

**THE CITY OF ALBUQUERQUE  
and  
AFSCME LOCAL 624 TRANSIT UNION**

**Effective September 25, 2021 through June 30, 2023**

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# **AGREEMENT**

## **0. RECITALS**

### **0.1 Preamble**

0.1.1 The general purpose of this Agreement is to:

01.1.1 Provide for the wages, rates of pay, hours and other conditions of employment of the MCOs and SVCs of the Albuquerque Transit Department;

0.1.1.2 Provide for an efficient means of manning the service;

0.1.1.3 Provide for the fair treatment of City Transit MCOs and SVCs;

0.1.1.4 Provide for the efficient operation of the Albuquerque Transit Department so that public transportation service may be rendered in such a manner as will best serve the public convenience and necessity without interruption;

0.1.1.5 Provide for the prompt and amicable adjustment of disputes which may arise out of the application or interpretations of this Agreement or otherwise;

0.1.1.6 Provide for such other arrangements which may be deemed advisable by the parties hereto to safeguard their respective interests and establish and maintain harmonious relationships; and

0.1.1.7 Provide for the safeguarding of the City's Property.

### **0.2 Authority**

0.2.1 This Agreement has been made and entered into between the City of Albuquerque, New Mexico hereinafter referred to as "City", and the AFSCME Local 624 Transit, hereinafter referred to as the "Union", representing the full-time permanent, non-probationary Motor Coach Operators (MCOs) and Sun Van Chauffeurs (SVCs) employed by the Albuquerque Transit Department of the City of Albuquerque, New Mexico.

### **0.3 Scope of Agreement**

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

0.3.2 This Agreement replaces in its entirety any and all previous Agreements and represents the only Agreement of the parties hereto. When any conflicts occur, this Agreement shall govern as provided by the City of Albuquerque Employee Relations Ordinance.

0.3.3 Under normal circumstances, the Union will be given prior notice of proposed changes in City or department wide written policies that directly affect bargaining unit employee working conditions. The Union will be given fourteen (14) 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. Notwithstanding the foregoing commitment, neither party shall be required to negotiate any issue during the term of this Agreement, whether the issue is contained in this Agreement or not part of this Agreement, unless specifically mandated by another provision of this Agreement.

### **0.4 Recognition**

0.4.1 The Union, having shown that it represents a majority of employees holding the job position of MCOs and SVCs is hereby recognized as the exclusive bargaining agent for such permanent, non-probationary MCO and SVC employees. The City agrees to deal with appointed or elected Union officials designated by the Union. The Union agrees to work through the Transit Department and then if necessary through the Office of Human Resources on any issue that may arise concerning employee problems or this contract.

0.4.2 The right of individual employees to present their own requests or process their own grievances except an appeal to the (Labor Board or Arbitration) shall not be impaired by this Agreement. The Union will be given written notice of any grievance filed by any member of the

Local 624 Transit's Bargaining Unit and a Union representative may be present at such grievance.

0.4.3 For the purpose of this Agreement, the term "employees" shall include, as heretofore states, only those permanent non-probationary employees holding the job position of MCOs and SVCs. All other employees irrespective of their job position title, including those who are members of supervision, shall be excluded from representation by the Union.

0.4.4 It is understood that for collective bargaining purposes, the Union will represent all permanent non-probationary Motor Coach Operators ("MCOs") and Sun Van Chauffeur ("SVCs") and not probationary employees;

0.4.4.1 All new MCOs and SVCs will be hired as permanent, probationary employees; and

## 1. GENERAL LABOR/ MANAGEMENT PROVISIONS

### **1.1 Payroll Deduction of Union Dues**

1.1.1 For the convenience of the Union and its members, the City agrees to deduct regular bi-weekly dues, Union-sponsored insurance and pension plan payments from the pay of those employees who properly authorize the City to make such deductions.

1.1.2 Such deduction requests to the City's Central Payroll Department/or designee will authorize the City to deduct the amounts specified in writing by AFSCME Council 18 . The amounts authorized may be changed in writing through AFSCME Council 18.

1.1.3 AFSCME Council 18 will submit, a listing of deductions for new members to City Payroll Department. Such listing will be in the format approved by the City.

1.1.4 Changes in established deductions may be submitted by AFSCME Council 18 once per calendar quarter. Such changes will be submitted in the format approved by the City no later than ten (10) days prior to the end of the second pay period in the month requested.

1.1.5 The Union will stock the forms necessary for Union deductions or their cancellations.



1.1.6 Deductions shall be remitted to AFSCME Council 18 on a biweekly basis and the City shall furnish to AFSCME Council 18, monthly, a record of those for whom deductions have been made each month.

1.1.7 Employees who are dues paying members of AFSCME Local 624 Union, and wish to cancel dues deductions will do so by providing appropriate notice to Local 624 Transit within five (5) calendar days following their employment anniversary. Such cancellation notice must have the president's signature.

1.1.8 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 the above.

## **1.2 Union Rights**

1.2.1 Local Union officers may be granted time off without pay from their normal duties to attend conventions, conferences and seminars previously identified by the parties and monthly Union meetings on the second Wednesday and last Wednesday of the month. Union officers may also be granted leave without pay for Union matters approved by the appropriate supervisor or the Office of Human Resources. For the purposes of this paragraph, "Union Officers" shall be limited to the elected officers and executive board members of the Union. Requests for this leave that exceed ten (10) of the employee's work days will be subject to the approval of the CAO. To request leave for time off without pay, the employee will use KRONOS and inform the employee's supervisor and the HR Director or designee of the request. The employee may utilize accumulated vacation time or leave without pay for these purposes. Local Union stewards may be granted time off without pay from their normal duties to attend monthly Union meetings on the second Wednesday and last Wednesday of the month. The Union shall provide the Human Resources Officer and each affected supervisor with the names of the stewards. The Union shall update the list as changes occur. Union leave without pay shall be subject to the prior approval of the department. The department shall determine whether or not to approve an employee's request based solely on the operational needs of the department. If a bargaining unit employee is elected to an officer's position within the union, the officer will be granted vacation leave or leave without pay for the union's national convention, provided the officer submits a leave request form prior to the employee's submission of a registration

form to the union's national convention. The City will not prorate, nor eliminate sick and vacation leave accruals for employees on approved unpaid leave for union activities.

1.2.2 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.

1.2.3 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 \$131,000.00 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 by the Local President 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 two stewards (only), designated by the President, for up to five hours per week for each steward, whether or not part of that steward's regularly scheduled work week, will count toward the calculation of overtime. The stewards will not enter time for union time performed in excess of five 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 twenty-four (24) 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 be denied only in cases of emergency. Where the employer sets a meeting for which Union Time may be used (for investigation interviews, pre-determination hearings and grievance hearings), but provides the employee with less than five City Business Days' notice, the Employer shall allow the Union to use Union Time for such an event. 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 employed by the City, 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 a person to use President's time.

For an authorized union representative designated by the Union President, Union business is defined as attending a predetermination hearing requested by a bargaining unit employee, a grievance hearing when requested by a bargaining unit employee or an arbitration/Labor board hearing, or other matters directly affecting employees represented by the union. Unless otherwise approved by the Human

Resources Officer, one (1) Local 624 Transit Officer who serves as the lead, and one (1) steward, shall be granted Union time leave with pay for any hearing. Unless otherwise approved by the Human Resources Director, the steward shall be a bargaining unit employee assigned to the same department to which the affected employee is assigned.

President's Time Local 624 Transit. The Union President or his/her designee shall be allowed a total of up to 10 hours per week to perform Union business.

1.2.4 A bulletin board will be furnished by the City for the posting of official Union notices and other information. Such notices shall not include religious, political, derogatory, inflammatory, or discriminatory notices. The bulletin board will not be used to criticize the Union, and any of the Union policies, any of the Union officials, management, any management policies, or any management employee. The Union may apply locks to these boards at its own expense.

1.2.5 A union official who is on leave without pay status on the day before or the day after a City approved holiday shall be eligible for holiday pay if the official is required to work the holiday provided the official's leave without pay has been approved by the City for official City business. A maximum of two (2) union officials shall be eligible for this benefit on any given holiday.

1.2.6 Leave without pay: Employees holding office in the union may be granted leave without pay under the provisions of Section 18 of the Merit Systems Ordinance, as amended. The employee will retain seniority rights as defined in Section 14 of this Agreement.

1.2.7 The Human Resources Director or designee will provide to the AFSCME Staff Representative and AFSCME Local Presidents notice of who will attend the New Hire Orientation, providing the tentative list once, and the final list on the Friday before the orientation

1.2.8 The rights guaranteed to the union in this agreement are exclusive rights. These rights shall not be granted to a competing labor organization.

### **1.3 City Rights**

1.3.1 The City retains all rights not expressly curtailed by this Agreement and as provided in Section 2-2-5 of the Employee Relations Ordinance, Council Bill 0-67, as amended and approved January 3, 1977.

1.3.2 Social Security numbers are to be kept confidential. Should any information be needed, the employee will provide requested information to employer.

1.3.3 The Union agrees to cooperate in voluntary fund drives supported by the City.

## **1.4 Requests for Information**

1.4.1 The City and Union may make "litigation discovery requests" in any venue in which a proceeding is brought. In a state or federal court, the rules of the venue control such discovery. In other venues, the Parties will provide discovery responses within fifteen (15) City Business Days or at least ten (10) City Business Days before the applicable hearing, at no cost.

1.4.2 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's central HR will be copied on all CBA request. 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.

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

## **2. PAY PROVISIONS**

### **2.1 Salary**

2.1.1 For fiscal year 2022, bargaining unit employees' hourly rate of pay will be increased by the amounts provided on accompanying tables on the first full pay period following ratification by the membership, approval by the Mayor, and signature by the parties. Periodically as requested, the City and the Union will meet to discuss

the budget and economic items related to this contract. For fiscal year 2023, bargaining unit employees' hourly rate of pay may increase by the amount, if any, appropriated and approved by the City Council, and any increase effective the first full pay period after July 1, 2022 and will be memorialized in the City's pay plan and in an MOU with the Union. There shall be no retroactive compensation benefit in this Agreement.

As required by law and ordinance, all economic terms are subject to annual appropriation of the amounts set forth in the Agreement by the City Council, including but not limited to appropriation in the Budget Resolutions for the Fiscal Year in which an increase in compensation is set forth in this agreement.

### 2.1.2 Salary Schedule - FY/22

	<b>Continuous Service in Grade Q00 (Motor coach)</b>	
Step 2	End of probationary employment through 2 years	\$ 16.81
Step 3	Beginning 3 years	\$ 20.72

	<b>Continuous Service in Grade QSV (Sun Van)</b>	
Step 2	End of Probationary employment through 4 years	\$ 14.50
Step 3	Beginning 5 through 9 years	\$ 16.01
Step 4	*Beginning 10 years	\$ 18.77

\*Includes one QSP to QSV

<b>3 Employees Outside of Pay Plans and Red Circled</b>	
QSP Eliminated - QSV Grade employees	
•One QSP to QSV; One QSV at Step 4	\$19.33
•One QSP to QSV	\$20.72

2.1.2.1 Any driver starting as a new City employee or transferring into QSV (Sun Van) or QOO (Motor Coach) classification will start as Probationary or at Step 2, as applicable, regardless of prior service, including prior serve as a driver; except that employees in Senior Affairs in Grade B20 who are Senior Affairs Service Providers/Drivers will receive time-for-time credit, for the Salary Schedule only, for time worked for the City only as a driver in Senior Affairs. Vacancies for positions in QSV, not MCO, will be posted internally for two weeks or more before being posted externally and otherwise consistent with City practices for internal postings. This requirement for internal postings expires on June 30, 2023.

Except under Section 2.1.2 and 2.5, there will be no step increases during the term of this agreement unless both parties otherwise agree.

2.1.3 The Parties agree that no new bargaining unit employee may qualify for, fill, or be paid according to, the QSP Grade. The QSP Grade is limited to those five (5) employees who are currently paid at that rate and four (4) employees who have filed a grievance to be classified as QSP who are identified in an email between the City and Union negotiating teams; as vacancies occur, the positions will be eliminated. QSP Grade employees may apply for a MCO position qualifying for the Q00 pay Grade, at the employee's applicable step. Such a request will not be unreasonably denied. Any such a transfer is final and the vacated position will be eliminated.

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QSP Grade employees must maintain a current Commercial Driver's License with a P endorsement; if an employee fails to do so then the employee will be transferred to a QSV Grade, shall perform QSV duties, and that transfer is not discipline but the loss of a benefit. QSV Grade employees who hold a New Mexico Commercial Driver's License with a "P" endorsement may apply for a MCO position qualifying for the Q00 pay Grade, at the employee's applicable step. Such a request will not be unreasonably denied. The City will allow, but may not require, QSV Grade employees who hold a New Mexico Commercial Driver's License with a "P" endorsement to operate a motorcoach as needed, and when QSV Grade employees perform MCO duties, they will be paid the Q00 pay Grade, at the employee's applicable step, for the time worked actually operating a motor coach.

2.1.4 All MCOs and SVCs shall be paid twelve (12) minutes per day for each pullout of a regular assignment from the Transit Department Terminal for the purpose of performing those preparatory duties stipulated by the Transit Director. Should additional preparatory duties be requested by the Transit Director, the negotiating committees of the City and the Union shall meet to determine the amount of additional preparatory time required. All MCOs and SVCs shall be paid six (6) minutes for storing equipment at the end of the run after pulling in to the yard at the Transit Department Terminal.

2.1.5 MCOs and SVCs will be paid every other Friday, as is the current practice of the City.

2.1.6 This agreement is enacted in accordance with the provisions of the Labor-Management Relations Ordinance, § 3.2.19 R.O. 2021.

## **2.2 Longevity Pay for Members**

2.2.1 Longevity pay will be paid as follows for the term of this contract.

Years of Continuous Service	Longevity Pay per Pay Period
5 years and 1 month	\$19.62
6 years and 1 month	\$23.54
7 years and 1 month	\$27.46
8 years and 1 month	\$31.38
9 years and 1 month	\$35.31
10 years and 1 month	\$39.23
11 years and 1 month	\$43.15
12 years and 1 month	\$52.62
13 years and 1 month	\$57.00
14 years and 1 month	\$61.38
15 years and 1 month	\$65.77
16 years and 1 month	\$70.15
17 years and 1 month	\$74.54
18 years and 1 month	\$78.92
19 years and 1 month	\$83.31
20 years and 1 month and over	\$87.69

2.2.2 For employees hired within the Department after July 1, 2003, all City service time shall be used to compute longevity "years of continuous service."

## **2.3 Overtime**

2.3.1 MCO Operators, Extra Board Operators and SVCs will be paid at the rate of time and one-half their regular hourly rate of pay for all hours worked in excess of 40 hours per week.

2.3.2 If the unscheduled extra board protector is called in to work and no work is available when he/she reports to work, the employee will be guaranteed at least two (2) hours work.

2.3.3 For the purpose of computing overtime, paid vacation and sick leave will be considered time worked.



2.3.4 Scheduled Overtime: The employer shall prepare, maintain and post an up-to-date scheduled overtime list by classification and seniority within the work unit at least two times per year. Employees who have signed up for voluntary overtime shall be offered overtime in seniority order on a rotating basis. If the above procedure has been followed and no employee on the volunteer list is available for overtime work, the City may draft employees in reverse seniority on a rotating basis.

## **2.4 Compensatory Time**

2.4.1 Prior to working an overtime assignment the employee and management by mutual agreement may provide for the overtime assignment to be worked for compensatory time at one and one-half (1 1/2) times the hours worked over forty (40) hours per week. The employee shall be responsible for providing the written documentation for the supervisor's signature.

2.4.2 Employees will be allowed to accrue a maximum of 40 hours worked which equals 60 hours of comp time. Approved comp time will be used on a "first come first served basis." There will be a maximum retention period for accrued comp time. The comp time must be used by April 1, of each year. Any comp time not used by December 31 of each year will be paid on the next full pay period.

2.4.3 Employees who have accrued compensatory time at the time of termination of employment shall be paid for the unused compensatory time at their current rate of pay if such time 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**

**This section intentionally left blank**

#### **3.2 Insurance Programs**

3.2.1 The City will furnish Group Life Insurance to employees of this bargaining unit.

3.2.2 The City offers group hospitalization plans for employees. Participation in the plans is voluntary. The City will pay 80% of the premium of the plan selected by the employee and the employee will pay 20% of the premium. The plans will continue in effect until modified or amended by the City.

#### **4. RETIREMENT PLANS**

##### **4.1 NM Public Employees Retirement Association**

4.1.1 The City will abide by the Public Employees Retirement Act of New Mexico as is now in effect. Employees of the Transit Department 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 shall assume nine and eighty-six hundredths percent (9.86%) of the employee's P.E.R.A. premium contributions.

4.1.3 In the event the P.E.R.A. Board or a court of competent jurisdiction determines the City cannot implement the increases to the P.E.R.A. contribution, as set forth above, the parties will meet to negotiate and alternative means of implementation in compliance with P.E.R.A. regulations and the applicable law.

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 born completely by the employee, the City will afford the employees an opportunity to vote on the issue of inclusion under the increased formula.

#### **5. VACATION LEAVE**

##### **5.1 Vacation Leave**

5.1.1 Employees shall be permitted to submit scheduled vacation requests, bid in December, for up to two (2) weeks for the following calendar year; and after the completion of the December vacation bid, another week for the current calendar year, bid on the second weekend in January, for any remaining available slots; for a total of three (3) weeks scheduled vacation per calendar year.

5.1.2 An employee who has accumulated over two (2) years vacation may convert fifty percent (50%) of the accumulation over two (2) years to a cash payment once a year.

5.1.3 Pay for accrued vacation may be obtained by an employee prior to leaving on vacation provided the employee gives at least one (1) week notice of the request to the employee's supervisor. Vacation leave must be approved at least 24 hours in advance of the time it is taken. On a case-by-case basis, in the discretion of the City, employees may be allowed Vacation leave with less than twenty-four (24) hours' notice.

5.1.4 An employee shall be permitted to use accrued vacation time to compensate the employee for a tardy on a day before or day after a designated paid holiday provided the tardy does not exceed eleven (11) minutes. If the employee does not have enough accumulated vacation time to cover the tardy, the tardy time shall be considered leave without pay, and the employee shall not be eligible for holiday pay if the employee works the designated holiday. The employee shall not be permitted to use paid sick leave for a tardy. This provision shall not supersede any provisions of this Agreement's "missout" provisions (Section 12.3).

5.1.5 An employee who leaves employment with the City will be compensated for any unused vacation leave. If an employee dies while employed with the City, the employee's vacation leave accumulation will be paid to the employee's beneficiary as identified in the life insurance policy carried by the City.

## **5.2 Vacation Leave Accrual Rates**

5.2.1 MCOs and SVCs shall accrue vacation on the basis of a (40) forty hour week.

<b>Continuous Service</b>	<b>Monthly Accrual</b>	<b>Yearly Accrual</b>
1 month to 5 years	8.3 hours	12.5 – 8 hour days
5 years to 10 years	10 hours	15.0 – 8 hour days
10 years to 15 years	12 hours	18.0 – 8 hour days
15 years and over	13.3 hours	20.0 – 8 hour days

5.2.2 MCOs and SVCs may not receive their scheduled bid vacation when transferring to MCOs and SVCs. But, they will be entitled to a vacation sometime within 12 months. The Union and Management will meet and confer on a case-by-case basis to resolve scheduling issues resulting from employees transferring from MCO or SVC.

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

### **6.1 Sick Leave**

6.1.1 Emergency leave may be charged to accumulated sick leave for up to three (3) days in the case of serious illness or injury to a member of the immediate family of the employee. A doctor's certificate stating the nature of the illness and requesting the employee's presence is required.

Immediate family for the purpose of emergency leave is defined as the employee's spouse, child, stepchild, mother, father, grandparents, mother-in-law, father-in-law, brother, and sister.

6.1.2 The parties hereto agree and understand that the City and the Union will abide by the provisions of the Workers' Compensation Act of the State of New Mexico.

6.1.3 Personal illness disciplinary measures:

6.1.3.1 Third (3<sup>rd</sup>) occurrence: documented verbal notification.

6.1.3.2 Fourth (4<sup>th</sup>) occurrence: written notification.

6.1.3.3 Fifth (5<sup>th</sup>) occurrence: pending a pre-determination hearing (PDH), one (1) day working suspension.

6.1.3.4 Sixth (6<sup>th</sup>) occurrence: pending a PDH, two (2) day suspension without pay.

6.1.3.5 Seventh (7<sup>th</sup>) occurrence: pending a PDH, seven (7) day suspension without pay.

6.1.3.6 Eight (8<sup>th</sup>) occurrence: pending a PDH, ten (10) day suspension without pay.

6.1.3.7 Ninth (9<sup>th</sup>) occurrence, pending a PDH, termination.

6.1.3.8 This section shall not be interpreted in a manner that limits the department's right and responsibility to discipline an employee who abuses sick leave.

6.1.3.9 This progressive discipline procedure shall be applied on a revolving twelve (12) month basis.

6.1.4 For the purposes of this sub-section only, the Department shall not be required to participate in the mediation process when an employee is notified of the Department's intent to implement disciplinary action against

an employee. Referencing penalty points in Article 12, each driver will have a zero balance at the beginning of the shift on the “first day” of the first pay period following the effective date of this Contract. Points based on conduct on and after the first day will be assessed as in Article 12.

Any employee with “pending discipline” on the first day will not have a zero balance. Rather, the discipline process will continue until completed and the discipline is imposed, up to just cause for termination. After the pending discipline is imposed, points based on conduct only before the first day will be brought to zero. “Pending discipline” means an employee with points not assessed or “pending” on the first day, for instance due to discipline proposed based on conduct before the first day but the discipline process is not complete.

6.1.5 Doctors’ appointments: Employees are strongly encouraged to schedule doctor appointments during hours when the employee is off duty or when the appointment will have minimum impact on the Department. An employee will only be granted an entire workday off for a doctor’s appointment if the employee is unable to perform the essential functions of the employee’s job duties.

6.1.6 For the purposes of this section, a single illness or disability shall be considered as one (1) occurrence. The Department shall not include a personal absence for a doctor’s appointment that requires an absence of two (2) hours or less as an “occurrence.”

6.1.7 An employee who has a zero balance in the employee’s sick leave accumulation will be informed of an unauthorized sick leave absence. A pre-determination disciplinary hearing shall be scheduled for the employee. An employee with a zero balance who continues to report off as sick will be placed in a physical layoff status and will be subject to the procedures set forth in the City’s Personnel Rules and Regulations.

6.1.8 An employee who feigns illness to avoid work at any time or under any circumstances will be subject to disciplinary action, including termination.

6.1.9 Sick leave shall accrue at the rate of 3.7 hours per pay period. The maximum accumulation is twelve hundred (1200) hours.

6.1.10 Holidays which occur during an employee’s sick leave will be charged as holiday and shall not be charged to sick leave, and shall not be considered an occurrence.

6.1.11 Employees on leave for reason of extended illness who exhaust their sick leave will be allowed to use accrued vacation leave or may be granted leave without pay for up to one year in accordance with Rules and Regulations 402.5.

## **6.2 Sick Leave Conversion**

**This section intentionally left blank**

## **6.3 Sick Leave Death Benefit**

6.3.1 Upon the death of an employee, 100% of the employee's accrued sick leave shall be converted to a cash payment to be paid to the employee's beneficiary as identified in the life insurance policy provided by the City.

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

6.4.1 Vacation donations are subject to approval at the department level in accordance with the following procedure:

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

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

6.4.1.3 If the committee rejects the employee's request, the employee may appeal the committee's decision to the Department Director. The Director shall issue a decision on the matter that shall be final and binding. There shall be no further administrative review of the matter, and the issue may not be appealed through this Agreement's Grievance Procedure.

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

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

## **6.5 Bereavement Leave**

6.5.1 A maximum of five (5) days emergency leave may be used in case of death in the employee's 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, brother-in-law, sister-in-law, foster children, wards or guardians, or domestic partner. An additional day may be granted for every 500 miles traveled from Albuquerque one way required to attend funeral services. Operators may request vacation or shift exchange for aunt, uncle, or grandparents-in-law. Proof of death may be requested.

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

6.6.1 The City and the Union agree to abide by the provisions of F.M.L.A.

## **7. RECOGNIZED HOLIDAYS**

### **7.1 Holiday Pay**

7.1.1 In addition to normal holiday pay at straight time, time and one-half will be paid for all hours worked on the day of the City observes for the following holidays:

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 10th
Independence Day	July 4th



Labor Day	First Monday in September
Indigenous Peoples' Day	2 <sup>nd</sup> Monday in October
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25th
Employee's Birthday (In accordance with Section 401.1 of the Personnel Rules and Regulations as stated on 10/14/91).	

7.1.2 Employees will be given an option to take an alternate holiday for Veterans' Day and Washington's Birthday. In selection of an alternate holiday, seniority will be given preference. The employee may opt to receive either time and one-half off-duty or pay.

7.1.3 Employees who are required to work on a holiday may designate that holiday as a floating holiday. If the employee elects to exercise this option they will work the designated legal holiday at straight time pay and may opt to receive either time and one-half off duty or time and one-half pay. If the time off is selected such time will be scheduled subject to staffing needs and the approval of management.

7.1.4 An employee who is not required to work on a holiday may request to work the holiday and float the holiday to another date. The request must be submitted by the employee to the employee's supervisor no later than seventy-two (72) hours prior to the holiday. The date which the employee wishes to substitute for the designated holiday must occur no later than one (1) year after the designated holiday. If the supervisor approves the request to work the holiday and the employee's requested floating holiday, the employee will receive straight time pay for hours worked on the holiday and the floated holiday. It is recognized that the provision of subsection B above will not apply to employees working on a holiday under the terms of this subsection.

## **8. MILITARY LEAVE**

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

8.1.1 Military Leave of Absence: 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, are granted:

8.1.1.1 The equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year. This leave, while normally used for annual

training purposes, may also be used for pre-deployment training or active duty service and or

8.1.1.2 The equivalent of an additional fifteen (15) 8-hour work days of paid military leave per calendar year if 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 pre-deployment training or active duty service.

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

8.1.3 Employees whose military commitment requires leave time in excess of that granted above may elect to: (1) 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**

8.2.1 Employees 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 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.

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

8.2.3 Any 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 upon the completion of that person's City employment.

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

8.3.1 For employees 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, 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.

8.3.2 The employee in 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 Services Department how the payments will be made.

8.3.3 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 the employee returns to City employment, or until the employee notifies the City of their resignation from City employment or their intention not to return to City employment at the end of their active military duty, whichever date is earlier

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

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

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

8.4.1.2 The equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year if 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 leave may be used only for active duty service.

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

8.4.3 Employees whose military commitment requires leave time in excess of that granted above may elect to: (1) 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.

## **8.5 General Provisions**

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

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

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

## **8.6 Transition Provision**

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

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

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

9.1.1 Motor coach operators are responsible for the submittal of their requests for leave through KRONOS. The same training available to supervisors on proper submittals through KRONOS will be available on a volunteer basis to MCOs.

### **9.2 Birthday Leave**

A full shift of birthday leave with eight (8) hours paid by birthday accrual may be taken by the employee on the actual birthday month or request an alternate date within the same calendar year as the actual birthday. Requests for birthday leave in the month of the birthday will be granted.

Requests for scheduling this benefit on an alternate date outside of the month of the birthday should not be unreasonably denied. Management shall respond to requests for leave with pay in this subsection in a timely manner. If an employee works more than eight (8) hours, the employee will have the option to work the remaining hours or use paid or unpaid leave.

### **9.3 Blood Donation Leave**

**This section intentionally left blank**

### **9.4 Global Positioning Systems**

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 GPS data indicating an alleged violation of City rules or regulations is corroborated with other evidence verifying the GPS data, then the City may rely on the GPS data and the corroborating information in further action, including but not limited to an investigation or discipline. The Union may contest the imposition of discipline consistent with this contract, but not the City's reliance on verified GPS data.

### **9.5 Administrative Leave**

**This section intentionally left blank**

### **9.6 Hardship Leave**

9.6.1 Hardship Leave will be applied as provided for under Section 17C of the Merit System Ordinance.

### **9.7 Attending Court**

9.7.1 An employee who is instructed to attend Court either as a member of the jury or as a witness will be paid as follows:

9.7.1.1 MCOs or SVCs assigned to a regular run or line will be paid no less than what the employee would have received for the regular run or line which was missed by reason of his/her attendance at court.

9.7.1.2 Extra Board Operators will be paid at their regular hourly rate for the time spent attending court.

9.7.2 However, the employee will pay over to the City any fees received by the employee for attending court except for fees received for attending court on the employee's day off.

9.7.3 When the employee is released by the court, the employee will report back immediately to his/her supervisor and assume his/her normal duties.

## **9.8 Leave to Vote**

**This section intentionally left blank**

## **10. LEAVE WITHOUT PAY/ LEAVES OF ABSENCE**

### **10.1 Absence Without Authorized Leave**

**This section intentionally left blank**

### **10.2 Leave Without Pay**

10.2.1 MCOs and SVCs will be eligible for leave without pay privileges for up to two (2) consecutive working days when qualified replacement drivers are available subject to the prior approval of the Department Director or his/her designated representative. During normal working hours there will be a designated supervisor present to make decisions concerning leave without pay requests.

10.2.2 Return From Leave, Time to Report: MCOs and SVCs returning from sick leave or leave of absence must report for duty not later than 2:30 pm, preceding the first work day after the leave. MCOs and SVCs reporting back after 2:30 pm will not be guaranteed to work their normal bid run, but will go to the bottom of the extra board for the next day's work assignment. Emergency Medical Leave (EML) will be considered on a case-by-case basis. A supervisor may not obtain confidential medical information concerning an employee without written approval from the employee.

### **10.3 Leave of Absence**

10.3.1 Injury Time, Sick Leave, Emergency Medical Leave (EML), Holiday Pay, and Vacation for the Extra Board:

10.3.1.1 Payments under these categories are to be credited toward the guaranteed minimum work hours per week. Only Holiday Pay will be credited toward the established workweek required for the purpose of computing weekly overtime.

10.3.1.2 An employee on Workers Compensation Injury shall not be entitled to paid leave or compensation for any time required to attend an appointment with a physician. An employee on Workers Compensation Light Duty with Department shall be entitled to paid leave for travel to a physician's appointment related to the employee's injury during the employee's duty day, the time required for the physician's services and travel time back to the employee's work site provided the total travel time does not exceed thirty (30) minutes. Whenever possible, the employee shall schedule the appointment at a time when the employee is not working for the City. The City shall not contact the employee's physician to reschedule the employee's appointment.

10.3.2 Leave of absence will be granted to employees without loss of seniority.

## **11. WORK WEEK**

### **11.1 FLSA Non-Exempt Employees**

**This section intentionally left blank**

### **11.2 FLSA Exempt Employees**

**This section intentionally left blank**

### **11.3 Time Lost Through No Fault of Operator**

11.3.1 The City will not be held responsible for operator's time lost when motorcoaches or Sun Van vehicles are prevented from leaving the garage or are ordered to return to the garage or if an act of god or circumstances beyond the control of the City prevents the maintaining of service. Except that when a regular assigned driver reports for work and is unable to perform his/her duties as a result of bad weather, the employee shall be paid the regular rate of pay of that day and may be assigned other duties.

## **12. WORK HOURS**

### **12.1 Straight, Split and Relief Run**

12.1.1 Regular work runs will be classified as straight, split and relief. A straight run is computed on the basis of continuous time on duty. A relief work run is made up of the off days of three or more regular runs. A split is

daily regular runs with a break in continuous service. Split runs advertised for bid will be expressly posted as split run assignments.

12.1.2 Drivers assigned to split runs will receive for hours worked, twenty-five cents per hour split run pay for runs with a total time of less than 13 hours, thirty cents per hour split run pay for runs with a total of more than 13 hours, and thirty five cents per hour split run pay for runs with a total of 13.5 hours or more.

#### 12.1.3 Differential Pay:

12.1.3.1 The operator who bids a split run and works all hours in the first split run and at least half of the hours in the second split run will receive differential pay.

12.1.3.2 A callback never constitutes a split run.

12.1.3.3 Extra Board operators will be paid the split run differential pay when assigned to regular split runs.

12.1.3.4 When a split run is pieced (assigning less than all of a split run to an extra board operator), the extra board operator will receive differential pay for the piece when the operator works the piece and any other assigned work: a third piece does not qualify for the differential pay. Differential pay only applies to split runs.

12.1.3.5 The differential pay will not be paid for Injury Time, Sick Leave, Holiday Pay or Vacation.

12.1.3.6 Any time between blocks that is 60 minutes or less in duration will be counted as continuous time worked regardless whether the time occurs during a route or overtime.

## 12.2 Call Back

12.2.2 Call Back- All operators who have completed their assignments and are called back to work or are asked to work additional hours with a break of thirty (30) minutes, will be paid for a minimum of two (2) hours at straight time rate, or at one and one-half their normal hourly rate for actual time worked, whichever is greater. It is understood by the parties that once an MCO or SVC is required to call in and make themselves available he/she will be compensated with stand-by time at their normal rate of pay from the time required to call in until released.



## 12.3 Tardiness and Missouts

12.3.1 Official running time will be kept at the sign-in desk. It is the responsibility of each and every operator to have a watch which must be set daily to the official clock.

12.3.2 Operators who are tardy or are no shows or missouts as defined below will be assessed penalty points for each and every instance.

12.3.3 Disciplinary action will be determined according to total combined points for Tardies, No Shows or Missouts.

12.3.4 The penalty point scale for disciplinary action is:

1-7	=	Letter of Instruction
8-11	=	Letter of Reprimand
12-18	=	Two day working suspension
19-28	=	Three day LWOP suspension
29-39	=	Six Day LWOP suspension
40 points and over		will be just cause for termination.

12.3.5 Tardies. Tardiness is defined as up to eleven minutes and 59 seconds (11:59) late for sign-on as listed for that day on the operator's sign-on sheet.

12.3.5.1 First Tardy: Operator will work the assigned schedule and be assessed 1 penalty point.

12.3.5.2 Second Tardy: Operator will work the assigned schedule and be assessed 2 penalty points.

12.3.5.3 Third Tardy: Operator will work the assigned schedule and be assessed 4 penalty points.

12.3.5.4 Fourth Tardy: Operator will work the assigned schedule and be assessed 7 penalty points.

12.3.5.5 Fifth Tardy: Operator will work the assigned schedule and be assessed 10 penalty points.

12.3.5.6 Sixth Tardy: Operator will work the assigned schedule and be assessed 14 penalty points.

12.3.6 Missout is defined as the failure to be present for work 12 or more minutes past the sign-on time as listed on the Operator's sign in sheet. If an Operator has a Missout, but reports in person to work prior to one hundred and twenty (120) minutes past the sign on time, the shift supervisor will put

the operator to work on his/her regular assignment and the following sanctions will apply:

12.3.7 No shows or Missouts:

- 12.3.7.1 First Missout: Operator will be assessed 3 penalty points.
- 12.3.7.2 Second Missout: Operator will be assessed 5 penalty points.
- 12.3.7.3 Third Missout: Operator will be assessed 8 penalty points.
- 12.3.7.4 Fourth Missout: Operator will be assessed 11 penalty points.
- 12.3.7.5 Fifth Missout: Operator will be assessed 15 penalty points.

12.3.8 After a Missout, the operator will be assigned to complete their own route or assigned below all permanent operators on the extra board or alternative duties of benefit to the City of Albuquerque.

12.3.9 A No Call No Show is defined as a failure to be present after one hundred and twenty (120) minutes past the sign-on-time as listed on the Driver's sign-in sheet. Drivers who do not make themselves physically available within the first two hours shall have the following penalty points assessed:

- 12.3.9.1 First No Call No Show: Operator will be assessed 5 penalty points.
- 12.3.9.2 Second No Call No Show: Operator will be assessed 8 penalty points.
- 12.3.9.3 Third No Call No Show: Operator will be assessed 11 penalty points.
- 12.3.9.4 Fourth No Call No Show: Operator will be assessed 15 penalty points.
- 12.3.9.5 Fifth No Call No Show: Operator will be assessed 20 penalty points.

12.3.10 Operators shall have penalty points deducted, (credit points) from their total points as follows:

- 12.3.10.1 72 consecutive calendar days without a violation - 5 points
- 12.3.10.2 145 consecutive calendar days without a violation - 10 points
- 12.3.10.3 220 consecutive calendar days without a violation - 15 points

12.3.10.4 292 consecutive calendar days without a violation - 20 points

12.3.10.5 365 consecutive calendar days without a violation - 39 points

12.3.11 Penalties under this Section will be taken within 30 days of the date of the disciplinary action or the date of the hearing determination whichever occurs last. Drivers making themselves available will be put on paid status as protectors.

12.3.12 Three months (90 calendar days) of a clear record will cancel out one tardiness, or one missout, or one No Call No Show at the option of the employee. After the ninety (90) days employees will have the responsibility of requesting which violation is to be removed. Employees will have forty-five (45) calendar days to request this to management. If the employee does not make a request within forty-five (45) calendar days, management shall remove the most serious infraction on record.

12.3.13 The last twelve-month period will be considered for the purposes of the application of this Section.

12.3.14 A tardiness or missout or No Call No Show, as a result of a medical emergency requiring hospitalization confinement of an immediate member of the household will be dismissed with proper documentation.

12.3.15 In case of absence from work, the employee must report in (call in) at least one hour prior to sign-on. Failure to call in at least one hour prior to sign on times as listed on the Driver's sign on sheet shall be considered either a missout or a No Call No Show, as defined above.

12.3.16 When an employee receives a missout, sick leave, or vacation will be considered on a case-by-case basis.

12.3.17 Protector is defined as a driver who is assigned a specific reporting time and who must be available to substitute for absent drivers.

12.3.17.1 A protector will be considered tardy when he/she reports to work after his assigned reporting time but not later than 12 minutes following the reporting time.

12.3.17.2 A protector reporting to work more than 12 minutes late will be charged with a missout.

12.3.18 Any discipline administered under this section does not prevent an employee from filing a grievance.

## **12.4 Rest Periods**

12.4.1 Transit employees working eight (8) or more consecutive hours per day shall be granted one (1) ten-minute rest period during the first half of the shift and one (1) ten-minute rest period the last half of the shift. Such periods will be scheduled by Management. If a piece of work run works less than three (3) hours and has no break, the other part of the work run will be guaranteed to have at least twenty (20) minutes of break time not to be scheduled towards the end or beginning of shift, SVCs working 8 or more consecutive hours per day will be granted one 15 minute rest period during the first half of the shift and one 15 minute rest period during the last half of the shift. Such periods will be scheduled by Management. Management will schedule a 30 minute non-paid lunch period at or about mid-point in the work shift for SVCs working 8 or more consecutive hours per day.

12.4.2 When a place of rest period is changed or created, the Union will be allowed input prior to the change, except under emergency conditions. (This Subsection 12.4.2 does not apply to SVCs).

12.4.3 The Transit Department will assign an employee the duty of identifying businesses on bus routes that allow Motor Coach Operators to use their restroom. Motor Coach Operators agree not to abuse this privilege granted by business owners.

12.4.4 The parties recognize that the provisions of Subsection 12.4.1 cannot be adhered to in all instances, however they will continue to be a goal of the Union and the Department. In an attempt to reach this goal the Department will implement a Break and Recovery Time scheduling plan.

12.4.4.1 Fixed Route Service. It is a goal of the City and the Union to correct breaks and recovery time at the earliest possible time when the City receives notice of the problem.

## **12.5 Other Work Hour Provisions**

## **13. WORK ASSIGNMENTS**

### **13.1 Special Events**

13.1.1 Assignments under this section shall be made in the following order:

13.1.1.1 Extra Board Operators who have not, or probably will not, work a forty (40) hour workweek, will be assigned first.

13.1.1.2 Volunteer lists for the July 4 and Christmas Eve Luminaria Tour will include regular operators, Extra Board operators, and SVCs who have completed or probably will complete their established forty (40) hour workweek. These lists will be posted two (2) weeks prior to the events to allow employees to sign up. Failure to report for work after volunteering will be treated as an absence from work and subject the operator to disciplinary action.

13.1.1.3 Selection from the list identified in paragraph 13.1.1.2 above will be processed by seniority on a rotating basis. If there are no volunteers or an insufficient number of volunteers, the Department shall order, in reverse order of seniority, drivers to work.

13.1.1.4 Reverse order of seniority – again the employee is required to report to work. No paid leave will be granted except for sick leave with a certified doctor's certificate. Should an operator be assigned to work as provided herein, the employee must work the assignment, or on his/her own find another City of Albuquerque MCO or SVC, who is not scheduled to work, to work the assignment. This will be restricted to MCOs and SVCs respective Divisions.

13.1.2 Overtime work may be required in emergencies, as determined by supervisors.

13.1.3 If the City contracts with any outside entity to provide buses and drivers to service a special event, such service will be considered a job assignment subject to this Section, and Drivers will be required to work the assignment.

13.1.4 If the City contracts with any outside entity to provide buses and drivers to service a special event, the drivers shall be compensated at time and one-half their regular rate of pay for such assignments.

13.1.5 The City shall meet and confer with the Union President prior to contracting with any outside entity to provide buses and drivers to service a special event.

13.1.6 Nothing in this Section shall be construed to be a waiver of any rights conferred by the Section 13(c) of the Federal Mass Transportation Act.

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

13.2.1 Employees Disabled: Employees holding the job position of MCO and SVC who may become physically disabled and unable to perform their normal duties may be given considerations for assignment to such other duties as they are qualified to perform in the Transit Department.

13.2.2 Injury in the Performance of Duty: Refer to Section 16, as amended, of the City's Merit System Ordinance and the City's Modified Work Policy. Employees injured in the line of duty will abide by the City's Light Duty Modified Work Program. Should the policy be amended, the Union will be given an opportunity to review the amendments and provide written input within 15 days of implementation.

## **13.3 Operation of Motor Coaches**

13.3.1 This Section does not apply to SVCs except as noted in Subsection 13.3.2.

13.3.2 All Motor coaches in revenue service will be operated by employees holding classification of MCOs or SVCs. This section shall not prevent the operation of Motor coaches by employees other than MCOs as follows:

13.3.2.1 Within the garage;

13.3.2.2 For change-out and testing purposes; and

13.3.2.3 In situations when MCOs are not available as a result of employee emergencies, employee absences or for supervisor reorientation.

13.3.3 MCOs are required to leave time points on schedule, however, when service is not adversely affected, the 0-5 minute arrival standard will be considered in determining on-time performance.

13.3.3.1 Supervisors will consider minimum travel time from the last service time point on the schedule to determine whether the motor coach operator is arriving at the garage too early.

13.3.3.2 MCOs are required to leave their scheduled time points on time, however, they may arrive up to 3 minutes early at the shift relief point or end of service point as long as service and safety are not affected adversely.

13.3.4 Motor Coaches with inoperable radios will be given priority in change outs, or be given a hand held radio when available for the purposes of safety.

#### **13.4 Extra Board Operators**

13.4.1 The Extra Board will be maintained at a level consistent with the needs of the department. The Extra Board will be established and maintained under the control of the Transit Director or his/her designee.

13.4.2 Extra Board Operators will be guaranteed a minimum of forty (40) hours of work per week with one (1) scheduled day off per week. Operators will also have a minimum of eight (8) hours of release from duty before commencing a new workday. Extra Board Operators assigned to work a regular bid run will receive the same guaranteed time as the driver regularly assigned to that run.

13.4.3 Extra Board Operators may bid in seniority order on regular runs available for four or more work days in a seven day period. Regular runs may become available as a result of new positions or temporary vacancies in regular assignments. Regular runs may also be available due to vacation, deaths, retirement, or termination of a regular operator. Extra Board Operators that bid on regular runs must retain that run until the regular operator returns or the next regular bid; whichever occurs first. Extra Board Operators may not bump other Extra Board Operators already on regular runs. Extra Board Operators who bid regular runs are still considered on the Extra Board.

13.4.4 Transit will create the bid schedule with available days off. Extra Board Operators will bid for the available day off by seniority. However, should an Extra Board Operator bid for an available regular run, that operator will be required to accept the days off assigned and will be paid 8/10 hours that are guaranteed for that regular run.

13.4.5 It is recognized that management may make necessary adjustments to accommodate the forty-hour (40) workweek guarantee and/or reduce unnecessary overtime.

13.4.6 The bidding process (Subsection 15.1) will be reviewed by management on a regular basis. Should problems arise, adjustments may be made with prior input from Union representatives.

13.4.7 The City agrees to make every reasonable effort to assign the Extra Board Operators regular hours of eight hours per day consistent with operational needs and the public interest.

## 14. SENIORITY

### **14.1 Seniority Determination**

14.1.1 Seniority for the purpose of this contract is defined as follows:

14.1.1.1 The date of hire as a permanent MCO shall establish seniority. Drivers hired on the same date are required to draw lots to establish who is senior.

14.1.2 Seniority will be recognized for the following purposes:

14.1.2.1 Bidding on runs, and displacement privilege and days off.

14.1.2.2 Bidding on vacation.

14.1.2.3 Layoff and recall.

14.1.2.4 On promotions (when qualifications, performance and fitness are equal).

14.1.3 A seniority roster heretofore defined, will be posted on the bulletin boards to which drivers shall have access at all times. Current seniority rosters shall be posted quarterly of each year and the Union shall be furnished copies.

14.1.4 Protest of Seniority Roster: A protest of seniority roster on current posted lists must be made within fifteen (15) days from the seniority list is posted, or the seniority list will be considered correct.

14.1.5 Employees will not lose their seniority rights while assigned to Physical Layoff provided the employee has not been placed on Physical Layoff more than one (1) time.

14.1.6 MCOs and SVCs promoted or demoted within the Transit Department will have seniority reinstated upon returning to the position. Seniority will not be accrued while outside the MCO and SVC classifications.



14.1.7 Any permanent, non-probationary employee transferring to MCO or Sun Van will be put on the bottom of the permanent, non-probationary seniority roster.

## 15. BIDDING and VACANCIES

### **15.1 Bidding on Regular Assignments**

15.1.1 Regular assignments will be advertised for bid. The bid notice will identify the type of assignment, number of hours, and time the bid procedure will close. New runs and vacancies between general bids will become a part of the Extra Board.

15.1.2 General Bid for Assignments: A general bid for all regular runs shall be conducted approximately every four (4) months, beginning in the month of June. At the direction of the Transit Director, a bid may be conducted anytime during the year to address budget or other administrative considerations. If this situation occurs, the next general bid will occur within a period not to exceed four (4) months. All bid boards will be posted two weeks prior to the bid. It is recognized that the general bid is for the benefit of the bargaining unit and no pay will be given for this bid process. General bid assignments start times will not be fluctuated more than ten (10) minutes before or ten (10)-minutes after the original start time.

15.1.3 Bids to be made in accordance with the following criteria:

15.1.3.1 Drivers will bid for their respective runs in order of seniority. Bidding may be in person or by proxy. Any driver failing to fill the driver position on the Board at the time allocated the drivers will be bid around by the other drivers in their respective order, taking their choice of bids, including the one held by the driver not present to take the driver's turn. Bidding done on the employee's time off is not time worked.

15.1.3.1.1 The MCO bid will normally begin on a specified date, and end approximately seven (7) days later. The SVC bid will normally begin on a specified date and end approximately three (3) days later.

15.1.3.1.2 A member of the Union will monitor the entire process. Time spent monitoring the process will be paid as union time. Any gap between bid times will be considered paid time.

15.1.3.1.3 In most instances, drivers will be assigned to bid outside of times when they are on their regular work shifts. Other than extra board drivers, no driver will be required to bid during the driver's assigned run unless doing so would hold up the bid board for more than three (3) hours. In such cases, the driver will be expected to submit a proxy bid to designate their choice of bids.

15.1.3.1.4 Drivers will be allowed ten (10) minutes to complete their bid.

15.1.3.1.5 Both Union and management will have a copy of all proxy bids.

15.1.3.1.6 There will be two bid boards, one for bidding, and the other in Ops (Trapeze) for review by those drivers waiting to bid.

15.1.3.2 The bid board shall be maintained for one week following the conclusion of a bid to allow operators the opportunity to place written comments concerning any issue related to assigned runs. The comments may include safety issues and situations where operators are not receiving at least an eight (8) hour relief time between assigned runs. The comments will be maintained by the Union. The issues shall be the subject of discussions between the Department and the Union.

15.1.3.3 In the event a driver is on duty when his/her turn comes to bid on the assignment but time will not permit him/her to be at the place of bidding, the driver will not be bid around.

15.1.4 Assignment Changes: When a regular or extra assignment is so changed that working conditions are materially changed, the parties shall meet and confer in an attempt to determine the most efficient manner to resolve the situation. If the situation is not resolved by mutual agreement a new bid will be conducted to follow the agreement. In the operations and application of this section the following will be considered a material change: Change of over two (2) hours in signing on or off assignment.

15.1.4.1 Once posted, the daily board will not change MCO or SVCs assignments without notifying the employee. If an MCO or SVC has a tardy or missout due to lack of notification of an assignment change, the MCO or SVC will not be subject to disciplinary action as a result of the tardy or missout.

15.1.5 Regular Assignments – All passenger service work that can be combined to provide eight (8) or more hour's work and having a regularity of five (5) or more days per calendar week will be established as regular assignments. Regular assignments may be split only once without payment of continuous time.

15.1.6 Route schedules prepared by the Transit Department shall be presented to the Union for review by the Union. The Union shall submit its proposed changes in writing to the Department no later than one (1) week prior to the posting of the bids. The Department shall consider the recommendations and prepare a final schedule for implementation.

15.1.7 Although the Department does not guarantee each driver a forty (40) hour per week work schedule, the Department will continue to schedule drivers in a manner that uses the forty (40) hour schedule as its goal.

## **15.2 Route Committee**

15.2.1 A Route Committee is established to provide the Union and employees the opportunity to review a proposed bid before it is submitted to the drivers. The Union shall appoint a maximum of two (2) MCO employees and one (1) SVC employee to the committee. The committee will be advisory only. The parties shall meet at mutually acceptable times. In addition to consulting on the bid, the parties shall address the rest period and lunch time issues and recommend changes to the ABQRide Director that will maximize compliance with the goals set forth in Section 12.4 of this Agreement.

## **15.3 Assignment Exchanges**

15.3.1 Assignment exchange is an agreement between two drivers trading assignments for one day or part of a day. It shall not be the responsibility of the City to make any monetary adjustment regarding the execution of an assignment exchange. The same process can be used by drivers to exchange paid vacation.

15.3.2 Drivers who participate in an assigned exchange must provide written, signed agreement to exchange assignments to the operation supervisor at least 24 hours prior to the starting time of the assignment exchanged. This provision shall also apply to employees who wish to exchange a mandatory overtime assignment.

15.3.2.1 It shall be the responsibility of the operator initiating the request to submit all required paperwork. Also, it is the responsibility of the operators to sign the sign-on sheets in the area designated for run exchanges on the date of the exchange. Failure to comply with this subsection will disqualify an operator for such privileges for up to one year. Assignment exchanges will be limited to no more than 4 per quarter per individual whether you are the requesting or agreeing operator. Exchanges will be subject to approval by Division Manager or his/her designee. If an employee is denied the request, the employee shall be provided a reason for the denial. Upon request, the employee's designated union representative shall be provided the reason.

15.3.3 The Operator who agrees to work that shift shall be responsible for execution of shift, in the event an operator reports off for any reason, and the vacancy necessitates overtime; then the operator responsible shall be docked the overtime at time and one-half. In the event an operator reports off for any reason when he is to execute this trade agreement, and the vacancy does not necessitate any overtime, then the shift shall be paid back as agreed upon, at the Department's discretion, or within thirty days. The Tardiness and Missout, Subsection 12.3, will apply to assignment exchanges.

15.3.4 A driver will be eligible for paid sick leave while on an assignment exchange with proper documentation. If the driver doing the assignment exchange reports off sick and is granted sick leave, the driver will be charged for that leave.

## **15.4 Bid Board**

**This Section Intentionally Left Blank**

## **16. UNIFORMS, WORK DRESS**

### **16.1 Clothing Allowance**

16.1.1 The Clothing Allowance will be \$600.00 per year and will be paid in 12 equal payments or 26 equal payments.

### **16.2 Uniforms**

16.2.1 Service uniforms must meet the requirements of the City. MCOs and SVCs will not be required to patronize any particular firm or individual.

Employees shall purchase uniforms that meet the required specifications designated by department rules and regulations. MCOs and SVCs may have the opportunity to wear appropriate outerwear as dictated by seasonal weather conditions.

16.2.2 Operators will wear the complete uniform as authorized. The wearing of ties and long or short sleeve shirts (one or the other) will be optional.

16.2.3 The parties will meet and work together to identify the appropriate seasonal wear and the suppliers of MCO and SVCs Uniforms.

16.2.4 MCOs and SVCs will be permitted to wear the Union emblem or insignia or other apparel, such as windbreakers, while on duty so long as those items are mutually agreed upon by the parties.

## **17. OCCUPATIONAL HEALTH and SAFETY**

### **17.1 Accident, Incident and Injury Review Committee**

17.1.1 Notwithstanding the provisions set forth in the Department's "Accident/Incident/Injury Policy and procedure," the accident/ Incident/ Injury (AI&I) Committee shall be composed of one (1) MCO or SVC appointed by the Union, one (1) member appointed by the Department and one (1) member mutually chosen by the two (2) appointees. The MCO appointee shall review MCO cases and the SVC appointee shall review SVC cases. If the parties are unable to reach agreement on the third appointee, the City's Mediation Division shall appoint a member.

17.1.2 The Committee shall review accidents, incidents and injuries and make recommendations to the Department Director in accordance with policy and procedures. The Committee's decision and rationale shall be recorded and retained by the department for six (6) months. If the amount of damage exceeds \$5,000.00, the findings of this committee shall be submitted to Risk Management. The Director's decision shall not be subject to the Grievance Procedures.

17.1.3 During the term of this Agreement, the Committee shall study Departmental Injury Leave records to identify the causes of the injuries and leave, including possible safety deficiencies, employee abuses and any other causes determined by the Committee. The Committee shall report its findings to the Department and Union prior to the commencement of negotiations for a successor contract to this Agreement. The Committee shall also review current accident/ incident/ injury policies and procedures

and make recommendations to the Department. The Committee shall meet at such times that will not require cost to the Department for time spent on these activities by the Association appointee.

17.1.4 The Local Committee of Adjustments will meet with the Director or his/her designee after ratification of the new contract to propose changes for improvement of procedures and functioning of the Accident, Incident, and Injury Review Committee.

## **17.2 Emergencies**

17.2.1 Supervisors will act immediately to relieve an MCO or SVC upon receiving the first notice of an emergency.

## **17.3 Physical Examinations**

17.3.1 The City will bear the expense of in-service medical examinations required by the City. The City reserves the right to designate the examining physician. Employees, who are required by the City to take a physical examination and, who as a result, lose time regularly worked, will be compensated at the employer's regular rate of pay. In no case will overtime be paid for these examinations.

## **18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION**

### **18.1 Training of New Drivers**

18.1.1 MCOs and SVCs who are assigned to train new MCOs or SVCs, will be paid a 12.5% increase in their hourly rate for all time training.

18.1.2 The City shall train and certify all trainers.

18.1.3 Trainers will be selected from a list of certified trainers. All certified trainers shall be afforded the opportunity to train. The Department reserves the right to certify and decertify trainers without being subject to challenge under this Agreement's grievance procedure.

## **19. POSITION DESCRIPTIONS and SPECIFICATIONS**

**This section intentionally left blank**

## **20. PROMOTIONAL PROCEDURES and POLICIES**

## **20.1 Transfers/ Promotions**

20.1.1 MCOs and SVCs are not subject to an additional probationary period when transferring or being promoted within the department.

20.1.2 During this period of probation, the City will evaluate the employee's performance and determine whether the employee should be retained or discharged. This is the last step of the selection process.

20.1.3 Should an employee transfer into the position of MCO or SVC from another City position, the employee will receive the rate of pay closest but not lower than the employee's his/her current pay rate and must be within the pay range established for MCOs and SVCs. (See Section 15, Seniority).

20.1.4 The Local Committee of Adjustments shall have input in the evaluation of employees being considered for the positions of upgrade supervisor.

20.1.4.1 Subsection 20.1.4 above does not apply to SVCs.

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

## **20.2 Upgrades**

20.2.1 The name, date, and shift of the upgraded operator to supervisor will be posted in the driver's room.

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

**This section intentionally left blank**

## 22. PERSONNEL FILES and RECORDS

22.1 When discipline is being considered for an employee, and the employee has not received any discipline for a period of two years before the date of the misconduct for which discipline is being proposed, then any written reprimand(s) issued more than two (2) years before the date of the alleged misconduct will not be considered in deciding the proposed discipline. Written reprimands issued more than two years before the date of the alleged misconduct may be considered if the employee has not been discipline free for two years. In addition, if the Union President and the Human Resources Manager over Employee Relations agree that the employee has a pattern of misconduct which appears to be “timed” or “spaced” to take advantage of this two year term, then this two year term does not apply.

22.2 Employees, or the Union President or designee with the employee’s written authorization, shall have the right to inspect, scan, and copy their working or permanent files. Access to employee's permanent file shall be given in accordance with the provisions of City Personnel Regulation 1002 and the Public Records Inspections Act. Conflicts over file access shall be addressed through the Office of Human Resources. Any expense related to access or copying of employee files will be paid by the employee or Union.

## 23. CONDITIONS of EMPLOYMENT

### **23.1 Phone Service**

**This section intentionally left blank**

## 24. DISCIPLINE and INVESTIGATIONS

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) CBA 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.

## **24.1 Disciplinary Actions**

24.1.1 All complaints from citizens against drivers will be accepted by the Transit Department. Citizen complaints that might result in disciplinary action or a loss of pay for alleged "gross misconduct" as defined in Department policy will be in writing. The City, in its sole discretion, may take steps to corroborate the information in an anonymous complaint, defined as a caller who does not provide a name or a form of contact information, with additional supporting evidence. If an anonymous complaint indicating an alleged violation of City rules or regulations is corroborated with other evidence verifying the anonymous complaint, then the City may rely on the anonymous complaint and the corroborating information in further action,

including but not limited to an investigation or discipline. The Union may contest the imposition of discipline consistent with this contract, but not the City's reliance on verified GPS data.

24.1.2 The Operator of a Sun Van or Motor Coach will be made aware of any and all complaints made against him/her. The Operator may file his/her written response to any complaint. Such written response will be attached to the complaint filed.

24.1.3 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. The affected employee shall be paid for time spent at the employee's pre-determination hearing.

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

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.

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

24.1.5.1 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.

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

24.1.5.3 For investigations initiated the City shall submit such written notification of investigation to the affected employee no later than ten (10) CBDs after the supervisor knew or reasonably should have known of the act for the investigation 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.

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 City, no discipline may be issued after any missed deadline.

24.1.6 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.

24.1.7 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.

24.1.8 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.

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

24.1.10 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. For purposes of employee discipline of either five (5) days suspension or less or a letter of reprimand, only, employees may use the City's Merits System Ordinance § 3-1-24 Grievance Resolution Procedures and § 3-1-25 Appeal from Suspensions, Demotion and Discharge and Appeal. During the term of this Agreement, the parties agree to reasonably discuss and test and electronic grievance system created by the City. The Union will not be obligated to negotiate terms of the City's efforts nor to formally use the system.

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 in each Department(s) of 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 An employee called as a City witness 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 labor board, personnel board 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 Union may use either the labor board or binding arbitration for resolution of alleged contract violations, other written agreements and all discipline related grievances. During each year of this Agreement, the Union may use binding arbitration a maximum of five (5) alleged contract violations and/or discipline related grievances. Once the Union requests a panel of arbitrators, that action shall be counted as one arbitration for the purposes set forth herein. 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 624 Transit 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 ten (10) workdays of an alleged contract violation or violation of other written agreements, or the application of City policies to the terms and conditions of bargaining unit employees, 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 notification from the Union. If the Union is dissatisfied with the response, the Union may appeal the grievance to the Human Resources Director no later than ten (10) workdays after the Union received the Department Director's response. These deadlines may be extended by mutual agreement.

25.2.2 Step II: Within ten (10) City Business Days ~~workdays~~ after receipt of the Union's appeal, the Director 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 may initiate appeal proceedings within thirty (30) calendar days after completion of Step II, or forfeit the right to appeal the specific grievance.

#### 25.2.4 Time Limits

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

25.2.4.2 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.

25.2.4.3 Time limits under this Grievance Procedure may be extended by written mutual agreement of the parties.

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

25.2.4.5 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 Selection of Arbitrator

25.2.5.1 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.

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.

#### 25.2.6 Disciplinary Arbitration/Personnel Board Procedures

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

25.2.6.2 Issues of grievability shall be decided by the arbitrator.

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

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

25.2.6.5 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.

25.2.6.6 In researching a decision, the arbitrator may consider the Employee Relations 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.

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

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

25.2.6.9 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.

25.2.6.10 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 or appealed to the Labor Board.

25.2.6.11 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.

## 25.2.7 General Provisions

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

25.2.7.2 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.

25.2.7.3 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.

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

25.2.7.5 The arbitrator shall deliver the arbitrator's 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.

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

25.2.7.7 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:

25.2.7.7.1 If a party rejects a written settlement offer, and the arbitrator subsequently makes an award less favorable to that party than the rejected offer, and as favorable or more favorable to the party making the offer, the party rejecting the offer shall pay the costs of arbitration. If the arbitrator's award is not less favorable to any party than a settlement offer that has been rejected, or no settlement offer was tendered, the parties shall split the costs of the arbitration. The arbitrator

shall retain jurisdiction to determine fees if there is a dispute as to the application of this Subsection.

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

## **26. EMPLOYEE REIMBURSEMENTS**

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

26.1.1 Employees who are required to use their personal vehicle in the performance of their duties shall receive reimbursement in accordance with applicable City and State law.

### **26.2 Other Employee Reimbursements**

26.2.1 The City agrees to reimburse or replace the following items if lost or damaged as a result of a holdup or robbery while the employee is on duty.

26.2.1.1 City issued tablets, charging cords, and uniform.

26.2.1.2 Standard watch required by the Transit Department not to exceed \$75 in value.

26.2.2. The City will reimburse Motor Coach Operators and SVCs for all health aides damaged in the line of duty.

26.2.3 It is understood that employees will use due caution and diligence in the handling and protection of the items identified above as well as other City property in their possession.

26.2.4 The City shall reimburse a driver for cash that is lost as a result of a holdup or robbery while the employee is on route. The maximum reimbursement shall be \$250.00.

## **27. EMPLOYEE LIABILITY COVERAGE**

### **27.1 Fidelity Bond**

27.1.1 Should a MCO or SVC be sued in a Civil action for any allegations arising out of the course and scope of the MCOs and SVCs employment,

the City will defend and indemnify that MCO or SVC pursuant to the requirements of the New Mexico Tort Claims Act, Section 41-4-1 et. seq. N.M.S.A. 1978 as amended.

## 28. EMPLOYEE ASSISTANCE PROGRAMS

### **28.1 Employee Assistance Program**

**This section intentionally left blank**

### **28.2 Critical Incident Stress Debriefing**

**This section intentionally left blank**

## 29. EMPLOYEE VEHICLE USAGE

Provisions of the Personnel Rules and Regulations and Administrative Instructions in effect as of the effective date of this Agreement shall be applicable to this section.

## 30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION

30.1 All MCOs and SVCs to include those who have retired and their spouse or domestic partner, or children under the age of 19 years, or disabled children of any age will receive free transportation as available to the general public.

30.2 The City will furnish transportation to and from the point of relief to the terminal(s).

30.3 The parties agree to comply with all applicable Court rulings affecting this section.

## 31. FIREARMS

Provisions of the Personnel Rules and Regulations and Administrative Instructions in effect as of the effective date of this Agreement shall be applicable to this section.

## 32. CITY PROVIDED EQUIPMENT and TOOLS

32.1 MCOs and SVCs shall not be required to bear the expense for property issued by the City. Operators will be held accountable for issued property.



If lost or rendered unserviceable beyond that occasioned by malfunction or ordinary wear and tear, the operator shall be required to pay for same at replacement prices. The wearing of the City insignia is optional unless supplied by the City.

### **33. EMPLOYEE INCENTIVE PROGRAMS**

#### **33.1 Employee Recognition Program**

Provisions of the Personnel Rules and Regulations and Administrative Instructions in effect as of the effective date of this Agreement shall be applicable to this section.

### **34. EMPLOYEE PAYROLL DEDUCTIONS**

**This section intentionally left blank**

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

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

35.1.1 When it is necessary to have a reduction in force of employees holding the job of MCO or SVC, respectively, MCOs and SVCs will be laid off, by classification, in reverse order of total permanent continuous City service seniority. Their designated seniority and will retain and accumulate all seniority rights and privileges, subject to the provisions of Section 14, Seniority.

35.1.2 MCOs and SVCs laid off as a result of a reduction in force will be privileged to perform work in other City departments when such work is available and when the employee has been qualified by the Human Resources Department and will be privileged to work for other employers and retain their seniority as MCOs and SVCs in the Transit Department. Laid off employees have the responsibility of keeping the City informed as to correct mailing addresses. MCOs and SVCs laid off due to reduction in force will be called back as MCOs and SVCs in the Transit Department in their seniority order according to the following procedure:

35.1.2.1 The City will advise each MCO or SVC to be recalled by certified or registered United States Mail, delivered to addressee only, return receipt requested. A copy of such recall notice will be furnished to the Union.

35.1.2.2 A MCO or SVC upon receiving notice of recall, will within three (3) days, acknowledge receipt of same by certified or registered United States Mail, advising the City of the date he/she will be available for service, which available date must not be later than twenty (20) calendar days from the date the operator receives his/her recall notice; under extenuating circumstances, such period may be extended by the City.

35.1.3 MCOs or SVCs failing to comply with these regulations will forfeit their recall rights and will be terminated. It is understood that the City will have discharged its obligation of notification to laid off MCOs or SVCs by having forwarded recall notices as herein outlined.

## **36. RESIGNATION and RETIREMENT**

### **36.1 Resignation**

36.1.1. Upon the termination of an employee holding the job classification of MotorCoach Operator and/or SVC and upon request, he/she will be given a certificate or letters showing his/her length of service and type of position.

### **36.2 Retirement**

36.2.1 At the time of normal retirement, all unused accrued sick leave will be converted to early retirement leave and may be taken as paid leave or cashed out in a lump sum.

36.2.1 Employees with questions regarding their eligibility for retirement should contact PERA at 1-800-342- 3422, 505-476-9300, or 505-383-6550.

36.2.2 The City agrees to continue to offer pre-retirement counseling workshops. Such sessions will be held on a quarterly basis. Employees authorized to attend such sessions will be granted City business leave for this purpose.

36.2.2.1 Employees who have retirement credit with another public employer or who are buying retirement credit are responsible for notifying the Human Resources Department to schedule an appointment for the workshop.

36.2.2.3 The City will offer Transit employees with 15 years' service one day Pre-Retirement Counseling Seminars on City time. Any Transit employee who has under 15 years' service may attend by using either vacation or their own personal time.

## 37. RULES and REGULATIONS

### **37.1 Operator's Rules and Regulations**

37.1.1 It is recognized by the parties that it is a management right to establish and change MCO and SVCs Rules and Regulations and other policies. It is further recognized that management will solicit input from the Union on any changes to the existing Operator's Rules and Regulations and other policies. The Union will meet to discuss recommendations for consideration on the MCO and SVC Rules and Regulations and other policies with the Director or his/her designee during the third week in January and other mutually agreed upon times. The general purpose of this section is to provide fair, equal, and consistent treatment to all City Motor Coach Operators and SVCs. Within 30 days of the ratification of the AFSCME contract, management will convene a meeting to solicit input from the Union on the proposed Driver's Rules and Regulations. The Union shall have 15 days to review and respond to the proposed changes in the Operators Rules and Regulations manual.

### **37.2 Statutes and Ordinances**

37.2.1 It is recognized by the parties hereto that the City of Albuquerque, New Mexico, is a creature of the State of New Mexico and therefore possesses only those powers granted to it by the State of New Mexico. It is further recognized and agreed by both parties hereto that this Agreement must be consistent with, not in conflict with, and cannot supersede the statutes of the Federal or State governments or the Employee Relations Ordinance and laws of the City of Albuquerque, New Mexico.

## 38. CONTRACTING OUT

**This section intentionally left blank**

## 39. STRIKES and LOCKOUTS

39.1 The Union agrees that it will not engage in any strike work stoppage, picketing, except for informational picketing, and honoring of any picket lines, or any other coercive action against the City during the life of this Agreement, except for reasons of safety.

39.2 Any MCO and SVC who participates in, supports, or encourages any strike, work stoppage, picketing, except for informational picketing, the honoring of any picket line or other coercive action against the City of Albuquerque shall be subject to discipline or discharge with the right of

appeal to the grievance procedure of the Merit System Ordinance only as to the determination of the question of whether the employee so disciplined did in fact participate in, support, or encourage such strike or coercive action.

39.3 The City guarantees not to lock out any of its employees.

## **40. GENERAL ADMINISTRATIVE PROVISIONS**

### **40.1 Non-Discrimination**

40.1.1 The provisions of this Agreement shall be applied to all employees in the bargaining unit in compliance with applicable law and City policies that prohibit discrimination related to age, race, creed, religion, national origin, gender, disability, sexual orientation, veteran status, or other protected classes set forth in the City's Labor Management relations Ordinance.

### **40.2 Entire Agreement/ Changes**

40.2.1 It is understood and agreed by and between the parties hereto that this Agreement is the only existing Agreement between the parties and replaced any and all previous agreements.

40.2.2 It is understood and agreed that changes in this Agreement may be made at any time upon the mutual consent of the parties signatory to this Agreement. No changes in hours, benefits, working conditions will be made without the parties meeting and conferring.

40.2.3 The parties have had the full opportunity to negotiate all mandatory subjects of bargaining prior to reaching final agreement on this Agreement. The parties have negotiated in good faith and have reached a full agreement on all issues. This Agreement shall represent the only agreement between the parties. All other agreements, written or verbal, shall be unenforceable. Neither party shall be required to negotiate any issue, whether contained in this Agreement or not, during the term of this the City's commitment to meet and confer in good faith with the Union on all proposed Agreement. This provision shall not be interpreted in a manner that negates changes in ordinances or policies that affect employees' terms or conditions of employment.

### **40.3 Interpretation of Agreement**

#### **40.4 Disposition of Contract Disputes**

#### **40.5 Impasse**

40.5.1 In the event an impasse is reached during contract negotiations, the Labor Management Relations Ordinance § 3-2-15 Impasse Procedures (Albuquerque Code of Ordinances, Am. Ord. 2021-019), will apply.

#### **40.6 Assignability Clause**

40.6.1 This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of ownership or management by either party; or by any change, geographical or otherwise in the location or business of either party.

#### **40.7 Savings Clause**

40.7.1 Should any part of this Agreement be rendered invalid by reason of an existing or subsequent legislation, or be any decree of a court of competent jurisdiction, the remaining portions hereof shall remain in full force and effect.

#### **40.8 Term of Agreement**

40.8.1 This Agreement is effective on the first full pay period following ratification by the membership, approval by the Mayor, and signature by the parties and shall remain in full force and effect through June 30, 2023. For FY23, each Party may open Article 2.1.1 or 4.1.2 or both to be negotiated, consistent with applicable law.

**Appendix A to  
Collective Bargaining Agreement between  
City of Albuquerque and AFSCME Local 624 Transit through June 30, 2023**

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

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

- (a) the right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and
- (b) the right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.
- (c) the right to meet with new employees within thirty days from the date of hire for a period of at least thirty minutes but not more than one hundred twenty minutes, during new employee orientation.

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

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

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

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

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

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

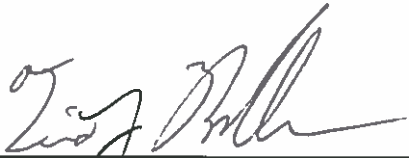
shall enter into written collective bargaining agreements covering employment relations. Entering into a collective bargaining agreement shall not obviate the duty to bargain in good faith during the term of the collective bargaining agreement regarding changes to wages, hours and all other terms and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

## SIGNATURES

IN WITNESS WHEREOF, the parties have signed their names and affixed the signatures of their authorized representatives on this 24<sup>th</sup> of September, 2021.

CITY OF ALBUQUERQUE

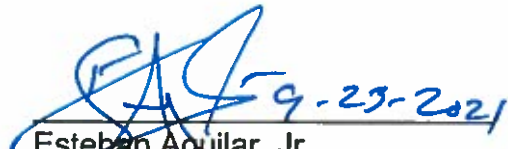
AFSCME LOCAL 624  
Transit Union

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


 9-23-21  
\_\_\_\_\_  
Casey Padilla, President  
Local 624 Transit

Form Reviewed by Legal Department

(Seal)

 9-23-2021  
\_\_\_\_\_  
Esteban Aguilar, Jr.  
City Attorney

(Seal)

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