

**THE CITY OF ALBUQUERQUE**  
**and**  
**THE ALBUQUERQUE OFFICERS' ASSOCIATION**  
**LOCAL 1888**

**Effective September 3, 2016 through June 30, 2018**

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1 **AGREEMENT**

2 **0. RECITALS**

3  
4 **0.1 Preamble**

5  
6 0.1.1 The general purpose of this Agreement is to provide for orderly and  
7 constructive employee relations in the public interest and in the interest of the  
8 employees herein covered and the City of Albuquerque, as Employer; to maintain  
9 harmony, cooperation and understanding between the Employer and the  
10 Employees in the bargaining unit; and to afford protection of the rights and  
11 privileges of all Employees in the bargaining unit and the Employer.  
12

13 0.1.2 The Employer, the Union and its members agree to work cooperatively to  
14 comply with this Agreement and to administer this Agreement in accordance with  
15 its terms and provisions to the end of maintaining sound labor relations. The  
16 Union staff representatives and Local labor representatives may meet with the  
17 Human Resources Department, upon reasonable notice, to prevent, clarify or  
18 resolve problems with contract interpretation.  
19

20 **0.2 Authority**

21  
22 0.2.1 This Agreement is hereby made and entered into by and between the City  
23 of Albuquerque (hereinafter referred to as Employer) and the American  
24 Federation of State, County and Municipal Employees, AFL-CIO, Local 1888, as  
25 representatives of the employees of the Albuquerque Officers Association (AOA)  
26 employed by the City of Albuquerque (hereinafter referred to as Local 1888 or  
27 Union).  
28

29 **0.3 Agreement Control**

30  
31 0.3.1 This Agreement has been negotiated in accordance and compliance with  
32 the Employer’s Labor-Management Relations Ordinance and the laws of the  
33 State of New Mexico. If there is any conflict between the Agreement and the  
34 Labor-Management Relations Ordinance, the Ordinance shall control. If there is  
35 any conflict between this Agreement and the Employer’s Merit system  
36 Ordinance, department standard operating procedures, policies or Personnel  
37 Rules and Regulations, this Agreement shall control.  
38

39 **0.4 Recognition**

40  
41 0.4.1 The Employer recognizes AFSCME Council 18, Local 1888 A.O.A., AFL-  
42 CIO, as the exclusive bargaining agent for all non-probationary employees of the  
43 City of Albuquerque in the following public safety classifications as defined in the  
44 declaration signed by the Chief Administrative Officer and the Chief Public Safety  
45 Officer:  
46

- 47 0.4.1.1 Department of Municipal Development Security Officers
- 48 0.4.1.2 Animal Services Officers
- 49 0.4.1.3 Parking Enforcement Officers
- 50 0.4.1.4 Transit Security Officers

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

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

4  
5 1.1.1 Payment of an agency fee by non-Union Employees has been authorized  
6 by Resolution of the Albuquerque City Council, and Resolution requires that any  
7 agency fee provision negotiated pursuant to the Resolution comply with all state  
8 and federal legal requirements.

9  
10 1.1.2 Bargaining unit members shall have thirty (30) days to file a challenge to  
11 the apportionment of the agency fee.

12  
13 1.1.3 Any challenge shall be heard by an impartial decision maker.

14  
15 1.1.4 The amount of the agency fee shall only include costs which arise from the  
16 negotiation and administration of the Collective Bargaining Agreement and the  
17 adjustment of grievances or prohibited practices charges filed by the A.O.A.

18  
19 1.1.5 Under no circumstances shall non-Union bargaining unit members be  
20 required to contribute towards the A.O.A. social, political or charitable activities,  
21 nor shall any bargaining unit member be subject to any retaliation for refusal to  
22 contribute to such activities.

23  
24 1.1.6 The A.O.A. has burden at all times to providing that its cost were properly  
25 apportioned to the agency fee.

26  
27 1.1.7 Any portion of the agency fee which specifically challenged shall be held in  
28 escrow until resolution of the challenge.

29  
30 1.1.8 To the extent permitted by law, the A.O.A. will indemnify and hold the City  
31 harmless including payment of all attorney fees and costs for counsel chosen by  
32 agreement of the parties for any claim or challenge to this section or imposition of  
33 an agency fee.

34  
35 1.1.9 Once the appropriate amount of the agency fee for the previous twelve  
36 (12) months has been determined, the City agrees to deduct that amount from  
37 the pay of bargaining unit members for the subsequent twelve (12) months.

38  
39 1.1.10 The City shall make such Fair Share payments deductions for Employees  
40 in Local 1888 bargaining unit who do not submit an authorization form for Union  
41 dues deduction, as otherwise provided in the Collective Bargaining Agreement.

42  
43 1.1.11 The City shall make Employee payroll deductions for Fair Share  
44 payments upon notification to the non-dues-paying bargaining unit Employee of  
45 the amount and reason for such payment.

46  
47 1.1.12 All money deducted from wages for Fair Share payment shall be remitted  
48 to A.O.A. after payday covering the pay period of deduction. If an Employee has  
49 insufficient earnings for the pay period, no Fair Share payroll deduction will be  
50 made for that Employee for that pay period.

1 **1.2 Dues Check-Off**

2  
3 1.2.1 During the life of this Agreement and upon receipt of a voluntary  
4 authorization for dues deduction card, the City will deduct from the pay of each  
5 Employee who has executed an authorization card, membership dues levied by  
6 the Union in accordance with its constitution and by-laws. The Union will provide  
7 dues deduction and termination cards. Termination cards must be signed by the  
8 Union President. An Employee wishing to terminate their dues may do so during  
9 the first week of January and July.

10  
11 1.2.2 The City agrees to forward to the Local 1888 Treasurer all dues withheld  
12 pursuant to valid authorization cards. Dues withheld will be forwarded to the  
13 designated Union Treasurer for each payroll period. The City will be notified in  
14 writing as to whom the designated Union Treasurer is by elected Union  
15 President.

16  
17 1.2.3 The Union shall indemnify, defend and save the City harmless against any  
18 and all claims, demands suits or other forms of liability that shall arise out of or as  
19 a result of any conduct taken by the City for purpose of complying with this  
20 section.

21  
22 1.2.4 Employees may authorize for payroll deduction amounts over the minimum  
23 dues levied by the Union by submitting a written voluntary request on an  
24 approved form.

25  
26 1.2.5 Employees promoted to a position outside the bargaining unit will be  
27 withdrawn from Local 1888 membership provided the employee notifies the City  
28 and the Union in writing.

29  
30 1.2.6 On request of Local 1888, the employer agrees to furnish the Union a list  
31 of bargaining unit members on an annual basis. This list shall include the pay,  
32 grade, name, address, phone number, date of hire, classification and work  
33 location. The addresses and phone numbers shall be provided and used in  
34 accordance with the settlement agreement on this issue between the City and  
35 AFSCME.

36  
37 **1.3 Union Rights**

38  
39 1.3.1 The City of Albuquerque (City) and the AFSCME Locals 624 Blue, 624  
40 Transit, 1888, and 2962 (Union) (collectively hereinafter referred to as "the  
41 Parties") agree to exercise their rights to proceed to final and binding arbitration  
42 as per the City's Labor-Management Relations Ordinance (LMRO) Section 3-2-  
43 14 et seq. The issue presented to the arbitrator shall be a single issue,  
44 specifically article subsection 1.3.1 (Union Time) from all bargaining units  
45 identified above. The condition for proceeding to arbitration is all unresolved  
46 issues subject to negotiation must be tentatively agreed to by August 8, 2016.  
47 The Parties agree to implement all tentative agreements reached by the Parties  
48 during negotiation with the understanding that the Parties will submit Article 1.3.1  
49 to final and binding Arbitration. The terms of Article 1.3.3 shall remain the status  
50 quo until the Parties receive the arbitrator's decision. If the Parties reach  
51 agreement on all issues subject to negotiations (except for subsection 1.3.1) by

1 August 8, 2016, the Parties by August 8, 2016, shall request a panel of  
2 Arbitrators from the Federal Mediation and Conciliation Services (FMCS) and  
3 shall strike for an arbitrator by close of business August 12, 2016. The Parties  
4 acknowledge that the arbitrator's decision is final and binding. The Parties agree  
5 to conduct the arbitration subject to the New Mexico Uniform Arbitration Act. The  
6 Parties will select the earliest available date identified by the arbitrator or an  
7 available date no later than January 1, 2017, or an available date mutually  
8 agreed to by the Parties.  
9

#### 10 1.3.2 Union Steward Appointments.

11  
12 1.3.2.1 The Union shall appoint stewards and provide the employer with  
13 a list of such stewards designated by division, shifts or work units. Local  
14 1888 hereby reserves the right to make any changes of Union stewards  
15 at any time so long as the affected department within the bargaining unit  
16 is informed within a reasonable period of time.  
17

18 1.3.2.2 The Union will furnish the employer with a list of all Union non-  
19 City employee officials who would have reason to visit the work site. All  
20 visits will require that the department heads, division heads or shift  
21 supervisor involved have prior notification. Access to premises by non-  
22 City Employee Union personnel will have prior approval from the director  
23 or designee.  
24

25 1.3.3 Elections and Appointments. The City will notify the Union of elections or  
26 appointments to the City's Labor Relations Board and the Personnel Board.  
27

#### 28 1.3.4 Bulletin Board

29  
30 1.3.4.1 The Employer will provide and post a secured, four foot by four  
31 foot (4'X4') bulletin board in a location mutually agreed upon by the  
32 parties for the display of official Union literature, correspondence or  
33 notices. The Union will provide a lock for the board and a key for the lock  
34 to the director.  
35

36 1.3.4.2 The bulletin board will not be used to criticize the Union, any of  
37 the Union's policies or any of the Union Officers or management.  
38 Literature pertaining to management will be given to the director or  
39 designee prior to posting.  
40

### 41 **1.4 Employer Rights**

42  
43 The parties incorporate by reference all rights reserved to the City as set forth in  
44 Sections 3-2-5 and 3-2-7 of the City's Labor-Management Relations Ordinance.  
45

### 46 **1.5 Labor Management Meetings**

47  
48 1.5.1 The Union and the Employer shall conduct Labor-Management meetings  
49 at mutually agreed upon times and places.  
50

1 1.5.2 Labor-Management Committee meetings shall consist of at least two (2)  
2 Union representatives in each department. On or off duty time shall be utilized  
3 and will be designated upon mutual agreement prior to a meeting. The  
4 Committee shall normally meet on a monthly basis.  
5

6 **1.6 Bargaining Unit Information, Accretion**  
7

8 1.6.1 If the City creates a new job classification that the Union believes should  
9 be incorporated into the Union's bargaining unit, the Union may request the  
10 opportunity to meet with the City to discuss the Union's intent. If the parties do  
11 not agree on the issue, the Union may appeal the issue to the City's Labor Board  
12 in accordance with the City's Labor-Management Relations Ordinance and the  
13 Labor Board's Rules and Regulations.  
14

15 **1.7 Tracking Devices**  
16

17 1.7.1 The City and the Union agree to meet at least twice a year to review and  
18 evaluate the safety, security and effectiveness of all tracking devices used in this  
19 bargaining unit.  
20

21 1.7.2 Both parties agree to meet prior to implementing any new policy in other  
22 departments on tracking devices.

23 **2. PAY PROVISIONS**  
24

25 **2.1 Pay Schedules**  
26

27 2.1.1 Bargaining unit employees' hourly rate of pay will be increased by 2.0%,  
28 effective on the pay period immediately following ratification and signature of the  
29 agreement. Should the City Council appropriate funds for a general wage  
30 increase for FY18, the Union shall determine how the wage increase would be  
31 applied.  
32

33 2.1.2 Security, Animal Control and Parking Enforcement Officers  
34

2.1.2 Security, Animal Control and Parking Enforcement  
Officers

<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>GRADE</b>	Probation				
<b>J12</b>	9.53	13.56	16.16	16.82	17.49

35  
36  
37 2.1.3 Bilingual Pay  
38

39 2.1.3.1 Only those languages recognized by the City of Albuquerque  
40 Human Resources Department shall qualify for Bilingual Pay.

1  
2 2.1.3.2 An officer shall qualify for Bilingual Pay upon demonstrating an  
3 acceptable level of conversational proficiency, as determined by the City of  
4 Albuquerque Human Resources Department.

5  
6 2.1.3.3 An officer who passes the conversational portion of the test  
7 administered by the City's Human Resources Department shall receive \$10.00 of  
8 Bilingual Pay per pay period. The test will be job related as determined by the  
9 City's Human Resources Department.

10  
11 2.1.4 There will be no step increases during the FY17 budget year. It is  
12 recognized that if the City Council appropriates funds for a general wage  
13 increase for FY 18, such funds may be used for step increases.

14  
15 2.1.5 Employees permanently assigned to the Swing Shift will receive fifteen  
16 cents (.15) per hour shift differential pay and twenty cents (.20) per hour shift  
17 differential pay for permanent assignment to Graveyard Shift.

18  
19 2.1.5.1 Swing and Graveyard Shifts will be defined by each department.

20  
21 **2.2 Longevity Pay for Members**

22  
23 2.2.1 Employees will receive longevity pay as follows:

24  
25

<u>Period of Service</u>	<u>Pay Period</u>
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

26  
27  
28  
29  
30

31 2.2.2 Employees reaching new longevity thresholds during the contract will be  
32 paid the rates printed in the contract.

33  
34 **2.3 Overtime**

35  
36 2.3.1 The City shall prepare, maintain and post up-to-date voluntary lists by  
37 seniority order within each department within the bargaining unit. It will be the  
38 responsibility of each Employee to provide two (2) current phone numbers for the  
39 purposes of being contacted for overtime work. Employees may use pagers or  
40 cell phones for their point of contact. In the Security Division, an Employee shall  
41 be provided five (5) minutes to respond to the contact prior to the time the  
42 supervisor offers the overtime to another employee.

43  
44 2.3.2 Each Employee will be allowed to sign up for voluntary overtime during the  
45 regular shift bid. The voluntary overtime lists shall remain in effect until the next  
46 scheduled shift bid. Names shall not be added after the bid unless the name(s) is  
47 approved in writing by the Union President. Names will be 'penciled in' by the  
48 Employee until new lists are generated.

49  
50 2.3.3 There shall be a voluntary list(s) for each shift in each department.  
51

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2.3.4 Employees may sign up for overtime on any and all overtime shift list(s) within their respective department.

2.3.5 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.

2.3.6 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 in a timely manner.

2.3.7 For the purpose of computing overtime, paid leave will be considered time worked.

2.3.8 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.

2.3.9 Employees will not work more than sixteen (16) hours straight time except for declared emergency situations.

2.3.10 Employees called in for an overtime assignment shall receive a minimum of two (2) hours pay at overtime rate. Overtime shall begin at the time the Officer is contacted.

2.3.11 Employees may request a specific work assignment when working overtime. Management will attempt to accommodate these requests.

2.3.11.1 City Security Officers and Animal Control Officers on the voluntary overtime list will be allowed to "bump" an officer who is assigned to a post that the Officer requests for overtime.

2.3.11.2 The parties recognize the Union's right to meet and confer with the City's Chief Administrative Officer and Chief of Public Safety on public safety issues concerning the Union and its members.

2.3.12 An Employee who accepts voluntary minimum staffing overtime shall have the option of canceling such overtime six (6) hours prior to the start of the overtime assignment except in an emergency situation.

2.3.13 Captains, lieutenants, sergeants and corporals shall be the only personnel authorized to order overtime. In case of an emergency, captains,

1 lieutenants and sergeants may delegate responsibility for placing calls for  
2 overtime to Officers. However, the captains, lieutenants and sergeants ordering  
3 the overtime shall be responsible for assuring compliance with the required  
4 contractual overtime procedure. Calls for overtime shall be placed from a secure  
5 area that is not open to residents or the public.

6  
7 2.3.14 This policy is hereby implemented to establish the conditions under which  
8 Journal Voucher (JV) Overtime assignments will be offered to Security Officers  
9 employed by the City of Albuquerque's Municipal Development Department.

10  
11 2.3.14.1 The Department shall communicate to Officers the proper  
12 procedure for requesting and accepting JV Overtime assignments.

13  
14 2.3.14.2 Officers shall be authorized to apply for and accept JV Overtime  
15 assignments for themselves only. An Officer may not apply for or accept a  
16 JV Overtime assignment for another Officer.

17  
18 2.3.14.3 An Officer who is unable to work a scheduled JV Overtime  
19 assignment shall be responsible for finding a replacement Officer and  
20 communicating this action to the JV Overtime supervisor. A secondary  
21 list containing names and contact numbers of officers wishing to have an  
22 opportunity to accept a JV assignment that had been previously assigned  
23 will be created and given to all officers covered by the agreement. The  
24 officer and his replacement officer shall be held accountable in  
25 accordance with § 2.3.14.6, below, if the overtime assignment is not  
26 fulfilled by either the officer or the replacement officer.

27  
28 2.3.14.4 An Officer who does not comply with this Policy, written or  
29 verbal directives related to this Policy or the JV Overtime assigned duties  
30 as directed by the Security supervisor will be subject to the JV Overtime  
31 Suspension as set forth below.

32  
33 2.3.14.5 While assigned to JV Overtime, an Officer shall comply with  
34 reasonable requests and directives from Vendor representatives. The  
35 assigned Officer shall at all times work cooperatively with Vendor  
36 representatives. In the event a conflict arises between the Officer and the  
37 Vendor representative, the Officers on duty or the on-site Supervisor will  
38 be notified.

39  
40 2.3.14.6 An Officer who fails to comply with this Policy, written or verbal  
41 directives related to this Policy or the JV Overtime assigned duties shall  
42 be subject to the following suspension/disqualification guidelines:

43  
44 2.3.14.6.1 First offense: letter of advisement.

45  
46 2.3.14.6.2 Second offense within one (1) calendar year of the  
47 date of a missed assignment or other infraction: thirty (30) day  
48 suspension from JV Overtime eligibility.

1 2.3.14.6.3 Third Offense within one (1) calendar year of the date  
2 of the first missed assignment or other infraction: six (6) month  
3 suspension from JV Overtime eligibility.  
4

5 2.3.14.6.4 The Department reserves the right to impose a  
6 discipline other than the disciplines or progressive discipline order  
7 set forth above if an Officer commits an infraction egregious  
8 enough to warrant stronger disciplinary measures.  
9

10 2.3.14.6.5 The Department further reserves the right to impose  
11 disciplinary measures set forth in the City's Rules and Regulations  
12 provided these measures are also imposed in accordance with the  
13 City's Merit System Ordinance.  
14

15 2.3.14.7 This Policy shall not be interpreted as a commitment from the  
16 Department or Vendors who contract to fund JV Overtime with the  
17 Department to continue offering JV Overtime to Department employees.  
18

19 2.3.14.8 Management reserves the right to review a violation of this  
20 policy on a case by case basis and agrees to notify the Union prior to  
21 implementing a suspension or removal of an Officer from JV Overtime  
22 eligibility.  
23

24 2.3.14.9 An Employee's removal from the JV Overtime assignment  
25 calling procedure shall not be subject to this Agreement's grievance  
26 procedures.  
27

28  
29 **2.4 Compensatory Time**  
30

31 2.4.1 Compensatory time is hereby established as a pilot project in each  
32 department as follows:  
33

34 2.4.1.1 Employees who are required to work minimum staffing overtime  
35 in excess of their normal forty (40) hour work week may choose one and  
36 one-half time payment or one and one-half compensatory time. The  
37 Employee must make this choice prior to working the overtime  
38 assignment.  
39

40 2.4.1.2 Employees will be allowed to accrue a maximum of one hundred  
41 twenty (120) hours of compensatory time. Approved compensatory time  
42 will be used on a first-in, first-out basis with a maximum retention time of  
43 twelve (12) months. Compensatory time not used within twelve (12)  
44 months of the time it was accumulated will be cashed out at the  
45 Employee's regular hourly rate.  
46

47 2.4.2 Employees with accrued compensatory time shall, upon termination, be  
48 paid for the unused compensatory time at the Employee's regular hourly rate.  
49

1 **3. INSURANCE COVERAGE and BENEFITS**

2  
3 3.1 Premium Costs

4 3.1.1 The City will pay 80% of the premium for the health insurance plans  
5 offered by the City and the employee will pay the remaining 20%.

6  
7 3.1.2 The City will pay 80% of the premium for the dental plan offered by the  
8 City and the employee will pay the remaining 20%.

9  
10 **3.2 Insurance Programs - This section intentionally left blank**

11  
12 **3.3 Continuation of Health Insurance - This section intentionally left blank**

13  
14 **4. RETIREMENT PLAN**

15  
16 **4.1 NM Public Employees Retirement Association**

17  
18 4.1.1 The City will continue to pay 9.86% of the employees' PERA statutory  
19 contribution.

20 **5. VACATION LEAVE**

21  
22 **5.1 Vacation Leave**

23  
24 5.1.1 During the months of April and October each department will provide for  
25 Employees the right to bid for vacation scheduling for the following six (6)  
26 months. Available vacation days will be bid in seniority order. A calendar for  
27 bidding, identifying vacation slots will be provided for Employees to bid for their  
28 vacation. It is required that one (1) Union representative on each shift be  
29 identified to assist management with the bidding process. Employees will be  
30 allowed to bid in conjunction with their days off and will not be required to bid in  
31 blocks of three.

32  
33 5.1.2 Unscheduled vacation is defined as accrued vacation time which was not  
34 scheduled during the bidding period. Such vacation time may be requested on an  
35 individual basis for available days on a first-come, first-served basis. These  
36 requests will be submitted to the employee's immediate supervisor on a Request  
37 for Leave (P-30) form and the request will identify the date and time received. A  
38 calendar for bidding, identifying vacation slots will be provided for Employees to  
39 bid for their vacation. It is required that one (1) Union representative on each shift  
40 be identified to assist management with the bidding process. Employees will be  
41 allowed to bid in conjunction with their days off, and will not be required to bid in  
42 blocks of three (3).

43  
44 5.1.3 All excess vacation accruals will be paid to the Employee as monetary  
45 compensation at the end of the calendar year, on an hour for hour basis.

46  
47 5.1.4 Vacation P-30s will be returned to the Employees within forty-eight (48)  
48 hours except for months of October and March.

1  
2 5.1.5 If an Employee is on suspension, injury leave, administrative leave, sick  
3 leave or other leave during their scheduled vacation, any other Employee may  
4 request such vacation time as unscheduled vacation on a first-come, first-serve  
5 basis.

6  
7 5.1.6 Employees shall be compensated in cash at their regular rate of pay for  
8 any unused accumulation of vacation when they are permanently separated from  
9 the City.

10  
11 5.1.7 An Employee may use accumulated vacation leave to attend physician  
12 appointments provided the Employee provides reasonable notice of the  
13 appointment to the Employee's supervisor.

14  
15 **5.2 Vacation Leave Accrual Rates**

16  
17 5.2.1 An Employee shall accrue vacation as follows:

18

Years of Continuous Service	Regular Work Week	Accrual Rate per Bi-Weekly Pay Period	Maximum Accrual per Year
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

19  
20 **6. SICK/ ILLNESS LEAVE**

21  
22 **6.1 Sick Leave**

23  
24 6.1.1 Sick leave: Sick leave shall accrue at the rate of 3.70 hours, bi-weekly. The  
25 maximum accumulation is 2000 hours.

26  
27 6.1.2 Employees who have been absent from work for sick leave on at least  
28 three (3) occasions and have missed more than fifty-six (56) hours of personal  
29 absence sick leave during the preceding twelve (12) (rolling calendar year)  
30 months shall not be granted further personal absence sick leave until their  
31 utilization falls below this level. Doctor's certification will only be required after  
32 exceeding the fifty-six (56) hour rule or when a pattern of flagrant violations  
33 exists. Personal absence sick leave does not include sick leave taken for:

34  
35 6.1.2.1 Emergency Leave;

36  
37 6.1.2.2 Hospitalization, out-patient surgical procedure, or serious medical  
38 procedures;

1 6.1.2.3 Leave taken pursuant to the Family Medical Leave Act (“FMLA”);

2  
3 6.1.2.4 Leave taken as a reasonable accommodation pursuant to the  
4 American With Disabilities Act (ADA);

5  
6 6.1.2.5 Serious illness as verified by a physician’s statement;

7  
8 6.1.2.6 Legal quarantine;

9  
10 6.1.2.7 Childbirth.

11 Except for flagrant violation, no disciplinary action shall be taken against  
12 Employees not in compliance with this subsection.

13  
14 6.1.3 All Employee sick leave balances within the preceding nine (9) months  
15 from the signing of this contract are to be counted. For every month that no sick  
16 leave is taken during the first three (3) months of this contract period, eight (8)  
17 hours will be exempted from the total used in the previous nine (9) months.

18  
19 6.1.4 Emergency leave: Emergency leave charged to sick leave for up to three  
20 (3) days may be requested when the presence of the employee is required by a  
21 physician as a result of a serious illness or injury to the Employee’s immediate  
22 family. The City will allow as many as five (5) days emergency leave per incident.

23  
24 **6.2 Sick Leave Conversion**

25  
26 6.2.1 Conversion of sick leave may be accomplished in the following manner:

27  
28 6.2.1.1 Sick leave accumulation over 500 hours may be converted at the  
29 rate of (a) three (3) hours of sick leave for one (1) hour’s vacation or (b)  
30 three (3) hours of sick leave for one (1) hour pay.

31  
32 6.2.1.2 Sick leave accumulation over 850 hours may be converted at the  
33 rate of (a) two (2) hours sick leave for one (1) hour vacation or (b) two (2)  
34 hours of sick leave for one (1) hour pay.

35  
36 6.2.1.3 Sick leave accumulation over 1200 hours may be converted at the  
37 rate of (a) three (3) hours sick leave for two (2) hours vacation or (b) three  
38 (3) hours sick leave for two (2) hours pay.

39  
40 6.2.1.4 The Employee must notify the Human Resources Department if  
41 he/she wishes to convert at the 500, 850 or 1200 hours accumulation.

42  
43 6.2.2 Sick Leave Conversion at Retirement

44  
45 6.2.2.1 Early Retirement Conversion: An Employee with a minimum of ten  
46 (10) years of service or who turns sixty (60) years of age, may convert all  
47 unused sick leave to early retirement leave. In all cases of early  
48 retirement, accumulated sick leave shall be converted to early retirement  
49 leave at a ratio of one (1) hour of sick leave for one (1) hour of early  
50 retirement leave. The Employee may accrue sick leave up to 2000 hours,  
51 may convert accruals up to 2000 hours to early retirement.

1  
2 6.2.2.2 Regular Retirement Conversion: An Employee may convert one  
3 hundred percent (100%) of accumulated sick leave to be applied to early  
4 retirement leave immediately prior to the effective date of retirement.  
5

6 6.2.3 Sick Leave Conversion at Termination –**this section intentionally left**  
7 **blank**  
8

9 **6.3 Sick Leave Death Benefit**

10  
11 6.3.1 The City shall pay the designated beneficiary of a deceased Employee the  
12 total amount of sick leave accumulated as of the date of the employee's death.  
13

14 **6.4 Donation of Sick/ Vacation Leave**

15  
16 6.4.1 An employee may submit a written request for vacation donation to the  
17 employee's immediate supervisor or the Donation Committee. The immediate  
18 supervisor or the committee shall decide whether or not to approve the request  
19 by considering the Family and Medical Leave Act (FMLA) criteria for serious  
20 illness as set forth in the City's Personnel Rules and Regulations. The immediate  
21 supervisor or the committee shall have the authority to decide whether or not to  
22 approve the request.  
23

24 6.4.2 If the immediate supervisor rejects the employee's request, the employee  
25 may appeal the decision to a Donation Committee comprised of one (1) person  
26 appointed by the Union, one (1) person appointed by the Department and a  
27 neutral person chosen by the other two (2) appointees. The Union and the  
28 Department will exchange lists of pre-approved committee appointees. The  
29 neutral shall be chosen from the City's trained panel of mediators. The committee  
30 shall meet with the employee or the employee's designee if the employee is  
31 unable to attend for good cause and the employee's immediate supervisor or the  
32 supervisor's designee if the supervisor is unable to attend for good cause to hear  
33 arguments from both individuals pertaining to the request and rejection. The  
34 committee shall consider the FMLA criteria as the standard for review of the  
35 issue. The committee shall issue a decision on the matter to both parties. The  
36 maximum utilization allowed for an employee shall be determined by the  
37 committee.  
38

39 6.4.3 If the committee rejects the employee's request, the employee may appeal  
40 the committee's decision to the employee's division manager or the manager's  
41 designee. The designee may not be the employee's immediate supervisor or the  
42 department's appointee on the committee. The manager or the designee shall  
43 issue a decision on the matter that shall be final and binding. There shall be no  
44 further administrative review of the matter, and the issue may not be appealed  
45 through this Agreement's Grievance Procedure.  
46

47 6.4.4 The employee collecting the hours shall be compensated four (4) hours  
48 City time.  
49

1 6.4.5 City-wide vacation and sick leave donations will require Chief  
2 Administrative Officer (CAO) approval. The employee collecting the hours will be  
3 compensated four (4) hours City time.  
4

## 5 **6.5 Bereavement Leave**

6  
7 6.5.1 As for death in the immediate family, the immediate family for this purpose  
8 shall include the Employee's spouse, children, parents, parents-in-law,  
9 grandparents, brother and sister, grandchildren and sons and daughters in law. If  
10 travel over 500 miles (one way from Albuquerque) is required for a death or  
11 illness in the immediate family, one (1) additional leave day may be granted.  
12 Employees may elect to use accrued vacation leave instead of sick leave for  
13 "emergency leave;" however, they shall still be subject to the conditions of using  
14 "emergency leave."  
15

## 16 **6.6 Family and Medical Leave Act (FMLA)**

17  
18 6.6.1 Family leave will be provided in accordance with the Family Medical Leave  
19 Act. The City will notify the Union in writing of any changes to its policy regarding  
20 this type of leave. An Employee may choose to use paid vacation leave prior to  
21 using paid sick leave when the Employee has been approved for Family and  
22 Medical Leave provided this option is not prohibited by law.  
23

24 6.6.2 Maternity leave will be administered in accordance with the provisions of  
25 the Family Medical Leave Act.

## 26 **7. RECOGNIZED HOLIDAYS**

### 27 **7.1 Paid Holidays**

28  
29 7.1.1 Legal holiday: Legal holidays for the employees of this unit are as follows:  
30  
31

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

### 43 **7.2 Holiday Pay**

44  
45 7.2.1 An Employee may, during the month of December, for the following year,  
46 specify in writing to the department head which of the holidays the Employee  
47 wishes to take on days other than the dates designated above.  
48  
49

1 7.2.2 Employees shall receive holiday pay at straight time at their hourly rate of  
2 pay for eight (8) hours, for all holidays not worked. In the event that an Employee  
3 is required to work on a holiday and does not exercise an option to take a floating  
4 holiday, the employee shall be paid holiday pay at the rate mentioned above plus  
5 time and one half for all hours worked.  
6

7 7.2.3 Employees who are required to work on a holiday may designate that  
8 holiday a floating holiday. If the Employees elect to exercise this option, they will  
9 work the designated legal holiday at straight time pay and may opt to receive  
10 either time and one-half off duty or time and one-half pay.

## 11 **8. MILITARY LEAVE**

### 12 13 **8.1 Members of Organized Reserve Units**

14  
15 8.1.1 Military Leave of Absence: Employees who are members of the National  
16 Guard, Air National Guard or any organized reserve unit of the Armed Forces of  
17 the United States, including the Public Health Services, are granted:

18  
19 8.1.1.1 The equivalent of fifteen (15) 8-hour work days of paid military  
20 leave per calendar year. This leave, while normally used for annual  
21 training purposes, may also be used for pre-deployment training or active  
22 duty service.  
23

24 8.1.1.2 The equivalent of an additional fifteen (15) 8-hour work days of  
25 paid military leave per calendar year if the employee is mobilized to active  
26 duty by the President of the United States in support of operations  
27 overseas, in defense of our nation, or in response to national disasters, or  
28 in response to an emergency declared by the Governor of New Mexico.  
29 This additional leave may be used for pre-deployment training or active  
30 duty service.  
31

32 8.1.2 The maximum paid military leave is 240 hours per calendar year for  
33 employees, who are members of organized reserve units, regardless of the  
34 purpose for which that paid military leave is used.  
35

36 8.1.3 Employees whose military commitment requires leave time in excess of  
37 that granted above may elect to: (1) be placed into unpaid military leave of  
38 absence status; or (2) to use accrued vacation leave, in whole or in part, during  
39 their period of military leave. When an employee has used all available paid  
40 military leave and paid vacation leave, that employee will be placed into unpaid  
41 military leave of absence status for the balance of their military leave period.  
42

### 43 **8.2 Vacation and Sick Leave Accruals While in Military Active Duty** 44 **Status:**

45  
46 8.2.1 Employees mobilized to active duty by the President of the United States  
47 on or after September 12, 2001 in support of operations overseas, in defense of  
48 our nation, or in response to national disasters will continue to accrue vacation  
49 and sick leave at the same accrual rate as if the employee was not on active

1 military duty during all periods of active military duty, regardless of whether the  
2 military leave of absence is paid or unpaid.

3  
4 8.2.2 This accrual shall continue while the employee is in active military duty  
5 status and until the employee returns to City employment, or until the employee  
6 notifies the City of their resignation from City employment or their intention not to  
7 return to City employment at the end of their active military duty, whichever date  
8 is earlier.

9  
10 8.2.3 Any vacation or sick leave accrual allowed to an employee in active  
11 military duty status between September 12, 2001 and October 1, 2004 may not  
12 be converted to cash upon the completion of that person's City employment.

### 13 14 **8.3 Health Insurance Benefits While in Military Active Duty Status**

15  
16 8.3.1 For employees mobilized to active duty by the President of the United  
17 States on or after September 12, 2001 in support of operations overseas, in  
18 defense of our nation, or in response to national disasters, the City shall continue  
19 to pay the employer portion of health insurance premiums for that employee to  
20 the same extent as if that employee were not on active military duty status.

21  
22 8.3.2 The employee in active military duty status must continue to make timely  
23 payment of the employee portion of health insurance premiums to the same  
24 extent as if that employee were not on active military duty status. Failure to do  
25 so will result in termination of health insurance coverage. It is the obligation of  
26 the employee on active military duty status to notify the Insurance and Benefits  
27 Division of the Human Resources Department how the payments will be made.

28  
29 8.3.3 Provided the employee is and remains current on all required employee  
30 contributions to health insurance premiums, the City shall continue to pay the  
31 employer portion of health insurance premiums while the employee is in active  
32 military duty status and until the employee returns to City employment, or until  
33 the employee notifies the City of their resignation from City employment or their  
34 intention not to return to City employment at the end of their active military duty,  
35 whichever date is earlier

### 36 37 **8.4 Members of Unorganized Reserve Units**

38  
39 8.4.1 Employees who are members of unorganized reserve components, as  
40 sanctioned by the State of New Mexico, or the Federal government, are granted:

41  
42 8.4.1.1 The equivalent of fifteen (15) 8-hour work days of paid military  
43 leave per calendar year. This leave is for the purpose of attending organized  
44 courses of instruction or training; and or

45  
46 8.4.1.2 The equivalent of fifteen (15) 8-hour work days of paid military  
47 leave per calendar year if the employee is mobilized to active duty by the  
48 President of the United States in support of operations overseas, in defense of  
49 our nation, or in response to national disasters, or in response to an emergency  
50 declared by the Governor of New Mexico. This leave may be used only for active  
51 duty service.

1  
2 8.4.2 The maximum paid military leave is 240 hours per calendar year for  
3 employees who are members of unorganized reserve units, regardless of the  
4 purpose for which that paid military leave is used.  
5

6 8.4.3 Employees whose military commitment requires leave time in excess of  
7 that granted above may elect to: (1) be placed into unpaid military leave of  
8 absence status; or (2) to use accrued vacation leave, in whole or in part, during  
9 their period of military leave. When an employee has used all available paid  
10 military leave and paid vacation leave, that employee will be placed into unpaid  
11 military leave of absence status for the balance of their military leave period.  
12

## 13 **8.5 General Provisions**

14  
15 8.5.1 In no case shall the hours of paid military leave in a calendar year exceed  
16 the maximum number of hours provided above, even though the maximum  
17 number of hours is calculated by reference to "work days".  
18

19 8.5.2 All military leave pay is paid at the employee's straight-time rate of pay.  
20

21 8.5.3 Employees working on a part-time basis will be granted paid military  
22 leave on a prorated basis.  
23

## 24 **8.6 Transition Provision**

25  
26 8.6.1 Any employee who has received paid military leave prior to October 1,  
27 2007 in excess of the maximum amount allowable in any calendar year under the  
28 terms of this Agreement shall not be required to reimburse the City for the  
29 excess.

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

### 31 **9.1 Requests for Paid Leave**

32  
33  
34 9.1.1 As a benefit of employment with the City of Albuquerque, leave with pay is  
35 available for the following reasons: vacation, sickness, injury, emergencies, City  
36 business, jury duty, voting, annual military services and education and leave with  
37 pay taken in conjunction with the F.M.L.A. policy.  
38

39 9.1.2 Leave with pay may be granted to elected Union Officials to attend  
40 meetings where the good of the City's services is involved, as determined by the  
41 Director of Human Resources.  
42

43 9.1.3 All requests for leave will be submitted for approval on the City Form P-30  
44 and shall have any necessary documentation attached. Employees desiring to be  
45 absent from duty before the necessary forms have been submitted and approved  
46 must request approval from the supervisors on duty within a reasonable time  
47 prior to the start of their shift.  
48

49 9.1.4 Leave with pay may be authorized for an Employee to attend an official  
50 meeting where the good of the City services is involved or to conduct the City's

1 business at a location other than the Employee's normal work site. Leave with  
2 pay will also be granted to Employees where their participation is necessary for  
3 official City investigations and for court appearances where the Employee's  
4 attendance is required on behalf of the City.

5  
6 **9.2 Birthday Leave – This section intentionally left blank**

7  
8 **9.3 Blood Donation Leave – This section intentionally left blank**

9  
10 **9.4 Managerial Leave – This section intentionally left blank**

11  
12 **9.5 Administrative Leave – This section intentionally left blank**

13  
14 **9.6 Hardship Leave – This section intentionally left blank**

15  
16 **9.7 Jury Duty – This section intentionally left blank**

17  
18 **9.8 Physical Examinations**

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

24  
25 **9.9 Leave to Vote**

26  
27 9.9.1 Employees who are registered electors shall be granted two (2) hours with  
28 pay between the opening and closing of the polls to vote on election days.  
29 Department heads must grant this time off for voting if requested by Employees  
30 registered to vote.

31  
32 9.9.2 This Article will be administered in accordance with applicable state law.

33  
34 **9.10 Definition for Leaves of Absence – This section intentionally left blank**

35  
36 **10. LEAVE WITHOUT PAY/ LEAVES OF ABSENCE**

37  
38 **10.1 Absence Without Authorized Leave – This section intentionally left blank**

39  
40 **10.2 Leave Without Pay**

41  
42 10.2.1 All requests for leave without pay require approval of the Department  
43 Head or the Department Head's designee. Any request for leave without pay for  
44 two (2) weeks or more requires approval of the Chief Administrative Officer.

45  
46 10.2.2 An Employee may be granted leave without pay for a period not to  
47 exceed one (1) year as a result of sickness or disability when certified by a  
48 medical doctor or to run for non-City office.

1 10.2.3 Leave without pay may be granted for the purpose of attending schools or  
2 courses when it is clearly demonstrated that the subject matter is directly job  
3 related or for the purpose of preparing for a career with the City service. Training  
4 provided by technical, vocational trade schools and colleges approved by  
5 Veterans Administration will be accepted by the City under this subsection.  
6

7 10.2.4 Sufficient leave of absence without pay may be granted a permanent  
8 Employee to enable him to hold a non-City public office to which he has been  
9 elected or appointed.  
10

11 10.2.5 Union officials will be granted one (1) year leave without pay upon  
12 request of the Union for the purpose of performing full-time duties for the Union.  
13 Such leave will be renewed yearly upon request of the Union.  
14

15 10.2.6 Union officers may be granted time off from their normal duties without  
16 pay to attend conventions, conferences, seminars and Union meetings. If such  
17 leave is approved, the Employee may utilize accumulated vacation time and/or  
18 compensatory time.  
19

20 **10.3 Leave of Absence – This section intentionally left blank**  
21

22 **11. WORK WEEK**  
23

24 **11.1 Fair Labor Standards Act (FLSA) Non-Exempt Employees**  
25

26 11.1.1 An Employee's normal work week shall be forty (40) hours per week,  
27 eight (8) hours per day, five (5) consecutive days, of eight (8) consecutive hours  
28 per week, except for employees presently working ten (10) hours per day, four  
29 (4) consecutive days of ten (10) consecutive hours per week.  
30

31 **11.2 FLSA Exempt Employees – This section intentionally left blank**  
32

33 **12. WORK HOURS**  
34

35 **12.1 Work Hours, Scheduling**  
36

37 12.1.1 Employees working eight (8) or ten (10) hour shifts shall be granted a  
38 meal period with pay of thirty (30) minutes. Should a disruption occur, which  
39 requires the immediate attention of the Employee, the Employee will respond to  
40 the disruption and shall later be allowed to resume his/her meal period.  
41

42 12.1.2 A meal period with pay of up to thirty (30) minutes shall be granted to  
43 Employees required to work more than two (2) hours beyond the regular shift.  
44 Should a disruption occur which requires the immediate attention of the  
45 Employee during the Employee's meal period, the Employee will respond to the  
46 disruption and shall later be allowed to resume the meal period. An Employee  
47 who is not provided the opportunity to take a thirty (30) minute meal period shall  
48 receive overtime pay for the thirty (30) minutes.

1  
2 12.1.3 Normally, Employees will be allowed to take their fifteen (15) minute rest  
3 breaks during each half shift within the second and third hour of each shift. Rest  
4 periods may not be accumulated or normally postponed. Should a disruption  
5 occur which requires the immediate attention of the Employee during his/her rest  
6 period, the Employee will respond to the disruption and shall later be allowed to  
7 resume the rest period.  
8

9 12.1.4 No Employee will be required to work a split shift.

10  
11 12.1.5 No Employee shall be required to work two (2) complete consecutive  
12 shifts without an eight (8) hour period off work following the two (2) consecutive  
13 shifts worked except in declared emergencies.  
14

15 12.1.6 Declared Emergency: A declared emergency is defined as a turn of  
16 events which endangers the health and safety of the public and/or Employee.  
17 Such an emergency must be declared by the Department Director before each  
18 emergency in writing and shall be posted in a conspicuous place.  
19

## 20 **12.2 Stand-By Time**

21  
22 12.2.1 Employees who are required to carry a pager but are not otherwise  
23 restricted in their movements are "on call." Employees who are notified to remain  
24 available by telephone for immediate response are "subject to call." Employees  
25 who are required to remain at work site after their regular shift or who are called  
26 from off-duty status to report to work are "called to duty."  
27

28 12.2.2 Employees who are "subject to call" shall be credited with one (1) hour  
29 compensatory time or for one-half the time the Employee is subject to call,  
30 whichever is greater. An Employee who is notified that the Employee is subject to  
31 call, and had not been told to report or relieved of subject to call status within four  
32 (4) hours, will call to verify the Employee's continued status. Employees who fail  
33 to verify their status after four (4) hours will be limited to two (2) hours  
34 compensatory time.  
35

36 12.2.3 Employees who are "called to duty" shall be compensated for time  
37 worked. Employees who are "called to duty" from off-duty status shall be  
38 compensated for one (1) hour travel time.  
39

## 40 **12.3 Permanent Change in Work Hours**

41  
42 12.3.1 A permanent change in work hours shall require at least fourteen (14)  
43 calendar days notice to the affected Employee. A permanent change in work  
44 hours is defined as a change of thirty (30) calendar days or more on a work  
45 assignment.  
46

47 12.3.2 In calculating days notice under this section the day on which notice is  
48 given shall not be counted.  
49

## 50 **12.4 Other Work Hour Provisions**

1 12.4.1 It is recognized that it is the Employee's responsibility to maintain the  
2 Employee's equipment in a clean and sanitary condition. Sufficient time will be  
3 allotted to perform these duties.  
4

### 5 **13. WORK ASSIGNMENTS**

#### 6 **13.1 Working Outside Classification – This section intentionally left blank**

#### 7 **13.2 Light Duty/ Modified Work Assignments**

8  
9  
10  
11 13.2.1 The Employer shall make reasonable efforts to provide Employees  
12 covered by this Agreement with opportunities for returning to work on Light-Duty  
13 assignments due to temporary medical restrictions while recovering from work  
14 related injury or illness.

15  
16 13.2.1.1 An Employee requesting an early return to work in Light-Duty  
17 assignment may request such an assignment with accompanying medical  
18 recommendations.  
19

20 13.2.1.2 An Employee who returns to work on Light Duty assignment  
21 shall be paid no less than their last salary.  
22

23 13.2.2 The A.O.A. and the Employer will identify Light Duty posts.  
24

25 13.2.3 Should the City officially adopt a program for off-the-job injuries over and  
26 above the current sick leave policy, the Union will be afforded the opportunity to  
27 negotiate on this issue.  
28

#### 29 **13.3 Dead Animal Pickup**

30  
31 13.3.1 Animal Services Officers will not be required to pick up dead animals.  
32 However, when an Officer responds to an injured animal call and finds the animal  
33 has just died and has not started to decompose, the Officer will pick up the fresh  
34 carcass and bag same into a plastic refuse bag provided by the City for  
35 immediate transport to the appropriate location. Animal Services Officers will be  
36 issued protective gear to avoid contamination of their uniforms while picking up  
37 dead animals.  
38

39 13.3.2 Upon request of the Union representatives, the Human Resources  
40 Department and the Animal Welfare Department will meet to improve the  
41 effectiveness and efficiency of this effort and to explore alternative methods of  
42 providing this service to the public.

### 43 **14. SENIORITY**

#### 44 **14.1 Seniority Determination**

45  
46  
47 14.1.1 Seniority for the purpose of this Agreement is defined as follows unless  
48 otherwise specifically provided for in other Articles of this Agreement.

1  
2 14.1.1.1 The length of continuous service with the City of Albuquerque as  
3 a full-time permanent Employee obtained in the Employee's present  
4 department. Continuous service shall not be interrupted if the Employee  
5 was on approved leave of absence.  
6

7 14.1.1.2 Employees who voluntarily transfer out of the bargaining unit to  
8 accept other positions within City government may return to their former  
9 position within thirty (30) days, if their former position remains open  
10 without any loss of seniority.  
11

12 14.1.2 The Employer shall prepare and maintain a seniority list as defined in this  
13 section for Employees in the bargaining unit. This list shall include the  
14 Employee's name, the Employee's classification and seniority date. A master  
15 seniority roster will be developed for each department. This will be posted in a  
16 secure area and updated as changes occur. Copies of the seniority roster will be  
17 made available to the Union upon request.  
18

19 14.1.3 If the City decides to merge any or all JSO (600004) Employees as one  
20 (1) Unit or Department, the determining factor for seniority will be the date of hire  
21 in the JSO (600004) series.

## 22 **15. BIDDING and VACANCIES**

### 23 **15.1 Shift Bidding**

24 15.1.1 City security employees will be allowed to bid semi-annually for facility  
25 assignments, shift assignments, days off and voluntary overtime, in seniority  
26 order, in the Employee's classification. Transit employees shall be allowed to bid  
27 semi-annually for shift assignments, days off, and voluntary overtime in seniority  
28 order, in the employee's classification. Parking Enforcement employees will be  
29 allowed to bid semi-annually for shift assignments, days off, and voluntary  
30 overtime in seniority order, in the employee's classification. Area assignments  
31 shall be rotated monthly by drawing lots. Animal welfare employees will be  
32 allowed to bid semi-annually for area assignments, shift assignments, days off  
33 and voluntary overtime, in seniority order, in the employee's classification. While  
34 every effort will be made to accommodate an Employee's choice of facility  
35 assignment, or area assignment, the City has the right to temporarily or  
36 permanently reassign an Employee to a facility other than the one bid when  
37 justifiable cause such as the efficiency of the City service for reassignment  
38 exists, in the opinion of the Department Director or the Director's designee.  
39 Bidding will be conducted in the month of April to take effect in May, and in  
40 October to take effect in November.  
41  
42

43 15.1.2 Each time an assignment becomes open, it will be posted as vacancy for  
44 reassignment as soon as reasonably practicable.  
45

46 15.1.3 Full-time bargaining unit position vacancies shall be posted and offered  
47 first to full-time Employees based on seniority.  
48  
49

1 15.1.4 Local 1888 President may appoint up to two (2) Employees from within  
2 each department to assist in the development and administration of the bidding  
3 process. One (1) Employee will be paid by the department and one (1) Employee  
4 will be paid by Local 1888. The Union President will identify in writing to the  
5 department which Employee the Union will pay.  
6

7 15.1.5 It is recognized that specific minimum staffing patterns are required.  
8 Should the above bidding process fail to provide the staffing pattern required,  
9 reassignments which will meet those requirements will be made in reverse  
10 seniority order. Once the minimum staffing pattern requirements have been met,  
11 the Employee or Employees who were reassigned will have the right to return to  
12 their original bid in seniority order. The Union will be given five (5) days advance  
13 notice prior to reassignment.  
14

15 15.1.6 The bidding process will be accomplished over a period up to five (5)  
16 calendar days. This period may be extended by mutual agreement.  
17

18 15.1.7 The parties agree to work together to develop a more efficient bidding  
19 process to include bidding for vacation.  
20

21 15.1.8 A shift supervisor may permit Employees to mutually agree to exchange  
22 bidded slots for hardship reasons. The City and the Union must agree.  
23  
24

## 25 **15.2 Shift Exchanges**

26  
27 15.2.1 Each department will implement a program providing for the exchange of  
28 shifts in the same work units. Employees of equal rank and like qualifications  
29 may exchange shifts by notifying, in advance of the work shift, the supervisor  
30 designated by the department. The Officer who accepts the responsibility of  
31 working another Officer's shift shall do so in writing. In the event an Employee  
32 reports off for any reason, the Employee who agreed to work that Employee's  
33 shift shall be docked at the rate of time and one-half. The trading of time on  
34 holidays shall be allowed. Any exchange of shift agreement shall normally be  
35 approved twenty-four (24) hours before the agreement is to be implemented. It is  
36 understood that this agreement is solely for trading of shifts and is not intended  
37 to change the work week cycle. Nor shall any Employee be removed from this  
38 program for any reason other than failing to report for a shift exchange.  
39 Employees failing to report for a shift exchange shall not be allowed to participate  
40 in the program for sixty (60) days. If the Employee fails for a second time, that  
41 Employee shall be excluded for six (6) months. A third failure excludes the  
42 Employee for one (1) year.  
43

44 15.2.2 Each department shall maintain rules and regulations that implement the  
45 provisions of this section to meet Department and Employee needs. Uses of shift  
46 exchange include but are not limited to the following:  
47

48 15.2.2.1 Vacation

49  
50 15.2.2.2 Representing the department in Special Events  
51

1 15.2.2.3 Emergency

2  
3 15.2.2.4 Personal Leave

4  
5 15.2.2.5 Union Business

6  
7 15.2.3 It is understood that the exchange of shift agreements require approval of  
8 the supervisor designated by the department.

9  
10 15.2.4 Employees may not exchange a shift for monetary payment under any  
11 circumstances.

12  
13 **16. UNIFORMS, WORK DRESS**

14  
15 16.1 The first badge will be provided by the City at the City's expense. Any  
16 misuse of the badge may lead to disciplinary action being taken against the  
17 individual who misused his/her badge. Any lost badges will be replaced by the  
18 City and the Employee will incur the replacement cost. Badges will remain the  
19 property of the City and will be retained by the City in the event of separation of  
20 service. Upon retirement, the City will present the Employee with his/her badge.

21  
22 16.2 Any changes to the Uniform Policy will be done in accordance with this  
23 Contract.

24 **17. OCCUPATIONAL HEALTH and SAFETY**

25  
26 **17.1 Safe and Healthy Working Conditions**

27  
28 17.1.1 Safety is an integral part of the responsibilities of every manager,  
29 supervisor and Employee. Safety management exists to assist managers,  
30 supervisors and Employees in better performance of their duties.

31  
32 17.1.1.1 Employees shall comply with such rules, regulations and  
33 practices as may be prescribed for the conduct of Employees in order to  
34 provide safe, sanitary and healthful working conditions.

35  
36 17.1.2 For all Employees covered by this Agreement, the Employer shall:

37  
38 17.1.2.1 Provide safe and healthy working conditions and practices.

39  
40 17.1.2.2 Provide safe, healthy and clean work sites and grounds.

41  
42 17.1.2.3 Provide a safe and secure area for Employee meal and break  
43 periods.

44  
45 17.1.2.4 Maintain in safe working condition all City-owned motor  
46 vehicles, tools and equipment

1 17.1.3 When the security and safety of staff or public is questionable, the two  
2 person concept shall be used per Policy and Procedures/SOP.  
3

4 17.1.3.1 The City and management must use its best efforts to provide a  
5 safe work environment. A.O.A. and the department heads will work in  
6 conjunction to create a safe work environment.  
7

8 17.1.3.2 City Security Only: The City shall ensure that officers working  
9 special events of two (2) people or more shall be posted a minimum of  
10 one-half (1/2) hour prior to the event and a minimum of one-half (1/2)  
11 hour post event.  
12

13 17.1.4 Union-Management Safety/Security Committees.  
14

15 17.1.4.1 It is the responsibility of all bargaining unit members, officials of  
16 the Union and managers to contribute to a healthful and safe working  
17 environment. In the furtherance of this policy, a joint Union/Management  
18 Safety/Security Committee will be established in every department to  
19 review safety issues and make recommendations for improvement to the  
20 Department Director.  
21

22 17.1.4.2 Security is included in this section only as it relates to safety.  
23 Members of the Safety/Security Committees will meet at least once per  
24 month during working hours without loss of pay. If issues arise requiring  
25 immediate attention, the parties may agree to meet on a more frequent  
26 basis. If minutes of the committee meetings are kept, such minutes shall  
27 be made available to all committee members. Overtime shall not be  
28 authorized for committee meetings. Compensatory time and flex-time for  
29 committee members may be utilized  
30

31 17.1.4.3 Each committee will be composed of two (2) Employees  
32 selected by the Union President and two (2) Employees selected by  
33 management. The parties may agree to expand membership of these  
34 committees on a case by case basis to adequately address issues of  
35 concern.  
36

37 17.1.4.4 The Safety Committee will not initiate or recommend disciplinary  
38 action.  
39

40 17.1.4.5 Each committee will adopt guidelines governing the focus of its  
41 review.  
42

43 17.1.4.6 Concerns regarding the effectiveness of Safety Committees  
44 may be addressed at the department level or through the Human  
45 Resources Department.  
46

47 **17.2 Ambulance Service**  
48

49 17.2.1 Ambulance service, as determined by the paramedic called to the scene,  
50 shall be requested to take on-duty injured employees to a local hospital at the  
51 expense of the City.

1  
2 **17.3 Injury Time**  
3

4 17.3.1 Time off for injuries in the performance of duty shall be granted in  
5 accordance with the provisions of the Merit System Ordinance, applicable  
6 Administrative Instructions and applicable Personnel Rules and Regulations.  
7

8 17.3.2 Injured or disabled Employees will be accommodated in accordance with  
9 the law that is applicable at the time an employee utilizes Workers'  
10 Compensation.  
11

12 17.3.3 When an Employee is injured in the line of duty and if the Employee's  
13 doctor states that the Employee may/may not work light duty and the City  
14 Department of Employee Health disagrees, the City and the Employee's doctor  
15 will agree on an independent medical examiner at the City's expense. The  
16 opinion of the physician performing the independent medical evaluation will  
17 control, and the City will make every attempt to place the employee in a light duty  
18 position consistent with the findings of the independent medical evaluation.  
19

20 17.3.4 After exhausting injury leave benefits, Employees may be eligible to  
21 receive donated vacation and sick leave in accordance with the Personnel Rules  
22 and Regulations.  
23

24 17.3.5 The Union agrees to have two (2) Officers serve on the Mayor's task  
25 force on changes to injury time, should a task force be created.  
26

27 **17.4 Inoculation and Immunization**  
28

29 17.4.1 Employees, while on duty, who are exposed to a contagious disease will  
30 receive any necessary inoculation and immunizations for himself/herself and  
31 his/her family at the City's expense.  
32

33 17.4.2 The City will take appropriate measures, as determined by the City  
34 Occupational Health and Safety Division to protect Employees from contagious  
35 diseases.

36 **18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION**  
37

38 **18.1 In-Service Training and Education**  
39

40 18.1.1 Management will provide employee training as necessary to maintain job  
41 skills and certifications subject to the availability of funds. Original certificates of  
42 completion of a course will be given to employees with a copy being placed in  
43 their personnel file  
44

45 18.1.2 Specialized training for bargaining unit Employees will be posted for  
46 seven (7) calendar days and read in briefing. Copies will be provided to the  
47 Union President/designee. Selection will be determined on the job performance,  
48 experience, qualifications and fitness. Where all are equal, seniority shall be the  
49 deciding factor.  
50

1 18.1.3 Upon request of the Union, the Union and the City shall meet to identify  
2 areas where additional training will benefit Employees and the City.

3  
4 18.1.4 The City will determine when and what training is necessary and such  
5 training will be provided subject to the availability of funds.

6  
7 **18.2 Educational Leave**

8  
9 18.2.1 Educational Leave shall be granted in accordance with the City's  
10 personnel Rules and Regulations.

11 **19. POSITION DESCRIPTIONS and SPECIFICATIONS**

12  
13 **19.1 Position Specifications**

14  
15 19.1.1 The official job description for any position will be maintained by the  
16 Human Resources Department. The Union and the Employee or the Employee  
17 alone may review the job description for the position the Employee holds.

18  
19 19.1.2 The Union will be given the opportunity to provide written input to the  
20 Human Resources Department, requesting existing job descriptions, changes to  
21 job descriptions and new job descriptions.

22  
23 19.1.3 Upon request of the Union President or designee, the Union will be  
24 provided a copy of job descriptions for positions within their bargaining unit.

25 **20. PROMOTIONAL PROCEDURES and POLICIES**

26  
27 **20.1 Vacancies**

28  
29 20.1.1 Qualified Employees within the bargaining unit will be given first  
30 consideration for filling a vacancy within the bargaining unit, promotions within  
31 the bargaining unit, transfer or assignment within the bargaining unit.

32  
33 20.1.2 The Employer agrees that when there is a vacancy within a division which  
34 could allow an Employee assigned to that unit a promotional opportunity, a notice  
35 of such vacancy will be posted on the appropriate bulletin boards for a period of  
36 seven (7) days. The Union President will be supplied copies of all circulars.

37  
38 20.1.3 The City and the Union will notify and encourage bargaining unit  
39 Employees to participate in Career Counseling Programs through the City's  
40 Office of Career Development. The Union President will be given written notice of  
41 career counseling programs as they become available.

42  
43 **20.2 Temporary Upgrades**

44  
45 20.2.1 Temporary upgrades are voluntary assignments. Employees who are  
46 temporarily upgraded must be qualified, perform the duties and assume the  
47 responsibilities of the position.  
48

1 20.2.2 Bargaining unit Employees who are temporarily upgraded to supervisory  
2 positions are responsible for the documentation of Employee actions which could  
3 lead to disciplinary action but will not be required to initiate disciplinary action.  
4 Employee action which requires immediate disciplinary action will be initiated by  
5 the next level of management personnel on duty.  
6

7 20.2.3 The City agrees to discourage frequent assignment of Employees below  
8 their regular classification and agrees not to lower an Employee's pay on  
9 temporary assignment to lower classifications.  
10

11 20.2.4 Temporary upgrades will be documented by the City.

12 20.2.5 Every six (6) months the Employer will post a sign-up sheet to allow the  
13 Employees to sign up to volunteer for temporary upgrades.

## 14 **21. PERFORMANCE EVALUATIONS and APPRAISALS**

15  
16 21.1 The parties recognize that department directors may choose to implement  
17 a systematic performance evaluation system at the level of the department,  
18 division, work unit or by Employee classification. For an Employee to be  
19 evaluated, performance evaluations will be conducted by the supervisor(s) for all  
20 subordinates assigned to the Employee's charge at least annually, but not more  
21 than biannually. No evaluation will be made of any Employee by the employee's  
22 immediate supervisor(s) until that Employee has served under the supervisor(s)  
23 for at least three (3) months. When this is not possible, evaluations shall be  
24 conducted in conjunction with previous supervisor(s) when possible.  
25

26 21.2 At the Employee's request, negative performance evaluations shall be  
27 reviewed up to the department head who may modify, rescind or affirm the  
28 evaluation in question. Upon request, the employee shall receive a copy of the  
29 evaluation upon signing the document.  
30

31 21.3 Any deficiencies noted in the performance evaluation shall call for a  
32 meeting between the supervisor and the Employee in which the deficiencies and  
33 possible corrective action are discussed. The Employee may write down their  
34 disagreement with noted deficiencies and have it included with the performance  
35 evaluation.  
36

37 21.4 Evaluations should not include ratings solely reflecting a lack of specialized  
38 training normally provided by the City, but not made available to the Employee.

## 39 **22. PERSONNEL FILES and RECORDS**

### 40 **22.1 Employee Records**

41  
42  
43 22.1.1 A copy of any material pertaining to an Employee's performance or to  
44 disciplinary actions to be placed in the employee's personnel files must be  
45 presented to the Employee for signature and review.  
46

47 22.1.2 By arranging an appointment in advance, Employees shall be allowed to  
48 review the contents of their departmental personnel file during normal working

1 hours (8:00 am to 5:00 pm). Reasonable requests for copies or documents in the  
2 file shall be honored and reasonable charges made for such copies.  
3

4 22.1.3 Only the personnel file kept in the Human Resources Department will be  
5 used for interdepartmental interviews.  
6

7 22.1.4 Employees shall have the right to submit written responses to all  
8 derogatory documents placed in their Human Resources or departmental file  
9 within each department. Such written responses will be placed in the appropriate  
10 file. Derogatory material may be purged from the Employee's departmental file at  
11 the department head's discretion.  
12

13 22.1.5 Human Resources Departmental files are a permanent record of an  
14 Employee's performance with the City of Albuquerque. Such files will not be  
15 purged. However, Employees who have been cleared of any charges shall not  
16 have reference of any of these charges included in their permanent personnel  
17 file.  
18

19 22.1.6 It is hereby recognized that, upon written notification by the Employee,  
20 the Union will be allowed to view his/her file.  
21

22 22.1.7 The Union President or designee may request to meet with the  
23 department director to mediate disputes concerning purging of derogatory  
24 material from Departmental personnel files.

25 **23. CONDITIONS of EMPLOYMENT**

26  
27 **23.1 Drug Testing**  
28

29 23.1.1 The City and the Union agree that establishing a drug free workplace is a  
30 priority that requires the cooperation of the parties. To that end, the parties will  
31 meet with the Substance Abuse Policy Review Board, Human Resources, Risk  
32 Management and the Legal Department to discuss problems and possible  
33 changes to the current testing procedures. The City will provide necessary  
34 training to employees regarding drug testing policies and procedures. The Union  
35 will be given the opportunity to provide input to improve the effectiveness of  
36 Employee training efforts.  
37

38 23.1.2 The City will comply with all applicable Federal, State and City laws.

39 **24. DISCIPLINE and INVESTIGATIONS**

40  
41 **24.1 Investigations**  
42

43 24.1.1 The parties agree that investigations of disciplinary actions shall be  
44 conducted in a manner that affords the Employees involved an environment that  
45 is conducive to problem solving. Union concerns over investigations may be  
46 initially addressed to the Department Director. It is acknowledged by the parties  
47 that it is the responsibility and obligation of the City to investigate charges of  
48 employee misconduct.

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24.1.2 The Employee shall have the right to have Union representation during the investigative, pre-determination and grievance process. The parties agree investigations should be completed as quickly as possible. For Security and Animal Services Employees, the investigation shall normally be concluded within a fifteen (15) workday period. The City may extend the investigation beyond the fifteen (15) workday periods provided the City has a compelling reason(s) for the extension. The reason may include, but will not necessarily be limited to, a homicide, riot, narcotics violation or an excessive force case. At any time during the investigation, the Union and/or the affected Employee may request a status report on the investigation. The request shall not be denied. Employees under investigation may be placed on administrative leave with pay during the pendency of the investigation.

24.1.3 Honest Employee and witness testimony is a central ingredient to the establishment and maintenance of an internal investigation process that is characterized as one that has integrity, efficiency and fairness. Each Employee or witness shall be free from inappropriate interrogatories during any investigation. Each Employee shall provide information that is truthful during an investigation. Upon the completion of the investigation the employee will be notified as to whether the charges were sustained or not sustained.

24.1.4 If disciplinary action is contemplated following the investigation the employee will be presented with the charges and provided an opportunity to respond to the charges prior to determining whether any disciplinary action will be taken.

**24.2 Disciplinary Actions**

24.2.1 A pre-determination hearing shall be convened to determine the facts regarding allegations against an Employee which may result in disciplinary action other than a verbal warning, oral counseling, a letter of instruction or a letter of advisement/caution. The Employee shall have reasonable notice, but not less than four (4) days notice, of the scheduled pre-determination hearing. A pre-determination hearing notice shall list the charges against the Employee and will include all discovery against the Employee. The City shall assure Union access to the Policies and Procedures Manual for the purpose of representing an Employee with a pending pre-determination hearing. Within ninety-six (96) hours of the pre-determination hearing, the Employee will be allowed an opportunity to review all evidence against the Employee. If an Employee is ordered to prepare a written document that describes an incident that eventually leads to an investigation of the Employee's behavior, the Employee, upon request, shall be provided a copy of the letter. The letter shall be provided to the Employee before the Employee is required to submit a written answer to any charges filed against the Employee by the Department.

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

1 known of the act which is being investigated must immediately notify the  
2 department director.

3  
4 24.2.3 In the event disciplinary action is taken against an Employee other than  
5 the 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 24.2.4 Nothing in this section shall prevent the Employer from disciplining or  
9 discharging Employees for just cause.

10  
11 24.2.5 When disciplinary action is to be imposed, progressive discipline will be  
12 considered when it appears that the merits of the case would lend itself to this  
13 procedure.

14  
15 24.2.6 When possible, criticism of Employees and management will be in  
16 private, away from the public and other Employees.

17  
18 24.2.7 An Employee may propose in writing to management a level of discipline  
19 the Employee will accept for an offense prior to management imposing  
20 disciplinary action. If management accepts the discipline proposed by the  
21 Employee, the issue will be considered settled and the action will not be grieved.

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

### 23 24 **25.1 Grievance Procedure**

25  
26 25.1.1 Nothing in this Agreement shall prevent any Employee from instituting or  
27 pursuing any grievance in his/her behalf without the assistance of the Union. The  
28 City and the Union agree to work together to make efforts to resolve grievances  
29 at the lowest level. The Union must be notified at the filing of all grievances by  
30 the Employee.

31  
32 25.1.2 The aggrieved Employee may have representation at any time or step in  
33 the grievance procedure of disciplinary action.

34  
35 25.1.3 As a condition of employment, Employees are required to appear as  
36 witnesses in grievance hearings when requested by the aggrieved Employee or  
37 by the City. Requests for the appearance of witnesses will be made through the  
38 Department of Human Resources. Any Employee called as a witness during  
39 working hours shall be paid at the Employee's regular rate. The Employee will be  
40 required to return to work when he/she is no longer needed as a witness.  
41 Employees called as witnesses during time off shall be paid at straight time for  
42 the time spent at the hearing by whichever party is requiring the Employee to  
43 appear.

### 44 45 **25.2 Grievance Steps**

46  
47 25.2.1 A grievance shall be defined as an alleged violation of the Agreement.

48  
49 25.2.2 Prior to filing a written grievance, an Employee shall informally discuss  
50 the grievance with the Department Director or the Director's designee.

1  
2 25.2.3 A grievance shall be considered null and void if the grievance is not filed  
3 in writing at Step One within ten (10) workdays after the commission or omission  
4 of the act that generated the grievance.  
5

6 25.2.4 Step One: If the Employee is not satisfied with the results of the informal  
7 meeting, the Employee may file a written grievance with the Department Director  
8 no later than ten (10) workdays after the commission or omission of the act that  
9 generated the grievance. The Department Director or the Director's designee will  
10 submit a written response to the grievance to the Employee and the Human  
11 Resources Director no later than ten (10) workdays after the Department Director  
12 received the grievance. The Department Director shall also send a copy of the  
13 response to the Union.  
14

15 25.2.5 Step Two: If the Employee is not satisfied with the Department Director's  
16 written grievance response, the Employee may appeal the grievance in writing to  
17 the Human Resources Director no later than ten (10) working days after receiving  
18 the Director's written response. The Employee shall submit a copy of the appeal  
19 to the Union and then to the Human Resources Director. The Human Resources  
20 Director shall convene a meeting to discuss the grievance within fifteen (15)  
21 workdays after receiving the grievance. The Employee may have a Union  
22 representative attend the meeting and the Department Director may be  
23 represented by a person of the Department Director's choice. No later than ten  
24 (10) workdays after the close of the meeting, the Human Resources Director  
25 shall issue a written finding to the Employee, the Union and the Department  
26 Director.  
27

28 25.2.6 If the Union and the Employee are not satisfied with the Human  
29 Resources Director's written finding, the Union may appeal the grievance to the  
30 City's Labor-Management Relations Board within thirty (30) days after receipt of  
31 the findings.  
32

33 25.2.7 The time limits set forth herein shall be considered maximums. The  
34 parties may only extend the time limits by executing a written extension. If a  
35 grievance is not filed or appealed by the Employee or Union in a timely manner,  
36 the grievance shall be considered null and void. If the City does not respond to a  
37 grievance in a timely manner, the grievance shall automatically be appealed to  
38 the next step.

39 **26. EMPLOYEE REIMBURSEMENTS**

40  
41 **26.1 Per Diem and Mileage Reimbursements – This section intentionally left**  
42 **blank**  
43

44 **26.2 Other Employee Reimbursements**  
45

46 26.2.1 Health aids damaged in the line of duty will be repaired or replaced by the  
47 City. Replacement of health aids shall be of equal construction for those items  
48 damaged or broken.  
49

1 26.2.2 Employees' watches damaged in the line of duty will be reimbursed for  
2 such damage up to a maximum of forty dollars (\$40.00). A receipt and incident  
3 report required.

4 **27. EMPLOYEE LIABILITY COVERAGE**

5

6 **27.1 Legal Protection/ Civil Actions**

7

8 27.1.1 Should an Officer be sued in a civil action for any allegations arising out  
9 of the course and scope of the Officer's employment, the Officer will be provided  
10 a defense and indemnity from liability pursuant to the requirements of the New  
11 Mexico Tort Claims Act, Section 41-4-1 et. Seq. NMSA 1978, as amended, and  
12 in accordance with any applicable joint powers agreement.

13

14 **27.2 Legal Protection/ Criminal Actions**

15

16 27.2.1 It is understood by the parties that it is against public policy to defend an  
17 Officer in a criminal suit once the Officer is indicted for a criminal act.

18

19 27.2.2 The Union and the Human Resources Department will meet and confer to  
20 evaluate possible methods to provide a defense to Employees who are charged  
21 by citizens with misdemeanor criminal complaints filed for actions taken in the  
22 course and scope of their employment.

23

24 **27.3 Employee Liability Coverage/ General Provisions**

25

26 27.3.1 For purpose of this section and Agreement, the phrase "course and  
27 scope of employment" means the lawful acts which an Officer is requested,  
28 required or authorized to perform by the City.

29

30 27.3.2 Nothing herein shall bar the use in court of case law and common law in  
31 the resolution of any dispute arising out of an interpretation of the New Mexico  
32 Tort Claims Act 41-4-1 et. Seq. NMSA 1978.

33

34 27.3.3 It is understood by the parties that a breach of this Agreement shall not,  
35 in itself, cause the City to be liable for any punitive damages arising out of any  
36 suit to which the Officer is a party.

37 **28. EMPLOYEE ASSISTANCE PROGRAMS**

38

39 **28.1 Employee Assistance Program – This section intentionally left blank**

40

41 **28.2 Critical Incident Stress Debriefing**

42

43 28.2.1 Employees who, during the performance of their duties, are seized,  
44 detained by force, threatened or are victims of significant battery will be referred  
45 to the Employee Assistance Program for evaluation to determine if the Employee  
46 can perform the essential functions of the job. If determined that the employee  
47 cannot return to duty, the Employee will remain on injury time until the employee  
48 has been released to return to duty. It is the intent of this section to ensure

1 adequate care and treatment as well as uninterrupted pay for Employees  
2 involved in work related injuries.

3  
4 28.2.2 In the event that critical stress incidents including, but not limited to, work  
5 peer suicide or work related death of a co-worker occurs, Employees will be  
6 referred to the Employee Assistance Program for counseling. These counseling  
7 sessions will be kept confidential. The Employer shall provide employees  
8 appropriate and adequate critical incident stress debriefing (hereinafter referred  
9 to as "CISD") through the E.A.P.

10  
11 28.2.3 The City will notify the Union President or the President's designee of any  
12 serious incident such as a riot, an assault and battery on an employee or a  
13 hostage situation that affects an Employee. This commitment shall not be  
14 interpreted or implemented in a manner that limits the ability of the City  
15 effectively address and resolve the incident Failure by the City to notify the  
16 President of the incident may be initially grieved to the Director of Human  
17 Resources.

18  
19 **28.3 Burial and Funeral Expenses**

20  
21 28.3.1 The City agrees to defray funeral and burial expenses of any Employee  
22 killed under honorable circumstances in the line of duty to a maximum of nine  
23 thousand dollars (\$9,000.00).

24 **29. EMPLOYEE VEHICLE USAGE** – This section intentionally left blank

25 **30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION** – This section  
26 intentionally left blank

27 **31. FIREARMS**

28  
29 **31.1 Firearms Operating Procedures**

30  
31 31.1.1 Departments will establish firearms operating procedures and provide  
32 training for those employees required to carry firearms. Existing departmental  
33 firearms operating and training procedures will be reviewed by the City Legal  
34 Department.

35  
36 **31.2 Firearms Qualification**

37  
38 31.2.1 The City will schedule practice time for each Employee issued a firearm.  
39 Sufficient ammunition will be provided at no cost to the Employee.

40  
41 31.2.2 Firearms qualifications shall be conducted in accordance with the New  
42 Mexico Law Enforcement Academy Guidelines.

43  
44 31.2.3 An Employee who fails to qualify on the Employee's first attempt shall be  
45 permitted a second opportunity to qualify in accordance with Department  
46 Regulations and Procedures.

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

2  
3 **32.1 Storage of City Equipment**

4  
5 32.1.1 Storage that provides a reasonable amount of security will be provided for  
6 City equipment and Employees will not be required to take equipment home  
7 except when the Employee is on standby status.

8  
9 32.1.2 Employees who are to take City equipment home will be held responsible  
10 for its maintenance and care and replacement in the event it is damaged or lost.  
11 A policy addressing the storage of weapons will be established by the  
12 department.

13  
14 **32.2 Clothing Allowance**

15  
16 32.2.1 Each Employee shall receive a clothing and personal properties  
17 allowance of six hundred dollars (\$600.00) per year to be paid at the rate of fifty  
18 dollars (\$50.00) per month on the first payday of each month. Payments may be  
19 prorated on a pay period basis, twenty-six (26) equal payments per year.

20  
21 32.2.2. The Municipal Development Department and AFSCME Local 1888 will  
22 meet within sixty (60) calendar days of the ratification of the Collective Bargaining  
23 Agreement in order to draft an amendment to the current Uniform SOP. The  
24 Amendment will pertain to the issuance, care, and mandatory wearing of City  
25 issued concealable, undergarment protective body armor. The parties agree to  
26 meet and confer on the development of the Amendment, including safety  
27 procedures, and the procedures for personnel that may request a medical  
28 exemption.

29 **33. EMPLOYEE INCENTIVE PROGRAMS**

30  
31 **33.1 Employee Recognition Program**

32  
33 33.1.1 Committees may be established within each department to review and  
34 recommend improvements to existing Employee incentive programs and to  
35 propose new programs that will benefit both the City and the Employees.

36  
37 33.1.2 If these programs are implemented, awards shall be consistent with the  
38 provisions detailed in Section 404 of the City's Personnel Regulations.

39  
40 **33.2 Sick Leave Incentive Program**

41  
42 33.2.1 Employees who utilize zero (0) hours of sick leave over six (6)  
43 consecutive months will be awarded one (1) day of leave in accordance with  
44 Council Resolution R-445.

45 **34. EMPLOYEE PAYROLL DEDUCTIONS - This section intentionally left blank**

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

47

1 **35.1 Layoff and Reduction in Force Procedures**

2  
3 35.1.1 When it is necessary to have a reduction in force, Employees will be laid  
4 off in reverse order of seniority within their department.

5  
6 35.1.2 In the event of layoff, an Employee will retain seniority in any  
7 classification held within this bargaining unit and will be allowed to apply the total  
8 length of continuous service within this bargaining unit towards seniority.

9  
10 35.1.3 An Employee identified for layoff will be given at least fifteen (15) working  
11 days notice.

12  
13 35.1.4 The City will provide for Union input prior to any layoff.

14  
15 35.1.5 An Employee who is laid off has the responsibility of keeping the City  
16 informed as to correct mailing address. An Employee laid off due to a reduction  
17 in force will be called back to work in his/her seniority order according to the  
18 following procedure:

19  
20 35.1.5.1 The City will advise the Employee to be recalled by certified or  
21 register US Mail. A copy of such recall notice shall be furnished to the  
22 Union.

23  
24 35.1.5.2 An Employee upon receiving notice of recall will, within ten (10)  
25 working days after receipt of the recall notice, acknowledge receipt by  
26 certified or registered mail advising the Human Resources Director of the  
27 date he/she will be available for service, which available date must not be  
28 later than thirty (30) calendar days from the date the Employee receives  
29 the recall notice unless there are extenuating circumstances.

30  
31 35.1.5.3 Employees failing to comply with this section will forfeit their  
32 recall rights. Failure to report following the receipt of the recall will be  
33 considered an automatic resignation. It is understood that the City will  
34 have discharged its obligation of notification to laid off Employees by  
35 having forwarded the recall notice as herein outlined.

36  
37 35.1.6 No new Employees will be hired into the bargaining unit until all laid off  
38 qualified Employees have been given an opportunity to return to work.

39  
40 35.1.7 Bidding on vacancies while on Layoff-Forced Assignment: Employee who  
41 are assigned to a lower grade as a result of reduction in the work force may bid  
42 for positions of a higher grade and pay. Should the position bid for carry a grade  
43 and pay higher than the forced assignment but lower than the position from  
44 which the Employee was initially downgraded, the Employee will retain the recall  
45 rights to the Employee's initial position. Should the Employee, while on forced  
46 grade and pay be higher than his initial position and the Employee accepts the  
47 position, the Employee will relinquish all recall rights to the initial position held  
48 prior to the forced assignment.

49 **36. RESIGNATION and RETIREMENT**

50

1 **36.1 Resignation – This section intentionally left blank**

2  
3 **36.2 Retirement**

4  
5 36.2.1 Employees should plan to begin processing for retirement at least six (6)  
6 months before the projected date of retirement. Assistance may be obtained  
7 through the Human Resources Department.

8  
9 36.2.2 Employees may convert one hundred percent (100%) of their sick and  
10 vacation leave accumulations to cash payment at time of retirement.

11 **37. RULES and REGULATIONS**

12  
13 37.1 The Employer hereby agrees that any changes to Rules and Regulations  
14 within each department shall not be in direct conflict with Local 1888's existing  
15 contract.

16  
17 37.2 The Employer agrees to notify Local 1888 in advance and in writing of any  
18 proposed changes to Rules and Regulations for review purposes, and to provide  
19 input.

20 **38. PRIVATIZATION and CONTRACTING OUT**

21  
22 **38.1 Contracting for Services**

23  
24 38.1.1 The City agrees that prior to contracting or sub-contracting out bargaining  
25 unit positions that the Union will be allowed input on such action and will be given  
26 adequate notice.  
27

28 **39. STRIKES and LOCKOUTS – This section intentionally left blank**

29  
30 **40. GENERAL ADMINISTRATIVE PROVISIONS**

31  
32 **40.1 Non-Discrimination**

33  
34 40.1.1 The Employer and the Union agree that the provisions of this Agreement  
35 shall be applied equally to all Employees in compliance with applicable law  
36 against discrimination as to age, race, creed, color, religion, national origin, sex,  
37 condition of disability, sexual orientation, marital status, veteran status or political  
38 affiliation.

39  
40 40.1.2 The Employer and the Union agree with the rights of Employees to  
41 become or not to become Union members. There shall be no discrimination,  
42 interference, restraint or coercion by the Union or the Employer regarding any  
43 employee's decision to affiliate or not to affiliate with the collective bargaining  
44 Union.  
45

1 40.1.3 The Union recognizes its responsibility as the bargaining agent and  
2 agrees to represent all employees in the bargaining unit without discrimination,  
3 interference, restraint or coercion.  
4

5 **40.2 Memoranda of Understanding (MOU)**  
6

7 40.2.1 The signatures of the Union President and the Director of Human  
8 Resources, as exclusive representatives on Memorandums of Understanding,  
9 shall be binding on the parties.  
10

11 **40.3 Complete Agreement /Zipper Clause**  
12

13 40.3.1 The parties agree that this is the complete and only Agreement between  
14 the parties. Each party has negotiated on all issues identified for negotiations and  
15 such negotiations have led to this Agreement. No additional negotiations will be  
16 conducted on any item, whether contained herein or not, except by mutual  
17 agreement of the parties. This Agreement replaces any and all previous  
18 agreements between the parties.  
19

20 40.3.2 The parties acknowledge that during the negotiations which resulted in  
21 this Agreement, each had the unlimited right and opportunity to make demands  
22 and proposals with respect to all proper subjects of collective bargaining and that  
23 all such subjects have been discussed and negotiated upon and the agreements  
24 contained in this Agreement were arrived at after the free exercise of such rights  
25 and opportunities; therefore, the Employer and the Union, for the life of this  
26 agreement, each voluntarily and unqualifiedly waives the right and each agrees  
27 that the other shall not be obligated to bargain collectively, but could if mutually  
28 agreed, with respect to any subject matter not specifically referred to or covered  
29 in this Agreement, even though such subject or matter may not have been within  
30 the knowledge or contemplation of either or both of the parties at the time they  
31 negotiated or signed this Agreement.  
32

33 40.3.3 Furthermore, it is understood and agreed that Employees have only those  
34 contractual rights specifically granted to them by the specific language of this  
35 Agreement. Neither the Union nor the Employees have any implied or inferred  
36 contractual rights. The Union shall be the exclusive representative for those  
37 contractual rights.  
38

39 **40.4 Savings Clause**  
40

41 40.4.1 Should any part of this Agreement or any provisions contained herein be  
42 declared invalid by any tribunal of competent jurisdiction, the validity of the  
43 remaining portions shall not be affected.  
44

45 40.4.2 Should this occur the parties will immediately meet to negotiate a suitable  
46 provision to replace the provision held invalid.  
47

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15

**40.5 Term of Agreement**

40.5.1 This Agreement shall be effective on the first full pay period following settlement, ratification, and signature by the parties and shall remain in full force through June 30, 2018.

40.5.2 If neither party to this Agreement requests the opening of negotiations as provided in the City's Labor-Management Relations Ordinance, this Agreement and the conditions herein shall continue in effect for year to year.

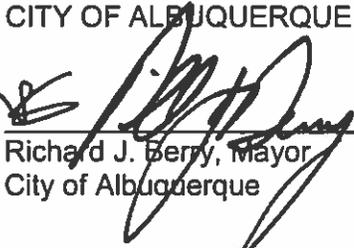
40.5.3 This agreement is enacted in accordance with the provisions of the Labor-Management Relations Ordinance, § 3.2.18 R.O. 2002.

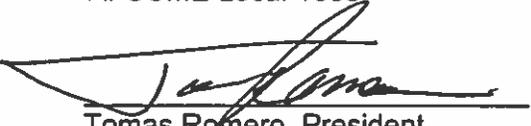
1  
2 **SIGNATURES**  
3

4 IN WITNESS WHEREOF, the parties have signed their names and affixed the  
5 signatures of their authorized representatives on this 3 day of September  
6 \_\_\_\_\_, 2016.  
7

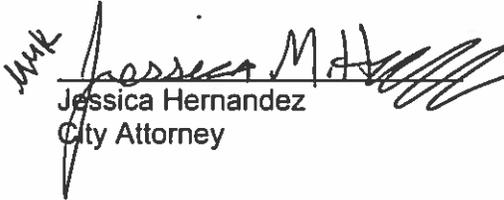
8 CITY OF ALBUQUERQUE

AFSCME Local 1888

9  
10   
11 \_\_\_\_\_  
12 Richard J. Berry, Mayor  
13 City of Albuquerque  
14

10   
11 \_\_\_\_\_  
12 Tomas Romero, President  
13 AFSCME Local 1888  
14

15  
16 Form Reviewed by Legal Department (Seal)  
17

18  
19   
20 \_\_\_\_\_  
21 Jessica Hernandez  
22 City Attorney  
23  
24

18   
19 \_\_\_\_\_  
20 Natalie Howard  
21 City Clerk  
22  
23  
24