

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

July 3, 2010 – June 30, 2011

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AGREEMENT

0. RECITALS

0.1 Preamble

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

0.2 Authority

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

0.3 Agreement Control

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

0.4 Recognition

The Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and all other terms and conditions of employment for all employees in the stipulated bargaining unit, including all MT, MJ, and ML employees. The parties agree to the inclusion of eligible part-time M-Series employees in

1 the Union's bargaining unit. The term "employee" for the purpose of this
2 Agreement shall mean bargaining unit employee.

3 1. GENERAL LABOR/ MANAGEMENT PROVISIONS
4

5 **1.1 Fair Share/ Agency Fee**
6

7 1.1.1 The Employer shall, for the duration of this Agreement, deduct from
8 any employee's, pay for each pay period of each month, Union dues
9 provided the employee submits an authorization thereof. The deductions
10 shall be made and transmitted to the Union in the manner set forth under
11 Article 1.2.2 of this Agreement.
12

13 1.1.2 Payment of an agency fee by non-union bargaining unit employees
14 has been authorized by Resolution of the Albuquerque City Council. The
15 Resolution requires an adequate showing by the Union that at least 50%
16 of the employees in the bargaining unit are members in good standing
17 with the Union at the time the agency fee is implemented and the
18 threshold percentage is maintained while the agency fee is in place.
19

20 1.1.3 The Resolution further requires that any agency fee provision
21 negotiated pursuant to the Resolution comply with all state and federal
22 legal requirements.
23

24 1.1.4 The parties agree to implement an agency fee for non-union
25 employees subject to the provisions set forth in paragraphs 2 and 3 above
26 and the following additional conditions:
27

28 1.1.4.1 The Union shall retain an independent auditor to audit its
29 receipts and expenditures on an annual basis.
30

31 1.1.4.2 The Union will publish the results of the audit, including an
32 adequate explanation of the agency fee, to bargaining unit
33 employees.
34

35 1.1.4.3 Bargaining unit employees shall have thirty (30) days to
36 file a challenge to the apportionment of the agency fee.
37

38 1.1.4.4 An impartial decision maker shall hear any challenge.
39

40 1.1.4.5 The amount of the agency fee shall only include costs
41 permitted under applicable federal and state case law. The
42 determination of these costs shall be made from the most recently
43 available audited financial reports. If a court of competent
44 jurisdiction rules that certain costs included in the agency fee are
45 prohibited from inclusion or that the Resolution's limitations legally

1 prohibit the inclusion of certain costs, the agency fee amount shall
2 be modified accordingly.

3
4 1.1.4.6 Under no circumstances shall non-union employees be
5 required to contribute towards the Union's social, political or
6 charitable activities; nor shall any non-union employee be subject to
7 any retaliation for refusal to contribute to such activities.

8
9 1.1.4.7 The Union has the burden of proving before the impartial
10 decision maker that its costs were properly apportioned to the
11 agency fee.

12
13 1.1.4.8 Any portion of the agency fee that is specifically
14 challenged shall be held in escrow until resolution of the challenge.

15
16 1.1.4.9 To the extent permitted by Law, the Union shall indemnify
17 and hold the City harmless, including payment of attorney fees and
18 costs for counsel chosen by agreement of the parties, for any claim
19 or challenge to this article or the imposition of an agency fee.

20
21 1.1.4.10 Once the appropriate amount of the agency fee for the
22 most recent twelve (12) month audit has been determined, the
23 Employer agrees to deduct that amount from the pay of non-union
24 employees for the twelve (12) months subsequent to the
25 determination.

26
27 1.1.4.11 The Employer shall make the agency fee payment
28 deductions for employees in the bargaining unit who do not submit
29 an authorization form for Union dues deduction or pay the Union
30 dues by another method identified by the Union.

31
32 1.1.4.12 The Employer shall make employee payroll deductions
33 for agency fee payments upon notification to the non-dues-paying
34 employee of the amount and reason for such payment.

35
36 1.1.4.13 All money deducted from wages for agency fee
37 payments shall be remitted to the Union after the payday covering
38 the pay period of deduction in the same manner as dues are
39 remitted under Article 1.2.2. If any employee has insufficient
40 earnings for the pay period, no agency fee payroll deduction will be
41 made for that employee for that pay period.

42
43 1.1.5 If, as a result of litigation, changes to this Article become
44 necessary, the parties will meet to negotiate the issues.

1 **1.2 Payroll Deduction**
2

3 1.2.1 Upon receipt of a signed authorized membership dues deduction
4 card, the Employer shall deduct membership dues levied by the Union in
5 accordance with the Union's constitution and by-laws. The Union shall
6 designate in writing to the Employer's Central Payroll Office Manager the
7 amount of the deduction. If the amount changes, the change shall be
8 communicated in writing by the Union to the Employer. All deductions,
9 including new deductions or changes in the amounts of the deductions,
10 shall begin the first full pay period after the Employer receives the written
11 notice of change. Deductions shall be made each bi-weekly pay period
12 unless terminated in accordance with the provisions set forth herein.
13

14 1.2.2 The Employer's DFAS Central Payroll Office shall forward to the
15 Union all dues withheld pursuant to valid authorization cards. The Union
16 shall inform the Central Payroll office manager in writing where the dues
17 should be sent. The transmission of the dues by the Employer to the
18 Union shall take place no later than the end of the following pay period.
19 The transmission shall include a roster of the employees for whom the
20 deductions have been made.
21

22 1.2.3 An employee may authorize payroll deduction amounts in
23 excess of the dues levied by the Union. The employee shall sign a
24 separate authorization form in order to initiate this deduction.
25

26 1.2.4 An employee may terminate dues deduction by submitting a
27 written request for termination of the deduction during the first week of
28 July to the Union President. The President shall forward the termination
29 request to the DFAS Central Payroll Office within one (1) week after
30 receipt of the termination notice. The deduction shall terminate the first full
31 pay period after the Employer receives the termination request.
32

33 1.2.5 The Employer shall terminate an employee's dues deduction if the
34 employee leaves the bargaining unit for any reason. The deduction shall
35 terminate the first full pay period after the employee leaves the bargaining
36 unit. The Union shall receive notice of the termination on reports submitted
37 by the Employer to the Union as required by this Agreement.
38

39 1.2.6 The Union shall indemnify, defend and save the Employer
40 harmless against any and all claims, demands, suits or other forms of
41 liability that shall arise out of or as a result of any conduct taken by the
42 Employer for the purpose of complying with this section.
43

1 **1.3 Union Rights**

2
3 1.3.1 Neither party shall interfere with the internal operations of the other
4 party. Employee conversations related to the Union or politics that do not
5 interfere with employee productivity and performance shall not be
6 prohibited.

7
8 1.3.2 The Union has the right to elect or appoint Union representatives
9 and stewards in accordance with the Union's internal constitution and
10 policies. Union representatives and stewards are recognized as Union
11 leaders at worksites. Union representatives and stewards shall have
12 reasonable access to the premises of the Employer after giving
13 appropriate notice. Such visitations shall be for the purpose of
14 administering this Agreement. Union representatives or stewards may
15 request meetings as needed to prevent, clarify or resolve a problem.
16 Union representatives and/or stewards may only meet with employees
17 during the employee's work time if the meeting is approved in advance by
18 the employee's supervisor.

19
20 1.3.3 Employees who are appointed to the Union's negotiating team
21 shall be granted leave with pay to participate in the negotiation process in
22 accordance with the Merit System Ordinance and Administrative
23 Instruction 7-24.

24
25 1.3.4 The Union shall be provided paid leave under the following
26 circumstances:

27
28 1.3.4.1 A Union steward who schedules a meeting with an
29 Employer representative during the workday shall be credited with
30 paid leave or the time shall be considered time worked for duration
31 of the meeting provided the Employer representative and the Union
32 steward's direct supervisor have agreed to schedule the meeting.
33 The Union shall provide the Employer with a list of Union stewards
34 each year as changes are made. For the purposes of this provision,
35 all Union officials shall be considered stewards.

36
37 1.3.4.2 A Union steward or other Union representative may
38 schedule a meeting with an employee during the workday provided
39 the meeting takes place during the employee's lunch or break
40 period. If an employee with whom the Union wishes to meet during
41 the workday does not have a scheduled unpaid lunch or break
42 period, the employee and the steward or other Union representative
43 shall be provided a maximum of thirty (30) minutes to meet
44 provided the issue to be discussed is directly related to the
45 administration of this Agreement and the immediate supervisor has

1 approved the meeting. The approval shall not be unreasonably
2 denied.
3

4 1.3.4.3 A Union steward shall be on paid time when attending a
5 pre-determination hearing requested by a bargaining unit
6 employee, a grievance hearing when requested by a bargaining
7 unit employee and a Labor or Personnel Board meeting when
8 charges or other matters directly affecting employees represented
9 by the steward are being addressed. Unless otherwise approved by
10 the Human Resources, the Union shall be limited to one (1)
11 employee representative on paid leave per hearing.
12

13 1.3.5 The President/designee shall be provided a maximum of sixteen
14 (16) hours paid leave per week to facilitate positive labor-management
15 relations between the Employer and employees represented by the Union
16 and to resolve issues at the lowest possible level. The President may
17 designate an alternative employee for this leave provided the President is
18 on approved leave for the time designated.
19

20 1.3.5.1 The Union President/designee shall submit a written
21 tentative schedule of Union activity to the President/designee's
22 immediate supervisor prior to the beginning of each week's work.
23 Changes in these schedules shall be brought to the immediate
24 supervisor's attention as soon as possible. The President/designee
25 shall submit a written log of activities related to this paid time to the
26 Union President's/designee's immediate supervisor and the Human
27 Resources Department following each week of Union work. The log
28 shall be submitted no later than the week following the activities.
29

30 1.3.5.2 A Union member may be granted a leave without pay for
31 up to one (1) year. Conducting Union business shall not be a
32 reason for denying a request for leave without pay. The employee
33 shall be allowed to maintain benefits during leave without pay
34 status and shall be responsible for full contributory benefits when in
35 unpaid status for more than one (1) full pay period. The Employer
36 shall return and employ the member who has taken leave without
37 pay to the same or equivalent position, status and pay including
38 any anniversary increases or general wage increases paid to
39 employees of the bargaining unit during the Union member's leave.
40 It will be the responsibility of the Union member to contact the
41 Human Resources Department, Insurance and Benefits office
42 manager to make proper arrangements.
43

44 1.3.6 The Employer shall provide the Union with an Employer bulletin
45 board dedicated exclusively for Union use at each worksite to post Union
46 approved material. The Union steward at the worksite and the worksite

1 supervisor will jointly designate the space provided. The posted literature
2 shall not include politically partisan material or any content that is
3 personally derogatory.
4

5 1.3.7 Properly labeled outside and inter-departmental mail addressed
6 to employees and Union representatives shall be treated as confidential
7 and shall not be opened by office personnel.
8

9 1.3.8 The Union shall be permitted to meet new employees at each new
10 employee orientation meeting attended by bargaining unit employees. The
11 Union may meet with the employees before and after the orientation and
12 during any break scheduled by the Employer. If the Union assigns an
13 employee to represent the Union at an orientation meeting, the employee
14 may only use paid Union leave if the leave and the approval of the leave
15 are taken in accordance with the provisions set forth in Article 1.3.4
16 herein.
17

18 **1.4 Employer Rights**

19
20 1.4.1 Subject to existing law, the City reserves the following rights:

21
22 1.4.1.1 To direct the work of its employees;

23 1.4.1.2 To hire, promote, evaluate, transfer and assign
24 employees;

25 1.4.1.3 To demote, suspend, discharge or terminate employees
26 for just cause;

27 1.4.1.4 To determine staffing requirements;

28 1.4.1.5 To maintain the efficiency of the City government in
29 emergencies, and

30 1.4.1.6 To manage and to exercise judgment on all matters not
31 specifically prohibited by this Article or by the Agreement.

32 1.4.1.7 Neither party shall interfere with the internal operations of
33 the other party.
34

35 **1.5 Labor Management Committee**

36
37 1.5.1 A Union-Employer Committee (UEC) shall be established.
38 The UEC shall be composed of two (2) employees appointed by the Union
39 and two (2) employees appointed by the Employer. The UEC shall
40 normally meet during the employee workday on a monthly basis. Overtime
41 shall not be paid to an employee for time spent on the UEC.
42

43 1.5.2 The parties agree to include in the meetings additional
44 persons as the need for their attendance arises.
45

46 1.5.3 The UEC shall address the implementation of this Agreement

1 and any other issue of concern to either party. The parties shall prepare
2 and exchange agenda items at least three (3) work days in advance of the
3 meeting, unless mutually agreed otherwise.
4

5 1.5.4 The UEC shall not be permitted or empowered to negotiate any
6 provision that amends this Agreement or any provision that violates this
7 Agreement.
8

9 **1.6 Bargaining Unit Information, Accretion**

10
11 1.6.1 The Employer shall provide the Union at least once every three
12 (3) months one (1) computer diskette or compact disc containing the
13 following information:
14

15 1.6.1.1 Names, addresses and phone numbers of bargaining unit
16 employees; the addresses and phone numbers shall be used in a
17 manner consistent with the settlement agreement between the
18 Union and the City that established the Union's right to the
19 addresses and phone numbers;
20

21 1.6.1.2 Organizational code for each name and a key for each
22 organizational code;

23 1.6.1.3 Date of hire for each employee;

24 1.6.1.4 M Series grade for each bargaining unit employee;

25 1.6.1.5 Current hourly rate for each employee;

26 1.6.1.6 FLSA status for each employee, and

27 1.6.1.7 The number of employees enrolled in the Employer's
28 group insurance programs.
29

30 1.6.2 The Employer's department representatives shall assist the Union
31 with the identification of current employee worksites. The assistance shall
32 be provided upon request from designated Union representatives.
33

34 1.6.3 The information provided shall be kept confidential and shall be
35 used for the purpose of administering the Agreement.
36

37 1.6.4 The City and the Union will identify positions that are jointly
38 identified to be either included or excluded from the bargaining unit.
39 These positions will be included or excluded from the bargaining unit when
40 the employee currently occupying the position leaves the position
41 identified on the "Questionable" List ("Q" List) or "Union" List ("A" Lists)
42 prepared by the City's Human Resources Department. Recommendations
43 by either the Union or the City to include or exclude positions from the
44 bargaining unit shall be brought to the Union-Employer Committee (UEC)
45 for consideration.
46

1 1.6.5 If the parties agree that any such employees or job titles are
2 eligible for inclusion in the bargaining unit, those employees agreed upon
3 shall be added into the Stipulated Bargaining Unit by further stipulation of
4 the parties. At this time, the Employer shall identify positions or employees
5 who should be excluded from the unit under the City of Albuquerque's
6 Labor-Management Relations Ordinance. If the parties cannot reach
7 agreement, the Union or the Employer may submit the question of
8 whether any such employees or job titles are eligible for inclusion in the
9 bargaining unit under the City of Albuquerque Labor-Management
10 Relations Ordinance to the City of Albuquerque Labor-Management
11 Relations Board for determination. The determination(s) of the Labor-
12 Management Relations Board will be final, with neither side appealing
13 such determination(s) further. Both parties shall advise the Labor-
14 Management Relations Board that it is their mutual desire, intention and
15 agreement that any job titles or employees resolved by the Labor-
16 Management Relations Board in favor of the Union or the Employer will be
17 added to or deleted from the Stipulated Bargaining Unit.

18 2. PAY PROVISIONS

19 2.1 Pay Schedule

20 2.1.1 The hourly pay rates of bargaining unit employees earning \$14.42
21 per hour (\$30,000 per year) or less in effect on July 2, 2010 shall be
22 reduced by 0.0% effective July 3, 2010.
23
24

25
26 The hourly rate of bargaining unit employees earning \$14.43 per hour
27 (\$30,001 per year) or more effective July 2, 2010 shall be reduced by
28 1.5% effective July 3, 2010.
29

30 All hourly pay rates on all bargaining unit pay plans in effect on July 2,
31 2010 that are at \$14.42 per hour or lower will remain unchanged.
32

33 All hourly pay rates on all bargaining unit pay plans in effect on July 2,
34 2010 that are at \$14.43 per hour or higher shall be reduced by 1.5%
35 effective July 3, 2010.
36

37 Bargaining Unit employees earning \$14.42 per hour (\$30,000 per year) or
38 less shall take zero (0) days of leave without pay for the term of this
39 Agreement.
40

41 Bargaining Unit employees earning \$14.43 to \$28.84 per hour (\$30,001 to
42 \$60,000 per year) shall take two (2) days of leave without pay for the term
43 of this Agreement. These days will be scheduled between the Supervisor
44 and the employee. If the days have not been agreed upon between the
45 Supervisor and the employee by January 1, of each year of this

1
2
3
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8

Agreement, the Supervisor shall schedule the days to be taken without pay.

Bargaining Unit employees earning \$28.85 per hour (\$60,001 per year) or more shall take four (4) days of leave without pay for the term of this Agreement.

2.1.2 M – Series Pay Plan Effective July 3, 2010

Grade	Probation					
Steps	1	2	3	4	5	6
M11	12.22	13.22	14.37	15.84	17.45	19.24
M12	13.85	14.77	16.30	17.98	19.83	21.83
M13	15.66	16.97	18.72	20.63	22.75	25.06
M14	17.36	18.81	20.71	22.85	25.20	27.77
M15	19.14	20.70	22.84	25.17	27.77	30.58
M16	21.04	22.79	25.12	27.70	30.55	33.66
M17	23.27	25.19	27.76	30.59	33.78	37.21
M18	26.41	28.59	31.52	34.75	38.33	42.24
M19	29.22	31.62	34.87	38.43	42.41	46.74
M20	32.18	34.86	38.42	42.36	46.74	51.51

1 2.1.3 Police Communication Shift Supervisor Pay Plan Effective July 3,
2 2010
3
4

5

STEP		1	2	3	4
GRADE	JOB CODE	PROBATION			
M1		20.57	22.38	23.56	24.80
M1C	4F30AM	21.57	23.38	24.56	25.80

6
7
8
9
10
11
12

13 2.1.4 There shall be no step movement on the salary schedule for the
14 duration of this Agreement.
15

16 **2.2 Transitional Bridge (Longevity) Pay for Members**
17

18 2.2.1 Until negotiated and ratified otherwise the following shall be paid to
19 eligible employees:
20

21 2.2.1.1 Each employee with five (5) continuous years' service with
22 the Employer shall receive) fifty dollars (\$50.00) each pay period.
23

24 2.2.1.2 Each employee with ten (10) continuous years' service
25 with the Employer shall receive seventy-five dollars (\$75.00) each
26 pay period.
27

28 2.2.1.3 Each employee with fifteen (15) continuous years'
29 service with the Employer shall receive one hundred dollars
30 (\$100.00) each pay period.
31

32 2.2.1.4 Each employee with twenty (20) or more continuous years
33 of service with the Employer shall receive one hundred twenty-five
34 dollars (\$125.00) each pay period.
35

36 **2.3 Overtime**
37

38 2.3.1 As a condition of employment, employees may be required to
39 work overtime. Overtime work for City employees is generally
40 discouraged; however when overtime is required for non-exempt
41 employees, compensation must be in accordance with the Fair Labor
42 Standards Act (FLSA) and this Agreement. Paid time will be considered
43 hours worked for purposes of calculating overtime.
44

45 2.3.2 A non-exempt employee shall not work more than the regularly
46 scheduled forty (40) hour workweek without prior approval of the

1 department director or immediate supervisor as designated by the
2 director. Working overtime without prior approval is considered just cause
3 for disciplinary action up to and including termination.
4

5 2.3.3 Overtime payment may be in the form of cash or compensatory
6 time, which is limited to a maximum accrual of sixty (60) hours. All
7 accrued compensatory time must be utilized within 180 days of accrual. If
8 not used the balance shall be paid to the employee on the next regularly
9 scheduled payroll.
10

11 2.3.4 Each section, or division where sections do not exist, shall
12 maintain a class seniority list in descending order where the most senior
13 non-exempt employee is listed first.
14

15 2.3.5 If overtime is required in a division or section, the division
16 manager or section head shall schedule overtime to non-exempt
17 employees on the basis of seniority unless the division manager or section
18 head determines in good faith that the overtime assignment requires
19 specific job skills/license/experience that warrant the assignment of an
20 employee who may not be most senior. Non-exempt employees shall be
21 offered overtime work on a rotational basis from the class seniority list.
22 The first employee on the list is offered overtime first. When an employee
23 works the requested overtime, the employee shall be rotated to the bottom
24 of the list. If an employee declines overtime, the subsequent employee on
25 the list shall be offered the overtime until all employees on the list have
26 been offered the overtime. If all non-exempt employees decline overtime
27 work the Employer shall assign overtime on a rotational basis in reverse
28 order of the class seniority list.

29 3. INSURANCE COVERAGE and BENEFITS

30 3.1 Premium Costs

31 3.1.1 The City will pay 80% of the group health and dental
32 insurance premium and the employee will pay 20% of the premium
33 plans offered by the City.
34

35 3.1.2 The Employer shall assume 100% of the group life insurance
36 program.
37

38 3.1.3 The employee shall assume 100% of the Optional
39 Supplemental Life Insurance premium.
40

41 3.2 Insurance Programs

42
43
44

1 3.2.1 Group Life Insurance: Employees hired into classified or
2 unclassified positions working twenty (20) hours or more per week,
3 receive life insurance protection effective the date of hire at no cost to the
4 employee. The amount of protection is determined according to the
5 employee's basic annual earnings. Protection will be adjusted annually, if
6 necessary, to correspond to pay rate changes. Upon terminating the
7 group life insurance will cease on the last day of employment. Upon
8 retirement, an employee will continue to be covered by the Employer's
9 plan at no cost to the employee. Coverage will be one-half of the
10 coverage reflected on the most recent annual life insurance adjustment
11 report immediately prior to retirement. Employees categorized as
12 temporary, seasonal, student or part-time working less than twenty (20)
13 hours per week are not eligible to participate in the Group Life Insurance
14 programs.

15
16 3.2.2 Supplemental Life Insurance: Employees working twenty (20) hours
17 or more per week, their spouses and dependent children may participate
18 in supplemental life insurance program offered by the City. Spouse,
19 domestic partner and dependents are eligible to be included on the same
20 date the employee becomes insured, within thirty-one (31) days of the
21 date the employee acquires an eligible dependent, during the annual open
22 enrollment period or upon a qualifying event. Other enrollments or
23 changes may be made at any time, however, they are subject to approval
24 by the insurance company underwriter. The total premium cost is the
25 responsibility of the employee with no contribution by the Employer.

26
27 3.2.2.1 Supplemental life insurance will continue through the end
28 of the pay period in which the employee terminated. Conversion
29 may be made to an individual policy when City employment ceases.

30
31 3.2.2.2 Employees categorized as temporary, seasonal, student
32 or part-time working less than twenty (20) hours per week are not
33 eligible to participate in the Supplemental Life Insurance programs.

34
35 3.2.3 Health and Dental Insurance: Employees in classified or
36 unclassified positions working twenty (20) hours or more per week are
37 eligible for health and dental insurance. Employees may enroll without a
38 medical examination within thirty-one (31) days of the date on which
39 employment begins or during the annual open enrollment period.

40
41 3.2.3.1 Coverage begins on the first day of the pay period
42 immediately following submittal of enrollment documents when
43 enrollment forms are submitted within the thirty-one (31) day
44 eligibility period but after the first day at work. If new hires elect to
45 submit the enrollment forms before their first day of work, coverage
46 may then begin on the first day of work. Spouse, domestic partner

1 and dependents are eligible to be included on the same date the
2 employee becomes insured, within thirty-one (31) days of the date
3 the employee acquires an eligible dependent, during the annual
4 open enrollment period or upon a qualifying event. All information
5 recorded by the insured on the City enrollment form is subject to
6 verification. The Employer and the employee share the cost of
7 contributory premiums. The Employer retains the right to modify the
8 plan of benefits or premium structure during annual renewal
9 negotiations.

10
11 3.2.3.2 Employees are required to notify the Employer's
12 Insurance and Benefits Office of a divorce, legal separation or
13 changes in status of a dependent child within thirty (30) days after
14 the date of the event. Failure to provide notification will result in
15 cancellation of benefit coverage for dependents.

16
17 3.2.3.3 Under the Health Insurance Portability and Accountability
18 Act (HIPPA) an employee may enroll within thirty-one (31) days of
19 the date the employee marries or acquires a child through birth or
20 adoption.

21
22 3.2.3.4 Employees categorized as temporary, seasonal, student,
23 intern, or part-time working less than twenty (20) hours per week
24 are not eligible to participate in the Group health or dental
25 Insurance programs.

26
27 3.2.4 Reinstated Employees: Employees reinstated, as the result of an
28 administrative or judicial action must contact the Employer's Insurance &
29 Benefits Office within thirty-one (31) days of reinstatement to arrange for
30 health care benefits if there was participation prior to cancellation of
31 benefits. Documentation authorizing the reinstatement must be provided
32 to the Employer's Insurance & Benefits Office at the time of enrollment.

33
34 3.2.5 Loss of Non-City Sponsored Health Care Coverage: Employees
35 working twenty (20) hours or more per week and/or eligible dependents
36 covered under a non-Employer sponsored health care plan that is
37 terminated through no fault of the insured may enroll under a Employer
38 health care plan within thirty-one (31) days of termination of prior
39 coverage. Employees must submit proof of prior coverage and proof of
40 termination of coverage.

41
42 3.2.6 Payment of Insurance During Leave Without Pay: Employees in an
43 unpaid status for one (1) full pay period or longer must make
44 arrangements for direct payment of contributory insurance benefits.
45 Failure by employees to make direct payments will result in cancellation of

1 optional contributory insurance coverage. Employees will not be allowed
2 to re-enroll until the next open enrollment period.

3 4 **3.3 Continuation of Health Insurance**

5
6 3.3.1 The Consolidated Omnibus Budget Reconciliation Act (COBRA) of
7 1986 provides for the continuation of health care coverage for a covered
8 employee and covered dependents due to a qualifying event that causes
9 loss of health coverage.

10
11 3.3.2 To be eligible for COBRA coverage, the qualified beneficiary must
12 be enrolled in the Employer's group health plan on the day before the
13 qualifying event takes place, or a child is born to or placed for adoption
14 with a covered employee during the COBRA coverage period.

15
16 3.3.3 A qualifying event is defined as termination of employment (other
17 than for gross misconduct) or reduction in hours of employment; death of
18 a covered employee, a divorce or legal separation of a spouse from a
19 covered employee; entitlement to Medicare of a covered employee; the
20 child no longer satisfies the plan's definition of a dependent child.

21
22 3.3.4 COBRA continuation coverage may be available for eighteen (18)
23 months in the event of termination or thirty six (36) months in the event of
24 death, divorce/legal separation, and entitlement to Medicare or loss in
25 dependent status.

26
27 3.3.5 The covered employee or dependent is required to notify the
28 Employer's Human Resources Department, Insurance and Benefits Office
29 of a divorce, legal separation, or change in the status of a dependent child
30 within sixty (60) days after the date of the event. If notification is not
31 received within this time period, COBRA continuation coverage will not be
32 provided.

33
34 3.4 If at any time during the term of this Agreement a "request for
35 proposal" (RFP) is issued that may result in changes to medical, dental or
36 vision insurance coverage, AFSCME Council 18 New Mexico will appoint
37 a Union Representative to participate on the committee recommending the
38 provider(s).

39 **4. RETIREMENT PLAN**

40 41 **4.1 NM Public Employees Retirement Association (P.E.R.A.)**

42
43 4.1.1. The City will continue to provide P.E.R.A. Municipal General
44 member Coverage Plan 3 to all employees. The City will pay seventy-five

1 percent (75%) of the Employee's portion with the Employee paying the
2 remaining twenty-five percent (25%).

3 **5. VACATION LEAVE**

4
5 **5.1 Vacation Leave**

6
7 5.1.1 Vacation leave will accrue on a bi-weekly basis from the date of
8 current employment. No vacation leave may be granted before it is
9 accrued. Vacation leave will accrue through December 31 each year and
10 the excess of seventy-eight (78) bi-weekly accruals will be dropped from
11 the record at the end of the pay period containing December 31 unless the
12 employee is in Early Retirement or has an effective retirement date of 1/1
13 of the following year. An employee separating from the Employer's
14 employment will be compensated for the balance of their unused vacation
15 computed to the date of separation. When a legal holiday, which would
16 have been a regular workday for the employee, occurs during vacation, it
17 shall not be charged as vacation leave but as a holiday.
18

19 5.1.2 In the event an employee exhausts their paid vacation leave during
20 a pay period the accruals must be prorated based on the number of paid
21 hours during the pay period. Part-time employees working twenty (20)
22 hours or more per week will receive vacation leave on a prorated basis.
23 Employees categorized as temporary, seasonal, student or part time
24 working less than twenty (20) hours per week are not eligible for vacation
25 leave.
26

27 5.1.3 Scheduling Vacation Leave: Vacation leave must be approved at
28 least twenty-four (24) hours in advance of the time it is taken unless
29 specified otherwise by the department director in order to accommodate
30 the particular staffing needs of their departments.
31

32 **5.2 Vacation Leave Accrual Rates**

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

34 **6. SICK/ ILLNESS LEAVE**

35
36 **6.1 Sick Leave**

1 6.1.1 Employees working a forty (40) hour work-week shall accrue sick
2 leave at the rate of 3.70 hours bi-weekly up to a maximum of 1,200 hours.
3 No sick leave may be granted before it is accrued.
4

5 6.1.2 In the event an employee exhausts their paid sick leave during a
6 pay period the accruals must be prorated based on the number of paid
7 hours during the pay period.
8

9 6.1.3 Provided the employee has an accrued sick leave balance, sick
10 leave may be granted for absence from duty because of personal illness,
11 illness of a spouse, domestic partner, son, daughter, or parent as these
12 terms are defined in Section 401.11, L. of the Personnel Rules and
13 Regulations. Personal illness is defined to include scheduled doctor's
14 appointments for health examination, evaluation and/or treatment.
15 Doctor's appointments may require documentation. Hours worked in
16 addition to the regularly scheduled workweek will not entitle the employee
17 to additional sick leave benefits.
18

19 6.1.4 Part-time employees working twenty (20) hours or more per work-
20 week will receive sick leave on a prorated basis. Employees categorized
21 as temporary, seasonal, student or part time working less than twenty (20)
22 hours per week are not eligible for sick leave.
23

24 6.1.5 Certification of Sick Leave: Employees absent from work where
25 such absence is chargeable to sick leave, may be required to provide their
26 supervisor with a doctor's statement certifying the absence from work was
27 due to illness or injury and the employee is now able to perform the
28 essential functions of the job. Any employee taking sick leave shall, upon
29 returning to work, complete a Request for Leave form (P-30), indicating
30 the type of sick leave claimed and the dates of absence.
31

32 6.1.5.1 Employees who make a false claim for sick leave, sign a
33 certificate/statement containing a false statement, refuse to be
34 examined by a doctor selected by the Employer, or fails to
35 cooperate in any investigation by the Employer of their claim for
36 sick leave shall not be entitled to any leave with pay for the time in
37 dispute. Such actions are considered just cause for disciplinary
38 action up to and including termination.
39

40 6.1.6 Sick Leave Clearance: Employees returning after five (5) or more
41 consecutive workdays of sick leave must submit to the Human Resources
42 Department a release from their personal physician. The Human
43 Resources Department will then refer the employee to the Employee
44 Health Clinic for a return to work clearance and certification that the
45 employee is able to perform the essential functions of the job. However,
46 nothing will prohibit a supervisor from requesting a sick leave clearance

1 from employees returning from a period of less than five (5) consecutive
2 workdays of sick leave.
3

4 **6.2 Sick Leave Conversion** 5

6 6.2.1 The maximum sick leave accumulation for classified employees will
7 be 1,200 hours for a forty (40) hour work-week or a prorated amount for a
8 regular workweek other than forty (40) hours unless otherwise specified by
9 this Agreement.
10

11 6.2.2 Employees who have reached the specified accumulation levels
12 listed below may exercise one of the available options. The option to
13 convert sick leave will be offered only in November of each year.
14 Employees electing to not convert sick leave will continue to accrue sick
15 leave up to the maximum of 1200 hours.
16

17 6.2.3 The following conversion formula will be used to convert
18 accumulated sick leave unless otherwise specified in a collective
19 bargaining agreement:
20

21 6.2.3.1 Sick leave accumulation over 500 hours may be converted
22 at:

23 6.2.3.1.1 Three (3) hours of sick leave to one (1) hour of
24 vacation, or
25

26 6.2.3.1.2 Three (3) hours of sick leave to one (1) hour cash
27 payment.
28

29 6.2.3.2 Sick leave accumulation over 850 hours may be converted
30 at:

31 6.2.3.2.1 Two (2) hours of sick leave to one (1) hour of
32 vacation, or
33

34 6.2.3.2.2 Two (2) hours of sick leave to one (1) hour cash
35 payment.
36

37 6.2.3.3 Sick leave accumulation over 1,200 hours must be converted
38 at:

39 6.2.3.3.1 Three (3) hours of sick leave to two (2) hours of
40 vacation, or
41

42 6.2.3.3.2 Three (3) hours of sick leave to two (2) hours cash
43 payment.
44

45 6.2.4 Sick Leave Conversion at Retirement
46

1 6.2.4.1 An employee may convert 100% of accumulated sick
2 leave to be applied to early retirement leave immediately prior to
3 the effective date of retirement. Refer to Section 403.10 of the
4 Personnel Rules and Regulations.

5
6 6.2.4.2 Employees may convert 100% of both sick and vacation
7 leave accumulation to cash payment at the time of retirement.

8
9 **6.2.5 Sick Leave Conversion at Termination**

10
11 6.2.5.1 An employee who has an accumulation of sick leave of
12 between 500 hours and the maximum accrual will, upon termination
13 of employment, be allowed to convert accumulated sick leave in
14 excess of 500 hours on the basis of three (3) hours of sick leave to
15 one (1) hour of cash payment. This applies regardless of the option
16 the employee selects in November of each year.

17
18 6.2.5.2 This benefit does not apply to employees terminated for
19 cause. Employees terminated for cause will not be allowed to
20 convert their accrued sick leave to cash payment.

21
22 **6.3 Sick Leave Death Benefit**

23
24 6.3.1 Upon the death of a City employee, the City will pay cash to the
25 designated beneficiary (as identified in the City's life insurance policy) for
26 sick leave accrued by the employee. The employee must be in an
27 employment status that authorizes the accrual of sick leave benefits.

28
29 **6.4 Donation of Sick/ Vacation Leave**

30
31 6.4.1 Donation of sick/vacation leave is designed to assist employees
32 with a minimum of two (2) years continuous service who have exhausted
33 all accrued leave and who have no other paid leave options available.
34 This leave may be granted only in the event of a long-term catastrophic or
35 life-threatening illness or injury to the employee, the employee's spouse,
36 domestic partner, child or parent. Only an employee whose exceptional
37 performance has been established shall be eligible to request leave
38 donations under this program.

39
40 6.4.2 Eligibility for Donated Leave: Employees with a minimum of two (2)
41 years service are eligible to request donated leave. To request donated
42 leave, an employee must have exhausted all accrued leave and have no
43 other paid leave options available.

1 6.4.3 Leave donations will be granted only in case of a long-term
2 catastrophic or life threatening illness or injury to the employee, the
3 employee's spouse, domestic partner, child or parent.
4

5 6.4.4 An employee must not have received donated leave, injury time or
6 hardship leave in the twelve (12) months preceding the request.
7

8 6.4.5 A joint Sick Leave Donation Task Force composed of two (2) Union
9 appointees and two (2) City employees appointed by the Employer shall
10 review requests and submit decisions to the Employer's Human
11 Resources Director for implementation.
12

13 6.4.6 Procedure for Donated Leave:
14

15 6.4.6.1 An eligible employee may request a donation of leave by
16 submitting an application to the department director which shall
17 include the following:
18

19 6.4.6.1.1 The name, Social Security number and rate of pay
20 of the proposed leave recipient;
21

22 6.4.6.1.2 A description of the long-term catastrophic or life
23 threatening illness which has prompted the request for
24 donation of sick/vacation leave to include a medical
25 statement including the diagnosis, prognosis, required
26 treatment and anticipated return to work date;
27

28 6.4.6.1.3 The anticipated amount of donated leave the
29 recipient will require; and
30

31 6.4.6.1.4 Any other information, which may be required by
32 the department director or the Task Force to make a
33 determination regarding the request.
34

35 6.4.6.2 The department director will review the request and
36 determine whether the requesting employee meets the eligibility
37 criteria. The department director will submit the application for
38 leave donation to the Task Force for approval.
39

40 6.4.6.3 The Task Force will review the request and ensure the
41 request is supported with a medical determination regarding the
42 long-term catastrophic or life-threatening situation. If approved,
43 leave donations will first be solicited for a period of two (2) weeks
44 within the department of the affected employee.
45

1 6.4.6.4 If insufficient leave is donated within the employee's
2 department, the department director and/or the Task Force will
3 request the Human Resources Department to recommend to the
4 Chief Administrative Officer that donations be solicited citywide. If
5 approved by the Chief Administrative Officer, leave donations may
6 be solicited from other departments for a period of two (2) weeks.
7

8 6.4.6.5 The department director will coordinate, with the Payroll
9 Section of the Department of Finance and Administrative Services,
10 the transfer of donated hours provided that employees donating
11 vacation have a sufficient number of accrued hours at the time of
12 transfer. Donated sick leave will be converted in accordance with
13 the sick leave conversion formula provided for in Section 401.4 C of
14 the regulations before transferring hours to the recipient.
15

16 6.4.7 Conditions of Donated Leave 17

18 6.4.7.1 Donated leave will be converted to a dollar value and then
19 converted to hours based on the recipient's hourly rate.
20

21 6.4.7.2 Donated leave must be charged to FMLA leave if the
22 recipient has not exhausted the twelve (12) weeks FMLA
23 entitlement.
24

25 6.4.7.3 Donated leave may be requested only one (1) time during
26 a twelve (12) month period.
27

28 6.4.7.4 Recipients of donated leave are responsible for notifying
29 their department director and the Employer Payroll Section of any
30 change in status requiring the termination of donated leave status.
31

32 6.4.7.5 The leave recipient will not accrue vacation or sick leave
33 while on donated leave status.
34

35 6.4.7.6 No new enrollments or increases will be allowed to a
36 deferred compensation account while an employee is on donated
37 leave.
38

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

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

1 6.4.7.9 Provisions regarding the confidentiality of medical records
2 and information shall govern. Posted solicitation for donated leave
3 will ensure the privacy of medical information. Disclosure of such
4 information may be made only with the express written consent of
5 the affected employee.
6

7 6.4.7.10 Donated leave will not be granted as an extension of
8 leave without pay of more than two (2) weeks, injury time or
9 hardship leave. Donation of sick/vacation leave is strictly voluntary.
10 Denial of a request to solicit donated leave may not be grieved.
11

12 **6.5 Bereavement Leave**

13
14 6.5.1 A maximum of three (3) days sick leave may be used in case of
15 death in the employee, spouse, or domestic partner's immediate family.
16 An additional day may be granted for every 500 miles travel one-way from
17 Albuquerque required to attend funeral services. Leave will be charged to
18 sick emergency and proof of death may be required. For purpose of this
19 section, immediate family is defined as spouse, child, stepchild, parent,
20 stepparent, mother-in-law, father-in-law, brother, sister, grandparent,
21 grandchild or any individual for whom the employee is a court appointed
22 legal guardian. It also includes a domestic partner and the child,
23 stepchild, parent, stepparent, brother, sister, grandparent or grandchild of
24 the domestic partner.
25

26 **6.6 Family and Medical Leave Act (FMLA)**

27
28 6.6.1 FMLA shall be administered in accordance with the Act. The City
29 Personnel Rules & Regulations regarding FMLA, where not in conflict,
30 shall apply.

31 **7. RECOGNIZED HOLIDAYS**

32 **7.1 Paid Holidays**

33
34
35 7.1.1 Employees shall be granted ten (10) paid holidays each year. The
36 Chief Administrative Officer shall announce annually the paid holidays for
37 employees. An employee must be in a paid status for the full workday
38 immediately before and full workday immediately after the holiday in order
39 to be paid for the holiday.
40

41 7.1.2 With the written approval of the department director or designee, an
42 employee shall be allowed to take a paid holiday as a floating paid holiday
43 within one (1) calendar year after the holiday.
44

1 7.1.3 If a paid holiday falls on a Saturday or an employee's first day off,
2 the paid holiday will be observed on the previous Friday or the previous
3 workday. If a paid holiday falls on a Sunday or an employee's last day off,
4 the paid holiday will be observed on the last workday or the next workday
5 as determined by the employee's immediate supervisor after consulting
6 with the employee.

7 8 **7.2 Holiday Pay**

9
10 7.2.1 Non-exempt employees who are required to work on an observed
11 holiday shall be compensated at the rate of 2-1/2 times their hourly rate
12 including any pay differential.

13
14 7.2.1.1 An exempt employee shall only be required to work on a
15 designated holiday if the employee's supervisor determines that the
16 employee's work on the holiday is a work necessity.

17 **8. MILITARY LEAVE**

18 19 **8.1 Members of Organized Reserve Units**

20
21 8.1.1 Military Leave of Absence: Employees who are members of the
22 National Guard, Air National Guard or any organized reserve unit of the
23 Armed Forces of the United States, including the Public Health Services,
24 are granted:

25
26 8.1.1.1 The equivalent of fifteen (15) 8-hour work days of paid
27 military leave per calendar year. This leave, while normally used for
28 annual training purposes, may also be used for pre-deployment training or
29 active duty service.

30
31 8.1.1.2 The equivalent of an additional fifteen (15) 8-hour work
32 days of paid military leave per calendar year if the employee is mobilized
33 to active duty by the President of the United States in support of
34 operations overseas, in defense of our nation, or in response to national
35 disasters, or in response to an emergency declared by the Governor of
36 New Mexico. This additional leave may be used for pre-deployment
37 training or active duty service.

38
39 8.1.2 The maximum paid military leave is 240 hours per calendar year for
40 employees, who are members of organized reserve units, regardless of
41 the purpose for which that paid military leave is used.

42
43 8.1.3 Employees whose military commitment requires leave time in
44 excess of that granted above may elect to: (1) be placed into unpaid
45 military leave of absence status; or (2) to use accrued vacation leave, in

1 whole or in part, during their period of military leave. When an employee
2 has used all available paid military leave and paid vacation leave, that
3 employee will be placed into unpaid military leave of absence status for
4 the balance of their military leave period.
5

6 **8.2 Vacation and Sick Leave Accruals While in Military Active Duty** 7 **Status**

8
9 8.2.1 Employees mobilized to active duty by the President of the United
10 States on or after September 12, 2001 in support of operations overseas,
11 in defense of our nation, or in response to national disasters will continue
12 to accrue vacation and sick leave at the same accrual rate as if the
13 employee was not on active military duty during all periods of active
14 military duty, regardless of whether the military leave of absence is paid or
15 unpaid.
16

17 8.2.2 This accrual shall continue while the employee is in active military
18 duty status and until the employee returns to City employment, or until the
19 employee notifies the City of their resignation from City employment or
20 their intention not to return to City employment at the end of their active
21 military duty, whichever date is earlier.
22

23 8.2.3 Any vacation or sick leave accrual allowed to an employee in
24 active military duty status between September 12, 2001 and October 1,
25 2004 may not be converted to cash upon the completion of that person's
26 City employment.
27

28 **8.3 Health Insurance Benefits While in Military Active Duty Status**

29
30 8.3.1 For employees mobilized to active duty by the President of the
31 United States on or after September 12, 2001 in support of operations
32 overseas, in defense of our nation, or in response to national disasters,
33 the City shall continue to pay the employer portion of health insurance
34 premiums for that employee to the same extent as if that employee were
35 not on active military duty status.
36

37 8.3.2 The employee in active military duty status must continue to make
38 timely payment of the employee portion of health insurance premiums to
39 the same extent as if that employee were not on active military duty
40 status. Failure to do so will result in termination of health insurance
41 coverage. It is the obligation of the employee on active military duty status
42 to notify the Insurance & Benefits Division of the Human Resources
43 Department on how the payments will be made.
44

45 8.3.3 Provided the employee is and remains current on all required
46 employee contributions to health insurance premiums, the City shall

1 continue to pay the employer portion of health insurance premiums while
2 the employee is in active military duty status and until the employee
3 returns to City employment, or until the employee notifies the City of their
4 resignation from City employment or their intention not to return to City
5 employment at the end of their active military duty, whichever date is
6 earlier.

7 8 **8.4 Members of Unorganized Reserve Units**

9
10 8.4.1 Employees who are members of unorganized reserve components,
11 as sanctioned by the State of New Mexico, or the Federal government, are
12 granted:

13
14 8.4.1.1 The equivalent of fifteen (15) 8-hour work days of paid
15 military leave per calendar year. This leave is for the purpose of
16 attending organized courses of instruction or training;

17
18 8.4.1.2 The equivalent of fifteen (15) 8-hour work days of paid
19 military leave per calendar year if the employee is mobilized to
20 active duty by the President of the United States in support of
21 operations overseas, in defense of our nation, or in response to
22 national disasters, or in response to an emergency declared by the
23 Governor of New Mexico. This leave may be used only for active
24 duty service.

25
26 8.4.2 The maximum paid military leave is 240 hours per calendar year
27 for employees who are members of unorganized reserve units, regardless
28 of the purpose for which that paid military leave is used.

29
30 8.4.3 Employees whose military commitment requires leave time in
31 excess of that granted above may elect to: (1) be placed into unpaid
32 military leave of absence status; or (2) to use accrued vacation leave, in
33 whole or in part, during their period of military leave. When an employee
34 has used all available paid military leave and paid vacation leave, that
35 employee will be placed into unpaid military leave of absence status for
36 the balance of their military leave period.

37 38 **8.5 General Provisions**

39
40 8.5.1 In no case shall the hours of paid military leave in a calendar year
41 exceed the maximum number of hours provided above, even though the
42 maximum number of hours is calculated by reference to "work days".

43
44 8.5.2 All military leave pay is paid at the employee's straight-time rate of
45 pay.
46

1 8.5.3 Employees working on a part-time basis will be granted paid
2 military leave on a prorated basis.
3

4 **8.6 Transition Provision**
5

6 8.6.1 Any employee who has received paid military leave prior to
7 October 1, 2007 in excess of the maximum amount allowable in any
8 calendar year under the terms of this Agreement shall not be required to
9 reimburse the City for the excess.

10 **9. OTHER LEAVE WITH PAY**
11

12 **9.1 Requests for Paid Leave**
13

14 9.1.1 Requests for paid leave will be submitted for approval on the
15 Request for Leave of Absence Form (P-30). Requests shall include any
16 necessary documentation. If an employee is absent from duty without prior
17 authorization, the employee shall notify the employee's immediate
18 supervisor and explain the circumstances of the absence no later than one
19 (1) hour after the regular scheduled time to report to duty or as required by
20 the department. The proper forms shall be completed as soon as possible
21 upon return to work.
22

23 **9.2 Birthday Leave**
24

25 9.2.1 Leave with pay for an employee's birthday is authorized for any
26 employee who is in a pay status. The number of hours of authorized
27 birthday leave will be based on the employee's current approved work
28 schedule at the time the employee takes the leave. If the employee's
29 birthday falls on a normal day off, or at the employee's discretion, the
30 employee may request an alternate day off. This alternate day must be
31 approved at least twenty-four (24) hours in advance and must be taken
32 within one (1) calendar year after the actual birthday. Employees
33 categorized as temporary, seasonal, student or part time working less
34 than twenty (20) hours per week are not eligible for birthday leave.
35

36 **9.3 Blood Donation Leave**
37

38 9.3.1 An employee donating blood during an organized Employer
39 sponsored blood drive will receive two (2) hours leave with pay for
40 donating blood. Employees shall be required to obtain prior approval of
41 from their immediate supervisors for the leave through the submittal of a
42 Request for Leave of Absence form (P-30) accompanied by the donation
43 certificate.
44

1 **9.4 Managerial Leave**

2
3 9.4.1 Employees who are exempt under Fair Labor Standards Act
4 (FLSA) shall be required to perform certain functions regardless how
5 many hours are required to complete assigned tasks. Departments shall
6 use flexible work schedules, when appropriate, to assist these employees.
7 However, unusual circumstances may occur when an extra demand is
8 placed on an employee that requires work involving a substantial number
9 of hours that cannot be accommodated through flexible work schedules.

10
11 9.4.2 When these unusual circumstances occur, a FLSA exempt
12 employee who is required to perform this work in addition to or outside the
13 employee’s regular work schedule shall be eligible for paid managerial
14 leave if approved by the department director. Regular scheduled meetings
15 or assignments outside of the regular workday, shall be considered as
16 justification for managerial leave.

17
18 9.4.3 Managerial leave must be used within one (1) calendar year of the
19 award or the balance will be dropped from the employee’s leave record.

20
21 9.4.4 Each City Department shall prepare a Managerial Leave Policy for
22 exempt employees and submit the policy to the City’s Chief Administrative
23 Officer (CAO) for approval. Upon request, Union stewards in each
24 department shall be permitted to consult with the department director or
25 the director’s designee concerning the contents of the policy prior to
26 submission of the policy by the department to the CAO. The City’s Human
27 Resources Department shall assist the departments in the development of
28 the policies.

29
30 **9.5 Administrative Leave**

31
32 9.5.1 Chief Administrative Officer approval must be obtained prior to
33 placing an employee on administrative leave.

34
35 9.5.2 Administrative leave with pay may be authorized for a loaned
36 executive. A written request for a loaned executive must be submitted to
37 the Chief Administrative Officer, which includes the period of time, direct
38 benefit to the Employer, and the specialty or expertise requested. The
39 Employer will negotiate the terms and conditions of the loaned executive
40 including salaries, benefits and operating expenses.

41
42 9.5.3 Requests for a loaned executive will be for a period not to exceed
43 six (6) months, however the Chief Administrative Officer may extend the
44 term under exceptional circumstances. The loaned executive will prepare
45 and submit a report of accomplishment to the Chief Administrative Officer
46 and department director upon completion of the assignment.

1
2 9.5.4 Administrative leave with pay may be authorized by the Chief
3 Administrative Officer for services or activities of employees outside the
4 scope of their employment, which can reasonably be anticipated, directly
5 or indirectly, to benefit the Employer. Such leave will not exceed eighty
6 (80) hours.
7

8 9.5.5 An employee may be placed in administrative leave status during
9 the period of an investigation. Such leave may be given with or without
10 pay for good and sufficient reason that the Chief Administrative Officer
11 considers to be in the best interest of the Employer's service.
12 Administrative leave during an investigation shall be limited to thirty (30)
13 workdays. Administrative leave in excess of fifteen (15) workdays shall
14 require approval by a committee composed of the Director of the Human
15 Resources Department and the City Attorney or their designees. During
16 this period of time, the Chief Administrative Officer may assign the
17 employee duties and responsibilities that are of benefit to the Employer.
18

19 **9.6 Hardship Leave**

20
21 9.6.1 Department directors shall submit requests for hardship leave to
22 the Human Resources Department on behalf of their employees. The
23 Director of Human Resources will forward the request to the Chief
24 Administrative Officer with a recommendation regarding approval. Leave
25 with pay may be granted for a period not to exceed six (6) calendar
26 months to classified and unclassified employees having at least five (5)
27 years of continuous service and twelve (12) calendar months to classified
28 and unclassified employees having at least ten (10) years continuous
29 service upon demonstration of extreme hardship due to a life threatening
30 personal injury or sickness of the employee. Part-time employees working
31 twenty (20) hours or more will receive benefits on a prorated basis.
32 Employees on hardship leave status will not accrue sick and vacation
33 leave.
34

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

1
2 9.6.3 Denial of a request for hardship leave may not be grieved.
3

4 **9.7 Jury Duty**
5

6 9.7.1 Employees who are called to serve on jury duty during normal work
7 hours shall be paid at their regular pay for the time served as a juror.
8 Employees shall reimburse the Employer for all compensation received for
9 such service performed during normal work hours. Employees are
10 responsible for notifying their supervisor of jury duty as soon as possible.
11 Supervisors should adjust the employee's work schedule to Monday
12 through Friday, 8:00 am to 5:00 pm, to accommodate the required jury
13 duty.
14

15 **9.8 Physical Examinations**
16

17 9.8.1 Each employee may utilize one-half (1/2) day paid leave per year
18 for the purpose of undergoing a physical examination. The leave shall not
19 be deducted from the employee's accumulated paid leave. Medical
20 documentation by the employee will be required.
21

22 **9.9 Leave to Vote**
23

24 9.9.1 Employees will be granted leave to vote in accordance with New
25 Mexico law. Department directors should schedule time taken to vote so
26 that offices remain open during normal working hours and the work of the
27 department is affected as little as possible. Departments will not grant time
28 off with pay to any employee whose normal workday begins more than
29 two (2) hours after the opening of the polls, or ends more than three (3)
30 hours prior to the closing of the polls. Time taken off for voting can be
31 used for no other purpose.
32

33 9.9.2 Department directors must grant this time off for voting if requested
34 by employees registered to vote. Proof of registration and eligibility may
35 be required.
36

37 9.9.3 Abuse of this time is considered just cause for disciplinary action up
38 to and including termination.
39

40 **9.10 Definition for Leaves of Absence**
41

42 9.10.1 For the purposes of this Article, workday is defined as an eight (8)
43 hour day for those employees whose normal weekly work schedule
44 consists of five (5) eight (8) hour days or a ten (10) hour day for those
45 employees whose normal weekly work schedule consists of four (4) ten
46 (10) hour days. In the case of conflict with language from the Employer's

1 Personnel Rules and Regulations regarding this provision, the language of
2 this subsection will govern.

3 10. LEAVE WITHOUT PAY/ LEAVES OF ABSENCE

4
5 **10.1 Absence Without Authorized Leave**

6
7 10.1.1 An employee who is absent from work without prior approval of
8 the supervisor will be considered absent without authorized leave. Such
9 leave will be subject to disciplinary action up to and including termination.

10
11 **10.2 Leave Without Pay**

12
13 10.2.1 An employee may be granted leave without pay under certain
14 conditions. Requests for leave without pay of up to two (2) calendar
15 weeks may be approved by the department director. The Chief
16 Administrative Officer must approve requests for more than two (2)
17 calendar weeks but not exceeding twelve (12) months.

18
19 10.2.2 Employee may be granted leave without pay due to sickness or
20 disability when certified by a qualified doctor of medicine, to attend school
21 when it is clearly demonstrated the subject matter is directly job related,
22 for additional vacation time or for good and sufficient reason which the
23 Chief Administrative Officer considers to be in the best interest of the City.

24
25 10.2.3 Except under unusual circumstances, voluntary separation to
26 accept employment outside the City service shall be considered
27 insufficient reason for granting leave without pay. Employees may not be
28 granted leave without pay as an extension of physical layoff.

29
30 10.2.4 Employees must exhaust all accrued vacation and other paid
31 leave, with the exception of sick leave prior to receiving approval for leave
32 without pay. If the request for leave without pay is related to a health or
33 medical condition then all accrued sick leave must also be exhausted prior
34 to receiving approval for leave without pay.

35
36 10.2.5 Positions will not be held open for employees that are granted
37 leave without pay for more than thirty (30) days. It will be the employee's
38 responsibility to contact the Human Resources Department no later than
39 thirty (30) days prior to the end of the leave without pay period in order to
40 allow sufficient time to locate an equal or lower position, if possible.

41
42 10.2.6 The Human Resources Department will attempt to locate a
43 position of equal or lower grade or comparable pay to the employee's
44 previous position.

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

6
7 10.2.8 Leave without pay granted to a probationary employee is limited
8 to sixty (60) calendar days and will result in the extension of the
9 probationary period for an equal period.

10
11 10.2.9 An employee who fails to contact the Human Resources
12 Department no later than thirty (30) days prior to the end of the leave
13 without pay period or who refuses to accept an offer of placement into a
14 position of equal pay or comparable grade will be terminated.

15 **10.3 Leave of Absence**

16
17
18 10.3.1 Employees may be granted an unpaid leave of absence of up to
19 six (6) months under certain conditions. To be eligible for this benefit, an
20 employee must have twelve (12) months of continuous uninterrupted
21 active employment immediately prior to the effective date of the leave of
22 absence. A leave of absence under this section will not be granted for
23 FMLA qualifying absences. The Chief Administrative Officer must approve
24 requests for a leave of absence for thirty (30) calendar days or more but
25 not exceeding six (6) months. The position of an employee on an
26 approved leave of absence will be held for the employee until the
27 employee's return to work. Vacation and sick leave balances will be held
28 for the employee and will not be cashed out before or during the leave of
29 absence. Employees will not accrue additional sick leave or vacation
30 leave, or any other benefits while on a leave of absence. Employees must
31 pay contributory benefits directly when in an unpaid status. Employees
32 may not withdraw PERA contributions while on a leave of absence.

33
34 10.3.2 A leave of absence will only be granted if the department director
35 certifies the department can continue to provide the required services
36 during the employee's absence. Vacation, sick, donated leave or hardship
37 leave may not be used to extend a leave of absence.

38
39 10.3.3 Failure to return to work after an approved leave of absence will
40 result in termination. A leave of absence will not count as service credit
41 for PERA retirement purposes. Employees categorized as temporary,
42 seasonal, student or part-time employees working less than twenty (20)
43 hours per week are not eligible for a leave of absence.

1 11. WORK WEEK

2
3 **11.1 FLSA Non-Exempt Employees**

4
5 11.1.1 An FLSA non-exempt employee shall have a workweek of forty
6 (40) hours per week, eight (8) hours or ten (10) hours per day.
7

8 **11.2 FLSA Exempt Employees**

9
10 11.2.1 Although a FLSA exempt employee may have a regularly
11 scheduled forty (40) hour work-week, a FLSA exempt employee shall not
12 have any entitlement to additional compensation or paid leave other than
13 those set forth in this Agreement.
14

15 **11.3 Other Work Week Provisions**

16
17 11.3.1 An employee's daily work shift shall not be split into two (2) or
18 more segments. An employee who experiences a permanent change in
19 the employee's work hours shall receive a fourteen (14) day notice of the
20 change. However, this requirement shall not apply if the employee's
21 department experiences an emergency. For the purposes of this
22 provision, an "emergency" shall be defined as an unforeseen event
23 beyond the control of the City.

24 12. WORK HOURS

25
26 **12.1 Flex Time**

27
28 12.1.1 An employee may submit a request for a flex work schedule to
29 the employee's immediate supervisor. The request shall be in writing and
30 shall indicate the schedule requested.
31

32 12.1.2 The request shall be subject to approval by the employee's
33 immediate supervisor. The immediate supervisor's decision to approve or
34 deny the request shall be based on the business needs of the operations
35 as well as the employee's needs. If multiple employees within the same
36 work unit request flex-time schedules, the criteria set forth herein shall be
37 used by the immediate supervisor to determine whether or not to approve
38 any or all of the requests. Where all other factors are equal, the
39 determining factor shall be class seniority within the work unit or within
40 division where sections do not exist.
41

42 12.1.3 The immediate supervisor shall respond to flex-time schedule
43 requests with an explanation in a timely manner.
44

1 12.1.4 Flex schedules for employees who are eligible for overtime pay
2 shall not exceed forty (40) hours during a workweek.
3

4 12.1.5 Flex-time schedules in existence at the time this Agreement is
5 executed shall be considered in accordance with the provisions set forth
6 herein.
7

8 **12.2 Stand-By Time** 9

10 12.2.1 The Employer's current policies on standby time compensation
11 shall continue in effect for bargaining unit employees to whom the policies
12 apply.

13 **13. WORK ASSIGNMENTS** 14

15 **13.1 Working Outside Classification** 16

17 13.1.1 Under normal circumstances, an employee will not be required
18 to perform duties outside the employee's classification as a regular
19 assignment. However, in unusual or extenuating circumstances, an
20 employee may be required to assume responsibilities outside the
21 employee's classification in order to assist employees who are not
22 members of the M-Series bargaining unit.
23

24 **13.2 Light Duty/ Modified Work Assignments** 25

26 13.2.1 Light duty/modified work assignments are provided for
27 employees who have suffered on-the-job injuries or illness.
28

29 13.2.2 If an employee suffers a work-related injury or illness and the
30 Employee Health Clinic determines that the employee is unable to perform
31 all of the essential functions of the employee's job due to the employee's
32 work-related injury or illness, the employee shall participate in the light
33 duty/modified work program as directed by the Risk Management and
34 Human Resources Directors or designees.
35

36 13.2.3 Any modified/light duty work assignments will comply with
37 applicable federal, state and local laws and regulations, including, but not
38 limited to, the Americans with Disabilities Act, the Family and Medical
39 Leave Act and the State of New Mexico Workers' Compensation Act.
40

41 13.2.4 An employee who returns to work on light/modified duty
42 assignment shall be paid no less than the employee's last salary.

43 **14. SENIORITY** 44

1 **14.1 Seniority Determination**
2

3 14.1.1 City seniority shall be the length of continuous uninterrupted
4 service with the Employer. If an employee is re-hired by the Employer
5 after the employee has been separated from the employer due to
6 resignation or termination for more than thirty (30) days, the employee's
7 official personnel record will reflect a re-hire/adjustment hire date for
8 seniority purposes.
9

10 14.1.2 Class seniority shall be based on the effective date an employee
11 is placed in the employee's current classification. Class seniority shall be
12 broken by reassignment to another classification.
13

14 14.1.3 Department seniority shall be the length of continuous
15 uninterrupted service an employee has in the employee's current
16 department. Department seniority shall be broken by reassignment to
17 another department.
18

19 14.1.4 Division seniority shall be the length of continuous uninterrupted
20 service an employee has in the employee's current division. Division
21 seniority shall be broken by reassignment to another Division.
22

23 14.1.5 Section seniority shall be the length of continuous uninterrupted
24 service an employee has in the employee's current section. Section
25 seniority shall be broken by reassignment to another section.
26

27 14.1.6 When two (2) or more employees have the same seniority
28 dates for determining job rights, the tie shall be broken by the affected
29 employees drawing lots. The process used to break a tie will be used each
30 time a tie needs to be broken.

31 **15. BIDDING and VACANCIES**
32

33 **15.1 Shift Bidding**
34

35 15.1.1 The department directors or the Human Resources Director shall
36 determine whether employees shall be eligible to bid for available shifts.
37 Upon request from the Union steward, the director, the director's designee
38 or the Human Resources Director shall meet with the Union steward to
39 discuss the feasibility of shift bidding. The director, designee, or the
40 Human Resources Director shall notify the Union steward which
41 assignments, if any, will be eligible for shift bidding. The director or the
42 Human Resources Director may make the exclusions if the director or
43 Human Resources Director determines that the operational needs and
44 objectives of the department do not justify shift bidding. If the director or
45 the Human Resources Director authorize a bid to take place, the director

1 or the Human Resources Director shall have the right to temporarily or
2 permanently reassign an employee to a shift other than the shift to which
3 the employee bid if the director determines that a justifiable reason(s)
4 exists for denying the shift. The director or the Human Resources Director
5 shall also be authorized to identify the specific operational units, if any,
6 that would be eligible for shift bidding. The decisions on these matters
7 shall not be subject to the Agreement's Grievance Procedure. At the
8 Union's request, however, the Union Employer Committee (UEC) shall
9 review the decision and shall be authorized to modify the decision. The
10 UEC shall meet and operate in accordance with the provisions set forth in
11 Section 1.5 of this Agreement.

12
13 15.1.2 The Union and the City's Human Resources Director may agree
14 on other shift bid issues through memoranda of understanding.

15
16 15.1.3 If the director or the Human Resources Director approves a shift
17 bid, the seniority definition used for a bid will be continuous permanent
18 full-time departmental service within the classification and operational unit
19 affected by the bid. The Union, department director and the Human
20 Resources Director may, through the execution of a memorandum of
21 agreement, agree to an alternative definition for a specific classification or
22 operational unit. The Union may conduct an advisory referendum among
23 the affected the employees on the definition issue.

24
25 15.1.4 An employee may exchange a shift with another employee on a
26 one-time basis provided the employee's seniority dates, do not exceed
27 twenty-four (24) months and the employees' supervisor does not deny the
28 exchange on the basis of departmental, division productivity.

29
30 15.1.5 Department directors shall use the following parameters when
31 they consider requests to conduct shift bids:

32
33 15.1.5.1 The department director shall identify assignments that
34 need to be excluded from the bidding process and notify the Union
35 steward of the exclusion(s). The exclusion(s) may be made if the
36 department director determines in good faith that the assignment
37 requires a specific job skill, license and/or experience that warrant
38 exclusion of the assignment from the bid process. The department
39 director shall have the right to temporarily or permanently reassign
40 an employee to a shift other than the one bid when justifiable cause
41 such as the efficiency of the City service exists.

42
43 15.1.5.2 The department director or the Human Resources
44 Director shall identify specific employees who would fill these
45 "blocked" positions and would not participate in the bid process.
46

1 15.1.5.3 After consultation with the Union steward, the
2 department director shall identify the specific operational areas that
3 will have separate bids (e.g., Sun Van, Transit and Maintenance in
4 the Transit Department).
5

6 15.1.5.4 Each year the employees will vote to determine which
7 seniority definition will be used to govern the bidding process.
8

9 15.1.6 The bidding may take place at any time but normally once a year.
10 Transit bargaining unit employees will normally bid twice a year.
11

12 15.1.7 Shift bid memoranda of understanding (MOU) reached at the
13 division or department level shall be considered tentative subject to review
14 and approval of the UEC. Approved MOUs reached prior to the execution
15 of this agreement shall continue in full force and effect for the duration of
16 this Agreement.
17

18 15.1.8 Departments or divisions that experience rotation scheduling shall
19 not be eligible for shift bidding.
20

21 16. ELECTIONS AND APPOINTMENTS

22 The City will notify Local 3022 of elections or appointments to the City's
23 Labor-Management Relations Board and the Personnel Board.

24 17. OCCUPATIONAL HEALTH and SAFETY

25 17.1 Safe and Healthy Working Conditions

26 Workplace violence by employees is prohibited. Violent behavior directed
27 toward a City employee by a member of the general public shall not be
28 tolerated.
29

30 Prohibited workplace behavior includes intimidation, verbal threats,
31 physical assault, vandalism, arson, sabotage, the unauthorized display,
32 possession or use of weapons in the workplace, jokes or comments
33 regarding violent acts which are reasonably perceived to be a threat, or
34 any other behavior reasonably perceived to be a threat of imminent harm
35 against an employee or member of the general public.
36

37 An employee who witnesses or is the subject of prohibited behaviors
38 must report the incident to their immediate supervisor unless the
39 supervisor is the one exhibiting the prohibited behavior, in which case the
40 employee shall report the behavior to the next highest person within the
41 organization.
42
43
44

1 A supervisor receiving the complaint must conduct an investigation of the
2 incident and initiate appropriate action to eliminate the prohibited behavior.
3 The supervisor shall prepare a written response to the employee reporting
4 the incident. This response shall include an acknowledgment of the
5 employee's complaint, a description of the investigation conducted, and
6 the action that was initiated to eliminate the prohibited behavior.

7 8 **17.2 Emergency Transportation**

9
10 17.2.1 An employee who suffers an on-the-job injury or illness and
11 requires immediate emergency care shall be transported to a treatment
12 facility at no expense to the employee.

13 14 **17.3 Injury Time**

15
16 17.3.1 In addition to other employee benefits, employees are eligible to
17 receive injury time benefits subject to the limitations provided in this
18 section.

19
20 17.3.2 Employees who are injured or who suffer an occupational disease
21 in the performance of their duties are eligible for injury time payments the
22 day after the injury (which includes the seven (7) day waiting period
23 required by the Workers Compensation Act) and under all of the following
24 conditions:

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

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

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

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

35
36 17.3.3 Injury time payments shall not be paid after the death of an
37 employee.

38
39 17.3.4 Payments to the employee will include the Workers Compensation
40 wage loss benefit and the injury time payments provided by the City,
41 which combined, may not exceed the employee's regular wages (gross
42 less statutory deductions). Injury time shall be used only as a supplement
43 payment to Workers' Compensation wage loss (temporary total disability)
44 benefits or temporary light duty assignments.

1 17.3.5 The Chief Administrative Officer may withhold injury time benefits
2 to any employee for good and sufficient reason.
3

4 17.3.6 Injury time benefits will be allowed for any on-the-job injury
5 including, multiple injuries from the same accident, prior injury, recurrence
6 or aggravation of an injury or occupational disease.
7

8 17.3.7 Injury time benefits will be allowed for up to and including, but not
9 to exceed 960 hours for the standard forty (40) hour workweek or 1,344
10 hours for a fifty-six (56) hour workweek. Multiple injuries from the same
11 accident will be subject to a maximum of 960 hours. Initial and
12 subsequent injuries to the same body part or function will be subject to a
13 maximum of 960 hours regardless of the number of subsequent events.
14

15 17.3.8 A prior injury is any injury suffered by the employee as a result of a
16 previous accident, illness or injury to one or more body parts.
17

18 17.3.9 An employee shall be charged injury time on the basis of their
19 current approved schedule for each workday. Such time including light
20 duty shall not exceed the maximum hours in their regular workweek. If the
21 employee has a regular workweek of other than forty (40) hours, or a
22 regular workday of other than eight (8) hours, the injury time charged and
23 the maximum hours of injury time shall be prorated.
24

25 17.3.10 Upon exhaustion of injury time, sick leave may be used to
26 supplement Workers' Compensation wage loss (temporary total disability)
27 benefits. If sick leave is used to supplement Workers' Compensation
28 wage loss (temporary total disability) benefits, it shall be charged on the
29 basis of the number of hours in their current approved schedule for each
30 workday, not to exceed forty (40) hours in a workweek. If the employee's
31 regular workweek is other than forty (40) hours the sick leave charge shall
32 be prorated.
33

34 17.3.11 Upon the denial or exhaustion of injury time and the exhaustion of
35 sick leave, all accrued vacation hours will be paid in a lump sum and the
36 employee transferred to physical layoff.
37

38 17.3.12 If an employee has a disability as defined by the Americans with
39 Disabilities Act (ADA), consideration will be given as to whether a
40 reasonable accommodation can be made prior to transferring to physical
41 layoff.
42

43 17.3.13 The receipt by the employee of injury time payments from the
44 Employer shall operate as an assignment to the Employer against any
45 amount collected through a settlement or court action by the employee
46 against a third party causing the injury or disease. The City may proceed

1 against a third party in its own name to collect reimbursement of injury
2 time payments. The failure of any employee to cooperate with the
3 Employer in any legal or other action is considered just cause for
4 disciplinary action up to and including termination.

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

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

13
14 17.3.16 Employees on injury time, excluding Light Duty, will not earn
15 service credit towards retirement through PERA.

16
17 17.3.17 Injury time, excluding Light Duty, will be charged to FMLA.

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

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

26
27 17.3.20 A decision to withhold injury time payments to any employee may
28 not be grieved.

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

30
31 **18.1 Training and Education**

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

39
40 18.1.2 Employees may access career counseling and guidance and
41 educational leave and tuition assistance through procedures set forth in
42 the Employer's Rules and Regulations.

43
44 **18.2 Educational Leave**

1 18.2.1 If an employee is participating in a program leading towards a
2 degree or certificate that is approved by the Training and Education
3 Committee, the employee's department director may grant educational
4 leave not to exceed four (4) hours per week for a full-time employee in
5 accordance with the Employer's Rules and Regulations. Applications for
6 this leave shall be submitted directly to the Educational leave and Tuition
7 Assistance Program Coordinator. The Coordinator shall submit the
8 application to the department director. If the director denies the request,
9 the director shall submit written reasons for the rejection to the employee.
10

11 **18.3 Licenses and Certifications**

12

13 18.3.1 Employees shall be responsible for obtaining licenses and
14 certifications required for their job positions. The Employer shall reimburse
15 employees the fees for renewals and classes required for maintenance of
16 such licenses and certifications. The employee shall be responsible for
17 ensuring that the employee meets all requirements of certification,
18 including pertinent application and training credits. In-house training for
19 employee licenses and certifications required for the employee's job shall
20 be continued during the term of this Agreement in departments where the
21 training currently exists.
22

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

30 **19. POSITION DESCRIPTIONS and SPECIFICATIONS**

31

32 **19.1 Position Specifications**

33

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

38 **20. PROMOTIONAL PROCEDURES and POLICIES**

39

40 **20.1 Vacancies**

41

42 20.1.1 Bargaining unit position vacancies shall be posted by the Employer
43 for a minimum of ten (10) working days. The vacancy notice shall include
44 the job code, job title, minimum qualifications, salary range, application

1 instructions and the Employer representative that may be contacted for
2 further information.

3
4 20.1.2 An employee may apply for any advertised vacancy. An employee
5 shall not be required to inform the employee's supervisor that the
6 employee is applying for a vacancy or attending interviews. If the
7 employee schedules an interview during the employee's work day, the
8 employee shall provide prior notice of the interview to the supervisor.
9

10 20.1.3 Placement preference shall be provided in the following order:

11
12 Employees reinstated as a result of administrative board or judicial
13 order;

14
15 Employees returning from active duty in the military;

16
17 Employees transferred as the result of Chief Administrative Officer
18 action;

19
20 Employees returning from a physical layoff;

21
22 Employees returning from a layoff;

23
24 Employees notified of layoff, and

25
26 Employees returning from authorized absence from work without
27 pay.
28

29 **20.2 Temporary Upgrades**

30
31 20.2.1 Employees shall not be required to perform duties of a higher
32 classification as a regular assignment. However, when a bargaining unit
33 employee is assigned to temporarily work in a higher classified bargaining
34 unit position, the Employer shall select a bargaining unit employee based
35 on qualifications identified solely by the Employer. In cases where
36 qualifications are equal, the determining factor shall be class seniority
37 within section or within division where sections do not exist. Employees
38 who have been qualified for the temporary upgrade shall be assigned to
39 the upgraded position on a rotational basis. The rotation shall be based on
40 a division seniority basis and in a manner consistent with the City's
41 Personnel Rules and Regulations.
42

43 20.2.2 The Employer shall compensate the bargaining unit employee
44 temporarily assigned to working at the higher classification an hourly rate
45 equal to the employee's regular hourly rate plus ten percent (10%) of the
46 employee's regular hourly rate. An employee may not be upgraded to a

1 position more than two (2) grades higher than the employee's current
2 classification. The upgrade will be paid due when the position has been
3 vacant and/or the incumbent is absent.
4

5 20.2.3 The temporary upgrade rate shall be implemented as quickly as
6 possible.
7

8 20.2.4 The temporary upgrade shall not exceed ninety (90) calendar days
9 unless extended by mutual agreement of the parties.
10

11 **20.3 Classification/ Recognition**

12

13 20.3.1 Prior to revising existing classifications or establishing new
14 classifications, the Employer will notify the Union of its anticipated action
15 and offer the Union the opportunity to provide input and recommendations
16 related to whether or not the affected positions shall be included in the
17 Union's bargaining unit. Either party may bring this issue for discussion in
18 the Union-Employer Committee (UEC) if it deems necessary. In the event
19 of a dispute, either party may take the issue to the Labor Board for
20 resolution.
21

22 20.3.2 An employee may request a position reclassification through the
23 employee's department director and in accordance with the Employer's
24 Rules and Regulations.
25

26 **21. PERFORMANCE EVALUATIONS and APPRAISALS**

27

28 **This article is intentionally left blank**

29 **22. PERSONNEL FILES and RECORDS**

30

31 **22.1 Employee Records**

32

33 22.1.1 A copy of an employee's performance evaluation or disciplinary
34 action shall be presented to the employee for review and signature prior to
35 being placed in the employee's personnel file.
36

37 22.1.2 An employee shall be permitted to review the contents of their
38 department and/or Human Resources Department file during normal work
39 hours. Reasonable requests for copies of documents in the file shall be
40 honored and reasonable charges shall be made for the copies.
41

42 22.1.3 The personnel file maintained in the Human Resources
43 Department (HRD) may be reviewed by hiring supervisors and/or interview
44 panel members.

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

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

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

23. CONDITIONS of EMPLOYMENT -This article is intentionally left blank

24. DISCIPLINE and INVESTIGATIONS

24.1 Disciplinary Actions

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

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

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

1 24.1.4 Suspensions shall not exceed ninety (90) calendar days for any
2 offense. The Employer's Chief Administrative Officer (CAO) or designee or
3 department director has the option, on a suspension of five (5) days or
4 less, to prohibit the employee from attending the work place or to allow the
5 employee to work through a suspension with pay. Fair Labor Standards
6 Act employees may not be suspended for less than one (1) workweek
7 except as permitted by the Fair Labor Standards Act. Disciplinary actions,
8 with the exception of dismissals, may be held in abeyance for no more
9 than six (6) months. The CAO or designee, a department director or acting
10 director may impose any discipline. A division manager may issue a
11 reprimand and suspend an employee for five (5) days or less after
12 informing the department director. An employee's immediate supervisor
13 may issue a reprimand after informing the division manager or department
14 director.

15
16 24.1.5 All disciplinary actions shall be recorded in the employee's
17 personnel file. Disciplinary actions held in abeyance will not be forwarded
18 to the personnel file until the disciplinary action is served. A written
19 reprimand placed in an employee's personnel file shall not be used as
20 evidence in a subsequent disciplinary proceeding if the reprimand was
21 issued more than four (4) years prior to the subsequent disciplinary
22 proceeding and the employee has not received any discipline during the
23 interim four (4) year period.

24
25 24.1.6 Subject to existing law, disciplinary proceedings, including written
26 reprimands and case materials, shall normally be kept confidential. This
27 provision shall not be interpreted in a manner that prevents a department
28 director or designee from reviewing the material for legitimate business
29 reasons.

30
31 24.1.7 Generally, discipline shall be progressive. This standard, however,
32 shall not be interpreted in any manner that prevents the Employer from
33 imposing an appropriate penalty on an employee whose offense is
34 egregious enough to warrant the discipline without progressive discipline.

35 36 **24.2 Investigations**

37
38 24.2.1 The Employer reserves the right to investigate employee behavior
39 that the Employer believes may be behavior that will lead to
40 disciplinary action. An employee under investigation shall be
41 informed in writing that the employee is being investigated no later
42 than fifteen (15) work days after the Employer discovered or
43 reasonably should have discovered the act or omission that
44 precipitated the investigation. An investigation shall normally be
45 completed within six (6) months after discovery of the act or
46 omissions cited above. If the Employer determines that the

1 investigation needs to be extended beyond the six (6) month limit,
2 the Employer shall notify the employee in writing that the
3 investigation will be extended. The affected employee or the
4 employee's Union representative may request a verbal status
5 report on the investigation from the employee's supervisor or
6 designee. The supervisor or designee shall provide the status
7 report provided the supervisor or designee shall not be required to
8 provide information that may jeopardize the integrity of the
9 investigation.

10 25. GRIEVANCE and APPEAL PROCEDURES

11 **25.1 Grievance Procedure**

12
13
14 25.1.1 A grievance is defined as a complaint that alleges violations of
15 written agreements or disciplinary actions lacking "just cause". This
16 grievance procedure shall provide a means for reconciling said complaints
17 and is the only grievance procedure available to bargaining unit
18 employees.

19 25.1.2 No one shall suffer any retaliation, discrimination, restraint,
20 coercion or reprisal as a result of filing or participating in a grievance
21 procedure.

22 25.1.3 The filing of a grievance or the intent to file does not relieve any
23 bargaining unit employee of assigned duties and responsibilities. This
24 shall not apply to a bargaining unit employee's refusal to perform a job
25 duty in the presence of an imminent threat of physical harm or death due
26 to any unsafe working condition.

27 25.1.4 Employees who elect to not be represented by the Union may
28 appeal a disciplinary action by appealing the action to the Personnel
29 Board as provided for in the Merit System Ordinance. Employees who
30 elect to be represented by the Union may appeal contract violation and
31 disciplinary action to final and binding arbitration following attempts to
32 resolve the issue at the department head and CAO level.

33 25.1.5 All contract violations or disciplinary grievances shall be filed with
34 the Human Resources Department.

35 25.1.6 Grievance Steps for Employees Electing to have Union
36 Representation.

37
38 Step One. Department Level - A written grievance must be submitted,
39 time stamped at the Department Director's office, within ten (10) working
40 days of the alleged violation. The Department Director shall have ten (10)
41 working days to resolve the grievance at this level and forward a copy of
42 the grievance to the Human Resources Director.

43
44 The written grievance shall include:
45

1 The language in the agreement that is acknowledged to have been
2 violated;

3
4 The date the violation occurred, if known;

5
6 The bargaining unit employee(s) involved;

7
8 A clear and concise statement of the alleged violation;

9
10 The relief requested; and

11
12 The signature of the Union President or designee and dated.
13

14 Step 2. CAO Level - If the issue is not resolved for whatever reason within ten
15 (10) working days of the submittal to the Department Director, the Union may
16 advance the grievance to the Chief Administrative Officer of the City. The
17 grievance must be submitted (time stamped) in the office of the Human
18 Resources Director of the City within twenty (20) days of the submittal to the
19 Department Director. The Chief Administrative Officer of the City shall have ten
20 (10) working days to resolve the grievance at this level.
21

22 If the issue is not resolved for whatever reason within ten (10) working days of
23 the submittal to the Chief Administrative Officer of the City, the Union may
24 advance the grievance by filing a *Notice of Intent to Appeal to Arbitration*, hand
25 delivered and time stamped at the office of the Human Resources Director.
26

27 Time Limits

- 28 1. In determining the time limits, for this purpose, the date of the commission
29 or omission of the act that generated the grievance shall not be counted.
- 30 2. If the last day of the time limit for filing a grievance at any step falls on a
31 date that the City Administrative offices are not open for business during
32 regular work hours, the deadline will be the next business day.
- 33 3. Time limits may be extended by written mutual agreement of the parties.
- 34 4. If the Union fails to comply with the time limits the grievance shall be null
35 and void.
36

37 Selection of an Arbitrator

38
39 An arbitrator may be selected from an unrestricted list of seven (7) arbitrators
40 requested from the Federal Mediation and Conciliation Service (FMCS). The
41 selection of the arbitrator will be accomplished by the parties striking names until
42 only one name remains. The remaining person shall be the arbitrator. The
43 grieving party shall strike the first name. The selection of the arbitrator shall take
44 place at the Human Resources Office within ten (10) days of receipt of the list of
45 the FMCS list. Failure to strike will result in FMCS appointing an arbitrator.
46

1 An arbitrator may be selected, randomly, from the Merit System Hearing Officers
2 appointed by the City. Hearing Officers acting as arbitrators shall not have
3 decisions reviewed by the Personnel Board of the City. After the random pick of
4 the Arbitrator from the Merit System Hearing Officers either party may reject the
5 selected arbitrator and the party may request a list of seven (7) arbitrators from
6 the FMCS.

7
8 **Arbitration Procedures**

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

31
32
33 **General Provisions**

- 34 1. The arbitrator shall have the authority to conduct the arbitration
35 proceeding in accordance with the applicable FMCS policies and
36 procedures.
- 37 2. The Chief Administrative Officer of the City, Director of Human
38 Resources, Department Director and the Union President/Designee
39 have authority to settle labor-management disputes.
- 40 3. The parties may agree to settlement at any time during the process.
- 41 4. All settlements between the parties shall be reduced to writing and
42 shall be signed and dated by the parties.
- 43 5. The Union is the exclusive representative of the employees in this
44 bargaining unit. No one else may represent employees in this process
45 without the express written approval of the Union President/Designee.

- 1 6. Grievances filed by the Union are the express property of the Union
- 2 and cannot be withdrawn by bargaining unit members.
- 3 7. An individual employee may not invoke the arbitration procedure of this
- 4 Agreement.
- 5

6 26. EMPLOYEE REIMBURSEMENTS

7

8 **26.1 Per Diem and Mileage Reimbursements**

9

10 26.1.1 The Employer's current policies on per diem and mileage shall

11 continue in effect for all M-Series bargaining unit employees.

12

13 26.2.1 As part of a pilot program, per diem and mileage shall be

14 submitted on a biweekly basis with payroll. Employees must submit per

15 diem with payroll each pay period. Reimbursement will occur within four

16 weeks of submittal. Any change to this section will require both parties to

17 meet and confer.

18 27. ELECTRONIC SURVEILLANCE

19 It is acknowledged by the parties that electronic surveillance of its

20 employee(s) is a management prerogative. The electronic surveillance of its

21 employee(s) may be used in disciplinary actions. When Electronic

22 Surveillance is part of the day to day operation, the employee(s) will be

23 informed. The utilization of Electronic Surveillance as part of an investigation

24 does not require notice to the employee(s) being investigated.

25

26 28. EMPLOYEE ASSISTANCE PROGRAMS

27

28 **28.1 Employee Assistance Program**

29

30 28.1.1 The Employer shall continue to provide a confidential Employee

31 Assistance Program (EAP) staffed with licensed professionals. The EAP

32 service shall offer professional assessment and short-term counseling and

33 referral service to assist employees and their immediate family members.

34 Employees may self-refer when they recognize a need for assistance

35 provided the self-referral does not conflict with the Employer's Substance

36 Abuse policy.

37

38 28.1.2 The Employer shall not take adverse action against any employee

39 on the sole basis of the employee's participation in the program.

40

41 **28.2 Critical Incident Stress Debriefing**

42

1 28.2.1 The Employer shall provide employees critical incident stress
2 debriefing (CISD) when job-related incidents occur that warrant this
3 assistance. CISD will be provided in a manner that is consistent with
4 Workers Compensation laws and regulations.

5 29. EMPLOYEE VEHICLE USAGE

6
7 **This section intentionally left blank**

8 30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION

9
10 **This section intentionally left blank**

11 31. FIREARMS

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

16 32. CITY PROVIDED EQUIPMENT and TOOLS

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

20 33. EMPLOYEE INCENTIVE PROGRAMS

21
22 **33.1 Employee Recognition Program**

23
24 33.1.1 The Employer may develop methods of rewarding employees
25 through a reward, bonus, leave with pay or any other form of award or
26 extra compensation, in addition to the regular benefits entitled a classified
27 or unclassified employee, as long as all of the following conditions are
28 met:

29
30 33.1.1.1 The award results from a pre-existing plan or program
31 authorized by the Chief Administrative Officer which sets up a
32 specific criteria for such extra compensation; and

33
34 33.1.1.2 Employees render service that is outside of and in
35 addition to the normal requirements and expectations of their
36 employment; and

37
38 33.1.1.3 The Employer reasonably anticipates some tangible or
39 intangible benefit from such service.
40

1 33.1.2 At the discretion of the director, departments choosing to
2 implement an employee incentive program shall present to the Chief
3 Administrative Officer a specific plan for approval. These plans shall
4 include, but not be limited to, the following:
5

6 33.1.2.1 The method of selection of awardees, including the
7 composition of selection boards.
8

9 33.1.2.2 The criteria under which employees will be nominated as
10 well as ultimately selected, as awardees.
11

12 33.1.2.3 The suggested frequency with which it is proposed these
13 awards will be given.
14

15 33.1.2.4 The anticipated number of employees who will be
16 honored at a given frequency.
17

18 33.1.2.5 The amount of leave with pay to be granted by the
19 department.
20

21 33.1.2.6 The amount of cash award to be made available to
22 awardees.
23

24 33.1.3 The amount of leave with pay and the amount of cash awarded
25 may be up to three (3) days of paid leave and up to \$750 per employee.
26 Programs may offer leave with pay or cash awards or both. Department
27 directors, assistant directors, division and program heads, and others of
28 similar rank are excluded from departmental incentive award programs.
29

30 33.1.4 Upon approval of a department's incentive program, the Chief
31 Administrative Officer will recommend the amount of funds to be budgeted
32 to the department for implementation of the program. Award of any funds
33 beyond the budgeted amount will require the prior approval of the Chief
34 Administrative Officer.
35

36 33.1.5 Department directors are responsible for administering these
37 programs to enhance operational performance and productivity. This
38 regulation does not govern programs sponsored by service clubs or
39 similar service groups and pertains solely to the use of City funds as
40 incentives for employees. Departments may grant each individual within a
41 team or group an award based on the above amounts.
42

43 33.1.6 Failure to receive an award under this Section may not be grieved.
44

45 **33.2 Sick Leave Incentive Program**
46

1 33.2.1 Employees must have been employed with the Employer for six (6)
2 consecutive months in order to participate in the sick leave incentive
3 program as follows:

4
5 33.2.1.1 Employees utilizing zero (0) hours of sick leave for six (6)
6 consecutive months will be awarded eight (8) hours of vacation
7 leave.

8
9 33.2.1.2 Employees utilizing less than or equal to 12.5 percent of
10 accrued sick leave over six (6) consecutive months will be awarded
11 four (4) hours of vacation leave.

12
13 33.2.2 Part-time employees transferring to full-time positions within the
14 specified six (6) consecutive month period will receive sick leave incentive
15 as if they had been full-time employees for the entire six (6) month period.

16
17 33.2.3 Departments will review sick leave usage twice a year for the
18 periods, July 1 through December 31 and January 1 through June 30.

19
20 33.2.4 Employees on injury time are not eligible for incentive leave with
21 the exception of light duty and FMLA.

22
23 33.2.5 Employees on suspension or administrative leave resulting from a
24 disciplinary action that is sustained through administrative or judicial
25 process will not be eligible for incentive leave.

26
27 33.2.6 Employees utilizing donated leave will not be eligible for incentive
28 leave unless the donated leave was used for FMLA purposes.

29
30 33.2.7 Part-time employees working twenty (20) hours or more per week,
31 if eligible, will receive incentive leave on a prorated basis.

32
33 33.2.8 This regulation shall be the only means of providing sick leave
34 incentive for employees.

35
36 33.2.9 Employees categorized as temporary, seasonal, student or part-
37 time working less than twenty (20) hours per week are not eligible to
38 participate in the sick leave incentive program.

39 34. EMPLOYEE PAYROLL DEDUCTIONS

40
41 Provisions of the Personnel Rules and Regulations and Administrative
42 Instructions in effect as of the effective date of this agreement shall be
43 applicable to this section.

1 35. FURLOUGHS, LAYOFF/ REDUCTION IN FORCE and RECALL
2

3 **35.1 Furlough, Layoff and Reduction in Force Procedures**
4

5 35.1.1 "Layoff" shall be defined as the involuntary separation of an
6 employee from Employer service as a result of the abolishment of the
7 position, program elimination or lack of funds.
8

9 35.1.2 The Chief Administrative Officer (CAO) and the Director of Human
10 Resources, or their designee, shall be responsible for approving all layoffs
11 and offering transfers or placement offers to employees facing layoff.
12 Prior to the implementation of a layoff or transfers resulting from
13 reductions-in-force (RIF), the CAO, Human Resources Director or their
14 designee shall meet with the Union to discuss the reason(s) for the RIFs,
15 possible alternatives to a layoff including furloughs, the positions impacted
16 by the RIFs, employees affected, transfer opportunities and employees
17 who will be laid off, if any. If the Human Resources Department
18 determines that an employee should be transferred to a position for which
19 a special certification or license is required, the employee shall be
20 afforded the opportunity to obtain the required certification or license
21 within a one (1) year period. If the employee does not meet this
22 requirement within one (1) year, the employee shall revert to layoff status
23 unless a vacancy is available in a job for which the employee qualifies.
24

25 35.1.3 Prior to the layoff of a classified non-probationary employee,
26 probationary employees, temporary employees, seasonal employees or
27 students may be terminated.
28

29 35.1.4 An employee who is laid off as the result of reduction in force (RIF)
30 shall be provided with at least thirty (30) days written notice prior to the
31 effective date of the layoff.
32

33 35.1.5 When two (2) or more employees are in the same job code in the
34 same department affected by the layoff, the layoff determination shall be
35 made in the following order:
36

37 35.1.5.1 The employee with the shortest length of continuous
38 uninterrupted service with the City;
39

40 35.1.5.2 If this is equal, the employee with the shortest length of
41 continuous uninterrupted service with the department;
42

43 35.1.5.3 If this is equal, the employee with the shortest length of
44 continuous uninterrupted service in the current job code;
45

1 35.1.5.4 If this is equal, the affected employees shall draw lots.

2
3 35.1.6 Laid off employees shall have two (2) years recall rights and
4 placement preferences.

5
6 35.1.6.1 Laid off employees shall be returned to active service in
7 order of seniority.

8
9 35.1.6.2 An employee who is returned to the same or different
10 position but at the same grade as previously held will receive the same
11 rate of pay the employee was receiving at the time of the lay-off.

12
13 35.1.6.3 An employee who returns to a different position at a lower
14 grade than that which the employee held at the time of the lay-off will be
15 placed at the same rate of pay or closest highest step of the lower grade
16 not to exceed the maximum of the new grade.

17
18 35.1.6.4 An employee who returns to a position in a different pay
19 plan from that which the employee held at the time of the lay-off will be
20 moved to the same or closest rate of pay within the new pay grade of the
21 new pay plan not to exceed the maximum of the new grade.

22
23 35.1.6.5 An employee on a recall list will be removed from the list
24 and terminated from employment when the two (2) year recall period has
25 ended without the employee being called back to work; when the
26 employee has refused to accept an offer of employment with the Employer
27 in a position in which the employee is qualified and for which the grade is
28 the same or of comparable pay to that of the position held by the
29 employee at the time of the employee's layoff; when the employee
30 accepts another position with the Employer or when the employee
31 voluntarily resigns from employment.

32 36. RESIGNATION and RETIREMENT

33
34 **36.1 Resignation**

35
36 Resignation is the voluntary termination of employment, prior to
37 retirement. City employees who wish to resign in good standing shall
38 submit a letter to their immediate supervisor at least two (2) weeks before
39 leaving employment. The letter shall include the date the resignation will
40 become effective.

41
42 Written requests to rescind a resignation must be submitted directly to the
43 applicable department director prior to the effective date of resignation.

1 The department director has the authority to approve or disapprove the
2 request. Disapproval is not grievable.

3
4 Employees who resign before they are eligible for retirement may request
5 a refund of their PERA contributions by contacting the Human Resources
6 Department, Insurance and Benefits Division.

7 8 **36.2 Retirement**

9
10 36.2.1 Early Retirement immediately prior to retirement from active
11 service with the Employer: an employee may take leave with pay
12 equivalent to the amount of sick and vacation leave the employee has
13 accumulated. Employees who are eligible for retirement and are under
14 the provisions of this Agreement will be governed by the provisions of this
15 Agreement. Employees should plan to begin processing for retirement at
16 least six (6) months prior to the projected date of retirement. Any
17 employee eligible to retire within five (5) years may attend the retirement
18 counseling sessions conducted by the Employer. The Employer will
19 disseminate information regarding the session to employees on a periodic
20 basis.

21
22 36.2.2 Employees in Early Retirement are not entitled to salary increases
23 afforded other employees.

24
25 36.2.3 Employees in Early Retirement are entitled to all benefits except
26 vacation and sick leave accruals, donated leave and hardship leave.

27 **37. RULES and REGULATIONS**

28
29 **This section intentionally left blank**

30 **38. PRIVATIZATION and CONTRACTING OUT**

31 32 **38.1 Contracting for Services**

33
34 38.1.1 If the Employer anticipates the contracting out of Employer
35 services on a permanent basis that have historically been performed by
36 bargaining unit employees, the Employer shall notify the Union President
37 in writing of the Employer's intentions no later than thirty (30) days prior to
38 implementing the anticipated action or when the issue is included in the
39 Mayor's annual budget request.

40
41 38.1.2 The Union may request to meet and confer with the Employer to
42 discuss the anticipated action prior to implementation. The request shall
43 be granted.

1
2 38.1.3 Upon request, the Employer shall provide data and other
3 information in the Employer's possession that is related to the anticipated
4 action and that will assist the Union in its development of a response to
5 the Employer's action.

6
7 38.1.4 The Union shall be allowed the opportunity to present arguments
8 and data to the Employer to counter the Employer's anticipated action
9 prior to the Employer's anticipated action.

10
11 38.1.5 If the Employer decides to issue a request for proposals (RFP) for
12 contracting out the services, the Union shall be provided with a
13 copy at the same time other vendors are provided a copy.
14

15 39. STRIKES and LOCKOUTS

16
17 **This section intentionally left blank**

18 40. GENERAL ADMINISTRATIVE PROVISIONS

19 **40.1 Non-Discrimination**

20
21
22 40.1.1 The provisions of this Agreement shall be applied to all employees
23 in compliance with applicable law and Employer policies that prohibit
24 discrimination related to age, race, creed, religion, national origin, gender,
25 disability sexual orientation, veteran status or other protected classes set
26 forth in the Employer's Labor-Management-Relations Ordinance.
27

28 **40.2 Memoranda of Understanding (MOU)**

29
30 40.2.1 The parties may execute Memoranda of Understanding (MOUs)
31 during the term of this agreement. The MOUs will expire no later than the
32 termination date of this Agreement.
33

34 **40.3 Complete Agreement**

35
36 40.3.1 This Agreement relates to the employees of the City of
37 Albuquerque in the designated collective bargaining unit. The parties do
38 hereby acknowledge that this Agreement represents an amicable
39 understanding reached by the parties as the result of negotiations of the
40 parties as provided in the Employer's Labor-Management Relations
41 Ordinance.
42

43 40.3.2 This Agreement replaces in its entirety any and all previous
44 Agreements and represents the only Agreement of the parties hereto.

1 When any conflicts occur, this Agreement shall govern as provided by the
2 Employer's Labor-Management Relations Ordinance.
3

4 40.3.3 The parties agree that all issues subject to negotiations and
5 consideration by the parties have been addressed during the negotiations
6 leading to this Agreement. Neither party shall be required to negotiate on
7 any matter during the term of this Agreement unless otherwise specifically
8 mandated by another provision of this Agreement. This limitation shall
9 apply to any matter, whether or not the issue is addressed in this
10 Agreement.
11

12 40.3.4 Under normal circumstances, the Union will be given prior notice of
13 proposed changes in City or department-wide written policies that directly
14 affect bargaining unit employee working conditions. The Union will be
15 given fourteen (14) days from the time of notice to provide input. This input
16 period may or may not delay implementation, but may require revision or
17 cancellation of the originally proposed policy. The parties may agree to
18 extend time limits by mutual consent.
19

20 40.3.5 The Union will be allowed to provide input through the Office of
21 Human Resources on all changes in policies, rules and handbooks.
22

23 **40.4 Savings Clause**

24
25 40.4.1 If any part of this Agreement is determined by the Employer's
26 Labor-Management Relations Board or a court of competent jurisdiction to
27 be in violation of law, that part of the Agreement shall be considered null
28 and void. All other provisions of the Agreement shall remain in full force
29 and effect. If either party wishes to re-negotiate the provision(s)
30 determined to be in violation of law, that party shall notify the other party of
31 its intent to re-open negotiations on that provision(s) only. The parties
32 shall meet in good faith and in a timely manner to re-negotiate the
33 provision(s).
34

35 **40.5 Term of Agreement**

36
37 40.5.1 This agreement is in effect on July 3, 2010 and shall remain in
38 effect through June 30, 2011.
39

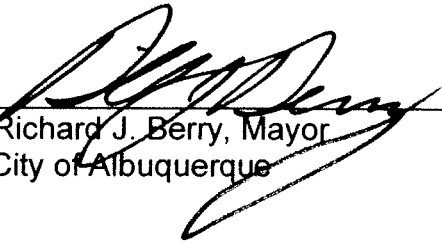
40 40.5.2 Either party may open negotiations for a successor agreement in
41 accordance with the Employer's Labor-Management Relations Ordinance
42 provision which requires the initiating party to notify the other party of its
43 intent at least sixty (60) days prior to the expiration of this Agreement.
44 The parties agree to open negotiations no later than April 1, 2011.
45

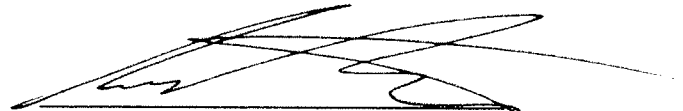
1 40.6 All tentative agreements reached by the parties to this agreement will be
2 incorporated into the final agreement.
3
4

5 **IN WITNESS WHEREOF**, the parties have entered their names and affixed the
6 signatures of their authorized representatives on this 9th day of
7 August, 2010.
8
9

10 CITY OF ALBUQUERQUE

AFSCME

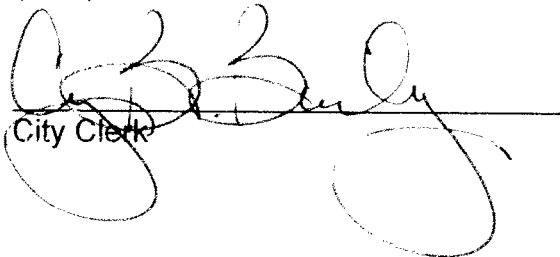
11
12
13
14
15 By:  _____
16 By: Richard J. Berry, Mayor
17 City of Albuquerque
18

 _____
19 By: Andrew E. Padilla, President
20 AFSCME Local 3022

21 Form Reviewed by Legal Department

22  8/9/2010
23 By: Robert Perry
24 City Attorney
25

26
27 (Seal)

28
29
30
31  _____
City Clerk

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ALBUQUERQUE OFFICE

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