

Agreement / Contract
No. 4221-25
City of Las Vegas
Date

AFSCME

**American Federation of State, County and
Municipal Employees**



“Working together to make it better!”

**AFSCME LOCAL 2851
and
The City of Las Vegas**



June 12, 2025 through June 30, 2027

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ARTICLE 1. PREAMBLE

- A. The general purpose of this agreement is to provide for orderly and constructive employee relations in the public interest, 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 Bargaining Unit; to afford protection of the rights and privileges of Bargaining Unit employees and the Employer; and to ensure the continued delivery of services to the citizens of Las Vegas.
- B. The City, the Union, and its members agree that a sincere effort will be made to administer and abide by this agreement in accordance with the negotiated intent terms and provisions for the purpose of maintaining sound labor management relations and consistency with the union's status as exclusive bargaining representative of all employees in the bargaining unit.

ARTICLE 2. RECOGNITION

- A. The City recognizes AFSCME as the exclusive representative, as that term is defined in the Public Employees Bargaining Act (hereinafter referred to as "PEBA"), for Employees in the bargaining unit where it has been certified or recognized. The parties will meet not less than once each quarter to review and update the list of classifications in the bargaining unit and agree to prepare an Appendix with this list for inclusion in this Agreement.
- B. When a new entity, such as a department, division, or private contract operator is contracted by the City by or pursuant to statute, that uses essentially the same employees as the previous public employer, the entity shall be treated as if it were that previous public employer for purposes of the PEBA, including the continued applicability of existing collective bargaining units pursuant to NMSA 1978, Section 10-7E-24.
- C. Employees who have completed their probationary period but are not represented by the Union will be covered by the provisions of this Agreement, if the Union is certified as the exclusive bargaining representative of those employees pursuant to the PEBA and if those employees have a sufficient community of interest with the employees currently covered by the provisions of this Agreement. Disagreements over the inclusion or exclusion from the bargaining unit of a specific employee(s) based on supervisory, management or confidential employee status will be resolved by the Public Employees Labor Relations Board (PELRB) unless otherwise agreed to by the parties.
- D. Bargaining Unit Information
 - 1. The employer shall provide the union upon request, at least twice a year, the following information by email in Excel format to the union president and the staff representative:
 - a. Name, address and phone number of all bargaining unit employees.
 - b. Date of hires for each employee.
 - c. Job title and worksite for each employee.
 - d. Current hourly pay for each employee.

2. The employer shall provide the union upon request, at least once a year, a seniority list for all employees in the bargaining unit. This shall be by email to the union president and the staff representative.

3. Notice will be given to the union president and staff representative, by email, within ten (10) business days, when a bargaining unit employee's employment status has changed to outside the bargaining unit.

The information provided will be kept confidential and shall be used for the purpose of administering this agreement.

ARTICLE 3. PRIVATIZATION AND CONTRACTING OUT

A. The City agrees that prior to privatizing or contracting out bargaining unit positions, the Union will be allowed to submit input in writing no later than ten (10) working days after the notice from the City. Such written notice shall be presented to the City Manager with a copy delivered to the Human Resources Department. A written response shall be given to the Union no later than ten (10) working days after the receipt.

B. The City agrees that it will notify the Union of any staffing changes that will result in the loss of full time equivalent bargaining unit positions prior to removing those positions from the table of organization.

ARTICLE 4. UNION DUES DEDUCTIONS

Section 1. Payroll Deduction

A. The Employer shall make employee payroll deductions each pay period for:

1. Union membership dues

B. All money deducted from wages under this Article shall be remitted to the Union via the Secretary-Treasurer promptly after the pay day covering the pay period deduction.

C. Payroll deduction authorizations for Union membership dues in the possession of the Employer on the effective date of this Agreement will be honored. The Employer will honor individual payroll deduction authorization forms received after the effective date of the Agreement. The Employer will begin the deduction promptly but in no event, later than one pay period after receipt of the payroll deduction authorization form from the employee or Union.

D. The duty of the Employer to honor payroll deduction authorizations shall continue until the expiration of this Agreement or until otherwise approved by the Union and notification in writing has been given to the employer by a duly authorized officer.

Section 2. Dues Termination and Reimbursement

A. Dues deductions may be terminated at the written request of the employee to the Employer and the Union. The revocation form shall be submitted only between November 1, and November 30, of each year to the Personnel Department and the Union for processing.

- B. The Employer shall immediately terminate dues deductions when an employee is transferred out of the bargaining unit or is separated from the City. In the event that dues deductions are to be terminated the Employer shall notify the Union in writing the pay period the termination is effective. Notification shall include the names of the employees whose deductions are being terminated, whether they are dues members and the reason for termination.
- C. If in the event a reimbursement is owed to an employee due to a transfer out of the bargaining unit, the employee shall inform the Secretary-Treasurer, in writing, no later than thirty (30) calendar days after the effective date of the transfer, and provide support documentation indicating the pay periods, amount, and reason for the reimbursement.

Section 3. Dues Amounts

- A. In accordance with the AFSCME Constitution, per capita tax payments increase every year; therefore dues and fair share deductions are increased accordingly. Beginning the last pay period in December of each calendar year for the duration of this Agreement, the dues/fair share deductions shall increase by an amount to be set forth in writing by the Union to the Employer from a duly authorized officer.
- B. The increase(s) shall take effect the last pay period in December for the following year.
- C. If an employee has insufficient earnings for the pay period, no payroll deductions will be made for that employee for that pay period.
- D. The Union shall indemnify and hold the Employer harmless for any employee claims involving deductions under this article.

ARTICLE 5. UNION RIGHTS

- A. The Union has the right to elect and/or appoint its Union staff, officials, and stewards.
 - 1. The Union President must provide the City Management Team a list by July 1st of each year and within five (5) days of any changes along with their contact information and scope of authority and only the people on the list will be recognized as union officers, stewards and trustees.
- B. The Union officials and stewards may engage in activities and conduct business regarding the negotiations and administration of this Agreement. Such activities will not interfere with the employee's work and shall not be performed during employee's work time except in such circumstances to permit the employee to contact a Union steward or official, time not to exceed five (5) minutes. Union officers/stewards shall be allowed reasonable access and time at the worksites to update bargaining unit employees on Union issues.
- C. The employer will provide the space, and the Union will provide the bulletin board to be used for Union official business and notices. The bulletin board shall not be used to criticize the Union, its officers, members, elected city officials, management, or other city employees.

- D. City facilities commonly used by other civic organizations will also be available for Union activities subject to the same conditions as the civic organizations.
- E. City bargaining unit employees may be granted vacation or leave without pay for union business, with five (5) days prior notice, subject to staffing requirements.
- F. The employer shall allow the Union President or Vice President and the Chief steward who are employees (hereinafter referred to as "Employee Officials") to attend meetings on paid status. Meetings must be agreed to by both parties.
- G. The Union President or the Vice President must request approval for the use of Administrative Leave to attempt to resolve a labor management relations issue (potential grievance) that is of mutual concern to the Union and the City Manager. This leave must be made on the City's regular leave form and is subject to the approval of the City Manager.

ARTICLE 6. MANAGEMENT RIGHTS

The Employer's rights shall include, but are not limited to the following:

- A. To direct and supervise all operations, functions, and the work of the employees;
- B. To hire, layoff, promote, demote, assign, reassign, transfer, discipline, and discharge employees;
- C. To determine what, by whom, and when services will be rendered to the citizens;
- D. To determine staffing requirements, to create or abolish positions, or to eliminate or reorganize work units;
- E. To determine the need for the qualifications of new employees, to determine the qualifications for positions, and to determine qualifications of employees to be considered for transfer or promotion;
- F. To take action as necessary to carry out the mission of the Employer in emergencies; and
- G. The employer retains all rights not specifically limited by this Collective Bargaining Agreement.

ARTICLE 7. NON-DISCRIMINATION AND SEXUAL HARASSMENT

The parties agree that they will not practice nor tolerate discrimination because of race, color, religion, sex, ancestry, national origin, age, disability, marital status, union or non-union membership, union activity, or political affiliation. Sexual harassment will also not be tolerated by the parties.

ARTICLE 8. SENIORITY

- A. City Seniority
City Seniority for the purpose of this agreement is defined as length of continuous service from the last date of hire with the City of Las Vegas. Continuous service shall not be considered to have been interrupted by periods of approved leave without pay or an approved leave of absence.
- B. Department Seniority

Department Seniority is the length of continuous service an employee has in their current department. Department Seniority is broken by voluntary assignment to another department.

C. **Classification Seniority**

Classification Seniority is defined as the length of continuous service employees have in their current classification. Classification Seniority begins as of the date of employment in the current classification. Voluntary reassignment, voluntary transfer, voluntary promotion, resignation or termination breaks Classification Seniority.

D. **It is recognized by the parties that seniority will be applied, as required by law, for returning from military leave.**

ARTICLE 9. PROGRESSIVE DISCIPLINE

9.1 The primary purpose of discipline is to correct unsatisfactory performance and/or misconduct that is below acceptable standards, or contrary to the city's legitimate interests, in a constructive manner that promotes employee responsibility. Progressive discipline will not be utilized when management determines that an employee's action(s) are so egregious that such an approach is inappropriate.

9.2 A staff member shall be entitled to union representation at any meeting called to deliver a written warning, administer a letter of reprimand or more severe disciplinary action. The employee may meet with any Union Elected/Steward Official for a period of no more than 15 minutes with pay prior to the meeting to deliver disciplinary action.

9.3 Counseling sessions conducted by supervisors are primarily for the purpose of correcting performance or behavior that is below acceptable standards. Counseling discussions are not part of the disciplinary process as defined in 9.5 below and such counseling will not be documented in the employee's official Human Resources file. The supervisor shall retain a dated record of such meeting in a soft file to use only as an aid for their memory.

9.4 Disciplinary action will be based on just cause. The degree of discipline will be based on the frequency and severity of the infraction, with the exception of any safety related incidents that may cause serious injury/death to self or others.

9.5 Employer may impose any disciplinary action or issue a notice of contemplated action no later than forty-five (45) days after it acquires knowledge of the employee's misconduct for which the disciplinary action is imposed, unless facts and circumstances exist which require a longer period of time. In such cases, the employee will be notified.

9.6 The following describes actions used in progressive discipline:

9.6.1 **Verbal Warning**

An employee is issued a verbal warning for minor infractions or to correct minor faults in an employee's job performance. Verbal warnings are issued during a private conference

between the supervisor and the employee where the supervisor explains the problem and recommends a process the employee must accomplish to return to satisfactory status.

9.6.2 Written Warning

A written warning is issued when an employee fails to correct infractions or faults in job performance after receiving verbal warning(s). A copy of the written warning will be given to the employee and a copy placed in the employee's official personnel file.

9.6.3 Letter of Reprimand

The letter should contain a description of the specific problem or offense, the most recent incident and when it occurred, previous unsatisfactory behavior or performance related to the reprimand, and a statement that further unsatisfactory behavior or performance may result in further disciplinary action. The letter of reprimand is issued and discussed with the employee in a private conference with the supervisor and must have been discussed with the employee previously. A copy of the letter of reprimand will be given to the employee and a copy placed in the employee's official personnel file. The letter of reprimand will also specify a review period, if appropriate, in which the employee's behavior or performance will be reviewed. The length of the review period will be no longer than one year.

If performance or behavior does not improve, one of the following actions may occur:

9.6.4 Suspension

A suspension is a temporary involuntary separation of employment, without pay, for performance or conduct that has not been satisfactorily corrected through the use of oral and written warnings. Suspension may also be used for misconduct or serious violation of policies. Suspensions range from one (1) work day to thirty (30) work days, depending on the seriousness of the problem.

9.6.5 Demotions

A demotion is a formal involuntary downward change on disciplinary reasons. A reduction in pay will be made.

9.6.6 Dismissal/Discharge

A permanent involuntary separation of employment from the city for disciplinary reasons. An employee may be discharged without prior progressive discipline when warranted by the seriousness of the offense.

9.6.7 Progressive Discipline may be used when management believes such method is appropriate. Written Warning will not be used for progressive discipline after one (1) year. Letter of Reprimand will not be used for progressive discipline after two (2) years. This shall in no way prevent the employer from taking severe disciplinary action including dismissal/discharge on the first offense.

- 9.6.8 An employee against whom any disciplinary action is contemplated may be appealed by the affected employee through the grievance and appeal process as provided in the Agreement under Article 10.
- 9.6.9 In the case of a suspension, demotion or discharge, the employee will be provided with written charges and afforded the opportunity to respond to the charges prior to the implementation of any disciplinary action by management. Written charges will be presented to the employee once management believes it has sufficient information to proceed with charges against the employee.
- 9.6.10 In any instance in which a director believe suspension without pay or discharge may be warranted, with the approval from the City Manager, may initially place the employee on administrative leave with pay pending further investigation.
- 9.6.11 Disciplinary action as defined in 9.6.4, 9.6.5 and 9.6.6 may be appealed by the affected employee through the grievance and appeal process as provided in the Agreement under Article 10.
- 9.6.12 If the appeal of the disciplinary action is not satisfactorily resolved at the City Manager level, it may be submitted to final and binding arbitration as per Article 10 of this agreement.
- 9.6.13 If no appeal is requested, the disciplinary action shall be final subject to review by the Human Resource Director/Officer and is subject to the approval and signature of the City Manager.

ARTICLE 9-I. COMPLIANCE WITH LAWS

Written personnel policies and procedures shall be applied to all employees. Accommodations made to persons determined by the Employer to be qualified individuals with a disability shall not serve as precedent for other employees. With the exception of personnel policies and procedures dealing with compliance with the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Age Discrimination and Employment Act (ADEA), the Family and Medical Leave At (FMLA), the Equal Pay Act (EPA), and all other applicable federal and state equal employment opportunity laws and regulations, alleged violations of this article may be grieved in accordance with the Grievance Procedure.

ARTICLE 10. GRIEVANCE, APPEAL, AND ARBITRATION PROCEDURE

Grievance is defined as a written formal complaint alleging a violation, misapplication, or misinterpretation of any of the provisions of this Agreement or City Personnel Rules and Regulations. Appeal of suspension, demotion or discharge only shall also be accomplished through this process.

- A. Grievances/appeals shall be filed by the individual employees or by the exclusive representative on behalf of an individual employee or a group of employees. The grievance/appeal shall be signed by the aggrieved employee or employees.
- B. An individual employee may present a grievance/appeal under the provisions of this Article without the intervention of the Union and have the grievance/appeal

adjusted as long as (1) the adjustment is consistent with the terms of this Agreement, and (2) the employee is responsible for all expenses incurred at any hearing or meeting on a grievance/appeal brought by the individual employee. If the employee elects to bring a representative other than the Union to the grievance/appeal, then the City will require a written waiver of representation from the Union in the action. The Union shall be afforded the opportunity to be present and make its views known. In a situation where the employee has elected not to use the Union's services, and is requesting arbitration the employer and the employee shall deposit \$6000.00 each in an escrow account for the payment of arbitration.

- C. The written grievance/appeal shall include:
 - a. The employee/grievant's name, job, title, department;
 - b. The representative/steward's name, address and telephone number;
 - c. The Article(s) of this Agreement or section of the Personnel Rules and Regulations alleged to have been violated;
 - d. The date the incident or violation occurred;
 - e. The Management employee, if any, against whom the action is filed;
 - f. A description of the alleged violation providing more than just the Article or Section identification.
 - g. If the phrase "to be made whole" is used in the relief requested, the grievant shall specify what specific relief is desired. The relief requested shall include a specific statement describing the grievant's settlement request; and
 - h. The signature and date of the grievant and the Union representative.
- D. The original written grievance/appeal shall be presented to the employee's Department Head with a copy provided to Human Resources within ten (10) working days of the date the employee knew or reasonably should have known of the issue that generated the grievance/appeal. If the grievance/appeal is not resolved within ten (10) working days of the date the grievance/appeal was filed with the department head, the grievance/appeal may be advanced to the City Manager.
- E. If the issue is not resolved at the Department Head level, the grievance/appeal may be advanced to the City Manager by presenting the written grievance/appeal to the City Manager within fifteen (15) working days of the filing with the Department Head. This means within fifteen (15) working days of the initial filing of the grievance/appeal with the Department Head. The parties will mutually agree on a date, time, and place to meet and attempt to resolve the grievance/appeal. If the issue is not resolved within ten (10) working days of the filing with the City Manager, the grievance/appeal may be advanced to arbitration.
- F. The grievance/appeal is advanced to arbitration by presenting such written notice to the City Manager within fifteen (15) working days of the initial filing at the City Manager level.
- G. Within ten (10) working days of the filing of the written notice of advancement to arbitration, a request for a list of arbitrators for the NM region from the Federal Mediation and Conciliation Service (FMCS) shall be submitted by the Union.

Within ten (10) working days of receipt of the arbitrator list, the parties shall meet to select an arbitrator.

- H. The selection of the arbitrator shall be accomplished by the parties alternating striking of names until only one name remains. The remaining name shall be the arbitrator. Who strikes the first name is determined by the flip of a coin.
- I. The Arbitrator shall render a final and binding decision containing findings of fact and conclusions of law within 30 days of the close of the hearing. This decision of the arbitrator is subject to judicial review in accordance with the New Mexico Uniform Arbitration Act. The parties shall share the cost of the arbitrator equally.
- J. The Arbitrator's duties, responsibilities, and limitations are governed by the City's Labor Management Relations Ordinance.
- K. This is the only internal grievance and appeal process available to bargaining unit employees.
- L. Working day is defined as days that the administrative offices of the City are open for business. Any deadline that falls on a day that the administrative offices of the City are not open for regular business shall extend into the next day that the City Administrative Offices are open for business.

ARTICLE 11. CALL-IN COMPENSATION

When an employee is called in and required to work for an emergency prior to the beginning of the employee's normal work day, or is called back after the conclusion of the employee's normal work day, the employee will be guaranteed the greater of:

Two (2) hours straight time rate on scheduled work days, and three (3) hours straight time rate on non-scheduled work days

Or

Time and one-half (1 ½) for the actual time worked if such hours exceed forty (40) hours actually worked for the week.

Scheduled work day shall mean a day the employee is normally scheduled to work beginning at 12:01 AM through midnight.

Additional calls that occur during the minimum two (2) hours compensated time are included in the two (2) hours paid. A total of thirty (30) minutes travel time to and from the employee's home shall be considered time worked. Time will begin when the employee receives the assignment and must leave for the assignment within fifteen (15) minutes of being called.

Management acknowledges that it is their responsibility to ensure that call-in compensation is not abused by the employee. Any abuse will be subject to disciplinary action up to and including termination.

ARTICLE 12. ON-CALL ASSIGNMENTS

Employees assigned to On-Call status for a period of seven (7) consecutive days will be paid six (6) hours at straight time for the on-call assignment. The aforementioned hours shall not qualify for, or be used for computing overtime compensation. Such employees shall be ready and available to respond and deliver City services during all of the employees' On-Call assignment. Failure to respond will result in loss of On-Call pay and disciplinary action.

Employees may be permitted to exchange On-Call assignments with another employee no more than three (3) times or 50% of the employee's On-Call time per calendar year, whichever is less. Such exchange requests shall be in writing to the employee's supervisor, and made at least seven (7) calendar days before the beginning of the On-Call assignment at issue. The employee's supervisor or director may, in the supervisor or director's sole discretion, permit all qualified employees to request to cover the On-Call assignment. Said supervisor or director shall have the option to determine which qualified employee, if there is more than one, shall be awarded the opportunity to accept the On-Call exchange. If said supervisor or director does not elect to open the On-Call exchange to all qualified employees, then the employee requesting to be relieved of the On-Call assignment ("Requesting Employee") shall be responsible to locate and secure a qualified employee to accept and perform the On-Call duties.

An On-Call Exchange form, as provided by the Human Resources Department, shall be completed and signed by the Requesting Employee and the employee accepting the On-Call assignment ("Receiving Employee"), and such request shall be subject to the prior written approval by the department director or department supervisor. In the event that the Receiving Employee fails for any reason to timely respond, timely appear or otherwise cannot be reached by the City regarding the On-Call assignment, then the Requesting Employee shall remain solely liable to appear and perform the On-Call assignment duties. Failure of a Receiving Employee to respond or report for an exchanged On-Call assignment shall result in loss of On-Call pay and disciplinary action. Failure of a Requesting Employee to respond and report for an On-Call assignment, when the Receiving Employee fails to respond or report for the exchanged On-Call assignment, shall result in loss of On-Call pay and disciplinary action.

Once approved in writing, a copy of the On-Call Exchange form will be provided to all signatories, the department (if requested), and the Human Resources Department shall be the sole custodian of the original document, a copy of which shall be placed in the Requesting Employees Human Resources file. If an employee's residence is not located within 21 miles of the City limits, such employee shall not be afforded the privilege, unless prior written authorization is given by the employee's department director, of using a City-owned On-Call vehicle during non-work hours for the employee's On-Call period. Instead, the employee shall use non-City resources to obtain transportation to the designated location whereupon the employee shall pick up a City-owned On-Call vehicle. Compensation shall not be paid to the employee for costs of the employee's transportation to and from the On-Call vehicle pick up location; as such transportation is the sole obligation of the employee. Regarding overtime compensation, if the employee timely reports for the On-Call assignment, the On-Call begins at the time the employee receives the call to report for an On-Call assignment, and the On-Call terminates when the employee arrives home after completing an On-Call assignment and going directly home.

ARTICLE 13. REST PERIOD

- A. Bargaining unit employees shall not be required to work in excess of sixteen (16) consecutive hours.
- B. If an employee is required to work sixteen (16) consecutive hours, he/she is guaranteed an eight (8) hour unpaid rest period or an employee may request vacation leave.
- C. If the employee feels that he/she cannot report to work on a designated emergency and safely perform his/her duties, they shall not be penalized.
- D. If an employee is called out to work a designated emergency after scheduled work hours or on holidays, work shall be paid at time and one half the normal rate of pay, even if the employee works less than forty (40) hours that week.
- E. If the employee reports to work and the supervisor or manager deems them unfit to safely perform his/her duties at any time, then said supervisor or manager has the discretion to send them home with approved unpaid leave or the employee may request to use vacation leave.

ARTICLE 14. LABOR MANAGEMENT MEETINGS

- A. The parties will establish a labor management committee. The Committee will meet on an as needed basis, or at least once quarterly to discuss issues of mutual concern that relate to the administration of this agreement. The Union and the Employer will each appoint two individuals to this committee. The individuals will be identified to the other party in writing for each meeting. The date, time and place of such meeting shall be by mutual agreement of the parties.
- B. This committee has no authority to negotiate any changes to this Agreement.

ARTICLE 15. SAFETY

Safety is an integral part of the responsibilities of all employees. The employer will continue to provide healthful and safe working conditions. Employees shall comply with such rules, regulations, and practices as may be prescribed for the conduct of employees in order to provide a safe work environment, in acknowledgment with the City's Safety and Health Policy.* The employee shall notify his/her immediate supervisor immediately of any unsafe or hazardous working conditions or workplace injury or accident. The Employer will take appropriate action to correct unsafe or hazardous working conditions as required by law. The parties will meet to discuss health and safety issues of mutual concern. The time and place for the meetings will be set by mutual agreement of the parties. The Employer, through the Safety Office, will provide safety training on an as needed basis.

*Nothing in the City's Safety and Health Policy shall supersede any provisions and protections afforded to the membership of AFSCME Local 2851 in this agreement.

ARTICLE 16. SAFETY AIDS

The City shall provide Safety Aids needed by employees in the performance of all job related duties. This may include items such as: hard hats, gloves, earplugs, safety glasses, and safety vests.

- Personal Protective Equipment (PPE) to include masks, gloves and safety footwear.
- Safety footwear where the job requires steel or composite toe boots which meets or exceeds ASTM F2413-17 standards shall be issued by the employer to employees and shall budget a safety boot allowance of \$250.00 annually at the beginning of each fiscal year. The procurement process shall be followed in the selection of the vendor.

Rain gear will be provided for employees whose duties are such that they will incur the outdoor elements. Department Directors will determine the type of rain gear needed for their individual department needs, which will be no less than a rain poncho.

A five (5) gallon water container with cold water will be provided to all crews working away from the City facilities.

ARTICLE 17. PERSONNEL RECORDS

- A. The employees' Official Personnel files will be maintained in the Human Resources Office. Employees, or their designee by written authorization, may review the employees' files by appointment during the regular business hours of the Human Resources Office. Such review shall not interfere with the employees' work time and shall be done on the employees' own time.
- B. Employees may obtain copies of material in their personnel file on an annual basis.
- C. Employees may submit a rebuttal to any material that is placed in the employee's personnel file. Such rebuttal must be submitted within seven (7) calendar days of the effective date of the material in question.
- D. Employees may request in writing that letters of commendation or certificates of completion of training be placed in their file. The Human Resources Officer shall determine if such material is appropriate for placement in the employee's file.
- E. The Human Resource Personnel file is the official employment history of the employee and shall not be purged except by order of an arbitrator or judge of competent jurisdiction.

ARTICLE 18. VACANCIES

- A. A vacancy is a vacant budgeted bargaining unit position that the City decides to fill. Such vacancies will be posted in-house within the City organization for a period of five (5) working days. The posting shall contain the title of the position, the qualifications required, and the deadline for individuals to apply. Qualified in-house applicants will be considered before applicants from outside the City organization. All things being equal the in-house applicant will be given preference. If there are no in-house applicants or the applicant(s) does not qualify, the vacancy shall be posted general public for five (5) days or until filled.

- B. Promotions: Employees shall be considered for promotions on the basis of qualifications, performance, and attendance. All things being equal Department Seniority and then City Seniority shall be given preference.
- C. Employees applying for a transfer will be considered for a transfer in the same manner as employees applying for promotion.

ARTICLE 19. LEAVES

19.1 Vacation Leave- The City reserves the right to approve, disapprove or schedule an employee's annual leave in response to the needs of the City.

19.1.1 Vacation Leave is accrued at the following rates (pro-rated based on FTE):

0 months – 5 years	8 hours per month
5 years – 15 years	10 hours per month
15 years or more	12 hours per month

19.1.2 Vacation leave is earned during actual time worked and during paid leave. Annual leave is not earned during period of unpaid leave.

19.1.3 Bargaining Unit employees shall be allowed to accumulate up to 240 hours of vacation leave. At no time shall the employee accumulate more than 240 hours.

19.1.4 Scheduling-employees must request and receive approval of leave, in advance. Employees are required to submit requests for leave at a day for a day in advance when the request is for up to two days or less. Any requests for more than two (2) days of leave must be submitted in writing by the employee at the minimum of five days in advance of the requested leave and these requirements do not apply to emergency annual leave requests.

19.1.5 Pay for unused vacation leave upon termination – Any vacation leave accumulated but not taken at the time of separation from employment shall be paid in full, not to exceed 240 hours. The separation form must be signed by all appropriate parties prior to the payment of unused vacation leave.

19.1.6 Employees on scheduled annual leave when Administrative Leave (e.g. inclement weather) is granted shall have the leave charged unless the City closes for a full day. In cases of Administrative Leave being granted for a full day or more, employee's annual leave will not be charged, and the leave will be charged to Administrative Leave.

19.1.7 Upon the death of an employee, from natural or accidental causes, 100% up to 240 hours of the employee's accrued vacation leave shall be converted to a payment to be paid to the employee's estate.

19.2 Sick Leave

19.2.1 Sick leave will be accrued at the rate of eight (8) hours per month (pro-rated based on FTE)

19.2.2 Sick leave may be used only for the following

- Personal illness or injury (including pregnancy, childbirth, and other related medical conditions).
- Partial days when an employee, who has been on sick leave, returns to work on a part-time basis.
- Transporting an immediate family member for medical services
- Caring for immediate family member, defined as spouse, parent, grandparent or child

Length of time charged to sick leave under this paragraph shall not exceed three (3) consecutive work days unless the employee is eligible for Family and Medical Leave pursuant to the Family and Medical Leave Act. For those employees who are not eligible for Family and Medical Leave Act leave who are experiencing extreme circumstances covered under this paragraph, more time may be allowed at the discretion of the employee's Department Director, in consultation with Human Resources, with the appropriate documentation.

- Doctor's appointments and other pre-scheduled health-related absences. An employee requesting sick leave for a pre-scheduled appointment must request the leave at least twenty-four (24) hours in advance unless an emergency situation exists as determined by the City.

19.2.3 Sick leave is accrued during actual time worked and during paid leave. Sick leave is not earned during period of unpaid leave.

19.2.4 Employees are required to call the immediate supervisor when unable to report to work due to illness or injury within one (1) hour of the employee's work shift. The employee shall personally place the call unless extraordinary circumstances exist which render the employee unable to call.

19.2.5 When an employee is absent for more than three (3) consecutive work days due to illness or injury, he/she shall submit to his/her supervisor a "Physician's Statement" certifying that he/she was under the doctor's care during the period of absence and was unable to work. No other form of paid leave for the absence shall be approved if the employee cannot provide the physician statement and a return to work release. The absence in this situation shall be charged to unauthorized leave without pay and may be subject to disciplinary action.

19.2.6 In consultation with HR, a supervisor may require a Physician's Statement" for the first day of absence in cases involving reoccurring absences or sick leave abuse.

19.2.7 Failure to comply with sick leave practices will result in the employee being placed on unauthorized leave without pay status and may result in disciplinary action.

19.2.8 If sick leave hours are exhausted, sick leave will be deducted from vacation or compensatory time.

19.2.9 Holidays which occur during sick leave will not be charged to sick leave.

19.2.10 Family Medical Leave. Family medical leave will be handled in accordance with Family Medical Leave Act (FMLA).

19.2.11 Conversion of sick leave - Bargaining unit members will follow Personnel Rule §66.53, as amended below.

A. Purpose. Paid sick leave absence from work may be authorized for the following purposes and under the following conditions only:

1. A regular full-time employee, and to include exempt employees, may request and the City may approve accrued sick leave for sickness, illness, injury, medical treatment, dental appointment, or hospitalization of the employee in situations not compensated for under a disability or workers' compensation program. Sick leave may also be approved for sickness, illness, injury, medical treatment, dental appointment, or hospitalization of a member of the employee's immediate family living in the same household. Sick leave for immediate family will be limited to a maximum of three days per occurrence. "Immediate family," for the purpose of this subsection, shall be defined as parents, grandparents, spouse, or children. Sick leave may also be approved for the death of an immediate family member. Death in the immediate family is addressed in the bereavement leave section of the administrative directives.
2. Sick leave is subject to the review, approval, and investigation as deemed appropriate by the immediate supervisor, department director and the Human Resources Department
3. If a pattern of sick leave usage, such as the usage of sick leave on the day before or the day after the employee's days off or a holiday, can be established, the supervisor and/or the director may deny pay for sick leave. Such pattern of sick leave usage/abuse may be cause for disciplinary action.

B. Procedure.

1. An employee must notify his/her supervisor prior to the beginning of the work day if the employee is requesting the use of sick leave. If an employee is absent for three or more consecutive days on sick leave, the employee shall provide the department director a physician's statement and a return to work notice prior to the department director allowing the employee to return to work. A department director may require a physician's statement and a return to work notice when sick leave is utilized for a period of less than three consecutive days if the director suspects abuse. If the employee cannot

provide the requested physician's statement, the employee shall not receive compensation for the absence and may be subject to disciplinary action.

2. No other form of paid leave for the absence shall be approved if the employee cannot provide a physician's statement and a return to work notice. The absence in the situation shall be charged to unauthorized leave without pay.

C. Authorization. Paid sick leave absence shall be authorized only if the employee has accrued the requisite hours to cover the absence and the physician's statement has been provided by the employee, if required. If the employee has not accrued sufficient hours of sick leave and there is no question regarding the legitimacy of the request for sick leave, leave without pay may be approved and shall be considered a period of temporary disability leave.

D. Accrual.

1. Sick leave is not accrued for time that an employee does not work due to suspension without pay, administrative leave without pay, or any other sick leave identified to be without pay.
2. Regular full-time employees and department directors accrue eight hours of sick leave per month.

E. Conversion of sick leave.

1. Conversion of sick leave to vacation. This conversion requires the recommendation of the director and the approval of the City Manager. The employee may convert accrued sick leave over 200 hours of vacation at the rate of two hours of sick leave for one hour of vacation. Sick converted vacation hours must be used within three weeks from the date the request for conversion is approved. A maximum of 80 hours of sick leave per calendar year may be converted to vacation leave. The converted sick leave to vacation leave may not be converted to cash.
2. Conversion of sick leave. This conversion is subject to the approval of the City Manager. An employee with over 200 hours of sick leave accrued may, during the months of July and December of each years, sell back accrued sick leave over 200 hours at the rate of two hours of sick leave for one hour of pay. The amount that may be converted is subject to the available funds budgeted for the purpose for the year by the City Council and as provided for in administrative directive. No request for conversion will be honored after an employee has been terminated or has submitted a letter of resignation. Any amount of sick leave that is sold back by the employee, under this policy, within 12 months of separation of employment, other than at retirement, shall be reimbursed to the City.

3. Conversion of sick leave at time of retirement for employees with 600 hours of accrual or less as of April 6, 2022, and for employees hired after April 6, 2022. Employees with 600 hours or less of sick leave accrual on April 6, 2022, and employees hired after April 6, 2022, shall be eligible for conversion of up to 600 hours of accrued sick leave to early retirement leave. The conversion shall be the rate of one hour of sick leave for one hour of early retirement leave. The official date of retirement shall be documented in writing and signed by the employee prior to the conversion. These employees may choose to sell back up to 600 hours of accrued sick leave at retirement, in lieu of conversion to early retirement leave. The conversion shall be at the rate of two hours of sick leave for one hour of pay. The choice is conversion to early retirement leave or sell back. *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*
 4. Employees with over 600 hours of sick leave accrual on April 6, 2022, shall be eligible for conversion of sick leave to early retirement leave up to the amount of accrual documented on April 6, 2022. The conversion shall occur at the time of retirement and shall be at the rate of one hour of sick leave for one hour of early retirement leave. The official date of retirement from the City shall be documented in writing and signed by the employee prior to the conversion. These employees may choose to sell back accrued sick leave at retirement, in lieu of conversion to early retirement leave up to an amount equal to the eligibility for conversion to early retirement leave. The conversion shall be at the rate of two hours of sick leave for one hour of pay. The choice is conversion to early retirement leave or sell back.
 5. The sell-back and buy-back provisions of this policy are subject to the availability of funds as budgeted for the year by the City Council.
 6. Employees on early retirement are not eligible for any accrual of leave, any increase in pay, or any other form of compensation other than pay for the converted leave at the employee's regular hourly rate. This in no way effects the City's continued contribution to PERA or insurance during early retirement leave. The City continues to contribute the early retiree's PERA insurances until the leave is exhausted.
- F. Sick leave upon separation of employment other than retirement. Accrued sick leave shall be forfeited upon employee's separation of employment from the City of Las Vegas.
- G. Donation of sick leave. Donation of sick leave to another person is prohibited.
- H. The City shall establish a sick leave contingency fund to be appropriated and used for no other purpose than to pay for early retirement leave.

19.3 Sick Leave Incentive

Full time employees who use four (4) hours of sick leave or less from January 1, through June 30, will receive eight (8) hours of administrative leave to be used within thirty (30) days.

Full-time employees who use four (4) hours of sick leave or less for the period of July 1, through December 31, will receive eight (8) hours administrative leave to be used within thirty (30) days.

19.4 Bereavement Leave

- 19.4.1 Emergency annual leave or leave without pay may be granted to an employee to attend the funeral of a relative not included in the "immediate family" group.
- 19.4.2 Employees will be allowed three (3) workdays of bereavement leave, in the event of a death in the employee's immediate family for each instance where an employee meets the requirements as outlined in this section. Such leave shall be charged to administrative leave.
- 19.4.3 Additional leave may be granted at the request of the employee. This additional leave shall be charged to sick leave. If the employee does not have any available sick leave, the additional leave shall be charged to annual leave.
- 19.4.4 Immediate family is defined as parent, legal guardian, grandparent, spouse, father in-law, mother in-law, children (to include step-children), sister, brother, or grandchild of the employee.

19.5 Holiday Leave

- 19.5.1 Paid Holidays - The City Council shall schedule a minimum of eighty-eight (88) hours of holiday leave in accordance with the Federal holidays schedule and eight (8) hours for a Personal Holiday for a total of ninety-six (96) hours per year to be designated annually by administrative regulation per Personnel Rule §66-51.
 - 19.5.2 Observance - All regular status employees shall be afforded holiday leave as listed in 19.5.1, with the exception of employees who work in departments where continuous operation is necessary to provide adequate service to the public
 - 19.5.3 Holidays which occur during an employee's absence due to vacation or sickness shall not be counted as vacation or sick leave but, instead shall be considered as holiday leave.
- 19.6 Personal Holiday – Bargaining unit members will follow Personnel Rule §66.54

Each employee shall be granted eight hours per year to be used as personal leave for any reason. The entire eight hours must be used at one time. Personal leave must be used before the last payroll ending in December of each year. If not used during the calendar year, said leave will not be carried into the next calendar year and will be forfeited. Personal leave applies only to regular status employees who have completed their appraisal period.

19.7 Injury Leave - Bargaining unit members will follow Personnel Rule §66.55

A. Injury leave shall be granted to any regular status employee who sustains an injury as a result of or in the course of the performance of his or her job. Injury leave is intended to cover the initial waiting period of seven working days under the State's Workers' Compensation Act.

Editor's Note: See NMSA 1978, § 52-1-1 et seq. Only one period of injury leave shall be paid for during any occurrence resulting in injury to an employee.

B. Reporting. Any employee injured on the job shall immediately report the injury to his or her supervisor, who shall then report the injury to the Human Resource Department. An employer's first report of injury or illness form, known as the "E-1-2 Form," shall be completed and submitted no later than 48 hours of the injury to the Risk Management Clerk within 48 hours of the injury.

1. If medical attention is required, the injured employee shall immediately report to the City's designated treatment facility for initial treatment. The injured employee will identify himself/herself as an employee of the City of Las Vegas and that the injury is work related and initial treatment of the injury will be provided.
2. After initial treatment, the treatment facility will contact the City's Risk Management Clerk to report status of injury and whether the employee will be able to return to work. Medical reports will be provided to the New Mexico Self Insurer's Fund and to the Human Resource Department as soon as practicable.
3. The designed attending physician will, if necessary, and only after approval by the New Mexico Self Insurer's Fund, refer the injured employee to a physician recommended or referred by the designated attending physician. [Physician(s) on the authorized referral list are physicians who specialize in a particular area of medicine which is required for treatment of the particular injury.]
4. New Mexico Self Insurer's Fund will make the necessary arrangements for doctor appointments, travel and accommodations, if needed. At all times, the City Safety Office and the Human Resource Department will keep in constant communication with the Self Insurer's Fund, designated treatment facility, and the designated treating physician(s) on any and all matters pertaining to the injured worker.

C. After the seventh consecutive calendar day of injury leave, the employee must determine whether he/she will:

1. Use his or her accrued leave, i.e., sick leave or vacation leave at 100% or his or her regular salary. In this case benefits, i.e., PERA, health insurance, and leave accruals, will continue as long as the employee is using accrued leave earned; or
2. The employee wishing to take leave without pay and not use his or her accrued leave will be paid through workers' compensation at the rate of 66 2/3% of his or her regular salary. In this case benefits, i.e., PERA, health insurance, and leave accruals, will cease until such time as the employee returns to work.

D. The employee sustaining a reported on-the-job injury and who, as a result of said injury, is off the job in excess of seven consecutive calendar days, must complete form WC 88-1, and authorize the City to pay them under either Subsection C(1) or (2) herein.
E. In no case will an employee injured on the job be allowed to return to work without a written release from his or her doctor. (Refer to Exhibit B. *Editor's Note: Exhibit B is included at the end of this chapter*)

19.7.1 Family and Medical Leave– The City of Las Vegas will follow the requirements as provided in the Family and Medical Leave Act.

19.8 Temporary Disability Leave - Bargaining unit members will follow Personnel Rule §66.57

A. Definition. As used in this section, the following terms shall have the meaning indicated:

TEMPORARY DISABILITY LEAVE

Constitutes a period of leave without pay during which the employee shall retain his or her position and status as an employee of the City. The employee will not accumulate leave or be subsidized for or receive any benefits. However, if the employee wishes to continue his/her insurance coverage, he/she must contact the Human Resource Office to arrange to do so.

B. Eligibility. Employees subject to the following conditions shall be eligible for temporary disability leave. Any eligible employee wishing to take temporary disability leave must provide the department director and the Human Resource Director with a doctor's statement of the medical reason for the temporary disability leave.

1. An employee who, for reasons of maternity or related medical conditions, elects to take a temporary leave of absence, is eligible for temporary disability leave. This leave will be administered in concurrence with the Family Medical Leave Act.

2. An employee who has sustained a non-job-related injury or illness is eligible for temporary disability leave.

C. Petition for extension. If at the end of the period of temporary disability leave the employee wished to request an extension, the employee must petition the City Manager, who may order, at his discretion, a physical or mental examination to be performed at the City's expense by a City designated physician to establish the fitness of the employee. The City Manager shall determine, after review of the physician's findings, whether the employee will or will not be granted an extended temporary disability leave for a period of up to 30 calendar days or be terminated from the City's employment. The City Manager shall render this decision on the basis of the medical findings and in the best interest of the City.

19.9 Jury Leave - Bargaining unit members will follow Personnel Rule §66.58

- A. Jury leave shall be granted to any employee of the City when ordered by the courts to serve on jury duty.
- B. Upon being summoned to jury duty, an employee shall immediately notify his/her supervisor of such by presenting the original, official summons or notice immediately. The summons or notice shall be attached to the employee's weekly timesheet as substantial documentation for the absence. The supervisor shall make necessary arrangements, including work schedule rearrangement, so that the employee may attend jury duty,
- C. If an employee is dismissed by the court for the day or for any reason, and if said dismissal occurs within the employee's regularly scheduled working hours, the employee shall report to his supervisor and assume his regular work duties.
- D. The court will compensate the City for jury leave performed by the City employee at the hourly rate established by the courts. The City shall compensate the employee his/her regular pay for regular work time serviced in the capacity of a juror. The City Finance Department shall receipt the court's compensation to the proper fund. (See Administrative Regulation A-91-69. *Editor's Note. Administrative Regulations are available from the City offices*)

19.10 Military Leave - Bargaining unit members will follow Personnel Rule §66.59

Municipal employees who are members of organized units of the Army or Air National Guard, Army, Air Force, Navy or Marine Reserves shall be given time off not to exceed 15 military calendar days of military leave with pay, annually. When they are ordered to active duty training with such organized units, such leave is to be in addition to other leave or vacation leave with pay to which such employee(s) is otherwise entitled to. The military calendar year begins October 1 and ends September 30.

19.11 Unauthorized Leave - Bargaining unit members will follow Personnel Rule §66.60

- A. Any leave not authorized according to the appropriate rules set forth herein shall be deemed to be an unauthorized absence without pay and may be subject to disciplinary actions.

19.12 Leave Without Pay and Extended Leave Without Pay - Bargaining unit members will follow Personnel Rule §66.61

- A. The employee may request a leave of absence for a period of time not to exceed one year.
 - 1. The employee may request from his/her immediate supervisor, in writing, leave without pay, identifying the length of time and reason for leave. The department director will then forward the request to the City Manager with a recommendation.

2. The City Manager will make a determination whether the leave request should be granted based on the reason for leave and recommendation from the employee's supervisor. The City Manager's decision is final.
- B. Leave will not be granted to an employee for the purpose of accepting other employment. If, at any time, the employee is found to be employed elsewhere, this shall be cause for termination.

19.13 Administrative Leave— The City Manager may, on occasion, grant up to four hours of administrative leave to all employees. Such administrative leave shall be granted for only those employees who are scheduled to work on the day such leave is granted. For bargaining unit employees who are not able to take the administrative leave because of their work schedule, these employees shall be allowed to take the time off within the following five-day work period as scheduled by management.

ARTICLE 20. HOLIDAYS

- A. The City Council shall schedule a minimum of eighty-eight (88) hours of holiday leave in accordance with the Federal holidays schedule and eight (8) hours for a Personal Holiday for a total of ninety-six (96) hours per year to be designated annually by administrative regulation per Personnel Rule §66-51.
- B. Each employee shall be granted eight (8) hours per year (personal holiday) to be used as personal leave for any reason. The entire eight (8) hours must be used at one time. Personal leave must be used before the last payroll ending in December of each year. If not used during the calendar year, said leave will not be carried into the next calendar year and will be forfeited. Personal leave applies only to regular status employees who have completed their probationary period. Such time shall be scheduled subject to the agreement of the employee and his/her supervisor.

ARTICLE 21. LEAVE WITHOUT PAY

- A. All requests for leave without pay require a recommendation from the department head or his/her designee, and any request for leave without pay requires approval from the City Manager.
- B. Local Union officers and stewards may be allowed leave without pay for legitimate Union business such as Union membership meetings, Union conventions, conferences, seminars, and workshops. Upon approval, the employees shall have the option of utilizing any accumulated vacation in lieu of taking such leave without pay. Such approval shall be considered on a case-by-case basis.
- C. Time taken off as leave without pay, in conjunction with paragraph (B), of this section shall be counted as continuous service for calculating seniority.
- D. AFSCME Local 2851 officers may use up to 160 hours of combined leave without pay per year as needed to administer, educate, and facilitate the needs and responsibilities of the membership. This leave is subject to the staffing requirements of the City.

ARTICLE 22. FURLOUGH, LAYOFF, AND RECALL

- A. Upon determination by the Employer that a layoff or furlough of bargaining unit employees is deemed necessary, the Employer shall prepare and submit to the Union a written plan justifying the need for a layoff or furlough.
- B. Prior to any layoff or furlough, the City Manager will meet and confer with the Union to determine if any other cost-cutting measures can be initiated to avoid the layoff or furlough.
- C. Within seven (7) working days of receipt of a furlough plan, the Union shall develop a list of bargaining unit employees who will voluntarily participate.
- D. Notice: If a layoff or furlough is to be implemented, affected employees shall receive two (2) weeks' written notice.
- E. Wages and Benefits: Upon layoff, laid off employees shall have paid in full all due wages, all accrued annual leave and compensatory time.
- F. Employees will be laid off in reverse order of seniority, based on total years of continuous service with the City of Las Vegas. Employees who accept a lower paying classification as a result of a reduction in work force, will have recall rights to the previous classification held prior to the reduction in work force.
- G. Laid off employees have recall priority over employees applying for a promotion on vacancies within the job classification from which they were laid off.
- H. Employees on layoff status will be given notice of recall according to the following procedure. The City will advise the employee to be recalled by certified or registered mail. Failure on the part of the employee to provide and maintain the correct mailing address will result in the forfeiture of recall rights.
- I. An employee, upon receiving notice of recall will, within five (5) days acknowledge receipt by certified or registered mail or personal service to the Human Resource office advising the City of the date he/she will be available for service. Available date will not be later than fifteen (15) days from the date the employee receives the recall notice. Any employee who fails to meet the deadline identified forfeits all recall rights. An employee shall have six (6) months of recall rights from the date of layoff. The Employer has no further obligation to the employee(s) for recall rights following the six (6) months of layoff.

ARTICLE 23. SCHEDULING WORK AND LUNCH BREAKS

- A. When the Employer is implementing a long-term change (a change of thirty (30) days or more) in work schedule such change(s) will be posted at the appropriate worksite(s) at least five (5) days prior to the effective date of the change.
- B. The City shall allow two (2) fifteen (15) minute breaks per eight (8) hour shift, which shall be taken on paid time. Break time shall be scheduled by management. Breaks shall be taken at the worksite or the nearest location to the worksite that provides a restroom facility.
- C. The Employer shall give each employee a lunch break of at least thirty (30) minutes, not to exceed an hour, on non-pay status. Lunch breaks will be scheduled by the immediate supervisor.

ARTICLE 24. OVERTIME/COMPENSATORY TIME

- A. Overtime: The Employer shall compensate bargaining unit employees at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay for hours worked in excess of their normal work week or forty (40) hours (hereinafter referred to as "overtime pay".)
- B. Overtime Scheduling: Each department shall maintain and post a class seniority list. Employees shall be offered overtime work on a rotational basis from that list, the first employee on the list being offered the overtime first. If an employee declines the overtime, the next employee on the list will be offered the overtime, etc., until all the employees on the list have been offered the opportunity to work overtime. If all employees decline overtime work the Employer shall assign overtime on a rotational basis in reverse order of the class seniority list.
- C. Compensatory Time: At the employee's written request, and the Employer's approval, an employee may accrue up to forty (40) hours of compensatory time off (hereinafter referred to as "comp time"), at the rate of one and one-half (1 ½) hours for each hour of time worked. This is in lieu of overtime pay. The date the comp time may be used is to be agreed upon by the supervisor and the employee.

ARTICLE 25. TRAINING AND EDUCATION

- A. Conditions for Full City Payment. Training directed and/or required by the City, shall be paid by the City in full and in accordance with State and City travel policies, as defined by administrative regulations.
- B. Conditions for Reimbursement for Job-Related Training. Employees may request City reimbursement toward any training that is not required by the City but is job related. The Department Director may authorize City reimbursement for such training based on how it relates to the employee's job, the availability of funds for the reimbursement, and provided the training does not interfere with the employee's job performance. Reimbursement funds must be requested prior to participating in the training.
- C. Amount of City Reimbursement. If the Department Director authorizes reimbursement, the City shall pay up to 75% of the cost of the training, based upon adequate documentation provided the employee shows satisfactory completion of said training.
- D. Employee Obligation. As a condition of receiving reimbursement from the City the employee must:
 - 1. Provide documentation to the Department Director indicating the training has been completed with a passing grade of C or better.
 - 2. Employee(s) shall sign an agreement that if he/she should relinquish his/her position with the City for any reason within one (1) year of the completion of the training, the City's contribution toward said training for the past year will be deducted from the employee's final paycheck.

ARTICLE 26. CITYWIDE SAFETY REVIEW COMMITTEE

- A. The purpose of the Safety Committee is to review safety policies and recommend modifications as necessary to the City Manager. The Committee shall meet bi-annually. Management will schedule a meeting in January and July.
- B. In acknowledgment with the City's Safety and Health Policy*, the Safety Committee shall include two bargaining union members.
- C. The AFSCME President shall make his/her appointments of the two bargaining members to the Safety Committee.
- D. Union members may attend safety meetings on paid status.

*Nothing in the City's Safety and Health Policy shall supersede any provisions and protections afforded to the membership of AFSCME Local 2851 in this agreement.

ARTICLE 27. EMPLOYEE PARKING

The Employer will continue to provide employee parking.

ARTICLE 28. MILEAGE AND PER DIEM

Employees required by management to travel out of town to conduct city business will be paid mileage and per diem as required by law. All per diem must be paid to the employees within two (2) weeks of a written request for these funds, and after completion of travel.

ARTICLE 29. DWI/DUI - DRUG AND ALCOHOL ISSUES

- A. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol shall immediately report the incident to his/her Department Director. If the citation is issued on a non-working day, then the incident shall be reported to his/her Department Director on the first workday after the issuance of the citation.
- B. Any employee whose duties and job description require that he/she operate any motorized city-owned vehicle, and who is arrested/cited for Driving While Under the Influence of drugs or alcohol while off-duty, and who does not obtain a limited driver's license pursuant to Section 66-5-35, NMSA 1978 as amended, shall be disciplined as follows:
 - 1. The employee shall be placed on leave without pay on grounds that he/she cannot perform his/her duties as required by the employee's job description until the employee's driver's license has been restored. Restoration of the driver's license must occur within six (6) months from the effective date of the revocation or suspension. Any employee placed on leave without pay pursuant to this section will not receive any City benefits during such absence. Should the employee not have his/her driving privileges restored within six (6) months, the employee shall have provided just cause for termination.

2. If the employee receives a subsequent DWI/DUI citation at any time during employment with the City, the employee shall have provided just cause for termination from employment with the City of Las Vegas.
- C. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol, while operating a City-owned motor vehicle, shall not operate a City vehicle. That employee shall have provided just cause for termination.
- D. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol, while operating a personal motor vehicle while on City time (during the employee's work day), the employee shall have provided just cause for termination. An employee shall be deemed to be on "City time" even while away from regular work hours if he/she is on "on-call" status.

ARTICLE 30. CLASSIFICATION

- A. Consistent with the rights, responsibilities, and obligations of management, the employer will continue to prepare and maintain a Classification Plan which provides for groupings of positions within the City structure. Such classifications are based on the duties, scope of responsibilities, and qualifications.
- B. Employees will be provided a copy of any changes that are made to their job description. Nothing shall prevent the employee or the Union from bringing issues related to the employees' job description to the attention of management.
- C. Employees will not be required to perform duties that are not related to the employee's assigned classification as a regular assignment. Employees may be required to perform job related duties as necessary or assigned by their supervisor. Qualified employees assigned by their supervisor to perform duties for a higher classification will be paid within the pay range of the higher classification.

ARTICLE 31. STATE CERTIFICATION

- A. The City will continue the current practice and policy of paying for annual certification and examination fees up to a maximum of two examinations for each certification level. Should such examination take place during the employee's regular work hours, time required for testing and reasonable travel time and vehicle will be given.
- B. Employees required to maintain a state certification as a condition of continued employment will receive mileage and per diem in accordance with the state law when required to travel out of town to take the required training and/or exams.

ARTICLE 32. RESIGNATION

An employee wishing to resign employment with the City of Las Vegas in good standing shall submit his/her resignation fourteen (14) calendar days prior to the effective date of the resignation. Once a resignation is submitted, an employee may request to withdraw his/her resignation by submitting the request in writing within forty-eight (48) hours. Upon mutual agreement of the parties, the forty-eight (48) hours standard may be waived.

ARTICLE 33. NEGOTIATING PROCEDURE

1. Negotiations will be conducted in closed sessions. Sessions will be scheduled for a maximum of four (4) hours. However, it is recognized that the parties by mutual agreement can adjourn at an earlier time.
2. The number of each negotiating team shall be limited to five (5) persons, the members for the City may be a representative of whomever the City of Las Vegas chooses to represent the City at the table. The Union will appoint their own team subject to the above. An alternate(s) may be substituted for a regular member of the negotiating teams for the purpose of providing needed information, facts or data. The parties will provide advanced notice to the other party when substitutes will be in attendance. Parties may replace members of their team as they see fit.
3. There is no order as to whether economic or non-economic items will be discussed first.

ARTICLE 34. NEW EMPLOYEE ORIENTATION

The employer will provide to the union staff representative and the union president notice of who will attend the new hire orientation, by email, at least two (2) days prior to the orientation. The union shall be given thirty minutes during the new hire orientation to educate the new employees about the union and provide materials to them. The employer agrees that they will not be present in the room during this time. During the orientation, the employer will state, "you may be eligible to be a member of a union". The union is here to provide information" and nothing else.

The employer shall provide to the Union a list of all AFSCME eligible employees prior to the completion of the employee's six month probation.

The notification will be sent via email to the Union President and the union staff representative.

ARTICLE 35. BENEFITS

- A. Medical: The City will pay 75% of the premium for those employees who choose to participate and the employee will pay 25% of the premium.
- B. Life Insurance: The City will continue to provide the current coverage.
- C. The City will continue to pay its share of the medical insurance premium as required by the Family Medical Leave Act as it relates to employees on approved leave.

ARTICLE 36. INCREMENT PAY/LONGEVITY

Fiscal Year 2026– Effective the first full pay period after ratification and signature of the Agreement by the parties or resolution of impasse, whichever is first. All bargaining unit employees will receive a \$1.00 per hour increase to their regular hourly rate of pay. Only non-economic negotiations through May 2027.

ARTICLE 37. COMPENSATION

Fiscal Year 2026– Effective the first full pay period after ratification and signature of the Agreement by the parties or resolution of impasse, whichever is first. All bargaining unit employees will receive a \$1.50 per hour increase to their regular hourly rate of pay. A minimum wage rate of \$16.00 per hour for all full time employees. Only non-economic negotiations through May 2027.

ARTICLE 38. CLOTHING ALLOWANCE/REPLACEMENT

For the period of this Agreement, the clothing replacement shall be administered in accordance with Administrative Regulations. The employer will provide the following every two (2) years:

- Five (5) pants
- Five (5) duty shirts
- One (1) pair of safety footwear which meets or exceeds ASTM F2413-17 standards
- One (1) waterproof winter or summer jacket

The employer will provide one (1) winter or summer coverall as required by the employee's job description every two (2) years.

Uniform items are not intended to be worn outside of work. If the employee can demonstrate to the director that a uniform item was damaged in the line of duty, the employer may replace it. A clothing allowance of \$200.00 will be paid in the off year for replacing damaged and/or worn uniforms. Employees shall be required to produce receipts of uniform replacement purchases to their Directors. The employee shall make every effort to come as close as possible to spending the entire allotted amount for uniforms.

All employees issued a uniform shall wear the complete uniform during working hours with the exception of the jacket and maintain a professional appearance.

ARTICLE 39. WHOLE AGREEMENT

- A. The parties acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and not removed by law, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. For the life of this Agreement, each party waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement. However, the matters within this Agreement may be amended during the term of this Agreement by mutual written agreement or Memorandum of Understanding (MOU) and shall be approved by the Governing Body prior to implementation.

ARTICLE 40. GENERAL SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be declared invalid by the Labor Management Relations Board and/or any court of competent jurisdiction, the validity of the remaining portions shall not be affected and shall remain in full force.

Should this occur, either party, within ten (10) days may request in writing, to meet to negotiate a suitable provision to replace the provision held invalid.

ARTICLE 41. TERM OF THE AGREEMENT

This Agreement shall become effective upon ratification and signature of this Agreement or upon resolution of impasse, whichever is later, and shall remain in full force and effect through June 30, 2025. Either party may request the reopening of negotiations. The parties may reopen of negotiations on one (1) economic article, one (1) non-economic article and one (1) other article identified by each party filing written request to open negotiations no later than January 15th of each year the contract is in effect. Negotiations for a successor full collective bargaining agreement will occur upon written request by a party filed no later than January 15, 2026.

Each party will be provided an electronic copy of the Contract in "Word" format.

ARTICLE 42. AUTHORIZED SIGNATURES AND ATTEST

IN WITNESS WHEREOF, the parties have executed the amendments to this Agreement on this

11th day of June, 2025.



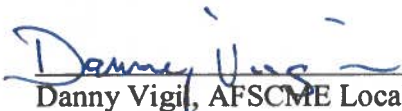
David Romero, Mayor

6/11/25
Date



Robert Anaya, City Manager

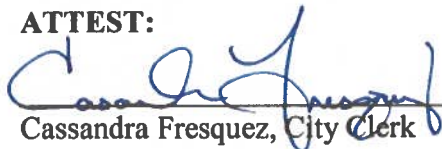
6/11/25
Date



Danny Vigil, AFSCME Local 2851 President

6/12/25
Date

ATTEST:



Cassandra Fresquez, City Clerk

6/11/25
Date

