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

Effective July 1, 2026 through June 30, 2027

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# AGREEMENT

## 0. RECITALS

### 0.1 Preamble

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

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

### 0.2 Authority

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

### 0.3 Agreement Control

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

### 0.4 Recognition

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

0.4.1.1 General Services Department Metro Security Officers
0.4.1.2 Animal Services Officers
0.4.1.3 Parking Enforcement Officers

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## 1. GENERAL LABOR/ MANAGEMENT PROVISIONS

### 1.1 Dues Check-Off

1.1.1 During the life of this Agreement and upon receipt of a voluntary authorization for dues deduction card, the City will deduct from the pay of each Employee who has executed an authorization card, membership dues levied by the Union in accordance with its constitution and by-laws. The Union will provide dues deduction and termination cards. Termination cards must be signed by the Union President or designee. An Employee wishing to terminate their dues may do so during the first seven (7) business days of January.

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

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

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

1.1.5 Employees promoted to a position outside the bargaining unit will be withdrawn from Local 1888 membership provided the employee notifies the City and the Union in writing. Notice will be given to the Union President within ten (10) City Business Days when a bargaining unit employee's employment status has changed to outside the bargaining unit, including a change to retirement status.

1.1.6 On request of Local 1888, the employer agrees to furnish the Union a list of bargaining unit members on an annual basis. This list shall include the pay, grade, name, address, phone number, date of hire, classification and work location. The addresses and phone numbers shall be provided and used in accordance with (PERLB) Public Employees Labor Relations Board on this issue between the City and AFSCME.

### 1.2 Union Rights

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

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representatives may request meetings as needed to prevent, clarify or resolve a problem.

1.2.2 The funds to cover the cost of Union Time in the amount of $131,000.00 for use among AFSCME Locals 624 Blue, 624 Transit, 1888 J-Series and 2962-Clerical shall be set aside from the three percent (3%) appropriated by the City for salary increases in FY 2015, in order to fund the recurring cost of Union Time for the above listed AFSCME collective bargaining units. Deductions from this pool shall be calculated using the actual burdened wage rate of the union representative using the time (to include employee insurance, PERA, Retiree Health, Employer FICA portion, Life Insurance, Insurance Admin Fee, and Unemployment Compensation). The Employer shall provide the Union with a monthly accounting of funds disbursed.

The hours spent to perform union business as defined under this section will count as hours worked for the computation of overtime. Only union representatives identified and authorized by the union in advance are allowed to draw on the pool of union time. Such time will be deducted from the pool at the burdened wage rate. The union shall maintain a current list of authorized union representatives with the City. In extenuating circumstances the parties may authorize the addition of representatives to draw from the pool. An authorized representative shall request the use of Union Time at least a minimum of five business days in advance from their respective department; such requests are subject to approval by their supervisor. Requests for Union Time will be accepted by text or by email to their immediate supervisor and duty Sergeant and entered in KRONOS before the end of the pay period; supplementing the written request by phone is appreciated. Approval shall not be unreasonably denied and shall be denied only in cases of emergency. Where the employer sets a meeting for which Union Time may be used (for pre- determination hearings and grievance hearings), but provides the employee with less than six business days notice, the Employer shall allow the Union to use Union Time for such an event. Where the Employer sets an investigatory meeting for which Union time may be used, 24-hours advanced notice will be provided by the Employer. The Employer shall grant Union Time for Union Representatives to attend these meetings. Parties may waive these deadlines upon mutual agreement.

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

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

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

President's Time for Local 1888. The Union President or his/her designee shall be allowed a total of up to 16 hours per week to perform Union business.

1.2.3 Union Steward Appointments.

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

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

1.2.4 Elections and Appointments. The City will notify the Union of elections or appointments to the City's Labor Relations Board and the Personnel Board. The Union will notify the Security Chief of the dates and times of Union elections when the same is announced to members.

1.2.5 Bulletin Board

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

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

## 1.3 Employer Rights

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

## 1.4 Labor Management Meetings

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1.4.1 The Union and the Employer shall conduct Labor-Management meetings at mutually agreed upon times and places.

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

**1.5 Bargaining Unit Information, Accretion**

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

**1.6 Location Determination**

This Section Left Intentionally Blank.

**1.7 Requests for Information**

1.7.1 In any grievance (including arbitration), or proceeding in the Labor Board and Personnel Board, the Parties will respond to discovery requests within fifteen (15) City Business Days or at least ten (10) City Business Days before any applicable hearing, whichever is sooner, at no cost. This agreement is in addition to any discovery allowed by an applicable forum, but may not be used beyond a forum's close of discovery or other deadlines set by the forum. Any dispute about discovery including limits shall be decided by the forum.

1.7.2 In addition, the Parties agree that the City has the duty to provide, upon request, any relevant information necessary to negotiate, administer, and police the CBA, and to fairly and adequately represent all collective bargaining unit employees ("CBA requests"). The City has no duty to generate information or documents in response to Union requests. The City of Albuquerque Central HR will be copied on all CBA requests. Instead of providing information, the City may timely raise an affirmative defense that the information is confidential or privileged based on either the employer's interests or employees' interests. The City will respond to non-litigation requests within fifteen (15) City Business Days at no cost.

1.7.3 Information requests outside of litigation discovery and CBA requests will be made pursuant to IPRA.

**1.8 City Systems**

1.8.1 Employees cannot be compelled to use their personal cell phones for conducting City business.

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1.8.2 The City utilizes GPS in its operations. The City, in its sole discretion, may take steps to corroborate GPS data with additional supporting evidence. If data indicates a traffic violation, then the City will verify the relevant "rules of the road," (such as speed limit), and may investigate and discipline consistent with this Contract. If GPS data indicating an alleged violation of City rules or regulations is corroborated with other evidence verifying the GPS data, then the City may rely on the GPS data and the corroborating information in further action, including but not limited to an investigation or discipline consistent with this Contract. The Union may contest the imposition of discipline consistent with this contract, but not the City's reliance on verified GPS data. The City has other department specific systems which are a mandatory subject of bargaining.

1.8.3 GPS systems may record vehicle idle time, location data, and speed continuously or on an event-triggered basis.

1.8.4 The City will provide notice that monitoring systems are in use which shall be prominently displayed in every vehicle with GPS or cameras.

**Cameras in Vehicles**

1.8.5 Vehicle cameras, both inward and outward facing, are meant for operational purposes, rather than employee surveillance. However, if an incident of any prohibited conduct is alleged, management may review camera recordings to confirm if the facts of an incident were captured. If a review of the recording produces evidence of the prohibited employee conduct, the recording may be considered in documenting the basis of disciplinary action. The camera review of the video will cease (15) fifteen minutes after the alleged incident has been verified. Nothing in the video review limits the city's ability to discipline for violations of state or federal law.

1.8.6 Prior to the use of any AI technology that captures biometric data (e.g., facial patterns, eye detection, head movement, etc.) City will notify the Union and if requested, will bargain with the Union, provided the request was made within 14 business days of the notification.

1.8.7 Audio technology in Vehicle camera systems shall be prohibited, except in vehicles where employees are transporting the public.

**Cameras City Property**

1.8.8 Security cameras on City property are not meant for employee surveillance, however employees on City property may be recorded as part of the security operations of the City. If an incident of prohibited conduct is alleged, management may review camera recordings to confirm if the facts of an incident were captured. If a review of the recording produces evidence of prohibited employee conduct, the recording may be considered in documenting the basis of disciplinary action.

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### 1.9 City Rules and Regulations, Department/Division Policies

1.9.1 If the express terms of this Contract are in direct conflict with City Rules & Regulations, or Department/Division policy, or orders and rules which address means and methods of duties, then the terms of this Contract control.

1.9.2 The City will notify, by email addresses provided by AFSCME to Central HR, the relevant AFSCME five Local Presidents and one Staff Representative of proposed changes to Rules & Regulations, and Policies at the Department and Division levels. The Notification will attach the proposed changes in redline or equivalent. The person(s) notified are responsible to notify other union officials and bargaining unit members.

1.9.2.1 The Union may request bargaining of SOPs and Post Orders only if they affect the health and safety of the employees.

1.9.3 Measured from the date of notice, AFSCME will have twenty-one (21) calendar days (rolling forward to the next business day if necessary) to provide by "reply all" email to the City personnel a request to bargain. AFSCME waives the right to bargain if the required reply all email is not sent within the time period, and the City's proposed changes may be implemented.

1.9.4 If AFSCME timely sends the required email, then from the day of the City's initial notice the Parties will, within 90 calendar days, reach agreement or provide LBFs and initiate the impasse arbitration process. Either party may initiate the impasse arbitration procedure.

1.9.5 Without precedent, the City and Union may: provide notice to more persons and by more methods of delivery; agree to a different process; implement an interim R&R/policy; extend timelines; and/or, waive impasse arbitration.

1.9.6 If the City does not follow this procedure, then AFSCME may challenge the changes under this CBA or applicable law.

## 2. PAY PROVISIONS

### 2.1 Pay Schedules

2.1.1 For the fiscal year from July 1, 2026 through June 30, 2027, bargaining unit employees' hourly rate of pay will be increased by 2 %, effective on the first full pay period following ratification by the membership, approval by the Mayor, and signature by the parties

2.1.2 During fiscal year 2027, bargaining unit employees' hourly rate shall be increased by 1% contingent upon the determination that final general fund expenditures have not exceeded the Fiscal Year 2026 revised appropriation level of $874,624,100. If the requisite fund balance is met, the City will meet with

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Union at their request to utilize a portion of the 1% increase for bargaining unit members longevity pay.

2.1.3 As required by law and ordinance, all economic terms are subject to annual appropriation of the amounts set forth in the Agreement by the City Council, including but not limited to appropriation in the Budget Resolutions for the Fiscal Year in which an increase in compensation is set forth in this Agreement. There shall be no retroactive compensation benefit in this Agreement.

2.1.4 Pay Equity

The City and the Union (the Parties) desire to ensure that employees, including bargaining unit members, are compensated equitably for their work and have a process to recommend to the Chief Administrative Officer (CAO) changes in pay rates. The final decision to change pay rates, for the purpose set forth in this section, is with the CAO. If one or more bargaining unit employee(s) is paid less than one or more employee(s) who holds the same job title, the CAO may increase, but not decrease, the pay rate of the lesser paid employee(s) at the CAO's discretion. Failure to provide such an increase shall not be grievable, except as below.

When the Wage Review Committee makes a recommendation for a bargaining unit employee(s) to the CAO to increase the pay rate of one or more bargaining unit employee(s) the Wage Review Committee's recommendation, comparable employee information, and supporting documentation, excluding any privileged material, will be provided at the same time to the Local President and AFSCME Staff Representative by email. For ten (10) business days, the Local President or Staff Representative may provide written comments or a recommendation to the CAO or her designee regarding the recommended increase. After receiving the written comments or recommendation from the Local President and/or Staff Representative, or the expiration of the ten (10) business days, the CAO may decide in her discretion to implement or not implement a wage increase. The time limit herein for the Union to submit its comments may be extended by mutual agreement of the Parties.

If the Union does not offer written comments or a recommendation within the 10 business days, and the CAO accepts or denies the recommendation, the Union has waived its right to grieve. If the Union offers a written recommendation and the CAO accepts, the Union will not file a grievance. If the CAO does not increase any employee's pay, the Union will not file a grievance. If the CAO's decision differs from the Union's recommendation and results in an increase, the Union President or Staff Representative may grieve. If the CAO decides to increase the pay of some employees but not others in one decision, and the Union recommended an increase in pay for the employees that did not receive an increase in that decision, then the Union President or Staff Representative may grieve. The only grievance procedure applicable for this provision is FMCS arbitration. The Union will have thirty (30) days to make a request for a panel from FMCS. The Parties will share equally the costs of arbitration.

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This provision is not an admission that any law or policy has been violated. This provision does not change an employee's right, if any, to challenge a decision of the CAO in a lawsuit.

2.1.5 Bilingual Pay

2.1.5.1 Only those languages recognized by the City of Albuquerque Bilingual Pay Administrative Instruction shall qualify for Bilingual Pay.

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

2.1.5.3 A maximum of seventeen (17) applicants shall be tested. For employees who have not previously qualified, testing shall be conducted by December 31 every other year or more often should the need arise. Any proficiency concerns regarding a qualified employee will be brought to the attention of the Human Resources Department. The Human Resources Director or designee may require the employee to retest; an employee will not be required to retest within two years from the date of their last test. The City and the Union may mutually agree to increase the maximum number of applicants and/or increase the Bilingual Pay Differential.

2.1.5.4 An officer who passes the Bilingual test administered by the City's Human Resources Department shall receive the amount delineated in the Bilingual Pay Administrative Instruction per pay period. The test will be job related as determined by the City's Human Resources Department.

2.1.6 Employees permanently assigned to the Swing Shift will receive twenty cents (.20) per hour shift differential pay and thirty cents (.30) per hour shift differential pay for permanent assignment to Graveyard Shift.

2.1.6.1 Swing and Graveyard Shifts will be defined by each department.

## 2.2 Longevity Pay for Members

**2.2.1 Employees will receive longevity pay as follows:**

| **Period of Service** | **Pay Period** |
|---|---|
| 5 through 9 years of continuous service | $ 28.07 |
| 10 through 14 years of continuous service | $ 50.00 |
| 15 through 19 years of continuous service | $ 120.00 |
| 20 through 24 years of continuous service | $ 135.00 |
| 25+ years of continuous service | $ 155.00 |

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## 2.3 Overtime

The bargaining unit currently consists of all and only J12 Graded City employees (and may be amended by the parties by MOU). Separate seniority lists will be maintained for the following classifications: Security Officers, Animal Service Officers, and Parking Enforcement Officers. For each classification one overtime list will be maintained for Special Event (Journal Voucher (JV)) overtime and minimum staffing overtime. Employees will be offered voluntary overtime by seniority and mandatory overtime will be by reverse seniority.

2.3.1 The City shall prepare, maintain and post up-to-date voluntary lists by seniority order within each department within the bargaining unit. It will be the responsibility of each Employee to provide one phone number for the purposes of being contacted for overtime work. Employees may use cell phones for their point of contact.

2.3.2 Each Employee will be allowed to sign up for voluntary overtime during the regular shift bid. The voluntary overtime lists shall remain in effect until the next scheduled shift bid. Names shall not be added after the bid.

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

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

2.3.5 Employees may volunteer for any number of voluntary overtime assignments.

Each day's overtime assignments will be offered to those on the volunteer overtime list, by seniority, rotating daily. If no Employee on the voluntary overtime list is available, mandatory overtime may be required. Mandatory overtime will be assigned in reverse order of seniority from the master seniority list, rotating weekly, and two shifts may be assigned to each employee at the same time. If no employee volunteers for an overtime assignment, Management at their sole discretion may involuntarily mandate an employee work overtime or may choose to close the post for that shift. On a weekly basis, the Department shall send to the Union a list of all posts that were closed for the week and mandatory overtime was not required.

For each work week, if an employee volunteers for two overtime assignments, or is mandated two overtime assignments, or a combination, then the employee may not be assigned mandatory overtime for the remainder of the work week. If an employee cancels a voluntary assignment, then the employee is subject to mandatory overtime. If an assignment bridges a work week, it counts in the week in which the assignment started. An assignment may be JV and/or minimum staffing.

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, and a holdover of three (3) or more hours counts as an overtime assignment.

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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 section 2.3.5 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. Should such a circumstance arise, the City shall attempt to work an Officer no more than one of the two consecutive days off. 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. If an Officer has approved vacation adjoining her/his regular days off, then s/he shall not be ordered overtime for any of these days.

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

2.3.10 Captains, lieutenants, and sergeants shall be the only personnel authorized to order overtime. In case of an emergency, captains, lieutenants and sergeants may delegate responsibility for placing calls for overtime to Officers. However, the captains, lieutenants, and sergeants ordering the overtime shall be responsible for assuring compliance with the required contractual overtime procedure. Calls for overtime shall be placed from a secure area that is not open to residents or the public.

2.3.11 Officers who are within the top five (5) in seniority will be considered "protected employees." These employees shall not be mandated for Overtime. This right does not expire.

**MINIMUM STAFFING**

2.3.12 Employees who are off duty and called in for a minimum staffing overtime assignment receive a minimum of two (2) hours pay at the applicable rate. If overtime is to be worked on the same day as contacted, time shall commence two (2) hours prior to the start time of the assignment and shall comply with Section 2.3.12 of this Agreement. The City agrees to pay the assigned overtime employee two (2) hours of pay at the applicable rate: time and one-half (1.5X) for all hours worked in excess of forty (40) hours per week; straight time for all hours worked at

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forty (40) hours or less. For the purpose of computing overtime, paid leave will be considered time worked.

2.3.13 Employees assigned to a minimum staffing post may request a specific work assignment when working overtime. Management will attempt to accommodate these requests. Minimum staffing is defined as staffing all posts, areas, or assignments with the least number of officers to cover each shift.

2.3.13.1 When volunteering to a minimum staffing overtime assignment, 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 volunteering Officer requests for overtime. Bumping rights do not expire.

2.3.13.2 Officers who are within the top-fifteen (15) in seniority will be considered "protected employees." These employees shall not be displaced ("bumped") from their bid positions within General Services. This right does not expire.

2.3.14 An Employee who accepts voluntary minimum staffing overtime shall have the option of canceling such overtime eight (8) hours prior to the start of the overtime assignment except in an emergency situation. The City will have the ability to cancel minimum staffing overtime assignments for employees up to six (6) hours prior to the start of the overtime assignment pursuant to Section 2.3.14 of the CBA.

2.3.14.1 The City may cancel minimum staffing overtime at least six (6) hours prior to the start of an overtime assignment. Should the City cancel minimum staffing overtime assignments for employees at least six (6) hours prior to the start of the overtime assignment, the City will not compensate the affected employee(s).

2.3.14.2 If the City cancels a minimum staffing overtime assignment less than six (6) hours prior to the start of the scheduled overtime, the City agrees to pay the assigned overtime employee two (2) hours of pay at the applicable rate: time and one-half (1.5X) for all hours worked in excess of forty (40) hours per week; straight time for all hours worked at forty (40) hours or less. For the purpose of computing overtime, paid leave will be considered time worked.

2.3.14.3 An officer who is not able to work their voluntary minimum staffing overtime assignment shall cancel their assignment and communicate this action by phone call to the on-duty supervisor eight (8) hours prior to the start of the overtime assignment except in an emergency situation. Officers shall be limited to cancelling six (6) overtime assignments during each bid period. However, there shall be no cap on mandatory assignments. The City will have the ability to cancel minimum staffing overtime assignments for employees up to six (6) hours prior to the start of the overtime assignment pursuant to section 2.3.14 of the CBA.

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2.3.14.4 An Officer who is unable to work a mandated Minimum staffing Overtime assignment shall be responsible for finding a replacement Officer and communicating this action in writing via email or phone call for hard copy to the on-duty supervisor, with a copy to the Union President. The replacement officer shall be held accountable if the replacement officer fails to show up for the assignment. If the mandated officer cannot find a replacement officer to work the overtime assignment, except for purposes of emergency, they must work the overtime.

2.3.14.5 For purposes of this Article, an emergency situation is an unforeseen, sudden, and compelling circumstance beyond the Officer's reasonable control that makes the Officer unable to report for or remain on a mandated overtime assignment. Examples of emergencies include:

- A personal medical emergency requiring immediate treatment or hospitalization.
- A serious illness, injury, or medical emergency involving the Officer's spouse, child, parent, or other immediate family member requiring the Officer's immediate presence.
- The death of an immediate family member.
- A motor vehicle accident or other transportation emergency occurring while traveling to work that prevents the Officer from reporting.
- A natural disaster, evacuation order, or other government-declared emergency affecting the Officer's residence or immediate family.
- A court order or law enforcement action requiring the Officer's immediate appearance or compliance that could not reasonably have been anticipated.
- An unexpected failure of essential childcare or eldercare arrangements when no reasonable alternative is available despite the Officer's diligent efforts.
- Any other circumstance of similar severity that is beyond the Officer's control and is approved by the Director, Chief of Security or designee.

Secondary employment, scheduling conflicts, social events, or circumstances that could reasonably have been anticipated shall not constitute an emergency.

2.3.14.6 Officers who have not successfully completed their probationary period shall not be permitted to exercise bumping rights.

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2.3.14.7 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.

**JOURNAL VOUCHERS**

2.3.15 This policy is hereby implemented to establish the conditions under which Journal Voucher (JV) Overtime assignments will be offered to Officers.

2.3.15.1 The process for JV Overtime is in 2.3.5.

2.3.15.2 Officers shall be authorized to apply for and accept JV Overtime assignments for themselves only. An Officer may not apply for or accept a JV Overtime assignment for another Officer.

2.3.15.3 An Officer who is unable to work a scheduled JV Overtime assignment shall be responsible for finding a replacement Officer and communicating this action in writing via email for hard copy to the JV Overtime supervisor, with a copy to the Union President. Officers shall be limited to giving away six (6) Overtime assignments during each bid period. A secondary list containing names and contact numbers of officers wishing to have an opportunity to accept a JV assignment that had been previously assigned will be created and given to all officers covered by the agreement. The replacement officer shall be held accountable in accordance with § 2.3.14.7, below, if the overtime assignment is not fulfilled by either the officer or the replacement officer.

2.3.15.4 Parking Enforcement Officers will be called in seniority order to accept Journal Voucher (JV) Overtime assignments for UNM Football games and basketball games. Officers can give away up to five (5) overtimes per bid period. If the accepting officer cannot find a replacement officer to work the overtime, except for purposes of an emergency, he or she must work the overtime.

2.3.15.5 A Security Officer or Parking Enforcement Officer who does not comply with this Policy, written or verbal directives related to this Policy or the JV Overtime assigned duties as directed by the Security supervisor will be subject to the JV Overtime Suspension as set forth in §2.3.14.7 below.

2.3.15.6 While assigned to JV Overtime, an Officer's supervisor is a Sergeant or Lieutenant. The Officer will at all times work cooperatively with Vendor. In the event a conflict arises between the Officer and the Vendor, including Vendor requests and directives, the Officer will contact their supervisor, and the supervisor's decision controls. The supervisor will speak with the Vendor if the Officer requests.

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### 2.4 Compensatory Time

2.4.1 Employees who work mandatory overtime in excess of their normal forty hour work week may choose one and one-half time payment or one and one-half time compensatory time. The Employee must make this choice prior to the end of the pay period during which the overtime assignment was worked.

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

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

## 3. INSURANCE COVERAGE and BENEFITS

### 3.1 Premium Costs

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

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

### 3.2 Insurance Programs -

This section intentionally left blank

### 3.3 Continuation of Health Insurance -

This section intentionally left blank

## 4. RETIREMENT PLAN

### 4.1 NM Public Employees Retirement Association

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

4.1.2 The City will continue to pay 9.86% of the employees' PERA statutory contribution.

4.1.3 Should state legislation be enacted to allow for an increase in the formula for retirement when the increase in cost is to be borne completely by the employee, the parties will meet to negotiate an alternative means of implementation in compliance with P.E.R.A regulations and applicable law.

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### 4.2 Deferred Compensation Plans

4.2.1 The City agrees to continue to allow employees to participate in the Deferred Compensation Program as long as they are available. Details of this program will be available as currently provided.

## 5. VACATION LEAVE

### 5.1 Vacation Leave

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

5.1.1.1 This Subsection applies to bidded vacation only. Two weeks before vacation leave commences, an employee must have adequate time accrued for the entire block of vacation. If adequate time is not accrued then the block is void and the employee must work. Unpaid leave is available only by approval of the Department Director. The employee may request a shorter block of vacation.

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

During the bid, Employees will not be allowed to request more than twenty (20) vacation days per bid cycle. A maximum of four (4) Officers, not including the Union President during Union Time, will be allowed a slot per shift from the bid in seniority order; thereafter, each request shall be on a first-come, first-serve basis. Unless denied within thirty (30) days from the completion date of the bid, the bid vacation for the top two senior employees, to include the Union President, shall be deemed approved and the remaining bids denied.

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

5.1.4 Requests for vacation will be approved or denied within forty-eight (48) hours except for the months of October and April. When an employee requests vacation leave or sick leave, the employee must have adequate time accrued for the entire request. If adequate time is not accrued, then the request is automatically denied.

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Leave requests are not approved until the City consents to the request. The previous sentences do not apply to bidding.

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

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

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

5.1.8 An employee "taking leave" without following the applicable procedure (for instance 6.1.2 for sick leave), or with an insufficient balance will be initially coded absent without authorization, which is unpaid time, and is subject to discipline. The code may be changed, and discipline need not be imposed unless warranted. This section does not provide a basis to deny leave requests.

### 5.2 Vacation Leave Accrual Rates

5.2.1 An Employee shall accrue vacation as follows:

| 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 |

## 6. SICK/ ILLNESS LEAVE

### 6.1 Sick Leave

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

6.1.2 For sick leave, employees shall contact the designated point of contact at their earliest opportunity and not later than thirty (30) minutes before the schedule

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beginning of their workday or in the case of Employees assigned to shift work at entities that maintain twenty-four (24) hour operations, two (2) hours prior to the scheduled beginning of their workday. If the point of contact or designee is not available at the designated phone number, the Employee shall leave a message or text message in accordance with written instructions issued by the Department or Division. An employee does not need to call daily for blocks of approved leave. In the event the Employee is incapacitated, a family member may call in on behalf of the Employee. A sick leave request will normally be verbal but may be in writing if the Employee knows in advance of necessity for sick leave.

An employee "taking leave" without following the applicable procedure (for instance 6.1.4 for sick leave), or with an insufficient balance will be initially coded absent without authorization, which is unpaid time, and is subject to discipline. The code may be changed, and discipline need not be imposed unless warranted. This section does not provide a basis to deny leave requests.

6.1.3 Employees who have been absent from work for sick leave on at least three (3) occasions and have missed more than fifty-six (56) hours of personal absence sick leave during the preceding twelve (12) (rolling calendar year) months shall not be granted further personal absence sick leave until their utilization falls below this level. When an employee takes sick leave and provides documentation, then those hours of leave do not count toward the 56 hours. Doctor's certification will only be required after exceeding the fifty-six (56) hour rule or when a pattern of flagrant violations exists. Personal absence sick leave does not include sick leave taken for:

6.1.3.1 Emergency Leave;

6.1.3.2 Hospitalization, out-patient surgical procedure, or serious medical procedures;

6.1.3.3 Leave taken pursuant to the Family Medical Leave Act ("FMLA");

6.1.3.4 Leave taken as a reasonable accommodation pursuant to the American With Disabilities Act (ADA);

6.1.3.5 Serious illness as verified by a physician's statement;

6.1.3.6 Legal quarantine;

6.1.3.7 Childbirth.

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

6.1.4 For use of all forms of leave other than vacation, the City may require documentation of the basis for the leave used when the City has a verifiable basis to suspect that the Employee is utilizing the leave for purposes other than those authorized. As regards sick leave, documentation means information from a doctor of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) in the State in which the doctor practices or any other person

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determined to be capable of providing health care services under regulations promulgated under the FMLA of 1993, 29 U.S.C., Section 2601, et seq., as amended.

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

## 6.2 Sick Leave Conversion

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

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

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

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

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

6.2.2 Sick Leave Conversion at Retirement

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

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

6.2.3 Sick Leave Conversion at Termination –this section intentionally left blank

## 6.3 Sick Leave Death Benefit

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

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## 6.4 Donation of Sick/ Vacation Leave

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

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

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

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

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

## 6.5 Bereavement Leave

6.5.1 Employees are granted up to five (5) paid days leave for bereavement for a parent (biological or legal), child (biological or legal) or spouse (including domestic partner as defined by the City for employee benefits eligibility).

6.5.2 Employees are granted up to five (5) days emergency sick leave for bereavement for an aunt, uncle, brother, sister, grandparent, and grandchild (including linear ancestors or descendants of the employee), as well as father in-

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law, mother in-law, sister in-law, brother in-law, and any individual for whom the employee is a court appointed legal guardian.

,

## 6.6 Family and Medical Leave Act (FMLA)

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

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

## 6.7 Parental Leave

6.7.1 Eligibility:

1. An employee must have worked for the City a total of twelve (12) months (or fifty-two (52) weeks if the work is intermittent); and 2. Must have worked one thousand two hundred and fifty (1,250) hours in the twelve (12) months preceding the date the Parental Leave will begin. 3. FLSA-exempt employees who have worked full-time for twelve (12) months are presumed to meet the hourly requirement. Paid and unpaid absences used in the twelve (12) months preceding the date the FMLA leave will begin are not counted toward the one thousand two hundred and fifty (1,250) hour total.

6.7.2 Qualifying Event:

The Parental Leave Benefit begins with the following qualifying events:

1. On the date of the birth of the child; or 2. On the date of placement for adoption of a child age eighteen (18) years or younger; or

3. On the date of placement for foster care of a child (excluding the adopting of a stepchild or partner's child) age eighteen (18) years or younger.

6.7.3 Entitlement:

The City provides eligible employees with the following Parental Leave benefits:

1. The parental leave must run concurrently to the Family Medical Leave Act, ("FMLA"), if the employee is eligible for FMLA.

2. Up to twelve (12) standard work weeks of paid time off used within six (6) months of the qualifying event;

3. If both parents work at the City, each employee is entitled to twelve (12) weeks of parental leave;

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4. Employees receiving Parental Leave may not simultaneously receive sick or vacation time pay, however, will accrue sick and vacation time while on paid parental leave;

5. Approved parental leave must be taken in a continuous block of time unless an intermittent schedule has been pre-approved and pre-scheduled by the Department Director and the Human Resources Director. If approved, the intermittent schedule must be consistent and taken in increments of four (4) hours;

6. Employees may be eligible for other types of leave that occur prior to or after Parental Leave under other applicable administrative policies or contracts;

7. During the Parental Leave, medical coverage will continue to be available for the employee and any dependents under their current group insurance policy in existence at the time of leave. While on paid leave, the continued coverage will be provided on the same basis as available to the employee during the course of employment.

6.7.4 Procedures:

Employees must request Parental Leave and obtain approval:

1. An employee must give at least thirty (30) days written notice to Human Resources and his/her Department Director before leave starts. If thirty (30) days' notice is not possible, notice is expected as soon as practical. "As soon as practical" means at least verbal notice within two (2) business days of learning of the need for leave followed by written confirmation. If an employee fails to give thirty (30) days' notice for foreseeable leave with no reasonable excuse for the delay, the Human Resources Director (or Department Director, as applicable) or designee may delay the taking of Parental Leave until at least thirty (30) days after the date the employee provided notice based upon the business needs of the Department.

2. Request for leave must be submitted on a Parental Leave Request Form, concurrently with a Family Medical Leave Certification Form.

3. Any FMLA-qualifying absence will be designated as FMLA leave by the Human Resources Department and will be applied to the twelve (12) weeks paid leave entitlement, even if not requested by the employee.

4. The Human Resources Department will notify the employee within two (2) workdays, if feasible, of the approval or disapproval of their Parental Leave request.

5. The City may make a preliminary designation of leave as Parental Leave pending receipt of documented proof of event certification.

6. Where Parental Leave is foreseeable and thirty (30) days' notice has been provided, an employee must provide documented proof of qualifying event before

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leave begins. The employee is responsible for any expense connected with the supporting documentation to prove the event. Failure to provide the required documented proof of the event may result in a delay or denial of Parental Leave.

7. For birth or placement, documentary proof to support the date of the qualifying event must be received within 30 calendar days.

## 7. RECOGNIZED HOLIDAYS

### 7.1 Paid Holidays

7.1.1 Legal holiday: Legal holidays for the employees of this unit are as follows:

| | |
|---|---|
| New Year's Day | January 1st |
| Martin Luther King's Birthday | Third Monday in January |
| Presidents Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Indigenous People's Day | Second Monday in October |
| Veterans Day | November 11th |
| Thanksgiving Day | Fourth Thursday in November |
| The Day After Thanksgiving | Fourth Friday in November |
| Christmas Day | December 25th |
| Employee Birthday | Employee Date of Birth |

### 7.2 Holiday Pay

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

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

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

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## 8. MILITARY LEAVE

### 8.1 Members of Organized Reserve Units

The parties agree to the terms of the bargained Administrative Instruction as agreed to by the Parties on January 7, 2026.

## 9. OTHER LEAVE WITH PAY

### 9.1 Requests for Paid Leave

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

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

9.1.3 All requests for leave will be submitted for approval via Kronos any necessary documentation should be emailed to their supervisor. Employees desiring to be absent from duty before the necessary forms have been submitted and approved must request approval from the supervisors on duty within a reasonable time prior to the start of their shift.

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

### 9.2 Birthday Leave

This section intentionally left blank

### 9.3 Blood Donation Leave

This section intentionally left blank

### 9.4 Managerial Leave

This section intentionally left blank

### 9.5 Administrative Leave

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### 9.6 Hardship Leave

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### 9.7 Jury Duty

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### 9.8 Physical Examinations

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

### 9.9 Leave to Vote

9.9.1 Employees will have approved leave to vote as approved in City policy which may be amended during the duration of this contract. See 6.1.4 regarding documentation.

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

### 9.10 Definition for Leaves of Absence

This section intentionally left blank

## 10. LEAVE WITHOUT PAY/ LEAVES OF ABSENCE

### 10.1 Absence Without Authorized Leave

This section intentionally left blank

### 10.2 Leave Without Pay

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

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

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

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

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

10.2.6 Union officers may be granted time off from their normal duties without pay to attend conventions, conferences, seminars, steward trainings, and Union meetings. If such leave is approved, the Employee may utilize accumulated vacation time and/or compensatory time, or the available time from the sixteen (16) union time hours allotted to the Union President. If an employee(s) makes a request for leave ten (10) calendar days or more in advance, approval shall not be unreasonably denied. The City will not prorate, nor eliminate sick and vacation leave accruals for employees on approved paid leave for union activities.

### 10.3 Leave of Absence

This section intentionally left blank

## 11. WORK WEEK

### 11.1 Fair Labor Standards Act (FLSA) Non-Exempt Employees

11.1.1 An Employee's normal work week shall be forty (40) hours per week, being eight (8) consecutive hours per day, five (5) consecutive days; or, ten (10) consecutive hours per day, four (4) consecutive days. The Parties may agree to other shifts by MOU.

### 11.2 FLSA Exempt Employees

This section intentionally left blank

## 12. WORK HOURS

### 12.1 Work Hours, Scheduling

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

12.1.2 A meal period with pay of up to thirty (30) minutes shall be granted to Employees required to work more than two (2) hours beyond the regular shift. Should a disruption occur which requires the immediate attention of the Employee during the Employee's meal period, the Employee will respond to the disruption and shall later be allowed to resume the meal period. An Employee who is not

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provided the opportunity to take a thirty (30) minute meal period shall receive overtime pay for the thirty (30) minutes.

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

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

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

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

**12.2 Stand-By Time**

12.2.1 Employees who are required to carry a cell phone but are not otherwise restricted in their movements are “on call.” Employees who are notified to remain available by telephone for immediate response are “subject to call.” Employees who are required to remain at work site after their regular shift or who are called from off-duty status to report to work are “called to duty.” The City will call Animal Welfare Officers in seniority order to give them a choice of days each officer would prefer to be on call. Each Animal Welfare Officer shall have an equal opportunity for on call days. Stand-by times will be from 0200-0600. Animal Welfare Officers will not work more than sixteen (16) hours per each 24-hour period, excluding on call. Animal Welfare Officers can switch stand-by assignments with other officers in reference to shift exchanges in Section 15.2 Shift Exchanges.

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

12.2.3 Employees who are “called to duty” shall be compensated for time worked. Employees who are “called to duty” from off-duty status shall be compensated for one (1) hour travel time. Animal Welfare Officers who are stand-by status and are on-call between 2:00 a.m. and 6:00 a.m. shall be allowed to take home a City vehicle.

**12.3 Permanent Change in Work Hours**

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

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

**12.4 Other Work Hour Provisions**

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

## 13. WORK ASSIGNMENTS

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

**13.2 Light Duty/ Modified Work Assignments**

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

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

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

13.2.2 The City's Risk Management Division will approve Light Duty assignments for work related injuries, identified by the operational department and within that department's ordinary locations and tasks. The City cannot discriminate or retaliate for an employee's claim of injury. On a case-by-case bases, other posts may be mutually agreed to by the Director and the Union President.

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

**13.3 Dead Animal Pickup**

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

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

### 13.4 Minimum Manning

Minimum-manning staffing levels are subject to the LMRO Section 3-2-8.

13.4.1 The City will provide the Union with a staffing plan for City Security employees by work unit every six months, sixty (60) days prior to the semi-annual bid referenced in Section 15 of this Agreement. The staffing plan will be divided to include preferred daily operational manning and minimum manning.

13.4.2 The Union will have ten (10) Business Days (CBD) to provide input and comment to the Department Director or designee with regard to the staffing plan. Such commentary will be confined to terms and conditions of employment, such as officer safety, and shall not infringe upon those rights reserved to the City under Section 1.3 of this Agreement and Sections 3-2-5 and 3-2-8 of the City's Labor-Management Relations Ordinance. After considering this commentary, the Department Director or designee shall provide the Union with an updated minimum manning plan within ten (10) CBD.

13.4.3 The Union may appeal the Department Director or designee's decision to reject all or part of the Union's recommendations to the Chief Administrative Officer (CAO). The final decision as to whether to incorporate some or all of the Union's recommendation is with the CAO and such decision is not grievable.

13.4.5 Once the staffing plan is in place and the bid has been conducted, the City will not reduce the minimum manning numbers set forth in the City's plan for each Security work unit.

13.4.6 Section 13.4 and all subsections shall be read in conjunction with Section 2.3.

## 14. SENIORITY

### 14.1 Seniority Determination

For purposes of overtime in Section 2.3, seniority is defined as years of continuous service as a J12 employee so long as an employee remains in her job classification. If an employee voluntarily transfers to a new job classification, her years of continuous service resets to zero, but above probationary employees, except as in 14.1.1.2.

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

14.1.1.1 The length of continuous service with the City of Albuquerque as a full-time permanent Employee obtained in the Employee's present

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department. Continuous service shall not be interrupted if the Employee was on approved leave of absence.

14.1.1.2 Employees who voluntarily transfer out of the bargaining unit to accept other positions within City government may voluntarily return to their former position within thirty (30) days, if their former position remains open without any loss of seniority; the same terms apply with forty-five (45) days for a transfer within the bargaining unit to another classification.

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

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

## 15. BIDDING and VACANCIES

### 15.1 Shift Bidding

15.1.1 Bidding will be conducted in the month of April to take effect in May, and in October to take effect in November.

Employees within each classification will be allowed to bid in seniority order, semi-annually for, as applicable: facilities assignments, Security Officer duties, area and shift assignments, days off, voluntary overtime, vacation time, and upgrade. Parking Enforcement area assignments shall be rotated monthly by drawing lots. While every effort will be made to accommodate an Employee's choice of bid for facility assignment, or area assignment, the City has the right to temporarily or permanently reassign an Employee to a facility other than the one bid, within five (5) CBDs.

15.1.2 Each time an assignment becomes open, it will be filled by relief officers. The Parties may agree to use of relief officers until the next regular bid without precedent. Otherwise, when staffing levels equal what was present at the previous bid there will be a mini bid for the open assignment by seniority from the vacancy down until the bid is filled. Any complaint of preferential treatment will be addressed jointly by the City and Union President.

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

15.1.4 Local 1888 President may appoint up to two (2) Employees from within each department to assist in the development and administration of the bidding process. One (1) Employee will be paid by the department and one (1) Employee will be

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paid by Local 1888. The Union President will identify in writing to the department which Employee the Union will pay.

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

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

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

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

## 15.2 Shift Exchanges

15.2.1 Each department will implement a program providing for the exchange of shifts in the same work units. Employees of equal rank and like qualifications may exchange shifts by notifying, in advance of the work shift, the supervisor designated by the department. The Officer who accepts the responsibility of working another Officer's shift shall do so in writing. The trading of time on holidays shall be allowed. Any exchange of shift agreement shall normally be approved twenty-four (24) hours before the agreement is to be implemented. It is understood that this agreement is solely for trading of shifts and is not intended to change the work week cycle. Nor shall any Employee be removed from this program for any reason other than failing to report for a shift exchange. Employees failing to report for a shift exchange shall not be allowed to participate in the program for sixty (60) days. If the Employee fails for a second time, that Employee shall be excluded for six (6) months. A third failure excludes the Employee for one (1) year.

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

15.2.2.1 Vacation

15.2.2.2 Representing the department in Special Events

15.2.2.3 Emergency

15.2.2.4 Personal Leave

15.2.2.5 Union Business

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15.2.3 It is understood that the exchange of shift agreements requires approval of the supervisor designated by the department.

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

## 16. UNIFORMS, WORK DRESS

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

16.2 The City reserves the right to determine the uniform for Officers, subject to bargaining for safety concerns. Any change to the Uniform will be introduced with a six (6) month grace period for complete change over.

16.3 Bargaining Unit members will be permitted to wear the current Union pin on their lapel (left side), and commendation bar while on duty so long as the design are: mutually agreed upon and the emblem or insignia is not offensive, does not negatively reflect on the City or does not interfere with the City's operational responsibilities.

## 17. OCCUPATIONAL HEALTH and SAFETY

### 17.1 Safe and Healthy Working Conditions

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

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

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

17.1.2.1 Provide safe and healthy working conditions and practices.

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

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

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

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17.1.2.5 Comply with federal OSHA and all other applicable federal, state, local laws and regulations, and applicable City safety rules and regulations.

17.1.2.6 Provide Officers with adequate information on communicable diseases, infestations, and hazards to which Officers reasonably may be exposed in the course of duty.

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

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

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

17.1.4 Union-Management Safety/Security Committees.

17.1.4.1 It is the responsibility of all bargaining unit members, officials of the Union and managers to contribute to a healthful and safe working environment. A joint Union/Management Safety/Security Committee will be established to review safety issues and make recommendations for improvement to the Department Director.

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

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

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

17.1.4.5 Concerns regarding the effectiveness of Safety Committees may be addressed at the department level or through the Human Resources Department.

## 17.2 Ambulance Service

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

**17.3 Injury Time**

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

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

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

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

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

**17.4 Inoculation and Immunization**

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

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

**17.5 Significant Battery and Critical Event**

If an Officer is the victim of a Significant Battery, then the Officer shall have three days coded PLO, Paid Leave Other. A Significant Battery is a non-consensual touching or application of force to the Officer that inflicts or causes significant bodily harm or is performed with a deadly weapon causing significant bodily harm.

If an Officer eye witnesses a Critical Event or the outcome of a Critical Event, then with approval from anyone in the chain of command the Officer may take vacation leave for up to three days. Also, the Officer may self-refer to the Employee Assistance Program and if the EAP recommends other leave or assistance, the City will not unreasonably reject the recommendation. A Critical Event is events

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including but not limited to mass casualty, riots, and death (including suicide) or serious work injury of a work peer or a civilian encountered while on duty.

## 18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION

### 18.1 Orientation, In-Service Training and Education

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

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

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

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

18.1.5 Officers may be required to do a “walk through” of a location, or provide orientation or shadowing, without additional pay.

Officers may elect to complete programs or otherwise obtain certification required by the City or a third party to train other Officers. Examples include but are not limited to FTO and defensive tactics. When an Officer trains other Officers, as requested and in areas approved by the Department Director or Designee, the training Officer will receive a training differential of:

- For FTO: fifteen percent (15%) above the training Officer’s regular rate of pay for each hour of the actual training provided.
- For all other training: ten percent (10%) above the training Officer’s regular rate of pay for each hour of the actual training provided.

Criteria for eligibility to be a training Officer, and selection to be a training Officer, will be determined on the job performance, experience, qualifications and fitness. For selection, where all are equal, seniority shall be the deciding factor.

18.1.6 Officers will be required to undergo certification training in the use of all defensive weapons. Officers will be required to be exposed to any form of aerosol subject restraint that is issued by the City. The City shall submit to Officers exposed to an agent a letter of certification, and a copy shall be placed in the Officer’s file within the Central Human Resources Department. Officers will not be required to undergo live exposure for recertification after initial training with the City.

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### 18.2 Educational Leave

18.2.1 Educational Leave shall be granted in accordance with the City's Personnel Rules and Regulations.

## 19. POSITION DESCRIPTIONS and SPECIFICATIONS

### 19.1 Position Specifications

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

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

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

## 20. PROMOTIONAL PROCEDURES

### 20.1 Vacancies

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

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

20.1.3 The City and the Union will notify and encourage bargaining unit Employees to participate in Career Counseling Programs through the City's Employee Learning Center. The Union President will be given written notice of career counseling programs as they become available.

### 20.2 Temporary Upgrades

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

20.2.2 Bargaining unit Employees who are temporarily upgraded to supervisory positions are responsible for the documentation of Employee actions which could lead to disciplinary action but will not be required to initiate disciplinary action.

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Employee action which requires immediate disciplinary action will be initiated by the next level of management personnel on duty.

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

20.2.4 Temporary upgrades will be documented by the City.
20.2.5 Every six (6) months the Employer will post a sign-up sheet to allow the Employees to sign up to volunteer for temporary upgrades.

## 21. PERFORMANCE EVALUATIONS and APPRAISALS

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

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

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

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

## 22. PERSONNEL FILES and RECORDS

### 22.1 Employee Records

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

22.1.2 By arranging an appointment in advance, Employees shall be allowed to review the contents of their departmental personnel file during normal working hours (8:00 am to 5:00 pm). Reasonable requests for copies or documents in the file shall be honored and reasonable charges made for such copies.

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

22.1.4 Employees shall have the right to submit written responses to all derogatory documents placed in their Human Resources or departmental file within each department. Such written responses will be placed in the appropriate file. Departmental working files will be reviewed by employees upon request to their immediate supervisor at a time mutually agreeable to both parties. Departmental working files may be removed once a year by the Division Manager or Department Director. For the purpose of material to be placed in the employee's personnel file, documents will be presented to the employee and signed by management as to receipt of that document. This will signify that the employee has read and received a copy of that document.

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

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

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

22.1.8 When discipline is being considered for an employee, and the employee has not received any discipline for a period of two years before the date of the misconduct for which discipline is being proposed, then any written reprimand(s) issued more than two (2) years before the date of the alleged misconduct will not be considered in deciding the proposed discipline. Written reprimands issued more than two years before the date of the alleged misconduct may be considered if the employee has not been discipline free for two years. For suspensions issued more than two years before the date of the alleged misconduct, if the suspension was for conduct which constitutes a civil tort, such as sexual harassment or violence, then the suspension may be considered; suspension for conduct which does not constitute a civil tort shall not be considered. In addition, if the Union President and the Human Resources Manager over Employee Relations agree that the employee has a pattern of misconduct which appears to be "timed" or "spaced" to take advantage of this two-year term, then this two-year term does not apply.

## 23. CONDITIONS of EMPLOYMENT

### 23.1 Drug Testing

23.1.1 The City and the Union agree that establishing a drug free workplace is a priority that requires the cooperation of the parties. To that end, the parties will meet with the Substance Abuse Policy Review Board, Human Resources, Risk

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Management and the Legal Department to discuss problems and possible changes to the current testing procedures. The City will provide necessary training to employees regarding drug testing policies and procedures. The Union will be given the opportunity to provide input to improve the effectiveness of Employee training efforts.

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

## ***24. DISCIPLINE and INVESTIGATIONS***

### 24.1 Disciplinary Actions

In this Contract, City business days ("CBD") means Monday through Friday, excluding Holidays as recognized by the Chief Administrative Officer. Other than the unilateral extension for investigations, all the deadlines below may be extended by agreement of the Human Resources Manager and the AFSCME Staff Representative or Local President. The request will be sent to the Staff Representative and the Local President. The Local President or Staff Representative may respond. If AFSCME does not respond within 3 CBDs, then the City will automatically have an additional 5 CBDs extension. If the request is made before a deadline expires then AFSCME and the City may mutually agree on a time frame, and agreement will not be unreasonably denied. If the request is made after a deadline has expired, then the request may be denied by AFSCME. A request to extend time limits made by the Union will not be unreasonably denied.

The City will inform the Union if an employee is a target and is on FMLA leave, and the following will apply if circumstances warrant:

1) The City will send the Notice of Investigation or the notice of 45 day extension to the Union President and the Council 18 Representative (See 24.1.5.3 or 24.1.5.4).

2) Upon the employee's return, the City will have at least ten (10) CBD days to interview the target (See 24.1.4).

3) Upon the employee's return, the City will have at least three (3) CBD to issue the notice of the next steps.

Deadlines regarding an FMLA leave in Nos. 2 and 3 are measured from and including the first day the employee is actually at work.

When notifying of an extension of the investigation, or requesting agreement to an extension, a reason will be provided. These may include, but are not limited to, legitimate delays in the process. absent employee(s), employee conduct caused delay, investigations involving multiple employees, factual overlap with another investigation, involvement of third parties as witnesses or investigators, statutory claims such as Title VII, the volume of investigations in a Department, or an investigation involving violence, serious injury or fatality, or serious property damage.

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All notices to be provided to employees under Section 24 will be hand-delivered or emailed five (5) CBDs before the interview or hearing, if the employee is available or an email address is known. Otherwise, notices will be sent by certified mail to the last known address; and will be sent at least eight (8) CBDs before the interview or hearing.

24.1.1 A hearing shall be convened to allow the employee and the employee's representative the opportunity to explain the reasons for the employee's actions or lack of action which may result in disciplinary action other than an oral reprimand. No less than seventy-two (72) hours prior to the commencement of the pre-determination hearing, if requested in writing, all evidence to be introduced against the employee in support of the disciplinary action shall be disclosed to the Employee, including, but not limited to, written or recorded statement, documentation, reports and digital media. However, the City does not waive its right to redact portions of any documents produced where required to protect confidentiality, or as otherwise required by law. The City also does not waive its right to decline production of documents that are protected by privilege, or as otherwise required by law.

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

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

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

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

24.1.3.3 If the employer decides to conduct an investigation the employer shall submit a written notification of investigation to the effected employee no later than ten (10) business days after the employer knew or reasonably should have known of the act for which the investigation is being initiated.

If another act is discovered during a third-party investigation, the City knows of the act when informed during the debrief, but the Union may confirm the date of the debrief and argue that the City should have known of the act sooner based on knowledge of a supervisor. The City shall inform an employee if they are a target for discipline or a witness of the investigation. During the investigation phase, the City will provide a target with a summary of what occurred, and what City rule or policy may have been violated; such as "there was an accident on [date] at [location], and we are investigating whether you violated City rules regarding safe driving." A witness will be provided a summary of what occurred. The City's provision of this information does not limit the scope of the City's investigation, or

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the City's ability to ultimately allege different or additional violations in a Pre-Determination Notice or the investigation, or to begin a parallel investigation making a witness a subject. The union representative ("UR") will be provided a copy of the Notice of Investigation, by the City or employee, when requested. Should a witness (including the complaining party(ies)) become a target, the original investigation timeline shall be retained for the original act(s), and a new investigation timeline commences for the new target, unless the Union and City agree to broaden the initial investigation.

For the purposes of this section, the employer is defined as the department director or his or her designee. Any supervisor who knows or reasonably should have known of the act which is being investigated must immediately notify the department director.

24.1.4 For investigations initiated the following shall apply. An employee disciplinary investigation shall normally not exceed forty-five (45) calendar days from the date an employee receives a notice of investigation. If the City determines that the investigation needs to be extended beyond the forty-five (45) calendar day limitation, the City may unilaterally extend the investigation up to an additional forty-five (45) calendar days by submitting a written notice of extension to the employee no later than forty-five (45) days after the employee received the initial notice of investigation. The affected employee or the Union, if designated by the employee, may request periodic verbal status reports on the investigation from the human resources coordinator or the employee's division manager. The requests will be granted provided the supervisor shall not be required to provide information that might jeopardize the investigation process. Unless a mutual extension is agreed to by the Union and City after 90 days, the investigation will be considered complete. The City will inform target(s) and witnesses when an investigation is closed and no further action or discipline will be taken. The City will have 25 CBDs to issue a Pre-Determination Notice (PDH), if a PDH Notice is issued, from the date an employee is notified the investigation is complete but no later than the end of the investigation period (45 or 90 calendar days). The Pre-Determination Notice will include a term substantially similar to the following:

"Should the complaint be substantiated by the evidence, or if this Notice is not contested, then Management would propose a discipline of _____."This does not limit the employee's ability to submit a self-imposed discipline less than what was recommended. The City shall enter in the blank space the specific discipline contemplated. The City cannot generalize the discipline as "suspension," or "demotion," but the PDH notice shall specify one of the following:

Letter of Reprimand
Suspension of [number of days]
Demotion [to position
Termination

The discipline imposed, if any, after the PDH may be lower, but not higher than the discipline specified in the notice, unless new facts are discovered in the PDH, in which case the City may issue a new PDH notice.

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The City will have 25 CBDs to issue a Notice of Final Action measured from the Pre-Determination Hearing. Unless an extension is agreed to by the Union and the City or the substantiated conduct implicates Title VII of the Civil Rights Act or the New Mexico Human Rights Act, no discipline may be issued after any missed deadline.

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

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

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

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

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

## 24.2 Investigations

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

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

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

## 24.3 City Operator Permit - COP

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

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24.3.1.1 Does the employee's job description require a driver's license?
24.3.1.2 Has the department required the employee to drive during the past year? If so, how often?
24.3.1.3 How will the employee's restrictions from driving impact the productivity of the department?
24.3.1.4 How will the department be impacted if the employee cannot drive for a period of one (1) year?
24.3.1.5 Can the essential functions of the employee's position be performed by the employee without a COP? Why or why not?
24.3.1.6 If the answer to (e) above is "no," can a modification be made to the employee's position for the employee to retain the employee's current employment status within the department?
24.3.1.7 Can the employee be reassigned to other duties (i.e., through voluntary demotion, transfer, etc.) within the department to lessen the impact on the department?

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

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

24.3.4 If the City suspends or revokes and employee's COP, and the City requires the employee to drive to perform the employee's job duties, the City will provide the employee an option of entering into counseling with a return to work agreement in lieu of application of the City's COP policy for a first conviction involving driving under the influence off duty or loss of license for other reasons. Accommodations in the return to work agreement will include assignment to non-driving duties with a corresponding loss in pay for a period of one (1) year or less, provided the employee's required license will be reinstated within one (1) year. All actions by the City providing employees an opportunity to maintain employment under this article shall not be subject to grievance or appeal.

## 24.4 Sleep Apnea

The City agrees that the risk factors for obstructive sleep apnea in guideline 5 of page 8 of the Expert Panel Recommendations of January 14, 2008, to the FMCSA will not be utilized for purposes of renewing a City medical card for the City COP, including directing the City's Employee Health Provider (currently Concentra) if necessary. The City will pay for the cost of an at-home sleep apnea test, or the co-pay for the cost of an in-lab test. The cost of sleep apnea treatment will be subject to the City's health insurance; but the City agrees it will investigate the possibility of assisting with the purchase of machines for the treatment of sleep apnea. The City agrees that an employee may obtain a second opinion about screening for, testing of, and treatment of sleep apnea, at the employee's expense; and the Union agrees that the City may reject a second opinion for legitimate medical reasons. A non-probationary employee who takes a sleep apnea test will receive a one-hundred and eighty (180) calendar day temporary COP. The Union agrees that the

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City has a legitimate interest in screening, testing, and treatment of sleep apnea for the safety and wellness of its employees and the public; and that the City may develop its policies and procedures to do so consistent with the agreements above.

**24.5 Process For DUI**

24.5.1 These terms apply to only arrests for a first DUI, not on work or on City time. These terms supplement the COP policy regarding DUIs and administrative processes regarding NM Driver's License. This process is separate from any terms or provisions of the Substance Abuse Program. A second arrest for DUI results in the end of employment. A plea of guilty or nolo contendere or a finding or entry of guilt for a first or subsequent DUI results in the end of employment.

24.5.2 Deadlines below starts on day of arrest. Employees are to report any arrest for DUI.

24.5.3 City issues notice within 5 CBD; notice includes: self-refer to SAP within 7 calendar days; notice of temporary assignment; notice of PDH to occur 5 CBDs or more from notice. Proposed discipline will be 5 work day suspension without pay.

24.5.4 If PDH determines DUI arrest occurred, discipline is 5 work days (or equivalent days to 40 hours) suspension without pay. PDH outcome may not be grieved. If the PDH determines no arrest occurred, then the employee is made whole.

24.5.5 The employee will be placed in a temporary assignment for 90 calendar days, but the terms of compensation will be the same as the original position.

24.5.6 If the employee clears criminal charges and has an unrestricted New Mexico driver's license of the appropriate class on or within 90 calendar days, then the employee returns to the original position and continues in SAP if applicable. If not, then the employee may elect to use sick leave, or vacation leave, or both for 91 to 180 days (480 hours max) from the arrest. These employees are not eligible for donated leave.

24.5.7 After exhausting any leave the employee chooses to use or after 180 days from arrest, the employee will be on leave without pay under City Rules and Regulations 402.5(B) from 181 days to 375 days, except the employee will not be required to exhaust any more sick/vacation accruals under R&R 402.5(B).

24.5.8 The City may advertise the original position starting at 91 days, and may fill position starting at 151 days.

24.5.9 On or within 375 days, the employee must be cleared of criminal charges and have an unrestricted New Mexico driver's license of the appropriate class; if not, then employment ends. If the employee meets the terms, then:

> 24.5.9.1 The employee will, if the original position is still open, be offered the original position.

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24.5.9.2 If the original position is not open, then employee will be offered a position in same job grade; an open position or a position which opens.

24.5.9.3 If an employee rejects an offer of the original position or a position in the same job grade, then employment ends.

24.5.9.4 If employee returns to a position, the employee will continue in SAP if applicable. The employee will not be made whole, but the employee will have the same City seniority date. The department, division and classification seniority date will be the same if the employee returns to the original position; or new dates if the employee returns to a different position.

## 25. GRIEVANCE and APPEAL PROCEDURES

### 25.1 Grievance Procedures

25.1.1 Subject to the election in 25.1.5 and 25.1.8, nothing in this Agreement shall prevent any employee from instituting or pursuing any grievance of a letter of reprimand on the employee's own behalf or with the assistance of the Union, in accordance with the provisions of the Merit System Ordinance. Employees may use the City's Merits Ordinance § 3-1-24 Grievance Resolution Procedures; employees may also use Ordinance § 3-1-25 Appeal from Suspensions, Demotion and Discharge and Appeal.

25.1.1.1 In a notice of final action, if the City decides to impose discipline that is held in abeyance, then the discipline must be wholly held in abeyance and shall consist of the following:

1. The discipline imposed and held entirely in abeyance for past acts.
2. The period of time measured from the abeyance during which the employee must refrain from any similar acts in order to void the discipline held in abeyance.
3. The specified progressive discipline which will be imposed in the event the employee allegedly commits a similar act during the abeyance period.
    a. For example, "The employee's two (2) day suspension is held in abeyance for three (3) months, and if she commits a similar act during that time, the suspension will be three (3) days.
4. During the abeyance period the employee and the Union agree not to file any action. If the specified progressive discipline is imposed, an action may be filed consistent with the election in Article 25.1.5 and 25.1.8, which contest the specified progressive discipline and all previously alleged acts.

At any time, the parties may jointly settle any discipline imposed in a notice of final action.

25.1.2 The aggrieved employee may have representation at any time or step in the grievance/arbitration procedure. If an employee institutes a grievance under the

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provisions of Section 3-1-24 of the Merit System Ordinance in effect on the employee's own behalf, in accordance with this Section, the employee's representative will comply with the provisions of Administrative Instruction 1-11, as currently in effect, governing the Grievance Committee Process.

25.1.3 As a condition of employment, employees are required to appear as witnesses in grievance/arbitration hearings when requested by the aggrieved employee or by the City. Five (5) City Business Days before a hearing, or as required by a forum's rules or scheduling order if longer where applicable, a grievant, or the Union, or both will inform one Human Resources Coordinator(s) in each Department(s) of current City employees of those current City employees who are called as witness(es) by the grievant/union, along with the date, time and place of the hearing. The City will require the witnesses to appear, and require the witnesses to request leave as "PLO" and specify that the reason is to be a witness. The request for leave will be granted. A grievant may also use any service of process which a proceeding allows. An employee called as a witness during working hours shall be paid at the employee's regular rate. The employee will be required to return to work when the employee is no longer needed as a witness.

25.1.4 Employees called as witnesses during time off shall be paid for the time spent at the hearing. This time is considered time worked for the purpose of computing overtime compensation.

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

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

25.1.7 An officer or a steward will be allowed reasonable time off with pay to represent an employee during an arbitration, grievance or pre-determination

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hearing. The President/designee will be granted access to work sites to conduct inspections for the arbitration process. The parties agree that such access shall not disrupt the work place. Prior to access of the work site, notification will be given to the appropriate City official. Management may require that the Union President/designee be escorted while on the work site.

25.1.8 The parties will use either the Labor Board or binding arbitration, but not both, for resolution of alleged contract violations or other written agreements, and all disciplinary related grievances, except as set forth in Subsection 25.1.1 above. The Parties agree that even after a claim is filed in Arbitration, the Personnel Board, or the Labor Board, the Chief Administrative Officer and relevant Director (or any designee in the Department or Human Resources) maintain authority to resolve the dispute. For purposes of this subsection, disciplinary related grievances shall be limited to the following:

25.1.8.1 Suspension

25.1.8.2 Demotion

25.1.8.3 Terminations

25.1.9 The City and the Union agree that certain provisions of the Public Employee Bargaining Act are incorporated into this Agreement, and are in Appendix A. A dispute about those provisions is subject to this Grievance process or may be the subject of a Board Charge, but the Parties agree that any dispute will be brought in only one proceeding, not both.

**25.2 Grievance Steps and Arbitration Procedures**

25.2.1. Step I: Within fourteen (14) calendar days of an alleged contract violation, violation of other written agreements, or imposition of a disciplinary action, the Union must submit a notice of grievance or violation to the Department Director, with a copy to the Human Resources Department. Such notice shall be as clear and concise as possible, based on information made available to the Union. The Department Director or designee shall schedule a meeting and meet with the grieving employee, the Union, and appropriate supervisory staff no later than fourteen (14) calendar days after the date the Department Director receives the appeal, but the failure to hold this meeting does not void, or grant, the grievance. The Department Director shall have fifteen (15) City Business Days from the date of the notification to respond in writing to the Union as to the disposition of the Step I grievance. If the Union is dissatisfied with the response, the Union may request arbitration. These deadlines may be extended by mutual agreement.

25.2.2 Step II: Within ten (10) City Business Days of the completion of Step 1, the Director of the Human Resources Department or designee shall meet with the Union President or designee and attempt to resolve any grievance issue. It is recognized that the Director and President have the authority to settle disputes.

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

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

25.2.4 Discovery request made by the union shall be submitted to the union within fifteen (15) City Business Days at no cost. The Union will respond to discovery from the City at least ten (10) City Business Days before the applicable hearing, at no cost.

25.2.5 Time Limits

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

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

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

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

25.2.6 Selection of Arbitrator

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

25.2.7 Disciplinary Arbitration Procedures

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

25.2.7.2 Issues of grievability shall be decided by the arbitrator.

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

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

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

25.2.7.6 In researching a decision, the arbitrator may consider the Human Resources Ordinance, the Merit System Ordinance, Personnel Regulations, Administrative Instructions, a collective bargaining agreement in effect at the time of discipline, contract violations, evidence and testimony relevant to jurisdiction and any valid City policy.

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

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

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

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

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

25.2.8 General Provisions

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

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

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

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

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

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

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

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

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

25.2.9 Within sixty (60) days following a determination by the Labor Board that a grievance is facially valid, the filing party shall submit a proposed scheduling order to the Labor Board.

In the event the filing party fails to comply with this requirement, any remedy awarded by the Labor Board including, but not limited to, back pay and benefits shall be limited to the following periods: (1) from the date the violation occurred through the date of the Labor Board's determination of facial validity, and; (2) from the date a scheduling order is ultimately submitted through the date of the final decision.

## 26. EMPLOYEE REIMBURSEMENTS

### 26.1 Per Diem and Mileage Reimbursements

This section intentionally left blank

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## 26.2 Other Employee Reimbursements

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

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

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## 27. EMPLOYEE LIABILITY COVERAGE

### 27.1 Legal Protection/ Civil Actions

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

### 27.2 Legal Protection/ Criminal Actions

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

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

### 27.3 Employee Liability Coverage/ General Provisions

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

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

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

## 28. EMPLOYEE ASSISTANCE PROGRAMS

### 28.1 Employee Assistance Program

This section intentionally left blank

### 28.2 Critical Incident Stress Debriefing

28.2.1 Employees who, during the performance of their duties, are seized, detained by force, threatened or are victims of significant battery will be referred to the Employee Assistance Program for evaluation to determine if the Employee can perform the essential functions of the job. If determined that the employee cannot return to duty, the Employee will remain on injury time until the employee has been released to return to duty. It is the intent of this section to ensure adequate care and treatment as well as uninterrupted pay for Employees involved in work related injuries.

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

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

### 28.3 Burial and Funeral Expenses

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

## 29. EMPLOYEE VEHICLE USAGE

This section intentionally left blank

## 30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION

This section intentionally left blank

## 31. FIREARMS

### 31.1 Firearms Operating Procedures

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

### 31.2 Firearms Qualification

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

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

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

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## 32. CITY PROVIDED EQUIPMENT and TOOLS

### 32.1 Storage of City Equipment

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

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

### 32.2 Clothing Allowance

32.2.1 Thirty (30) calendar days prior to each fiscal year, each employee shall elect to receive a clothing allowance under Section 32.2.2 or Section 32.2.3. If an employee does not make a selection, the employee shall be subject to Section 32.2.2. In addition, during Fiscal Year 24, bargaining unit employees will each receive $200 from the MSD, and during Fiscal Years 25 and 26 will each receive $100.

32.2.2 Each Employee shall receive a clothing and personal properties allowance of eight hundred dollars ($800.00) per year to be paid at the rate of fifty dollars ($66.66) per month on the first payday of each month. Payments may be prorated on a pay period basis, twenty-six (26) equal payments per year. Employees electing this option are expected to use this income to meet the City's Uniform Policy.

If a supervisor finds an Employee fails to meet the policy for items the employee must purchase, plus optional items as identified in the Policy, the supervisor shall issue to the Employee a written statement as to how the Employee has failed to meet the policy and shall send the Employee home without pay until the Employee meets the Policy. If an Employee is sent home without pay three (3) times within two (2) fiscal years, then the Employee will be moved to the vendor system. Being sent home without pay is grievable up to Step II, but transfer to the vendor system is not. If an employee involuntarily transfers to the vendor system and does not violate the Policy for three years, then the employee will be returned to the take-home pay system upon request.

32.2.3. The City will maintain a process with a vendor where each employee will receive a credit of $800.00 at or about the first business day of each fiscal year. Employees will be responsible to purchase from the vendor clothing and personal properties. If an employee exhausts the annual credit, the employee must use other funds to comply with the Uniform Policy.

32.3 The City shall provide equipment to employees as set forth in the Uniform Policy. Employees are responsible to care for City equipment, and to return the equipment in the event that employment ends. Excluding City vehicles, employees are responsible for issued equipment lost or rendered unserviceable beyond that occasioned by malfunction or ordinary wear and tear. The employee may be

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required to pay for the same at replacement cost up to $500 and the Parties agree that as to all employees in the bargaining unit this 32.3 is an agreement to payroll deductions by the employee and employer under Section 50-4-2(B), New Mexico statutes. The employees are not responsible to pay for equipment stolen or damaged in the performance of duties provided they exercised due care to protect the equipment from loss or damage. . When any items are stolen, the Officer will ensure a police report is filed in the appropriate jurisdiction, and will notify the on-duty supervisor immediately. Coaching, or discipline which may include replacement cost may be imposed. Specific to this subsection, and if discipline is sustained, the Union agrees that employee agreement for garnishment of wages is provided through this contract.

32.4 During the period an employee has possession of a City vehicle, whether in active operation by the employee or not, the employee must appear before the City's Accident Review Board when: an accident involving a City vehicle occurs; or, a City vehicle has damage or possible damage. If the Review Board finds an employee had three preventable accidents within one year, the City may remove an employee from driving City vehicles for three years.

## 33. EMPLOYEE INCENTIVE PROGRAMS

### 33.1 Employee Recognition Program

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

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

### 33.2 Sick Leave Incentive Program

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

## 34. EMPLOYEE PAYROLL DEDUCTIONS

This section intentionally left blank

## 35. LAYOFF/ REDUCTION IN FORCE and RECALL

### 35.1 Layoff and Reduction in Force Procedures

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

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

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

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

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

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

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

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

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

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

## ***36. RESIGNATION and RETIREMENT***

### 36.1 Resignation

This section intentionally left blank

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### 36.2 Retirement

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

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

## 37. INTENTIONALLY LEFT BLANK

## 38. PRIVATIZATION and CONTRACTING OUT

### 38.1 Contracting for Services

38.1.1 The City agrees that prior to contracting or sub-contracting out bargaining unit work that the City shall use the provisions of this Agreement to meet minimum manning requirements. If the City determines that all requirements have been met and requires more staffing, the City will formally and in writing notify the Union. The Parties will meet and confer informally.

## *39. STRIKES and LOCKOUTS*

This section intentionally left blank

## 40. GENERAL ADMINISTRATIVE PROVISIONS

### 40.1 Non-Discrimination

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

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

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

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## 40.2 Memoranda of Understanding (MOU)

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

## 40.3 Complete Agreement /Zipper Clause

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

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

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

## 40.4 Savings Clause

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

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

## 40.5 Term of Agreement

40.5.1 This agreement is effective on the first full pay period following ratification and signature by the parties and shall remain in full force and effect through June 30, 2027. At any time, the Parties may negotiate any Article or issue by mutual agreement, or include any intra-contract MOUs into the Contract.

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# APPENDIX A

## Collective Bargaining Agreement between City of Albuquerque and AFSCME Local 1888

*The following terms from the Public Employee Bargaining Act are incorporated into the CBA:*

The City shall provide the Union reasonable access to employees within the bargaining unit, including the following for purposes of employees in the bargaining unit, reasonable access includes:

(a) the right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and

(b) the right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.

(c) the right to meet with new employees within thirty days from the date of hire for a period of at least thirty minutes but not more than one hundred twenty minutes, during new employee orientation.

If the City has the information in the employer's records, the City shall provide to the Union, in an editable digital file format agreed to by the Union, the following information for each employee the bargaining unit:

(1) the employee's name and date of hire;

(2) contact information, including:

(a) cellular, home and work telephone numbers;

(b) a means of electronic communication, including work and personal electronic mail addresses; and

(c) home address or personal mailing address; and

(3) employment information, including the employee's job title, salary and work site location.

The City shall provide the information to the Union within ten days from the date of hire for newly hired employees within the bargaining unit, and every one hundred twenty days for employees in the bargaining unit who are not newly hired employees.

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The Union shall have the right to use the electronic mail systems or other similar communication systems of the City to communicate with the employees in the bargaining unit regarding:

(1) collective bargaining, including the administration of collective bargaining agreements;

(2) the investigation of grievances or other disputes relating to employment relations; and

(3) matters involving the governance or business of the labor organization.

Except for retirement programs provided pursuant to the Public Employees Retirement Act or the Educational Retirement Act, public employers and exclusive representatives:

shall enter into written collective bargaining agreements covering employment relations. Entering into a collective bargaining agreement shall not obviate the duty to bargain in good faith during the term of the collective bargaining agreement regarding changes to wages, hours and all other terms and conditions of employment, unless it can be demonstrated that the parties clearly and unmistakably waived the right to bargain regarding those subjects. However, no party may be required, by this provision, to renegotiate the existing terms of collective bargaining agreements already in place.

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## SIGNATURES

IN WITNESS WHEREOF, the parties have signed their names and affixed the signatures of their authorized representatives on this 29th day of September 2026.

CITY OF ALBUQUERQUE

Signed by:
Tim Keller
28F5CE1BCEA580A...

Timothy M. Keller, Mayor
City of Albuquerque

AFSCME Local 1888

Signed by:
8F61A38B8933487...

Chris Allen, President
AFSCME Local 1888

Form Reviewed by Legal Department

Signed by:
Joshua Boone
7EE1C4F1C83A44C...

Joshua Boone
City Attorney

Signed by:
5D5A9F709F674F8...

Chris Peck
Acting City Clerk