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**AGREEMENT
BETWEEN
THE CITY OF ALBUQUERQUE
AND
THE ALBUQUERQUE OFFICERS' ASSOCIATION
LOCAL 1888**

Effective:

July 1, 2006 through June 30, 2008

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1 **Article 1. Preamble**
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- 4 A. This Agreement is hereby made and entered into by and between the City of
5 Albuquerque (hereinafter referred to as Employer) and the American Federation
6 of State, County and Municipal Employees, AFL-CIO, Local 1888, as
7 representatives of the employees of the Albuquerque Officers Association
8 employed by the City of Albuquerque (hereinafter referred to as Local 1888 or
9 Union).
10
11 B. The general purpose of this Agreement is to provide for orderly and constructive
12 employee relations in the public interest and in the interest of the employees
13 herein covered and the City of Albuquerque, as Employer; to maintain ~~harmony~~,
14 cooperation and understanding between the Employer and the Employees in the
15 bargaining unit; and to afford protection of the rights and privileges of all
16 Employees in the bargaining unit and the Employer.
17
18 C. The Employer, the Union and its members agree to work cooperatively to comply
19 with this Agreement and to administer this Agreement in accordance with its
20 terms and provisions to the end of maintaining sound labor relations. The Union
21 staff representatives and Local labor representatives may meet with the
22 Employee Relations Department, upon reasonable notice, to prevent, clarify or
23 resolve problems with contract interpretation.
24
25
26

27 **Article 2. Non-Discrimination**
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29

- 30 A. The Employer and the Union agree that the provisions of this Agreement shall be
31 applied equally to all Employees in compliance with applicable law against
32 discrimination as to age, race, creed, color, religion, national origin, sex,
33 condition of disability, sexual orientation, marital status, veteran status or political
34 affiliation.
35
36 B. The Employer and the Union agree with the rights of Employees to become or
37 not to become Union members. There shall be no discrimination, interference,
38 restraint or coercion by the Union or the Employer regarding any employee's
39 decision to affiliate or not to affiliate with the collective bargaining Union.
40
41 C. The Union recognizes its responsibility as the bargaining agent and agrees to
42 represent all employees in the bargaining unit without discrimination,
43 interference, restraint or coercion.
44
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2 **Article 3. Recognition**
3

4 The Employer recognizes AFSCME Council 18, Local 1888 A.O.A., AFL-CIO, as the
5 exclusive bargaining agent for all non-probationary employees of the City of
6 Albuquerque in the following classifications:
7

- 8 Department of Municipal Development Public Safety Security Officers
9 Animal Control Officers
10 Transportation Officers
11 Transit Security Officers
12 Solid Waste Security Officers
13

14 The City agrees that prior to contracting or sub-contracting out bargaining unit
15 positions that the Union will be allowed input on such action and will be given
16 adequate notice.
17

18 If the City creates a new job classification that the Union believes should be
19 incorporated into the Union's bargaining unit, the Union may request the
20 opportunity to meet with the City to discuss the Union's intent. If the parties do
21 not agree on the issue, the Union may appeal the issue to the City's Labor Board
22 in accordance with the City's Labor-Management Relations Ordinance and the
23 Labor Board's Rules and Regulations.
24
25

26 **Article 4. Overtime**
27

- 28 A. The City shall prepare, maintain and post up-to-date voluntary lists by seniority
29 order within each department within the bargaining unit. It will be the
30 responsibility of each Employee to provide two (2) current phone numbers for the
31 purposes of being contacted for overtime work. Employees may use pagers for
32 their point of contact In the Security Division, an Employee shall be provided five
33 (5) minutes to respond to the contact prior to the time the supervisor offers the
34 overtime to another employee.
35
36 B. Each Employee will be allowed to sign up for voluntary overtime during the
37 regular shift bid. The voluntary overtime lists shall remain in effect until the next
38 scheduled shift bid. Names shall not be added after the bid unless the name(s) is
39 approved in writing by the Union President. Names will be 'penciled in' by the
40 Employee until new lists are generated.
41
42 C. There shall be a voluntary list(s) for each shift in each department.
43
44 D. Employees may sign up for overtime on any and all overtime shift list(s) within
45 their respective department.
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- E. If no Employee on the overtime list is available, involuntary overtime will be required. Involuntary overtime will be assigned in reverse order of seniority from the master seniority list. Officers already on duty will be required to remain on duty until a replacement is obtained. If no replacement is obtained within three hours of the start of the shift, the holdover Officer may be required to work the remainder of the shift.
- F. When there is ordered overtime, the department will keep a list of Employees contacted during the shift. This will insure to the Employee that was ordered that the department attempted to obtain relief in accordance with Paragraph E of this article. If the Union provides reasonable notice to the Department, a Union request to receive a copy of the list will be honored.
- G. For the purpose of computing overtime, paid leave will be considered time worked.
- H. Voluntary overtime will be assigned on straight seniority order. Although the City may determine that it is necessary to assign a second shift to an Officer who is assigned overtime on the Officer's day off, the City shall attempt to avoid this circumstance. An Officer's assignment to a second shift on the Officer's day off shall not be subject to the grievance procedure unless the assignment violates another provision of this Agreement.
- I. This policy is hereby implemented to establish the conditions under which JV Overtime assignments will be offered to Security Officers employed by the City of Albuquerque's Municipal Development Department.
 - 1. The Department shall communicate to Officers the proper procedure for requesting and accepting JV Overtime assignments.
 - 2. Officers shall be authorized to apply for and accept JV Overtime assignments for THEMSELVES only. An Officer may not apply for or accept a JV Overtime assignment for another Officer.
 - 3. An Officer who is unable to work a scheduled JV Overtime assignment shall be responsible for finding a replacement Officer and communicating this action to the JV Overtime supervisor.
 - 4. An Officer who does not comply with this Policy, written or verbal directives related to this Policy or the JV Overtime assigned duties as directed by the Security supervisor will be subject to the JV Overtime Suspension as set forth below.

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- 5. While assigned to JV Overtime, an Officer shall comply with reasonable requests and directives from Vendor representatives. The assigned Officer shall at all times work cooperatively with Vendor representatives. In the event a conflict arises between the Officer and the Vendor representative, the Officers on duty or the on-site Supervisor will be notified.

- 6. An Officer who fails to comply with this Policy, written or verbal directives related to this Policy or the JV Overtime assigned duties shall be subject to the following suspension/disqualification guidelines:
 - 6.1. First offense: letter of advisement.

 - 6.2. Second offense within one (1) calendar year of the date of a missed assignment or other infraction: thirty (3) day suspension from JV Overtime eligibility.

 - 6.3. Third Offense within one (1) calendar year of the date of the first missed assignment or other infraction: six (6) month suspension from JV Overtime eligibility.

 - 6.4. The Department reserves the right to impose a discipline other than the disciplines or progressive discipline order set forth above if an Officer commits an infraction egregious enough to warrant stronger disciplinary measures.

 - 6.5. The Department further reserves the right to impose disciplinary measures set forth in the City's Rules and Regulations provided these measures are also imposed in accordance with the City's Merit System Ordinance.

- 7. This Policy shall not be interpreted as a commitment from the Department or Vendors who contract to fund JV Overtime with the Department to continue offering JV Overtime to Department employees.

- 8. Management reserves the right to review a violation of this policy on a case by case basis and agrees to notify the Union prior to implementing a suspension or removal of an Officer from JV Overtime eligibility.

- 9. An Employee's removal from the JV Overtime assignment calling procedure shall not be subject to this Agreement's grievance procedures.

- 1 J. Employees will not work more than sixteen (16) hours straight time except for
2 declared emergency situations.
3
- 4 K. Employees called in for an overtime assignment shall receive a minimum of two
5 (2) hours pay at overtime rate. Overtime shall begin at the time the Officer is
6 contacted.
7
- 8 L. Employees may request a specific work assignment when working overtime.
9 Management will attempt to accommodate these requests.–
10
- 11 1. City Security Officers and Animal Control Officers on the voluntary overtime
12 list will be allowed to “bump” an officer who is assigned to a post that the Officer
13 requests for overtime.
14
- 15 2. The parties recognize the Union’s right to meet and confer with the City’s
16 Chief Administrative Officer for Public Safety on public safety issues concerning
17 the Union and its members.
18
- 19 M. An Employee who accepts overtime shall have the option of canceling such
20 overtime six (6) hours prior to the start of the overtime assignment except in an
21 emergency situation.
22
- 23 N. Captains, lieutenants, sergeants and corporals/sergeants shall be the only
24 personnel authorized to order overtime. In case of an emergency, captains,
25 lieutenants and sergeants may delegate responsibility for placing calls for
26 overtime to Correction Officers. However, the captains, lieutenants and
27 sergeants ordering the overtime shall be responsible for assuring compliance
28 with the required contractual overtime procedure. Calls for overtime shall be
29 placed from a secure area that is not open to residents or the public.
30

31 **Article 5. Bidding**
32

- 33 A. Employees will be allowed to bid semi-annually for facility assignments, shift
34 assignments, days off and voluntary overtime, in seniority order, in the
35 Employee’s classification. While every effort will be made to accommodate an
36 Employee’s choice of facility assignment, the City has the right to temporarily
37 or permanently reassign an Employee to a facility other than the one bid
38 when justifiable cause such as the efficiency of the City service for
39 reassignment exists, in the opinion of the Department Director or his/her
40 designee. Bidding will be conducted in the month of March to take effect in
41 April, and in September to take effect in October.
42
- 43 B. Each time an assignment becomes open, it will be posted as vacancy as for
44 reassignment as soon as reasonably practicable.
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- C. Full-time bargaining unit position vacancies shall be posted and offered first to full-time Employees based on seniority.
- D. Local 1888 President may appoint up to two (2) Employees from within each department to assist in the development and administration of the bidding process. One (1) Employee will be paid by the department and one (1) Employee will be paid by Local 1888. The Union President will identify in writing to the department which Employee the Union will pay.
- E. It is recognized that specific minimum staffing patterns are required. Should the above bidding process fail to provide the staffing pattern required, reassignments which will meet those requirements will be made in reverse seniority order. Once the minimum staffing pattern requirements have been met, the Employee or Employees who were reassigned will have the right to return to their original bid in seniority order. The Union will be given five (5) days advance notice prior to reassignment.
- F. The bidding process will be accomplished over a period up to five (5) calendar days. This period may be extended by mutual agreement.
- G. The parties agree to work together to develop a more efficient bidding process to include bidding for vacation.
- H. A shift supervisor may permit Employees to mutually agree to exchange bid slots for hardship reasons. The City and the Union must agree.

Article 6. Permanent Change in Work Hours

A permanent change in work hours shall require at least fourteen (14) calendar days notice to the affected Employee. A permanent change in work hours is defined as a change of thirty (30) calendar days or more on a work assignment.

In calculating days notice under this section the day on which notice is given shall not be counted.

Article 7. Leave For City Business.

A. Leave with pay may be authorized for an Employee to attend an official meeting where the good of the City services is involved or to conduct the City's business at a location other than the Employee's normal work site. Leave with pay will also be granted to Employees where their participation is necessary for

1 official City investigations and for court appearances where the Employee's
2 attendance is required on behalf of the City.

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5
6 B. Leave with pay will be granted to one Union Officer for the following reasons
7 and under the conditions cited:

- 8
9 1. Attendance at a pre-determination hearing when requested by an employee
10 24 hours in advance of the hearing;
11
12 2. A grievance hearing when requested by an Employee 24 hours in advance of
13 the hearing;
14
15 3. Meetings scheduled between the Union and the City at the City's request. In
16 Security and Animal Control, a maximum of two (2) Union Officers may attend
17 these meetings.
18
19 4. Labor Board meetings where Union charges or other matters affecting the
20 Union will be heard;
21
22 5. A Personnel Board meeting where matters affecting the Union or its members
23 will be heard;
24
25 6. The Union President shall be granted up to eight (8) hours leave with pay per
26 week to facilitate positive labor/management relations between Employees
27 and the City; the Union President and the City will attempt to schedule this
28 leave in a manner that limits the amount of overtime needed to staff the
29 President's post assignment. If the President is assigned to a post that
30 permits the scheduling of "flex-time" to accommodate the President's
31 assignment to Union responsibilities, the President and the President's
32 supervisor shall implement this arrangement.
33
34 7. Up to eight (8) hours per pay period of leave with pay shall be authorized by
35 the Office of Employee Relations for the Union Vice-President or the Union's
36 designee to assist with the resolution of labor/management issues. The Union
37 shall notify the department director in advance when requesting leave.
38 Whenever possible, this leave shall not result in additional overtime costs for
39 the City.
40

41 **Article 8. Leave to Vote**

- 42
43 1. Employees who are registered electors shall be granted two (2) hours with
44 pay between the opening and closing of the polls to vote on election days.
45 Department heads must grant this time off for voting if requested by Employees
46 registered to vote.

2. This Article will be administered in accordance with applicable state law.

Article 9. Annual and Emergency Military Leave

- A. Military Leave: Military leave with pay will be authorized for permanent Employees who are members of the National Guard or Air National Guard of New Mexico or any other organized reserve unit of the Armed Forces of the United States, including the Public Health Service, for a period not to exceed fifteen (15) working days in each Federal Fiscal Year which begins October 1, in addition to other authorized leave. Nothing in this section will prevent department directors or their designees from granting other earned leave in addition to that described by federal law if requested when they are ordered to active duty training with such units.
- B. Permanent Employees who are members of an unorganized reserve component may be granted leave with pay not to exceed fifteen (15) working days in each federal year which begins October 1 for the purpose of attending organized courses of instruction for training periods authorized such personnel. Permanent Employees called to active duty in emergencies declared by the governor or president for short periods of time not to exceed fifteen (15) working days may be granted military leave. A copy of orders must be attached to all requests for Annual and Emergency Military Leave.
- C. Each Employee shall be guaranteed all military leave rights under federal and state laws and the City's Personnel Rules and Regulations. The Employee Relations Director/Officer and Department Chief shall instruct supervisors on the Employee rights identified herein.

Article 10. Vacation Leave

- A. An Employee shall accrue vacation as follows:

<i>Continuous Service</i>	<i>Regular Work Week</i>	<i>Accrual Bi-Weekly</i>	<i>Accrual Yearly</i>
0 through 4 years	40 hours	3.85 hours	100 hours
5 through 9 years	40 hours	4.62 hours	120 hours
10 through 14 years	40 hours	5.54 hours	144 hours
15 years and more	40 hours	6.16 hours	160 hours

During the months of March and September, each department will provide for Employees the right to bid for vacation scheduling for the following six (6) months.- Vacation will be bid in seniority order by

1 department. A calendar for bidding, identifying vacation slots will be provided for
2 Employees to bid for their vacation. It is required that one (1) Union
3 representative on each shift be identified to assist management with the bidding
4 process. Employees will be allowed to bid in conjunction with their days off and
5 will not be required to bid in blocks of three.
6

7 B .Unscheduled vacation is defined as accrued vacation time which was not
8 scheduled during the bidding period. Such vacation time may be requested on an
9 individual basis for available days on a first-come, first-served basis. These
10 requests will be A calendar for bidding, identifying vacation slots will be provided
11 for Employees to bid for their vacation. It is required that one (1) Union
12 representative on each shift be identified to assist management with the bidding
13 process. Employees will be allowed to bid in conjunction with their days off, and
14 will not be required to bid in blocks of three (3). submitted to the employee's
15 immediate supervisor on a P-30 form and the request will identify the date and
16 time received.
17

18 C. All excess vacation accruals will be paid to the Employee as monetary
19 compensation at the end of the calendar year, on an hour for hour basis.
20

21 D. Vacation P-30s will be returned to the Employees within forty-eight (48) hours
22 except for months of October and March.
23

24 E. If an Employee is on suspension, injury leave, administrative leave, sick leave
25 or other leave during their scheduled vacation, any other Employee may request
26 such vacation time as unscheduled vacation on a first-come, first-serve basis.
27

28 F. Employees shall be compensated in cash at their regular rate of pay for any
29 unused accumulation of vacation when they are permanently separated from the
30 City.
31

32 G. An Employee may use accumulated vacation leave to attend physician
33 appointments provided the Employee provides reasonable notice of the
34 appointment to the Employee's supervisor.
35
36
37

38 **Article 11. Injury Time**
39

40 A. Time off for injuries in the performance of duty shall be granted in accordance
41 with the provisions of the Merit System Ordinance, applicable administrative
42 instructions and applicable personnel rules and regulations.
43
44
45

- 1 B. Injured or disabled Employees will be accommodated in accordance with the law
2 that is applicable at the time an employee utilizes Workers' Compensation.
3
- 4 C. When an Employee is injured in the line of duty and if the Employee's doctor
5 states that the Employee may/may not work light duty and the City Department of
6 Employee Health disagrees, the City and the Employee's doctor will agree on an
7 independent medical examiner at the City's expense. The opinion of the
8 physician performing the independent medical evaluation will control, and the
9 City will make every attempt to place the employee in a light duty position
10 consistent with the findings of the independent medical evaluation.
11
- 12 D. After exhausting injury leave benefits, Employees may be eligible to receive
13 donated vacation and sick leave in accordance with the Personnel Rules and
14 Regulations.
15
- 16 E. The Union agrees to have two (2) Officers serve on the Mayor's task force on
17 changes to injury time, should a task force be created.
18

19 **Article 12. Leave Without Pay**

- 20
- 21 A. All requests for leave without pay require approval of the Department Head or
22 his/her designee. Any request for leave without pay for two (2) weeks or more
23 requires approval of the Chief Administrative Officer.
24
- 25 B. An Employee may be granted leave without pay for a period not to exceed one
26 (1) year as a result of sickness or disability when certified by a medical doctor or
27 to run for non-City office.
28
- 29 C. Leave without pay may be granted for the purpose of attending schools or
30 courses when it is clearly demonstrated that the subject matter is directly job
31 related or for the purpose of preparing for a career with the City service. Training
32 provided by technical, vocational trade schools and colleges approved by
33 Veterans Administration will be accepted by the City under this subsection.
34
- 35 D. Sufficient leave of absence without pay may be granted a permanent Employee
36 to enable him to hold a non-City public office to which he has been elected or
37 appointed.
38
- 39 E. Union officials will be granted one (1) year leave without pay upon request of the
40 Union for the purpose of performing full-time duties for the Union. Such leave will
41 be renewed yearly upon request of the Union.
42
- 43 F. Maternity leave will be administered in accordance with the provisions of the
44 Family Medical Leave Act.
45

1 G. Union officers may be granted time off from their normal duties without pay to
2 attend conventions, conferences, seminars and Union meetings. If such leave is
3 approved, the Employee may utilize accumulated vacation time and/or
4 compensatory time.
5

6 **Article 13. Layoff and Recall**
7

8 A. When it is necessary to have a reduction in force, Employees will be laid off in
9 reverse order of seniority within their department.
10

11 B. In the event of layoff, an Employee will retain seniority in any classification
12 held within this bargaining unit and will be allowed to apply the total length of
13 continuous service within this bargaining unit towards seniority.
14

15 C. An Employee identified for layoff will be given at least fifteen (15) working
16 days notice.
17

18 D. The City will provide for Union input prior to any layoff.
19

20 E. An Employee who is laid off has the responsibility of keeping the City
21 informed as to correct mailing address. An Employee laid off due to a
22 reduction in force will be called back to work in his/her seniority order
23 according to the following procedure:
24

25 a. The City will advise the Employee to be recalled by certified or register
26 US Mail. A copy of such recall notice shall be furnished to the Union.
27

28 b. An Employee upon receiving notice of recall will, within ten (10)
29 working days after receipt of the recall notice, acknowledge receipt by
30 certified or registered mail advising the Personnel Director of the date
31 he/she will be available for service, which available date must not be
32 later than thirty (30) calendar days from the date the Employee
33 receives the recall notice unless there are extenuating circumstances.
34

35 c. Employees failing to comply with this section will forfeit their recall
36 rights. Failure to report following the receipt of the recall will be
37 considered an automatic resignation. It is understood that the City will
38 have discharged its obligation of notification to laid off Employees by
39 having forwarded the recall notice as herein outlined.
40

41 F. No new Employees will be hired into the bargaining unit until all laid off
42 qualified Employees have been given an opportunity to return to work.
43

44 G. Bidding on vacancies while on Layoff-Forced Assignment: Employee who are
45 assigned to a lower grade as a result of reduction in the work force may bid

1 for positions of a higher grade and pay. Should the position bid for carry a
2 grade and pay higher than the forced

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7 assignment but lower than the position from which the Employee was initially
8 downgraded, the Employee will retain the recall rights to the Employee's initial
9 position. Should the Employee, while on forced grade and pay than his initial
10 position and the Employee accepts the position, the Employee will relinquish all
11 recall rights to the initial position held prior to the forced assignment.

12
13 **Article 14. Seniority**

14
15 A. Seniority for the purpose of this Agreement is defined as follows unless
16 otherwise specifically provided for in other Articles of this Agreement.

17
18 a. The length of continuous service with the City of Albuquerque as a full-
19 time permanent Employee obtained in the Employee's present
20 department. Continuous service shall not be interrupted if the
21 Employee was on approved leave of absence.

22
23 b. Employees who voluntarily transfer out of the bargaining unit to accept
24 other positions within City government may return to their former
25 position within thirty (30) days, if their former position remains open
26 without any loss of seniority.

27
28 c. The Employer shall prepare and maintain a seniority list as defined in
29 this section for Employees in the bargaining unit. This list shall include
30 the Employee's name, the Employee's classification and seniority date.
31 A master seniority roster will be developed for each department. This
32 will be posted in a secure area and updated as changes occur. Copies
33 of the seniority roster will be made available to the Union upon request.

34
35 d. If the City decides to merge any or all JSO (5Z84A) Employees as one
36 (1) Unit or Department, the determining factor for seniority will be the
37 date of hire in the JSO (5Z84A) series.

38
39
40 **Article 15. Promotional Procedures and Policies**

41
42
43 A. Qualified Employees within the bargaining unit will be given first consideration
44 for filling a vacancy within the bargaining unit, promotions within the
45 bargaining unit, transfer or assignment within the bargaining unit.
46

1 B. Selection for promotion or transfer will be made on basis of education,
2 experience, training, skills, job performance and other abilities, as well as test
3 scores, where applicable. Where these are equal among candidates, seniority
4 in the department will be the deciding factor.

5
6 C.

7
8 C. The Employer agrees that when there is a vacancy within a division which
9 could allow an Employee assigned to that unit a promotional opportunity, a notice
10 of such vacancy will be posted on the appropriate bulletin boards for a period of
11 seven (7) days. In cases where a promotional testing list exists, vacancies will
12 not be posted but selection will be made from the list. The Union President will be
13 supplied copies of all circulars.

14
15 D. Testing scores will be posted without names. Officers who tested will be
16 informed of their test scores upon request.

17
18 E. An Employee who applies for such a position and does not meet the stated
19 criteria/qualifications will, upon written request, be given appropriate written
20 reason(s) why the applicant was not selected. The reasons shall be returned
21 to the applicant within fourteen (14) days after the written request has been
22 made. The written reason(s) is intended to be instructional for the applicant.
23 The reason(s) shall not be grievable under this Agreement's Grievance
24 procedure unless the reason(s) violate protections set forth under Article 2A
25 of this Agreement. Pursuant to Article 57 of this Agreement, the Union
26 President or his/her designee may meet with the Department Director on
27 recommended criteria for consideration when a position vacancy exists.

28
29 F. The City agrees to review the feasibility of establishing additional procedures
30 within each department which involve testing and the establishment of a
31 promotional list.

32
33 G. The City and the Union will notify and encourage bargaining unit Employees
34 to participate in Career Counseling Programs through the City's Office of
35 Career Development. The Union President will be given written notice of
36 career counseling programs as they become available.

37
38
39 **Article 16. In-Service Training**

40
41
42
43 A. Management will provide Employee training as necessary to maintain job
44 skills and certification requirements subject to the availability of services.
45

- 1 B. Specialized training for bargaining unit Employees will be posted for seven (7)
2 calendar days and read in briefing. Copies will be provided to the Union
3 President/designee. Selection will be determined on the job performance,
4 experience, qualifications and fitness. Where all are equal, seniority shall be
5 the deciding factor.
6
7 C. Upon request of the Union, the Union and the City shall meet to identify areas
8 where additional training will benefit Employees and the City.
9

10
11
12 **Article 17. Procedure For Approving Memorandums of Understanding**
13

14 The signatures of the Union President and the Director of Employee Relations,
15 as exclusive representatives on Memorandums of Understanding, shall be
16 binding on the parties.
17

18 **Article 18. Union-Management Safety/Security Committees**
19

- 20 A. It is the responsibility of all bargaining unit members, officials of the Union and
21 managers to contribute to a healthful and safe working environment. In the
22 furtherance of this policy, a joint Union/Management Safety/Security
23 Committee will be established in every department to review safety issues
24 and make recommendations for improvement to the Department Director.
25
26 B. Security is included in this section only as it relates to safety. Members of the
27 Safety/Security Committees will meet at least once per month during working
28 hours without loss of pay. If issues arise requiring immediate attention, the
29 parties may agree to meet on a more frequent basis. If minutes of the
30 committee meetings are kept, such minutes shall be made available to all
31 committee members. Overtime shall not be authorized for committee
32 meetings. Compensatory time and flex-time for committee members may be
33 utilized
34
35 C. Each committee will be composed of two (2) Employees selected by the
36 Union President and two (2) Employees selected by management. The
37 parties may agree to expand membership of these committees on a case by
38 case basis to adequately address issues of concern.
39
40 D. The Safety Committee will not initiate or recommend disciplinary action.
41
42 E. Each committee will adopt guidelines governing the focus of its review.
43
44 F. Concerns regarding the effectiveness of Safety Committees may be
45 addressed at the department level or through the Employee Relations
46 Department.

1
2
3 **Article 19. Medical Coverage Program**
4

- 5 A. The City will provide voluntary group medical insurance plan(s) for its
6 employees. The Employee must pay 20% of the cost for
7 himself/herself and his/her family, if he/she elects to participate in one of the
8 plans, and the City will pay the remaining 80%.
9
10 B. The City will pay 80% of the employee's premium for the Dental Plan. The
11 Employee will pay the remaining 20%.
12
13 C. See Memorandum of Understanding in Appendix section.
14

15
16 **Article 20. Ambulance Service**
17

18 Ambulance service, as determined by the paramedic called to the scene, shall be
19 requested to take on-duty injured employees to a local hospital at the expense of
20 the City.
21

22 **Article 21. Disciplinary Action**
23

- 24 A. A pre-determination hearing shall be convened to determine the facts
25 regarding allegations against an Employee which may result in disciplinary
26 action other than a verbal warning, oral counseling, a letter of instruction or a
27 letter of advisement/caution. The Employee shall have reasonable notice, but
28 not less than four (4) days notice, of the scheduled pre-determination hearing.
29 A pre-determination hearing notice shall list the charges against the
30 Employee and will include all discovery against the Employee. The City shall
31 assure Union access to the Policies and Procedures Manual for the purpose
32 of representing an Employee with a pending pre-determination hearing.
33 Within ninety-six (96) hours of the pre-determination hearing, the Employee
34 will be allowed an opportunity to review all evidence against the Employee. If
35 an Employee is ordered to prepare a written document that describes an
36 incident that eventually leads to an investigation of the Employee's behavior,
37 the Employee, upon request, shall be provided a copy of the letter. If
38 requested in a timely manner, the letter shall be provided to the Employee
39 before the Employee is required to submit a written answer to any charges
40 filed against the Employee by the Department.
41
42 B. When notifying the Employee of the charges against the Employee, it is
43 recognized that the Employee has the right to Union representation. Written
44 notification of investigation will be initiated within ten (10) days of the
45 commission, omission or discovery of the act that precipitated the charges

1 and the investigation. In cases where extensive investigation is required,
2 disciplinary action will not be initiated until the facts have been established.

3
4 C. In the event disciplinary action is taken against an Employee other than the
5 issuance of an oral warning, the employer shall promptly furnish the
6 Employee in writing a clear and concise statement of the reasons therefore.

7
8
9 D. Nothing in this section shall prevent the Employer from disciplining or
10 discharging Employees for just cause.

11
12 E. When disciplinary action is to be imposed, progressive discipline will be
13 considered when it appears that the merits of the case would lend itself to this
14 procedure.

15
16 F. When possible, criticism of Employees and management will be in private,
17 away from the public and other Employees.

18
19 G. An Employee may propose in writing to management a level of discipline
20 he/she will accept for an offense prior to management imposing disciplinary
21 action. If management accepts the discipline proposed by the Employee, the
22 issue will be considered settled and the action will not be grieved.

23
24 H. The parties agree that investigations of disciplinary actions shall be
25 conducted in a manner that affords the Employees involved an environment
26 that is conducive to problem solving. Union concerns over investigations may
27 be initially addressed to the Department Director.

28
29 I. The Employee shall have the right to have Union representation during the
30 investigative, pre-determination and grievance process. The parties agree
31 investigations should be completed as quickly as possible. For Corrections
32 Employees, investigations shall normally be concluded within a six (6) month
33 period. For Security and Animal Control Employees, the investigation shall
34 normally be concluded within a fifteen (15) workday period. The City may
35 extend the investigation beyond the six (6) months or fifteen (15) workday
36 periods provided the City has a compelling reason(s) for the extension. The
37 reason may include, but will not necessarily be limited to, a homicide, riot,
38 narcotics violation or an excessive force case. At any time during the
39 investigation, the Union and/or the affected Employee may request a status
40 report on the investigation. The request shall not be denied.

41
42 J. Honest Employee and witness testimony is a central ingredient to the
43 establishment and maintenance of an internal investigation process that is
44 characterized as one that has integrity, efficiency and fairness. Each
45 Employee or witness shall be free from inappropriate interrogatories during

1 any investigation. Each Employee shall provide information that is truthful
2 during an investigation.
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8 **Article 22. Grievance Procedure**
9

- 10 A. Nothing in this Agreement shall prevent any Employee from instituting or
11 pursuing any grievance in his/her behalf without the assistance of the Union.
12 The City and the Union agree to work together to make efforts to resolve
13 grievances at the lowest level. The Union must be notified at the filing of all
14 grievances by the Employee.
15
16 B. The aggrieved Employee may have representation at any time or step in the
17 grievance procedure of disciplinary action.
18
19 C. As a condition of employment, Employees are required to appear as
20 witnesses in grievance hearings when requested by the aggrieved Employee
21 or by the City. Requests for the appearance of witnesses will be made
22 through the Department of Employee Relations. Any Employee called as a
23 witness during working hours shall be paid at his/her regular rate. The
24 Employee will be required to return to work when he/she is no longer needed
25 as a witness. Employees called as witnesses during time off shall be paid at
26 straight time for the time spent at the hearing by whichever party is requiring
27 the Employee to appear.
28
29 D. Procedure:
30
31 a. A grievance shall be defined as an alleged violation of the Agreement.
32
33 b. Prior to filing a written grievance, an Employee shall informally discuss
34 the grievance with the Department Director or the Director's designee.
35
36 c. A grievance shall be considered null and void if the grievance is not
37 filed in writing at Step One within ten (10) workdays after the act,
38 commission or omission that generated the grievance occurred.
39
40 d. Step One: If the Employee is not satisfied with the results of the
41 informal meeting, the Employee may file a written grievance with the
42 Department Director no later than ten (10) workdays after the act,
43 commission or omission that generated the grievance occurred. The
44 Department Director or the Director's designee will submit a written
45 response to the grievance to the Employee and the Employee
46 Relations Director no later than ten (10) workdays after the Department

1 Director received the grievance. The Department Director shall also
2 send a copy of the response to the Union.
3
4

- 5 e. Step Two: If the Employee is not satisfied with the Department
6 Director's written grievance response, the Employee may appeal the
7 grievance in writing to the Employee Relations Director no later than
8 ten (10) working days after receiving the Director's written response.
9 The Employee shall submit a copy of the appeal to the Union and then
10 to the Employee Relations Director. The Employee Relations Director
11 shall convene a meeting to discuss the grievance within fifteen (15)
12 workdays after receiving the grievance. The Employee may have a
13 Union representative attend the meeting and the Department Director
14 may be represented by a person of the Department Director's choice.
15 No later than ten (10) workdays after the close of the meeting, the
16 Employee Relations Director shall issue a written finding to the
17 Employee, the Union and the Department Director.
18
- 19 f. If the Union and the Employee are not satisfied with the Employee
20 Relations Director's written finding, the Union may appeal the
21 grievance to the City's Labor-Management Relations Board within
22 thirty (30) days after receipt of the findings.
23
- 24 g. The time limits set forth herein shall be considered maximums. The
25 parties may only extend the time limits by executing a written
26 extension. If a grievance is not filed or appealed by the Employee or
27 Union in a timely manner, the grievance shall be considered null and
28 void. If the City does not respond to a grievance in a timely manner,
29 the grievance shall automatically be appealed to the next step.
30
31

32 **Article 23. Union Steward Appointments**
33

- 34 A. The Union shall appoint stewards and provide the employer with a list of such
35 stewards designated by division, shifts or work units. Local 1888 hereby
36 reserves the right to make any changes of Union stewards at any time so long
37 as the affected department within the bargaining unit is informed within a
38 reasonable period of time.
39
- 40 B. The Union will furnish the employer with a list of all Union non-City employee
41 officials who would have reason to visit the work site. All visits will require that
42 the department heads, division heads or shift supervisor involved have prior
43 notification. Access to premises by non-City Employee Union personnel will
44 have prior approval from the director or designee.
45
46

1
2 **Article 24. Elections and Appointments**
3

4 The City will notify the Union of elections or appointments to the City's Labor
5 Relations Board and the Personnel Board.
6

7
8 **Article 25. Bulletin Board**
9

- 10 A. The Employer will provide and post a secured, four foot by four foot (4'X4')
11 bulletin board in a location mutually agreed upon by the parties for the display
12 of official Union literature, correspondence or notices. The Union will provide
13 a lock for the board and a key for the lock to the director.
14
15 B. The bulletin board will not be used to criticize the Union, any of the Union's
16 policies or any of the Union Officers or management. Literature pertaining to
17 management will be given to the director or designee prior to posting.
18

19 **Article 26. Rules and Regulations**
20

- 21 A. The Employer hereby agrees that any changes to Rules and Regulations
22 within each department shall not be in direct conflict with Local 1888's
23 existing contract.
24
25 B. The Employer agrees to notify Local 1888 in advance and in writing of any
26 proposed changes to Rules and Regulations for review purposes, and to
27 provide input.
28

29 **Article 27. Employee Personnel File**
30

- 31 A. A copy of any material pertaining to an Employee's performance or to
32 disciplinary actions to be placed in the employee's personnel files must be
33 presented to the Employee for signature and review.
34
35 B. By arranging an appointment in advance, Employees shall be allowed to
36 review the contents of their departmental personnel file during normal working
37 hours (8:00 am to 5:00 pm). Reasonable requests for copies or documents in
38 the file shall be honored and reasonable charges made for such copies.
39
40 C. Only the personnel file kept in the Human Resources department will be used
41 for interdepartmental interviews.
42
43 D. Employees shall have the right to submit written responses to all derogatory
44 documents placed in their Human Resources or departmental file within each
45 department. Such written responses will be placed in the appropriate file.

1 Derogatory material may be purged from the Employee's departmental file at
2 the department head's discretion.

3
4 E. Human Resources Departmental files are a permanent record of an
5 Employee's performance with the City of Albuquerque. Such files will not be
6 purged. However, Employees who have been cleared of any charges shall
7 not have reference of any of these charges included in their permanent
8 personnel file.

9
10 F. It is hereby recognized that, upon written notification by the Employee, the
11 Union will be allowed to view his/her file.

12
13 G. The Union President or designee may request to meet with the department
14 director to mediate disputes concerning purging of derogatory material from
15 Departmental personnel files.

16
17 **Article 28. Job Descriptions and Classification Change**

18
19 A. The official job description for any position will be maintained by the Human
20 Resources Department. The Union and the Employee or the Employee alone
21 may review the job description for the position he/she holds.

22
23 B. The Union will be given the opportunity to provide written input to the Human
24 Resources Department, requesting existing job descriptions, changes to job
25 descriptions and new job descriptions.

26
27 C. Upon request of the Union President or designee, the Union will be provided
28 a copy of job descriptions for positions within their bargaining unit.

29
30 **Article 29. Dead Animal Pickup**

31
32 Animal Control Officers will not be required to pick up dead animals. However,
33 when an Officer responds to an injured animal call and finds the animal has just
34 died and has not started to decompose, the Officer will pick up the fresh carcass
35 and bag same into a plastic refuse bag provided by the City for immediate
36 transport to the appropriate location. Animal Control Officers will be issued
37 protective gear to avoid contamination of their uniforms while picking up dead
38 animals.

39
40 Upon request of the Union representatives, the Employee Relations Department
41 and the Animal Services Division will meet to improve the effectiveness and
42 efficiency of this effort and to explore alternative methods of providing this
43 service to the public.

1 **Article 30. Critical Incidents**
2
3
4

- 5 A. Employees who, during the performance of the duties, are seized,
6 detained by force, threatened or are victims of significant battery will be
7 referred to the Employee Assistance Program for evaluation to determine
8 if the Employee can perform the essential functions of the job. If
9 determined that the employee cannot return to duty, the Employee will
10 remain on injury time until the employee has been released to return to
11 duty. It is the intent of this section to ensure adequate care and treatment
12 as well as uninterrupted pay for Employees involved in work related
13 injuries.
14
- 15 B. In the event that critical stress incidents including, but not limited to, work
16 peer suicide or work related death of a co-worker occurs, Employees will
17 be referred to the Employee Assistance Program for counseling. These
18 counseling sessions will be kept confidential. The Employer shall provide
19 employees appropriate and adequate critical incident stress debriefing
20 (hereinafter referred to as "CISD") through the E.A.P.
21
- 22 C. The City will notify the Union President or the President's designee of any
23 serious disturbance such as a riot or hostage situation that affects an
24 Employee. This commitment shall not be interpreted or implemented in a
25 manner that limits the ability of the City effectively address and resolve the
26 disturbance. Failure by the City to notify the President of the disturbance
27 may be initially grieved to the Director of Employee Relations.
28

29 **Article 31. Inoculation and Immunization**
30

- 31 A. Employees, while on duty, who are exposed to a contagious disease will
32 receive any necessary inoculation and immunizations for himself/herself and
33 his/her family at the City's expense.
34
- 35 B. The City will take appropriate measures, as determined by the City
36 Occupational Health and Safety Division to protect Employees from
37 contagious diseases.
38

39 **Article 32. Performance Evaluations**
40

- 41 A. The parties recognize that department directors may choose to implement a
42 systematic performance evaluation system at the level of the department,
43 division, work unit or by Employee classification. For an Employee to be
44 evaluated, performance evaluations will be conducted by the supervisor(s) for
45 all subordinates assigned to his/her

1 charge at least annually, but not more than biannually. No evaluation will be
2 made of any Employee by his/her immediate supervisor(s) until that
3 Employee has served under the supervisor(s) for at least three (3) months.
4 When this is not possible, evaluations shall be conducted in conjunction with
5 previous supervisor(s) when possible.
6

7 B. At the Employee's request, negative performance evaluations shall be
8 reviewed up to the department head who may modify, rescind or affirm the
9 evaluation in question. Upon request, the employee shall receive a copy of
10 the evaluation upon signing the document.
11

12 C. Any deficiencies noted in the performance evaluation shall call for a meeting
13 between the supervisor and the Employee in which the deficiencies and
14 possible corrective action are discussed. The Employee may write down their
15 disagreement with noted deficiencies and have it included with the
16 performance evaluation.
17

18 D. Evaluations should not include ratings solely reflecting a lack of specialized
19 training normally provided by the City, but not made available to the
20 Employee.
21

22 **Article 33. Storage of City Equipment**
23

24 Storage that provides a reasonable amount of security will be provided for City
25 equipment and Employees will not be required to take equipment home except
26 when the Employee is on standby status.
27

28 Employees who are to take City equipment home will be held responsible for its
29 maintenance and care and replacement in the event it is damaged or lost. A
30 policy addressing the storage of weapons will be established by the department.
31

32
33 **Article 34. Safety**
34

35 Safety is an integral part of the responsibilities of every manager, supervisor and
36 Employee. Safety management exists to assist managers, supervisors and
37 Employees in better performance of their duties.
38

39 A. Employees shall comply with such rules, regulations and practices as
40 may be prescribed for the conduct of Employees in order to provide
41 safe, sanitary and healthful working conditions.
42

43 For all Employees covered by this Agreement, the Employer shall:
44

45 a. Provide safe and healthy working conditions and practices.
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- b. Provide safe, healthy and clean work sites and grounds.
 - c. Provide a safe and secure area for Employee meal and break periods.
 - d. Maintain in safe working condition all City-owned motor vehicles, tools and equipment
- B. When the security and safety of staff or public is questionable, the two person concept shall be used per Policy and Procedures/SOP.
- C. The City and management must use its best efforts to provide a safe work environment. A.O.A. and the department heads will work in conjunction to create a safe work environment.
- a. City Security Only: The City shall ensure that officers working special events of two (2) people or more shall be posted a minimum of one-half (1/2) hour prior to the event and a minimum of one-half (1/2) hour post event.

Article 35. Equipment Cleanup

It is recognized that it is the Officers' responsibility to maintain his/her equipment in a clean and sanitary condition. Sufficient time will be allotted to perform these duties.

Article 36. Dues Check-off

- A. During the life of this Agreement and upon receipt of a voluntary authorization for dues deduction card, the City will deduct from the pay of each Employee who has executed an authorization card, membership dues levied by the Union in accordance with its constitution and by-laws. The Union will provide dues deduction and termination cards. Termination cards must be signed by the Union President. An Employee wishing to terminate their dues may do so during the first week of January and July.
- B. The City agrees to forward to the Local 1888 Treasurer all dues withheld pursuant to valid authorization cards. Dues withheld will be forwarded to the designated Union Treasurer for each payroll period. The City will be notified in writing as to whom the designated Union Treasurer is by elected Union President.

- 1 C. The Union shall indemnify, defend and save the City harmless against any
2 and all claims, demands suits or other forms of liability that shall arise out of
3 or as a result of any conduct taken by the City for purpose of complying with
4 this section.
- 5
- 6 D. Employees may authorize for payroll deduction amounts over the minimum
7 dues levied by the Union by submitting a written voluntary request on an
8 approved form.
- 9
- 10 E. Employees promoted to a position outside the bargaining unit will be
11 withdrawn from Local 1888 membership Provided the employee notifies the
12 City and the Union in writing.
- 13
- 14 F. On request of Local 1888, the employer agrees to furnish the Union a list of
15 bargaining unit members on an annual basis. This list shall include the pay,
16 grade, name, date of hire, classification and work location.
- 17
- 18

19 **Article 37. Work Hours**

- 20
- 21 A. Work Schedules: An Employee's normal work week shall be forty (40) hours
22 per week, eight (8) hours per day, five (5) consecutive days, of eight (8)
23 consecutive hours per week, except for Employees presently working ten (10)
24 hours per day, four (4) consecutive days of ten (10) consecutive hours per
25 week.
- 26
- 27 B. Employees working eight (8) or ten (10) hour shifts shall be granted a meal
28 period with pay of thirty (30) minutes. Should a disruption occur, which
29 requires the immediate attention of the Employee, the Employee will respond
30 to the disruption and shall later be allowed to resume his/her meal period.
- 31
- 32 C. A meal period with pay of up to thirty (30) minutes shall be granted to
33 Employees required to work more than two (2) hours beyond the regular shift.
34 Should a disruption occur which requires the immediate attention of the
35 Employee during his/her meal period, the Employee will respond to the
36 disruption and shall later be allowed to resume his/her meal period. An
37 Employee who is not provided the opportunity to take a thirty (30) minute
38 meal period shall receive overtime pay for the thirty (30) minutes.
- 39
- 40 D. Rest Period: Normally, Employees will be allowed to take their fifteen (15)
41 minute rest breaks during each half shift within the second and third hour of
42 each shift. Rest periods may not be accumulated or normally postponed.
43 Should a disruption occur which requires the immediate attention of the
44 Employee during his/her rest period, the Employee will respond to the
- 45
- 46

1 disruption and shall later be allowed to resume his/her rest period. An
2 Employee who is not provided an opportunity to take a fifteen (15) minute
3 break shall receive overtime pay for the fifteen (15) minutes.
4

5 E. Split shift: No Employee will be required to work a split shift.
6

7 F. Consecutive Shifts: No Employee shall be required to work two (2) complete
8 consecutive shifts without an eight (8) hour period off work following the two
9 (2) consecutive shifts worked except in declared emergencies.
10

11 G. Declared Emergency: A declared emergency is defined as a turn of events
12 which endangers the health and safety of the public and/or Employee. Such
13 an emergency must be declared by the Department Director before each
14 emergency in writing and shall be posted in a conspicuous place.
15

16 **Article 38. Leave With Pay**
17

18 A. As a benefit of employment with the City of Albuquerque, leave with pay is
19 available for the following reasons: vacation, sickness, injury, emergencies,
20 City business, jury duty, voting, annual military services and education and
21 leave with pay taken in conjunction with the F.M.L.A. policy.
22

23 Leave with pay may be granted to elected Union Officials to attend meetings
24 where the good of the City's services is involved, as determined by the
25 Director of Employee Relations.
26

27 All requests for leave will be submitted for approval on the City Form P-30
28 and shall have any necessary documentation attached. Employees desiring
29 to be absent from duty before the necessary forms have been submitted and
30 approved must request approval from the supervisors on duty within a
31 reasonable time prior to the start of their shift.
32

33 B. Legal holiday: Legal holidays for the employees of this unit are as follows:
34

35 New Years Day	January 1st
36 Martin Luther King's Birthday	Third Monday in January
37 Presidents Day	Third Monday in February
38 Memorial Day	Last Monday in May
39 Independence Day	July 4 th
40 Labor Day	First Monday in September
41 Veterans Day	November 11 th
42 Thanksgiving Day	Fourth Thursday in November
43 The Day After Thanksgiving	Fourth Friday in November
44 Christmas Day	December 25 th
45 Employee Birthday	Employee Date of Birth

46

1 An Employee may, during the month of December, for the following year,
2 specify in writing to the department head which of the holidays the Employee
3 wishes to take on days other than the dates designated above.
4

5 C. Employees shall receive holiday pay at straight time at their hourly rate of pay
6 for eight (8) hours, for all holidays not worked. In the event that an Employee
7 is required to work on a holiday and does not exercise an option to take a
8 floating holiday, he/she shall be paid holiday pay at the rate mentioned above
9 plus time and one half for all hours worked.
10

11 D. Employees who are required to work on a holiday may designate that holiday
12 a floating holiday. If the Employees elect to exercise this option, they will work
13 the designated legal holiday at straight time pay and may opt to receive either
14 time and one-half off duty or time and one-half pay.
15

16
17 **Article 39. Sick Leave, Emergency and Early Retirement Leave**
18

19 A. Sick leave: Sick leave shall accrue at the rate of 3.70 hours, bi-weekly. The
20 maximum accumulation is 2000 hours. Conversion of sick leave may be
21 accomplished in the following manner:
22

23 a. Sick leave accumulation over 500 hours may be converted at the rate
24 of (a) three (3) hours of sick leave for one (1) hour's vacation or (b)
25 three (3) hours of sick leave for one (1) hour pay.
26

27 b. Sick leave accumulation over 850 hours may be converted at the rate
28 of (a) two (2) hours sick leave for one (1) hour vacation or (b) two (2)
29 hours of sick leave for one (1) hour pay.
30

31 c. Sick leave accumulation over 1200 hours may be converted at the rate
32 of (a) three (3) hours sick leave for two (2) hours vacation or (b) three
33 (3) hours sick leave for two (2) hours pay.
34

35 The Employee must notify the Human Resources Department if he/she wishes to
36 convert at the 500, 850 or 1200 hours accumulation.
37

38 B. Emergency leave: Emergency leave charged to sick leave for up to three (3)
39 days may be requested when the presence of the employee is required by a
40 physician as a result of a serious illness or injury to the Employee's
41 immediate family. The City will allow as many as five (5) days emergency
42 leave per incident. As for death in the immediate family, the immediate family
43 for this purpose shall include the Employee's spouse, children, parents,
44 parents-in-law, grandparents, brother and sister. If travel over 500 miles (one
45 way from Albuquerque) is required for a death or illness in the immediate
46 family, one (1) additional leave day may be granted. Employees may elect to
47 use accrued vacation leave instead of sick leave for "emergency leave;"

1 however, they shall still be subject to the conditions of using “emergency
2 leave.”
3

4 C. Early Retirement Conversion: An Employee with a minimum of ten (10) years
5 of service or who turns sixty (60) years of age, may convert all unused sick
6 leave to early retirement leave. In all cases of early retirement, accumulated
7 sick leave shall be converted to early retirement leave at a ratio of one (1)
8 hour of sick leave for one (1) hour of early retirement leave. The Employee
9 may accrue sick leave up to -2000 hours, may convert accruals up to 2000
10 hours to early retirement.

11
12 D. Employees who have been absent from work for sick leave on at least three
13 (3) occasions and have missed more than fifty-six (56) hours of personal
14 absence sick leave during the preceding twelve (12) (rolling calendar year)
15 months shall not be granted further personal absence sick leave until their
16 utilization falls below this level. Doctor’s certification will only be required after
17 exceeding the fifty-six (56) hour rule or when a pattern of flagrant violations
18 exists. Personal absence sick leave does not include sick leave taken for:

- 19
20 a. Emergency Leave.
- 21
22 b. Hospitalization, out-patient surgical procedure, or serious medical
23 procedures.
- 24 c. Leave taken pursuant to the Family Medical Leave Act (“FMLA”).
- 25
26 d. Leave taken as a reasonable accommodation pursuant to the
27 American With Disabilities Act (ADA);
- 28
29 e. Serious illness as verified by a physician’s statement.
- 30
31 f. Legal quarantine;
- 32
33 g. Childbirth.

34
35 Except for flagrant violation, no disciplinary action shall be taken against
36 Employees not in compliance with this subsection.
37

38 E. All Employee sick leave balances within the preceding nine (9) months from
39 the signing of this contract are to be counted. For every month that no sick
40 leave is taken during the first three (3) months of this contract period, eight (8)
41 hours will be exempted from the total used in the previous nine (9) months.

42
43 F. Employees who utilize zero (0) hours of sick leave over six (6) consecutive
44 months will be awarded one (1) day of leave in accordance with Council
45 Resolution R-445.
46

1 G. Employees should plan to begin processing for retirement at least six (6)
2 months before the projected date of retirement. Assistance may be obtained
3 through the Human Resources Department.
4

5 H. Sick leave Conversion at Retirement: An Employee may convert one hundred
6 percent (100%) of accumulated sick leave to be applied to early retirement
7 leave immediately prior to the effective date of retirement.
8

9 Employees may convert one hundred percent (100%) of their sick and
10 vacation leave accumulations to cash payment at time of retirement.
11
12
13

14 **Article 40. Clothing Allowance**
15

16 Each Employee shall receive a clothing and personal properties allowance of six
17 hundred dollars (\$600.00) per year to be paid at the rate of fifty dollars (\$50.00) per
18 month on the first payday of each month. Payments may be prorated on a pay period
19 basis, twenty-six (26) equal payments per year.
20
21
22

23 **Article 41. Health Aids Damaged In The Line Of Duty**
24
25

26 A. Health aids damaged in the line of duty will be repaired or replaced by the
27 City.
28

29 B. Employees' watches damaged in the line of duty will be reimbursed for such
30 damage up to a maximum of forty dollars (\$40.00) receipt and incident report
31 required.
32

33 C. Replacement of health aids shall be of equal construction for those items
34 damaged or broken.
35
36
37

38 **Article 42. Pay Plan**
39

40 A. Security and Animal Control Officers:
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Effective June 24, 2006

Steps	2	7	8	9
Grade	11.54	13.97	14.53	15.11

Effective June 24, 2007

Steps	1	2	7	8	9
Grade	7.21	11.94	14.46	15.04	15.64

B. During the term of this Agreement, the Labor Management Committee shall meet to discuss the feasibility of implementing a “bilingual” pay differential for eligible Employees. At a minimum, the Committee shall study the following issues:

- a. Eligibility requirements
- b. Benefits to the City of a differential
- c. Cost of the differential

Article 43. Step Increases

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

Article 44. Longevity Pay

A. Employees will receive longevity pay as follows:

	Pay Period
5 to 10 years of continuous service	\$28.07
10 to 15 years of continuous service	\$32.69
15 to 20 years of continuous service	\$37.31
Over 20 years of continuous service	\$41.92

B. Employees reaching new longevity thresholds during the contract will be paid the rates printed in the contract.

1 **Article 45. Shift Differential**
2
3

- 4 A. Employees permanently assigned to the Swing Shift will receive fifteen cents
5 (.15) per hour shift differential pay and twenty cents (.20) per hour shift
6 differential pay for permanent assignment to Graveyard Shift.
7
8 B. Swing and Graveyard Shifts will be defined by each department.
9

10
11 **Article 46. Temporary Upgrades**
12

- 13 A. Temporary upgrades are voluntary assignments. Employees who are
14 temporarily upgraded must be qualified, perform the duties and assume the
15 responsibilities of the position. When possible selections for temporary
16 upgrade will be made from the current promotional list. When selections are
17 not made from the current promotional list, selections for temporary upgrades
18 normally will be made based on an Employee's qualifications, fitness and
19 ability to perform the work and job performance. When all other factors are
20 equal, seniority shall be the deciding factor.
21
22 B. Bargaining unit Employees who are temporarily upgraded to supervisory
23 positions are responsible for the documentation of Employee actions which
24 could lead to disciplinary action but will not be required to initiate disciplinary
25 action. Employee action which requires immediate disciplinary action will be
26 initiated by the next level of management personnel on duty.
27
28 C. Employees on upgrade status to a management position will receive an eight
29 percent (8%) increase above their regular rate of pay or the entry rate of pay
30 for the given position, whichever is greater.
31
32 D. The City agrees to discourage frequent assignment of Employees below their
33 regular classification and agrees not to lower an Employee's pay on
34 temporary assignment to lower classifications.
35
36 E. Temporary upgrades will be documented by the City.
37
38 F. Every six (6) months the Employer will post a sign-up sheet to allow the
39 Employees to sign up to volunteer for temporary upgrades.
40
41

42 **Article 47. Shift Exchanges**
43

- 44 A. Each department will implement a program providing for the exchange of
45 shifts in the same work units. Employees of equal rank and like qualifications
46 may exchange shifts by notifying, in advance of the work shift, the supervisor

1 designated by the department. The Officer who accepts the responsibility of
2 working another Officer's shift shall do so in writing. In the event an Employee
3 reports off for any reason, the Employee who agreed to work that Employee's
4 shift shall be docked at the rate of time and one-half. The trading of time on
5 holidays shall be allowed. Any exchange of shift agreement shall normally be
6 approved twenty-four (24) hours before the agreement is to be implemented.
7 It is understood that this agreement is solely for trading of shifts and is not
8 intended to change the work week cycle. Nor shall any Employee be removed
9 from this program for any reason other than failing to report for a shift
10 exchange. Employees failing to report for a shift exchange shall not be
11 allowed to participate in the program for sixty (60) days. If the Employee fails
12 for a second time, that Employee shall be excluded for six (6) months. A third
13 failure excludes the Employee for one (1) year.

- 14
- 15 B. Each department shall maintain rules and regulations that implement the
- 16 provisions of this section to meet Department and Employee needs. Uses of
- 17 shift exchange include but are not limited to the following:
 - 18
 - 19 a. Vacation
 - 20
 - 21 b. Representing the department in Special Events
 - 22
 - 23 c. Emergency
 - 24
 - 25 d. Personal Leave
 - 26
 - 27 e. Union Business
 - 28
- 29
- 30 C. It is understood that the exchange of shift agreements require approval of the
- 31 supervisor designated by the department.
- 32
- 33 D. Employees may not exchange a shift for monetary payment under any
- 34 circumstances.
- 35
- 36
- 37

38 **Article 48. Savings Clause**

- 39
- 40 A. Should any part of this Agreement or any provisions contained herein be
- 41 declared invalid by any tribunal of competent jurisdiction, the validity of the
- 42 remaining portions shall not be affected.
- 43
- 44 B. Should this occur the parties will immediately meet to negotiate a suitable
- 45 provision to replace the provision held invalid.
- 46

1 **Article 49. Zipper Clause**
2
3

4 The parties agree that this is the complete and only Agreement between the parties.
5 Each party has negotiated on all issues identified for negotiations and such negotiations
6 have led to this Agreement. No additional negotiations will be conducted on any item,
7 whether contained herein or not, except by mutual agreement of the parties. This
8 Agreement replaces any and all previous agreements between the parties.
9

10 The parties acknowledge that during the negotiations which resulted in this Agreement,
11 each had the unlimited right and opportunity to make demands and proposals with
12 respect to all proper subjects of collective bargaining and that all such subjects have
13 been discussed and negotiated upon and the agreements contained in this Agreement
14 were arrived at after the free exercise of such rights and opportunities; therefore, the
15 Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly
16 waives the right and each agrees that the other shall not be obligated to bargain
17 collectively, but could if mutually agreed, with respect to any subject matter not
18 specifically referred to or covered in this Agreement, even though such subject or matter
19 may not have been within the knowledge or contemplation of either or both of the
20 parties at the time they negotiated or signed this Agreement.
21

22 Furthermore, it is understood and agreed that Employees have only those contractual
23 rights specifically granted to them by the specific language of this Agreement. Neither
24 the Union nor the Employees have any implied or inferred contractual rights. The Union
25 shall be the exclusive representative for those contractual rights.
26
27

28 **Article 50. Uniforms**
29

- 30 A. The first badge will be provided by the City at the City's expense. Any misuse
31 of the badge may lead to disciplinary action being taken against the individual
32 who misused his/her badge. Any lost badges will be replaced by the City and
33 the Employee will incur the replacement cost. Badges will remain the property
34 of the City and will be retained by the City in the event of separation of
35 service. Upon retirement, the City will present the Employee with his/her
36 badge.
37
38 B. Any changes to the Uniform Policy will be done in accordance with Article 26
39 of this Contract.
40
41
42

43 **Article 51. Compensatory Time**
44

- 45 A. Compensatory time is hereby established as a pilot project in each
46 department as follows:

1
2 Employees who are required to work overtime in excess of their normal forty
3 (40) hour work week may choose one and one-half time payment or one and
4 one-half compensatory time. The Employee must make this choice prior to
5 working the overtime assignment.
6

7 Employees will be allowed to accrue a maximum} one hundred twenty (120)
8 hours of compensatory time. Approved compensatory time will be used on a
9 first-in, first-out basis with a maximum retention time of twelve (12) months.
10 Compensatory time not used within twelve (12) months of the time it was
11 accumulated will be cashed out at the Employee's regular hourly rate.
12

- 13 B. Employees with accrued compensatory time shall, upon termination, be paid
14 for the unused compensatory time at the Employee's regular hourly rate.
15

16 **Article 52. Burial and Funeral Expenses**
17

18 A. The City agrees to defray funeral and burial expenses of any Employee killed
19 under honorable circumstances in the line of duty to a maximum of eight
20 thousand dollars (\$8,000.00).
21

22 B. The City shall pay the designated beneficiary of a deceased Employee the
23 total amount of sick leave accumulated as of the date of his/her death.
24
25

26 **Article 53. Firearms**
27

28 A. Departments will establish firearms operating procedures and provide training
29 for those employees required to carry firearms. Existing departmental
30 firearms operating and training procedures will be reviewed by the City Legal
31 Department.
32

33 B. The City will schedule practice time for each Employee issued a firearm.
34 Sufficient ammunition will be provided at no cost to the Employee.
35

36 C. Firearms qualifications shall be conducted in accordance with the New
37 Mexico Law Enforcement Academy Guidelines.
38

39 D. An Employee who fails to qualify on the Employee's first attempt shall be
40 permitted a second opportunity to qualify in accordance with Department
41 Regulations and Procedures.
42
43

44 **Article 54. Monthly Award Incentive Program**
45

- 1 A. Committees may be established within each department in accordance with
2 Article 57 of this Agreement to review and recommend improvements to
3 existing Employee incentive programs and to propose new programs that will
4 benefit both the City and the Employees.
5
6 B. If these programs are implemented, awards shall be consistent with the
7 provisions detailed in Section 404 of the City’s Personnel Regulations.
8
9

10 **Article 55. Drug Testing**

- 11
12 A. The City and the Union agree that establishing a drug free workplace is a
13 priority that requires the cooperation of the parties. To that end, the parties
14 will meet with the Substance Abuse Policy Review Board, Human Resources,
15 Risk Management and the Legal Department to discuss problems and
16 possible changes to the current testing procedures. The City will provide
17 necessary training to employees regarding drug testing policies and
18 procedures. The Union will be given the opportunity to provide input to
19 improve the effectiveness of Employee training efforts.
20
21 B. The City will comply with all applicable Federal, State and City laws.
22
23

24 **Article 56. Labor-Management Meetings**

- 25
26 A. The Union and the Employer shall conduct Labor-Management meetings at
27 mutually agreed upon times and places.
28
29 B. Labor-Management Committee meetings shall consist of at least two (2)
30 Union representatives in each department. On or off duty time shall be
31 utilized and will be designated upon mutual agreement prior to a meeting.
32
33

34 **Article 57. Standby Time**

- 35
36 A. Employees who are required to carry a pager but are not otherwise restricted
37 in their movements are “on call.” Employees who are notified to remain
38 available by telephone for immediate response are “subject to call.”
39 Employees who are required to remain at work site after their regular shift or
40 who are called from off-duty status to report to work are “called to duty.”
41
42 B. Employees who are “subject to call” shall be credited with one (1) hour
43 compensatory time or for one-half the time the Employee is subject to call,
44 whichever is greater. An Employee who is notified that he/she is subject to
45 call, and had not been told to report or relieved of subject to
46

1 call status within four (4) hours, will call to verify his/her continued status.
2 Employees who fail to verify their status after four (4) hours will be limited to
3 two (2) hours compensatory time.
4

- 5 C. Employees who are “called to duty” shall be compensated for time worked.
6 Employees who are “called to duty” from off-duty status shall be compensated
7 for one (1) hour travel time.
8
9

10 **Article 58. P.E.R.A.**

11
12 The City will continue to provide P.E.R.A. Municipal General member Coverage Plan 3
13 to the Animal Control and Security members of the bargaining unit. The City will pay
14 seventy-five percent (75%) of the Employee’s portion with the Employee paying the
15 remaining twenty-five percent (25%).
16
17

18 **Article 59. Family Leave**

19
20 Family leave will be provided in accordance with the Family Medical Leave Act. The City
21 will notify the Union in writing of any changes to its policy regarding this type of leave.
22 An Employee may choose to use paid vacation leave prior to using paid sick leave
23 when the Employee has been approved for Family and Medical Leave provided this
24 option is not prohibited by law.
25

26 **Article 60. Legal Protection**

- 27
28 A. Should an Officer be sued in a civil action for any allegations arising out of the
29 course and scope of the Officer’s employment, the Officer will be provided a
30 defense and indemnity from liability pursuant to the requirements of the New
31 Mexico Tort Claims Act, Section 41-4-1 et. Seq. NMSA 1978, as amended,
32 and in accordance with any applicable joint powers agreement.
33
34 B. It is understood by the parties that it is against public policy to defend an
35 Officer in a criminal suit once the Officer is indicted for a criminal act.
36
37 C. For purpose of this section and Agreement, the phrase “course and scope of
38 employment” means the lawful acts which an Officer is requested, required or
39 authorized to perform by the City.
40
41 D. Nothing herein shall bar the use in court of case law and common law in the
42 resolution of any dispute arising out of an interpretation of the New Mexico
43 Tort Claims Act 41-4-1 et. Seq. NMSA 1978
44

1 E. It is understood by the parties that a breach of this Agreement shall not, in
2 itself, cause the City to be liable for any punitive damages arising out of any
3 suit to which the Officer is a party.
4

5 F. The Union and the Employee Relations Department will meet and confer to
6 evaluate possible methods to provide a defense to Employees who are
7 charged by citizens with misdemeanor criminal complaints filed for actions
8 taken in the course and scope of their employment.
9

10 **Article 61. Tracking Devices**

11
12 The City and the Union agree to meet at least twice a year to review and
13 evaluate the safety, security and effectiveness of all tracking devices used in this
14 bargaining unit.
15

16 Both parties agree to meet prior to implementing any new policy in other
17 departments on tracking devices.
18
19

20 **Article 62. Fair Share/Agency Fee/Payroll Deduction.**

21
22 A. Payment of an agency fee by non-Union Employees has been authorized by
23 Resolution of the Albuquerque City Council, and Resolution requires that any
24 agency fee provision negotiated pursuant to the Resolution comply with all
25 state and federal legal requirements.
26

27 B. The A.O.A. will retain an independent auditor to audit its receipts and
28 expenditures for the previous twelve (12) months and once every twelve (12)
29 months thereafter.
30

31 C. The A.O.A. will publish the results of the audit, including an adequate
32 explanation of the agency fee to bargaining unit members.
33

34 D. Bargaining unit members shall have thirty (30) days to file a challenge to the
35 apportionment of the agency fee.
36

37 E. Any challenge shall be heard by an impartial decision maker.
38

39 F. The amount of the agency fee shall only include costs which arise from the
40 negotiation and administration of the Collective Bargaining Agreement and
41 the adjustment of grievances or prohibited practices charges filed by the
42 A.O.A.
43

44 G. Under no circumstances shall non-Union bargaining unit members be
45 required to contribute towards the A.O.A. social, political or charitable

1 activities, nor shall any bargaining unit member be subject to any retaliation
2 for refusal to contribute to such activities.

3
4 H. The A.O.A. has burden at all times to providing that its cost were properly
5 apportioned to the agency fee.

6
7 I. Any portion of the agency fee which specifically challenged shall be held in
8 escrow until resolution of the challenge.

9
10 J. To the extent permitted by law, the A.O.A. will indemnify and hold the City
11 harmless including payment of all attorney fees and costs for counsel chosen
12 by agreement of the parties for any claim or challenge to this section or
13 imposition of an agency fee.

14
15 K. Once the appropriate amount of the agency fee for the previous twelve (12)
16 months has been determined, the City agrees to deduct that amount from the
17 pay of bargaining unit members for the subsequent twelve (12) months.

18
19 L. The City shall make such Fair Share payments deductions for Employees in
20 Local 1888 bargaining unit who do not submit an authorization form for Union
21 dues deduction, as otherwise provided in the Collective Bargaining
22 Agreement.

23
24 M. The City shall make Employee payroll deductions for Fair Share payments
25 upon notification to the non-dues-paying bargaining unit Employee of the
26 amount and reason for such payment.

27
28 N. All money deducted from wages for Fair Share payment shall be remitted to
29 A.O.A. after payday covering the pay period of deduction. If an Employee has
30 insufficient earnings for the pay period, no Fair Share payroll deduction will
31 be made for that Employee for that pay period.

32
33
34
35 **Article 63. Light Duty Posts and Assignments**

36
37 A. The Employer shall make reasonable efforts to provide Employees covered
38 by this Agreement with opportunities for returning to work on Light-Duty
39 assignments due to temporary medical restrictions while recovering from work
40 related injury or illness.

41
42 An Employee requesting an early return to work in Light-Duty assignment
43 may request such an assignment with accompanying medical
44 recommendations.

1 An Employee who returns to work on Light Duty assignment shall be paid no
2 less than their last salary.

3
4 B. The A.O.A. and the Employer will identify Light Duty posts.

5
6 C. Should the City officially adopt a program for off-the-job injuries over and
7 above the current sick leave policy, the Union will be afforded the opportunity
8 to negotiate on this issue.

9
10 **Article 64 Donation Leave**

11
12
13 1. An employee may submit a written request for vacation donation to the
14 employee's immediate supervisor or the Donation Committee. The immediate
15 supervisor or the committee shall decide whether or not to approve the request
16 by considering the Family and Medical Leave Act (FMLA) criteria for serious
17 illness as set forth in the City's Personnel Rules and Regulations. The immediate
18 supervisor or the committee shall have the authority to decide whether or not to
19 approve the request.

20
21 2. If the immediate supervisor rejects the employee's request, the employee may
22 appeal the decision to a Donation Committee comprised of one (1) person
23 appointed by the Union, one (1) person appointed by the Department and a
24 neutral person chosen by the other two (2) appointees. The Union and the
25 Department will exchange lists of pre-approved committee appointees. The
26 neutral shall be chosen from the City's trained panel of mediators. The committee
27 shall meet with the employee or the employee's designee if the employee is
28 unable to attend for good cause and the employee's immediate supervisor or the
29 supervisor's designee if the supervisor is unable to attend for good cause to hear
30 arguments from both individuals pertaining to the request and rejection. The
31 committee shall consider the FMLA criteria as the standard for review of the
32 issue. The committee shall issue a decision on the matter to both parties. The
33 maximum utilization allowed for an employee shall be determined by the
34 committee.

35
36 3. If the committee rejects the employee's request, the employee may appeal the
37 committee's decision to the employee's division manager or the manager's
38 designee. The designee may not be the employee's immediate supervisor or the
39 department's appointee on the committee.. The manager or the designee shall
40 issue a decision on the matter that shall be final and binding. There shall be no
41 further administrative review of the matter, and the issue may not be appealed
42 through this Agreement's Grievance Procedure."

43
44 4. The employee collecting the hours shall be compensated four (4) hours City
45 time.

1 5. City-wide vacation and sick leave donations will require CAO approval. The
2 employee collecting the hours will be compensated four (4) hours City time.”
3

4 **Article 65. Educational Leave**

5
6 Educational Leave shall be granted in accordance with the City’s personnel
7 Rules and Regulations.
8

9 **Article 68. Term of Agreement**

10
11 C. The terms and conditions of this Agreement shall continue in full force and
12 effect commencing at 12:01 am, July 1, 2006 and terminating at 12:00
13 midnight June 30, 2008. If neither party to this Agreement requests the
14 opening of negotiations as provided in the City’s Labor-Management
15 Relations Ordinance, this Agreement and the conditions herein shall
16 continue in effect for year to year.
17
18
19
20
21
22

23 **IN WITNESS WHEREOF**, the parties have signed their names and affixed the
24 signatures of their authorized representatives on this _____ day of _____,
25 2006.

26
27 ALBUQUERQUE OFFICERS
28 ASSOCIATION, LOCAL 1888

CITY OF ALBUQUERQUE

29
30 _____
31 Mr. Stephen Perkins
32 Albuquerque Officers Association
33 President, Local 1888
34
35

Mayor Martin Chavez

36
37 Reviewed as to Form:
38
39
40
41

(Seal)

42
43 _____
44 City Attorney
45
46

Chief Clerk Recorder

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APPENDIX A
ALBUQUERQUE OFFICERS ASSOCIATION
GRIEVANCE FORM

Please Print

NAME _____
HOME PHONE _____ WORK PHONE _____
DEPT: _____ POSITION _____
WORK SCHEDULE _____
DATE(S) OF INCIDENT(S) OR DISCIPLINARY ACTION:

STEP 1: Department Director
STATEMENT OF PROBLEM AND CONTRACT VIOLATION(S):

SUGGESTED SOLUTION:

Employee Signature _____

Date Filed _____

WRITTEN RESPONSE OF DIRECTOR

Director's Signature: _____

Date Completed: _____

CC: Albuquerque Officers Association

APPENDIX B

MEMORANDUM OF UNDERSTANDING

During the July 1, 2006 through June 30, 2008 fiscal years, the City shall assume eighty-three percent (83%) of the premium for the City approved health and dental insurance plans chosen by each employee. This MOU and the eighty-three percent (83%) commitment shall expire on June 30, 2005.

Each employee may utilize one-half (1/2) day paid leave during the '07 Fiscal year for the purpose of undergoing a physical examination. The leave shall not be deducted from the employee's accumulated paid leave. Medical documentation by the employee will be required.