AGREEMENT

between

THE CITY OF ALBUQUERQUE

and

LOCAL 624 AFSCME

July 1, 2008 to June 30, 2010

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AGREEMENT

0. RECITALS

0.1 Preamble

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

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

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

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

0.2 Authority

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

0.3 Agreement Control/ Scope of Agreement

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

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.

0.3.4 The Union will be allowed to provide input through the Office of Employee Relations on all changes in policies, rules and handbooks.

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

0.4 Recognition

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

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

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

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

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

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

1. GENERAL LABOR/ MANAGEMENT PROVISIONS

1.1 Agency Fee/ Fair Share

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

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

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

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

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

1.1.1.5 All money deducted from wages for agency fees shall promptly be remitted to the Union after the payday covering the pay period of the deduction. If any employee has insufficient earnings for the pay period, no agency fee deduction will be made for that employee for that pay period.

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

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

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

1.2 Payroll Deduction

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

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

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

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

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

1.3 Union Rights

1.3.1 The employer agrees that Local 624 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.

1.3.2 Local Union officers will continue to 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 Employee Relations. 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 Employee Relations Officer and each affected supervisor with the names of the stewards. The Union shall update the list as changes occur. Steward leave without pay shall be subject to the prior approval of the steward's supervisor. The supervisor shall determine whether or not to approve a steward's request based solely on the operational needs of the department.

1.3.3 A Union officer, a steward or a bargaining unit employee designated by the Union President shall be on paid time when the officer, steward or President's designee attends 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 when charges or other matters directly affecting employees represented by the officer, steward or President's designee are being

addressed. Unless otherwise approved by the Employee Relations Officer, only one (1) officer/President's designee and one (1) steward shall be granted leave with pay for any single hearing. Unless otherwise approved by the Employee Relations Director, the steward shall be a bargaining unit employee assigned to the same division to which the affected employee is assigned.

1.3.4 The Employee Relations Officer will authorize a maximum of twenty (20) hours per week with pay for the Union President to assist with the resolution of labor/management issues. The Union shall notify the Employee Relations Officer in advance and obtain prior approval when requesting leave for City business for the President's designee.

1.3.5 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

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

1.3.7 The City agrees to notify the Union and City employees in the bargaining unit of elections or appointments of individuals to the Personnel Board.

1.4 Employer Rights

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

1.5 Labor Management Committee

This section intentionally left blank

1.6 Bargaining Unit Information, Accretion

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2. PAY PROVISIONS

2.1 Salary Schedule

2.1.1 The total bargaining unit salary compensation for Fiscal Year 2008 shall be increased by three per cent (3%) in Fiscal year 2009, less the amount of the increase that would have been paid to the employees had the increase gone into effect on July 1, 2007. The parties shall negotiate the application of this increased compensation. The effective date of this compensation increase shall be the first pay period after the parties ratify the proposed Agreement.

2.1.2 The total bargaining unit salary compensation for Fiscal Year 2009 shall be increased by three per cent (3%) in Fiscal year 2010. The parties shall negotiate the application of this increased compensation.

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

2.1.3.1 Swing Shift ($.30 per hour) start time between 11:59am and 6:59pm

2.1.3.2 Graveyard Shift ($.45 per hour) start time between 7:00pm and 3.59am

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

2.1.5 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 accrue throughout the term of this agreement as follows:

Continuous Service	Amount per Pay Period
05 to 10 years	$ 64.00

10 to 15 years	$ 85.00
15 to 20 years	$ 95.00
Over 20 years	$ 114.00

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

2.3 Overtime

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

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

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

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

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

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

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

2.3.7.1 The maximum accrual of compensatory time is 60 hours (40 hours overtime at time and one-half). Compensatory time not taken within 180 days from the date accrued will be scheduled by the supervisor within the next two (2) pay periods or the supervisor may pay the employee for the accrued time.

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

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

3. INSURANCE COVERAGE and BENEFITS

3.1 Premium Costs

3.1.1 The City will pay 83% of the hospitalization premium and the employee will pay 17% of the premium of plans offered by the City.

3.1.2 The City will pay 83% of the dental premium option selected by the employee and the employee will pay the difference of plans offered by the City.

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

3.2 Insurance Programs

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

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

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

3.3 Continuation of Health Insurance

This section intentionally left blank

4. RETIREMENT PLANS

4.1 NM Public Employees Retirement Association

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

4.1.2 The City will continue to pay seventy-five percent (75%) of the current employees' Public Employment Retirement Association (P.E.R.A.) statutory contribution.

4.2 Deferred Compensation Plans

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

5. VACATION LEAVE

5.1 Vacation Leave

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

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

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

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

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

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

5.2 Vacation Leave Accrual Rates

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

6. SICK/ ILLNESS LEAVE

6.1 Sick Leave

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

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

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

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

6.1.4.1 Emergency leave -Granted when a physician determines that an employee's absence from work is medically necessary to care for a sick or injured dependent, or due to a serious illness or death immediate family of the employee, as detailed in the City Personnel Regulations;

6.1.4.2 Hospitalization or outpatient surgical procedure;

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

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

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

6.2 Sick Leave Conversion

6.2.1 Sick leave over 500 hours may be converted at the rate of three hours of sick leave for one hour of leave with pay or cash payment. Sick leave over 850 hours may be converted at the rate of two hours of sick leave for one hour of leave with pay or cash payment. Sick leave over 1200 hours may be converted at the rate of three hours of sick for two hours of leave with pay or cash payment.

6.2.2 Sick Leave Conversion at Retirement

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

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

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

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

6.2.3 Sick Leave Conversion at Termination

6.3 Sick Leave Death Benefit

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

6.4 Donation of Sick/ Vacation Leave

This section intentionally left blank

6.5 Bereavement Leave

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

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

6.6 Family and Medical Leave Act (FMLA)

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

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

6.6.3 An employee who utilizes paid leave for an approved FMLA absence will be allowed to use accrued sick leave or vacation leave, prior to taking an unpaid leave.

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

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

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

7. RECOGNIZED HOLIDAYS

7.1 Paid Holidays

7.1.1 Holidays for the Employees are as followed:

New Year's Day January 1
Martin Luther King's Birthday Third Monday in January
Presidents Day Third Monday in February
Memorial Day Last Monday in May
Independence Day July 4th
Labor Day First Monday in September
Veteran's Day November 11th
Thanksgiving Day Fourth Thursday in November
Day After Thanksgiving Fourth Friday in November
Christmas Day December 25th

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

7.1.2 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.

7.1.3 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.

7.2 Holiday Pay

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

7.2.2 For the purpose of computing overtime, an employee will be credited with holiday time plus the number of hours worked. An employee called back to work on a holiday will receive a minimum of three hours straight time pay or time and one-half (11/2) for the hours actually worked, whichever is greater, in addition to holiday pay.

8. MILITARY LEAVE

8.1 Members of Organized Reserve Units

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

(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

(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 permanent 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.

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

8.1.5 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.

8.1.6 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.

8.1.7 Health Insurance Benefits While in Military Active Duty Status: 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.

8.1.8 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.

8.1.9 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

8.2 Members of Unorganized Reserve Units

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

(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

(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.

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

8.2.3 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.

8.3 General Provisions

8.3.1 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".

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

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

8.4 Transition Provision

8.4.1 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 Administrative Instruction shall not be required to reimburse the City for the excess.

9. OTHER LEAVE WITH PAY

9.1 Requests for Paid Leave

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

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

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

9.2 Birthday Leave

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

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

This section intentionally left blank

9.7 Jury Duty

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

9.8 Leave to Vote

9.8.1 State Law requires that under certain conditions, all employees who are registered electors be granted two (2) hours with pay between the opening and closing of the polls to vote on all election days. Department directors must grant this time off for voting if requested by employees registered to vote. Department directors should schedule the time taken so that the delivery of services is affected as little as possible.

Departments will not grant time off with pay to any employee whose normal work day begins more than two (2) hours after the opening of the polls, or ends more than three (3) hours prior to the closing of the polls. Time taken off for voting can be used for no other purpose. Department Directors may require an employee to prove that he/she is registered and an eligible voter.

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

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

9.9 Definition for Leaves of Absence

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 All requests for leave without pay require approval of the department head or the department head's designee. Any request for leave without pay for two weeks or more requires approval of the Chief Administrative Officer.

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

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

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

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

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

10.3 Leave of Absence

This section intentionally left blank

11. WORK WEEK

11.1 FLSA Non-Exempt Employees

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

11.2 FLSA Exempt Employees

This section intentionally left blank

11.3 Other Work Week Provisions

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

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

11.3.3 No employee will be assigned a split shift.

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

12. WORK HOURS

12.1 Flex Time

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

12.2 Stand-By Time

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

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

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

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

12.3 Change in Work Hours/ Location

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

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

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

12.4 Other Work Hour Provisions

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

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

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

13. WORK ASSIGNMENTS

13.1 Working Outside Classification

13.1.1 Under normal circumstances, employees will not be required to perform duties outside their classification as a regular assignment. Employees performing duties of a higher classification will be compensated as provided for in Section 37. For payroll purposes,

compensation under this section will be treated as a temporary upgrade under Section 37.

13.2 Light Duty/ Modified Work Assignments

This section intentionally left blank

13.3 Solid Waste Collection

13.3.1 The parties recognize that the nature of Solid Waste Collection is such that there is exposure to hazardous waste such as chemical and biological agents, pesticides and fertilizers as well as exposure to communicable disease such as flu, hepatitis, hantavirus and A.I.D.S., as well as equipment related hazards. In order to address these problems, Solid Waste Officials and Union officials will jointly meet to identify ways in which to minimize exposure. This should result in additional specialized training being provided to Solid Waste Department employees, as well as public awareness education.

13.3.2 Transport Operators Certification Program

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

13.3.3 The parties may mutually form other committees.

13.3.3.1 All committee meetings will take place during normal business hours.

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

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

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

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

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

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

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

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

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

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

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

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

13.3.6 New Trucks

13.3.6.1 Seniority will be a consideration in making truck assignments.

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

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

13.3.7 Pilot Extra Board

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

13.3.7.1.1 Accidents
13.3.7.1.2 Injuries
13.3.7.1.3 Claim & Damages
13.3.7.1.4 Attendance
13.3.7.1.5 Complaints
13.3.7.1.6 Seniority

13.3.7.2 Management will make selections for the pilot extra board based upon the approved criteria

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

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

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

13.3.8 Annual vacation bidding for available vacation slots will occur during the months of November and December of each year. During the first: round of bidding, employees shall bid for one (1) to three (3) weeks.

After the first round of bids, a second bid will be conducted for any remaining vacation slots. On the second bid an employee may schedule additional weeks or the maximum amount of accrued vacation which may be more or less than a week. However, the employee is limited to vacation slots that are left after the first. Vacation will be bid by seniority, by work unit and classification. After the second round of bidding, vacation requests for available slots will be considered on a first come, first serve basis. Extra board drivers in Residential and Commercial shall not be eligible to choose vacation leave during the months of June, July or August.

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

14. SENIORITY

14.1 Seniority Determination

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

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

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

15. BIDDING and VACANCIES

15.1 Bidding on Vacancies

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

15.1.2 Vacant position circulars shall state the position title, job code, qualification, shift assignment, work location, rate of pay, and safety sensitive designations. It is recognized that the shift assignment may change as a result of the exercise of shift preference. It is recognized that rate of pay may change as a result of the Classification and Compensation Study.

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

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

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

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

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

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

15.2 Shift Preferences

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

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

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

16. UNIFORMS, WORK DRESS

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

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

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

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

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

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

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

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

17. OCCUPATIONAL HEALTH and SAFETY

17.1 Safe and Healthy Working Conditions

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

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

17.1.3 These Committees will:

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

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

17.1.3.3 Establish on going communication with the Office of Employee Relations/Risk Management Division to provide employee awareness and specialized training to address hazards in specific work units.

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

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

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

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

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

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

17.1.10 For the purpose of reporting unsafe working conditions and/or incidents, employees will be allowed to fill out an R.P.0. Form (reporting purposes only).

17.2 Emergency Transportation

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

17.3 Injury Time

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

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

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

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

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

18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION

18.1 State Certification

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

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

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

18.2 Educational Leave

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

18.3 Certification and Training Programs

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

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

18.3.3 The Union and the Office of Employee Relations may modify work hours by a Memorandum of Understanding for the purpose of providing training.

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

18.3.5 Disputes pertaining to the Certification and Training Program will be addressed at the department level. If not resolved at that level, disputes will be addressed through the Standards Review Committee, the Office of Training and Organizational Excellence, or the Office of Employee Relations as appropriate.

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

19. POSITION DESCRIPTIONS and SPECIFICATIONS

19.1 Position Specifications

19.1.1 The officially recognized job specifications for any position will be maintained by the Human Resources Department. Job specifications shall represent a general list of duties and responsibilities. A list of all job

specifications will be made available to the Union upon request of the Union President/designee. In the event the Union has concerns over job specifications it shall provide input in writing through the Office of Employee Relations and a response in writing shall be given.

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

20. PROMOTIONAL PROCEDURES and POLICIES

20.1 Qualifications for Promotion

20.1.1 It is the policy of the City to use the skills and experience of City employees to the fullest. Selection for promotion is made on the basis of qualification, fitness, performance, and attendance on the job. If qualification, fitness, performance and attendance are determined by the City to be equal, seniority will be the tie breaker.

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

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

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

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

20.2 Temporary Upgrades

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

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

20.2.2.1 Qualifications needed to perform the work;
20.2.2.2 Physical ability to perform the work;
20.2.2.3 Past demonstrated work performance; and
20.2.2.4 Attendance, using the past 12 months as the basis for review and with long term continuous absences of 5 days or more considered as one absence. In the event these factors are equal, seniority will be tie breaker.

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

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

20.3 Classification/ Recognition

This section intentionally left blank

21. PERFORMANCE EVALUATIONS and APPRAISALS

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

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

22. PERSONNEL FILES and RECORDS

22.1 Employee Records

22.1.1 Working Files

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

22.1.2 The Permanent File

22.1.2.1 The permanent file will be maintained in the Human Resources Department.

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

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

22.1.4 The Union President or designee shall have reasonable access to files of employees with written authorization from the employee participating in the grievance procedure. Conflicts over file access shall be addressed through the Office of Employee Relations.

23. CONDITIONS of EMPLOYMENT

This section intentionally left blank

24. DISCIPLINE and INVESTIGATIONS

24.1 Disciplinary Actions

24.1.1 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.

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

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

24.1.3.1 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.

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

24.1.3.3 If the employee's supervisor decides to conduct an investigation, the supervisor shall submit a written notification of investigation to the affected employee no later than ten work (10) days after the supervisor knew or reasonably should have known of the act that the investigation is being initiated.

24.1.3.4 Throughout the investigation period, the Union may request a verbal progress report on the investigation from the supervisor. 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 employee's supervisor. The requests will be granted provided the supervisor shall not be required to provide information that might jeopardize the investigation process.

24.1.4 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.

24.1.5 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.

24.1.6 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.

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

24.1.8 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 Employee Relations.

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 Employee Relations Office and the Union President shall continue to meet to discuss issues of mutual concern related to disciplinary and supervision issues.

24.3 Process For Termination under COP

24.3.1 If an employee reaches the number of points under the COP which results in the loss of the employee's City Operating Permit (COP), the employee's department shall submit to the Employee Relations Director (ERD) a completed form with the following questions answered:

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

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

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

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

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

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

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

24.3.2 The form identified and described above shall be submitted to the ERD prior to the commencement of any disciplinary action against the employee for losing the COP.

24.3.3 Upon receipt of the answered form, the ERD shall provide the employee or the employee's union representative to also complete the form. The employee/union shall be provided a reasonable amount of time to complete the form.

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 Employee Relations. The Office of Employee Relations 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 Employees called as witnesses 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 an arbitration, 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 parties will use binding arbitration for resolution of alleged contract violations or other written agreements, and all disciplinary related grievances, except as set forth in Subsection A. 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 Labor-Management Relations ordinance Pre-arbitration/Merit System Ordinance Procedures

25.2.1.1 Step I: Within fourteen (14) days of an alleged contract violation, 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 Employee Relations. Such notice shall be as clear and concise as possible, based on information made available to the Union. The Department Director shall have fourteen (14) days to respond in writing to the notification from the Union. If the Union is dissatisfied with the response, the Union may request arbitration.

25.2.1.2 Step II: Within fourteen (14) days of the completion of Step 1, the Director of the Office of Employee Relations 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.

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

25.2.2 Time Limits

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

25.2.2.2 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.

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

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

25.2.3 Selection of Arbitrator

25.2.3.1 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.

25.2.4 Disciplinary Arbitration Procedures

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

25.2.4.2 Issues of grievability shall be decided by the arbitrator.

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

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

25.2.4.5 In the event of reinstatement, a reduction or recision 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.

25.2.4.6 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.

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

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

25.2.4.9 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.

25.2.4.10 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.

25.2.4.11 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.

25.2.5 General Provisions

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

25.2.5.2 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.

25.2.5.3 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.

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

25.2.5.5 The arbitrator shall deliver his/her 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.

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

25.2.5.7 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:

25.2.5.7.1 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.

25.2.6 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 Mechanics and Mechanic Helpers will receive up to $350.00 reimbursement once per any twelve (12) month period, upon the presentation of receipts for the purchase of job related tools. Electronic Technicians, Tire Repairers, Radio Technical Specialists and Paint/Body Workers will receive up to $150.00 reimbursement once per any twelve

(12) month period upon the presentation of receipts for the purchase of job related tools. 'These reimbursements do not apply to employees for whom the City provides the tools

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

27. EMPLOYEE LIABILITY COVERAGE

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

28. EMPLOYEE ASSISTANCE PROGRAMS

28.1 Employee Assistance Program

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

28.2 Critical Incident Stress Debriefing

This section intentionally left blank

29. EMPLOYEE VEHICLE USAGE

This section intentionally left blank

30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION

This section intentionally left blank

31. FIREARMS

This section intentionally left blank

32. CITY PROVIDED EQUIPMENT and TOOLS

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

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

33. EMPLOYEE INCENTIVE PROGRAMS

33.1 Employee Recognition Program

This section intentionally left blank

33.2 Sick Leave Incentive Program

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

34. EMPLOYEE PAYROLL DEDUCTIONS

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

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

35. LAYOFF/ REDUCTION IN FORCE and RECALL

35.1 Layoff and Reduction in Force Procedures

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

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

35.1.3 An employee with previous experience in another Local 624 bargaining unit classification displaced by a reduction-in-force and who faces a layoff under the provisions set forth in paragraph J of this section may "bump" an employee with less City seniority in the employee's previous classification if the employee is qualified. The Human resources Department shall determine whether or not the employee is qualified.

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

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

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

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

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

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

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

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

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

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

35.1.8 A list of employees on layoff status and employees downgraded as a result of a reduction in work force will be available in the Office of Employee Relations.

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

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

36. RESIGNATION and RETIREMENT

36.1 Resignation

36.1.1 When a written resignation is given to management, it may be withdrawn by the mutual agreement of the employee and his/her department head. Disputes will be addressed through the Office of Employee Relations.

36.2 Retirement

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

36.2.2.2 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 Blue Collar employees with 15 years service one day Pre-Retirement Counseling Seminars on City time. Any Blue Collar employee who has under 15 years service may attend by using either vacation or their own personal time.

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

37. RULES and REGULATIONS

This section intentionally left blank

38. CONTRACTING OUT

38.1 Contracting for Services

38.1.1 The City agrees that prior to contracting out bargaining unit positions, the Union will be allowed input in writing through the Office of the Mayor, with a copy delivered to the Office of Employee Relations. A written response shall be given to the Union.

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

38.1.3 In the event of layoff or displacement, the appropriate action will be taken in accordance with Section 28 of this Agreement.

39. STRIKES and LOCKOUTS

This section intentionally left blank

40. GENERAL ADMINISTRATIVE PROVISIONS

40.1 Non-Discrimination

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

40.2 Memoranda of Understanding (MOU)

This section intentionally left blank

40.3 Complete Agreement

40.3.1 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 Employer's Labor-Management Relations Ordinance.

40.3.2 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 Employer's Labor-Management Relations Ordinance.

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

40.3.4 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.

40.3.5 The Union will be allowed to provide input through the Office of Employee Relations on all changes in policies, rules and handbooks.

40.4 Savings Clause

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

40.5 Term of Agreement

40.5.1 Except for the provisions under Section 54 (A), this Agreement shall be effective on _____, 2008 and shall terminate on June 30, 2010.

IN WITNESS WHEREOF, the parties have entered their names and affixed the signatures of their authorized representatives on this 23 day of December, 2008.

CITY OF ALBUQUERQUE

By: Martin J. Chavez, Mayor
City of Albuquerque

AFSCME

By: Ronald J. Medina, President
AFSCME Local 624

Form Reviewed by Legal Department

By: Robert White
City Attorney

(Seal)

City Clerk

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ALBUQUERQUE CITY CLERK
2008 DEC 29 PM 2:59