

**THE CITY OF ALBUQUERQUE**  
**and**  
**AFSCME LOCAL 624 TRANSIT UNION**

**Effective February 21, 2015 through June 30, 2016**

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# AGREEMENT

## 0. RECITALS

### **0.1 Preamble**

0.1.1 The general purpose of this Agreement is to:

01.1.1 Provide for the wages, rates of pay, hours and other conditions of employment of the MCOs and SVCs of the Albuquerque Transit Department;

0.1.1.2 Provide for an efficient means of manning the service;

0.1.1.3 Provide for the fair treatment of City Transit MCOs and SVCs;

0.1.1.4 Provide for the efficient operation of the Albuquerque Transit Department so that public transportation service may be rendered in such a manner as will best serve the public convenience and necessity without interruption;

0.1.1.5 Provide for the prompt and amicable adjustment of disputes which may arise out of the application or interpretations of this Agreement or otherwise;

0.1.1.6 Provide for such other arrangements which may be deemed advisable by the parties hereto to safeguard their respective interests and establish and maintain harmonious relationships; and

01.1.7 Provide for the safeguarding of the City's Property.

### **0.2 Authority**

0.2.1 This Agreement has been made and entered into between the City of Albuquerque, New Mexico hereinafter referred to as "City", and the AFSCME Local 624, hereinafter referred to as the "Union", representing the full-time permanent, non-probationary Motor Coach Operators (MCOs) and Sun Van Chauffeurs (SVCs) employed by the Albuquerque Transit Department of the City of Albuquerque, New Mexico.

### **0.3 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.

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

0.3.3 Under normal circumstances, the Union will be given prior notice of proposed changes in City or department wide written policies that directly affect bargaining unit employee working conditions. The Union will be given fourteen (14) days from the time of notice to provide input. This input period may or may not delay implementation, but may require revision or cancellation of the originally proposed policy. The parties may agree to extend time limits by mutual consent. Notwithstanding the foregoing commitment, neither party shall be required to negotiate any issue during the term of this Agreement, whether the issue is contained in this Agreement or not part of this Agreement, unless specifically mandated by another provision of this Agreement.

### **0.4 Recognition**

0.4.1 The Union, having shown that it represents a majority of employees holding the job position of MCOs and SVCs is hereby recognized as the exclusive bargaining agent for such permanent, non-probationary MCO and SVC employees. The City agrees to deal with appointed or elected Union officials designated by the Union. The Union agrees to work through the Transit Department and then if necessary through the Office of Human Resources on any issue that may arise concerning employee problems or this contract.

0.4.2 The right of individual employees to present their own requests or process their own grievances except an appeal to the (Labor Board or Arbitration) shall not be impaired by this Agreement. The Union will be given written notice of any grievance filed by any member of the NMTU and a Union representative may be present at such grievance.

0.4.3 For the purpose of this Agreement, the term "employees" shall include, as heretofore states, only those permanent non-probationary employees holding the job position of MCOs and SVCs. All other employees irrespective of their job position title, including those who are

members of supervision, shall be excluded from representation by the Union.

0.4.4 It is understood that for collective bargaining purposes, the Union will represent all permanent non-probationary Motor Coach Operators (“MCOs”) and Sun Van Chauffeur (“SVCs”) and not temporary or probationary employees;

0.4.4.1 All new MCOs and SVCs will be hired as permanent, probationary employees; and

0.4.4.2 The City may only hire temporary drivers for short-term operational purposes which cannot be fulfilled with permanent drivers. These special events may include adjustments for vacation schedules or unanticipated peak service needs.

0.4.5 The parties recognize the right of the Transit Department to hire and use temporary MCOs and SVCs as per Section 4.4.2 above. For purposes of this agreement, “temporary” shall be defined as an employee who is given a termination date at the time of initial employment and whose length of temporary service shall not exceed six (6) months. Temporary employees shall not be members of the bargaining unit, and their rights shall be governed by the provisions of the Merit System Ordinance and the Personnel Rules and Regulations.

0.4.6 Temporary MCOs and SVCs will be given preference in filling permanent positions as they become available, when no qualified permanent employees are available to fill the vacancy. Temporaries will be selected for permanent positions based first on performance and second on seniority. If there are no qualified permanent or temporary employees available to fill a vacancy, the Department may fill the vacancy by whatever means it deems appropriate. The City agrees to forward to the Union through the Transit Manager, the names of new employees who come within the scope of this agreement.

0.4.7 Temporary MCOs who become permanent MCOs after serving 6 or more months as a temporary shall not be required to serve a probationary period and shall immediately gain permanent, non-probationary status. Temporary MCOs who become permanent MCOs after serving less than 6 months as a temporary shall be required to serve a probationary period which brings their total length of service as an MCO to 6 months, following which time the MCO shall gain permanent, non-probationary status.

0.4.8 The provisions of subsection 4.6 shall apply to temporary SVCs who become permanent SVCs.

0.4.9 Temporary MCOs, with less than 4 months of service who transfer to positions as permanent probationary SVCs shall be required to serve a probationary period which brings their total length of service to 6 months following which time the employee will gain permanent, non-probationary status. Temporary MCOs with more than 4 months of service, and less than two months previous experience as SVCs, who transfer to positions as permanent probationary SVCs will be required to serve an additional probationary period of two months, less any amount of time previously spent as an SVC following which time the employee will gain permanent, non-probationary status after six months of total service. Temporary MCOs who transfer to positions as permanent SVCs with at least two months previous experience as SVCs, will gain permanent non-probationary status upon transfer to the permanent position.

0.4.10 The provisions of subsection 4.8 shall also apply to temporary SVCs who transfer to positions as permanent, probationary MCOs.

0.4.11 Should the decision of any court of competent jurisdiction render any part of this Section invalid or otherwise null and void, the parties will comply with the decision of the court.

## 1. GENERAL LABOR/ MANAGEMENT PROVISIONS

### **1.1 Agency Fee/ Fair Share**

1.1.1 Payment of an agency fee by non-union bargaining unit employees has been authorized by Resolution of the Albuquerque City Council; and Resolution requires that any agency fee provision negotiated pursuant to the Resolution comply, with all State and Federal legal requirements.

1.1.1.1 The Union will retain an independent auditor to audit its receipts and expenditures for the previous 12 months and once every 12 months thereafter;

1.1.1.2 The Union will publish the results of the audit, including an adequate explanation of the agency fee, to bargaining unit members;

1.1.1.3 Bargaining unit members shall have 30 days to file a challenge to the apportionment of the agency fee;

1.1.1.4 Any challenge shall be heard by an impartial decision maker;

1.1.1.5 The amount of the agency fee shall only include costs which arise from the negotiation and administration of the collective

bargaining agreement and the adjustment of grievances or prohibited practices charges filed by the Union;

1.1.1.6 Under no circumstances shall non-union bargaining unit members be required to contribute toward the Union's social, political, or charitable activities, nor shall any bargaining unit member be subject to any retaliation for refusal to contribute to such activities;

1.1.1.7 The Union has the burden at all times of providing that its costs were properly apportioned to the agency fee;

1.1.1.8 Any portion of the agency fee which specifically challenged shall be held in escrow until resolution of the challenge;

1.1.1.9 To the extent permitted by law, the Union will indemnify and hold the City harmless, including payment of attorney fees and costs for counsel chosen by agreement of the parties for any claim or challenge to the imposition of an agency fee;

1.1.2 Once the appropriate amount of the agency fee for the previous 12 months has been determined, the City agrees to deduct that amount from the pay of bargaining unit members for the subsequent 12 months.

1.1.3 The City shall make such fair share payment deductions for employees in the Union's bargaining unit who do not submit an authorization form for Union dues deduction, as otherwise provided by the current collective bargaining agreement.

1.1.4 The City shall make employee payroll deductions for fair share payments upon notification to the non dues-paying bargaining unit employee of the amount and reason for such payment.

1.1.5 All money deducted from wages for fair share payment shall be remitted to the Union after payday covering the pay period of deduction. If an employee has insufficient earnings for the pay period, no fair share payroll deduction will be made for that employee for that pay period.

## **1.2 Payroll Deduction of Union Dues**

1.2.1 For the convenience of the Union and its members, the City agrees to deduct regular bi-weekly dues, Union-sponsored insurance and pension plan payments from the pay of those employees who properly authorize the City to make such deductions.

1.2.2 Such deduction requests will authorize the City to deduct the amounts specified in writing by the Treasurer of the Union. The amounts authorized may be changed through the Treasurer of the Union.

1.2.3 The Treasurer of the Union will submit, a listing of deductions for new members to City Payroll Department. Such listing will be in the format approved by the City.

1.2.4 Changes in established deductions may be submitted by the Treasurer once per calendar quarter. Such changes will be submitted in the format approved by the City no later than ten (10) days prior to the end of the second pay period in the month requested.

1.2.5 The Union will stock the forms necessary for Union deductions or their cancellations.

1.2.6 Deductions shall be remitted to the Treasurer of the Union on a bi-weekly basis and the City shall furnish to the Treasurer of the Union, monthly, a record of those for whom deductions have been made each month.

1.2.7 Employees who are dues paying members of AFSCME Local 624 Union, and wish to cancel dues deductions will do so by providing appropriate notice to Local 624 during the first week of the month of January. Such cancellation notice must have the president's signature.

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

### **1.3 Union Rights**

1.3.1 Local Union officers may be granted time off without pay from their normal duties to attend conventions, conferences and seminars previously identified by the parties and monthly Union meetings on the second Wednesday and last Wednesday of the month. Union officers may also be granted leave without pay for Union matters approved by the appropriate supervisor or the Office of Human Resources. For the purposes of this paragraph, "Union Officers" shall be limited to the elected officers and executive board members of the Union. Requests for this leave that exceed ten (10) days will be subject to the approval of the CAO. The employee may utilize accumulated vacation time or leave without pay for these purposes. Local Union stewards may be granted time off without pay from their normal duties to attend monthly Union meetings on the second Wednesday and last Wednesday of the month. The Union shall

provide the Human Resources Officer and each affected supervisor with the names of the stewards. The Union shall update the list as changes occur. Union leave without pay shall be subject to the prior approval of the department. The department shall determine whether or not to approve an employee's request based solely on the operational needs of the department. If a bargaining unit employee is elected to an officer's position within the union, the officer will be granted vacation leave or leave without pay for the union's national convention, provided the officer submits a leave request form prior to the employee's submission of a registration form to the union's national convention.

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

1.3.3 The amount of \$57,000.00 shall be set aside from the three percent (3%) appropriated by the City for salary increases in FY 2015, in order to fund the cost of Union Time for the following AFSCME collective bargaining units: Local 624 (Transit), Local 624 (Blue Collar), Local 1888, and Local 2962 from February 1, 2015 to June 30, 2015. The funds to cover the cost for Union Time shall be replenished in the amount of \$131,000.00 from July 1, 2015 until June 30, 2016, from wages budgeted in FY 2016. Deductions from this pool shall be calculated using the actual burdened wage rate of the union representative using the time (to include employee insurance, PERA, Retiree Health, Employer FICA portion, Life Insurance, Insurance Admin Fee). The Employer shall provide the Union with a monthly accounting of funds disbursed.

The hours spent to perform union business as defined under this section will not count as hours worked for the computation of overtime. Only union representatives identified and authorized by the union in advance are allowed to draw on the pool of union time. Such time will be deducted from the pool at the burdened wage rate. The union shall maintain a current list of authorized union representatives with the City. In extenuating circumstances the parties may authorize the addition of representatives to draw from the pool. An authorized representative shall request the use of Union Time at least a minimum of five business days in advance from their respective department; such requests are subject to approval

by their supervisor. Approval shall not be unreasonably denied and shall be denied only in cases of emergency. Where the employer sets a meeting for which Union Time may be used (for pre-determination hearings and grievance hearings), but provides the employee with less than six business days notice, the Employer shall allow the Union to use Union Time for such an event. Where the Employer sets an investigatory meeting for which Union time may be used, 24-hours advanced notice will be provided by the Employer. The Employer shall grant Union Time for Union Representatives to attend these meetings. Parties may waive these deadlines upon mutual agreement.

At any time funds allocated for Union Time become exhausted, authorized union representatives may utilize vacation, compensatory time or elect to take leave without pay to conduct union business with the appropriate amount of advanced notice subject to the supervisor's approval.

For Union Presidents. Union business is defined as business performed by designated union representatives which facilitates the applications of this agreement, assists in employee management matters, resolves conflicts, assists in positive labor/management relations between Employees and the City or which involves matters directly related to representation of the bargaining unit members which are also beneficial to the City of Albuquerque. This shall include preparation for and attendance of pre-determination hearings, grievances, meetings scheduled between the Union and the City, Labor Board filings, and Personnel Board filings. In their absence, Union Presidents may designate persons to use president's time.

For an authorized union representative designated by the Union President, Union business is defined as attending a predetermination hearing requested by a bargaining unit employee, a grievance hearing when requested by a bargaining unit employee or an arbitration/Labor board hearing, or other matters directly affecting employees represented by the union. Unless otherwise approved by the Human Resources Officer, one (1) steward shall be granted Union time leave with pay for any single hearing. Unless otherwise approved by the Human Resources Director, the steward shall be a bargaining unit employee assigned to the same department to which the affected employee is assigned.

President's Time 624 Transit. The Union President or his/her designee shall be allowed a total of up to 10 hours per week to perform Union business.

1.3.4 A bulletin board will be furnished by the City for the posting of official Union notices and other information. Such notices shall not include

religious, political, derogatory, inflammatory, or discriminatory notices. The bulletin board will not be used to criticize the Union, and any of the Union policies, any of the Union officials, management, any management policies, or any management employee. The Union may apply locks to these boards at its own expense.

1.3.5 A union official who is on leave without pay status on the day before or the day after a City approved holiday shall be eligible for holiday pay if the official is required to work the holiday provided the official's leave without pay has been approved by the City for official City business. A maximum of two (2) union officials shall be eligible for this benefit on any given holiday.

1.3.6 Leave without pay: Employees holding office in the union may be granted leave without pay under the provisions of Section 18 of the Merit Systems Ordinance, as amended. The employee will retain seniority rights as defined in Section 14 of this Agreement.

1.3.7 The rights guaranteed to the union in this agreement are exclusive rights. These rights shall not be granted to a competing labor organization.

#### **1.4 City Rights**

1.4.1 The City retains all rights not expressly curtailed by this Agreement and as provided in Section 2-2-5 of the Employee Relations Ordinance, Council Bill 0-67, as amended and approved January 3, 1977.

1.4.2 Social Security numbers are to be kept confidential. Should any information be needed, the employee will provide requested information to employer.

1.4.3 The Union agrees to cooperate in voluntary fund drives supported by the City.

### **2. PAY PROVISIONS**

#### **2.1 Salary Schedule**

2.1.1 Bargaining unit employees' hourly rate of pay will be increased by 2.86%, effective on the pay period immediately following ratification and signature of the agreement. Should City Council appropriate funds for a general wage increase for FY16, the total bargaining unit shall receive that increase.

2.1.2

EFFECTIVE: February 21, 2015

	GRADE	JOB CODE	01	02	03	04
			Probation			
<b>Motorcoach</b>	<b>Q00</b>	<b>500003</b>	\$12.08	\$13.17	\$14.64	\$18.05
<b>SunVan</b>	<b>QSV</b>	<b>500001</b>	\$10.88	\$11.95	\$13.42	\$16.84
<b>Sun Van P Endorsement</b>	<b>QSP</b>	<b>500002</b>	\$12.08	\$13.17	\$14.64	\$18.05

There will be no step increases during the term of this agreement.

2.1.3 A SVC operator who holds a New Mexico Commercial Driver's License with a "P" endorsement shall receive a skill pay hourly differential equal to the difference between the employee's hourly rate on the SVC Salary Schedule and the hourly rate to which the employee would be eligible if the employee were a MCO driver. In order to receive this benefit, a SVC operator shall be responsible for informing the Department that the operator has the license. SVC drivers shall be included in the Christmas Eve Luminaria Tour B and the July 4 Holiday Activities draft provided the drivers hold New Mexico Commercial Driver's licenses with "P" endorsements.

2.1.4 All MCOs and SVCs shall be paid twelve (12) minutes per day for each pullout of a regular assignment from the Transit Department Terminal for the purpose of performing those preparatory duties stipulated by the Transit Director. Should additional preparatory duties be requested by the Transit Director, the negotiating committees of the City and the Union shall meet to determine the amount of additional preparatory time required. All MCOs and SVCs shall be paid six (6) minutes for storing equipment at the end of the run after pulling in to the yard at the Transit Department Terminal.

2.1.5 MCOs and SVCs will be paid every other Friday, as is the current practice of the City.

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

## 2.2 Longevity Pay for Members

2.2.1 Longevity pay will be paid as follows for the term of this contract.

Years of Continuous Service	Longevity Pay per Pay Period
5 years and 1 month	\$19.62
6 years and 1 month	\$23.54
7 years and 1 month	\$27.46
8 years and 1 month	\$31.38
9 years and 1 month	\$35.31
10 years and 1 month	\$39.23
11 years and 1 month	\$43.15
12 years and 1 month	\$52.62
13 years and 1 month	\$57.00
14 years and 1 month	\$61.38
15 years and 1 month	\$65.77
16 years and 1 month	\$70.15
17 years and 1 month	\$74.54
18 years and 1 month	\$78.92
19 years and 1 month	\$83.31
20 years and 1 month and over	\$87.69

2.2.2 For employees hired within the Department after July 1, 2003, all City service time shall be used to compute longevity “years of continuous service.”

## 2.3 Overtime

2.3.1 MCO Operators, Extra Board Operators and SVCs will be paid at the rate of time and one-half their regular hourly rate of pay for all hours worked in excess of 40 hours per week.

2.3.2 If the unscheduled extra board protector is called in to work and no work is available when he/she reports to work, the employee will be guaranteed at least two (2) hours work.

2.3.3 Time during which an employee is off work as a result of uncertified personal sick leave shall not be included in the calculation for overtime eligibility.

## **2.4 Compensatory Time**

2.4.1 Prior to working an overtime assignment the employee and management by mutual agreement may provide for the overtime assignment to be worked for compensatory time at one and one-half (1 1/2) times the hours worked over forty (40) hours per week. The employee shall be responsible for providing the written documentation for the supervisor's signature.

2.4.2 Employees will be allowed to accrue a maximum of 40 hours worked which equals 60 hours of comp time. Approved comp time will be used on a "first come first served basis." There will be a maximum retention period for accrued comp time. The comp time must be used by April 1, of each year. Any comp time not used by December 31 of each year will be paid on the next full pay period.

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

## **3. INSURANCE COVERAGE and BENEFITS**

### **3.1 Premium Costs**

**This section intentionally left blank**

### **3.2 Insurance Programs**

3.2.1 The City will furnish Group Life Insurance to employees of this bargaining unit.

3.2.2 The City offers group hospitalization plans for employees. Participation in the plans is voluntary. The City will pay 80% of the premium of the plan selected by the employee and the employee will pay 20% of the premium. The plans will continue in effect until modified or amended by the City.

## **4. RETIREMENT PLANS**

### **4.1 NM Public Employees Retirement Association**

4.1.1 The City will abide by the Public Employees Retirement Act of New Mexico as is now in effect. Employees of the Transit Department of the City of Albuquerque covered by this bargaining agreement are by State Law members of P.E.R.A.

4.1.2 The City shall assume nine and eighty-six hundredths percent (9.86%) of the employee's P.E.R.A. premium contributions.

4.1.3 In the event the P.E.R.A. Board or a court of competent jurisdiction determines the City cannot implement the increases to the P.E.R.A. contribution, as set forth above, the parties will meet to negotiate and alternative means of implementation in compliance with P.E.R.A. regulations and the applicable law.

4.1.4 Should state legislation be enacted to allow for an increase in the formula for retirement when the increase in cost is to be born completely by the employee, the City will afford the employees an opportunity to vote on the issue of inclusion under the increased formula.

## 5. VACATION LEAVE

### **5.1 Vacation Leave**

5.1.1 Employees shall be permitted to submit scheduled vacation requests at a designated time for two (2) consecutive weeks and another week after completion of first vacation bid for any remaining available slots.

5.1.2 An employee who has accumulated over two (2) years vacation may convert fifty percent (50%) of the accumulation over two (2) years to a cash payment once a year.

5.1.3 Pay for accrued vacation may be obtained by an employee prior to leaving on vacation provided the employee gives at least two (2) weeks notice of the request to the employee's supervisor.

5.1.4 An employee shall be permitted to use accrued vacation time to compensate the employee for a tardy on a day before or day after a designated paid holiday provided the tardy does not exceed eleven (11) minutes. If the employee does not have enough accumulated vacation time to cover the tardy, the tardy time shall be considered leave without pay, and the employee shall not be eligible for holiday pay if the employee works the designated holiday. The employee shall not be permitted to use paid sick leave for a tardy. This provision shall not supersede any provisions of this Agreement's "missout" provisions (Section 12.3).

5.1.5 An employee who leaves employment with the City will be compensated for any unused vacation leave. If an employee dies while employed with the City, the employee's vacation leave accumulation will be paid to the employee's beneficiary as identified in the life insurance policy carried by the City.

## 5.2 Vacation Leave Accrual Rates

5.2.1 MCOs and SVCs shall accrue vacation on the basis of a (40) forty-hour week.

Continuous Service	Monthly Accrual	Yearly Accrual
1 month to 5 years	8.3 hours	12.5 – 8 hour days
5 years to 10 years	10 hours	15.0 – 8 hour days
10 years to 15 years	12 hours	18.0 – 8 hour days
15 years and over	13.3 hours	20.0 – 8 hour days

5.2.2 MCOs and SVCs may not receive their scheduled bid vacation when transferring to MCOs and SVCs. But, they will be entitled to a vacation sometime within 12 months. The Union and Management will meet and confer on a case-by-case basis to resolve scheduling issues resulting from employees transferring from MCO or SVC.

## 6. SICK/ ILLNESS LEAVE

### 6.1 Sick Leave

6.1.1 Emergency leave may be charged to accumulated sick leave for up to three (3) days in the case of serious illness or injury to a member of the immediate family of the employee. A doctor's certificate stating the nature of the illness and requesting the employee's presence is required. Immediate family for the purpose of emergency leave is defined as the employee's spouse, child, stepchild, mother, father, grandparents, mother-in-law, father-in-law, brother, and sister.

6.1.2 The parties hereto agree and understand that the City and the Union will abide by the provisions of the Workers' Compensation Act of the State of New Mexico.

6.1.3 Personal illness disciplinary measures:

6.1.4.1 Third (3<sup>rd</sup>) occurrence: documented verbal notification.

6.1.4.2 Fourth (4<sup>th</sup>) occurrence: written notification.

6.1.4.3 Fifth (5<sup>th</sup>) occurrence: pending a re-determination hearing (PDH), one (1) day working suspension.

6.1.4.4 Sixth (6<sup>th</sup>) occurrence: pending a PDH, three (3) day suspension without pay.

6.1.4.5 Seventh (7<sup>th</sup>) occurrence: pending a PDH, fifteen (15) day suspension without pay.

6.1.4.6 Eight (8<sup>th</sup>) occurrence: pending a PDH, termination.

6.1.4.7 This section shall not be interpreted in a manner that limits the department's right and responsibility to discipline an employee who abuses sick leave.

6.1.4.8 This progressive discipline procedure shall be applied on a revolving twelve (12) month basis.

6.1.4.9 Five (5) pre-determination hearings that result in findings of guilt within a two (2) year period will be just cause for termination.

6.1.4 For the purposes of this sub-section only, the Department shall not be required to participate in the mediation process when an employee is notified of the Department's intent to implement disciplinary action against an employee. Each employee shall have a "zero occurrence" balance on November 9, 2008.

6.1.5 Doctors' appointments: Employees are strongly encouraged to schedule doctor appointments during hours when the employee is off duty or when the appointment will have minimum impact on the Department. An employee will only be granted an entire workday off for a doctor's appointment if the employee is unable to perform the essential functions of the employee's job duties.

6.1.6 For the purposes of this section, a single illness or disability shall be considered as one (1) occurrence. The Department shall not include a personal absence for a doctor's appointment that requires an absence of two (2) hours or less as an "occurrence."

6.1.7 An employee who has a zero balance in the employee's sick leave accumulation will be informed of an unauthorized sick leave absence. A pre-determination disciplinary hearing shall be scheduled for the employee. An employee with a zero balance who continues to report off as sick will be placed in a physical layoff status and will be subject to the procedures set forth in the City's Personnel Rules and Regulations.

6.1.8 An employee who feigns illness to avoid work at any time or under any circumstances will be subject to disciplinary action, including termination.

## **6.2 Sick Leave Conversion**

**This section intentionally left blank**

### **6.3 Sick Leave Death Benefit**

6.3.1 An operator who dies under honorable circumstances, will have all unused accrued sick leave paid to the Operator's beneficiary identified on the City's life insurance policy. This benefit does not apply in the case of suicide.

### **6.4 Donation of Sick/ Vacation Leave**

6.4.1 Vacation donations are subject to approval at the department level in accordance with the following procedure:

6.4.1.1 An employee may submit a written request for vacation donation to the employee's immediate supervisor. The immediate supervisor shall decide whether or not to approve the request by considering the Family and Medical Leave (FMLA) criteria for serious illness set forth in the City's Personnel Rules and Regulations. The immediate supervisor shall have the authority to decide whether or not to approve the request.

6.4.1.2 If the immediate supervisor rejects the employee's request, the employee may appeal the decision to a Donation Committee comprised of one (1) person appointed by the Union, one (1) person appointed by the Department and a neutral person chosen by the other two (2) appointees. The neutral shall be chosen from the City's trained panel of mediators. The committee shall meet with the employee or the employee's designee if the employee is unable to attend for good cause and immediate supervisor or the supervisor's designee if the supervisor is unable to attend for good cause to hear arguments from both individuals pertaining to the request and rejection. The Committee shall consider the FMLA criteria as the standard for review of the issue. The committee shall issue a decision on the matter to both parties.

6.4.1.3 If the committee rejects the employee's request, the employee may appeal the committee's decision to the Department Director. The Director shall issue a decision on the matter that shall be final and binding. There shall be no further administrative review of the matter, and the issue may not be appealed through this Agreement's Grievance Procedure.

6.4.1.4 The employee collecting the hours shall be compensated four (4) hours City time.

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

## **6.5 Bereavement Leave**

6.5.1 A maximum of three (3) days emergency leave may be used in case of death in the employee's immediate family. An additional day may be granted for every 500 miles traveled from Albuquerque one way required to attend funeral services. Proof of death will be required before the absence may be charged to emergency leave. Operators may request vacation or shift exchange for brothers-in-law, sisters-in-law or grandparents-in-law.

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

6.6.1 The City and the Union agree to abide by the provisions of F.M.L.A.

## **7. RECOGNIZED HOLIDAYS**

### **7.1 Holiday Pay**

7.1.1 In addition to normal holiday pay at straight time, time and one-half will be paid for all hours worked on the day of the City observes for the following holidays:

- 7.1.1.1 New Year's Day
- 7.1.1.2 Martin Luther King's Birthday
- 7.1.1.3 President's Day
- 7.1.1.4 Memorial Day
- 7.1.1.5 Independence Day
- 7.1.1.6 Labor Day
- 7.1.1.7 Veteran's Day
- 7.1.1.8 Thanksgiving Day
- 7.1.1.9 Day after Thanksgiving
- 7.1.1.10 Christmas Day
- 7.1.1.11 Employee's Birthday (In accordance with Section 401.1 of the Personnel Rules and Regulations as stated on 10/14/91).

7.1.2 Employees will be given an option to take an alternate holiday for Veterans' Day and Washington's Birthday. In selection of an alternate holiday, seniority will be given preference. The employee may opt to receive either time and one-half off-duty or pay.

7.1.3 A Union official who is on leave without pay status on the day before or the day after a City approved holiday shall be eligible for holiday pay if

the official is required to work the holiday provided the official's leave without pay has been approved by the City for official City business. A maximum of two (2) Union officials shall be eligible for this benefit on any given holiday.

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

7.1.5 An employee who is not required to work on a holiday may request to work the holiday and float the holiday to another date. The request must be submitted by the employee to the employee's supervisor no later than seventy-two (72) hours prior to the holiday. The date which the employee wishes to substitute for the designated holiday must occur no later than one (1) year after the designated holiday. If the supervisor approves the request to work the holiday and the employee's requested floating holiday, the employee will receive straight time pay for hours worked on the holiday and the floated holiday. It is recognized that the provision of subsection B above will not apply to employees working on a holiday under the terms of this subsection.

## 8. MILITARY LEAVE

### **8.1 Members of Organized Reserve Units**

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

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

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

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

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

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

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

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

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

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

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

8.3.2 The employee in active military duty status must continue to timely make payment of the employee portion of health insurance premiums to the same extent as if that employee were not on active military duty status. Failure to do so will result in termination of health insurance

coverage. It is the obligation of the employee on active military duty status to notify the Benefits Division of the Human Services Department how the payments will be made.

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

#### **8.4 Members of Unorganized Reserve Units**

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

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

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

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

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

## **8.5 General Provisions**

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

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

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

## **8.6 Transition Provision**

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

## **9. OTHER LEAVE WITH PAY**

### **9.1 Requests for Paid Leave**

9.1.1 Motor coach operators are responsible for the accurate completion of their P-30 requests for leave. The same training available to supervisors on proper completion of P-30s will be available on a volunteer basis to MCOs.

### **9.2 Birthday Leave**

**This section intentionally left blank**

### **9.3 Blood Donation Leave**

**This section intentionally left blank**

### **9.4 Managerial Leave**

**This section intentionally left blank**

### **9.5 Administrative Leave**

**This section intentionally left blank**

### **9.6 Hardship Leave**

9.6.1 Hardship Leave will be applied as provided for under Section 17C of the Merit System Ordinance.

## **9.7 Attending Court**

9.7.1 An employee who is instructed to attend Court either as a member of the jury or as a witness will be paid as follows:

9.7.1.1 MCOs or SVCs assigned to a regular run or line will be paid no less than what the employee would have received for the regular run or line which was missed by reason of his/her attendance at court.

9.7.1.2 Extra Board Operators will be paid at their regular hourly rate for the time spent attending court.

9.7.2 However, the employee will pay over to the City any fees received by the employee for attending court except for fees received for attending court on the employee's day off.

9.7.3 When the employee is released by the court, the employee will report back immediately to his/her supervisor and assume his/her normal duties.

## **9.8 Leave to Vote**

**This section intentionally left blank**

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

### **10.1 Absence Without Authorized Leave**

**This section intentionally left blank**

### **10.2 Leave Without Pay**

10.2.1 Employees holding office in The Union may be granted leave without pay under the provisions of Section 18 of the City's Merit System Ordinance, as amended. The employee will retain seniority rights as defined in Section 15 of this Agreement.

10.2.2 MCOs and SVCs will be eligible for leave without pay privileges for up to two (2) consecutive working days when qualified replacement drivers are available subject to the prior approval of the Department Director or his/her designated representative. During normal working hours there will

be a designated supervisor present to make decisions concerning leave without pay requests.

10.2.3 1 Return From Leave, Time to Report: MCOs and SVCs returning from sick leave or leave of absence must report for duty not later than 2:30 pm, preceding the work day. MCOs and SVCs reporting back after 2:30 pm will not be guaranteed to work their normal bid run, but will go to the bottom of the extra board for the next day's work assignment. EML will be considered on a case-by-case basis. A supervisor may not obtain confidential medical information concerning an employee without written approval from the employee.

### **10.3 Leave of Absence**

10.3.1 Injury Time, Sick Leave, Emergency (Medical) Leave, Holiday Pay, and Vacation for the Extra Board:

10.3.1.1 Payments under these categories are to be credited toward the guaranteed minimum work hours per week. Only Holiday Pay will be credited toward the established workweek required for the purpose of computing weekly overtime.

10.3.1.2 An employee on Workers Compensation Injury shall not be entitled to paid leave or compensation for any time required to attend an appointment with a physician. An employee on Workers Compensation Light Duty with Department shall be entitled to paid leave for travel to a physician's appointment related to the employee's injury during the employee's duty day, the time required for the physician's services and travel time back to the employee's work site provided the total travel time does not exceed thirty (30) minutes. Whenever possible, the employee shall schedule the appointment at a time when the employee is not working for the City. The City shall not contact the employee's physician to reschedule the employee's appointment.

10.3.2 Leave of absence will be granted to employees without loss of seniority.

## **11. WORK WEEK**

### **11.1 FLSA Non-Exempt Employees**

**This section intentionally left blank**

### **11.2 FLSA Exempt Employees**

**This section intentionally left blank**

### **11.3 Time Lost Through No Fault of Operator**

11.3.1 The City will not be held responsible for operator's time lost when coaches or Sun Van vehicles are prevented from leaving the garage or are ordered to return to the garage or if an act of god or circumstances beyond the control of the City prevents the maintaining of service. Except that when a regular assigned driver reports for work and is unable to perform his/her duties as a result of bad weather, the employee shall be paid the regular rate of pay of that day and may be assigned other duties.

## **12. WORK HOURS**

### **12.1 Straight, Split and Relief Run**

12.1.1 Regular work runs will be classified as straight, split and relief. A straight run is computed on the basis of continuous time on duty. A relief work run is made up of the off days of three or more regular runs. A split is daily regular runs with a break in continuous service. Split runs advertised for bid will be expressly posted as split run assignments.

12.1.2 Drivers assigned to split runs will receive for hours worked, twenty-five cents per hour split run pay for runs with a total time of less than 13 hours, thirty cents per hour split run pay for runs with a total of more than 13 hours, and thirty five cents per hour split run pay for runs with a total of 13.5 hours or more.

12.1.3 The differential pay applies provided that:

12.1.3.1 The operator works the first half of the shift and a minimum of half of the second shift.

12.1.3.2 A callback never constitutes a split run.

12.1.3.3 Extra Board operators will be paid the split run differential when assigned to regular split runs.

12.1.3.4 Extra Board assignments of pieces of work never constitutes a split run.

12.1.3.5 The differential pay will not be paid for Injury Time, Sick Leave, Holiday Pay or Vacation.

12.1.3.6 Any time between blocks that is 60 minutes or less in duration will be counted as continuous time worked regardless whether the time occurs during a route or overtime.

## **12.2 Call Back**

12.2.2 Call Back- All operators who have completed their assignments and are called back to work or are asked to work additional hours with a break of thirty (30) minutes, will be paid for a minimum of two (2) hours at straight time rate, or at one and one-half their normal hourly rate for actual time worked, whichever is greater. It is understood by the parties that once an MCO or SVC is required to call in and make themselves available he/she will be compensated with stand-by time at their normal rate of pay from the time required to call in until released.

## **12.3 Tardiness and Missouts**

12.3.1 Official running time will be kept in the dispatcher's office. It is the responsibility of each and every operator to have a watch which must be set daily to the official clock in the dispatcher's office.

12.3.2 Operators who are tardy or are no shows or missouts as defined below will be assessed penalty points for each and every instance.

12.3.3 Disciplinary action will be determined according to total combined points for Tardies, No Shows or Missouts.

12.3.4 The penalty point scale for disciplinary action is:

1-7	=	Letter of Warning
8-11	=	One day working suspension
12-18	=	Two day working suspension
19-28	=	Three day LWOP suspension
29-39	=	Six Day LWOP suspension
40 points and over		will be just cause for termination.

12.3.5 Tardies. Tardiness is defined as up to eleven (11) minutes late for sign-on as listed for that day on the operator's sign-on sheet.

12.3.5.1 First Tardy: Operator will work the assigned schedule and be assessed 1 penalty point.

12.3.5.2 Second Tardy: Operator will work the assigned schedule and be assessed 2 penalty points.

12.3.5.3 Third Tardy: Operator will work the assigned schedule and be assessed 4 penalty points.

12.3.5.4 Fourth Tardy: Operator will work the assigned schedule and be assessed 7 penalty points.

12.3.5.5 Fifth Tardy: Operator will work the assigned schedule and be assessed 10 penalty points.

12.3.5.6 Sixth Tardy: Operator will work the assigned schedule and be assessed 14 penalty points.

12.3.6 A No Show or Missout is defined as the failure to be present for work 12 or more minutes past the sign-on time as listed on the Operator's sign in sheet. If an Operator has a No Show or Missout, but reports in person to work prior to one hundred and twenty (120) minutes past the sign on time, the shift supervisor will put the operator to work on his/her regular assignment and the following sanctions will apply:

12.3.7 Tardies, No shows or Missouts:

12.3.7.1 First No Show or Missout: Operator will be assessed 3 penalty points.

12.3.7.2 Second No Show or Missout: Operator will be assessed 5 penalty points.

12.3.7.3 Third No Show or Missout: Operator will be assessed 8 penalty points.

12.3.7.4 Fourth No Show or Missout: Operator will be assessed 11 penalty points.

12.3.7.5 Fifth No Show or Missout: Operator will be assessed 15 penalty points.

12.3.8 After a No Show or Missout, the operator will be assigned to complete their own route or assigned below all permanent operators on the extra board or alternative duties of benefit to the City of Albuquerque.

12.3.9 Operators shall have penalty points deducted, (credit points) from their total points as follows:

12.3.9.1 60 consecutive work days without a violation - 5 points

12.3.9.2 120 consecutive work days without a violation - 10 points

12.3.9.3 180 consecutive work days without a violation - 15 points

12.3.9.4 240 consecutive work days without a violation - 20 points

12.3.10 Drivers who do not make themselves physically available within the first two hours may be subject to disciplinary action on a case-by-case basis rather than the Levels above. Penalties under this Section will be taken within 30 days of the date of the disciplinary action or the date of the hearing determination whichever occurs last. Drivers making themselves available will be put on paid status as protectors.

12.3.11 Three months (90 calendar days) of a clear record will cancel out one tardiness or one missout at the option of the employee. After the ninety (90) days employees will have the responsibility of requesting which violation is to be cleared. Employees will have ten (10) calendar days to request this to management. If the employee does not request this management may clear the most serious infraction on record.

12.3.12 The last twelve-month period will be considered for the purposes of the application of this Section.

12.3.13 A tardiness or missout as a result of a medical emergency requiring hospitalization confinement of an immediate member of the household will be dismissed with proper documentation.

12.3.14 In case of absence from work, the employee must report in (call in) at least one hour prior to sign-ons beginning up to 7:30a.m. On sign-ons beginning after 7:30a.m., the employee must report in (call in) sixty minutes prior to sign on time.

12.3.15 When an employee receives a missout, sick leave, or vacation will be considered on a case-by-case basis.

12.3.16 Protector is defined as a driver who is assigned a specific reporting time and who must be available to substitute for absent drivers.

12.3.16.1 A protector will be considered tardy when he/she reports to work after his assigned reporting time but not later than 12 minutes following the reporting time.

12.3.16.2 A protector reporting to work more than 12 minutes late will be charged with a missout.

12.3.17 Tardiness and No-Shows (For Sun Van Chauffeurs Only)

12.3.17.1 Tardiness is defined as not reporting to work on time for sign-on as listed for that day on the driver's sign-on sheet.

12.3.17.2 A Protector is defined as a driver who is assigned a specific reporting time and must be available to substitute for absent drivers.

12.3.18 Any discipline administered under this section does not prevent an employee from filing a grievance.

## **12.4 Rest Periods**

12.4.1 Transit employees working eight (8) or more hours per day shall be granted one (1) ten-minute rest period during the first half of the shift and one (1) ten-minute rest period the last half of the shift. Such periods will be scheduled by Management. If a piece of work run, works less than three (3) hours and has no break, the other part of the work run will be guaranteed to have at least twenty (20) minutes of break time not to be scheduled towards the end or beginning of shift, SVCs working 8 or more hours per day will be granted one 15 minute rest period during the first half of the shift and one 15 minute rest period during the last half of the shift. Such periods will be scheduled by Management. Management will schedule a 30 minute non-paid lunch period for SVCs working 8 or more hours per day.

12.4.2 When a place of rest period is changed or created, the Union will be allowed input prior to the change, except under emergency conditions. (This Subsection 12.4.2 does not apply to SVCs).

12.4.3 The Transit Department will assign an employee the duty of identifying businesses on bus routes that allow Motor Coach Operators to use their restroom. Motor Coach Operators agree not to abuse this privilege granted by business owners.

12.4.4 The parties recognize that the provisions of Subsection 12.4.1 cannot be adhered to in all instances, however they will continue to be a goal of the Union and the Department. In an attempt to reach this goal the Department will implement a Break and Recovery Time scheduling plan.

12.4.4.1 Demand Response Service. Lunches for SVCs will not be scheduled before 10:30AM. SVCs will be granted one fifteen minute rest period during the first half of the shift and one fifteen minute break during the second half of the shift.

12.4.4.2 Fixed Route Service. It is a goal of the City and the Union to correct breaks and recovery time at the earliest possible time when the City receives notice of the problem.

## **12.5 Other Work Hour Provisions**

### 13. WORK ASSIGNMENTS

#### **13.1 Special Events**

13.1.1 Assignments under this section shall be made in the following order:

13.1.1.1 Extra Board Operators who have not, or probably will not, work a forty (40) hour workweek, will be assigned first.

13.1.1.2 Volunteer lists for the July 4 and Christmas Eve Luminaria Tour will include regular operators, Extra Board operators, and SVCs who have completed or probably will complete their established forty (40) hour workweek. These lists will be posted two (2) weeks prior to the events to allow employees to sign up. Failure to report for work after volunteering will be treated as an absence from work and subject the operator to disciplinary action.

13.1.1.3 Selection from the list identified in paragraph 13.1.1.2 above will be processed by seniority on a rotating basis. If there are no volunteers or an insufficient number of volunteers, the Department shall order, in reverse order of seniority, drivers to work.

13.1.1.4 Reverse order of seniority – again the employee is required to report to work. No paid leave will be granted except for sick leave with a certified doctor's certificate. Should an operator be assigned to work as provided herein, the employee must work the assignment, or on his/her own find another City of Albuquerque MCO or SVC, who is not scheduled to work, to work the assignment. This will be restricted to MCOs and SVCs respective Divisions.

13.1.2 Overtime work may be required in emergencies, as determined by supervisors.

13.1.3 If the City contracts with any outside entity to provide buses and drivers to service a special event, such service will be considered a job assignment subject to this Section, and Drivers will be required to work the assignment.

13.1.4 If the City contracts with any outside entity to provide buses and drivers to service a special event, the drivers shall be compensated at time and one-half their regular rate of pay for such assignments.

13.1.5 The City shall meet and confer with the Union President prior to contracting with any outside entity to provide buses and drivers to service a special event.

13.1.6 Nothing in this Section shall be construed to be a waiver of any rights conferred by the Section 13(c) of the Federal Mass Transportation Act.

## **13.2 Light Duty/ Modified Work Assignments**

13.2.1 Employees Disabled: Employees holding the job position of MCO and SVC who may become physically disabled and unable to perform their normal duties may be given considerations for assignment to such other duties as they are qualified to perform in the Transit Department.

13.2.2 Injury in the Performance of Duty: Refer to Section 16, as amended, of the City's Merit System Ordinance and the City's Modified Work Policy. Employees injured in the line of duty will abide by the City's Light Duty Modified Work Program. Should the policy be amended, the Union will be given an opportunity to review the amendments and provide written input within 15 days of implementation.

## **13.3 Operation of Motor Coaches**

13.3.1 This Section does not apply to SVCs except as noted in Subsection 13.3.2.

13.3.2 All Motor Coaches in revenue service will be operated by employees holding classification of MCOs or SVCs. This section shall not prevent the operation of Motor coaches by employees other than MCOs as follows:

13.3.2.1 Within the garage;

13.3.2.2 For change-out and testing purposes; and

13.3.2.3 In situations when MCOs are not available as a result of employee emergencies, employee absences or for supervisor re-orientation.

13.3.3 MCOs are required to leave time points on schedule, however, when service is not adversely affected, the 0-5 minute arrival standard will be considered in determining on-time performance.

13.3.3.1 Supervisors will consider minimum travel time from the last service time point on the schedule to determine whether the motor coach operator is arriving at the garage too early.

13.3.3.2 MCOs are required to leave their scheduled time points on time, however, they may arrive up to 3 minutes early at the shift relief point or end of service point as long as service and safety are not affected adversely.

13.3.4 Motor Coaches with inoperable radios will be given priority in change outs, or be given a hand held radio when available for the purposes of safety.

#### **13.4 Extra Board Operators**

13.4.1 The Extra Board will be maintained at a level consistent with the needs of the department. The Extra Board will be established and maintained under the control of the Transit Director or his/her designee.

13.4.2 Extra Board Operators will be guaranteed a minimum of forty (40) hours of work per week with one (1) scheduled day off per week. Operators will also have a minimum of eight (8) hours of release from duty before commencing a new workday. Extra Board Operators assigned to work a regular bid run will receive the same guaranteed time as the driver regularly assigned to that run.

13.4.3 Extra Board Operators may bid in seniority order on regular runs available for five or more consecutive work days. Regular runs may become available as a result of new positions or temporary vacancies in regular assignments. Regular runs may also be available due to vacation, deaths, retirement, or termination of a regular operator. Extra Board Operators that bid on regular runs must retain that run until the regular operator returns or the next regular bid; whichever occurs first. Extra Board Operators may not bump other Extra Board Operators already on regular runs. Extra Board Operators who bid regular runs are still considered on the Extra Board.

13.4.4 Extra Board Operators will bid for the available day off by seniority. However, should an Extra Board Operator bid for an available regular run, that operator will be required to accept the days off assigned and will be paid 8/10 hours that are guaranteed for that regular run.

13.4.5 It is recognized that management may make necessary adjustments to accommodate the forty-hour (40) workweek guarantee and/or reduce unnecessary overtime.

13.4.6 The bidding process (Subsection 15.1) will be reviewed by management on a regular basis. Should problems arise, adjustments may be made with prior input from Union representatives.

13.4.7 The City agrees to make every reasonable effort to assign the Extra Board Operators regular hours of eight hours per day consistent with operational needs and the public interest.

## 14. SENIORITY

### **14.1 Seniority Determination**

14.1.1 Seniority for the purpose of this contract is defined as follows:

14.1.1.1 For employees hired on or after February 1, 1965, seniority is established by the seniority list published and posted on February 1, 1965.

14.1.1.2 For employees hired after February 1, 1965, and before July 21, 1984, the current seniority list will apply.

14.1.1.3 The date of hire as a permanent MCO shall establish seniority. Drivers hired on the same date are required to draw lots to establish who is senior.

14.1.2 Seniority will be recognized for the following purposes:

14.1.2.1 Bidding on runs, and displacement privilege and days off.

14.1.2.2 Bidding on vacation.

14.1.2.3 Layoff and recall.

14.1.2.4 On promotions (when qualifications, performance and fitness are equal).

14.1.3 A seniority roster heretofore defined, will be posted on the bulletin boards to which MCOs shall have access at all times. Current seniority rosters shall be posted on March 15, June 15, September 15, and December 15 of each year and the Union shall be furnished copies.

14.1.4 Protest of Seniority Roster: A protest of seniority roster on current posted lists must be made within fifteen (15) days from the seniority list is posted, or the seniority list will be considered correct.

14.1.5 Employees will not lose their seniority rights while assigned to Physical Layoff (Department 98) provided the employee has not been placed on Physical Layoff more than one (1) time.

14.1.6 MCOs promoted or demoted within the Transit Department will have seniority reinstated upon returning to the position. Seniority will not be accrued while outside the MCO.

14.1.7 Seniority for SVCs will be reduced to a master list that represents the order already established at Sun Van. This list will become official when signed by the Chairman of the Local Committee of Adjustments and the City's Director of Human Resources.

14.1.8 Any permanent, non-probationary employee transferring to MCO or Sun Van will be put on the bottom of the permanent, non-probationary seniority roster.

## 15. BIDDING and VACANCIES

### **15.1 Bidding on Regular Assignments**

15.1.1 Regular assignments will be advertised for bid. The bid notice will identify the type of assignment, number of hours, and time the bid procedure will close. New runs and vacancies between general bids will become a part of the Extra Board.

15.1.2 General Bid for Assignments: A general bid for all regular runs shall be conducted approximately every four (4) months, beginning in the month of June. At the direction of the Transit Director, a bid may be conducted anytime during the year to address budget or other administrative considerations. If this situation occurs, the next general bid will occur within a period not to exceed four (4) months. All bids will be posted. It is recognized that the general bid is for the benefit of the bargaining unit and no pay will be given for this bid process.

15.1.3 Bids to be made in accordance with the following criteria:

15.1.3.1 MCO's will bid for their respective runs in order of seniority. Any MCO failing to fill the MCO's position on the Board at the time allocated the MCO will be bid around by the other operators in their respective order, taking their choice of bids, including the one held by the operator not present to take the MCO's turn. Bidding done on the employee's time off is not time worked.

15.1.3.1.1 The bid will normally begin on a specified date, and end approximately 7 days later.

15.1.3.1.2 A member of the Union will monitor the entire process. Time spent monitoring the process will be paid as union time. Any gap between bid times will be considered paid time.

15.1.3.1.3 In most instances, drivers will be assigned to bid outside of times when they are on their regular work shifts. Other than extra board drivers, no driver will be required to bid during the MCO's assigned run unless doing so would hold up the bid board for more than three (3) hours. In such cases, the driver will be expected to submit a proxy bid to designate their choice of bids.

15.1.3.1.4 Drivers will be allowed ten (10) minutes to complete their bid.

15.1.3.1.5 Both Union and management will have a copy of all proxy bids.

15.1.3.1.6 If requested by the Union, there will be two bid boards, one for bidding, and the other for review by those drivers waiting to bid.

15.1.3.2 SVCs will be allowed to bid on regular assignments in accordance with the MCO criteria set forth in Section 15.1.3. The assignments to be bid will be posted. The bidding process is for the benefit of the bargaining unit and no pay will be given for this process.

15.1.3.2.1 The bid process will occur every four months. The Union Sun Van representative will monitor the entire bid process. Time spent monitoring the process will be paid as Union time. MCOs will assist the bid process only when the Union monitor is not available.

15.1.3.2.2 Drivers are allowed ten (10) minutes to complete their bids. All proxy bids will be kept in a locked box. The Union and management will have the only keys. There will be two bid boards if requested, one for bidding and one for those waiting to bid. Drivers are not required to be present to bid.

15.1.3.2.3 Drivers may submit a list to the Union of five (5) choices of schedules in order of preference. The Sun Van representative union member is authorized to bid for an absent driver.

15.1.3.2.4 Proxies are required if any SVC is not available for the SVCs bid time. The Union will bid for any SVC who is not present to bid during the SVCs time and who has not presented a proxy.

15.1.3.2.5 The parties will make all reasonable efforts to complete the bid process within two days.

15.1.3.2.6 The bid board shall be maintained for one week following the conclusion of a bid to allow operators the opportunity to place written comments concerning any issue related to assigned runs. The comments may include safety issues and situations where operators are not receiving at least an eight (8) hour relief time between assigned runs. The comments will be maintained by the Union. The issues shall be the subject of discussions between the Department and the Union.

15.1.3.3 In the event an operator is on duty when his/her turn comes to bid on the assignment but time will not permit him/her to be at the place of bidding, the operator will not be bid around.

15.1.4 Assignment Changes: When a regular or extra assignment is so changed that working conditions are materially changed, the parties shall meet and confer in an attempt to determine the most efficient manner to resolve the situation. If the situation is not resolved by mutual agreement a new bid will be conducted to follow the agreement. In the operations and application of this section the following will be considered a material change: Change of over two (2) hours in signing on or off assignment.

15.1.4.1 Once posted, the daily board will not change MCO or SVCs assignments without notifying the employee. If an MCO or SVC has a tardy or missout due to lack of notification of an assignment change, the MCO or SVC will not be subject to disciplinary action as a result of the tardy or missout.

15.1.5 Regular Assignments – All passenger service work that can be combined to provide eight (8) or more hour's work and having a regularity of five (5) or more days per calendar week will be established as regular assignments. Regular assignments may be split only once without payment of continuous time.

15.1.6 Route schedules prepared by the Transit Department shall be presented to the Union for review by the Union. The Union shall submit its proposed changes in writing to the Department no later than one (1) week prior to the posting of the bids. The Department shall consider the recommendations and prepare a final schedule for implementation.

15.1.7 Although the Department does not guarantee each driver a forty (40) hour per week work schedule, the Department will continue to

schedule drivers in a manner that uses the forty (40) hour schedule as its goal.

## **15.2 Route Committee**

15.2.1 A Route Committee will be established to provide the Union and employees the opportunity to review a proposed bid before it is submitted to the drivers. The Union shall appoint a maximum of two (2) employees to the committee. The committee will be advisory only. The parties shall meet at mutually acceptable times. In addition to consulting on the bid, the parties shall address the rest period and lunch time issues and recommend changes to the ABQRide Director that will maximize compliance with the goals set forth in Section 12.4 of this Agreement.

## **15.3 Assignment Exchanges**

15.3.1 Assignment exchange is an agreement between two drivers trading assignments for one day or part of a day. It shall not be the responsibility of the City to make any monetary adjustment regarding the execution of an assignment exchange.

15.3.2 Drivers who participate in an assigned exchange must provide written, signed agreement to exchange assignments to the operation supervisor at least 24 hours prior to the starting time of the assignment exchanged.

15.3.2.1 It shall be the responsibility of the operator initiating the request to submit all required paperwork. Also, it is the responsibility of the operators to sign the sign-on sheets in the area designated for run exchanges on the date of the exchange. Failure to comply with this subsection will disqualify an operator for such privileges for up to one year. Assignment exchanges will be limited to no more than 4 per quarter per individual whether you are the requesting or agreeing operator. Exchanges will be subject to approval by Division Manager or his/her designee. If an employee is denied the request, the employee shall be provided a reason for the denial. Upon request, the employee's designated union representative shall be provided the reason.

15.3.3 The Operator who agrees to work that shift shall be responsible for execution of shift, in the event an operator reports off for any reason, and the vacancy necessitates overtime; then the operator responsible shall be docked the overtime at time and one-half. In the event an operator reports off for any reason when he is to execute this trade agreement, and the vacancy does not necessitate any overtime, then the shift shall be paid back as agreed upon, at the Department's discretion, or within thirty days.

The Tardiness and Missout, Subsection 12.3, will apply to assignment exchanges.

15.3.4 A driver will be eligible for paid sick leave while on an assignment exchange with proper documentation. If the driver doing the assignment exchange reports off sick and is granted sick leave, the driver will be charged for that leave.

## **15.4 Bid Board**

15.4.1 A Leave Bid Board shall be established that will permit employees to plan personal activities in advance by utilizing accumulated vacation leave. The Leave Bid Board will be posted at the beginning of the workday at each facility on the Monday prior to the end of each pay period. Extra board positions shall be used to fill available vacation slots on the Leave Bid Board.

15.4.2 At least one (1) and a maximum of three (3) positions shall be allotted to the bid board. The number shall be determined solely by the Department.

15.4.3 An employee who has not used sick leave within the prior forty-five (45) calendar days and who has at least forty (40) hours of accumulated vacation leave may bid on any available slot on the Leave Bid Board on a first come, first served basis. If two (2) or more drivers bid at the same time for the same date and time, seniority shall be the tie-breaker.

15.4.4 Once an employee has exercised the employee's right to bid, the employee shall not be allowed to bid again off the Leave Bid Board for a period of forty-five (45) calendar days. Eligible drivers shall be allowed to bid for a maximum of two (2) vacation slots per pay period.

15.4.5 Three (3) bid boards shall be established: one (1) at the Yale Facility, one (1) Daytona MCO and one (1) Daytona SVC. At a minimum, this agreement shall be in effect until July 1, 2009.

15.4.6 This provision shall not be subject to challenge under the Grievance Procedure.

15.4.7 After sixty (60) days implementation of this provision either party may terminate this provision by providing this other party with thirty (30) days written notice of the intent to terminate.

## **16. UNIFORMS, WORK DRESS**

### **16.1 Clothing Allowance**

16.1.1 The Clothing Allowance will be \$600.00 per year and will be paid in 12 equal payments or 26 equal payments.

## **16.2 Uniforms**

16.2.1 Service uniforms must meet the requirements of the City. MCOs and SVCs will not be required to patronize any particular firm or individual. Employees shall purchase uniforms that meet the required specifications designated by department rules and regulations. MCOs and SVCs may have the opportunity to wear appropriate outerwear as dictated by seasonal weather conditions.

16.2.2 Operators will wear the complete uniform as authorized. The wearing of ties and long or short sleeve shirts (one or the other) will be optional.

16.2.3 The parties will work together to identify the appropriate seasonal wear and the suppliers of MCO and SVCs Uniforms.

16.2.4 MCOs and SVCs will be permitted to wear the Union emblem or insignia or other apparel, such as windbreakers, while on duty so long as those items are mutually agreed upon by the parties.

## **17. OCCUPATIONAL HEALTH and SAFETY**

### **17.1 Accident, Incident and Injury Review Committee**

17.1.1 Notwithstanding the provisions set forth in the Department's "Accident/Incident/Injury Policy and procedure," the accident/ Incident/ Injury (AI&I) Committee shall be composed of one (1) MCO or SVC appointed by the Union, one (1) member appointed by the Department and one (1) member mutually chosen by the two (2) appointees. The MCO appointee shall review MCO cases and the SVC appointee shall review SVC cases. If the parties are unable to reach agreement on the third appointee, the City's Mediation Division shall appoint a member.

17.1.2 The Committee shall review accidents, incidents and injuries and make recommendations to the Department Director in accordance with policy and procedures. The Committee's decision and rationale shall be recorded and retained by the department for six (6) months. If the amount of damage exceeds \$2500.00, the findings of this committee shall be submitted to Risk Management. The Director's decision shall not be subject to the Grievance Procedures.

17.1.3 During the term of this Agreement, the Committee shall study Departmental Injury Leave records to identify the causes of the injuries

and leave, including possible safety deficiencies, employee abuses and any other causes determined by the Committee. The Committee shall report its findings to the Department and Union prior to the commencement of negotiations for a successor contract to this Agreement. The Committee shall also review current accident/ incident/ injury policies and procedures and make recommendations to the Department. The Committee shall meet at such times that will not require cost to the Department for time spent on these activities by the Association appointee.

17.1.4 The Local Committee of Adjustments will meet with the Director or his/her designee after ratification of the new contract to propose changes for improvement of procedures and functioning of the Accident, Incident, and Injury Review Committee.

## **17.2 Emergencies**

17.2.1 Supervisors will act immediately to relieve an MCO or SVC upon receiving the first notice of an emergency.

## **17.3 Physical Examinations**

17.3.1 The City will bear the expense of in-service medical examinations required by the City. The City reserves the right to designate the examining physician. Employees, who are required by the City to take a physical examination and, who as a result, lose time regularly worked, will be compensated at the employer's regular rate of pay. In no case will overtime be paid for these examinations.

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

### **18.1 Training of New Drivers**

18.1.1 MCOs and SVCs who are assigned to train new MCOs or SVCs, will be paid a 12.5% increase in their hourly rate for all time training.

18.1.2 The City shall train and certify all trainers.

18.1.3 Trainers will be selected from a list of certified trainers. All certified trainers shall be afforded the opportunity to train. The Department reserves the right to certify and decertify trainers without being subject to challenge under this Agreement's grievance procedure.

## **19. POSITION DESCRIPTIONS and SPECIFICATIONS**

**This section intentionally left blank**

## 20. PROMOTIONAL PROCEDURES and POLICIES

### **20.1 Transfers/ Promotions**

20.1.1 MCOs and SVCs are not subject to an additional probationary period when transferring or being promoted within the department.

20.1.2 During this period of probation, the City will evaluate the employee's performance and determine whether the employee should be retained or discharged. This is the last step of the selection process.

20.1.3 Should an employee transfer into the position of MCO or SVC from another City position, the employee will receive the rate of pay closest but not lower than the employee's his/her current pay rate and must be within the pay range established for MCOs and SVCs. (See Section 15, Seniority).

20.1.4 The Local Committee of Adjustments shall have input in the evaluation of employees being considered for the positions of upgrade supervisor.

20.1.4.1 Subsection 20.1.4 above does not apply to SVCs.

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

### **20.2 Upgrades**

20.2.1 The name, date, and shift of the upgraded operator to supervisor will be posted in the driver's room.

20.2.2 SVCs who are temporarily upgraded to operate a motor coach will be compensated at a rate of pay 15% above their regular rate of pay.

## 21. PERFORMANCE EVALUATIONS and APPRAISALS

**This section intentionally left blank**

## 22. PERSONNEL FILES and RECORDS

**This section intentionally left blank**

## 23. CONDITIONS of EMPLOYMENT

## **23.1 Phone Service**

**This section intentionally left blank**

## **24. DISCIPLINE and INVESTIGATIONS**

### **24.1 Disciplinary Actions**

24.1.1 All complaints from citizens against drivers will be accepted by the Transit Department. Citizen complaints that might result in disciplinary action or a loss of pay for alleged "gross misconduct" as defined in Department policy will be in writing.

24.1.2 The Operator of a Sun Van or Motor Coach will be made aware of any and all complaints made against him/her. The Operator may file his/her written response to any complaint. Such written response will be attached to the complaint filed.

24.1.3 A hearing shall be convened to allow the employee and the employee's representative the opportunity to explain the reasons for the employee's actions or lack of action which may result in disciplinary action other than an oral reprimand. The affected employee shall be paid for time spent at the employee's pre-determination hearing.

24.1.4 An employee shall have the right to Union representation at all stages of an employee's disciplinary proceedings.

24.1.5 Employee investigations and notices of contemplated disciplinary actions shall be implemented in the following manner:

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

24.1.5.2 For the purposes of this provision only, "initiated" shall mean the written communication of a notice of contemplated disciplinary action to the employee.

24.1.5.3 If the employer decides to conduct an investigation the employer shall submit a written notification of investigation to the effected employee no later than twenty (20) business days after the employer knew or reasonably should have known of the act for which the investigation is being initiated. For the purposes of this section, the employer is defined as the department director or his or

her designee. Any supervisor who knows or reasonably should have known of the act which is being investigated must immediately notify the department director.

24.1.5.4 Throughout the investigation period, the Union may request a verbal progress report on the investigation from the human resources coordinator or the employee's division manager. The Supervisor shall provide this report provided the report does not jeopardize the conduct of the investigation. An employee disciplinary investigation shall normally not exceed forty-five (45) days from the date an employee receives a notice of investigation as cited in paragraph 3 herein. If the supervisor determines that the investigation needs to be extended beyond the forty-five (45) day limitation, the supervisor shall submit a written notice of extension to the employee no later than forty-five (45) days after the employee received the initial notice of investigation. The affected employee or the Union, if designated by the employee, may request periodic verbal status reports on the investigation from the human resources coordinator or the employee's division manager. The requests will be granted provided the supervisor shall not be required to provide information that might jeopardize the investigation process.

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

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

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

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

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

## **24.2 Investigations**

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

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

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

## **25. GRIEVANCE and APPEAL PROCEDURES**

### **25.1 Grievance Procedures**

25.1.1 Nothing in this Agreement shall prevent any employee from instituting or pursuing any grievance of a letter of reprimand on the employee's own behalf or with the assistance of the Union, in accordance with the provisions of the Merit System Ordinance.

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

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

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

25.1.4 An employee called as a City witness during time off shall be paid at straight time for the time spent at the hearing, plus reasonable travel time by whichever party is requiring the employee to appear. This time is not considered time worked for the purpose of computing overtime compensation.

25.1.5 Any action resulting in the filing of a grievance/arbitration shall be processed according to the procedures in effect at the time of the filing of the grievance/arbitration as provided by the Merit System Ordinance or the Collective Bargaining Agreement. If an employee wishes to appeal a disciplinary action that is subject to this Grievance Procedure, the employee shall elect to use this Grievance procedure or the City's Merit System Ordinance to appeal the action. If the employee decides to use the City's Merit System Ordinance to appeal a disciplinary action, the employee shall appeal the disciplinary action in writing and in accordance with the Ordinance no later than ten (10) days after the employee receives the written notice of disciplinary action. An employee who decides to use this Agreement's Grievance Procedure to appeal a disciplinary action shall appeal the disciplinary action by filing a written grievance no later than fourteen (14) days after the employee received the written notice of disciplinary action. If the employee decides to use this Grievance procedure, the employee may not also use the Merit System Ordinance appeal procedures. If the employee utilizes the Merit System Ordinance appeal procedures, the employee may not use the Grievance Procedure appeal procedures. This decision shall be irrevocable. If the Union, at a later date, decides that the employee's grievance is not meritorious and withdraws the grievance, the employee may not submit an appeal through the Merit System Ordinance."

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

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

25.1.8 The Union may use either the labor board or binding arbitration for resolution of alleged contract violations, other written agreements and all

discipline related grievances. During each year of this Agreement, the Union may use binding arbitration a maximum of five (5) alleged contract violations and/or discipline related grievances. Once the Union requests a panel of arbitrators, that action shall be counted as one arbitration for the purposes set forth herein. For purposes of this subsection, disciplinary related grievances shall be limited to the following:

25.1.8.1 Suspension

25.1.8.2 Demotion

25.1.8.3 Terminations

## **25.2 Grievance Steps and Arbitration Procedures**

25.2.1 Step I: Within ten (10) workdays of an alleged contract violation or violation of other written agreements, or imposition of a disciplinary action, the Union must submit a notice of grievance or violation to the Department Director, with a copy to the Office of Human Resources. Such notice shall be as clear and concise as possible, based on information made available to the Union. The Department Director shall have ten (10) workdays to respond in writing to the notification from the Union. If the Union is dissatisfied with the response, the Union may appeal the grievance to the Human Resources Director no later than ten (10) workdays after the Union received the Department Director's response.

25.2.2 Step II: Within ten (10) workdays after receipt of the Union's appeal, the Director of Human Resources or designee shall meet with the Union President or designee and attempt to resolve any grievance issue. It is recognized that the Director and President have the authority to settle disputes.

25.2.3 Step III: If no resolution is obtained, the Union may initiate appeal proceedings within thirty (30) calendar days after completion of step 2, or forfeit the right to appeal the specific grievance.

### **25.2.4 Time Limits**

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

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

25.2.4.3 Time limits under this Grievance Procedure may be extended by written mutual agreement of the parties.

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

#### 25.2.5 Selection of Arbitrator

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

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

#### 25.2.6 Disciplinary Arbitration/Personnel Board Procedures

25.2.6.1 The tape recording of the arbitration procedure is determined by the arbitrator.

25.2.6.2 Issues of grievability shall be decided by the arbitrator.

25.2.6.3 The arbitrator's standard for determining the appropriateness of disciplinary actions shall be just cause.

25.2.6.4 The arbitrator shall have the authority to accept, modify or reverse discipline imposed by the city.

25.2.6.5 In the event of reinstatement, a reduction or rescission of a suspension or demotion, the arbitrator's award shall be limited to back pay and benefits for time lost, less any compensation received by the employee during the suspension, demotion or termination.

25.2.6.6 In researching a decision, the arbitrator may consider the Employee Relations Ordinance, the Merit System Ordinance, Personnel Regulations, Administrative Instructions, a collective

bargaining agreement in effect at the time of discipline, contract violations, evidence and testimony relevant to jurisdiction and any valid City policy.

25.2.6.7 The burden of proof on alleged violation shall be on the appellant. The burden of proof in disciplinary grievances shall be of the City.

25.2.6.8 The standard of review on appeal shall be governed by the New Mexico Uniform Arbitration Act.

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

25.2.6.10 The parties are prohibited from violating written agreements in force which were negotiated in accordance with the Employee Relations Ordinance. Any controversy concerning an alleged contract violation may be submitted for binding arbitration or appealed to the Labor Board.

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

#### 25.2.7 General Provisions

25.2.7.1 The City and the Union agree to attempt to resolve the grievance arbitration in a timely manner.

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

25.2.7.3 The arbitrator shall have the authority to require any party to the arbitration to produce relevant documents and to testify on behalf of either party.

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

25.2.7.5 The arbitrator shall deliver the arbitrator's award and decision in support thereof, within the F.M.C.S. guidelines after the close of the grievance hearing or submission of briefs, whichever is later, unless otherwise agreed to by the parties.

25.2.7.6 Alteration of time requirements may be made by mutual consent of the parties. The Director of the Office of Human Resources and the Union President have the right to settle disputes.

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

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

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

## 26. EMPLOYEE REIMBURSEMENTS

### **26.1 Per Diem and Mileage Reimbursements**

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

## **26.2 Other Employee Reimbursements**

26.2.1 The City agrees to reimburse or replace the following items if lost as a result of a holdup or robbery while the employee is on duty.

26.2.1.1 Ticket Punch

26.2.1.2 Standard watch required by the Transit Department not to exceed \$75 in value.

26.2.2. The City will reimburse Motor Coach Operators and SVCs for all health aides damaged in the line of duty.

26.2.3 It is understood that employees will use due caution and diligence in the handling and protection of the items identified above as well as other City property in their possession.

26.2.4 The City shall reimburse a driver for cash that is lost as a result of a holdup or robbery while the employee is on route. The maximum reimbursement shall be \$250.00.

## **27. EMPLOYEE LIABILITY COVERAGE**

### **27.1 Fidelity Bond**

27.1.1 Should a MCO or SVC be sued in a Civil action for any allegations arising out of the course and scope of the MCOs and SVCs employment, the City will defend and indemnify that MCO or SVC pursuant to the requirements of the New Mexico Tort Claims Act, Section 41-4-1 et. seq. N.M.S.A. 1978 as amended.

## **28. EMPLOYEE ASSISTANCE PROGRAMS**

### **28.1 Employee Assistance Program**

**This section intentionally left blank**

### **28.2 Critical Incident Stress Debriefing**

**This section intentionally left blank**

## 29. EMPLOYEE VEHICLE USAGE

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

## 30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION

30.1 All MCOs and SVCs to include those who have retired and their wives and children under the age of 19 years and handicapped sons or daughters living in the employee's household will receive free transportation over the lines of the City.

30.2 The City will furnish transportation to and from the point of relief to the terminal(s) (AM or PM) if requested on the bid sheet, except for reliefs at Yale and Central, and Yale and Kathryn. The transportation will be either by motor coach or by vehicle shuttle.

30.2.1 For the Yale and Central and Yale and Kathryn reliefs, the City will furnish transportation, if feasible, during after-dark hours and inclement weather.

30.3 The parties agree to comply with all applicable Court rulings affecting this section.

## 31. FIREARMS

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

## 32. CITY PROVIDED EQUIPMENT and TOOLS

32.1 MCOs and SVCs shall not be required to bear the expense for ticket punchers, rulebooks, or other property issued by the City. Operators will be held accountable for issued property. If lost or rendered unserviceable beyond that occasioned by ordinary wear and tear, the operator shall be required to pay for same at replacement prices. The wearing of the City insignia is optional unless supplied by the City. The wearing of the City insignia is optional for SVCs.

## 33. EMPLOYEE INCENTIVE PROGRAMS

### **33.1 Employee Recognition Program**

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

#### 34. EMPLOYEE PAYROLL DEDUCTIONS

**This section intentionally left blank**

#### 35. LAYOFF/ REDUCTION IN FORCE and RECALL

##### **35.1 Layoff and Reduction in Force Procedures**

35.1.1 When it is necessary to have a reduction in force of employees holding the job of MCO or SVC, MCOs and SVCs will be laid off in reverse order of their designated seniority and will retain and accumulate all seniority rights and privileges, subject to the provisions of Section 15, Seniority.

35.1.2 MCOs and SVCs laid off as a result of a reduction in force will be privileged to perform work in other City departments when such work is available and when the employee has been qualified by the Human Resources Department and will be privileged to work for other employers and retain their seniority as MCOs and SVCs in the Transit Department. Laid off employees have the responsibility of keeping the City informed as to correct mailing addresses. MCOs and SVCs laid off due to reduction in force will be called back as MCOs and SVCs in the Transit Department in their seniority order according to the following procedure:

35.1.2.1 The City will advise each MCO or SVC to be recalled by certified or registered United States Mail, delivered to addressee only, return receipt requested, or by telegram. A copy of such recall notice will be furnished to the Union.

35.1.2.2 A MCO or SVC upon receiving notice of recall, will within three (3) days, acknowledge receipt of same by certified or registered United States Mail, or by telegram, advising the City of the date he/she will be available for service, which available date must not be later than twenty (20) calendar days from the date the operator receives his/her recall notice; under extenuating circumstances, such period may be extended by the City.

35.1.3 MCOs or SVCs failing to comply with these regulations will forfeit their recall rights and will be terminated. It is understood that the City will have discharged its obligation of notification to laid off MCOs or SVCs by having forwarded recall notices as herein outlined.

## 36. RESIGNATION and RETIREMENT

### **36.1 Resignation**

36.1.1. Upon the termination of an employee holding the job classification of Motor Coach Operator and/or SVC and upon request, he/she will be given a certificate or letters showing his/her length of service and type of position.

### **36.2 Retirement**

36.2.1 At the time of normal retirement, all unused accrued sick leave will be converted to early retirement leave and may be taken as paid leave or cashed out in a lump sum.

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

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

36.2.2.1 Employees who have retirement credit with another public employer or who are buying retirement credit are responsible for notifying the Human Resources Department to schedule an appointment for the workshop.

36.2.2.3 The City will offer Transit employees with 15 years service one day Pre-Retirement Counseling Seminars on City time. Any Transit employee who has under 15 years service may attend by using either vacation or their own personal time.

## 37. RULES and REGULATIONS

### **37.1 Operator's Rules and Regulations**

37.1.1 It is recognized by the parties that it is a management right to establish and change Operator's and SVCs Rules and Regulations and other policies. It is further recognized that management will solicit input from the Union on any changes to the existing Operator's Rules and Regulations and other policies. The Union will meet to discuss recommendations for consideration on the Operator's Rules and Regulations and other policies with the Director or his/her designee during the third week in January and other mutually agreed upon times. The general purpose of this section is to provide fair, equal, and consistent

treatment to all City Motor Coach Operators and SVCs. Within 30 days of the ratification of the U.T.U. contract, management will convene a meeting to solicit input from the Union on the proposed Driver's Rules and Regulations. The Union shall have 15 days to review and respond to the proposed changes in the Operators Rules and Regulations manual.

## **37.2 Statutes and Ordinances**

37.2.1 It is recognized by the parties hereto that the City of Albuquerque, New Mexico, is a creature of the State of New Mexico and therefore possesses only those powers granted to it by the State of New Mexico. It is further recognized and agreed by both parties hereto that this Agreement must be consistent with, not in conflict with, and cannot supersede the statutes of the Federal or State governments or the Employee Relations Ordinance and laws of the City of Albuquerque, New Mexico.

## **38. CONTRACTING OUT**

**This section intentionally left blank**

## **39. STRIKES and LOCKOUTS**

39.1 The Union agrees that it will not engage in any strike work stoppage, picketing, except for informational picketing, and honoring of any picket lines, or any other coercive action against the City during the life of this Agreement, except for reasons of safety.

39.2 Any MCO and SVC who participates in, supports, or encourages any strike, work stoppage, picketing, except for informational picketing, the honoring of any picket line or other coercive action against the City of Albuquerque shall be subject to discipline or discharge with the right of appeal to the grievance procedure of the Merit System Ordinance only as to the determination of the question of whether the employee so disciplined did in fact participate in, support, or encourage such strike or coercive action.

39.3 The City guarantees not to lock out any of its employees.

## **40. GENERAL ADMINISTRATIVE PROVISIONS**

### **40.1 Limited Re-Opener**

40.1.1 The parties may agree to re-open salary and compensation for Fiscal year 2011 no later than April 1, 2010.

40.1.2 If neither party re-opens the contract, pursuant to this Section, the contract will remain in force and in effect as previously agreed until expiration.

## **40.2 Entire Agreement/ Changes**

40.2.1 It is understood and agreed by and between the parties hereto that this Agreement is the only existing Agreement between the parties and replaced any and all previous agreements.

40.2.2 It is understood and agreed that changes in this Agreement may be made at any time upon the mutual consent of the parties signatory to this Agreement. No changes in hours, benefits, working conditions will be made without the parties meeting and conferring.

40.2.3 The parties have had the full opportunity to negotiate all mandatory subjects of bargaining prior to reaching final agreement on this Agreement. The parties have negotiated in good faith and have reached a full agreement on all issues. This Agreement shall represent the only agreement between the parties. All other agreements, written or verbal, shall be unenforceable. Neither party shall be required to negotiate any issue, whether contained in this Agreement or not, during the term of this the City's commitment to meet and confer in good faith with the Union on all proposed Agreement. This provision shall not be interpreted in a manner that negates changes in ordinances or policies that affect employees' terms or conditions of employment.

## **40.3 Interpretation of Agreement**

## **40.4 Disposition of Contract Disputes**

## **40.5 Impasse**

40.5.1 In the event of an impasse is reached during contract negotiations, the Employee Relations Ordinance, Council Bill 0-67, as amended and approved January 3, 1977, Section 2-2-13 will apply.

## **40.6 Assignability Clause**

40.6.1 This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of ownership or management by either party; or by any change, geographical or otherwise in the location or business of either party.

**40.7 Savings Clause**

40.7.1 Should any part of this Agreement be rendered invalid by reason of any existing or subsequent legislation, or be any decree of a court of competent jurisdiction, the remaining portions hereof shall remain in full force and effect.

**40.8 Term of Agreement**

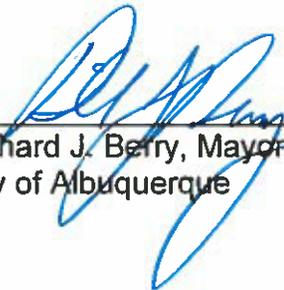
40.8.1 This agreement is effective on the first full pay period following settlement, ratification, and signature by the parties and shall remain in full force and effect through June 30, 2016.

**SIGNATURES**

IN WITNESS WHEREOF, the parties have signed their names and affixed the signatures of their authorized representatives on this 18<sup>TH</sup> day of FEBRUARY, 2015.

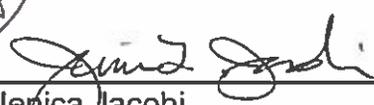
CITY OF ALBUQUERQUE

AFSCME Local 624  
Transit Union

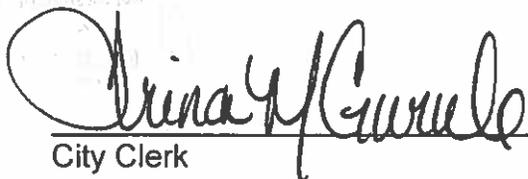
  
Richard J. Berry, Mayor  
City of Albuquerque

  
Casey Padilla, President  
Local 624 Transit

Form Reviewed by Legal Department

  
Jenica Jacobi  
Interim City Attorney

(Seal)

  
City Clerk

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
AFSCME LOCAL 624 TRANSIT UNION  
AND  
CITY OF ALBUQUERQUE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this <sup>26<sup>th</sup></sup> day of ~~October~~<sup>December</sup>, 2015, by and between the City of Albuquerque ("City") and the American Federation of State, County, and Municipal Employees ("AFSCME") Local 624-Transit ("624-Transit") (collectively referred to as the "Parties").

**WHEREAS**, 624-Transit and the City, have entered into a Collective Bargaining Agreement ("CBA") that is in place from February 21, 2015, through June 30, 2016; and

**WHEREAS**, pursuant to section 40.2.2 of the CBA the Parties jointly desire to change the below specified language in the current CBA in regard to how "Leave Without Pay" suspensions are carried out; and

**WHEREAS**, the Parties jointly desire to use "work hours" instead of "days" as the work unit upon which the duration of leave without pay suspensions are based.

**THEREFORE**, IT IS AGREED between the Parties as follows:

- I. **TERM OF MOU.** This MOU shall remain in full force and effect until June 30, 2016.
- II. **EFFECTIVE DATE.** The Parties agree that, so long as both Parties sign this MOU, the "effective date" is the date that the last Party executes this MOU.
- III. **REVISIONS TO LEAVE WITHOUT PAY SUSPENSIONS.** The following Sections of the CBA shall be changed to read as follows:
  - a. Section 6.1.4.4Sixth (6<sup>th</sup>) occurrence: pending a PDH, twenty-four (24)-hour suspension without pay.
  - b. Section 6.1.4.5Seventh (7<sup>th</sup>) occurrence; pending PDH, one hundred twenty (120) hour suspension without pay.
  - c. Section 12.3.4 The penalty point scale for disciplinary action is:

1-7	=	Letter of Warning
8-11	=	One day working suspension
12-18	=	Two day working suspension
19-28	=	Twenty-four hour LWOP suspension
29-39	=	Forty-eight hour LWOP suspension

40 points and over will be just cause for termination.

- IV. **MOU NOT APPLICABLE TO PAID SUSPENSIONS.** Nothing in this MOU is deemed to change the calculation, duration, or issuance of paid or working suspensions.
- V. **NO RETROACTIVE APPLICATION.** The terms of this MOU shall only be applicable to leave without pay suspensions issued after the effective date of the MOU. Unless specifically addressed by a valid settlement agreement between the parties, leave without pay suspensions issued before the effective date of this MOU, including any suspensions the subject of pending grievances, arbitrations, City of Albuquerque Labor Management Relations Board complaints, City of Albuquerque Personnel Board complaints, or Complaints before any State or Federal Court or administrative body shall be excluded from the terms of this MOU.
- VI. **MOU CREATES NO THIRD PARTY BENEFITS.** By entering into this MOU, the Parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Parties. No person shall claim any right, title, or interest under this MOU or to seek to enforce this MOU as a third party beneficiary of this MOU. The parties agree that this MOU shall be only applicable to the AFSCME Local 624 Transit Union, and no other bargaining unit.
- VII. **NO FURTHER AGREEMENT.** This MOU incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants, and understandings have been merged into this MOU. This MOU expresses the entire MOU and understanding between the parties with respect to said leave without pay suspensions. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.
- VIII. **SEVERABILITY.** In case any one or more of the provisions contained in this MOU or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

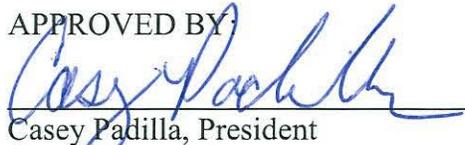
IN WITNESS WHEREOF, each Party has executed this agreement on the date indicated by the signature.

SIGNATURES TO BEGIN ON NEXT PAGE

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AFSCME LOCAL 624 TRANSIT:

APPROVED BY:

A handwritten signature in blue ink, appearing to read "Casey Padilla", is written over a horizontal line.

Casey Padilla, President  
AFSCME Local 624 Transit

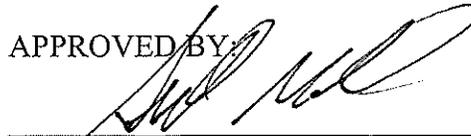
Date: Oct 27<sup>th</sup>, 2015

SIGNATURES CONTINUE ON NEXT PAGE

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CITY OF ALBUQUERQUE

APPROVED BY:

  
\_\_\_\_\_  
Robert J. Perry, Chief Administrative Officer  
City of Albuquerque

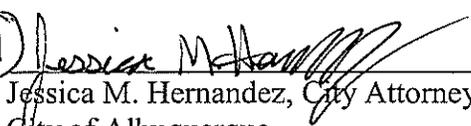
Date: 12/20, 2015

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bruce Rizzieri, Director  
City of Albuquerque Transit Department

Date: 10.30, 2015

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
Jessica M. Hernandez, City Attorney  
City of Albuquerque

Date: 12/18, 2015

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