

**THE CITY OF ALBUQUERQUE**  
**and**  
**ALBUQUERQUE CLERICAL and TECHNICAL EMPLOYEES**

**Affiliated with the American Federation  
Of State, County, and Municipal Employees  
(AFSCME, LOCAL 2962, AFL-CIO, CLC)**

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

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1 **AGREEMENT**

2 0. RECITALS

3  
4 **0.1 Preamble**

5  
6 0.1.1 The parties agree that their respective policies will not violate the rights of any  
7 employee covered by this Agreement because of race, age, sex, creed, color, national  
8 origin, union, or non-union affiliation. Neither party will tolerate sexual harassment. The  
9 parties further agree that they will comply with the Americans with Disabilities Act, the  
10 City of Albuquerque Administrative Instruction 7-18 and the Personnel Rules and  
11 Regulations.  
12

13 0.1.2 The general purpose of this Agreement is to provide for orderly and constructive  
14 employee relations in the public interest, and in the interest of all employees herein  
15 covered, and in the interest of the City, to maintain harmony, cooperation, and  
16 understanding between the Employer and the employees in the Unit; and to afford  
17 protection of the rights and privileges of all employees in the Unit and the Employer; and  
18 to insure the continued delivery of services to the citizens of Albuquerque.  
19

20 0.1.3 The City, the Union, and its members agree that every effort will be made to  
21 administer and abide by this Agreement in accordance with the true intent of its terms  
22 and provisions to the end of maintaining sound labor management relations.  
23

24 0.1.4 The Union shall not file a grievance or entertain a grievance filed that only cites  
25 paragraphs 0.1.2 and/or 0.1.3 of this section in the grievance.  
26

27 **0.2 Authority**

28  
29 0.2.1 This Agreement has been made and entered into between the CITY OF  
30 ALBUQUERQUE (hereinafter referred to as the "Employer" or the "City") and AFSCME  
31 LOCAL 2962, the ALBUQUERQUE CLERICAL AND TECHNICAL EMPLOYEES,  
32 (hereinafter referred to as the "Union").  
33

34 **0.3 Scope of Agreement**

35  
36 0.3.1 This Agreement relates to the employees of the City in the designated collective  
37 bargaining unit. The parties do hereby acknowledge that this Agreement represents an  
38 amicable understanding reached by both parties as the result of negotiations of the  
39 parties as provided in the City of Albuquerque Labor- Management Relations Ordinance  
40 or as amended.  
41

42 0.3.2 This Agreement replaces in its entirety any and all previous Agreements and  
43 represents the only Agreement of the parties hereto. Neither party has an obligation to  
44 open negotiations prior to 60 days before the expiration of this Agreement on any issue  
45 that is incorporated into this Agreement or is not addressed by this Agreement.  
46 However, by mutual Agreement, the parties may open negotiations at any time.  
47

48 0.3.3 Under normal circumstances, the Union will be given prior notice of proposed  
49 changes in the City or department wide written policies that directly affect bargaining unit

1 employees' working conditions. The Union will be given no less than 5 (five) working  
2 days from the time of notice to provide input. This input period may or may not delay  
3 implementation, but may require revision or cancellation of the originally proposed  
4 policy. The parties may agree to extend time limits by mutual consent. This commitment  
5 shall not be interpreted in a manner that limits the City's responsibility to meet and  
6 confer in good faith with the Union prior to implementing any change in terms or  
7 conditions of employment.  
8

9 0.3.4 The Union will provide input through the Office of Human Resources or  
10 Department on changes to policies, rules, and handbooks.

## 11 **0.4 Recognition**

12  
13  
14 0.4.1 The City recognizes the Union as the sole and exclusive bargaining representative  
15 in all matters pertaining to wages and salaries, hours, working conditions, and all terms  
16 and conditions of employment for employees in the Unit described in this "Agreement".  
17 The City recognizes the Union as the exclusive bargaining agent for all permanent,  
18 non-probationary, full- time and part-time C-Series employees pursuant to the  
19 Labor- Management Relations Ordinance.  
20

21 0.4.2 The City agrees to identify the confidential positions in the C-Series and exclude  
22 those positions from the C-Series.  
23

24 0.4.3 This Agreement will take precedence over any conflicts with the Merit System  
25 Ordinance, the Albuquerque Police Department Standard Operating Procedures, Fire  
26 Department Operating Procedures (SOP), or Personnel Rules and Regulations except  
27 those provisions protected by the Labor-Management Relations Ordinance. It is  
28 understood that this Agreement does not supersede the City of Albuquerque Labor-  
29 Management Relations Ordinance and that the -Management Relations Ordinance  
30 controls where a conflict exists.  
31

32 0.4.4 All benefits to permanent part-time non-probationary employees will be on a  
33 prorated basis.

## 34 1. GENERAL LABOR/ MANAGEMENT PROVISIONS

### 35 **1.1 Fair Share/ Agency Fee**

36  
37 **This section intentionally left blank**  
38

### 39 **1.2 Dues Checkoff**

40  
41 1.2.1 During the life of this Agreement and upon receipt of a voluntary authorization for  
42 dues deduction card, the City will deduct from the pay of each employee who has  
43 executed an authorization card, membership dues levied by the Union in accordance  
44 with its constitution and by-laws.  
45

46 1.2.2 Employees promoted to a position outside the bargaining unit will be automatically  
47 withdrawn from Union membership by Personnel Action Form, P-I, processed by the  
48 City.  
49

1 1.2.3 Employees wishing to terminate dues deduction may do so during the first week of  
2 January and July. The Union will provide dues deduction and termination cards.  
3 Termination cards must be signed by the Union President or designated local officer,  
4 then forwarded to payroll for processing within one (1) workweek of receipt.  
5

6 1.2.4 The City agrees to forward to the Local Union all dues withheld pursuant to valid  
7 authorization cards. The Local Union shall designate in writing to the City where the  
8 dues shall be sent.  
9

10 1.2.5 The City agrees that the City Payroll Division will process the voluntary  
11 authorization for dues deduction cards by current pay period, and will notify Local Union  
12 2962 of the new member status on the bi-weekly membership roster.  
13

14 1.2.6 The Union shall indemnify, defend and save the City harmless against any and all  
15 claims, demands, suits or other forms of liability that shall arise out of or as a result of  
16 any conduct taken by the City for the purpose of complying with this section.  
17

### 18 **1.3 Union Rights**

19

20 1.3.1 The employer agrees that Union Officers, staff representatives, and stewards shall  
21 have reasonable access to the premises of the Employer after giving appropriate notice  
22 and obtaining approval from management in charge of the specific work area. Such  
23 visitations shall be for the purpose of administering this Agreement. The Union agrees  
24 that such activities shall not interfere with the operational requirements of the Employer.  
25 The Employer will designate a meeting place or will provide a representative to  
26 accompany Union officials where significant security requirements exist. Union staff  
27 representatives or local Union representatives may request meetings as needed to  
28 prevent, clarify or resolve a problem.  
29

30 1.3.2 The City of Albuquerque (City) and the AFSCME Locals 624 Blue, 624 Transit,  
31 1888, and 2962 (Union) (collectively hereinafter referred to as "the Parties") agree to  
32 exercise their rights to proceed to final and binding arbitration as per the City's  
33 Labor-Management Relations Ordinance (LMRO) Section 3-2-14 et seq. The issue  
34 presented to the arbitrator shall be a single issue, specifically article subsection 1.3.2  
35 (Union Time) from all bargaining units identified above. The condition for proceeding to  
36 arbitration is all unresolved issues subject to negotiation must be tentatively agreed to by  
37 August 8, 2016. The Parties agree to implement all tentative agreements reached by the  
38 Parties during negotiation with the understanding that the Parties will submit Article 1.3.2  
39 to final and binding Arbitration. The terms of Article 1.3.2 shall remain the status quo  
40 until the Parties receive the arbitrator's decision. If the Parties reach agreement on all  
41 issues subject to negotiations (except for subsection 1.3.2) by August 8, 2016, the  
42 Parties by August 8, 2016, shall request a panel of Arbitrators from the Federal  
43 Mediation and Conciliation Services (FMCS) and shall strike for an arbitrator by close of  
44 business August 12, 2016. The Parties acknowledge that the arbitrator's decision is final  
45 and binding. The Parties agree to conduct the arbitration subject to the New Mexico  
46 Uniform Arbitration Act. The Parties will select the earliest available date identified by the  
47 arbitrator or an available date no later than January 1, 2017, or an available date  
48 mutually agreed to by the Parties.  
49

1 1.3.3 Local Union officers and stewards may be allowed sufficient time off without pay  
2 for legitimate Union business such as Union membership meetings, conventions,  
3 conferences, workshops, etc. Upon approval, the employees shall have the option of  
4 utilizing any accumulated vacation time in lieu of taking such leave without pay. Such  
5 approval shall not be unreasonably withheld, nor shall it be considered unreasonable for  
6 management to deny such approval when in the opinion of management, production  
7 or staffing requirements are affected by such absence.  
8

9 1.3.4 The City may provide up to a one-year leave of absence for the purpose of  
10 performing Union related duties on a full-time basis  
11

12 1.3.5 Any representation other than those rights set forth above in this section by City  
13 employees other than the designated representatives is to be performed during non-duty  
14 hours or while on vacation time. Any request for vacation time under this section must be  
15 approved in advance in accordance with City and department policies and procedures.  
16

17 1.3.6 A bulletin board and space shall be furnished by the City for the posting of official  
18 Union notices and other information except religious, partisan politics, derogatory or  
19 discriminatory notices. The bulletin board will not be used to criticize the Union, any  
20 Union policies, any Union officials, management, any management policies or any  
21 management employees.  
22

23 1.3.7 The City agrees to notify the Union President or designee and all City employees  
24 in the bargaining unit of nominations, elections or appointments of individuals to the  
25 Personnel Board, Labor-Management Relations Board, Substance Abuse Policy Review  
26 and Appeals Board and other committees that may be formed within the life of this  
27 contract.  
28

29 1.3.7.1 Furthermore, the City agrees to allow the Union to serve as official  
30 observer of the elections and the tabulation of the election results.  
31

## 32 **1.4 Employer Rights**

33

34 1.4.1. The parties incorporate by reference the City Rights set forth in Sections 3-2-5  
35 and 3-2-7 of the City's Labor-Management Relations Ordinance.  
36

## 37 **1.5 Labor Management Meetings**

38

39 1.5.1 The City or Union may request meetings as needed to prevent, clarify or resolve a  
40 problem. Such meetings shall be for the purpose of administering this Agreement. The  
41 Union agrees that such activities may not interfere with the operational requirements of  
42 the department.  
43

44 1.5.2 The Union and the City shall conduct Labor/Management meetings at a mutually  
45 agreed time and place.  
46

47 1.5.3 Labor-Management meetings will include at least two (2) Union representatives.  
48 Additional union attendees will be mutually agreed upon by the City and the Union.  
49

1 1.5.4 Union officers and stewards shall have reasonable access to the premises of the  
2 City department after receiving prior approval from the supervisor in charge. Prior  
3 approval shall not be unreasonably denied. Such visitations shall be for the purpose of  
4 administering this Agreement. The Union agrees that such activities may not interfere  
5 with the operational requirements of the department. The department will designate a  
6 meeting place or provide a representative to accompany a Union official or staff  
7 representative where significant security requirements exist. Union officers and/or  
8 stewards may request meetings as needed to prevent, clarify or resolve a problem.  
9

## 10 **1.6 Bargaining Unit Information, Accretion**

11 **This section intentionally left blank**  
12

## 13 2. PAY PROVISIONS

### 14 **2.1 Pay Schedule**

15  
16 2.1.1 Bargaining unit employees shall receive a 2.0% increase effective on the  
17 first full pay period following ratification and signature agreement or on the first  
18 full pay period following July 1, 2016, whichever occurs later. Effective the first  
19 full pay period in July 2017, should the City Council appropriate funds for a  
20 general wage increase, the total bargaining unit shall receive that increase.  
21

22 2.1.1.1 Differential Certification Pay/Aviation: An Aviation  
23 Telecommunicator who has successfully completed the requirements for  
24 the New Mexico Department of Public Safety Telecommunicator  
25 Certification shall receive a certification differential of one dollar (\$1.00)  
26 per hour. The Aviation Telecommunicator shall be responsible for  
27 providing evidence that the employee has been awarded the certification.  
28 The Aviation Telecommunicator will lose the one dollar (\$1.00) per hour  
29 certification if the employee fails to renew the certification.  
30

31 2.1.2 Top Step Differential: An employee who has occupied the top step of the  
32 employee's grade for one (1) year (365 days) will receive twenty-five dollars  
33 (\$25.00) per pay period. Once this "top step" status is reached, and the  
34 employee does not leave the C-Series bargaining unit, the differential will not be  
35 lost if the employee is promoted within the C-Series bargaining unit.  
36

37 2.1.3 Shift Differential Pay: The Swing Shift differential pay shall be thirty-five  
38 cents per hour. The Graveyard Shift differential pay shall be forty-five cents per  
39 hour.  
40

41 2.1.4 Bilingual Pay: No later than June 30, 2017, at a date determined by the  
42 City of Albuquerque Human Resources Testing, a Bilingual Specialty Pay will be  
43 implemented subject to the limitations set forth below.  
44

45 2.1.4.1. Only those languages recognized by Human Resources shall  
46 qualify for bilingual pay.

1  
2 2.1.4.2 An employee shall qualify for Bilingual Specialty Pay upon  
3 demonstrating an acceptable level of conversational proficiency as  
4 determined by a test developed and administered by the Human  
5 Resources Department.  
6

7 2.1.4.3. A maximum of seventy-five (75) applicants shall be tested.  
8

9 2.1.4.4. Successful applicants shall receive a Bilingual Pay Differential of  
10 \$9.23 in each paycheck.  
11

12 2.1.5 An employee called back to work in addition to the employee's normal  
13 work schedule will be guaranteed for each such call-in a minimum of two hours  
14 straight time or time and one-half for the actual hours worked, whichever is  
15 greater. This provision shall not apply if the assignment immediately follows or  
16 precedes a regular work shift. Call in time begins when the employee who was  
17 called in reports to his/her workstation.  
18

### 19 **2.1.6 T-Series Pay**

20

21 2.1.6.1 Probationary period: Newly hired Telecommunications Operator 1  
22 and 2 employees shall serve a one (1) year probationary period. A current  
23 City employee who has successfully completed a probationary period with  
24 the City shall not be required to complete another probationary period at  
25 the City's 911 Call Center.  
26

27 2.1.6.2 Specialty/Certification Pay: An employee who has successfully  
28 completed the requirements for certification as a Call Center  
29 Telecommunications Operator shall receive a specialty/certification  
30 differential of one dollar (\$1.00) per hour. The employee shall be  
31 responsible for providing evidence that the employee has been awarded  
32 the certification. The employee will lose the one dollar (\$1.00) differential  
33 if the employee fails to renew the certification.  
34

35 2.1.6.3 Bargaining unit employees shall receive a 5.0 percent increase for  
36 Telecommunications Op 1 (C1;C1C) employees and an 8.0 percent  
37 increase for Telecommunication Op II (C2;C2C) employees effective on  
38 the first full pay period following ratification and signature of the  
39 Agreement, or on the first full pay period following July 1, 2016, whichever  
40 occurs later. Effective the first full pay period in July of 2017, should the  
41 City Council appropriate funds for a general wage increase, the total  
42 bargaining unit shall receive that increase.  
43  
44  
45  
46

1  
2 2.1.6.3  
3 Telecommunication Operator 1 & 2

<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>GRADE</b>	Probation				
<b>C1</b>	17.25	17.81	18.71	19.62	20.61
<b>C1C</b>	18.25	18.81	19.71	20.62	21.61
<b>C2</b>	18.10	18.68	19.62	20.60	21.64
<b>C2C</b>	19.10	19.68	20.62	21.60	22.64

11 2.1.6.4 Training pay for APD Communications

12  
13 911 Call takers and Dispatchers will continue to receive fifteen percent (15%) as  
14 Trainers Pay only when assigned to be engaged in training duties.

15  
16 2.2 Longevity Pay for Members

17  
18 2.2.1 Longevity pay will be paid as follows:

<b>Years of Continuous Service</b>	<b>Amount per Pay Period</b>
5 years + 1 month to 8 years	\$27.69
8 years + 1 month to 10 years	\$43.85
10 years + 1 month to 12 years	\$55.38
12 years + 1 month to 15 years	\$60.00
15 years + 1 month to 17 years	\$66.92
17 years + 1 month to 20 years	\$69.23
Over 20 years	\$78.46

19  
20  
21 2.3 Overtime

22  
23 2.3.1 As a condition of employment, employees may be required to work overtime.  
24 Overtime work is generally discouraged. Employees shall be paid at the rate of time and  
25 one-half (1-1/2) for all hours worked in excess of forty (40) hours per week.

26  
27 2.3.2 For the purpose of computing overtime, paid leave will be considered time worked.

28  
29 2.3.3 Employees required to work on holidays will be paid regular holiday pay plus time  
30 and one-half (1-1/2) for the hours actually worked.

31  
32 2.3.4 A meal period of thirty (30) minutes on non-pay status shall be offered to  
33 employees required to work more than two (2) hours beyond their regular shift.

34  
35 2.3.5 In case of a declared emergency by the Mayor or CAO, employees will work as  
36 assigned.  
37

1 2.3.6 Each section, or division where sections do not exist, shall maintain a class  
2 seniority list in descending order where the most senior employee is listed first. If  
3 overtime is required in a division or section, the division manager or supervisor shall  
4 schedule overtime to employees in classification by seniority on a rotational basis,  
5 unless the division manager or supervisor determines in good faith that the overtime  
6 assignment requires specific job skills/license/experience that warrant the assignment of  
7 an employee who may not be the most senior. Qualified employees shall be offered  
8 overtime work on a rotational basis from the seniority list. The first employee on the list  
9 shall be the first to be offered overtime. If any employees on the list have been offered  
10 the opportunity to work overtime and they decline the offer, these employees will be  
11 placed at the bottom of the voluntary overtime list for that day. If all employees on the list  
12 decline overtime work, the division manager or supervisor shall assign overtime on a  
13 rotational basis in reverse order of the class seniority list.

14  
15 2.3.6.1 The City proposes development of a specific MOU dealing with APD  
16 Emergency Communication Center's assignment of overtime.

17  
18 2.3.7 Overtime work assignments which are immediately adjacent to the end of a work  
19 shift will first be offered to the employees who are currently on duty performing the work  
20 at the end of the regular shift. Overtime work assignments, which immediately follow the  
21 end of a work shift, will first be assigned to the employees who are performing the work  
22 at the end of the regular shift.

23  
24 2.3.8 Employees who decline to work two (2) voluntary overtime assignments during a  
25 calendar quarter may be removed from the voluntary overtime list for the duration of the  
26 quarter at the discretion of management. Disputes regarding the removal of an  
27 employee from the voluntary overtime list will be addressed through the Human  
28 Resources for resolution.

29  
30 2.3.9 Rotation of overtime assignments means rotation among employees who  
31 volunteered and are qualified to perform the work.

32  
33 **2.4 Compensatory Time**

34  
35 2.4.1 Employees who are required to work overtime in excess of their normal 40-hour  
36 work week may choose one and one-half time payment or one and one-half time  
37 compensatory time. The employee must make this choice prior to working the overtime  
38 assignment.

39  
40 2.4.2 Employees will be allowed to accrue a maximum of 84 hours (56 hours at one and  
41 one-half time) of compensatory time. Approved compensatory time will be used on a  
42 first-in, first-out basis, with a maximum retention period of 365 days. Compensatory time  
43 not used within 365 days from the date it was accumulated will be paid at the employee's  
44 current hourly rate and will be deducted from their compensatory time accruals. For  
45 purposes of computing overtime, paid compensatory time is not considered as time  
46 worked.

47  
48 2.4.3 Employees who have compensatory time shall, upon termination of employment,  
49 be paid for the unused compensatory time at their current rate of pay if it cannot be  
50 scheduled and taken prior to the termination date.

1 3. INSURANCE COVERAGE and BENEFITS

2  
3 **3.1 Premium Costs**

4  
5 3.1.1 The City offers group hospitalization and dental plans for employees. Participation  
6 is voluntary. The City will pay 80% of the insurance premium and the employee will pay  
7 20% of the premium. The plans will continue to be in effect until modified or amended  
8 by the City.  
9

10 3.1.2 The City's Employee Benefits Office and the Union shall work cooperatively on a  
11 joint effort to educate employees on the benefits of the City's Section 125 Plan which  
12 allows employees to exempt from taxation certain medical and/or child care expenses.  
13

14 **3.2 Insurance Programs**

15  
16 **This section intentionally left blank**

17  
18 **3.3 Continuation of Health Insurance**

19  
20 **This section intentionally left blank**

21 4. RETIREMENT PLAN

22  
23 **4.1 NM Public Employees Retirement Association**

24  
25 4.1.1. The City will continue to pay 9.86% of the employee's PERA statutory  
26 contribution.

27 5. VACATION LEAVE

28  
29 **5.1 Vacation Leave**

30  
31 5.1.1 Vacation leave will accrue on a monthly basis from the date of current permanent  
32 employment. A permanent employee separating after the employee has served for one  
33 or more consecutive months shall be compensated for unused vacation, not to exceed  
34 seventy-eight (78) biweekly accruals computed to the date of separation. Vacation  
35 accumulation will be computed as of the last day of the pay period that includes  
36 December 31 each year and the excess of seventy-eight (78) biweekly accruals will be  
37 dropped from the record. No vacation leave will be granted before it is accrued. Vacation  
38 leave will not be unreasonably denied. When a legal holiday that would have been a  
39 regular work day for the employee occurs during vacation, it shall not be charged as  
40 vacation leave but as a holiday. Leave without pay may be used to supplement vacation  
41 leave up to the maximum amount of vacation utilized. Hours worked in addition to the  
42 regularly scheduled work cycle will not entitle an employee to additional benefits. In work  
43 units where staffing levels are such that employees are unable to use their vacation  
44 accruals, the City and the Union may negotiate to permit vacation sellback by  
45 Memorandum of Understanding.  
46

1 5.1.2 Pay for accrued vacation leave may be obtained by an employee before taking the  
2 employee's vacation leave, if at least three weeks notice is given to the employee's  
3 department director and the City's central Payroll Division.

4 5.1.3 In work units where shift work is performed, employees will be offered the  
5 opportunity during the first week of each shift bid cycle to submit vacation requests for  
6 periods of forty hours or more. These requests will be approved on the basis of seniority  
7 by classification within the work unit, and shift assignment, as staffing levels provide.  
8 Employees may only apply for vacation leave for the amount they have accrued at the  
9 time of their request. Request for vacation leave will only be approved within the current  
10 bid cycle. Within fourteen (14) calendar days of the employee's request, the employee  
11 will be given a written response of approval or disapproval of leave.  
12

13 5.1.4 Subsequent request for vacation leave will be approved on a first come, first  
14 served basis as staffing levels permit. A response will be given in reasonable time. If two  
15 or more employees submit a request for vacation at the same time for the same time  
16 period, approval will be granted on the basis of seniority, by classification within the work  
17 unit and shift assignment, as staffing levels permit. An employee may not take vacation  
18 without prior approval of his/her supervisor.  
19

20 5.1.5 In work units where shift work is not performed, vacation requests will be  
21 approved on first come, first served basis, as staffing levels permit. If two or more  
22 employees submit a request for vacation at the same time for the same time period,  
23 approval will be granted on the basis of seniority, by classification within the work unit,  
24 as staffing levels permit. An employee may not take vacation without prior approval from  
25 his/her supervisor.  
26

27 5.1.6 No employee regardless of work unit or shift will be allowed to use the employee's  
28 seniority and bump another employee from vacation that has already been approved.  
29

30 5.1.7 The parties may agree to other methods of scheduling vacation by memorandum  
31 of understanding.  
32

## 33 **5.2 Vacation Leave Accrual Rates**

34

<b>Years of Continuous Service</b>	<b>Regular Work Week</b>	<b>Accrual Rate per Bi-Weekly Pay Period</b>	<b>Maximum Accrual per Year (Days)</b>	<b>Maximum Accrual per Year (Hours)</b>
1 month to 5 years	40 hours	3.85 hours	12.5 days	100 hours
5 to 10 years	40 hours	4.62 hours	15 days	120 hours
10 to 15 years	40 hours	5.54 hours	18 days	144 hours
15 or more years	40 hours	6.16 hours	20 days	160 hours

## 35 **6. SICK/ ILLNESS LEAVE**

### 36 **6.1 Sick Leave**

37 6.1.1 This section will be administered throughout every City Department as the sole  
38 Sick Leave procedure for Clerical and Technical Employees.  
39  
40

1  
2 6.1.2 The maximum sick leave accumulation for classified employees will be 1200 hours  
3 for a forty (40) hour workweek or a prorated amount for a regular workweek other than  
4 forty (40) hours. Sick leave shall accrue at the rate of 3.70 hours per pay period.  
5

6 6.1.3 Provided the employee has an accrued sick leave balance, sick leave may be  
7 granted for absence from duty because of personal illness, illness of a spouse, domestic  
8 partner, son, daughter, or parent as these terms are defined in Section 401.11, L. of the  
9 City of Albuquerque Rules and Regulations. Personal illness is defined to include  
10 scheduled doctor's appointments for health examinations, evaluation and/or treatment.  
11 Doctor's appointments may require documentation.  
12

13 6.1.4 Sick leave used for the following reasons will be exempt from the personal illness  
14 as defined in the City of Albuquerque Rules and Regulations:  
15

16 6.1.4.1 Emergency Leave: when a doctor certifies that an employee's attendance  
17 with an ill or injured dependent living in the employee's household is medically  
18 necessary.  
19

20 6.1.4.2 Hospitalization, to include out patient surgery.  
21

22 6.1.4.3 Leave taken pursuant to the Family Medical Leave Act.  
23

24 6.1.4.4 Leave taken as a reasonable accommodation pursuant to the Americans  
25 With Disabilities Act.  
26

27 6.1.5 No disciplinary action shall be taken against an employee not in compliance with  
28 Subsection 6.1.4, except in the case of a flagrant violation.  
29

30 6.1.6 An employee who makes a false claim for sick leave, signs a certificate/statement  
31 containing a false statement, refuses to be examined by a doctor selected by the City, or  
32 fails to cooperate in any investigation by the City of the employee's claim for sick leave  
33 shall not be entitled to any leave with pay for the time in dispute. Such actions are  
34 considered just cause for disciplinary action up to and including termination.  
35

36 6.1.7 If a holiday occurs and an employee is on sick leave the employee will be charged  
37 to holiday off.  
38

## 38 **6.2 Sick Leave Conversion** 39

40 6.2.1 The maximum sick leave accumulation will be 1,200 hours for a forty (40) hour  
41 workweek or a prorated amount for a regular workweek other than forty (40) hours.  
42

43 6.2.2 Employees who have reached the specified accumulation levels listed below may  
44 exercise one of the available options. The option to convert sick leave will be offered  
45 only in November of each year. Employees electing to not convert sick leave will  
46 continue to accrue sick leave up to the maximum of 1200 hours.  
47

48 6.2.3 The following conversion formula will be used to convert accumulated sick leave:  
49

50 6.2.3.1 Sick leave accumulated over 500 hours may be converted at:

1 6.2.3.1.1 Three (3) hours of sick leave to one (1) hour of vacation, or  
2 6.2.3.1.2 Three (3) hours of sick leave to one (1) hour cash payment.

3  
4 6.2.3.2 Sick leave accumulation over 850 hours may be converted at:  
5 6.2.3.2.1 Two (2) hours of sick leave to one (1) hour of vacation, or  
6 6.2.3.2.2 Two (2) hours of sick leave to one (1) hour cash payment.

7  
8 6.2.3.3 Sick leave over 1,200 hours must be converted at:  
9 6.2.3.3.1 Three (3) hours of sick leave to two (2) hours of vacation, or  
10 6.2.3.3.2 Three (3) hours of sick leave to two (2) hours cash payment.

11  
12 **6.2.4 Sick Leave Conversion at Retirement**

13  
14 6.2.4.1 An employee may convert 100% of accumulated sick leave to be applied  
15 to Early Retirement leave immediately prior to the effective date of retirement.  
16 Employees in Early Retirement are not entitled to salary increases afforded other  
17 City employees. Employees in Early Retirement are entitled to all benefits except  
18 vacation and sick leave accruals, donated leave and hardship leave.

19  
20 **6.2.5 Sick Leave Conversion at Termination**

21  
22 **6.3 Sick Leave Death Benefit**

23  
24 6.3.1 Upon the death of an employee, the City will pay cash to the designated  
25 beneficiary (as identified in the City's life insurance policy) for 100% of the sick leave  
26 accrued by the employee. The employee must be in an employment status that  
27 authorized the accrual of sick leave benefits.

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

30  
31 6.4.1 Upon exhaustion of FMLA benefits bargaining unit employees may request  
32 donated leave as provided by the Personnel Rules and Regulations.

33  
34 6.4.2 After exhausting Injury Time benefits, bargaining unit employees may request  
35 donated leave as provided by the Personnel Rules and Regulations.

36  
37 **6.5 Bereavement Leave**

38  
39 6.5.1 Sick Leave Emergency may be granted for a maximum of three (3) days in case of  
40 death in the employee's, spouse's, or domestic partner's immediate family. An additional  
41 day may be granted for every 500 miles travel one-way from Albuquerque required to  
42 attend funeral services. Proof of the death may be required.

43  
44 **6.6 Family and Medical Leave Act (FMLA)**

45  
46 6.6.1 The parties agree that the City will comply with the provisions of the Family  
47 Medical Leave Act (FMLA). Questions or concerns dealing with the FMLA will be  
48 addressed through the Human Resources Department. FMLA Leave will be  
49 administered in accordance with the current City policy implementing Federal FMLA  
50 requirements.

1  
2 6.6.2 In the event the City revises its current FMLA policy, the Union will be given input  
3 in writing, through the Office of Human Resources, prior to implementation of the policy.  
4

5 6.6.3 The City will evaluate the feasibility of providing health and dental insurance  
6 coverage for those employees on FMLA leave without pay on a case-by-case basis. If  
7 the City provides coverage during this period, the cost of this benefit shall be reimbursed  
8 to the City upon the employee's return to work.  
9

10 6.6.4 Maternity and Paternity Leave:

11  
12 6.6.4.1 A female employee who has completed probation is eligible for a leave of  
13 absence from City employment for a period of up to one year, for maternity leave,  
14 in accordance with the provisions of the City Personnel Rules and Regulations  
15 and applicable Federal and State Laws.  
16

17 6.6.4.2 Paternity Leave will be granted in accordance with the provisions of the  
18 Family Medical Leave Act.  
19

20 6.6.4.3 Leave taken by male or female employees pursuant to this section shall  
21 not be counted as personal absence sick leave usage under Section 21 of this  
22 Agreement.  
23

24 6.6.4.4 Departments utilizing a sick leave incentive program will not penalize the  
25 employee from participation in the incentive program while on approved  
26 Maternity and Paternity Leave under this section.  
27

28 6.6.4.5 Questions or concerns dealing with leave requests under this section  
29 shall be resolved by the Department of Human Resources.

30 **7. RECOGNIZED HOLIDAYS**

31 **7.1 Paid Holidays**

32 7.1.1 Holidays for the employees are as follows:  
33

34	New Year's Day	January 1
35	Martin Luther King's Birthday	Third Monday in January
36	Presidents Day	Third Monday in February
37	Memorial Day	Last Monday in May
38	Independence Day	July 4th
39	Labor Day	First Monday in September
40	Veteran's Day	November 11th
41	Thanksgiving Day	Fourth Thursday in November
42	Day After Thanksgiving	Fourth Friday in November
43	Christmas Day	December 25th
44		

45 7.1.2 Employees working in positions who are not normally required to work holidays  
46 may float that holiday with the approval of management. Approval to work holiday must  
47 be submitted in writing not later than 48 hours in advance of the holiday. Employees  
48 working the holiday will receive straight time pay for the time worked. Floated (Floated  
49 Holiday) time must be taken within 180 days of its accrual.

1  
2 7.1.3 In filling the routine staffing requirements for holidays, the required personnel will  
3 be assigned from a roster of those employees who have indicated a desire to work on  
4 the holiday, on a rotating basis, or float the holiday based on seniority in classification,  
5 by work unit, by shift and by normal workdays. If staffing requirements cannot be met  
6 from those who volunteer, then those employees who are required to work shall be  
7 assigned on the basis of reverse order of seniority, on a rotating basis, in classification  
8 by work unit, by shift and by normal workdays. Employees ordered to work may choose  
9 to float the holiday or receive the holiday as specified in paragraph 7.2.1.

10  
11 7.1.4 All holidays may be designated as a floating holiday by the employee. A floating  
12 holiday is available only to those employees who are required to actually work on their  
13 holiday. Employees taking this option will accumulate "holiday time" of 1-1/2 hours for  
14 each hour worked. Records of "holiday time" will not be added to vacation balances but  
15 will be separately tabulated. Employees must use their "holiday time" within 180 days  
16 from the date it was accumulated. Employees who fail to use their holiday time within  
17 180 days will be paid for time accumulated at time and one-half and the time will be  
18 stricken from their records. "Holiday time" cannot be converted to cash upon termination  
19 of employment.

20  
21 7.1.5 If a contractually designated holiday falls on the first day of an employee's normal  
22 days off, the holiday will be observed on the previous day. If a contractually designated  
23 holiday falls on the second day of an employee's normal days off, the holiday will be  
24 observed on the following day. If a contractually designated holiday falls on the third day  
25 of an employee's normal days off, the holiday will be observed on the following day.

26  
27 **7.2 Holiday Pay**

28  
29 7.2.1 The employee shall receive holiday pay, depending on the employee's normal  
30 work shift, at the employee's normal hourly rate. For the purpose of computing overtime,  
31 an employee will be credited with holiday time plus the number of hours worked.

32  
33 7.2.2 An employee called back to work on a holiday will receive a minimum of three  
34 hours straight time pay or time and one-half for the hours actually worked, whichever is  
35 greater, in addition to holiday pay.

36 **8. MILITARY LEAVE**

37 **8.1 Members of Organized Reserve Units**

38  
39 8.1.1 Military Leave of Absence: Employees who are members of the National Guard,  
40 Air National Guard or any organized reserve unit of the Armed Forces of the United  
41 States, including the Public Health Services, are granted:

42  
43 8.1.1.1 The equivalent of fifteen (15) 8-hour work days of paid military leave per  
44 calendar year. This leave, while normally used for annual training purposes, may also  
45 be used for pre-deployment training or active duty service and or

46  
47 8.1.1.2 The equivalent of an additional fifteen (15) 8-hour work days of paid  
48 military leave per calendar year if the employee is mobilized to active duty by the  
49 President of the United States in support of operations overseas, in defense of our

1 nation, or in response to national disasters, or in response to an emergency declared by  
2 the Governor of New Mexico. This additional leave may be used for pre-deployment  
3 training or active duty service.  
4

5 8.1.2 The maximum paid military leave is 240 hours per calendar year for employees,  
6 who are members of organized reserve units, regardless of the purpose for which that  
7 paid military leave is used. The parties will develop an MOU dealing with the maximum  
8 accrual of military leave.  
9

10 8.1.3 Employees whose military commitment requires leave time in excess of that  
11 granted above may elect to: (1) be placed into unpaid military leave of absence status;  
12 or (2) to use accrued vacation leave, in whole or in part, during their period of military  
13 leave. When an employee has used all available paid military leave and paid vacation  
14 leave, that employee will be placed into unpaid military leave of absence status for the  
15 balance of their military leave period.  
16

## 17 **8.2 Vacation and Sick Leave Accruals While in** 18 **Military Active Duty Status** 19

20 8.2.1 Employees mobilized to active duty by the President of the United States on or  
21 after September 12, 2001 in support of operations overseas, in defense of our nation, or  
22 in response to national disasters will continue to accrue vacation and sick leave at the  
23 same accrual rate as if the employee was not on active military duty during all periods of  
24 active military duty, regardless of whether the military leave of absence is paid or unpaid.  
25

26 8.2.2 This accrual shall continue while the employee is in active military duty status and  
27 until the employee returns to City employment, or until the employee notifies the City of  
28 their resignation from City employment or their intention not to return to City employment  
29 at the end of their active military duty, whichever date is earlier.  
30

31 8.2.3 Any vacation or sick leave accrual allowed to an employee in active military duty  
32 status between September 12, 2001 and October 1, 2004 may not be converted to cash  
33 upon the completion of that person's City employment.  
34

## 35 **8.3 Health Insurance Benefits While in Military Active Duty Status** 36

37 8.3.1 For employees mobilized to active duty by the President of the United States on  
38 or after September 12, 2001 in support of operations overseas, in defense of our nation,  
39 or in response to national disasters, the City shall continue to pay the employer portion  
40 of health insurance premiums for that employee to the same extent as if that employee  
41 were not on active military duty status.

42 8.3.2 The employee in active military duty status must continue to timely make  
43 payment of the employee portion of health insurance premiums to the same extent as if  
44 that employee were not on active military duty status. Failure to do so will result in  
45 termination of health insurance coverage. It is the obligation of the employee on active  
46 military duty status to notify the Benefits Division of the Human Services Department  
47 how the payments will be made.  
48

49 8.3.3 Provided the employee is and remains current on all required employee  
50 contributions to health insurance premiums, the City shall continue to pay the employer

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

#### 6 **8.4 Members of Unorganized Reserve Units**

7  
8 8.4.1 Employees who are members of unorganized reserve components, as sanctioned  
9 by the State of New Mexico, or the Federal government, are granted:

10  
11 8.4.1.1 The equivalent of fifteen (15) 8-hour work days of paid military leave per  
12 calendar year. This leave is for the purpose of attending organized courses of  
13 instruction or training; and or  
14

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

21 8.4.2 The maximum paid military leave is 240 hours per calendar year for employees  
22 who are members of unorganized reserve units, regardless of the purpose for which that  
23 paid military leave is used.  
24

25 8.4.3 Employees whose military commitment requires leave time in excess of that  
26 granted above may elect to: (1) be placed into unpaid military leave of absence status;  
27 or (2) to use accrued vacation leave, in whole or in part, during their period of military  
28 leave. When an employee has used all available paid military leave and paid vacation  
29 leave, that employee will be placed into unpaid military leave of absence status for the  
30 balance of their military leave period.  
31

#### 32 **8.5 General Provisions**

33  
34 8.5.1 In no case shall the hours of paid military leave in a calendar year exceed the  
35 maximum number of hours provided above, even though the maximum number of hours  
36 is calculated by reference to "work days".  
37

38 8.5.2 All military leave pay is paid at the employee's straight-time rate of pay.  
39

40 8.5.3 Employees working on a part-time basis will be granted paid military leave on a  
41 prorated basis.  
42

#### 43 **8.6 Transition Provision**

44  
45 8.6.1 Any employee who has received paid military leave prior to October 1, 2007 in  
46 excess of the maximum amount allowable in any calendar year under the terms of this  
47 Agreement shall not be required to reimburse the City for the excess.

1 **9. OTHER LEAVE WITH PAY**

2 **9.1 Requests for Paid Leave**

3  
4 9.1.1 Leave with pay is available for the following reasons: vacation, sickness, injury,  
5 emergency, City business, jury duty, voting, annual military service, education and the  
6 employee's birthday. Employees who work on their birthday shall receive an alternate  
7 day off that they must schedule with the approval of their supervisor within one calendar  
8 year from their actual birthday. This shall not be calculated at time and one-half.  
9

10 9.1.2 All requests for leave will be submitted for approval on City form P-30, "Request  
11 for Leave of Absence", and will have the necessary documentation attached. Except in  
12 cases of emergency, the form P-30 must be submitted and approved in advance of the  
13 requested leave.  
14

15 9.1.3 In case of emergency, if an employee is to be absent from duty before the  
16 necessary forms have been submitted and approved, the employee must request  
17 approval from the employee's immediate supervisor within a reasonable amount of time  
18 before the employee is regularly scheduled to report for duty.  
19

20 9.1.4 Leave with pay may be authorized for an employee to attend official meetings  
21 where the good of the City service is involved or to conduct the City's business at a  
22 location other than the employee's normal workstation. Leave with pay may also be  
23 considered when an employee's participation is necessary for official City investigations  
24 and for court appearances when the employee's attendance is required on behalf of the  
25 City.  
26

27 9.1.5 Leave with pay may also be authorized by the Chief Administrative Officer for  
28 services or activities of an employee outside the scope of the employee's employment  
29 that can reasonably be anticipated to directly or indirectly benefit the City.  
30

31 **9.2 Birthday Leave**

32  
33 **This section intentionally left blank**

34  
35 **9.3 Blood Donation Leave**

36  
37 **This section intentionally left blank**

38  
39 **9.4 Managerial Leave**

40  
41 **This section intentionally left blank**

42  
43 **9.5 Administrative Leave**

44  
45 **This section intentionally left blank**

46  
47 **9.6 Hardship Leave**

1 9.6.1 Hardship leave will be provided in accordance with the City of Albuquerque Rules  
2 and Regulations.  
3

4 **9.7 Jury Duty**  
5

6 9.7.1 Any employee who is called to serve required jury duty will be paid the employee's  
7 regular pay for the employee's normal scheduled work time while serving on jury duty.  
8 The employee shall pay over to the City any fees received for jury duty unless the  
9 employee is serving jury duty on his/her normally scheduled days off.  
10

11 **9.8 Leave to Vote**  
12

13 9.8.1 State Law requires, under certain conditions, all employees who are registered  
14 electors be granted two hours with pay between the opening and closing of the polls to  
15 vote on all election days. Department directors must grant this time off for voting if  
16 requested by employees registered to vote. Department directors should schedule the  
17 time taken so that offices remain open during the normal working hours and the work of  
18 the department is affected as little as possible. When practicable, the scheduling  
19 preferences of the most senior employees will be honored first.  
20

21 9.8.2 Departments will not grant time off with pay to any employee whose normal  
22 workday begins more than two hours after the opening of the polls, or ends more than  
23 three hours prior to the closing of the polls. Time taken off for voting can be used for no  
24 other purpose. Department directors may require an employee to prove that he/she is a  
25 registered and eligible voter.  
26

27 **9.9 Leave for Annual Physical Examination**  
28

29 9.9.1 Each employee may utilize one-half (1/2) day paid leave during the '09 Fiscal year  
30 for the purpose of undergoing a physical examination. The leave shall not be deducted  
31 from the employee's accumulated paid leave. Medical documentation by the employee  
32 will be required. The documentation shall verify that the employee used the leave time  
33 for the purposes of undergoing a physical examination. The documentation shall not  
34 violate the employee's confidentiality rights under federal and state law. Upon approval  
35 of an employee's supervisor, this leave may be taken in conjunction with vacation leave  
36 or compensatory time.

37 **10. LEAVE WITHOUT PAY/ LEAVES OF ABSENCE**  
38

39 **10.1 Absence Without Authorized Leave**  
40

41 **This section intentionally left blank**  
42

43 **10.2 Leave Without Pay**  
44

45 10.2.1 All requests for leave without pay require approval of the department head or the  
46 department head's designee, and any request for leave without pay for two weeks or  
47 more requires approval of the Chief Administrative Officer.  
48

1 10.2.2 An employee may be granted leave without pay for a period not to exceed one  
2 year as a result of sickness or disability when certified by a medical doctor, or to run for  
3 non-City public office, or for additional vacation time, or for good and sufficient reason  
4 which the CAO considers to be in the best interest of the City.  
5

6 10.2.3 Leave without pay may be granted for the purpose of attending schools or  
7 courses when it is clearly demonstrated that the subject matter is directly job related or  
8 for the purpose of preparing the employee for a career within the City service. Training  
9 provided by technical, vocational trade schools and colleges approved by the Veteran's  
10 Administration will be accepted by the City under this Subsection.  
11

12 10.2.4 An employee elected or appointed to a full-time non-City public office will be  
13 granted a leave of absence to enable the employee to hold such office.  
14

15 10.2.5 Time taken off as leave without pay in conjunction with this section shall be  
16 counted as continuous service for calculating seniority for layoff and shift days off bid.  
17 Time taken off on leave without pay for Union business will be referred back to Section  
18 14, Seniority.  
19

20 **10.3 Leave of Absence**

21 **This section intentionally left blank**  
22

23 11. WORK WEEK

24  
25 **11.1 Traditional Work Schedules**  
26

27 11.1.1 Traditional work schedules for full-time permanent employees will consist of forty  
28 (40) hours per week, eight consecutive (8) hours per day on five (5) consecutive days; or  
29 ten consecutive (10) hours per day, on four (4) consecutive days.

30 **11.2 Non-Traditional Work Schedules**  
31

32 11.2.1 Non-traditional work schedules may be implemented for full-time, permanent  
33 employees only after the potentially affected employees and the Union have been  
34 allowed to review, and to provide input concerning the proposed changes.  
35

36 **11.3 Other Work Week Provisions**  
37

38 11.3.1 All bargaining unit employees will be provided the opportunity to work a complete  
39 workweek. When temporary conditions are such that normal duties cannot be performed  
40 as a result of a lack of equipment or work, alternative duties of benefit to the department  
41 shall be assigned to affected employees. The alternate duties shall be within the  
42 employees bargaining unit. On a voluntary basis, by mutual agreement between the  
43 employee and the supervisor, the employee may utilize accrued vacation or leave  
44 without pay. Nothing in this section shall be construed to preclude actions under the  
45 Layoff and Recall Section. Concerns over alternate duties will be addressed through the  
46 Office Human Resources and with Local 2962 President or designee.  
47

48 11.3.2 Permanent part-time employees are employees who normally work not less than  
49 20 and not more than 40 hours per week. A part-time schedule shall be either half-time

1 (40-hours per pay period) or three-quarter time (60 hours per pay period). The City may  
2 flex the hours of a part-time employee within the pay period, provided, however, that the  
3 part-time employee's hours are not less than 20 or more than 40 in any work week.

## 4 12. WORK HOURS

### 5 6 **12.1 Flex Time**

7  
8 12.1.1 The City and the Union agree to meet and confer at the request of either party, to  
9 identify areas where flex time work schedules may be implemented to benefit both the  
10 employees and the requirement of the City for productivity. In accordance with this  
11 subsection, upon the identification of areas where flex work schedules are to be  
12 implemented the City and the Union will meet and confer at the request of either party to  
13 ensure the transition.

### 14 15 **12.2 Stand-By Time**

16  
17 12.2.1 Employees assigned to standby time status shall receive four (4) hours of  
18 straight time pay for each twenty-four (24) hour period. Should an employee be unable  
19 to complete a standby assignment and another employee has to be assigned, the  
20 standby pay for that period will be pro-rated between the employees who worked the  
21 assignment.

22  
23 12.2.2 Such 24-hour period shall start at the time the employee begins his/her standby  
24 status.

25  
26 12.2.3 It shall be the responsibility of the employee placed on standby status to keep  
27 the employee's supervisor informed as to where he/she can be reached. Standby time  
28 shall not be considered time worked for the purpose of computing overtime payment. It  
29 is recognized that employees on standby status who are provided pagers are not  
30 covered by this section. Employees with pagers are not paid for standby time.

31  
32 12.2.4 An employee who works in a "twenty-four hour/seven days" section shall not be  
33 required to work stand-by.

### 34 35 **12.3 Change in Work Hours/ Locations**

36  
37 12.3.1 The City and the Union recognize the employee's need for advance notification  
38 for changes in work locations/hours to accommodate problems with childcare and/or  
39 transportation. The following time requirements shall be considered as minimum:

40  
41 12.3.1.1 A permanent change in work hours/locations shall require a 120-hour  
42 advance notice (to include a minimum of 3 working days) to the employee.

43  
44 12.3.2 The parties recognize that temporary changes in work hours or locations are  
45 solely intended to promote productivity, and to allow flexibility to respond to the needs of  
46 employees and management in addressing changing work place tasks. Temporary  
47 changes in work hours or locations will not exceed 30 days.  
48

1 12.3.3 A change in work locations shall be defined as a change in the actual City facility  
2 in which an employee works, and shall not include changing offices or work spaces  
3 located within the same facility.  
4

5 12.3.4 Concerns over changes in work hours/locations will be addressed through the  
6 Office of Human Resources and with the Local 2962 President or designee.  
7

## 8 **12.4 Other Work Hours Provisions** 9

### 10 12.4.1 Work shifts

11  
12 12.4.1.1 Any employee regularly assigned to the swing or graveyard shift is  
13 entitled to shift differential pay.  
14

15 12.4.1.2 Any shift, which begins between the hours of 3:30 am, to 11:29 am,  
16 shall be considered the day shift. For bidding purposes, shifts that begin between  
17 3:30 am and 11:29 am at a work site shall be considered as one (1) shift.  
18

19 12.4.1.3 Any shift, which begins between the hours of 11:30 am, and 7:29 pm,  
20 shall be considered the swing shift, and shall be paid swing differential pay.  
21

22 12.4.1.4 Any shift, which begins between the hours of 7:30 pm, and 3:29 am,  
23 shall be considered graveyard shift, and shall be paid graveyard shift differential  
24 pay.  
25

26 12.4.1.5 Shift differential shall be paid on the basis of the employees regularly  
27 assigned/designated shift. This shall not be affected by temporary changes in  
28 work shifts.  
29

30 12.4.1.6 Shift-days off will be bid for by seniority within classification within the  
31 given work unit, provided management may require that one-half (1/2) of  
32 the unit be made up of employees with at least one (1) year experience.  
33

34 12.4.1.7 No employee shall be required to work two complete consecutive shifts  
35 or the majority of the second shift, without the equivalent of one complete shift of  
36 non-work status following the second assignment.  
37

38 12.4.2 Breaks: Employees shall receive one fifteen-minute rest period during each four  
39 consecutive hours worked. The rest period shall normally be taken in the middle of each  
40 four-hour period. Rest periods may not normally be postponed or accumulated.  
41

42 12.4.3 The City shall give each employee a lunch break of at least thirty (30) minutes  
43 but not to exceed one hour on non-pay status for each work shift of eight (8) or more  
44 hours.  
45

46 12.4.2.1 The lunch period shall occur approximately midway during the work  
47 shift. When a scheduling conflict arises, supervisors will assign lunch periods by  
48 seniority except during an emergency or unusual situation. The daily lunch  
49 schedule will be posted. Employees will not remain at their workstation (i.e. desk)  
50 during this lunch break as described above.

1  
2 12.4.2.2 In essential service positions, management may provide a paid lunch  
3 period requiring employees to remain at their workstations.

4 **13. WORK ASSIGNMENTS**

5  
6 **13.1 Work Assignments/ Reorganizations**

7  
8 13.1.1 If work assignments are to be changed as a result of reorganization and/or  
9 changes in assignment, the parties will agree to meet and confer to establish dialogue  
10 regarding the issues, and to allow the party with the concern to provide input regarding  
11 alternative solutions. If the parties are unable to reach an agreement upon a solution, the  
12 issue will be referred to the department director and the Union for final input by the  
13 Union and resolution by the department director.

14  
15 **13.2 Light Duty/ Modified Work Assignments**

16  
17 **This section intentionally left blank**

18 **14. SENIORITY**

19  
20 **14.1 Seniority Determination**

21  
22 14.1.1 Unless otherwise specifically defined in this agreement, seniority for the  
23 purposes of this Agreement shall be defined as follows:

24  
25 14.1.1.1 Length of continuous service with the City as a permanent  
26 employee.

27  
28 14.1.1.2 For the purposes set forth in Section 15, Shift-Days Off Bid,  
29 Section 9.8.1, Leave to Vote and Section 2.3, Overtime, seniority shall be  
30 defined as length of continuous service in a department by classification  
31 within a work unit as a permanent employee.

32  
33 14.1.1.3 Each department will maintain two (2) separate seniority lists: one  
34 (1) for full-time permanent employees and another for part-time permanent  
35 employees. If an employee transfers from one employment status to  
36 another, the employee will move to the bottom of the seniority list.

37  
38 14.1.1.4 Continuous service will not be interrupted if the employee was on  
39 an approved leave of absence.

40  
41 14.1.1.5 Seniority will be measured from the employee's date of hire.

42  
43 14.1.2 Ties in seniority will be broken by drawing lots in the presence of a Union  
44 and management representative.

1 14.1.3 The parties agree to meet to resolve issues of shift preference overtime and  
2 holiday seniority caused by the forced transfer of an employee due to job  
3 abolishment, to be completed prior to the actual transfer date.  
4

5 14.1.4 Employees involuntarily transferred to a new work unit due to reorganization  
6 shall retain all seniority rights previously accrued within the employee's  
7 classification within the bargaining Unit.  
8

9 14.1.5 In the instance of two or more non-probationary employees hired on the  
10 same day in the same department, the employee who has more City seniority will  
11 receive the higher Department seniority rights.  
12  
13

## 14 15. BIDDING and VACANCIES

### 15 **15.1 Shift-Days Off Bid**

16  
17 15.1.1 Employees will be given the opportunity to bid semi-annually on shift or days off  
18 in work units where shift work exists. A Union representative will be present to assist  
19 with the bid. It is the responsibility of the union to have a representative present. The  
20 bidding process will not be delayed because of a Union representative not being  
21 present. There will be a full-time bidding roster for full-time positions and a part-time  
22 bidding roster for part-time positions in work units where this applies.  
23

24 15.1.2 Bidding for shift or days off will commence during the first ten (10) calendar days  
25 of the months of January and July. The new bid assignment will then take place at the  
26 start of the next full pay period. Management will provide to the Union President or  
27 designee a copy of the new shifts or days off assignments to be offered one (1) week  
28 prior to the bid. Seniority as defined in Section 14, of this Contract will be used for the  
29 purpose of bidding for shifts or days off. Employees who change shifts as a result of a  
30 bid must re-submit any scheduled vacation for review and approval within the new shift  
31 assignment.  
32

33 15.1.3 When a vacancy on shifts or days off is to be filled, reasonable efforts will be  
34 made to ensure that it is filled in an expeditious manner. The initial vacancy will be  
35 offered and filled by order of seniority; the second vacancy created by this process will  
36 be offered and filled by order of seniority; the third vacancy created by this process may  
37 be filled at management's discretion for the duration of the current bid, only. Should no  
38 one bid for these vacancies, reassignments will be made in a reverse order of seniority.  
39

40 15.1.4 Permanent full-time employees may only bid for full-time positions and  
41 permanent part-time employees may only bid for part-time positions.  
42

43 15.1.5 The Union President may appoint an employee from each department to provide  
44 input into the development and operation of the bidding process.  
45

46 15.1.6 A supervisor may permit employees to mutually agree to exchange bid slots  
47 for hardship reasons. The City and the Union must agree.  
48

1 15.1.7 Bidding roster for interim vacancies will be posted for five (5) working days within  
2 the work unit and will be filled on seniority basis (Section 11 C). The implementation of  
3 the results of this bid selection may only be delayed due to staffing requirements until  
4 the vacant position is filled.  
5

## 6 **15.2 Bidding and Vacancy Advertisements**

7

8 15.2.1 Any employee who believes the employee meets the qualifications to fill an  
9 advertised permanent vacancy may apply for it by following the procedures set  
10 forth by the Human Resources Department prior to the expiration date of the circular.  
11 Employees are not required to inform their supervisors that they have bid on a circular.  
12 An employee that has been informed that the employee has been selected for an  
13 interview must immediately notify the employee's supervisor to make arrangements for  
14 coverage during the employee's absence. Employees who fail to comply with this  
15 requirement may not be granted paid absence from their work site for the interviews.

16 15.2.2 City-wide vacancy circulars and addendums will be available to the President of  
17 the Union and to the listed Stewards as provided to the Human Resources Department  
18 and such material may be posted on the Union's bulletin boards.  
19

20 15.2.3 Bid notice, except for continuing advertisements, shall state the position,  
21 classification, duties, shift assignment, work location and rate of pay. The shift  
22 assignment may change as a result of the exercise of shift preference.  
23

24 15.2.4 Vacancies will be posted for at least 5 days within the division, the department  
25 and the City. Qualified divisional employees will be given consideration. The intent of this  
26 process is to give serious consideration to enhance career advancement opportunities to  
27 the best-qualified employees from the division first.  
28

29 15.2.5 Employees who apply for an advertised position, but do not meet the  
30 qualifications will be notified in a timely manner by the Human Resources Department.  
31 Any employee interviewed for a position, and not selected will be notified in writing within  
32 fifteen (15) working days from the time a candidate is selected to fill the vacancy.  
33

34 15.2.6 Upon request of the Union President he/she, the Director of Human Resources  
35 and the Director of the Office Human Resources will meet on a quarterly basis to review  
36 and discuss problems with the promotional process.  
37

38 15.2.7 At the discretion of the Department Director, late bids may be accepted on  
39 divisional and departmental advertisements to accommodate employees not receiving  
40 notice of vacancies in a timely manner.

## 41 16. UNIFORMS, WORK DRESS

42

43 16.1.1 All members of this bargaining unit shall be required to abide by reasonable and  
44 appropriate dress standards, as determined by management, based upon the  
45 requirements of the job.  
46

47 16.1.2 If any changes in the dress code are necessary in a work unit, the employee  
48 affected will be allowed the opportunity to provide input prior to any changes being  
49 made.

1 17. OCCUPATIONAL HEALTH and SAFETY

2  
3 **17.1 Safe and Healthy Working Conditions**

4  
5 17.1.1 The City and Union agree within forty-five days of the signing of this contract, to  
6 form a committee to review, initiate, and monitor safety procedures, policies, and  
7 practices within this bargaining unit. This committee will:

8  
9 17.1.1.1 Evaluate previous bargaining unit injuries to determine priorities for  
10 remedial action.

11  
12 17.1.1.2 Focus the efforts of the City Loss Prevention Division for providing a  
13 safer workplace for White Collar employees.

14  
15 17.1.1.3 Conduct surveys in the work site to help establish new safety initiatives.

16  
17 17.1.1.4 Develop safety awareness among employees and management. This  
18 committee shall have equal representation selected by the City and the Union.

19  
20 17.1.1.5 The committee will not initiate or recommend disciplinary actions.

21  
22 17.1.2 The City shall maintain working conditions at a level consistent with federal and  
23 state health and safety standards. Any alleged violation of this provision may be  
24 addressed through the City's established Executive Safety Committee. If the Union is not  
25 satisfied with the Committee's disposition of a health and/or safety complaint, the Union  
26 may appeal the decision through this Agreement's Grievance Procedure or with the  
27 appropriate state or federal agency.

28  
29 **17.2 Emergency Transportation**

30  
31 17.2.1 Ambulance service, when required, shall be requested immediately to take on-  
32 duty injured employees to an Albuquerque hospital.

33  
34 **17.3 Injury Time**

35  
36 17.3.1 Injury Time shall be applied in accordance with the Merit System Ordinance and  
37 Personnel Rules and Regulations.

38  
39 17.3.2 Injured or disabled employees will be accommodated in accordance with  
40 applicable Law.

41  
42 17.3.3 Employees who exhaust their sick leave after using their injury leave benefit will  
43 be paid their vacation leave balance in a lump sum and may be granted leave without  
44 pay up to one year.

45  
46 17.3.4 It is understood that I-Time protects compensation at full pay (take home pay). It  
47 is further understood that each normal work hour is protected at full pay (hourly rate) up  
48 to 960 hours of protection. The I-Time protection of income, hour by hour, and Worker  
49 Compensation benefit will continue as provided by law.

1 18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION

2  
3 **18.1 Training and Education**

4  
5 18.1.1 The City, Union and Office of Career Development agree to meet within 60 days  
6 to identify areas where a certification and training program may be implemented to  
7 benefit employee career advancement and the requirements of the City for productivity.  
8

9 18.1.2 In accordance with this subsection, upon the identification of areas where  
10 certification and training are to be implemented, the City and the Union will meet and  
11 confer to ensure a positive and productive transition.  
12

13  
14 **18.2 Educational Leave**

15  
16 18.2.1 Employees are encouraged to pursue job related educational opportunities under  
17 the City's educational assistance program.  
18

19 18.2.2 The conditions of Educational Leave will be administered according to the  
20 Personnel Rules and Regulations, Section 502.2 or as amended.  
21

22 18.2.3 An employee who successfully completes a "Train the Trainer" program  
23 approved by the City will be certified as an eligible employee trainer. If the City and the  
24 Union jointly identify areas where these trainers are utilized for training purposes, the  
25 certified trainer will receive a training differential. The differential shall be negotiated by  
26 the City and the Union and memorialized by the parties through a memorandum of  
27 understanding.  
28

29 **18.3 Licenses and Certifications**

30  
31 **This section intentionally left blank**

32 19. POSITION DESCRIPTIONS and SPECIFICATIONS

33  
34 **19.1 Position Specifications**

35  
36 19.1.1 The official job description of any position within this bargaining unit shall be  
37 maintained by the Human Resources Department. The official job description of any  
38 position may be reviewed by the Union or the employee for the employee's given  
39 position at any time. Any changes or revisions in the official job descriptions will be  
40 provided to all affected employees in a timely manner. A copy of the official job  
41 description of any bargaining unit position, which is the subject of a grievance, will be  
42 provided to the Union President/designee.  
43

44 19.1.2 It is recognized that job descriptions generally describe jobs performed within the  
45 City but do not precisely define each specific task an employee may be required to  
46 perform as related to the employee's job description.  
47

1 19.1.3 The City will provide the Union President/designee all proposals of job  
2 description changes with a reasonable amount of time for review and input.  
3

4 19.1.4 Upon receipt of proposed or actual changes in an employee's job description, the  
5 Union may provide input and/or recommend effective alternatives through the Human  
6 Resources Department.  
7

8 19.1.5 Employees will not be required to perform duties outside their classification as a  
9 regular assignment. The Union may bring complaints for working outside classification to  
10 the Office of Human Resources for resolution. Employees working in a higher  
11 classification will be compensated as provided for in Section 20.2 of this Agreement.  
12 Lead employees may oversee and coordinate the work of other bargaining unit  
13 members, but shall not have the authority to hire, terminate, discipline, transfer or layoff  
14 other employees.

## 15 20. PROMOTIONAL PROCEDURES and POLICIES

### 16 **20.1 Qualifications for Promotion**

17  
18  
19 20.1.1 Selection for interview, promotion and transfer is made on the basis of education,  
20 experience, training, skills, other abilities, and job performance. When these criteria are  
21 equal, seniority will be the deciding factor.  
22

23 20.1.2 Bargaining unit employees will be seriously considered for bargaining unit  
24 positions prior to outside applicants provided they are qualified by the department and  
25 the Human Resources Department.  
26

### 27 **20.2 Temporary Upgrades**

28  
29 20.2.1 The City may temporarily assign an employee to perform the duties of another  
30 position if the employee is qualified to temporarily assume the duties of the assignment.  
31 Upgrade assignments shall be rotated within the work unit among qualified personnel as  
32 equitably as possible.  
33

34 20.2.2 The upgrade pay will be as follows:  
35

36 20.2.2.1 Any employee assigned by management who temporarily performs all  
37 of the duties and assumes all of the responsibilities of a position within the White  
38 Collar bargaining unit graded higher than the one the employee holds will receive  
39 a 10% increase.  
40

41 20.2.3 The City will discourage frequent assignment of employees below their regular  
42 classification and shall not lower a person's pay if he/she is temporarily assigned the  
43 duties of a lower classification.  
44

### 45 **20.3 Classification/ Recognition**

46  
47 20.3.1 The City will not engage in reclassification actions, the result of which would be  
48 to remove classifications from the bargaining unit to classifications outside the  
49 bargaining unit without first giving notice and providing input from the Union. If any

1 disputes exist as to the exclusion of a re-evaluated or reclassified position from the  
2 bargaining unit, the parties shall submit their respective positions to the City  
3 Labor/Management Relations Board for final decision. This is not intended to apply to or  
4 prohibit the updating or modification of job descriptions that exist and continue to remain  
5 in this bargaining unit. The parties agree that Section 3-2-5 and 3-2-15 of the Labor-  
6 Management Relations Ordinance applies to classification of bargaining unit employees.

7 **21. PERFORMANCE EVALUATIONS and APPRAISALS**

8  
9 21.1 Any employee may review a negative performance evaluation appraisal through  
10 the chain of command up to the Department Head. An employee shall not be required to  
11 sign a negative performance evaluation appraisal.

12 **22. PERSONNEL FILES and RECORDS**

13  
14 **22.1 Employee Records**

15  
16 22.1.1 A copy of any material pertaining to an employee's performance or to disciplinary  
17 actions to be placed in the employee's personnel file must be presented to the employee  
18 for signature and review.

19  
20 22.1.2 All employees shall be allowed to review the contents of their personnel file  
21 during normal working hours (8:00 am to 5:00 pm) with the exception of medical files.  
22 Reasonable requests for copies or documents in the file shall be honored and  
23 reasonable charges made for such copies.

24  
25 22.1.3 Only the file kept in the Human Resources Department will be used for  
26 interdepartmental interviews.

27  
28 22.1.4 For the purposes of interviews, working files may be viewed by departmental  
29 authorized personnel. Departmental working files will be viewed by employees upon  
30 request to their immediate supervisor at a time mutually agreeable to by both parties.  
31 Departmental working files may be purged once a year by the Division Manager or  
32 Departmental Director. For the purposes of material to be placed in an employee's  
33 personnel file, documents will be signed by the employee and management as to receipt  
34 of that document. This will only signify that the employee has read and received a copy  
35 of that document.

36  
37 22.1.5 Human Resources Department files are a permanent record of an employee's  
38 performance with the City of Albuquerque. Personnel files shall be retained in  
39 accordance with State law.  
40

41 **23. CONDITIONS of EMPLOYMENT**

42  
43 **23.1 Workplace Conduct**

44  
45 23.1.1 The City and the Union mutually agree to comply with applicable City policy  
46 concerning workplace conduct. Employees shall not use insulting, abusive or offensive

1 language toward the public or co-workers. Ethnic or sexist jokes, slurs and other  
2 comments or actions that might embarrass or offend others are prohibited. Employees  
3 shall not harass others by making sexual advances or by creating an intimidating or  
4 offensive working environment or by making false accusations regarding such conduct.  
5 Display of visual materials that may be sexually or racially offensive is also prohibited.  
6

7 23.1.2 Other prohibited workplace behavior includes intimidation, verbal threats,  
8 physical assault, vandalism, arson, sabotage, the unauthorized display, possession or  
9 use of weapons in the workplace, jokes or comments regarding violent acts which are  
10 reasonably perceived to be a threat, or any other behavior reasonably perceived to be a  
11 threat of imminent harm against an employee or member of the general public.  
12

## 13 **23.2 Drug Testing**

14  
15 23.2.1 The City and the Union agree that establishing a drug free workplace is a priority  
16 that requires the cooperation of the parties. To that end, the parties will meet with the  
17 Substance Abuse Policy Review Board, Human Resources Department, Risk  
18 Management Division and the Legal Department to discuss problems and possible  
19 changes to the current testing procedures. The City will provide necessary training to  
20 employees regarding drug testing policies and procedures. The Union will be given the  
21 opportunity to provide input to improve the effectiveness of employee training efforts.  
22

23 23.2.2 The City will comply with all applicable Federal, State and City laws.

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

### 25 **24.1 Disciplinary Actions**

26  
27  
28 24.1.1 Employee investigations and notices of contemplated disciplinary actions shall  
29 be implemented in the following manner:  
30

31 24.1.1.1 If an employee is not placed on investigation, disciplinary process shall  
32 be initiated against an employee no later than ten (10) work days after the  
33 employee's supervisor knew or reasonably should have known of the act that  
34 caused the disciplinary action to be initiated.  
35

36 24.1.1.2 For the purposes of this provision only, "initiated" shall mean the written  
37 communication of a notice of contemplated disciplinary action to the employee.  
38

39 24.1.2 In the event discipline is to be implemented, action will be initiated within ten (10)  
40 working days of the commission, omission or discovery of the act. In cases requiring  
41 lengthy investigation, disciplinary action will not be initiated until the facts have been  
42 established.  
43

44 24.1.3 A hearing shall be convened to allow the employee and the employee's  
45 representative the opportunity to explain the reasons for the employee's actions or lack  
46 of action, which may result in disciplinary action other than an oral reprimand. In  
47 notifying the employee of the measure of discipline to be imposed, it is recognized that  
48 the employee has the right to have Union representation. Within 72 hours prior to the  
49 pre-determination hearing the employee and the employee's representative will be

1 allowed the opportunity to review all evidence relevant to allegations/charges against the  
2 employee. The employee may request copies of evidence. Management will make a  
3 reasonable effort to accommodate such requests, at the employee's expense.  
4

5 24.1.4 The City may discipline employees for just cause. The level of discipline shall be  
6 commensurate with the level of the infraction, taking into consideration the operational  
7 requirements of the employee's work unit. Management shall evaluate options for  
8 imposing progressive discipline prior to the issuance of written reprimands and  
9 suspensions.  
10

11 24.1.5 City management is encouraged to utilize positive corrective action as a method  
12 of aiding employees in avoiding work rule violations and assisting in employee  
13 development. Although the parties hope that such corrective action will be a positive  
14 interaction between the employee and management, it may also be used to demonstrate  
15 management's attempts to improve the employee's performance.  
16

17 24.1.6 If management has a need to correct an employee regarding the employee's  
18 conduct or to correct the handling of the employee's work it shall normally be done in  
19 private. If a problem on this issue arises, the Union shall initiate a meeting with the Office  
20 of Human Resources to attempt to resolve the concerns at the earliest opportunity.  
21

22 24.1.7 In cases where management determines a suspension is warranted, they are  
23 encouraged to utilize the provisions of the Merit System Ordinance that allows for  
24 working suspensions of up to 5 days. Management shall determine whether or not the  
25 suspension of up to 5 days is with or without pay.  
26

27 24.1.8 Prior to the identification of discipline to be imposed by management, the  
28 employee on the employee's own will be given the opportunity to prescribe his/her own  
29 discipline. If the employee's proposal is accepted by management, the issue shall be  
30 considered settled and the action shall not be grieved.  
31

32 24.1.9 Prior to the filing of an appeal the Union President/Designee shall attempt to  
33 resolve the discipline imposed. An extension of the ten (10) day time frame may be  
34 agreed upon by both parties.  
35

## 36 **24.2 Investigations**

37

38 24.2.1 If the employer decides to conduct an investigation the employer shall submit a  
39 written notification of investigation to the effected employee no later than twenty (20)  
40 business days after the employer knew or reasonably should have known of the act for  
41 which the investigation is being initiated. For the purposes of this section, the employer  
42 is defined as the department director or his or her designee. Any supervisor who knows  
43 or reasonably should have known of the act which is being investigated must  
44 immediately notify the department director.  
45

46 24.2.2 An employee disciplinary investigation shall normally not exceed ninety (90) days  
47 from the date an employee receives a notice of investigation as cited in paragraph 3  
48 herein. The affected employee or the Union, if designated by the employee, may request  
49 periodic verbal status reports on the investigation from the employee's supervisor. The  
50 requests will be granted provided the supervisor shall not be required to provide

1 information that might jeopardize the investigation process. If the investigation exceeds  
2 ninety (90) days, the employee shall receive a written notice of the extension from the  
3 employee's supervisor, or the supervisor's designee, no later than ninety (90) days after  
4 the employee received the initial notice of investigation.

## 5 25. GRIEVANCE and APPEAL PROCEDURES

### 6 7 **25.1 Grievance Procedure**

8  
9 25.1.1 Nothing in this Agreement shall prevent any employee from instituting or  
10 pursuing any grievance on the employee's own behalf or with the assistance of the  
11 Union, in accordance with the provisions of the Merit System Ordinance.

12 25.1.2 The aggrieved employee may have Union representation at any step in the  
13 grievance process.

14  
15 25.1.3 As a condition of employment, employees are required to appear as witnesses in  
16 grievance hearings when requested by the aggrieved employee or by the City. Requests  
17 for the appearance of witnesses will be made through the Office of Human Resources.  
18 An employee called as a witness during working hours shall be paid at the employee's  
19 regular rate of pay. The employee will be required to return to work when he/she is no  
20 longer needed as a witness.

21  
22 25.1.4 Employees called as witnesses during time off shall be paid at straight time for  
23 the time spent at the hearing by whichever party is requiring the employee to appear.  
24 This time is not considered time worked for the purpose of computing overtime  
25 compensation.

26  
27 25.1.5 An officer or steward will be allowed reasonable time off with pay to represent an  
28 employee during a pre-determination or grievance hearing.

29  
30 25.1.6 The Union President and the Office of Human Resources will meet as necessary  
31 to review the disciplinary actions, pending grievances, and other matters of mutual  
32 concern in an attempt to resolve these problems informally.

33  
34 25.1.7 In lieu of scheduling a pre-determination hearing, an employee and the  
35 employee's department director may agree in writing to attempt to resolve a disciplinary  
36 action through mediation, as coordinated through the City Legal Department. Discipline  
37 will be resolved and concluded by mutual agreement.

38  
39 Mediation may be invoked by the parties by mutual agreement at any step during the  
40 Grievance procedure. Any pending timelines at that time shall be suspended during the  
41 course of mediation without prejudice to either party.

42  
43 25.1.8 If an employee wishes to appeal a termination disciplinary action that is subject  
44 to the Grievance Procedure, the employee shall elect to use this Grievance Procedure or  
45 the City's Merit System Ordinance to appeal the action. If the employee decides to use  
46 the City's Merit System Ordinance to appeal a termination disciplinary action, the  
47 employee shall appeal the disciplinary action in writing and in accordance with the Merit  
48 System Ordinance no later than ten (10) days after the employee receives the written  
49 notice of disciplinary action. An employee who decides to use this Agreement's

1 Grievance procedure to appeal a termination disciplinary action shall appeal the  
2 disciplinary action by filing a written grievance no later than fourteen (14) days after the  
3 employee received the written notice of disciplinary action. If the employee decides to  
4 use this Agreement's Grievance procedure to appeal the termination disciplinary action,  
5 the employee may not also use the Merit System Ordinance to appeal the action. If the  
6 employee utilizes the Merit Systems Ordinance appeal procedures, the employee may  
7 not use this Agreement's Grievance Procedure appeal procedures. Bargaining unit  
8 employees will not use the Grievance (Resolution) Committee (GRC) provision of the  
9 Merit System Ordinance. This decision shall be irrevocable. If the Union, at a later date,  
10 decides that the employee's grievance is not meritorious and withdraws the grievance,  
11 the employee may not submit an appeal through the Merit System Ordinance. The  
12 provision set forth herein shall not conflict with any state or federal law.  
13

14 25.1. 9 A grievance shall be defined as an alleged violation of a specific provision of this  
15 Agreement. Discipline grievances shall be appealed in accordance with the City's Merit  
16 System Ordinance. A grievance shall be filed in writing with the employee's department  
17 director no later than ten (10) working days after the employee knew or reasonably  
18 should have known that a grievance has occurred. No later than ten (10) working days  
19 after the director receives the written grievance, the director shall submit a written  
20 response to the Union. A copy will be sent to the Human Resources Officer.  
21

## 22 **25.2 Appeals**

23  
24 25.2.1 If an employee or the Union is not satisfied with the director's written disposition,  
25 or if the department director does not submit the director's decision within the ten (10)  
26 work day time limit set forth above, the Union may appeal the grievance to the Human  
27 Resources Director no later than ten (10) working days after the employee or Union  
28 received the written disposition or the deadline for the director to issue the disposition  
29 has expired, whichever comes first. The Human Resources Director shall meet with the  
30 grieving employee and the Union no later than fifteen (15) working days after the Human  
31 Resources Officer receives the appeal.  
32

33 25.2.2 The Human Resources Officer will issue a written disposition on the grievance to  
34 the Union and the department director no later than ten (10) working days after the close  
35 of the Human Resources Officer's meeting cited above.  
36

37 25.2.3 If the Union is not satisfied with the Human Resources Officer's written  
38 disposition, or if the Human Resources Officer does not submit the Officer's written  
39 decision within the Human Resources ten (10) working day time limit set forth above, the  
40 Union may appeal the grievance to the City's Labor-Management Relations Board. The  
41 parties will thereafter comply with the Board's rules and procedures.  
42

43 25.2.4 If the Union is not satisfied with the CAO's written disposition regarding a  
44 termination, the grievance may be submitted by the Union to final and binding arbitration  
45 by the Union but not by the individual grievant within fifteen (15) working days after  
46 receipt of the written response by the CAO.  
47

48 25.2.5 Within fifteen (15) working days of the written demand for arbitration, the Union  
49 shall make a request for a panel of seven (7) arbitrators from the Federal Mediation and  
50 Conciliation Service (FMCS) unless the parties by such time agree upon an arbitrator.

1  
2 25.2.6 Within fifteen (15) working days after receipt of a list of arbitrators, the parties  
3 shall confer to select the arbitrator. The Union and the City alternately eliminating names  
4 shall make the selection. The last name remaining shall be the arbitrator. The parties  
5 shall flip a coin to determine who shall strike the first name. If either party fails or refuses  
6 to strike a name from the list, the other party may request that the FMCS unilaterally  
7 appoint an arbitrator to hear the matter. Once an arbitrator is either selected by the  
8 parties or appointed by the FMCS, the arbitrator shall have full jurisdiction.  
9

10 25.2.7 The decision of the arbitrator shall be based upon the facts established by the  
11 testimony and documents presented in the case. The arbitrator shall no power to add to,  
12 subtract from, alter or modify any of the terms of this Agreement, but may give  
13 appropriate interpretation or application to such terms and apply appropriate relief. The  
14 arbitrator shall not have authority to make an award which includes a fine or other  
15 punitive damages or an award of attorney's fees. Each party shall pay one-half (1/2)  
16 of the arbitrator's fees and expenses. The arbitrator's decision shall be final and  
17 binding upon the parties subject to the laws of the State of New Mexico. In  
18 arbitrations challenging a disciplinary action, the City shall have the initial burden of  
19 proof. If the Union initiates a suitable agreement before arbitration, and the City  
20 declines the offer, the City will pay the full cost of the arbitration if the City loses the  
21 case. If the arbitrator orders reinstatement of the employee, the arbitrator's back pay  
22 award shall be limited to pay and benefits for time lost less any compensation the  
23 employee earned after the termination.  
24

25 25.2.8 The Union may use either the Labor Board or binding arbitration for  
26 resolution of alleged contract violations, other written agreements and all discipline  
27 related grievances to the extent set forth herein. During each year of this  
28 Agreement, the Union may use binding arbitration for a maximum of five (5) alleged  
29 contract violations and/or discipline related grievances other than terminations.  
30 Terminations are address under earlier provisions of Section 25 of this Procedure.  
31 Once the Union requests a panel of arbitrators, that action shall be counted as one  
32 arbitration for purposes set forth here.  
33

34 25.2.9 Alleged violations of the commitments set forth in the second paragraph of  
35 the Preamble may be appealed to the City's Equal Employment Office (EEO) for  
36 redress. If the employee is not satisfied with the EEO's disposition of the issue, the  
37 employee may appeal the issue to the appropriate federal or state agency or, if  
38 Administrative Instruction 7-18 is alleged to have been violated and if the protection  
39 alleged to have been violated does not fall under the jurisdiction of a state or  
40 federal agency, the issue may be appealed through this Agreement's Grievance  
41 Procedure.  
42

## 43 26. EMPLOYEE REIMBURSEMENTS

### 44 **26.1 Per Diem and Mileage Reimbursements**

45  
46  
47 26.1.1 Employees required to use their own vehicles in the performance of official City  
48 duties will be paid mileage reimbursement in accordance with State Law and City  
49 Policy.

1  
2 **26.2 Other Employee Reimbursements**  
3

4 26.2.1 If a department requires employees to wear a uniform, the City will provide the  
5 uniforms or make other arrangements with uniform vendors to provide the uniforms.  
6 Employees currently receiving a uniform allowance will continue to receive it at the  
7 current rate, \$600 per year prorated on a biweekly basis, through the term of this  
8 agreement. It is understood by the employee that failure to comply with the uniform  
9 policy may result in disciplinary action.

10  
11 26.2.2 If an employee's eyeglasses, contact lenses or hearing aids are damaged as a  
12 direct consequence of performing the employee's job duties and also are not due to  
13 the employee's negligence, the City will reimburse the employee at a reasonable cost.

14 27. EMPLOYEE LIABILITY COVERAGE

15  
16 **This section intentionally left blank**

17 28. EMPLOYEE ASSISTANCE PROGRAMS

18  
19 **This section intentionally left blank**

20  
21 **28.1 Employee Assistance Program**

22  
23 **28.2 Critical Incident Stress Debriefing**

24 29. EMPLOYEE VEHICLE USAGE

25  
26 **This section intentionally left blank**

27 30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION

28  
29 **This section intentionally left blank**

30 31. FIREARMS

31  
32 **This section intentionally left blank**

33 32. CITY PROVIDED EQUIPMENT and TOOLS

34  
35 **This section intentionally left blank**

36  
37 32.1 Storage will be provided by the City for City equipment.

38 33. EMPLOYEE INCENTIVE PROGRAMS

39  
40 **This section intentionally left blank**  
41

1 **33.1 Employee Recognition Program**

2  
3 **33.2 Sick Leave Incentive Program**

4 **34. EMPLOYEE PAYROLL DEDUCTIONS**

5  
6 **This section intentionally left blank**

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

8  
9 **35.1 Layoffs and Recalls**

10  
11 35.1.1 If it becomes necessary to have a reduction in the work force in the City,  
12 employees will be laid off in reverse order of seniority within classification. Seniority for  
13 the purposes of Layoff and Recall is defined as a full-time permanent employee with the  
14 City (date of hire) applied to the classification held. Seniority will be retained in any  
15 previously held classification.

16  
17 35.1.2 The City shall notify the Union at least thirty (30) days prior to any reduction in  
18 force. The Union will be afforded the opportunity to meet with the City to discuss the  
19 circumstances requiring the layoff and any proposed alternatives. Employees laid off  
20 due to a reduction in work force will be called back to work by classification in their  
21 seniority order.

22  
23 35.1.3 Laid off employees have the responsibility of keeping the City informed as to  
24 their correct mailing address. The City will advise the employee to be recalled by  
25 certified or registered United States Mail. A copy of such recall notice will be furnished to  
26 the President of the Albuquerque Clerical and Technical Employees Union. An employee  
27 upon receiving notice of recall, will, within seven (7) working days, acknowledge receipt  
28 by certified or registered mail advising the Director of Human Resources of the date  
29 he/she will be available for service, which available date must not be later than thirty (30)  
30 calendar days from the date the employee receives the recall notice. Employees failing  
31 to comply with this section will forfeit their recall rights. It is understood that the City will  
32 have discharged its obligation of notification to laid off employees by having forwarded  
33 the recall notice as herein outlined. Employees shall retain seniority held at time of  
34 layoff.

35  
36 35.1.4 The CAO and the Director of the Human Resources Department are responsible  
37 for approving all layoffs and offering transfers or placement offers to employees facing  
38 layoff. Employees in layoff status will be terminated two (2) years from the effective date  
39 of layoff if they have not been placed or upon refusal to accept an offer of placement into  
40 a position of equal grade or comparable pay.

41  
42 35.1.5 No new employee will be hired in the C series jobs until all laid off qualified  
43 employees in the bargaining unit have been given the opportunity to return to work.  
44 Employees will be given notice of ten (10) working days prior to being placed on layoff  
45 status.

1 35.1.6 An employee downgraded from one position to another due to a reduction in  
2 workforce will be placed on the step of the new grade which provides an hourly rate that  
3 is as close as possible to the hourly rate the employee was paid at the at the employee's  
4 former grade. The employee, however, shall not receive a higher hourly rate at the new  
5 grade and step than the employee received at the employee's old grade and step unless  
6 the Human Resources Director, at the Director's sole discretion, places the employee at  
7 a higher rate.  
8

9 35.1.7 Laid off employees can bid on City advertisements.

10 36. RESIGNATION and RETIREMENT

11 **This section intentionally left blank**

12 37. RULES and REGULATIONS

13 **This section intentionally left blank**

14 38. PRIVATIZATION and CONTRACTING OUT

15  
16 **38.1 Contracting for Services**  
17

18 38.1.1 If the Employer anticipates the contracting out of Employer services on a  
19 permanent basis that have historically been performed by bargaining unit employees,  
20 the Employer shall notify the Union President in writing of the Employer's intentions no  
21 later than thirty (30) days prior to implementing the anticipated action or when the issue  
22 is included in the Mayor's annual budget request.  
23

24 38.1.2 The Union may request to meet and confer with the Employer to discuss the  
25 anticipated action prior to implementation. The request shall be granted.  
26

27 38.1.3 Upon request, the Employer shall provide data and other information in the  
28 Employer's possession that is related to the anticipated action and that will assist the  
29 Union in its development of a response to the Employer's action.  
30

31 38.1.4 The Union shall be allowed the opportunity to present arguments and data to the  
32 Employer to counter the Employer's anticipated action prior to the Employer's anticipated  
33 action.  
34

35 38.1.5 If the Employer decides to issue a request for proposals (RFP) for contracting out  
36 the services, the Union shall be provided with a copy at the same time other vendors are  
37 provided a copy.  
38

39 38.1.6 The City agrees to contract out bargaining unit positions only as necessary to  
40 meet staffing shortages. This provision applies to the utilization of both City temporary  
41 employees and temporary employees employed by an outside agency (e.g. Westaff,  
42 etc.) who are contracted to work in City-run facilities or services. The Union will conduct  
43 an annual review of contracted positions commencing in January. The Union and the  
44 Office of Human Resources will meet and confer where conflicts arise pertaining to  
45 contracted positions.

1 39. STRIKES and LOCKOUTS

2 **This section intentionally left blank**

3 40. GENERAL ADMINISTRATIVE PROVISIONS

4  
5 **This section intentionally left blank**

6  
7 **40.1 Non-Discrimination**

8  
9 **40.2 Memoranda of Understanding (MOU)**

10  
11 **40.3 Complete Agreement/ Zipper Clause**

12  
13 40.3.1 It is understood and agreed by and between the parties hereto agree that this  
14 Agreement is the only existing agreement between the parties and that this Agreement  
15 replaces any and all previous agreements.

16 **40.4 Savings Clause**

17  
18 40.4.1 Should any part of this Agreement or any provision contained herein be  
19 declared invalid by any tribunal of competent jurisdiction, the validity of the remaining  
20 portions shall not be affected Should this occur, the parties will immediately meet to  
21 negotiate a suitable provision to replace the provision held invalid.

22  
23 **40.5 Term of Agreement**

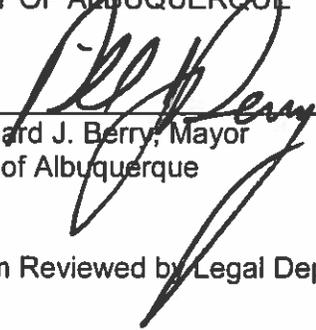
24  
25 40.5.1 This agreement is effective on the first full pay period following ratification and  
26 signature by the parties or the first full pay period following July 1, 2016, whichever  
27 occurs later, and shall remain in full force and effect through June 30, 2018.  
28  
29

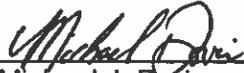
1 **SIGNATURES**

2  
3 IN WITNESS WHEREOF, the parties have signed their names and affixed the  
4 signatures of their authorized representatives on this 3 day of September  
5 \_\_\_\_\_, 2016.  
6

7  
8 CITY OF ALBUQUERQUE

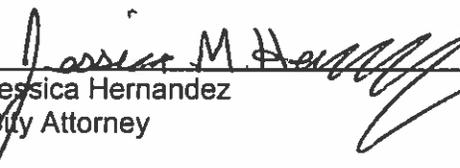
AFSCME Local 2962

9  
10  
11 *RJP*  
12   
13 Richard J. Berry, Mayor  
14 City of Albuquerque  
15

  
16 Michael J. Dorin  
17 President

18 Form Reviewed by Legal Department

(Seal)

19  
20 *MMK*  
21   
22 Jessica Hernandez  
23 City Attorney

  
24 Natalie Howard  
25 City Clerk