

**AGREEMENT**  
**Between**  
**THE CITY OF ALBUQUERQUE**  
**And**  
**LOCAL 3022 AFSCME, COUNCIL 18, AFL-CIO**

**Effective January 9, 2022 through June 30, 2023**

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## AGREEMENT

### 0. RECITALS

#### 0.1 Preamble

The Union and Employer recognize the mission, goals, and obligations of the City of Albuquerque as a provider of services to the citizens of the City through its employees. The parties further recognize that it is in the best interest of the parties, the employees, and the public that all dealings between the parties continue to be characterized by mutual responsibility and respect. This Agreement shall provide terms and conditions of employment for employees covered herein and a procedure to resolve grievances. The Union shall not file a grievance or entertain a grievance from an employee that only alleges a violation of this Article.

#### 0.2 Authority

This Agreement has been made and entered into by and between the City of Albuquerque (hereinafter "Employer") and Local 3022, City of Albuquerque M-Series Employees, of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO (hereinafter "Union") pursuant to the City of Albuquerque Labor-Management Relations Ordinance.

#### 0.3 Agreement Control

This Agreement has been negotiated in accordance and compliance with the Employer's Labor-Management Relations Ordinance and the laws of the State of New Mexico. If there is any conflict between the Agreement and the Labor-Management Relations Ordinance, the Ordinance shall control. If there is any conflict between this Agreement and the Employer's Merit System Ordinance, department Standard Operating Procedures (SOP), Policies or Personnel Rules and Regulations, this Agreement shall control.

#### 0.4 Recognition

0.4.1 The Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours, and all other terms and conditions of employment for all employees in the stipulated bargaining unit, including all M-Series and Police Communications Shift Supervisors. The parties agree to the inclusion of eligible part-time M-Series employees in the Union's bargaining unit. The term "employee" for the purpose of this Agreement shall mean bargaining unit employee.

0.4.2 The City and the Union will identify positions that are jointly identified to be either included or excluded from the bargaining unit. These positions will be included or excluded from the bargaining unit when the employee currently occupying the position leaves the position identified on the "Questionable" List ("Q" List) or "Union" List ("A" Lists) prepared by the City's Human Resources Department. Recommendations by either the Union or the City to include or

exclude positions from the bargaining unit shall be brought to the Union-Employer Committee (UEC) for consideration.

0.4.3. If the parties agree that any such employees or job titles are eligible for inclusion in the bargaining unit, those employees agreed upon shall be added into the Stipulated Bargaining Unit by further stipulation of the parties. At this time, the Employer shall identify positions or employees who should be excluded from the unit under the City of Albuquerque's Labor-Management Relations Ordinance. If the parties cannot reach agreement, the Union or the Employer may submit the question of whether any such employees or job titles are eligible for inclusion in the bargaining unit under the City of Albuquerque Labor-Management Relations Ordinance to the City of Albuquerque Labor-Management Relations Board for determination. The determination(s) of the Labor-Management Relations Board will be final, with neither side appealing such determination(s) further. Both parties shall advise the Labor-Management Relations Board that it is their mutual desire, intention, and agreement that any job titles or employees resolved by the Labor-Management Relations Board in favor of the Union or the Employer will be added to or deleted from the Stipulated Bargaining Unit.

## 1. GENERAL LABOR/ MANAGEMENT PROVISIONS

### 1.1 Fair Share/ Agency Fee

#### 1.1.1 This Section Intentionally Left Blank

### 1.2 Payroll Deduction

1.2.1 Upon receipt of a signed authorized membership dues deduction card, the Employer shall deduct membership dues levied by the Union in accordance with the Union's constitution and by-laws. The Union shall designate in writing to the Employer's Central Payroll Office Manager the amount of the deduction. If the amount changes, the change shall be communicated in writing by the Union to the Employer. All deductions, including new deductions or changes in the amounts of the deductions, shall begin the first full pay period after the Employer receives the written notice of change. Deductions shall be made each bi-weekly pay period unless terminated in accordance with the provisions set forth herein.

1.2.2 The Employer's DFAS Central Payroll Office shall forward to the Union all dues withheld pursuant to valid authorization cards. The Union shall inform the Central Payroll office manager in writing where the dues should be sent. The transmission of the dues by the Employer to the Union shall take place no later than the end of the following pay period. The transmission shall include a roster of the employees for whom the deductions have been made.

1.2.3 An employee may authorize payroll deduction amounts in excess of the dues levied by the Union. The employee shall sign a separate authorization form in order to initiate this deduction.

1.2.4 An employee may terminate dues deduction by submitting a written request for termination of the deduction during the first week of July to the Union President. The President shall forward the termination request to the DFAS Central Payroll Office within one (1) week after receipt of the termination notice. The deduction shall terminate the first full pay period after the Employer receives the termination request.

1.2.5 The Employer shall terminate an employee's dues deduction if the employee leaves the bargaining unit for any reason. The deduction shall terminate the first full pay period after the employee leaves the bargaining unit. The Union shall receive notice of the termination on reports submitted by the Employer to the Union as required by this Agreement.

1.2.6 The Union shall indemnify, defend, and save the Employer 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 Employer for the purpose of complying with this section.

### 1.3 Union Rights

1.3.1 Neither party shall interfere with the internal operations of the other party. Employee conversations that do not interfere with the employee's productivity and performance shall not be prohibited.

1.3.2 The Union has the right to elect or appoint Union representatives and stewards in accordance with the Union's internal constitution and policies. Union representatives and stewards are recognized as Union leaders at worksites. Union representatives and stewards shall have reasonable access to the premises of the Employer after giving appropriate notice. Union representatives and/or stewards may only meet with employees during the employee's work time if the meeting is approved in advance by the employee's supervisor. Such visitations shall be for the purpose of administering this Agreement. Union representatives or stewards may request meetings as needed to prevent, clarify, or resolve a problem. M-Series employees required to conduct pre-determination hearings shall receive training on conducting such hearings within 120 calendar days following execution of this agreement.

1.3.3 Union members will donate two and one-half (2.5) hours of accrued vacation time per fiscal year to a Union Business Leave Pool. To request leave for union business, the employee will use the appropriate City leave process, currently Kronos, and inform the HR Director or her designee of the request.

1.3.4 Up to a maximum of four bargaining unit employees appointed to the Union negotiating team will be released from duty to participate in negotiation sessions scheduled by mutual agreement of the parties. Using the process in 1.3.3, the employees may utilize leave without pay, accrued vacation, accrued comp time, or paid leave from the members donated Union business leave pool.

1.3.5 Two Union representatives designated by the Union President assigned to represent bargaining unit employees in pre-determination meetings, grievance hearings, P.P.C. hearings, arbitration, or other meetings with management will be

released from duty. The Union will designate one representative as the lead representative who will speak for the Union. More representatives may attend for training by mutual agreement. The employees may utilize leave without pay, accrued vacation, accrued comp time, or paid leave from the members donated Union business leave pool, using the process in section 1.3.3.

1.3.6 Union Officers will be released from duty to conduct their official Union business. The Union Officers may utilize leave without pay, accrued vacation, accrued comp time, or paid leave from the members donated Union business leave pool.

1.3.7 Properly labeled outside and inter-departmental mail addressed to employees shall be treated as confidential and shall not be opened by office personnel.

1.3.8 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. The same AFSCME personnel may set up a table outside the New Hire Orientation, interact with new hires before or after the Orientation or during breaks (but AFSCME personnel will not delay new hires from attendance), and provide materials to new hires. During the orientation, a City employee will state, "You may be eligible to be a member of a Union. Representatives of the Union are at the table outside," and nothing more.

1.3.9 Bulletin Board. The Employer shall provide the Union with an Employer bulletin board dedicated exclusively for Union use at each worksite to post Union approved material. The Union steward at the worksite and the worksite supervisor will jointly designate the space provided. The posted literature shall not include politically partisan material or any content that is personally derogatory.

#### 1.4 Employer Rights

1.4.1 Subject to existing law, the City reserves the following rights:

- 1.4.1.1 To direct the work of its employees;
- 1.4.1.2 To hire, promote, evaluate, transfer, and assign employees;
- 1.4.1.3 To demote, suspend, discharge, or terminate employees for just cause;
- 1.4.1.4 To determine staffing requirements;
- 1.4.1.5 To maintain the efficiency of the City government in emergencies, and
- 1.4.1.6 To manage and to exercise judgment on all matters not specifically prohibited by this Article or by the Agreement.
- 1.4.1.7 Neither party shall interfere with the internal operations of the other party.

#### 1.5 Labor Management Committee

1.5.1 A Union-Employer Committee (UEC) shall be established.



The UEC shall be composed of two (2) employees appointed by the Union and two (2) employees appointed by the Employer. The UEC shall normally meet during the employee workday on a monthly basis. Overtime shall not be paid to an employee for time spent on the UEC.

1.5.2 The parties agree to include in the meetings additional persons as the need for their attendance arises.

1.5.3 The UEC shall address the implementation of this Agreement and any other issue of concern to either party. The parties shall prepare and exchange agenda items at least three (3) work days in advance of the meeting, unless mutually agreed otherwise.

1.5.4 The UEC shall not be permitted or empowered to negotiate any provision that amends this Agreement or any provision that violates this Agreement.

## 1.6 Bargaining Unit Information, Accretion

1.6.1 The Employer shall provide the Union at least once every three (3) months the following information in electronic format: i.e., email, pdf, etc.:

1.6.1.1 Names, addresses, and phone numbers of bargaining unit employees; (The addresses and phone numbers shall be used in a manner consistent with the settlement agreement between the Union and the City that established the Union's right to the addresses and phone numbers.)

1.6.1.2 Organizational code for each name and a key for each organizational code;

1.6.1.3 Date of hire for each employee;

1.6.1.4 M Series grade for each bargaining unit employee;

1.6.1.5 Current hourly rate for each employee;

1.6.1.6 FLSA status for each employee; and

1.6.1.7 The number of employees enrolled in the Employer's group insurance programs.

1.6.2 The Employer's department representatives shall assist the Union with the identification of current employee worksites. The assistance shall be provided upon request from designated Union representatives.

1.6.3 The information provided shall be kept confidential and shall be used for the purpose of administering the Agreement.

## 2. SALARY PROVISIONS

### 2.1 Pay Schedule

2.1.1 Based on Arbitrator Goldstein's Ruling and the *Memorandum of Understanding Between the American Federation of State, County, and Municipal Employees, Local 3022 and the City of Albuquerque Regarding Implementation of November 30, 2021 Impasse Arbitration* (MOU) which became effective on January 9, 2022, pursuant to Section II of the same MOU, for the 2022 fiscal year, effective the first full pay period following January 9, 2022, the current rate of pay for employees will be increased by 1.55% for all bargaining unit employees (which is the 3% in the approved budget less the longevity increase requested by 3022). For the 2023 fiscal year, 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.

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.

AFSCME Local 3022 – M-Series Pay Plan for FY/22 Adjusted per 2.1.1 above

<b>Steps</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Grade</b>	<b>Probation</b>					
<b>M11</b>	<b>13.91</b>	<b>15.04</b>	<b>16.35</b>	<b>18.03</b>	<b>19.85</b>	<b>21.89</b>
<b>M12</b>	<b>15.76</b>	<b>16.81</b>	<b>18.54</b>	<b>20.47</b>	<b>22.56</b>	<b>24.84</b>
<b>M13</b>	<b>17.82</b>	<b>19.30</b>	<b>21.30</b>	<b>23.47</b>	<b>25.89</b>	<b>28.52</b>
<b>M14</b>	<b>19.75</b>	<b>21.38</b>	<b>23.57</b>	<b>26.00</b>	<b>28.68</b>	<b>31.60</b>
<b>M15</b>	<b>21.77</b>	<b>23.55</b>	<b>25.99</b>	<b>28.65</b>	<b>31.60</b>	<b>34.80</b>

2.1.1.1 Aviation Operations Center Shift Supervisors (M13s) who have obtained and maintained a New Mexico Department of Public Safety Telecommunicators Certification shall receive an additional \$2.00 per hour above their regular rate of pay.

2.1.2 Police Communication Shift Supervisors: The 2.1.1 conditions above have been applied to this pay plan.

<b>Steps</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Grade</b>	<b>Probation</b>			
<b>M1C</b>	<b>27.16</b>	<b>27.88</b>	<b>29.23</b>	<b>30.66</b>

2.1.2.1 M1C Employees with a valid Public Safety Telecommunicators Certification shall receive an additional \$2.00 for certification, which is reflected in the wage rates shown in the above table.

2.1.3 This Section Intentionally Left Blank

2.1.4 Except by mutual agreement of the Parties, there shall be no step increases for the term of this agreement.

2.2 Longevity Pay

2.2.1 Until negotiated and ratified otherwise the following shall be paid to eligible employees:

2.2.1.1 Each employee with five (5) continuous years' service with the Employer shall receive seventy-five dollars (\$75.00) each pay period.

2.2.1.2 Each employee with ten (10) continuous years' service with the Employer shall receive one hundred dollars (\$100.00) each pay period.

2.2.1.3 Each employee with fifteen (15) continuous years' service with the Employer shall receive one hundred and fifty dollars (\$150.00) each pay period.

2.2.1.4 Each employee with twenty (20) or more continuous years' service with the Employer shall receive two hundred dollars (\$200.00) each pay period.

### 2.3 Overtime

2.3.1 As a condition of employment, employees may be required to work overtime. Overtime work for City employees is generally discouraged; however, when overtime is required for non-exempt employees, compensation must be in accordance with the Fair Labor Standards Act (FLSA) and the Agreement. Paid time will be considered hours worked for purposes of calculating overtime.

2.3.2 A non-exempt employee shall not work more than the regularly scheduled forty (40) hour workweek without prior approval of the department director or immediate supervisor as designated by the director. Working overtime without prior approval is considered just cause for disciplinary action up to and including termination.

2.3.3 Overtime payment may, by mutual agreement, be in the form of cash or compensatory time. Compensatory time is limited to a maximum accrual of sixty-four (64) hours. Accrued compensatory time shall be used before vacation.

2.3.4 Each section, or division where sections do not exist, shall maintain a class seniority list in descending order where the most senior non-exempt employee is listed first.

2.3.5 If overtime is required in a division or section, the division manager or section head shall schedule overtime to non-exempt employees on the basis of seniority unless the division manager or section head determines in good faith that the overtime assignment requires specific job skills/license/experience that warrant the assignment of an employee who may not be most senior. Non-exempt employees shall be offered overtime work on a rotational basis from the class seniority list. The first employee on the list is offered overtime first. When an employee works the requested overtime, the employee shall be rotated to the bottom of the list. If an employee declines overtime, the subsequent employee on the list shall be offered the overtime until all employees on the list have been offered the overtime. If all non-exempt employees decline overtime work, the Employer shall assign overtime on a rotational basis in reverse order of the class seniority list.

### 2.4 Bilingual Pay

2.4.1 No later than June 30, 2020, at a date determined by the City of Albuquerque Human Resources Department, a Bilingual Specialty Pay will be implemented subject to the limitations set forth below.

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

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

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

Successful applicants shall receive a Bilingual pay differential of \$9.23 per pay period

### 3. INSURANCE COVERAGE and BENEFITS

#### 3.1 Premium Costs

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

3.1.2 The Employer shall assume 100% of the group life insurance program.

3.1.3 The employee shall assume 100% of the Optional Supplemental Life Insurance premium.

#### 3.2 Insurance Programs

3.2.1 Group Life Insurance: Employees hired into classified positions working twenty (20) hours or more per week, receive life insurance protection effective the date of hire at no cost to the employee. The amount of protection is determined according to the employee's basic annual earnings. Protection will be adjusted annually, if necessary, to correspond to pay rate changes. Upon terminating, the group life insurance will cease on the last day of employment. Upon retirement, an employee will continue to be covered by the Employer's plan at no cost to the employee. Coverage will be one-half of the coverage reflected on the most recent annual life insurance adjustment report immediately prior to retirement. Employees categorized as temporary, seasonal, student, or part-time working fewer than twenty (20) hours per week are not eligible to participate in the Group Life Insurance programs.

3.2.2 Supplemental Life Insurance: Employees working twenty (20) hours or more per week, their spouses, and dependent children may participate in supplemental life insurance program offered by the City. Spouse, domestic partner, and dependents are eligible to be included on the same date the employee becomes insured, within thirty-one (31) days of the date the employee acquires an eligible dependent, during the annual open enrollment period or upon a qualifying event. Other enrollments or changes may be made at any time; however, they are subject

to approval by the insurance company underwriter. The total premium cost is the responsibility of the employee with no contribution by the Employer.

3.2.2.1 Supplemental life insurance will continue through the end of the pay period in which the employee terminated. Conversion may be made to an individual policy when City employment ceases.

3.2.2.2 Employees categorized as temporary, seasonal, student, or part-time working fewer than twenty (20) hours per week are not eligible to participate in the Supplemental Life Insurance programs.

3.2.3 Health and Dental Insurance: Employees categorized as regular part-time working twenty (20) hours or more per week are eligible for health and dental insurance. Employees may enroll without a medical examination within thirty-one (31) days of the date on which employment begins or during the annual open enrollment period.

3.2.3.1 Coverage begins on the first day of the pay period immediately following submittal of enrollment documents when enrollment forms are submitted within the thirty-one (31) day eligibility period but after the first day at work. If new hires elect to submit the enrollment forms before their first day of work, coverage may then begin on the first day of work. Spouse, domestic partner, and dependents are eligible to be included on the same date the employee becomes insured, within thirty-one (31) days of the date the employee acquires an eligible dependent, during the annual open enrollment period, or upon a qualifying event. All information recorded by the insured on the City enrollment form is subject to verification. The Employer and the employee share the cost of contributory premiums. The Employer retains the right to modify the plan of benefits or premium structure during annual renewal negotiations.

3.2.3.2 Employees are required to notify the Employer's Insurance and Benefits Office of a divorce, legal separation, or changes in status of a dependent child within thirty (30) days after the date of the event. Failure to provide notification will result in cancellation of benefit coverage for dependents.

3.2.3.3 Under the Health Insurance Portability and Accountability Act (HIPPA), an employee may enroll within thirty-one (31) days of the date the employee marries or acquires a child through birth or adoption.

3.2.3.4 Employees categorized as temporary, seasonal, student, intern, or part-time working fewer than twenty (20) hours per week are not eligible to participate in the Group health or dental Insurance programs.

3.2.4 Reinstated Employees: Employees reinstated, as the result of an administrative or judicial action must contact the Employer's Insurance & Benefits Office within thirty-one (31) days of reinstatement to arrange for health care benefits if there was participation prior to cancellation of benefits. Documentation authorizing the reinstatement must be provided to the Employer's Insurance & Benefits Office at the time of enrollment.

3.2.5 Loss of Non-City Sponsored Health Care Coverage: Employees working twenty (20) hours or more per week and/or eligible dependents covered under a non-Employer sponsored health care plan that is terminated through no fault of the insured may enroll under an Employer health care plan within thirty-one (31) days of termination of prior coverage. Employees must submit proof of prior coverage and proof of termination of coverage.

3.2.6 Payment of Insurance During Leave Without Pay: Employees in an unpaid status for one (1) full pay period or longer must make arrangements for direct payment of contributory insurance benefits. Failure by employees to make direct payments will result in cancellation of optional contributory insurance coverage. Employees will not be allowed to re-enroll until the next open enrollment period.

### 3.3 Continuation of Health Insurance

3.3.1 The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986 provides for the continuation of health care coverage for a covered employee and covered dependents due to a qualifying event that causes loss of health coverage.

3.3.2 To be eligible for COBRA coverage, the qualified beneficiary must be enrolled in the Employer's group health plan on the day before the qualifying event takes place, or a child is born to or placed for adoption with a covered employee during the COBRA coverage period.

3.3.3 A qualifying event is defined as termination of employment (other than for gross misconduct), reduction in hours of employment, death of a covered employee, a divorce or legal separation of a spouse from a covered employee, entitlement to Medicare of a covered employee, or the child no longer satisfies the plan's definition of a dependent child.

3.3.4 COBRA continuation coverage may be available for eighteen (18) months in the event of termination or thirty-six (36) months in the event of death, divorce/legal separation, and entitlement to Medicare or loss in dependent status.

3.3.5 The covered employee or dependent is required to notify the Employer's Human Resources Department, Insurance & Benefits Office of a divorce, legal separation, or change in the status of a dependent child within sixty (60) days after the date of the event. If notification is not received within this time period, COBRA continuation coverage will not be provided.

3.3.6 If at any time during the term of this Agreement a "request for proposal" (RFP) is issued that may result in changes to medical, dental, or vision insurance coverage, AFSCME Council 18 New Mexico will appoint a Union Representative to participate on the committee recommending the provider(s).

## 4. RETIREMENT PLAN

4.1 NM Public Employees Retirement Association (P.E.R.A.)

4.1.1. The City will continue to provide P.E.R.A. Municipal General Member Coverage Plan 3 to all employees. Effective the first full pay period in July 2013 the City will pay 10.99% of the employees' statutory contribution rate of 14.65%.

## 5. VACATION LEAVE

### 5.1 Vacation Leave

5.1.1 Vacation leave will accrue on a bi-weekly basis from the date of current employment. No vacation leave may be granted before it is accrued. Vacation leave will accrue through December 31 each year and the excess of seventy-eight (78) bi-weekly accruals will be dropped from the record at the end of the pay period containing December 31, unless the employee is in Early Retirement or has an effective retirement date of 1/1 of the following year. Employees who have accumulated over one year vacation may convert 50% of the accumulation over one year to a cash payment once per year. An employee separating from the Employer's employment will be compensated for the balance of their unused vacation computed to the date of separation. When a legal holiday, which would have been a regular workday for the employee, occurs during vacation, it shall not be charged as vacation leave but as a holiday.

5.1.2 In the event an employee exhausts their paid vacation leave during a pay period, the accruals must be prorated based on the number of paid hours during the pay period. Part-time employees working twenty (20) hours or more per week will receive vacation leave on a prorated basis. Employees categorized as temporary, seasonal, student, or part time working fewer than twenty (20) hours per week are not eligible for vacation leave.

5.1.3 Scheduling Vacation Leave: Vacation leave requests will normally be submitted at least twenty-four (24) hours in advance of the time that is requested. On a case by case basis, and in the sole discretion of the Employer, employees may be allowed to take accrued vacation leave with less than twenty-four (24) hours' notice. All requests are subject to the approval of management and the employees are required to ensure approval prior to being absent from work.

### 5.2 Vacation Leave Accrual Rates

<b>Years of Continuous Service</b>	<b>Regular Work Week</b>	<b>Accrual Rate per Bi-Weekly Pay Period</b>	<b>Maximum Accrual per Year</b>
0 to 4 years	40 hours	3.85 hours	100 hours
5 to 9 years	40 hours	4.62 hours	120 hours
10 to 14 years	40 hours	5.54 hours	144 hours
15 years & more	40 hours	6.16 hours	160 hours

## 6. SICK/ ILLNESS LEAVE

### 6.1 Sick Leave

6.1.1 Employees working a forty (40) hour workweek shall accrue sick leave at the rate of 3.70 hours bi-weekly up to a maximum of 1,200 hours. No sick leave may be granted before it is accrued.

6.1.2 In the event an employee exhausts their paid sick leave during a pay period, the accruals must be prorated based on the number of paid hours during the pay period.

6.1.3 Provided the employee has an accrued sick leave balance, sick leave may be granted for absence from duty because of personal illness or illness of a spouse, domestic partner, son, daughter, or parent as these terms are defined in Section 401.11, L. of the Personnel Rules and Regulations. Personal illness is defined to include scheduled doctor's appointments for health examination, evaluation, and/or treatment. Doctor's appointments may require documentation. Hours worked in addition to the regularly scheduled workweek will not entitle the employee to additional sick leave benefits.

6.1.4 Part-time employees working twenty (20) hours or more per workweek will receive sick leave on a prorated basis. Employees categorized as temporary, seasonal, student, or part time working fewer than twenty (20) hours per week are not eligible for sick leave.

6.1.5 Certification of Sick Leave: Employees absent from work where such absence is chargeable to sick leave may be required after three (3) consecutive days or more to provide their supervisor with a doctor's statement certifying the absence from work was due to illness or injury and the employee is now able to perform the essential functions of the job. Any employee taking sick leave shall, upon returning to work, complete a Request for Leave through Kronos, indicating the type of sick leave claimed and the dates of absence. In cases in which an employee is suspected of making a false claim for sick leave or in cases in which the City has reason to investigate a suspected pattern of false claims for sick leave, the City may proceed in a manner outlined in Section 401.4 of the Rules and Regulations.

6.1.5.1 Employees who make a false claim for sick leave, sign a certificate/statement containing a false statement, refuse to be examined by a doctor selected by the Employer, or fails to cooperate in any investigation by the Employer of their claim for sick leave shall not be entitled to any leave with pay for the time in dispute. Such actions are considered just cause for disciplinary action up to and including termination.

6.1.6 Sick Leave Clearance: Employees returning after five (5) or more consecutive workdays of sick leave must submit to the Human Resources Department a release from their personal physician. The Human Resources Department will then refer the employee to the Employee Health Clinic for a return to work clearance and certification that the employee is able to perform the essential functions of the job. However, nothing will prohibit a supervisor from requesting a sick leave clearance from employees returning from a period of fewer than five (5) consecutive workdays of sick leave.



## 6.2 Sick Leave Conversion

6.2.1 The maximum sick leave accumulation for classified employees will be 1,200 hours for a forty (40) hour workweek or a prorated amount for a regular workweek other than forty (40) hours unless otherwise specified by this Agreement.

6.2.2 Employees who have reached the specified accumulation levels listed below may exercise one of the available options. The option to convert sick leave will be offered only in November of each year. Employees electing to not convert sick leave will continue to accrue sick leave up to the maximum of 1,200 hours.

6.2.3 The following conversion formula will be used to convert accumulated sick leave unless otherwise specified in a collective bargaining agreement:

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

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

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

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

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

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

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

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

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

## 6.2.4 Sick Leave Conversion at Retirement

6.2.4.1 An employee may convert 100% of accumulated sick leave to be applied to early retirement leave immediately prior to the effective date of retirement. Refer to Section 403.10 of the Personnel Rules and Regulations.

6.2.4.2 Employees may convert 100% of both sick and vacation leave accumulation to cash payment at the time of retirement.

## 6.2.5 Sick Leave Conversion at Termination

6.2.5.1 An employee who has an accumulation of sick leave of between 500 hours and the maximum accrual will, upon termination of employment, be allowed to convert accumulated sick leave in excess of 500 hours on the basis of three (3) hours of sick leave to one (1) hour of cash payment. This applies regardless of the option the employee selects in November of each year.

6.2.5.2 This benefit does not apply to employees terminated for cause. Employees terminated for cause will not be allowed to convert their accrued sick leave to cash payment.

### 6.3 Sick Leave Death Benefit

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

### 6.4 Donation of Sick/ Vacation Leave

6.4.1 Donation of sick/vacation leave is designed to assist employees with a minimum of two (2) years continuous service who have exhausted all accrued leave and who have no other paid leave options available. This leave may be granted only in the event of a long-term catastrophic or life-threatening illness or injury to the employee and/or the employee's spouse, domestic partner, child, or parent. Only an employee whose exceptional performance has been established shall be eligible to request leave donations under this program.

6.4.2 Eligibility for Donated Leave: Employees with a minimum of two (2) years' service are eligible to request donated leave. To request donated leave, an employee must have exhausted all accrued leave and have no other paid leave options available.

6.4.3 Leave donations will be granted only in case of a long-term catastrophic or life-threatening illness or injury to the employee and/or the employee's spouse, domestic partner, child, or parent.

6.4.4 An employee must not have received donated leave, injury time, or hardship leave in the twelve (12) months preceding the request.

6.4.5 A joint Sick Leave Donation Task Force composed of two (2) Union appointees and two (2) City employees appointed by the Employer shall review requests and submit decisions to the Employer's Human Resources Director for implementation.

#### 6.4.6 Procedure for Donated Leave:

6.4.6.1 An eligible employee may request a donation of leave by submitting an application to the department director which shall include the following:

6.4.6.1.1 The name, Social Security number, and rate of pay of the proposed leave recipient;

6.4.6.1.2 A description of the long-term catastrophic or life-threatening illness which has prompted the request for donation of sick/vacation leave to include a medical statement including the

diagnosis, prognosis, required treatment, and anticipated return to work date;

6.4.6.1.3 The anticipated amount of donated leave the recipient will require; and

6.4.6.1.4 Any other information which may be required by the department director or the Task Force to make a determination regarding the request.

6.4.6.2 The department director will review the request and determine whether the requesting employee meets the eligibility criteria. The department director will submit the application for leave donation to the Task Force for approval.

6.4.6.3 The Task Force will review the request and ensure the request is supported with a medical determination regarding the long-term catastrophic or life-threatening situation. If approved, leave donations will first be solicited for a period of two (2) weeks within the department of the affected employee.

6.4.6.4 If insufficient leave is donated within the employee's department, the department director and/or the Task Force will request the Human Resources Department to recommend to the Chief Administrative Officer that donations be solicited citywide. If approved by the Chief Administrative Officer, leave donations may be solicited from other departments for a period of two (2) weeks.

6.4.6.5 The department director will coordinate, with the Payroll Section of the Department of Finance and Administrative Services, the transfer of donated hours provided that employees donating vacation have a sufficient number of accrued hours at the time of transfer. Donated sick leave will be converted in accordance with the sick leave conversion formula provided for in Section 401.4 C of the regulations before transferring hours to the recipient.

#### 6.4.7 Conditions of Donated Leave

6.4.7.1 Donated leave will be converted to a dollar value and then converted to hours based on the recipient's hourly rate.

6.4.7.2 Donated leave must be charged to FMLA leave if the recipient has not exhausted the twelve (12) weeks FMLA entitlement.

6.4.7.3 Donated leave may be requested only one (1) time during a twelve (12) month period.

6.4.7.4 Recipients of donated leave are responsible for notifying their department director and the Employer Payroll Section of any change in status requiring the termination of donated leave status.

6.4.7.5 The leave recipient will not accrue vacation or sick leave while on donated leave status.

6.4.7.6 No new enrollments or increases will be allowed to a deferred compensation account while an employee is on donated leave.

6.4.7.7 Once an employee returns to work from donated leave, either full time or part-time, all remaining donated hours will be reinstated to the donating employee(s) on a pro-rated basis.

6.4.7.8 Departments are responsible for ensuring that all relevant auditing and accounting procedures are followed.

6.4.7.9 Provisions regarding the confidentiality of medical records and information shall govern. Posted solicitation for donated leave will ensure the privacy of medical information. Disclosure of such information may be made only with the express written consent of the affected employee.

6.4.7.10 Donated leave will not be granted as an extension of leave without pay of more than two (2) weeks, injury time or hardship leave. Donation of sick/vacation leave is strictly voluntary. Denial of a request to solicit donated leave may not be grieved.

## 6.5 Bereavement Leave

6.5.1 A maximum of three (3) days sick leave may be used in case of death in the employee, spouse, or domestic partner's immediate family. An additional day may be granted for every 500 miles travel one-way from Albuquerque required to attend funeral services. Leave will be charged to sick emergency and proof of death may be required. For purpose of this section, immediate family is defined as spouse, child, stepchild, parent, stepparent, mother-in-law, father-in-law, brother, sister, grandparent, grandchild or any individual for whom the employee is a court appointed legal guardian. It also includes a domestic partner and the child, stepchild, parent, stepparent, brother, sister, grandparent or grandchild of the domestic partner.

## 6.6 Family and Medical Leave Act (FMLA)

6.6.1 FMLA shall be administered in accordance with the Act. The City Personnel Rules and Regulations regarding FMLA, where not in conflict, shall apply.

# 7. RECOGNIZED HOLIDAYS

## 7.1 Paid Holidays

7.1.1 Employees shall be granted twelve (12) paid holidays each year. The Chief Administrative Officer shall announce annually the paid holidays for employees. An employee must be in a paid status for the full workday immediately before and full workday immediately after the holiday in order to be paid for the holiday. The

CAO may reduce the number of paid holidays each year to ten (10) in her sole discretion, provided that any such decision by the CAO applies on a Citywide basis.

7.1.2 With the written approval of the department director or designee, an employee shall be allowed to take a paid holiday as a floating paid holiday within one (1) calendar year after the holiday.

7.1.3 If a paid holiday falls on a Saturday or an employee's first day off, the paid holiday will be observed on the previous Friday or the previous workday. If a paid holiday falls on a Sunday or an employee's last day off, the paid holiday will be observed on the last workday or the next workday as determined by the employee's immediate supervisor after consulting with the employee.

## 7.2 Holiday Pay

7.2.1 Non-exempt employees who are required to work on an observed holiday shall be compensated for a normal work shift at straight time plus time and one half for all hours actually worked on the holiday plus any differential pay if applicable.

7.2.1.1 An exempt employee shall only be required to work on a designated holiday if the employee's supervisor determines that the employee's work on the holiday is a work necessity.

## 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.

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

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

8.3.2 The employee in active military duty status must continue to make timely 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 Insurance & Benefits Division of the Human Resources Department on 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;

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 Requests for paid leave will be submitted for approval on the Request for Leave of Absence Form (P-30). Requests shall include any necessary documentation. If an employee is absent from duty without prior authorization, the employee shall notify the employee's immediate supervisor and explain the circumstances of the absence no later than one (1) hour after the regular scheduled time to report to duty or as required by the department. The proper forms shall be completed as soon as possible upon return to work.

## 9.2 Birthday Leave

9.2.1 Leave with pay on an employee's birthday is authorized for any employee who is in a pay status. The number of hours of authorized birthday leave will be based on the employee's current approved work schedule at the time the employee takes the leave. If the employee's birthday falls on a normal day off, or at the employee's discretion, the employee may request an alternate day off. This alternate day must be approved at least twenty-four (24) hours in advance and must be taken within the calendar year.

## 9.3 Blood Donation Leave

9.3.1 An employee donating blood during an organized Employer sponsored blood drive will receive two (2) hours leave with pay for donating blood. Employees shall be required to obtain prior approval from their immediate supervisor for the leave through the submittal of a Request for Leave of Absence form (P-30) accompanied by the donation certificate.

## 9.4 Managerial Leave

9.4.1 Employees who are exempt under Fair Labor Standards Act (FLSA) shall be required to perform certain functions regardless of how many hours are required to complete assigned tasks. Departments shall use flexible work schedules, when appropriate, to assist these employees. However, unusual circumstances may occur when an extra demand is placed on an employee that requires work involving a substantial number of hours that cannot be accommodated through flexible work schedules.

9.4.2 When these unusual circumstances occur, a FLSA exempt employee who is required to perform this work in addition to or outside the employee's regular work schedule shall be eligible for paid managerial leave if approved by the department director. Regular scheduled meetings or assignments outside of the regular workday, shall be considered as justification for managerial leave.

9.4.3 Managerial leave must be used within one (1) calendar year of the award or the balance will be dropped from the employee's leave record.

9.4.4 Each City Department shall prepare a Managerial Leave Policy for exempt employees and submit the policy to the City's Chief Administrative Officer (CAO) for approval. Upon request, Union stewards in each department shall be permitted to consult with the department director or the director's designee concerning the contents of the policy prior to submission of the policy by the department to the CAO. The City's Human Resources Department shall assist the departments in the development of the policies.

## 9.5 Administrative Leave

9.5.1 Chief Administrative Officer approval must be obtained prior to placing an employee on administrative leave.



9.5.2 Administrative leave with pay may be authorized for a loaned executive. A written request for a loaned executive must be submitted to the Chief Administrative Officer, which includes the period of time, direct benefit to the Employer, and the specialty or expertise requested. The Employer will negotiate the terms and conditions of the loaned executive including salaries, benefits, and operating expenses.

9.5.3 Requests for a loaned executive will be for a period not to exceed six (6) months; however, the Chief Administrative Officer may extend the term under exceptional circumstances. The loaned executive will prepare and submit a report of accomplishment to the Chief Administrative Officer and department director upon completion of the assignment.

9.5.4 Administrative leave with pay may be authorized by the Chief Administrative Officer for services or activities of employees outside the scope of their employment, which can reasonably be anticipated, directly or indirectly, to benefit the Employer. Such leave will not exceed eighty (80) hours.

9.5.5 An employee may be placed in administrative leave status during the period of an investigation. Such leave may be given with or without pay for good and sufficient reason that the Chief Administrative Officer considers to be in the best interest of the Employer's service. Administrative leave during an investigation shall be limited to thirty (30) workdays. Administrative leave in excess of fifteen (15) workdays shall require approval by a committee composed of the Director of the Human Resources Department and the City Attorney or their designees. During this period of time, the Chief Administrative Officer may assign the employee duties and responsibilities that are of benefit to the Employer.

## 9.6 Hardship Leave

9.6.1 Department directors shall submit requests for hardship leave to the Human Resources Department on behalf of their employees. The Director of Human Resources will forward the request to the Chief Administrative Officer with a recommendation regarding approval. Leave with pay may be granted for a period not to exceed six (6) calendar months to classified employees having at least five (5) years of continuous service and twelve (12) calendar months to classified employees having at least ten (10) years continuous service upon demonstration of extreme hardship due to a life-threatening personal injury or sickness of the employee. Part-time employees working twenty (20) hours or more will receive benefits on a prorated basis. Employees on hardship leave status will not accrue sick and vacation leave.

9.6.2 This leave may be granted only after all other paid leave has been exhausted and only if the employee is not eligible for disability or retirement benefits under PERA or Social Security. The employee must provide written documentation from PERA or the Social Security Administration documenting the denial of benefits. Hardship leave must be reported as FMLA unless the twelve (12) week entitlement has already been exhausted. The period of hardship leave ends when the employee returns to work either full time or part-time. Any additional requests for hardship leave must be submitted as a new request. Hardship leave may not be granted as an extension of donated leave. Only an

employee whose exceptional performance has been certified by the department director is eligible for this leave.

9.6.3 Denial of a request for hardship leave may not be grieved.

#### 9.7 Jury Duty

9.7.1 Employees who are called to serve on jury duty during normal work hours shall be paid at their regular pay for the time served as a juror. Employees shall reimburse the Employer for all compensation received for such service performed during normal work hours. Employees are responsible for notifying their supervisor of jury duty as soon as possible. Supervisors should adjust the employee's work schedule to Monday through Friday, 8:00 am to 5:00 pm, to accommodate the required jury duty.

#### 9.8 Physical Examinations

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

#### 9.9 Leave to Vote

9.9.1 Employees will be granted leave to vote in accordance with New Mexico law. Department directors should schedule time taken to vote so that offices remain open during normal working hours and the work of the department is affected as little as possible. Departments will not grant time off with pay to any employee whose normal workday begins more than two (2) hours after the opening of the polls, or ends more than three (3) hours prior to the closing of the polls. Time taken off for voting can be used for no other purpose.

9.9.2 Department directors must grant this time off for voting if requested by employees registered to vote. Proof of registration and eligibility may be required.

9.9.3 Abuse of this time is considered just cause for disciplinary action up to and including termination.

#### 9.10 Definition for Leaves of Absence

9.10.1 For the purposes of this Article, workday is defined as an eight (8) hour day for those employees whose normal weekly work schedule consists of five (5) eight (8) hour days or a ten (10) hour day for those employees whose normal weekly work schedule consists of four (4) ten (10) hour days. In the case of conflict with language from the Employer's Personnel Rules and Regulations regarding this provision, the language of this subsection will govern.

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

#### 10.1 Absence Without Authorized Leave

10.1.1 An employee who is absent from work without prior approval may be approved for emergency vacation leave by management.

## 10.2 Leave Without Pay

10.2.1 An employee may be granted leave without pay under certain conditions. Requests for leave without pay of up to two (2) calendar weeks may be approved by the Department Director. Requests for more than two (2) calendar weeks but not exceeding twelve (12) months are subject to the approval of the Chief Administrative Officer.

10.2.2 Employees may be granted leave without pay due to sickness or disability when certified by a qualified doctor of medicine, to attend school when it is clearly demonstrated the subject matter is directly job related, for additional vacation time or for good and sufficient reason which the Chief Administrative Officer considers to be in the best interest of the City.

10.2.3 Except under unusual circumstances, voluntary separation to accept employment outside the City service shall be considered insufficient reason for granting leave without pay. Employees may not be granted leave without pay as an extension of physical layoff.

10.2.4 Employees must exhaust all accrued vacation and other paid leave, with the exception of sick leave prior to receiving approval for leave without pay. If the request for leave without pay is related to a health or medical condition then all accrued sick leave must also be exhausted prior to receiving approval for leave without pay.

10.2.5 Positions will not be held open for employees that are granted leave without pay for more than thirty (30) days. It will be the employee's responsibility to contact the Human Resources Department no later than thirty (30) days prior to the end of the leave without pay period in order to allow sufficient time to locate an equal or lower position, if possible.

10.2.6 The Human Resources Department will attempt to locate a position of equal or lower grade or comparable pay to the employee's previous position.

10.2.7 Employees on leave without pay for eight (8) hours or more per pay period will not accrue sick or vacation leave or any other benefits. Employees must directly pay full contributory benefits when in an unpaid status for one (1) full pay period. Leave without pay will not count as service credit for PERA retirement purposes.

10.2.8 An employee who refuses to accept an offer of placement into a position of the same grade or comparable pay will be terminated.

## 10.3 Leave of Absence

10.3.1 Employees may be granted an unpaid leave of absence of up to six (6) months under certain conditions. To be eligible for this benefit, an employee must have twelve (12) months of continuous uninterrupted active employment

immediately prior to the effective date of the leave of absence. A leave of absence under this section will not be granted for FMLA qualifying absences. The Chief Administrative Officer must approve requests for a leave of absence for thirty (30) calendar days or more but not exceeding six (6) months. The position of an employee on an approved leave of absence will be held for the employee until the employee's return to work. Vacation and sick leave balances will be held for the employee and will not be cashed out before or during the leave of absence. Employees will not accrue additional sick leave or vacation leave, or any other benefits while on a leave of absence. Employees must pay contributory benefits directly when in an unpaid status. Employees may not withdraw PERA contributions while on a leave of absence.

10.3.2 A leave of absence will only be granted if the department director certifies the department can continue to provide the required services during the employee's absence. Vacation, sick, donated, or hardship leave may not be used to extend a leave of absence.

10.3.3 Failure to return to work after an approved leave of absence will result in termination. A leave of absence will not count as service credit for PERA retirement purposes.

## 11. WORK WEEK

### 11.1 FLSA Non-Exempt Employees

11.1.1 An FLSA non-exempt employee shall have a workweek of forty (40) hours per week, eight (8) hours or ten (10) hours per day.

### 11.2 FLSA Exempt Employees

11.2.1 Although a FLSA exempt employee may have a regular scheduled forty (40) hour workweek, a FLSA exempt employee shall not have any entitlement to additional compensation or paid leave other than those set forth in this Agreement. If exempt employees are required to work more than forty (40) hours per week on a regular basis, they may contact their departmental HR liaison to reasonably try to facilitate a mutually agreed upon resolution.

### 11.3 Other Work Week Provisions

11.3.1 An employee's daily work shift shall not be split into two (2) or more segments. An employee who experiences a permanent change in the employee's work hours shall receive a fourteen (14) day notice of the change. However, this requirement shall not apply if the employee's department experiences an emergency. For the purposes of this provision, an "emergency" shall be defined as an unforeseen event beyond the control of the City.

## 12. WORK HOURS

### 12.1 Flex Time

12.1.1 An employee may submit a request for a flex work schedule to the employee's immediate supervisor. The request shall be in writing and shall indicate the schedule requested.

12.1.2 The request shall be subject to approval by the employee's immediate supervisor. The immediate supervisor's decision to approve or deny the request shall be based on the business needs of the operations as well as the employee's needs. If multiple employees within the same work unit request flex-time schedules, the criteria set forth herein shall be used by the immediate supervisor to determine whether or not to approve any or all of the requests. Where all other factors are equal, the determining factor shall be class seniority within the work unit or within division where sections do not exist.

12.1.3 The immediate supervisor shall respond to flex-time schedule requests with an explanation in a timely manner.

12.1.4 Flex schedules for employees who are eligible for overtime pay shall not exceed forty (40) hours during a workweek.

12.1.5 Flex-time schedules in existence at the time this Agreement is executed shall be considered in accordance with the provisions set forth herein.

## 12.2 Stand-By Time

12.2.1 The Employer's current policies on standby time compensation shall continue in effect for bargaining unit employees to whom the policies apply.

## 12.3 Special Circumstances for Crime Scene Specialists

12.3.1 The Parties agree that the terms in Section 12.3 and its subsections apply only to Crime Scene Specialists ("CSS") within the Bargaining Unit.

12.3.2 Meals: CSS employees will be provided a thirty (30) minute lunch period. The CSS will interrupt or delay the meal period as needed to timely process a crime scene. If a meal period is interrupted, the CSS will take the remainder of the meal period after the completion of processing a crime scene; or if the crime scene processing is delayed, the CSS will take the meal period later in his/her normally scheduled shift. Such meal period shall occur during the CSS's normal work shift. This Section shall be read in conjunction with Section 2.3, Overtime.

12.3.3 On-Call Assignments: On-Call assignments shall be assigned for periods of seven (7) consecutive calendar days and shall be included in the on-call rotation schedule completed by the Major Crimes Scene Supervisor.

CSSs who are required to report to a crime scene or worksite in case of an emergency and/or to resolve a problem shall be compensated for time worked at the appropriate rate of pay for all hours spent at the crime scene/worksite and/or responding in person to the emergency as follows: (a) straight time if the hours worked do not result in overtime; or (b) time and one-half if the hours worked result in overtime.

CSSs who are assigned to on-call status shall be guaranteed eight (8) hours of on-call incentive time at the normal straight-time rate for each seven (7) consecutive calendar days' assignment. Such incentive hours shall be in addition to any and all compensation as provided for in the above Paragraph. Banked hours of on-call incentive time shall be paid, by mutual agreement of the CSS and Major Crimes Scene Supervisor, in the form of cash; or paid time off at the appropriate rate as provided for in the above Paragraph. CSSs will be allowed to bank up to a maximum of 48 hours on-call incentive hours. Banked hours will be used or compensated within one rolling year or 365 days from date it is earned. Accrued on-call incentive time designated as paid leave time off shall be used before vacation time. CSSs who have banked on-call incentive time shall, upon termination, be paid for the unused amount.

12.3.4 When a Crime Scene Specialist is testifying related to work duties, the City will pay a minimum of two (2) hours court time at time-and-one-half, unless the employee appears in court within one (1) hour of his/her work day, starting or ending. In the event the court appearance is within one (1) hour of an employee's regular shift, starting or ending, the employee will be paid the sum of one (1) hour.

12.3.5 When a Crime Scene Specialist is testifying related to work duties, and s/he is assigned to graveyard shift who have worked the previous shift will be paid a minimum of two (2) hours at time-and-one-half beginning thirty (30) minutes after their shift ends, plus actual time spent in court following two-and-one-half (2-1/2) hours after close of shift.

12.3.6 The City will consider terms analogous to 12.3.1 through 12.3.5 where working conditions warrant. Within 30 calendar days of ratification of this contract, the Union President will provide to the Human Resources Manager a list of Departments or work units where the Union believes working conditions warrant analogous terms. The Parties will have six weeks per Department or unit listed to meet at least once, the attendees being the Union President, the Human Resources Manager, and an appropriate management representative, to discuss analogous terms. The Parties anticipate that if terms are agreed upon, then the terms will be placed in an MOU and would be offered by both Parties as a contract term the next time negotiations are open.

## 13. WORK ASSIGNMENTS

### 13.1 Working Outside Classification

13.1.1 Under normal circumstances, an employee will not be required to perform duties outside the employee's classification as a regular assignment. However, in unusual or extenuating circumstances, an employee may be required to assume responsibilities outside the employee's classification, in which case, Section 20.2 Temporary Upgrade shall apply.

### 13.2 Light Duty/ Modified Work Assignments

13.2.1 Light duty/modified work assignments are provided for employees who have suffered on-the-job injuries or illness.

13.2.2 If an employee suffers a work-related injury or illness and the Employee Health Clinic determines that the employee is unable to perform all of the essential functions of the employee's job due to the employee's work-related injury or illness, the employee shall participate in the light duty/modified work program as directed by the Risk Management and Human Resources Directors or designees.

13.2.3 Any modified/light duty work assignments will comply with applicable federal, state, and local laws and regulations, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, and the State of New Mexico Workers' Compensation Act.

13.2.4 An employee who returns to work on light/modified duty assignment shall be paid no less than the employee's last salary.

### 13.3 Change in Work Hours/Locations

13.3.1 The City and the Union recognize the employee's need for advance notification for temporary changes in work locations/hours to accommodate problems with childcare and/or transportation [permanent changes in hours and location are addressed in 11.3.1]. The following time requirements shall be considered as minimum:

13.3.1.1 A change in an employee's work hours/locations exceeding three (3) calendar days shall require advance notice to the employee of five (5) City Business Days (Monday through Friday excluding Holidays recognized by the CAO).

13.3.2 The parties recognize that temporary changes in work hours or locations are solely intended to promote productivity, and to allow flexibility to respond to the needs of employees and management in addressing changing work place tasks. Temporary changes in work hours or locations will not exceed 30 days unless mutual agreement between management and the Union. This language does not condone a pattern of repeat temporary changes.

## 14. SENIORITY

### 14.1 Seniority Determination

14.1.1 City seniority shall be the length of continuous uninterrupted service with the Employer. If an employee is rehired by the Employer after the employee has been separated from the employer due to resignation or termination for more than thirty (30) days, the employee's official personnel record will reflect a re-hire/adjustment hire date for seniority purposes.

14.1.2 Class seniority shall be based on the effective date an employee is placed in the employee's current classification. Class seniority shall not be

retained by administrative transfers initiated by management to another classification after July 1, 2018.

14.1.3 Department seniority shall be the length of continuous uninterrupted service an employee has in the employee's current department. Department seniority shall be broken by reassignment to another department.

14.1.4 Division seniority shall be the length of continuous uninterrupted service an employee has in the employee's current division. Division seniority shall be broken by reassignment to another division.

14.1.5 Section seniority shall be the length of continuous uninterrupted service an employee has in the employee's current section. Section seniority shall be broken by reassignment to another section.

14.1.6 When two (2) or more employees have the same seniority dates for determining job rights, the tie shall be broken by the affected employees drawing lots. The process used to break a tie will be used each time a tie needs to be broken.

14.1.7 For the purposes set forth in Sections 2.3 and 15, seniority shall be defined as length of continuous service in a department by classification within a work unit as a permanent employee.

## 15. BIDDING and VACANCIES

### 15.1 Shift Bidding

15.1.1 Employees who are M-12 and above will be allowed to bid semi-annually for shift assignments, units, day off, and voluntary overtime, in seniority order in the Employee's classification.

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

## 16. ELECTIONS AND APPOINTMENTS

The City will notify Local 3022 of elections or appointments to the City's Labor-Management Relations Board and the Personnel Board.

## 17. OCCUPATIONAL HEALTH and SAFETY

### 17.1 Safe and Healthy Working Conditions

17.1.1 The City of Albuquerque is a public service institution. All employees must remember that the first obligation is the safety and well-being of the general public and each other.



17.1.2 Workplace violence by employees is prohibited. Violent behavior directed toward a City employee by a member of the general public shall not be tolerated.

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

17.1.2.2 An employee who witnesses or is the subject of prohibited behaviors must report the incident to their immediate supervisor unless the supervisor is the one exhibiting the prohibited behavior, in which case the employee shall report the behavior to the next highest person within the organization.

17.1.2.3 A supervisor receiving the complaint must conduct an investigation of the incident and initiate appropriate action to eliminate the prohibited behavior. The supervisor shall prepare a written response to the employee reporting the incident. This response shall include an acknowledgment of the employee's complaint, a description of the investigation conducted, and the action that was initiated to eliminate the prohibited behavior.

## 17.2 Emergency Transportation

17.2.1 An employee who suffers an on-the-job injury or illness and requires immediate emergency care shall be transported to a treatment facility at no expense to the employee.

## 17.3 Injury Time

17.3.1 In addition to other employee benefits, employees are eligible to receive injury time benefits subject to the limitations provided in this section.

17.3.2 Employees who are injured or who suffer an occupational disease in the performance of their duties are eligible for injury time payments the day after the injury [which includes the seven (7) day waiting period required by the Workers Compensation Act] and under all of the following conditions:

The employee is receiving Workers' Compensation wage loss (temporary total disability) benefits;

The employee is receiving health care services (treatment) from the health care provider selected by the Employer;

The health care provider selected by the City certifies the employee is unable to perform the essential functions of the job or that the employee can perform tasks within the Light Duty program; and

The employee has been temporarily assigned to a light duty function as a result of sustaining a compensable job injury or illness.

17.3.3 Injury time payments shall not be paid after the death of an employee.

17.3.4 Payments to the employee will include the Workers Compensation wage loss benefit and the injury time payments provided by the City, which combined, may not exceed the employee's regular wages (gross less statutory deductions). Injury time shall be used only as a supplement payment to Workers' Compensation wage loss (temporary total disability) benefits or temporary light duty assignments.

17.3.5 The Chief Administrative Officer may withhold injury time benefits to any employee for good and sufficient reason.

17.3.6 Injury time benefits will be allowed for any on-the-job injury, including multiple injuries from the same accident, prior injury, recurrence or aggravation of an injury or occupational disease.

17.3.7 Injury time benefits will be allowed for up to and including, but not to exceed, 960 hours for the standard forty (40) hour workweek or 1,344 hours for a fifty-six (56) hour workweek. Multiple injuries from the same accident will be subject to a maximum of 960 hours. Initial and subsequent injuries to the same body part or function will be subject to a maximum of 960 hours regardless of the number of subsequent events.

17.3.8 A prior injury is any injury suffered by the employee as a result of a previous accident, illness, or injury to one or more body parts.

17.3.9 An employee shall be charged injury time on the basis of their current approved schedule for each workday. Such time including light duty shall not exceed the maximum hours in their regular workweek. If the employee has a regular workweek of other than forty (40) hours, or a regular workday of other than eight (8) hours, the injury time charged and the maximum hours of injury time shall be prorated.

17.3.10 Upon exhaustion of injury time, sick leave may be used to supplement Workers' Compensation wage loss (temporary total disability) benefits. If sick leave is used to supplement Workers' Compensation wage loss (temporary total disability) benefits, it shall be charged on the basis of the number of hours in their current approved schedule for each workday, not to exceed forty (40) hours in a workweek. If the employee's regular workweek is other than forty (40) hours the sick leave charge shall be prorated.

17.3.11 Upon the denial or exhaustion of injury time and the exhaustion of sick leave, all accrued vacation hours will be paid in a lump sum and the employee transferred to physical layoff.

17.3.12 If an employee has a disability as defined by the Americans with Disabilities Act (ADA), consideration will be given as to whether a reasonable accommodation can be made prior to transferring to physical layoff.

17.3.13 The receipt by the employee of injury time payments from the Employer shall operate as an assignment to the Employer against any amount collected through a settlement or court action by the employee against a third party causing the injury or disease. The City may proceed against a third party in its own name

to collect reimbursement of injury time payments. The failure of any employee to cooperate with the Employer in any legal or other action is considered just cause for disciplinary action up to and including termination.

17.3.14 Employees on a temporary Light Duty assignment working twenty (20) hours or more per week will be eligible for sick and vacation accruals on a prorated basis.

17.3.15 Authorized absences for employees while on Light Duty will be charged to the appropriate leave category. Such absences will not be charged to Light Duty/Injury time.

17.3.16 Employees on injury time, excluding Light Duty, will not earn service credit towards retirement through PERA.

17.3.17 Injury time, excluding Light Duty, will be charged to FMLA.

17.3.18 Employees who are on injury time status for more than two full pay periods, excluding light duty assignments of twenty (20) hours or more per week, shall not accrue sick or vacation leave.

17.3.19 Employees categorized as temporary, seasonal, student, or part-time working fewer than twenty (20) hours per workweek are not eligible for injury time benefits.

17.3.20 A decision to withhold injury time payments to any employee may not be grieved.

#### **17.4 Uniforms**

17.4.1 Members of 3022 will receive the same benefits regarding uniforms as provided for in the Contracts for the Locals which 3022 members supervise, unless the working conditions of 3022 members are inconsistent with the uniforms called for in the Contracts of other Locals, to be determined by management. Where working conditions warrant, to be determined by management, members of 3022 who are not supervisors will receive uniforms and between \$195.00 and up to a maximum of \$255.00 per calendar year reimbursement for the purchase of a pair of safety footwear which meets or exceeds ANSI Z41 1991 standards.

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

#### **18.1 Training and Education**

18.1.1 The Union shall be permitted to appoint one (1) representative to serve on the Employer's Training and Education Committee (TEC). The TEC serves as an advisory committee to the Employer's Director of Human Resources on all employee development matters, including recommending criteria of eligibility and tuition assistance under the Employer's Tuition Assistance program.

18.1.2 Employees may access career counseling and guidance and educational leave and tuition assistance through procedures set forth in the Employer's Rules and Regulations. Such leave shall not be unreasonably denied.

18.1.3 An employee who successfully completes a "Train the Trainer" program approved by the City will be certified as an eligible employee trainer. If the City and the Union jointly identify areas where these trainers are utilized for training purposes, the certified trainer will receive a training differential of fifteen percent (15%) above the employee's regular rate of pay for each hour of the actual training provided. Training in jointly identified areas will be on a voluntary basis unless required by departmental or operational needs.

## 18.2 Educational Leave

18.2.1 If an employee is participating in a program leading towards a degree or certificate that is approved by the Training and Education Committee, the employee's department director may grant Educational Leave not to exceed four (4) hours per week for a full-time employee in accordance with the Employer's Rules and Regulations. Applications for this leave shall be submitted directly to the Educational leave and Tuition Assistance Program Coordinator. The Coordinator shall submit the application to the department director. If the director denies the request, the director shall submit written reasons for the rejection to the employee.

## 18.3 Licenses and Certifications

18.3.1 Employees shall be responsible for obtaining licenses and certifications required for their job positions. The Employer shall reimburse employees the fees for renewals and classes required for maintenance of such licenses and certifications. The employee shall be responsible for ensuring that the employee meets all requirements of certification, including pertinent application and training credits. In-house training for employee licenses and certifications required for the employee's job shall be continued during the term of this Agreement in departments where the training currently exists.

18.3.2 Employees who are required to maintain or renew a license or certification required for their job shall receive per diem and mileage in accordance with Employer travel regulations to attend certification exams unless an Employer vehicle is made available. Should such examination take place during the employee's regular work hours, time required for testing and reasonable travel time to and from the site of the exam shall be considered hours worked.

## 19. POSITION DESCRIPTIONS and SPECIFICATIONS

### 19.1 Position Specifications

19.1.1 Employee position specifications shall be placed on the Employer WEB site. Upon request of an employee or the Union, the Human Resources Department shall provide an employee with a copy of the employee's position specification in a timely manner.

## 20. PROMOTIONAL PROCEDURES and POLICIES

### 20.1 Vacancies

20.1.1 Bargaining unit position vacancies shall be posted by the Employer for a minimum of ten (10) working days. The vacancy notice shall include the job code, job title, minimum qualifications, salary range, application instructions, and the Employer representative that may be contacted for further information. Vacancies shall be filled in accordance with Section 100, Applications and Procedures of the Personnel Rules and Regulations.

20.1.2 An employee may apply for any advertised vacancy. An employee shall not be required to inform the employee's supervisor that the employee is applying for a vacancy or attending interviews. If the employee schedules an interview during the employee's work day, the employee shall provide prior notice of the interview to the supervisor.

20.1.3 Placement preference shall be provided in the following order:

- Employees reinstated as a result of administrative board or judicial order;
- Employees returning from active duty in the military;
- Employees transferred as the result of Chief Administrative Officer action;
- Employees returning from a physical layoff;
- Employees returning from a layoff;
- Employees notified of layoff, and
- Employees returning from authorized absence from work without pay.

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

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

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

20.1.7 Favoritism and nepotism are prohibited criteria in filling vacancies.

### 20.2 Temporary Upgrades

20.2.1 Employees shall not be required to perform duties of a higher classification as a regular assignment. A member of 3022 may be offered to work in a higher classified position within the bargaining unit, or outside the bargaining unit. The following terms do not apply to non-bargaining unit positions, although the City may in its sole discretion apply them on a case by case basis. However, when a bargaining unit employee is assigned to temporarily work in a higher classified bargaining unit position, the Employer shall select a bargaining unit employee

based on qualifications identified solely by the Employer. In cases where qualifications are equal, the determining factor shall be class seniority within section or within division where sections do not exist. Employees who have been qualified for the temporary upgrade shall be assigned to the upgraded position on a rotational basis. The rotation shall be based on a division seniority basis and in a manner consistent with the City's Personnel Rules and Regulations.

20.2.2 The Employer shall compensate the bargaining unit employee temporarily assigned to working at the higher classification an hourly rate equal to the employee's regular hourly rate plus ten percent (10%) of the employee's regular hourly rate. An employee may, in the sole discretion of the City, be upgraded to a position more than two (2) grades higher than the employee's current classification, at a minimum of 5% per grade. The upgrade will be paid when the position has been vacant and/or the incumbent is absent.

20.2.3 The temporary upgrade rate shall be implemented as quickly as possible.

20.2.4 The temporary upgrade shall not exceed ninety (90) calendar days unless extended by mutual agreement of the parties.

### 20.3 Classification/ Recognition

20.3.1 Prior to revising existing classifications or establishing new classifications, the Employer will notify the Union of its anticipated action and offer the Union the opportunity to provide input and recommendations related to whether or not the affected positions shall be included in the Union's bargaining unit. Either party may bring this issue for discussion in the Union-Employer Committee (UEC) if it deems necessary. In the event of a dispute, either party may take the issue to the Labor Board for resolution.

20.3.1.1 There exists a critical need to have an appropriate bargaining unit certified by the City of Albuquerque Labor Board as per the City of Albuquerque Labor Management Relations Ordinance.

20.3.1.2 The parties will develop a committee of two (2) representatives each.

20.3.1.3 The committee shall develop three (3) lists. One, of the positions that the parties agree are appropriate for inclusion in a professional bargaining unit; one, of agreed upon positions that are not appropriate for inclusion in the professional bargaining unit; and a third list, of positions that remain in dispute between the parties as to the exclusion or inclusion in the bargaining unit.

20.3.1.4 All positions classified as M or E-Series will be considered in the development of said lists.

20.3.1.5 The committee shall meet within a month of ratification and signature of this CBA which is currently in negotiation and at least once every month thereafter for four (4) months or until an agreement is reached or impasse is declared by either party.

20.3.1.6 Upon agreement, declaration of impasse, or expiration of four (4) months, the parties shall submit all lists to the Labor Board for determination of an appropriate bargaining unit and certification of the appropriate bargaining unit.

- 20.3.1.7 If disputes on inclusion or exclusion of classifications exist, the parties shall present to the Board the unresolved facts and issues for determination of inclusion or exclusion. Such presentation shall request/require the Board to take action and certify a bargaining unit to replace any and all references to the M-Series bargaining unit and identify the new bargaining unit as the Professional Bargaining Unit. The certification will include those positions agreed upon by the parties and the positions determined by the Board as included in the bargaining unit.
- 20.3.1.8 Employees who are affected by the inclusion of their E-Series positions into the bargaining unit shall not have their pay impacted. The parties hereby agree for those employees in positions that are currently classified as E-Series and for whom the Board finds are more properly designated as part of the bargaining unit, shall remain at their current compensation until such time as provided for in Section 20.3.1.9.
- 20.3.1.9 The E-Series employees affected by the Board's decision to include their position as part of the bargaining unit shall remain at their current compensation until such time as the parties are able to negotiate a new compensation package. This will not affect the employee's bargaining unit status as provided for in Section 20.3.1.8.
- 20.3.1.10 The Union shall have no representational rights with regard to those employees currently classified as E-Series and for whom the Board determines are properly excluded from the bargaining unit.

20.3.2 An employee may request a position reclassification through the employee's department director and in accordance with the Employer's Rules and Regulations.

## 21. PERFORMANCE EVALUATIONS and APPRAISALS

21.1 Performance evaluations will be conducted in accordance with the merit System Ordinance Section 3-1-9.

## 22. PERSONNEL FILES and RECORDS

### 22.1 Employee Records

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.

22.1.1 A copy of an employee's performance evaluation or disciplinary action shall be presented to the employee for review and signature prior to being placed in the employee's personnel file.

22.1.2 An employee shall be permitted to review the contents of their department and/or Human Resources Department file during normal work hours. Reasonable requests for copies of documents in the file shall be honored and reasonable charges shall be made for the copies.

22.1.3 The personnel file maintained in the Human Resources Department (HRD) may be reviewed by hiring supervisors and/or interview panel members.

22.1.4 An employee shall have the right to submit written responses to documents that are placed in the employee's departmental or HRD files. The written responses will be placed in the appropriate file.

22.1.5 An employee's HRD file shall be the permanent record of an employee's performance with the Employer.

22.1.6 An employee may designate in writing a Union representative or another representative of the employee's choice to examine the employee's file.

## 23. CONDITIONS of EMPLOYMENT

23.1.1 As a condition of employment all employees are required to comply with the provisions of the City of Albuquerque Merit System Ordinance, Personnel Rules & Regulations, Administrative Instructions or Orders, regulations, Departmental Policies and/or SOP's (standards of operation). In cases where a conflict may exist between the aforementioned and the provisions of the Agreement, the provision of this Agreement shall govern and be complied with.

## 24. INVESTIGATIONS and DISCIPLINE

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 Local President. The request will be sent to the Staff Representative and the Local President. The Staff Representative or the Local President's designee may respond on behalf of the Local President so long as the Local President is the decision maker and is copied on all communications. If AFSCME does not respond within 3 CBDs, then the City will automatically have an additional 5 CBDs extension. If a request is made for a legitimate reason before a deadline expires then AFSCME agreement will not be unreasonably denied. If the request is made after a deadline has expired, then the request may be denied by AFSCME.

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



claims such as Title VII, the volume of investigations in a Department, or an investigation involving violence, serious injury or fatality, or serious property damage.

All notices to employees will be hand-delivered, if employee is available. Otherwise, notices will be sent by certified mail and email, to the employee's last known address; and delivery will be at least 5 CBDs before the interview or hearing. Employee investigations and notices of contemplated disciplinary actions shall be implemented in the following manner:

## 24.1 Disciplinary Actions

### 24.1.1 Contemplated Actions if Investigation is Not Warranted

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

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

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

24.1.2.1 If an investigation is conducted, the City will have twenty (20) City Business Days (CBDs) to issue a notice of contemplated action/predetermination hearing to the employee, measured either from the end of the investigation period (45 to 90 calendar days, or another term agreed to by the parties), or from the date an employee is notified the investigation is complete if notice issued.

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 City will provide the employee a minimum of five (5) City Business days' advance notice prior to conducting the predetermination hearing. In notifying the employee of the measure of discipline to be imposed, it is recognized that the employee has the right to have Union representation. At or after the time of the notice, the employee and the employee's representative will be allowed the opportunity to review all evidence relevant to allegations/charges against the employee. The employee may request copies of evidence. Management will make a reasonable effort to accommodate such requests, at the employee's expense.

24.1.3.1 The City will not unilaterally provide, unless required to do so by law, or send in response to a request, investigation materials to persons outside the City, but will respond to discovery requests, any service of

process, IPRA requests, or other lawful means to compel production, as appropriate.

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

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

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

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

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

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

24.1.10 The City will have twenty-five (25) CBDs, measured from the date of the Predetermination Hearing, to issue discipline through a Notice of Final Action (NOFA). Unless an extension is agreed to by the Union and the City, no discipline may be issued after any missed deadline.

## 24.2 Investigations

24.2.1 If the employer decides to conduct an investigation, the employer shall submit a written notification of investigation to the affected employee no later than ten (10) CBDs after the employer knew or reasonably should have known of the act for which the investigation is being initiated. 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. The City shall inform

an employee if they are a target of the investigation 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.” 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 target. The union representative (“UR”) will be provided a copy of the Notice of Investigation, by the City or employee, when requested. Should a witness 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.

24.2.2 An employee disciplinary investigation shall normally not exceed forty-five calendar days from the date an employee receives a 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 employee's supervisor. The requests will be granted provided the supervisor shall not be required to provide information that might jeopardize the investigation process. If the investigation exceeds forty-five calendar days, the City may unilaterally extend the investigation up to an additional forty-five days by providing written notice to the employee from the employee's supervisor, or the supervisor's designee, no later than forty-five (45) days after the employee received the initial notice of investigation.

The City will inform targets and witnesses when an investigation is closed and no further action or discipline will be taken.

24.2.3 The City will have 20 CBDs to issue a Pre-Determination Notice, measured either from the end of the investigation period (45 to 90 calendar days, or another term agreed to by the parties), or from the date an employee is notified the investigation is complete if notice is issued. 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 contemplate a discipline of \_\_\_\_\_. This does not limit Management’s ability to recommend, or the Management’s ability to impose, discipline up to and including termination should the evidence warrant.”

24.2.4 The City will have 25 CBDs to issue a Notice of Final Action measured from the date the Pre-Determination Hearing was held. Unless an extension is agreed to by the Union and City, no discipline may be issued after any missed deadline.

## 25. GRIEVANCE and APPEAL PROCEDURES

### 25.1 Grievance Procedure

25.1.1 Nothing in this Agreement shall prevent any employee from instituting or

pursuing any grievance on the employee's own behalf or with the assistance of the Union, in accordance with the provisions of the Merit System Ordinance.

25.1.2 The aggrieved employee may have Union representation at any step in the grievance process. Grievant(s) and witnesses in grievances may, after approval from their supervisor be allowed reasonable time to participate in grievance hearings.

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

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

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

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

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

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

25.1.8 Step I: If an employee wishes to appeal a termination disciplinary action that is subject to the 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 termination disciplinary action, the employee shall appeal the disciplinary action in

writing and in accordance with the Merit System Ordinance no later than ten (10) City Business 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 termination disciplinary action shall appeal the disciplinary action by filing a written grievance no later than ten (10) City Business days after the employee received the written notice of disciplinary action.
- If the employee decides to use this Agreement's Grievance procedure to appeal the termination disciplinary action, the employee may not also use the Merit System Ordinance to appeal the action.
- If the employee utilizes the Merit Systems Ordinance appeal procedures, the employee may not use this Agreement's Grievance Procedure appeal procedures.
- Bargaining unit employees will not use the Grievance (Resolution) Committee (GRC) provision of the Merit System Ordinance. 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. The provision set forth herein shall not conflict with any state or federal law.

25.1.9 A grievance shall be defined as an alleged violation of a specific provision of this Agreement. Discipline grievances may be appealed in accordance with the City's Merit System Ordinance.

- A grievance shall be filed in writing with the employee's department director no later than ten (10) working days after the employee knew or reasonably should have known that a grievance has occurred.
- No later than ten (10) City Business days after the director receives the written grievance, the Department Director or designee shall set a meeting and meet with the grieving employee, the Union, and appropriate supervisory staff, but the failure to have this meeting will not void the grievance.
- The Department Director shall submit a written response to the Union as to the disposition of the grievance no later than ten (10) City Business Days after the close of the departmental grievance meeting. A copy will be sent to the Human Resources Officer.

## 25.2 Appeals

25.2.1 Step II: If an employee or the Union is not satisfied with the director's written disposition, or if the department director does not submit the director's decision within ten (10) City Business days' time limit set forth above, the Union may appeal the grievance to the Human Resources Director no later than ten (10) City Business days after the employee or Union received the written disposition or the deadline for the director to issue the disposition has expired, whichever comes first.

- The Human Resources Director shall meet with the grieving employee and the Union no later than fifteen (15) City Business days after the Human Resources Officer receives the appeal.

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

25.2.3 Step III: If the Union is not satisfied with the Human Resources Officer's written disposition, or if the Human Resources Officer does not submit the Officer's written decision within the Human Resources ten (10) City Business day time limit set forth above, the Union may appeal the grievance to the City's Labor-Management Relations Board or binding arbitration. If the Union selects the City Labor-Management Relations Board, the parties will thereafter comply with the Board's rules and procedures.

25.2.4 If the Union initiates arbitration proceedings, the grievance may be submitted by the Union only to final and binding arbitration within forty-five (45) working days after receipt of the written response by the Human Resources Officer, with the possibility of an extension in Section 24.

25.2.5 Within thirty (30) calendar days of the written demand for arbitration, the Union shall make a request for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) unless the parties by such time agree upon an arbitrator.

25.2.6 Within fifteen (15) City Business days after receipt of a list of arbitrators, the parties shall confer to select the arbitrator. The process shall be as follows:

- The Union and the City alternately eliminating names shall make the selection.
- The last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name.
- If either party fails or refuses to strike a name from the list, the other party may request that the FMCS unilaterally appoint an arbitrator to hear the matter.
- Once an arbitrator is either selected by the parties or appointed by the FMCS, the arbitrator shall have full jurisdiction.

25.2.7 The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case.

- The arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement, but may give appropriate interpretation or application to such terms and apply appropriate relief.
- The arbitrator shall not have authority to make an award which includes a fine or other punitive damages or an award of attorney's fees.
- Each party shall pay one-half (1/2) of the arbitrator's fees and expenses. The arbitrator's decision shall be final and binding upon the parties subject to the laws of the State of New Mexico.
- In arbitrations challenging a disciplinary action, the City shall have the initial burden of proof.

- If the Union initiates a suitable agreement before arbitration, and the City declines the offer, the City will pay the full cost of the arbitration if the City loses the case.
- If the arbitrator orders reinstatement of the employee, the arbitrator's back pay award shall be limited to pay and benefits for time lost less any compensation the employee earned after the termination.

25.2.8 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 to the extent set forth herein. During each year of this Agreement, the Union may use binding arbitration for a maximum of five (5) alleged contract violations and/or discipline related grievances other than terminations. Terminations are address under earlier provisions of Section 25 of this Procedure. Once the Union requests a panel of arbitrators, that action shall be counted as one arbitration for purposes set forth here.

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

## 26. EMPLOYEE REIMBURSEMENTS

### 26.1 Per Diem and Mileage Reimbursements

26.1.1 The Employer's current policies on per diem and mileage shall continue in effect for all M-Series bargaining unit employees.

26.1.2 Employees must submit their per diem documentation with payroll each pay period.

## 27. ELECTRONIC SURVEILLANCE

It is acknowledged by the parties that electronic surveillance of its employee(s) is a management prerogative. The electronic surveillance of its employee(s) may be used in disciplinary actions. When Electronic Surveillance is part of the day to day operation, the employee(s) will be informed. The utilization of Electronic Surveillance as part of an investigation does not require notice to the employee(s) being investigated.

## 28. EMPLOYEE ASSISTANCE PROGRAMS

### 28.1 Employee Assistance Program

28.1.1 The Employer shall continue to provide a confidential Employee Assistance Program (EAP) staffed with licensed professionals. The EAP service shall offer

professional assessment and short-term counseling and referral service to assist employees and their immediate family members. Employees may self-refer when they recognize a need for assistance provided the self-referral does not conflict with the Employer's Substance Abuse policy.

28.1.2 The Employer shall not take adverse action against any employee on the sole basis of the employee's participation in the program.

## 28.2 Critical Incident Stress Debriefing

28.2.1 The Employer shall provide employees critical incident stress debriefing (CISD) when job-related incidents occur that warrant this assistance. CISD will be provided in a manner that is consistent with Workers Compensation laws and regulations.

## 29. EMPLOYEE VEHICLE USAGE

29.1 It is acknowledged by the parties that there are positions within the bargaining unit that require employees as a condition of employment to use their vehicles and employees are paid for the use of their vehicles in accordance with Department or City policy.

29.2 At the discretion of the Department Director/designee, employees who utilize their personal vehicles for City business may be allowed to use a City vehicle while the employee's personal vehicle is being repaired.

## 30. FIREARMS

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

## 31. CITY PROVIDED EQUIPMENT and TOOLS

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. EMPLOYEE INCENTIVE PROGRAMS

### 32.1 Employee Recognition Program

32.1.1 The Employer may develop methods of rewarding employees through a reward, bonus, leave with pay, or any other form of award or extra compensation, in addition to the regular benefits entitled a classified employee, as long as all of the following conditions are met:

32.1.1.1 The award results from a pre-existing plan or program authorized by the Chief Administrative Officer which sets up a specific criteria for such extra compensation; and



32.1.1.2 Employees render service that is outside of and in addition to the normal requirements and expectations of their employment; and

32.1.1.3 The Employer reasonably anticipates some tangible or intangible benefit from such service.

32.1.2 At the discretion of the director, departments choosing to implement an employee incentive program shall present to the Chief Administrative Officer a specific plan for approval. These plans shall include, but not be limited to, the following:

32.1.2.1 The method of selection of awardees, including the composition of selection boards.

32.1.2.2 The criteria under which employees will be nominated as well as ultimately selected, as awardees.

32.1.2.3 The suggested frequency with which it is proposed these awards will be given.

32.1.2.4 The anticipated number of employees who will be honored at a given frequency.

32.1.2.5 The amount of leave with pay to be granted by the department.

32.1.2.6 The amount of cash award to be made available to awardees.

32.1.3 The amount of leave with pay and the amount of cash awarded may be up to three (3) days of paid leave and up to \$750 per employee. Programs may offer leave with pay or cash awards or both. Department directors, assistant directors, division and program heads, and others of similar rank are excluded from departmental incentive award programs.

32.1.4 Upon approval of a department's incentive program, the Chief Administrative Officer will recommend the amount of funds to be budgeted to the department for implementation of the program. Award of any funds beyond the budgeted amount will require the prior approval of the Chief Administrative Officer.

32.1.5 Department directors are responsible for administering these programs to enhance operational performance and productivity. This regulation does not govern programs sponsored by service clubs or similar service groups and pertains solely to the use of City funds as incentives for employees. Departments may grant each individual within a team or group an award based on the above amounts.

32.1.6 Failure to receive an award under this Section may not be grieved.

32.2 Sick Leave Incentive Program

32.2.1 Employees must have been employed with the Employer for six (6) consecutive months in order to participate in the sick leave incentive program as follows:

32.2.1.1 Employees utilizing zero (0) hours of sick leave for six (6) consecutive months will be awarded eight (8) hours of vacation leave.

32.2.1.2 Employees utilizing less than or equal to 12.5 percent of accrued sick leave over six (6) consecutive months will be awarded four (4) hours of vacation leave.

32.2.2 Part-time employees transferring to full-time positions within the specified six (6) consecutive month period will receive sick leave incentive as if they had been full-time employees for the entire six (6) month period.

32.2.3 Departments will review sick leave usage twice a year for the periods between July 1 through December 31 and between January 1 through June 30.

32.2.4 Employees on injury time are not eligible for incentive leave with the exception of light duty and FMLA.

32.2.5 Employees on suspension or administrative leave resulting from a disciplinary action that is sustained through administrative or judicial process will not be eligible for incentive leave.

32.2.6 Employees utilizing donated leave will not be eligible for incentive leave unless the donated leave was used for FMLA purposes.

32.2.7 Part-time employees working twenty (20) hours or more per week, if eligible, will receive incentive leave on a prorated basis.

32.2.8 This regulation shall be the only means of providing sick leave incentive for employees.

32.2.9 Employees categorized as temporary, seasonal, student, or part-time working fewer than twenty (20) hours per week are not eligible to participate in the sick leave incentive program.

### 33. EMPLOYEE PAYROLL DEDUCTIONS

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. FURLOUGHS, LAYOFF/ REDUCTION IN FORCE and RECALL

34.1 Furlough, Layoff and Reduction in Force Procedures

34.1.1 "Layoff" shall be defined as the involuntary separation of an employee from Employer service as a result of the abolishment of the position, program elimination, or lack of funds.

34.1.2 The Chief Administrative Officer (CAO) and the Director of Human Resources, or their designee, shall be responsible for approving all layoffs and offering transfers or placement offers to employees facing layoff. Prior to the implementation of a layoff or transfers resulting from reductions-in-force (RIF), the CAO, Human Resources Director or their designee shall meet with the Union to discuss the reason(s) for the RIFs, possible alternatives to a layoff including furloughs, the positions impacted by the RIFs, employees affected, transfer opportunities, and employees who will be laid off, if any. If the Human Resources Department determines that an employee should be transferred to a position for which a special certification or license is required, the employee shall be afforded the opportunity to obtain the required certification or license within a one (1) year period. If the employee does not meet this requirement within one (1) year, the employee shall revert to layoff status unless a vacancy is available in a job for which the employee qualifies.

34.1.3 Prior to the layoff of a classified non-probationary employee, probationary employees, temporary employees, seasonal employees, or students may be terminated.

34.1.4 An employee who is laid off as the result of reduction in force (RIF) shall be provided with at least thirty (30) days written notice prior to the effective date of the layoff.

34.1.5 When two (2) or more employees are in the same job code in the same department affected by the layoff, the layoff determination shall be made in the following order:

34.1.5.1 The employee with the shortest length of continuous uninterrupted service with the City;

34.1.5.2 If this is equal, the employee with the shortest length of continuous uninterrupted service with the department;

34.1.5.3 If this is equal, the employee with the shortest length of continuous uninterrupted service in the current job code;

34.1.5.4 If this is equal, the affected employees shall draw lots.

34.1.6 Laid off employees shall have two (2) years recall rights and placement preferences.

34.1.6.1 Laid off employees shall be returned to active service in order of seniority.

34.1.6.2 An employee who is returned to the same or different position but at the same grade as previously held will receive the same rate of pay the employee was receiving at the time of the layoff.

34.1.6.3 An employee who returns to a different position at a lower grade than that which the employee held at the time of the layoff will be placed at the same rate of pay or closest highest step of the lower grade not to exceed the maximum of the new grade.

34.1.6.4 An employee who returns to a position in a different pay plan from that which the employee held at the time of the layoff will be moved to the same or closest rate of pay within the new pay grade of the new pay plan not to exceed the maximum of the new grade.

34.1.6.5 An employee on a recall list will be removed from the list and terminated from employment: when the two (2) year recall period has ended without the employee being called back to work; when the employee has refused to accept an offer of employment with the Employer in a position in which the employee is qualified and for which the grade is the same or of comparable pay to that of the position held by the employee at the time of the employee's layoff; when the employee accepts another position with the Employer; or when the employee voluntarily resigns from employment.

## 35. RESIGNATION and RETIREMENT

### 35.1 Resignation

35.1.1 Resignation is the voluntary termination of employment, prior to retirement. City employees who wish to resign in good standing shall submit a letter to their immediate supervisor at least two (2) weeks before leaving employment. The letter shall include the date the resignation will become effective.

35.1.2 Written requests to rescind a resignation must be submitted directly to the applicable department director prior to the effective date of resignation. The department director has the authority to approve or disapprove the request. Disapproval is not grievable.

35.1.3 Employees who resign before they are eligible for retirement may request a refund of their PERA contributions by contacting the Human Resources Department, Insurance and Benefits Division.

### 35.2 Retirement

35.2.1 Early Retirement immediately prior to retirement from active service with the Employer: an employee may take leave with pay equivalent to the amount of sick and vacation leave the employee has accumulated. Employees who are eligible for retirement and are under the provisions of this Agreement will be governed by the provisions of this Agreement. Employees should plan to begin processing for retirement at least six (6) months prior to the projected date of retirement. Any employee eligible to retire within five (5) years may attend the retirement counseling sessions conducted by the Employer. The Employer will disseminate information regarding the session to employees on a periodic basis.

35.2.2 Employees in Early Retirement are not entitled to salary increases afforded other employees.

35.2.3 Employees in Early Retirement are entitled to all benefits except vacation and sick leave accruals, donated leave, and hardship leave.

## 36. RULES and REGULATIONS

Refer to section 0.3 of this Agreement.

## 37. PRIVATIZATION and CONTRACTING OUT

### 37.1 Contracting for Services

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

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

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

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

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

## 38. STRIKES and LOCKOUTS

Strikes as defined in the Labor Management Relations Ordinance are prohibited. The Employer agrees that it shall not engage in lockouts.

## 39. GENERAL ADMINISTRATIVE PROVISIONS

### 39.1 Non-Discrimination

39.1.1 The provisions of this Agreement shall be applied to all employees in compliance with applicable law and Employer 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 Employer's Labor-Management-Relations Ordinance.

### 39.2 Memoranda of Understanding (MOU)

39.2.1 The parties may execute Memoranda of Understanding (MOUs) during the term of this agreement. The parties agree that any and all past MOUs executed prior to this agreement are expired/null and void.

### 39.3 Complete Agreement

39.3.1 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 Employer's Labor-Management Relations Ordinance.

39.3.2 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 Employer's Labor-Management Relations Ordinance.

39.3.3 The parties agree that all issues subject to negotiations and consideration by the parties have been addressed during the negotiations leading to this Agreement. Neither party shall be required to negotiate on any matter during the term of this Agreement unless otherwise specifically mandated by another provision of this Agreement. This limitation shall apply to any matter, whether or not the issue is addressed in this Agreement.

39.3.4 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.

39.3.5 The Union will be allowed to provide input through the Office of Human Resources on all changes in policies, rules and handbooks.

### 39.4 Savings Clause


39.4.1 If any part of this Agreement is determined by the Employer's Labor-Management Relations Board or a court of competent jurisdiction to be in violation of law, that part of the Agreement shall be considered null and void. All other provisions of the Agreement shall remain in full force and effect. If either party wishes to re-negotiate the provision(s) determined to be in violation of law, that party shall notify the other party of its intent to re-open negotiations on that provision(s) only. The parties shall meet in good faith and in a timely manner to re-negotiate the provision(s).


#### 40. TERM OF AGREEMENT

40.1 Pursuant to Arbitrator Goldstein's Decision and the *Memorandum of Understanding Between the American Federation of State, County, and Municipal Employees, Local 3022 and the City of Albuquerque Regarding Implementation of November 30, 2021 Impasse Arbitration* (MOU), this agreement is effective on the first full pay period following January 9, 2022 shall remain in full force and effect through June 30, 2023. Each Party may open 2.1.1 to be effective in FY '23, consistent with applicable law.


IN WITNESS WHEREOF, the parties have entered their names and affixed the signatures of their authorized representatives on this 4<sup>th</sup> day of February, 2022.

CITY OF ALBUQUERQUE

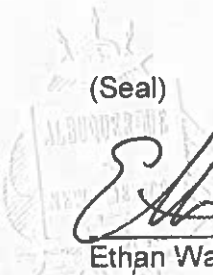
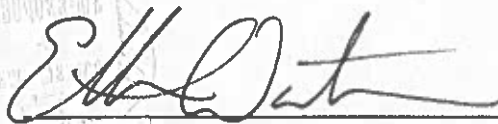
  
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Timothy M. Keller, Mayor  
City of Albuquerque

AFSCME  
  
\_\_\_\_\_  
Augustine Romero, President  
AFSCME Local 3022

Form Reviewed by Legal Department

  
\_\_\_\_\_  
Esteban Aguilar, Jr.  
City Attorney

(Seal)

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