

**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 July 1, 2023 through June 30, 2026**

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## **AGREEMENT**

### **0. RECITALS**

#### **0.1 Preamble**

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

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

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

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

#### **0.2 Authority**

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

#### **0.3 Scope of Agreement**

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

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

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

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

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

#### 0.4 Recognition

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

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

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

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

### 1. GENERAL LABOR/ MANAGEMENT PROVISIONS

#### 1.1 Fair Share/ Agency Fee

This section intentionally left blank

#### 1.2 Dues Checkoff

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

1.2.2 Employees promoted to a position outside the bargaining unit will be automatically withdrawn from the Union.

1.2.3 Employees wishing to terminate dues deduction may do so within five (5) calendar days following their employment anniversary date during the City's business week (Monday thru Friday) of their anniversary of employment with the City of Albuquerque. The Union is responsible to provide dues deduction and termination cards. Termination cards must be signed by the Union President or designated local officer, then forwarded to payroll for processing within two (2) workweeks of receipt. Employees will be responsible for knowing the date of their anniversary and the City will not be responsible to remind them.

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

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

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

1.2.7 Notice will be given to the Union President within ten (10) City business days when a bargaining unit employee's employment status has changed to outside the bargaining unit, including a change to retirement status.

### 1.3 Union Rights

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

1.3.2 The amount of .14% was set aside from the three percent (3%) appropriated by the City for salary increases in FY 2015, in order to fund the recurring cost of Union Time for the following AFSCME collective bargaining units: Local 624 (Transit), Local 624 (Blue Collar), Local 1888, and Local 2962. The recurring funds to cover the cost for Union Time shall be replenished each year in the amount of \$131,000 and shall be replenished for each year thereafter of this Agreement. Deductions from this pool shall be calculated using the actual burdened wage rate of the union representative using the time (to include employee insurance, PERA, Retiree Health, Employer FICA portion, Life Insurance, Insurance Admin Fee, and unemployment. The Employer will provide, upon request up to

six (6) times per fiscal year, the balance expended and remaining on the set aside fund; the Employer will provide, upon request up to two (2) times per year, hours/expenditures by employee.

Except for the following circumstances, the hours spent to perform union business as defined under this section will not count as hours worked for the computation of overtime. Union time performed by up to five stewards (only), designated by the President, for up to four hours per week for each steward, whether or not part of that steward's regularly scheduled workweek, will count towards the calculation of overtime. The stewards will not enter time for union time performed in excess of four (4) hours of union time per week. The Union set-aside will compensate the steward for union time at the regular rate of pay; City funds will compensate the steward for the overtime portion (for instance, if a steward worked four (4) hours overtime, and all that time was union time, then four (4) hours would be paid from the set-aside, and two (2) hours from City funds). Only union representatives identified and authorized by the union in advance are allowed to draw on the pool of union time. Such time will be deducted from the pool at the burdened wage rate. The union shall maintain a current list of authorized union representatives with the City. In extenuating circumstances, the parties may authorize the addition of representatives to draw from the pool. An authorized representative shall request the use of union time at least a minimum of twelve (12) hours in advance from their respective department; such requests are subject to approval by their supervisor. Requests for union time will be accepted verbally, text, email, or by a phone call to their immediate supervisor. Approval shall not be unreasonably denied and shall be denied only in cases of emergency. Where the Employer sets a meeting for which union time may be used (for investigation interviews, predetermination hearings and grievance hearings), but provides the employee with less than five (5) City Business Days' notice, the Employer shall allow the Union to use Union time for such an event. City Business Days throughout this contract are defined as Monday through Friday, excluding Holidays recognized by the CAO. The Employer shall grant Union Time for Union Representatives to attend these meetings. Parties may waive these deadlines upon mutual agreement.

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

For Union Presidents. Union business is defined as business performed by designated union representatives which facilitates the applications of this agreement, assists in employee management matters, resolves conflicts, assists in positive labor/management relations between Employees and the City or which involves matters directly related to representation of the bargaining unit members—to include the Albuquerque Bernalillo County Water Utility Authority (ABCWUA)—which are also beneficial to the City of Albuquerque. This shall include preparation for and attendance of pre-determination hearings, grievances, meetings scheduled between the Union and the City, Labor Board filings, and Personnel Board filings. In their absence, Union Presidents may designate persons to use president's time. Union time performed by the President within the President's regularly scheduled forty (40) hour workweek will count toward the calculation of overtime. The President will not enter time for union time performed outside the President's regularly scheduled forty (40) hour workweek. The Union set-aside will



compensate the President for union time performed during the President's regularly scheduled forty (40) hour workweek; City funds will compensate the President for overtime. (For instance, if a President worked twelve (12) hours overtime, and all that time was union time, then twelve (12) hours would be paid from the set aside, and six (6) hours from City funds).

Unless otherwise approved by the Human Resources Officer, one (1) steward shall be granted Union time leave with pay for any single hearing.

President's Time Local 2962 Clerical and Technical Employees. The Union President or his/her designee shall be allowed a total of up to 20 hours per week to perform Union business.

1.3.3 Local Union officers and stewards may be allowed sufficient time off without pay for legitimate Union business such as Union membership meetings, conventions, conferences, workshops, etc. Upon approval, the employees shall have the option of utilizing any accumulated vacation time in lieu of taking such leave without pay. Such approval shall not be unreasonably withheld, nor shall it be considered unreasonable for management to deny such approval when in the opinion of management, production or staffing requirements are affected by such absence. To request leave for time off without pay, the employee shall notify his supervisor; the supervisor will use KRONOS and inform the HR Director or her designee of the request. The City will not prorate, nor eliminate sick and vacation leave accruals for employees on approved unpaid leave for union activities.

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

1.3.5 Any representation other than those rights set forth above in this section by City employees other than the designated representatives is to be performed during non-duty hours or while on vacation time. Any request for vacation time under this section must be approved in advance in accordance with City and department policies and procedures. If the President is to attend interviews or a proceeding on one of his two (2) regularly scheduled days off, then the President may take off from work one of his two (2) regularly scheduled shifts during which he does all union business. This agreement is limited to eight (8) hours per week in a block. The President will notify the person to whom he reports of the exchange as soon as possible.

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

1.3.7 The City agrees to notify the Union President or designee and all City employees in the bargaining unit of nominations, elections or appointments of individuals to the Personnel Board, Labor-Management Relations Board, Substance Abuse Policy Review

and Appeals Board and other committees that may be formed within the life of this contract.

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

#### 1.4 Employer Rights

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

#### 1.5 Labor Management Meetings

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

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

1.5.3 Labor-Management meetings may include up to three (3) Union representatives, but may proceed with one (1). Additional union attendees will be mutually agreed upon by the City and the Union.

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

#### 1.6 Bargaining Unit Information, Accretion

This section intentionally left blank

#### 1.7 Requests for Information

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

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

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

## 1.8 City Systems

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

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

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

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

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

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

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

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

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

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

## 2. PAY PROVISIONS

### 2.1 Pay Schedule

2.1.1 For the fiscal year from July 1, 2023 through June 30, 2024, bargaining unit employees' hourly rate of pay will be increased by 3.5%, effective on the first full pay period following ratification by the membership, approval by the Mayor, and signature by the parties. For FY25, beginning July 1, 2024, bargaining unit employees' hourly rate of pay will be increased by a minimum of 3.0%, effective on the first full pay period following July 1, 2024, regardless of whether non-economic negotiations remain open. For FY26, beginning July 1, 2025, bargaining unit employees' hourly rate of pay will be as appropriated by the City Council and signed by the Mayor effective on the first full pay period following July 1, 2025, regardless of whether non-economic negotiations remain open.

The Mayor's proposed budget for FY25 will include the minimum 3.0% increase in the hourly rate of pay. It is understood by the parties that: the implementation of any wage and/or benefit increases are subject to City Council budget appropriation; that there shall be no retroactive compensation benefit in this agreement; and the FY25 increase in hourly wages is contingent on the terms of Section 3-2-19 of the City's LMRO and also approval and appropriation in and for the FY25 budget by the City Council and signature by the Mayor.

2.1.1.1 Bargaining unit employees in Aviation and the NCIC Reporting Unit receive a differential of \$2.00 per hour provided those employees meet the qualifications of the position, including certification(s) required for all employees in those two units.

2.1.3 Shift Differential Pay: The Swing Shift differential pay shall be seventy (\$0.70) cents per hour. The Graveyard Shift differential pay shall be ninety (\$0.90) cents per hour.

2.1.4 Bilingual Pay: During duration of this Agreement, the Parties mutually agree to re-open this 2.1.4 at the request of one Party and also after the City Council and the City Department of Human Resources complete their recommendation for compliance with R 23-103; this mutual agreement does not count as an "opener" as set forth in 40.5.1. A Bilingual Specialty Pay will be implemented subject to the limitations set forth below.

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

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

2.1.4.3. No later than December 31, 2021, a maximum of seventy-five (75) applicants shall be tested. For employees who have not previously qualified, testing shall be conducted by December 31 every other year or more often should the need arise. Any proficiency concerns regarding a qualified employee will be brought to the attention of the Human Resources Department. The Human Resources Director or designee may require the employee to retest; an employee will not be required to retest within two years from the date of their last test. The City and the Union may mutually agree to increase the maximum number of applicants and/or increase the Bilingual Pay Differential.

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

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

#### 2.1.6 T-Series Pay

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

2.1.6.2 Pay: A separate T Series pay plan for each employee who meets the requirements as a Call Center Telecommunications Operator, including having successfully completed the requirements for certification as a Call Center

Telecommunications Operator. The employee shall be responsible for providing evidence that the employee has been awarded the certification. The terms of the "ECC Position Raises and Forced Overtime" MOU are incorporated here.

#### 2.1.6.3 Telecommunication Operator 1 & 2 Non-Probationary Pay Plan

##### Telecommunication Operator 1 & 2

| STEP  |          | 1         | 2     |
|-------|----------|-----------|-------|
| GRADE | JOB CODE | Probation |       |
| C1    | 200046   | 23.08     | 24.25 |
| C1C   | 200027   | 25.08     | 26.25 |
| C2    | 200029   | 24.24     | 26.77 |
| C2C   | 200028   | 26.24     | 28.77 |

C1C and C2C = Employees with a valid Public Safety Telecommunicator Certification (\$2.00 additional for Certification)

#### 2.1.6.4 Training pay for APD Communications

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

## 2.2 Longevity Pay for Members

2.2.1 Longevity pay will be paid as follows:

| Years of Continuous Service    | Amount per Pay Period |
|--------------------------------|-----------------------|
| 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               |

## 2.3 Overtime

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

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

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

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

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

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

#### 2.3.6.1 Overtime in the APD Emergency Communications Center

The Parties agree that these terms are applicable only to bargaining unit employees at the APD Emergency Communications Center and only for Involuntary Overtime.

2.3.6.1.1 Management will maintain a list of the mandatory/forced overtime shifts for all employees. This list will be based on the six (6) month shift bid. Employees will be credited for mandatory overtime shifts worked as follows: Employees who work mandatory overtime up to four (4) hours past their normal shift will be credited for one (1) mandatory overtime shift assignment, not to be confused with pay; Employees who are mandated to work more than four (4) hours past their normal shift will be credited with two (2) mandatory overtime shift assignments, again not to be confused with pay.

2.3.6.1.2 Mandatory/forced overtime will be assigned to the employee with the lowest number of credited mandatory shifts completed, with seniority being the tie-breaker.

2.3.6.1.3 An employee who is required to perform at least seven (7) hours of mandatory/forced overtime will be allowed to cancel, without penalty, any voluntary overtime shift scheduled within the twenty-four (24) hours following the mandated shift, so long as notification is made prior to completion of the mandatory shift.

2.3.6.1.4 No employee will be required to work more than sixteen (16) hours in a twenty-four (24) hour period.

2.3.6.1.5 When business needs permit, the employee forced to work mandatory/forced overtime for the second half of a shift will be given an option to work the first half of the shift as voluntary overtime.

2.3.6.1.6. Once an employee completes a shift of more than four (4) hours of mandatory overtime beyond their regularly scheduled shift, they can only be mandated up to four(4) hours the following consecutive day.

2.3.6.1.7 When it is an employee's last work shift of their scheduled work week (also known as their selected shift bid/scheduled Friday), the employee will not be mandated/forced for involuntary overtime without the ECC having exhausted all other same classification c-series coverage options first, including removing the employee who is on their last work shift from the force list. If the on duty forcing options are exhausted, then the ECC may utilize the employee who is on their last work shift of their scheduled work week following 2.3.6.1.2

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

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

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

## 2.4 Compensatory Time

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

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



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

## 2.5 Pay Equity

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

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

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

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

## 3. INSURANCE COVERAGE and BENEFITS

### 3.1 Premium Costs

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

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

### 3.2 Insurance Programs

This section intentionally left blank

### 3.3 Continuation of Health Insurance

This section intentionally left blank

## 4. RETIREMENT PLAN

### 4.1 NM Public Employees Retirement Association

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

4.1.2 The City will continue to provide P.E.R.A. Municipal Member Coverage Plan 3 to members of this bargaining unit.

4.1.3 The City will continue to pay 9.86% of the employee's P.E.R.A statutory contribution.

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

## 5. VACATION LEAVE

### 5.1 Vacation Leave

5.1.1 Vacation leave will accrue on a monthly basis from the date of current permanent employment. A permanent employee separating after the employee has served for one or more consecutive months shall be compensated for unused vacation, not to exceed seventy-eight (78) biweekly accruals computed to the date of separation. Vacation accumulation will be computed as of the last day of the pay period that includes December 31 each year and the excess of seventy-eight (78) biweekly accruals will be dropped from the record. No vacation leave will be granted before it is accrued. Vacation leave will not

be unreasonably denied. When a legal holiday that would have been a regular work day for the employee occurs during vacation, it shall not be charged as vacation leave but as a holiday. Leave without pay may be used to supplement vacation leave up to the maximum amount of vacation utilized. Hours worked in addition to the regularly scheduled work cycle will not entitle an employee to additional benefits. In work units where staffing levels are such that employees are unable to use their vacation accruals, the City and the Union may negotiate to permit vacation sellback by Memorandum of Understanding.

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

5.1.3 When an employee requests vacation leave or sick leave, the employee must have adequate time accrued for the entire request. If adequate time is not accrued, then the request is automatically denied. Leave requests are not approved until the City consents to the request. The previous sentences do not apply to bidding.

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

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

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

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

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

5.1.9 The parties may agree to other methods of scheduling vacation by memorandum of understanding.

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

## **5.2 Vacation Leave Accrual Rates**

| <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                               |

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

### **6.1 Sick Leave**

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

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

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

Employees absent from work where such absence is chargeable to sick leave may be required after three (3) consecutive days or more to provide their supervisor with a doctor's statement certifying the absence from work was due to illness or injury and the employee is now able to perform the essential functions of the job. Any employee taking sick leave shall, upon returning to work, complete a Request for Leave through Kronos, indicating the type of sick leave claimed and the dates of absence.

6.1.4 For sick leave, employees shall contact the designated point of contact at their earliest opportunity and not later than thirty (30) minutes before the schedule beginning of their workday or in the case of Employees assigned to shift work at entities that maintain twenty-four (24) hour operations, two (2) hours prior to the scheduled beginning of their

workday. If the point of contact or designee is not available at the designated phone number, the Employee shall leave a message or text message in accordance with written instructions issued by the Department or Division. An employee does not need to call daily for blocks of approved leave. In the event the Employee is incapacitated, a family member may call in on behalf of the Employee. A sick leave request will normally be verbal but may be in writing if the Employee knows in advance of the necessity for sick leave. See Sections 5.1.3 and 5.1.10

6.1.5 For use of all forms of leave other than vacation, the City may require documentation of the basis for the leave used when the City has a verifiable basis to suspect that the Employee is utilizing the leave for purposes other than those authorized. In regard to sick leave, documentation means information from a doctor of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) in the State in which the doctor practices or any other person determined to be capable of providing health care services under regulations promulgated under the FMLA of 1993, 29 U.S.C., Section 2601, et seq., as amended.

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

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

6.1.6.2 Hospitalization, to include outpatient surgery.

6.1.6.3 Leave taken pursuant to the Family Medical Leave Act.

6.1.6.4 Leave taken as a reasonable accommodation pursuant to the Americans With Disabilities Act.

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

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

6.1.9 If a holiday occurs and an employee is on sick leave the employee will be charged to holiday off.

## 6.2 Sick Leave Conversion

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

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

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

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

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

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

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

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

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

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

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

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

6.2.4 Sick Leave Conversion at Retirement

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

6.2.5 Sick Leave Conversion at Termination

### 6.3 Sick Leave Death Benefit

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

### 6.4 Donation of Sick/ Vacation Leave

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

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

### 6.5 Bereavement Leave

6.5.1 Until January 1, 2024, *current contract language* in 6.5 remains in effect, as follows:

6.5.1 *The City will allow as many as five (5) days accrued emergency leave in cases of death in the immediate family. "Immediate family" for purposes of this subsection is defined as follows: wife, husband, children, stepchildren, brother, sister, parent, grandparent, father-in-law, mother-in-law, foster parent, brothers-in-law, sisters-in-law, foster children, wards or guardians or domestic partner.*

6.5.2 *Emergency annual leave or leave without pay may be allowed to an employee to attend the funeral of a relative not included in the "immediate family" group. An additional day of emergency annual leave or leave without pay may be allowed for every 500 miles traveled from Albuquerque one-way required to attend funeral services for any relative. Proof of death may be requested under 6.5.1 or 6.5.2.*

6.5.2 Beginning January 1, 2024, employees are granted up to five (5) days paid leave for bereavement for a parent (biological or legal), child (biological or legal) or spouse (including domestic partner as defined by the City for employee benefits eligibility).

6.5.3 Beginning January 1, 2024, Employees are granted up to five (5) days emergency sick leave for bereavement for an aunt, uncle, brother, sister, grandparent or grandchild (including linear ancestors or descendants), or any individual for whom the employee is a court appointed legal guardian.

## 6.6 Family and Medical Leave Act (FMLA)

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

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

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

### 6.6.4 Maternity and Paternity Leave:

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

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

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

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

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

## 7. RECOGNIZED HOLIDAYS

### 7.1 Paid Holidays

7.1.1 Holidays for the employees are as follows:

|                               |                                   |
|-------------------------------|-----------------------------------|
| New Year's Day                | January 1                         |
| Martin Luther King's Birthday | Third Monday in January           |
| Presidents Day                | Third Monday in February          |
| Memorial Day                  | Last Monday in May                |
| Juneteenth                    | June 19th                         |
| Independence Day              | July 4th                          |
| Labor Day                     | First Monday in September         |
| Indigenous Day                | 2 <sup>nd</sup> Monday in October |
| Veteran's Day                 | November 11th                     |
| Thanksgiving Day              | Fourth Thursday in November       |
| Day After Thanksgiving        | Fourth Friday in November         |
| Christmas Day                 | December 25th                     |

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

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

7.1.4 All holidays may be designated as a floating holiday by the employee. A floating holiday is available only to those employees who are required to actually work on their holiday. Employees taking this option will accumulate "holiday time" of 1-1/2 hours for each hour worked. Records of "holiday time" will not be added to vacation balances but will be separately tabulated. Employees must use their "holiday time" within 180 days from the date it was accumulated. Employees who fail to use their holiday time within 180 days



will be paid for time accumulated at time and one-half and the time will be stricken from their records. "Holiday time" cannot be converted to cash upon termination of employment.

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

## 7.2 Holiday Pay

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

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

## 8. MILITARY LEAVE

### 8.1 Military Leave of Absence

8.1.1 Employees who are members of the National Guard, Air National Guard, or any organized reserve unit of the Armed Forces of the United States, including the Public Health Services, or any unorganized reserve component shall be granted a maximum of 420 hours of paid military leave per calendar year for the following purposes:

- (1) annual training or drill schedules for annual training and/or
- (2) the employee is mobilized to active duty by the President of the United States in support of operations overseas, in defense of our nation, or in response to national disasters, or in response to an emergency declared by the Governor of New Mexico. This additional leave may be used for regular training, pre-deployment training or active duty service..

8.1.2 An employee's maximum paid military leave shall be 420 hours per calendar year for any and all purposes set forth above.

8.1.3 Employees called to duty for any of the above reasons shall provide either a copy of military orders or alternatively a copy of a letter from their commander detailing the leave for which they are seeking reimbursement to Central Payroll. Additionally, a copy of the employee's military orders or a letter from the officer's commander shall be provided when requesting future leave.

8.1.4 When an employee is called into active service with the National Guard or Air National Guard of New Mexico or any organized unit of the armed forces of the United States, including the public health service, the employee may choose to utilize sick leave for hazardous duty purposes while on the assignment. This provision shall only apply for activations of eighty (80) hours or more.

8.1.5 Employees whose military commitment requires leave time in excess of that granted above may elect:

- (1) to be placed into unpaid military leave of absence status; or
- (2) to use accrued vacation leave, in whole or in part, during their period of military leave. When an employee has used all available paid military leave and paid vacation leave, that employee will be placed into unpaid military leave of absence status for the balance of their military leave period.

## 8.2 Vacation and Sick Leave Accruals While in Military Active Duty Status

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

This accrual shall continue while the employee is in active military duty status and until: 1) the employee returns to City employment; or 2) until the employee notifies the City of their resignation from City employment while in active military duty status; or 3) until the employee notifies the City of their intention not to return to City employment at the end of their active military duty, whichever date is earlier.

Any retroactive vacation or sick leave accrual allowed to an employee in active military duty status between September 12, 2001 and October 1, 2004 may not be converted to cash at the time the employee terminates his employment with the City. This provision shall be administered only with respect to employees who terminate their City employment within twenty-four months of returning to City employment after their completion of activity military duty.

## 8.3 Health Insurance Benefits While in Military Active Duty Status

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

The employee on active military duty status must continue to timely make payment of the employee portion of health insurance premiums to the same extent as if that employee were not on active military duty status. Failure to do so will result in termination of health insurance coverage. It is the obligation of the employee on active military duty status to notify the Benefits Division of the Human Resources Department and to complete all necessary forms and make all necessary elections to ensure that the employee's portion of health insurance premiums are made timely, if the employee wishes to continue to have health insurance coverage.

Provided the employee is and remains current on all required employee contributions to health insurance premiums, the City shall continue to pay the employer portion of health insurance premiums while the employee is in active military duty status and until: 1) the

employee returns to City employment; or 2) until the employee notifies the City of their resignation from City employment while in active military duty status; or 3) until the employee notifies the City of their intention not to return to City employment at the end of their active military duty, whichever date is earlier.

## 9. OTHER LEAVE WITH PAY

### 9.1 Requests for Paid Leave

9.1.1 Leave with pay is available for the following reasons: vacation, sickness, injury, emergency, City business, jury duty, voting, annual military service, education and the employee's birthday. Employees who work on their birthday shall receive an alternate day off that they must schedule with the approval of their supervisor within one calendar year from their actual birthday. This shall not be calculated at time and one-half. For use of all forms of leave other than vacation, the City may require documentation of the basis for the leave used when the City has a verifiable basis to suspect that the Employee is utilizing the leave for purposes other than those authorized.

9.1.2 All requests for leave will be submitted for approval following the Department's procedures, and will have the necessary documentation attached. Except in cases of emergency, the request must be submitted and approved in advance of the requested leave.

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

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

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

### 9.2 Birthday Leave

This section intentionally left blank

### 9.3 Blood Donation Leave

This section intentionally left blank

#### 9.4 Managerial Leave

This section intentionally left blank

#### 9.5 Administrative Leave

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#### 9.6 Hardship Leave

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

#### 9.7 Jury Duty

9.7.1 Any employee who is called to serve required jury duty will be paid the employee's regular pay for the employee's normal scheduled work time while serving on jury duty. The employee shall pay over to the City any fees received for jury duty unless the employee is serving jury duty on his/her normally scheduled days off. For use of all forms of leave other than vacation, the City may require documentation of the basis for the leave used when the City has a verifiable basis to suspect that the Employee is utilizing the leave for purposes other than those authorized.

#### 9.8 Leave to Vote

9.8.1 State Law requires, under certain conditions, all employees who are registered electors be granted two hours with pay between the opening and closing of the polls to vote on all election days. Department directors must grant this time off for voting if requested by employees registered to vote. Department directors should schedule the time taken so that offices remain open during the normal working hours and the work of the department is affected as little as possible. When practicable, the scheduling preferences of the most senior employees will be honored first. For use of all forms of leave other than vacation, the City may require documentation of the basis for the leave used when the City has a verifiable basis to suspect that the Employee is utilizing the leave for purposes other than those authorized.

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

#### 9.9 Leave for Annual Physical Examination

9.9.1 Each employee may utilize one-half (1/2) day paid leave during the applicable fiscal year for the purpose of undergoing a physical examination. The leave shall not be

deducted from the employee's accumulated paid leave. Medical documentation by the employee will be required. The documentation shall verify that the employee used the leave time for the purposes of undergoing a physical examination. The documentation shall not violate the employee's confidentiality rights under federal and state law. Upon approval of an employee's supervisor, this leave may be taken in conjunction with vacation leave or compensatory time.

## 10. LEAVE WITHOUT PAY/ LEAVES OF ABSENCE

### 10.1 Absence Without Authorized Leave

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### 10.2 Leave Without Pay

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

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

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

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

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

### 10.3 Leave of Absence

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## 11. WORK WEEK

### 11.1 Traditional Work Schedules

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

## 11.2 Non-Traditional Work Schedules

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

## 11.3 Other Work Week Provisions

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

11.3.2 Permanent part-time employees are employees who normally work not less than 20 and not more than 40 hours per week. A part-time schedule shall be either half-time (40-hours per pay period) or three-quarter time (60 hours per pay period). The City may flex the hours of a part-time employee within the pay period, provided, however, that the part-time employee's hours are not less than 20 or more than 40 in any work week.

## 12. WORK HOURS

### 12.1 Flex Time

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

### 12.2 Stand-By Time

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

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

12.2.3 It shall be the responsibility of the employee placed on standby status to keep the employee's supervisor informed as to where he/she can be reached. Standby time shall not be considered time worked for the purpose of computing overtime payment. It is

recognized that employees on standby status who are provided pagers are not covered by this section. Employees with pagers are not paid for standby time.

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

### 12.3 Change in Work Hours/ Locations

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

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

12.3.2 The parties recognize that temporary changes in work hours or locations are solely intended to promote productivity, and to allow flexibility to respond to the needs of employees and management in addressing changing work place tasks. For one or more employees, temporary changes in work hours or locations will not exceed 30 calendar days. This language does not condone a pattern of repeated temporary changes.

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

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

### 12.4 Other Work Hours Provisions

#### 12.4.1 Work shifts

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

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

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

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

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

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

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

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

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

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

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

### 13. WORK ASSIGNMENTS

#### 13.1 Work Assignments/ Reorganizations

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

#### 13.2 Light Duty/ Modified Work Assignments

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### 14. SENIORITY

#### 14.1 Seniority Determination

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

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



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

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

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

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

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

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

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

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

## 15. BIDDING and VACANCIES

### 15.1 Shift-Days Off Bid

15.1.1 Employees will be given the opportunity to bid semi-annually on shift or days off in work units where shift work exists. Management shall state the date of the bid, bid administrator, and post and provide a copy of the shifts and days off assignments to the Union President or designee ten (10) CBDs prior to the bid. A Union representative may be present to assist with the bid. It is the responsibility of the union to have a representative present. The bidding process will not be delayed because of a Union representative not being present. There will be a full-time bidding roster for full-time positions and a part-time bidding roster for part-time positions in work units where this applies.

15.1.2 Bidding for shift or days off will commence during the first ten (10) CBDs of the months of January and July. An employee may bid in person (including by phone) during the bid; or in writing (including email) directly to the bid administrator, or by proxy through the Union. The employee's proxy will be honored if submitted prior to the bid. If an

employee fails to adequately bid in one of these manners, the employee falls to the bottom of the bid, and management will assign a post. The new bid assignment will then take place at the start of the next full pay period. Seniority as defined in Section 14 of this Contract will be used for the purpose of bidding for shifts or days off. Employees who change shifts as a result of a bid must re-submit any scheduled vacation for review and approval within the new shift assignment.

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

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

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

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

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

## 15.2 Bidding and Vacancy Advertisements

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

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

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

15.2.4 Vacancies will be posted for at least 5 days within the division, the department and the City. Qualified divisional employees will be given consideration. The intent of this

process is to give serious consideration to enhance career advancement opportunities to the best-qualified employees from the division first.

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

15.2.6 Upon request of the Union President, the Director of Human Resources and the Manager of the Office of Employee Relations will meet with the Union on a quarterly basis to review and discuss problems with the promotional process and other pertinent matters.

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

## 16. UNIFORMS, WORK DRESS

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

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

## 17. OCCUPATIONAL HEALTH and SAFETY

### 17.1 Safe and Healthy Working Conditions

17.1.1 Should either the City or the Union request, the City and Union agree that an ad hoc committee of 4 or 6 persons split equally will meet within forty-five days of the request to review, initiate, and monitor safety procedures, policies, and practices within this bargaining unit. If the Committee does not meet for four (4) months then it is disbanded but may re-form. This committee will:

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

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

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

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

17.1.1.5 The committee will not initiate or recommend disciplinary actions.

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

## 17.2 Emergency Transportation

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

## 17.3 Injury Time

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

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

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

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

## 18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION

### 18.1 Training and Education

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

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

### 18.2 Educational Leave

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

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

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

### 18.3 Licenses and Certifications

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## 19. POSITION DESCRIPTIONS and SPECIFICATIONS

### 19.1 Position Specifications

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

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

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

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

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

## 20. PROMOTIONAL PROCEDURES and POLICIES

### 20.1 Qualifications for Promotion

20.1.1 It is the policy of the City to use the skills and experience of City employees to the fullest. Selection for a posted promotion within bargaining unit is made on the basis of

minimum qualifications as stated in the job description, fitness, performance, and attendance on the job. If the minimum qualifications, fitness, performance and attendance are determined by the City to be equal, seniority will be the tie-breaker. Seniority for this purpose shall mean continuous non-probationary permanent full-time service within the division, then the department, as a member of the bargaining unit.

20.1.2 Time spent on temporary upgrades, on-the-job experience and training will be considered when filling vacancies.

20.1.3 Permanent, non-probationary employees selected to fill circularized vacancies within this bargaining unit shall not be subject to a probationary/trial period.

20.1.4 The City will notify and encourage bargaining unit employees to participate in Career Counseling Programs through the City's Office of Training and Organizational Excellence.

## 20.2 Temporary Upgrades

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

20.2.2 The upgrade pay will be as follows:

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

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

## 20.3 Classification/ Recognition

20.3.1 The City will not engage in reclassification actions, the result of which would be to remove classifications from the bargaining unit to classifications outside the bargaining unit without first giving notice and providing input from the Union. If any disputes exist as to the exclusion of a re-evaluated or reclassified position from the bargaining unit, the parties shall submit their respective positions to the City Labor/Management Relations Board for final decision. This is not intended to apply to or prohibit the updating or modification of job descriptions that exist and continue to remain in this bargaining unit. The parties agree that Section 3-2-5 and 3-2-15 of the Labor-Management Relations Ordinance applies to classification of bargaining unit employees.

## 21. PERFORMANCE EVALUATIONS and APPRAISALS

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

## 22. PERSONNEL FILES and RECORDS

### 22.1 Employee Records

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

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

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

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

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

## 23. CONDITIONS of EMPLOYMENT

### 23.1 Workplace Conduct

23.1.1 The City and the Union mutually agree to comply with applicable City policy concerning workplace conduct. Employees shall not use insulting, abusive or offensive language toward the public or co-workers. Ethnic or sexist jokes, slurs and other comments or actions that might embarrass or offend others are prohibited. Employees shall not harass others by making sexual advances or by creating an intimidating or offensive working environment or by making false accusations regarding such conduct. Display of visual materials that may be sexually or racially offensive is also prohibited.

23.1.2 Other prohibited workplace behavior includes intimidation, verbal threats, physical assault, vandalism, arson, sabotage, the unauthorized display, possession or use of weapons in the workplace, jokes or comments regarding violent acts which are reasonably

perceived to be a threat, or any other behavior reasonably perceived to be a threat of imminent harm against an employee or member of the general public.

## 23.2 Drug Testing

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

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

## 24. DISCIPLINE and INVESTIGATIONS

### 24.1 Disciplinary Actions

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

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

- 1) The City will send the Notice of Investigation or the notice of 45 day extension to the Union President and the Council 18 Representative (See 24.1.5.3 or 24.1.5.4).
- 2) Upon the employee's return, the City will have at least ten (10) CBD days to interview the target (See 24.1.4).
- 3) Upon the employee's return, the City will have at least three (3) CBD to issue the notice of the next steps.

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

When notifying of an extension of the investigation, or requesting agreement to an extension, a reason will be provided. These may include, but are not limited to, legitimate



delays in the process. absent employee(s), employee conduct caused delay, investigations involving multiple employees, factual overlap with another investigation, involvement of third parties as witnesses or investigators, statutory claims such as Title VII, the volume of investigations in a Department, or an investigation involving violence, serious injury or fatality, or serious property damage.

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

24.1.1 A hearing shall be convened to allow the employee and the employee's representative the opportunity to explain the reasons for the employee's actions or lack of action which may result in disciplinary action other than an oral reprimand.

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

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

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

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

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

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

("UR") will be provided a copy of the Notice of Investigation, by the City or employee, when requested. Should a witness (including the complaining party(ies)) become a target, the original investigation timeline shall be retained for the original act(s), and a new investigation timeline commences for the new target, unless the Union and City agree to broaden the initial investigation.

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

24.1.3 For investigations initiated the following shall apply. An employee disciplinary investigation shall normally not exceed forty-five (45) calendar days from the date an employee receives a notice of investigation. If the City determines that the investigation needs to be extended beyond the forty-five (45) calendar day limitation, the City may unilaterally extend the investigation up to an additional forty-five (45) calendar days by submitting a written notice of extension to the employee no later than forty-five (45) days after the employee received the initial notice of investigation. The affected employee or the Union, if designated by the employee, may request periodic verbal status reports on the investigation from the human resources coordinator or the employee's division manager. The requests will be granted provided the supervisor shall not be required to provide information that might jeopardize the investigation process. Unless a mutual extension is agreed to by the Union and City after 90 days, the investigation will be considered complete. The City will inform target(s) and witnesses when an investigation is closed and no further action or discipline will be taken. The City will have 20 CBDs to issue a Pre-Determination Notice (PDH), if a PDH Notice is issued, from the date an employee is notified the investigation is complete but no later than the end of the investigation period (45 or 90 calendar days). The Pre-Determination Notice will include a term substantially similar to the following:

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

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

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

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

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

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

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

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

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

## 24.2 Investigations

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

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

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

## 24.3 City Operator Permit - COP

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

24.3.1.1 Does the employee's job description require a driver's license?

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

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

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

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

#### 24.4 Sleep Apnea

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

safety and wellness of its employees and the public; and that the City may develop its policies and procedures to do so consistent with the agreements above.

## 24.5 Process For DUI

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

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

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

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

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

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

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

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

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

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

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

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

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

## 25. GRIEVANCE and APPEAL PROCEDURES

### 25.1 Grievance Procedures

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

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

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

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

25.1.2 The aggrieved employee may have representation at any time or step in the grievance/arbitration procedure. If an employee institutes a grievance under the provisions of Section 3-1-24 of the Merit System Ordinance in effect on the employee's own behalf, in accordance with this Section, the employee's representative will comply with the provisions of Administrative Instruction 1-11, as currently in effect, governing the Grievance Committee Process.

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

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

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

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

25.1.7 An officer or a steward will be allowed reasonable time off with pay to represent an employee during a an arbitration, grievance or pre-determination hearing. The President/designee will be granted access to work sites to conduct inspections for the arbitration process. The parties agree that such access shall not disrupt the work place. Prior to access of the work site, notification will be given to the appropriate City official. Management may require that the Union President/designee be escorted while on the work site.

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

25.1.8.1 Suspension

25.1.8.2 Demotion

25.1.8.3 Terminations

25.1.9 The City and 2962 Clerical agree that certain provisions of the Public Employee Bargaining Act are incorporated into this Agreement, and are in Appendix A. A dispute about those provisions are subject to this Grievance process or may be the subject of a Board Charge, but the Parties agree that any dispute will be brought in only one proceeding, not both.

## 25.2 Grievance Steps and Arbitration Procedures

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

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

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

In the event of a [Step III] grievance, the Union shall have 120 business days to strike from the date the City produces to the Union all evidence which supports its position in the grievance. Should the Union need additional time to strike for an arbitrator beyond the 120



business days, the Employer shall not be liable for damages for the period of additional time needed. Damages include, but are not limited to back pay or interest.

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

#### 25.2.5 Time Limits

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

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

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

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

#### 25.2.6 Selection of Arbitrator

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

#### 25.2.7 Disciplinary Arbitration Procedures

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

25.2.7.2 Issues of grievability shall be decided by the arbitrator.

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

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

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

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

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

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

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

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

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

## 25.2.8 General Provisions

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

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

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

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

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

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

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

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

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

## 26. EMPLOYEE REIMBURSEMENTS

### 26.1 Per Diem and Mileage Reimbursements

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

### 26.2 Other Employee Reimbursements

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

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

## 27. EMPLOYEE LIABILITY COVERAGE

This section intentionally left blank

## 28. EMPLOYEE ASSISTANCE PROGRAMS

This section intentionally left blank

### 28.1 Employee Assistance Program

### 28.2 Critical Incident Stress Debriefing

## 29. EMPLOYEE VEHICLE USAGE

This section intentionally left blank

## 30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION

This section intentionally left blank

## 31. FIREARMS

This section intentionally left blank

## 32. CITY PROVIDED EQUIPMENT and TOOLS

This section intentionally left blank

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

## 33. EMPLOYEE INCENTIVE PROGRAMS

This section intentionally left blank

### 33.1 Employee Recognition Program

### 33.2 Sick Leave Incentive Program

## 34. EMPLOYEE PAYROLL DEDUCTIONS

This section intentionally left blank

## 35. LAYOFF/ REDUCTION IN FORCE and RECALL

### 35.1 Layoffs and Recalls

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

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

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

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

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

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

35.1.7 Laid off employees can bid on City advertisements.

## 36. RESIGNATION and RETIREMENT

This section intentionally left blank

### 37. RULES and REGULATIONS

This section intentionally left blank

### 38. PRIVATIZATION and CONTRACTING OUT

#### 38.1 Contracting for Services

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

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

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

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

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

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

### 39. STRIKES and LOCKOUTS

This section intentionally left blank

### 40. GENERAL ADMINISTRATIVE PROVISIONS

This section intentionally left blank

#### 40.1 Non-Discrimination

#### 40.2 Memoranda of Understanding (MOU)

#### 40.3 Complete Agreement/ Zipper Clause

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

#### 40.4 Savings Clause

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

#### 40.5 Term of Agreement

40.5.1 This agreement is effective on the first full pay period following ratification and signature by the parties and shall remain in full force and effect through June 30, 2026. Between March 1 and the last business Friday of March, 2024, each Party may open one (1) Article to be negotiated. Between March 1 and the last business Friday of March, 2025, each Party may open two (2) Articles to be negotiated. After the last business Friday of March each year, no Article may be unilaterally opened. At any time, the Parties may negotiate any Article or issue by mutual agreement, or include any intra-contract MOUs into the Contract.

Appendix A to  
**Collective Bargaining Agreement between**  
**City of Albuquerque and AFSCME Local 2962 through June 30, 2026**

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

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

- (a) the right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and
- (b) the right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.

*NMSA 1978, 10-7E-15(C)(2).*

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

- (1) the employee's name and date of hire;
- (2) contact information, including:
  - (a) cellular, home and work telephone numbers;
  - (b) a means of electronic communication, including work and personal electronic mail addresses; and
  - (c) home address or personal mailing address; and
- (3) employment information, including the employee's job title, salary and work site location.

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

*NMSA 1978, 10-7E-15(F), (G).*



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

- (1) collective bargaining, including the administration of collective bargaining agreements;
  - (2) the investigation of grievances or other disputes relating to employment relations; and
  - (3) matters involving the governance or business of the labor organization.
- NMSA 1978, 10-7E-15(H).*

Except for retirement programs provided pursuant to the Public Employees Retirement Act or the Educational Retirement Act, public employers and exclusive representatives: shall enter into written collective bargaining agreements covering employment relations. Entering into a collective bargaining agreement shall not obviate the duty to bargain in good faith during the term of the collective bargaining agreement regarding changes to wages, hours and all other terms and conditions of employment, unless it can be demonstrated that the parties clearly and unmistakably waived the right to bargain regarding those subjects. However, no party may be required, by this provision, to renegotiate the existing terms of collective bargaining agreements already in place.

*NMSA 1978, 10-7E-17(A).*



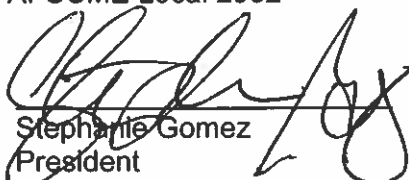
SIGNATURES

IN WITNESS WHEREOF, the parties have signed their names and affixed the signatures of their authorized representatives on this 22 day of June, 2023.

CITY OF ALBUQUERQUE

  
\_\_\_\_\_  
Timothy M. Keller, Mayor  
City of Albuquerque

AFSCME Local 2962

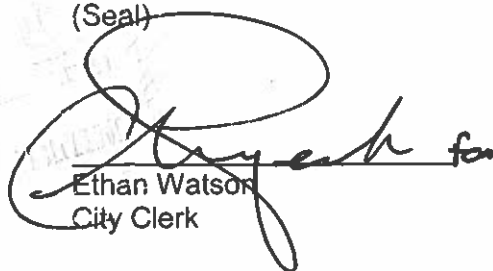
  
\_\_\_\_\_  
Stephanie Gomez  
President



Form Reviewed by Legal Department

  
\_\_\_\_\_  
Lauren Keefe  
City Attorney

(Seal)

  
\_\_\_\_\_  
Ethan Watson  
City Clerk