining to the Certification and Training Program will
7 be addressed at the department level. If not resolved at that level,
8 disputes will be addressed through the Standards Review Committee, the
9 Office of Training and Organizational Excellence, or the Office of Human
10 Resources as appropriate.
11

12 18.3.6 Employees who are displaced from their permanent positions as a
13 result of their failure to enter or successfully complete certification/training
14 programs will be transferred to positions using existing procedures for job
15 abolishment within the City. The Union and the Office of Human
16 Resources will coordinate such actions. This provision will not apply to
17 those employees who have signed other agreements as a condition of
18 continued employment.

19 **19. POSITION DESCRIPTIONS and SPECIFICATIONS**

20 **19.1 Position Specifications**

21 19.1.1 The officially recognized job specifications for any position will be
22 maintained by the Human Resources Department. Job specifications shall
23 represent a general list of duties and responsibilities. A list of all job
24 specifications will be made available to the Union upon request of the
25 Union President/designee. In the event the Union has concerns over job
26 specifications it shall provide input in writing through the Office of Human
27 Resources and a response in writing shall be given.
28

29 19.1.2 It is recognized that the evaluation and classification of jobs within
30 the City is the responsibility of management. The authority to request a
31 restructuring of a position and the re-evaluation of such a position lies with
32 the Department Director. Once such changes have been approved by the
33 Department Director the Human Resources Department will be notified of
34 the changes. Concerns and input on this matter shall be coordinated
35 through the Office of Human Resources.
36
37

38 **20. PROMOTIONAL PROCEDURES and POLICIES**

39 **20.1 Qualifications for Promotion**

40 20.1.1 It is the policy of the City to use the skills and experience of City
41 employees to the fullest. Selection for promotion is made on the basis of
42
43

1 qualification, fitness, performance, and attendance on the job. If
2 qualification, fitness, performance and attendance are determined by the
3 City to be equal, seniority will be the tie breaker.

4
5 20.1.2 Time spent on temporary upgrades, on-the-job experience and
6 training will be considered when filling vacancies.

7
8 20.1.3 Permanent, non-probationary employees selected to fill
9 circularized vacancies within this bargaining unit shall not be subject to a
10 probationary/trial period.

11
12 20.1.4 Bargaining unit employees will be seriously considered for
13 bargaining unit positions prior to outside applicants provided they are
14 qualified by the department and the Human Resources Department.

15
16 20.1.5 The City will notify and encourage bargaining unit employees to
17 participate in Career Counseling Programs through the City's Office of
18 Training and Organizational Excellence.

19 20 **20.2 Temporary Upgrades**

21
22 20.2.1 Qualified bargaining unit employees will be given the first
23 consideration for temporary upgrades.

24
25 20.2.2 Selection for temporary upgrade assignments for positions within
26 the bargaining unit will be made by considering the following factors:

27
28 20.2.2.1 Qualifications needed to perform the work;

29 20.2.2.2 Physical ability to perform the work;

30 20.2.2.3 Past demonstrated work performance; and

31 20.2.2.4 Attendance, using the past 12 months as the basis for
32 review and with long term continuous absences of 5 days or more
33 considered as one absence. In the event these factors are equal,
34 seniority will be tie breaker.

35
36 20.2.3 An employee who is temporarily upgraded to a management
37 position will be compensated in accordance with the appropriate
38 Administrative Instruction. Employees working in a higher bargaining unit
39 classification for which they are fully qualified will receive the pay for the
40 higher graded position. This subsection shall not apply to employees who
41 agree to other terms as a condition of initial employment, transfer or
42 promotion. Employees who do not participate in available certifications'
43 training programs forfeit the right to be considered for temporary
44 upgrades.

1 20.2.4 Consideration for an assignment to and rotation of temporary
2 upgrades shall be based upon qualifications and performance. The City
3 will retain a form P-28 in the employee's permanent file to document all
4 temporary upgrades. Service in such upgrades will be considered for
5 promotions.
6

7 **20.3 Classification/ Recognition**

8
9 **This section intentionally left blank**

10 **21. PERFORMANCE EVALUATIONS and APPRAISALS**

11
12 21.1.1 An employee may review a negative evaluation of his /her
13 performance with the Department Director.
14

15 21.1.2 The employee may document the employee's point of view on any
16 disciplinary action or performance evaluation. Such documentation will be
17 made in writing and will be made a part of the employee's evaluation, or
18 disciplinary action.

19 **22. PERSONNEL FILES and RECORDS**

20
21 **22.1 Employee Records**

22
23 22.1.1 Working Files

24
25 22.1.1.1 Working files on disciplinary actions may be developed
26 and maintained by the department or division. These files may be
27 purged at any time by the department or division head.
28

29 22.1.2 The Permanent File

30
31 22.1.2.1 The permanent file will be maintained in the Human
32 Resources Department.
33

34 22.1.2.2 Disciplinary actions will be presented to the employee for
35 signature. The employee's signature will be requested but not
36 required.
37

38 22.1.3 Employees shall have the right to inspect and copy their working or
39 permanent files. Access to employee's permanent file shall be given in
40 accordance with the provisions of City Personnel Regulation 1002 and the
41 Public Records Inspections Act.
42

1 22.1.4 The Union President or designee shall have reasonable access to
2 files of employees with written authorization from the employee
3 participating in the grievance procedure. Conflicts over file access shall be
4 addressed through the Office of Human Resources.
5

6 **23. CONDITIONS of EMPLOYMENT**

7
8 **This section intentionally left blank**

9 **24. DISCIPLINE and INVESTIGATIONS**

10
11 **24.1 Disciplinary Actions**

12
13 24.1.1 A hearing shall be convened to allow the employee and the
14 employee's representative the opportunity to explain the reasons for the
15 employee's actions or lack of action which may result in disciplinary action
16 other than an oral reprimand.
17

18 24.1.2 An employee shall have the right to Union representation at all
19 stages of an employee's disciplinary proceedings.
20

21 24.1.3 Employee investigations and notices of contemplated disciplinary
22 actions shall be implemented in the following manner:
23

24 24.1.3.1 If an employee is not placed on investigation, disciplinary
25 process shall be initiated against an employee no later than ten
26 (10) work days after the employee's supervisor knew or reasonably
27 should have known of the act that caused the disciplinary action to
28 be initiated.
29

30 24.1.3.2 For the purposes of this provision only, "initiated" shall
31 mean the written communication of a notice of contemplated
32 disciplinary action to the employee.
33

34 24.1.3.3 If the employer decides to conduct an investigation the
35 employer shall submit a written notification of investigation to the
36 effected employee no later than twenty (20) business days after the
37 employer knew or reasonably should have known of the act for
38 which the investigation is being initiated. For the purposes of this
39 section, the employer is defined as the department director or his or
40 her designee. Any supervisor who knows or reasonably should
41 have known of the act which is being investigated must immediately
42 notify the department director.
43

1 24.1.3.4 Throughout the investigation period, the Union may
2 request a verbal progress report on the investigation from the
3 supervisor. The Supervisor shall provide this report provided the
4 report does not jeopardize the conduct of the investigation. An
5 employee disciplinary investigation shall normally not exceed forty-
6 five (45) days from the date an employee receives a notice of
7 investigation as cited in paragraph 3 herein. If the supervisor
8 determines that the investigation needs to be extended beyond the
9 forty-five (45) day limitation, the supervisor shall submit a written
10 notice of extension to the employee no later than forty-five (45)
11 days after the employee received the initial notice of investigation.
12 The affected employee or the Union, if designated by the
13 employee, may request periodic verbal status reports on the
14 investigation from the employee's supervisor. The requests will be
15 granted provided the supervisor shall not be required to provide
16 information that might jeopardize the investigation process.
17

18 24.1.4 In the event disciplinary action is taken against an employee other
19 than the issuance of an oral warning, the employer shall promptly furnish
20 the employee with a clear and concise statement in writing of the reasons
21 therefore.
22

23 24.1.5 Nothing in this Section shall prevent the employer from disciplining
24 or discharging employees for just cause. Any such decision may be
25 subject to the grievance procedure.
26

27 24.1.6 When discipline is to be imposed, progressive discipline will be
28 considered when it appears that the merits of the case would lend itself to
29 this procedure.
30

31 24.1.7 When possible, the employer agrees to criticize employees in
32 private away from the public and other employees. Each party may have a
33 witness present.
34

35 24.1.8 An employee may propose in writing to management a level of
36 discipline the employee will accept for an offense prior to management
37 imposing disciplinary action. If management accepts the discipline
38 proposed by the employee, the issue will be considered settled and the
39 action will not be grieved.
40

41 **24.2 Investigations**

42

43 24.2.1 The parties acknowledge that investigations of disciplinary actions
44 should be conducted in a manner which affords the employees involved
45 an environment that is conducive to problem solving. Union concerns over
46 investigations will be addressed through the Office of Human Resources.

1
2 24.2.2 Employees who are the subject of a disciplinary investigation shall
3 be permitted to have union representation upon request. The employer
4 shall not be required to delay the investigative interview more than ½ hour
5 while the employee obtains union representation.
6

7 24.2.3 The Human Resources Office and the Union President shall
8 continue to meet to discuss issues of mutual concern related to
9 disciplinary and supervision issues.
10

11 **24.3 Process For Termination under COP**

12
13 24.3.1 If an employee reaches the number of points under the COP which
14 results in the loss of the employee's City Operating Permit (COP), the
15 employee's department shall submit to the Human Resources Director
16 (HRD) a completed form with the following questions answered:
17

18 24.3.1.1 Does the employee's job description require a driver's
19 license?

20 24.3.1.2 Has the department required the employee to drive
21 during the past year? If so, how often?

22 24.3.1.3 How will the employee's restrictions from driving impact
23 the productivity of the department?

24 24.3.1.4 How will the department be impacted if the employee
25 cannot drive for a period of one (1) year?

26 24.3.1.5 Can the essential functions of the employee's position
27 be performed by the employee without a COP? Why or
28 why not?

29 24.3.1.6 If the answer to (e) above is "no," can a modification be
30 made to the employee's position for the employee to
31 retain the employee's current employment status within
32 the department?

33 24.3.1.7 Can the employee be reassigned to other duties (i.e.,
34 through voluntary demotion, transfer, etc.) within the
35 department to lessen the impact on the department?
36

37 24.3.2 The form identified and described above shall be submitted to the
38 (HRD) prior to the commencement of any disciplinary action against the
39 employee for losing the COP.
40

41 24.3.3 Upon receipt of the answered form, the (HRD) shall provide the
42 employee or the employee's union representative to also complete the
43 form. The employee/union shall be provided a reasonable amount of time
44 to complete the form.

1 **25. GRIEVANCE and APPEAL PROCEDURES**

2
3 **25.1 Grievance Procedures**

4
5 25.1.1 Nothing in this Agreement shall prevent any employee from
6 instituting or pursuing any grievance or a letter of reprimand on the
7 employee's own behalf or with the assistance of the Union, in accordance
8 with the provisions of the Merit System Ordinance except for section 3-1-
9 24 of the Merit System Ordinance which applies only to permanent
10 classified employees who are not covered by a Collective Bargaining
11 Agreement.

12
13 25.1.1.1 The parties agree that disciplinary actions held in
14 abeyance are not subject to any grievance procedure.

15
16 25.1.2 The aggrieved employee may have representation at any time or
17 step in the grievance/arbitration procedure. If an employee institutes a
18 grievance under the provisions of Section 3-1-23 of the Merit System
19 Ordinance in effect on the employee's own behalf, in accordance with this
20 Section, the employee's representative will comply with the provisions of
21 Administrative Instruction 1-11, as currently in effect, governing the
22 Grievance Committee Process.

23
24 25.1.3 As a condition of employment, employees are required to appear
25 as witnesses in grievance/arbitration hearings when requested by the
26 aggrieved employee or by the City. Requests for the appearance of
27 witnesses will be made through the Office of Human Resources. The
28 Office of Human Resources will notify the Department of any employee
29 called as a witness. An employee called as a witness during working
30 hours shall be paid at the employee's regular rate. The employee will be
31 required to return to work when the employee is no longer needed as a
32 witness.

33
34 25.1.4 Employees called as witnesses during time off shall be paid at
35 straight time for the time spent at the hearing, plus reasonable travel time
36 by whichever party is requiring the employee to appear. This time is not
37 considered time worked for the purpose of computing overtime
38 compensation.

39
40 25.1.5 Any action resulting in the filing of a grievance/arbitration shall be
41 processed according to the procedures in effect at the time of the filing of
42 the grievance/arbitration as provided by the Merit System Ordinance or
43 the Collective Bargaining Agreement. If an employee wishes to appeal a
44 disciplinary action that is subject to this Grievance Procedure, the
45 employee shall elect to use this Grievance procedure or the City's Merit

1 System Ordinance to appeal the action. If the employee decides to use
2 the City's Merit System Ordinance to appeal a disciplinary action, the
3 employee shall appeal the disciplinary action in writing and in accordance
4 with the Ordinance no later than ten (10) days after the employee receives
5 the written notice of disciplinary action. An employee who decides to use
6 this Agreement's Grievance Procedure to appeal a disciplinary action shall
7 appeal the disciplinary action by filing a written grievance no later than
8 fourteen (14) days after the employee received the written notice of
9 disciplinary action. If the employee decides to use this Grievance
10 procedure, the employee may not also use the Merit System Ordinance
11 appeal procedures. If the employee utilizes the Merit System Ordinance
12 appeal procedures, the employee may not use the Grievance Procedure
13 appeal procedures. This decision shall be irrevocable. If the Union, at a
14 later date, decides that the employee's grievance is not meritorious and
15 withdraws the grievance, the employee may not submit an appeal through
16 the Merit System Ordinance."
17

18 25.1.6 If an employee chooses to use the City's Merit System ordinance to
19 appeal a discipline, provisions of this Agreement shall be admissible
20 evidence at the employee's hearing before a Personnel Board hearing
21 officer provided the provisions are relevant to the issue before the hearing
22 officer.
23

24 25.1.7 An officer or a steward will be allowed reasonable time off with pay
25 to represent an employee during a an arbitration, grievance or pre-
26 determination hearing. The President/designee will be granted access to
27 work sites to conduct inspections for the arbitration process. The parties
28 agree that such access shall not disrupt the work place. Prior to access of
29 the work site, notification will be given to the appropriate city official.
30 Management may require that the Union President/designee be escorted
31 while on the work site.
32

33 25.1.8 The parties will use binding arbitration for resolution of alleged
34 contract violations or other written agreements, and all disciplinary related
35 grievances, except as set forth in Subsection 25.1.1 above. For purposes
36 of this subsection, disciplinary related grievances shall be limited to the
37 following:
38

39 25.1.8.1 Suspension

40 25.1.8.2 Demotion

41 25.1.8.3 Terminations
42
43
44

45 **25.2 Grievance Steps and Arbitration Procedures**

46

1 25.2.1 Labor-Management Relations Ordinance Pre-arbitration/Merit
2 System Ordinance Procedures
3

4 25.2.1.1 Step I: Within fourteen (14) days of an alleged contract
5 violation, violation of other written agreements, or imposition of a
6 disciplinary action, the Union must submit a notice of grievance or
7 violation to the Department Director, with a copy to the Office of
8 Human Resources. Such notice shall be as clear and concise as
9 possible, based on information made available to the Union. The
10 Department Director shall have fourteen (14) days to respond in
11 writing to the notification from the Union. If the Union is dissatisfied
12 with the response, the Union may request arbitration.
13

14 25.2.1.2 Step II: Within fourteen (14) days of the completion of
15 Step 1, the Director of the Office of Human Resources or designee
16 shall meet with the Union President or designee and attempt to
17 resolve any grievance issue. It is recognized that the Director and
18 President have the authority to settle disputes.
19

20 25.2.1.3 Step III: If no resolution is obtained, the Union must
21 initiate arbitration proceedings within thirty (30) days of the
22 completion of step 2, or forfeit the right to arbitrate the specific
23 grievance.
24

25 In the event of a [Step III] grievance, the Union shall have 120
26 business days to strike from the date the City produces to the
27 Union all evidence which supports its position in the grievance.
28 Should the Union need additional time to strike for an arbitrator
29 beyond the 120 business days, the Employer shall not be liable for
30 damages for the period of additional time needed. Damages
31 include, but are not limited to back pay or interest.
32

33 25.2.2 Time Limits
34

35 25.2.2.1 In determining the time limits in this Agreement, the date
36 of the grievable act or occurrence shall not be counted.
37

38 25.2.2.2 If the last day of any notice required by this Section falls
39 on a holiday, Saturday or Sunday the time limit shall be extended to
40 the next date that the City Administrative Offices are open for
41 business.
42

43 25.2.2.3 Time limits may be extended by written mutual agreement
44 of the parties.
45

1 25.2.2.4 If the Union fails to comply with the time limits, the
2 grievance shall be considered null and void.

3
4 25.2.3 Selection of Arbitrator

5
6 25.2.3.1 Arbitrators will be selected from a list of seven (7)
7 arbitrators requested from the Federal Mediation and Conciliation
8 Service. The arbitrator's list shall consist of arbitrators from the
9 region which includes New Mexico as defined by the F.M.C.S. The
10 selection of the arbitrator shall be accomplished by the parties
11 striking names until only one name remains. That person shall be
12 the arbitrator. The party to strike the first name is determined by the
13 flip of a coin.

14
15 25.2.4 Disciplinary Arbitration Procedures

16
17 25.2.4.1 The tape recording of the arbitration procedure is
18 determined by the arbitrator.

19
20 25.2.4.2 Issues of grievability shall be decided by the arbitrator.

21
22 25.2.4.3 The arbitrator's standard for determining the
23 appropriateness of disciplinary actions shall be just cause.

24
25 25.2.4.4 The arbitrator shall have the authority to accept, modify or
26 reverse discipline imposed by the city.

27
28 25.2.4.5 In the event of reinstatement, a reduction or recision of a
29 suspension or demotion, the arbitrator's award shall be limited to
30 back pay and benefits for time lost, less any compensation received
31 by the employee during the suspension, demotion or termination.

32
33 25.2.4.6 In researching a decision, the arbitrator may consider the
34 Human Resources Ordinance, the Merit System Ordinance,
35 Personnel Regulations, Administrative Instructions, a collective
36 bargaining agreement in effect at the time of discipline, contract
37 violations, evidence and testimony relevant to jurisdiction and any
38 valid City policy.

39
40 25.2.4.7 The burden of proof on alleged violation shall be on the
41 appellant. The burden of proof in disciplinary grievances shall be of
42 the City.

43
44 25.2.4.8 The standard of review on appeal shall be governed by
45 the New Mexico Uniform Arbitration Act.
46

1 25.2.4.9 Challenges of an arbitrator's decision shall be filed in a
2 court of lawful jurisdiction within sixty (60) calendar days of the filing
3 party's receipt of such decision.
4

5 25.2.4.10 The parties are prohibited from violating written
6 agreements in force which were negotiated in accordance with the
7 Employee Relations Ordinance. Any controversy concerning an
8 alleged contract violation may be submitted for binding arbitration.
9

10 25.2.4.11 The arbitrator shall have the authority to interpret and
11 determine compliance with the provisions of the Collective
12 Bargaining Agreement. The Arbitrator may not add to, detract from
13 or alter in any way the provision of the Collective Bargaining
14 Agreement, the Employee Relations Ordinance, the Merit System
15 Ordinance, the Personnel Rules and Regulations, or any valid City
16 Policy.
17

18 25.2.5 General Provisions 19

20 25.2.5.1 The City and the Union agree to attempt to resolve the
21 grievance arbitration in a timely manner.
22

23 25.2.5.2 Costs of arbitration shall be shared equally by the parties.
24 Costs shall include, but may not be limited to: arbitrator fees and
25 expenses, witness fees, and court reporting/tape recording costs.
26 City employee witnesses shall be compensated at their regular
27 hourly rate. Witnesses not employed by the City shall be
28 compensated by agreement of the parties.
29

30 25.2.5.3 The arbitrator shall have the authority to require any party
31 to the arbitration to produce relevant documents and to testify on
32 behalf of either party.
33

34 25.2.5.4 The arbitrator's decision shall be final and binding upon
35 the City, the Union and the grievant, except as provided by law.
36

37 25.2.5.5 The arbitrator shall deliver his/her award and decision in
38 support thereof, within the F.M.C.S. guidelines after the close of the
39 grievance hearing or submission of briefs, whichever is later, unless
40 otherwise agreed to by the parties.
41

42 25.2.5.6 Alteration of time requirements may be made by mutual
43 written consent of the parties. The Director of the Office of Human
44 Resources and the Union President have the right to settle
45 disputes.
46

1 25.2.5.7 As an incentive to avoid arbitration and its associated
2 costs, at any time prior to the arbitration hearing, either party may
3 submit a written settlement offer to the other party. Counter offers
4 may be submitted in writing until agreement *is* reached, and signed
5 by the parties, thus resulting in a shared cost of all cancellation
6 fees, if any. However, if a written settlement offer is rejected the
7 following shall apply:
8

9 25.2.5.7.1 If a party rejects a written settlement offer, and
10 the arbitrator subsequently makes an award less favorable
11 to that party than the rejected offer, and as favorable or more
12 favorable to the party making the offer, the party rejecting
13 the offer shall pay the costs of arbitration. If the arbitrator's
14 award is not less favorable to any party than a settlement
15 offer that has been rejected, or no settlement offer was
16 tendered, the parties shall split the costs of the arbitration.
17 The arbitrator shall retain jurisdiction to determine fees if
18 there is a dispute as to the application of this Subsection.
19

20 25.2.6 In an effort to expedite the backlog of grievances that currently
21 exist, the parties agree that an effort will be made to settle all existing
22 grievances, and from the date of the signing of this agreement a one year
23 time limit will apply on any new grievance filed.

24 **26. EMPLOYEE REIMBURSEMENTS**

25 26 **26.1 Per Diem and Mileage Reimbursements**

27
28 26.1.1 Employees who are required to use their personal vehicle in the
29 performance of their duties shall receive reimbursement in accordance
30 with applicable City and State law.
31

32 **26.2 Other Employee Reimbursements**

33
34 26.2.1 Mechanics and Mechanic Helpers will receive up to \$350.00
35 reimbursement once per any twelve (12) month period, upon the
36 presentation of receipts for the purchase of job related tools. Electronic
37 Technicians, Tire Repairers, Radio Technical Specialists and Paint/Body
38 Workers will receive up to \$150.00 reimbursement once per any twelve
39 (12) month period upon the presentation of receipts for the purchase of job
40 related tools. These reimbursements do not apply to employees for whom
41 the City provides the tools
42

43 26.2.2 Employees will be reimbursed for prescription eye glasses
44 damaged in the line duty up to a maximum of \$150.00 over any
45 continuous 12-month period.

1 **27. EMPLOYEE LIABILITY COVERAGE**

2
3
4

The City will comply with the appropriate state law and federal law as it relates to liability in civil suits against employees.

5 **28. EMPLOYEE ASSISTANCE PROGRAMS**

6
7
8

28.1 Employee Assistance Program

9
10
11
12

28.1.1 The City agrees to continue to advise employees with problems to seek counseling and treatment leading toward resolution of problems which are affecting their job performance. Toward this end, the City will maintain an Employee Assistance Program.

13
14 **28.2 Critical Incident Stress Debriefing**

15
16

This section intentionally left blank

17 **29. EMPLOYEE VEHICLE USAGE**

18
19

This section intentionally left blank

20 **30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION**

21
22

This section intentionally left blank

23 **31. FIREARMS**

24
25

This section intentionally left blank

26 **32. CITY PROVIDED EQUIPMENT and TOOLS**

27
28
29
30

32.1 Storage will be provided by the City for City equipment and employees will not be required to take equipment home except when the employee is on standby status.

31
32

32.2 The City agrees to provide storage for employees' tools.

33 **33. EMPLOYEE INCENTIVE PROGRAMS**

34
35
36

33.1 Employee Recognition Program

37
38

This section intentionally left blank

1 **33.2 Sick Leave Incentive Program**

2
3 33.2.1 Employees who utilize zero hours of sick leave over six
4 consecutive months will be awarded one day of leave in accordance with
5 Council Resolution R 445.

6 **34. EMPLOYEE PAYROLL DEDUCTIONS**

7
8 34.1 The City agrees to deduct from the wages of an employee an amount
9 authorized by the employee and to transmit such funds each pay period to
10 the Rio Grande Credit Union.

11
12 34.2 Other deductions may be authorized pursuant to appropriate
13 administrative instructions.

14 **35. LAYOFF/ REDUCTION IN FORCE and RECALL**

15
16 **35.1 Layoff and Reduction in Force Procedures**

17
18 35.1.1 The City will provide for Union input prior to any layoff and recall.

19
20 35.1.2. When it becomes necessary to have a reduction in the City's work
21 force, employees will be laid off in reverse order of total permanent
22 continuous City service (seniority) applied to the present classification
23 held. Laid off employees have the responsibility of keeping the City
24 informed as to their correct mailing address.

25
26 35.1.3 An employee with previous experience in another Local 624
27 bargaining unit classification displaced by a reduction-in-force and who
28 faces a layoff or displacement may "bump" an employee with less City
29 seniority in the employee's current or previous classification if the
30 employee is qualified. The Human Resources Department shall
31 determine whether the employee is qualified. Where a layoff or
32 displacement occurs which requires an involuntary transfer of a senior
33 employee, that employee shall be assigned to the vacant position created
34 by the layoff of the most junior employee in the same classification city-
35 wide. The "bumped" individual will be laid off and have no bumping rights
36 within the City, if the employee has less than two years of City seniority.

37
38 35.1.4 Employees, except for employees paid from federal, state or
39 private funds, will be given a ten working day notice prior to being placed
40 on layoff status.

41

1 35.1.5 When layoffs and downgrades have occurred as a result of a
2 reduction in work force, employees will be given preference in filling
3 vacant positions in the following order:
4

5 35.1.5.1 First preference will be given to employees who held the
6 classification of the now vacant position and were downgraded in
7 classification. This preference will be applied in seniority order.
8

9 35.1.5.2 Second preference will be given to employees who were
10 laid off and who have previously held the classification of the
11 vacant position. This preference will be applied in seniority order
12

13 35.1.5.3 Third preference will be given to employees on layoff who
14 qualify for the vacant position but have not previously held the
15 classification. This preference will be applied in seniority order.
16

17 35.1.6 Prior to the layoff of a bargaining unit employee, temporary,
18 seasonal or student employees who occupy bargaining unit positions
19 affected by the reduction in force shall be laid off first unless the City
20 identifies a need that cannot be met by the bargaining unit employee. No
21 new employees shall be hired into the bargaining unit until all laid off
22 qualified employees have been given an opportunity to return to work.
23

24 35.1.7 Employees on layoff will be given notice of recall according to the
25 following procedure:
26

27 35.1.7.1 The City will advise the employee to be recalled by
28 certified or registered United States mail. A copy of such recall
29 notice will be furnished to the New Mexico American Federation of
30 State, County, and Municipal Employees, Local 624.
31

32 35.1.7.2 An employee, upon receiving notice of recall will, within
33 seven (7) days, acknowledge receipt by certified or registered mail,
34 advising the Human Resources Officer of the date he/she will be
35 available for service, which available date must not be later than
36 thirty (30) calendar days from the date the employee receives the
37 recall notice.
38

39 35.1.7.3 Employees failing to comply with this Section will forfeit
40 their recall rights. Failure to report following the receipt of the recall
41 will be considered an automatic resignation. It is understood that
42 the City will have discharged its obligation of notification to laid off
43 employees by having forwarded the recall notice as herein outlined.
44

1 35.1.8 A list of employees on layoff status and employees downgraded as
2 a result of a reduction in work force will be available in the Office of
3 Human Resources.

4
5 35.1.9 Once an employee has been given formal written notice of layoff,
6 the affected employee will be transferred to an existing vacancy for which
7 employee is qualified, without having to circularize the vacancy. An
8 employee in this status will be given preference on vacancies for positions
9 of equal or lesser pay for which the employee is qualified.

10
11 35.1.10 In the event of layoff or displacement which occurs the employee
12 with the least continuous City seniority in the affected classification City
13 wide will be laid off. If the affected employee's position which was deleted,
14 the employee in the position that was deleted will be assigned to the
15 vacant position created by the junior employee who was laid off.

16 **36. RESIGNATION and RETIREMENT**

17 **36.1 Resignation**

18
19 36.1.1 When a written resignation is given to management, it may be
20 withdrawn by the mutual agreement of the employee and his/her
21 department head. Disputes will be addressed through the Office of Human
22 Resources.

23 24 **36.2 Retirement**

25
26 36.2.1 Employees with questions regarding their eligibility for retirement
27 should contact PERA at 1-800-342- 3422.

28
29 36.2.2 The City agrees to continue to offer pre-retirement counseling
30 workshops. Such sessions will be held on a quarterly basis. Employees
31 authorized to attend such sessions will be granted City business leave for
32 this purpose.

33
34 36.2.2.1 Employees with twenty years or more of City service will
35 be notified of upcoming workshops. Employees who do not select a
36 workshop will be scheduled by management to attend the
37 workshop.

38
39 36.2.2.2 Employees who have retirement credit with another public
40 employer or who are buying retirement credit are responsible for
41 notifying the Human Resources Department to schedule an
42 appointment for the workshop.

43
44 36.2.2.3 The City will offer Blue Collar employees with 15 years
45 service one day Pre-Retirement Counseling Seminars on City time.

1 Any Blue Collar employee who has under 15 years service may
2 attend by using either vacation or their own personal time.

3
4 36.2.2.4 The City will notify the employees in writing of Pre-
5 Retirement Counseling Sessions.

6 **37. RULES and REGULATIONS**

7
8 **This section intentionally left blank**

9 **38. CONTRACTING OUT**

10
11 **38.1 Contracting for Services**

12
13 38.1.1 The City agrees that prior to contracting out bargaining unit
14 positions, the Union will be allowed input in writing through the Office of
15 the Mayor, with a copy delivered to the Office of Human Resources. A
16 written response shall be given to the Union.

17
18 38.1.2 Union concerns over contracting out may be addressed through
19 the applicable Department Director.

20
21 38.1.3 In the event of layoff or displacement, the appropriate action will be
22 taken in accordance with Section 35 of this Agreement.

23 **39. STRIKES and LOCKOUTS**

24
25 **This section intentionally left blank**

26 **40. GENERAL ADMINISTRATIVE PROVISIONS**

27
28 **40.1 Non-Discrimination**

29
30 40.1.1 The provisions of this Agreement shall be applied to all employees
31 in compliance with applicable law and City policies that prohibit
32 discrimination related to age, race, creed, religion, national origin, gender,
33 disability, sexual orientation, veteran status or other protected classes set
34 forth in the City's Labor-Management Relations Ordinance.

35
36 **40.2 Memoranda of Understanding (MOU)**

37
38 **This section intentionally left blank**

1 **40.3 Complete Agreement**

2
3 40.3.1 This Agreement relates to the employees of the City of
4 Albuquerque in the designated collective bargaining unit. The parties do
5 hereby acknowledge that this Agreement represents an amicable
6 understanding reached by the parties as the result of negotiations of the
7 parties as provided in the Employer's Labor-Management Relations
8 Ordinance.

9
10 40.3.2 This Agreement replaces in its entirety any and all previous
11 Agreements and represents the only Agreement of the parties hereto.
12 When any conflicts occur, this Agreement shall govern as provided by the
13 Employer's Labor-Management Relations Ordinance.

14
15 40.3.3 The parties agree that all issues subject to negotiations and
16 consideration by the parties have been addressed during the negotiations
17 leading to this Agreement. Neither party shall be required to negotiate on
18 any matter during the term of this Agreement unless otherwise specifically
19 mandated by another provision of this Agreement. This limitation shall
20 apply to any matter, whether or not the issue is addressed in this
21 Agreement.

22
23 40.3.4 Under normal circumstances, the Union will be given prior notice of
24 proposed changes in City or department-wide written policies that directly
25 affect bargaining unit employee working conditions. The Union will be
26 given fourteen (14) days from the time of notice to provide input. This input
27 period may or may not delay implementation, but may require revision or
28 cancellation of the originally proposed policy. The parties may agree to
29 extend time limits by mutual consent.

30
31 40.3.5 The Union will be allowed to provide input through the Office of
32 Human Resources on all changes in policies, rules and handbooks.

33
34 **40.4 Savings Clause**

35
36 40.4.1 Should any part of this Agreement or any provision contained
37 herein be declared invalid by any tribunal of competent jurisdiction, the
38 validity of the remaining portions shall not be affected. Should this occur,
39 the parties will immediately meet to negotiate a suitable provision to
40 replace the provision held invalid.

41
42 **40.5 Term of Agreement**

43
44 40.5.1 This Agreement is effective on the first full pay period following
45 ratification and signature by the parties or on the first full pay period
46 following July 1, 2016, whichever occurs later, and shall remain in full

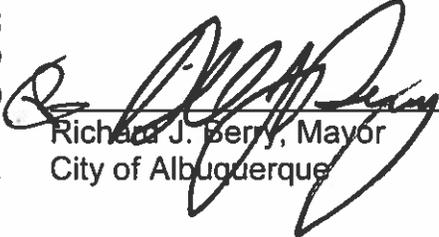
1 force and effect through June 30, 2018.
2
3

1 **SIGNATURES**

2
3 IN WITNESS WHEREOF, the parties have signed their names and affixed the
4 signatures of their authorized representatives on this 3 day of September
5 _____, 2016.

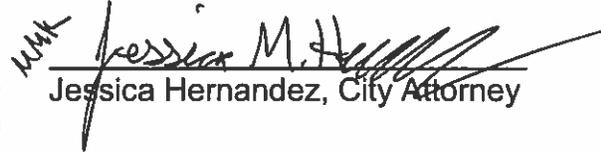
6
7 CITY OF ALBUQUERQUE

AFSCME Local 624
Blue Collar Union

8
9
10 
11 _____
12 Richard J. Berry, Mayor
13 City of Albuquerque


14 _____
15 Casey Padilla, President
16 Local 624 Blue Collar

17 Form Reviewed by Legal Department (Seal)

18 
19 _____
20 Jessica Hernandez, City Attorney
21


Natalie Howard, City Clerk