



AGREEMENT

BETWEEN

CITY OF RIO RANCHO

AND THE

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 3277**

Term of Agreement

This agreement is to be effective March 25, 2024, and is to remain effective until and including June 30, 2028

CITY OF RIO RANCHO-AFSCME COLLECTIVE BARGAINING AGREEMENT

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AGREEMENT

Between

THE CITY OF RIO RANCHO

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 3277

AGREEMENT

THIS AGREEMENT is entered into this 15th day of March, 2024 between the City of Rio Rancho ("City") and the American Federation of State, County and Municipal Employees, Local 3277, AFL-CIO ("Union"), as representative of the employees in the City of Rio Rancho Bargaining Unit for and on behalf of all employees to whom it applies, pursuant to the Public Employee Bargaining Act (PEBA), effective beginning on the 25th day of March, 20 24 through the 30th day of June, 2028.

PREAMBLE

WHEREAS, City and Union recognize the mission, goals and obligations of the City of Rio Rancho as a provider of services to the citizens of the City of Rio Rancho through its employees, and that the best possible services and programs to the public should be provided consistent with available resources; and

WHEREAS, City and Union agree to uphold the wellbeing and care of the citizens of Rio Rancho and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of City Government; and

WHEREAS, City and Union recognize it is in the best interest of both Parties, the employees, and the public that all dealings between the Parties continue to be characterized by mutual responsibility, respect, and open communication; and

WHEREAS, the Parties agree that to ensure that this relationship continues and improves, City and Union, and their respective representatives at all levels, will apply the terms of the agreement in accord with its intent and meaning and consistent with Union's status as exclusive bargaining representative of all employees in the unit; and

WHEREAS, the Parties shall bring to the attention of all employees in the unit, including new hires: (1) their purpose to conduct themselves in a spirit of responsibility, respect, and open communication; and (2) the measures they have agreed upon to ensure adherence to this purpose; and

WHEREAS, the Parties acknowledge each Party's right to privileged communication that is not subject to release or inspection. The City and Union agree to exchange such information with respect to this Agreement as is mutually deemed essential for the furtherance of harmonious relations; and

WHEREAS, the purpose of this Agreement is to provide terms and conditions of employment for employees covered hereunder and a means of resolution of any and all differences of grievances which may arise under the provisions of the Agreement, all of which the parties hereto believe and affirm will ensure the welfare and benefit of the people of the City of Rio Rancho; and

WHEREAS, it is the intention of the Parties to this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, both Parties, who do agree as follows, enter into this Agreement in consideration of the mutual performance thereof in good faith.

ARTICLE 1 **RECOGNITION**

1.1 – Public Employee Bargaining Act

The Public Employee Bargaining Act (PEBA) was enacted to guarantee employees the right to organize and bargain collectively with the City, to protect the rights of the City, employees, and labor organizations, and to promote harmonious and cooperative relationships between the City and the employees; and to acknowledge the rights of the citizens to the orderly and uninterrupted delivery of services.

1.2 – Inclusions

The City hereby recognizes the American Federation of State, County and Municipal Employees, Local 3277, AFL-CIO, as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the recognized bargaining unit.

The bargaining unit for which this recognition is accorded is as defined in the certifications issued by the State of New Mexico, Public Employee Labor Relations Board (PELRB), on December 4, 1996.

This Agreement includes all full-time and part-time regular employees in the classifications and positions listed in Appendix A of this Agreement, except for those full-time and part-time employees excluded in Section 1.3 of this Article.

1.3 – Exclusions

This Agreement specifically excludes: (1) the supervisory, managerial, and confidential employment positions determined by PEBA; (2) such employment positions as the Parties shall agree to be excluded under this current Agreement; (3) seasonal employees, temporary employees, and term employees; and (4) part-time non-bargaining unit positions which work less than 20 hours per week.

The City recognizes the integrity of the certified bargaining unit, and will not use seasonal, temporary employees, and term employees for the purpose of eroding the bargaining unit. Appeals by the Union shall be submitted in accordance with the "Grievance" provisions of Article 14 of this Agreement beginning at Step III. Should the grievance be unable to be resolved with the City Manager, the matter may be appealed to the PELRB.

1.4 – Job Titles; Positions

New positions are approved by the Governing Body either through the budget process or budget amendment process. Existing job titles or positions may be revised or adjusted to accommodate the changes in the City's responsibilities and organization.

New Job Titles – When the City establishes a new job title to be included within the bargaining unit, the Union will be given advance notice in writing as soon as possible, but no later than when the City submits the job or position title to the City Manager for approval.

New Positions – When a position is added, and the job duties and title are the same or similar to an existing job title within the bargaining unit, the position will be automatically included within the bargaining unit, unless specifically excluded per Article 1.3. The City will notify the Union President/designee of the addition of the new position.

Confidential Positions – When a new position is created that is considered exempt from the bargaining unit, pursuant to Section 1.3., the Human Resources Department will give the Union President a copy of the job description and explanation of the position's purpose. The Union President shall comment and respond within ten (10) working days to Human Resources Department. Unsettled conflicts shall be resolved by the PELRB.

Revised Job Titles or Position Duties When Warranted – The Human Resources Department may conduct an evaluation of a job title or an individual position covered by this Agreement. This evaluation may be requested by a supervisor, division manager, or department director, or by the employee through his/her supervisor, division manager, or department director. If the evaluation deems the job title or position needs to be revised or re-classified, the Human Resources Department Manager shall notify the Union President, or upon written request, to the designee, in writing of the proposed changes. The Union President, or upon written request, to the designee, shall notify the Human Resources Department Manager, in writing within ten (10) working days of any comments it has concerning the proposed changes, or of its desire to discuss the proposed changes(s). Failure of the Union to notify the Human Resources Department Manager within this specified period shall constitute a clear and unmistakable waiver of the right to discuss the change. In addition, the affected employee shall be provided a written copy of the new job title and job description which includes position duties.

New or Revised Job Classifications – If the City revised existing classifications or establishes new classifications, City shall identify the employees covered by this agreement to be included in any new or altered job classification and identify the old job classification, if any, which in whole or in part is being replaced. City will also identify those revised or new classifications, which shall be included in the bargaining unit. The City shall notify the Union in writing, and the Union shall have ten (10) working days during which the Union can raise objections to the inclusion or exclusion of revised or new classifications in the bargaining unit. If Union raises objections, it shall do so in writing to the Human Resources Division. In addition, the affected employee shall be provided a written copy of the new job title and job description which includes position duties.

Disputes – If there is a dispute under 1.4. above the matter shall be referred to the Labor Management Committee (LMC) for review. Should the LMC be unable to resolve the dispute, the matter may be appealed to and resolved by the "Grievance" provision of this Agreement beginning at Step III within ten (10) working days of the LMC meeting. If the matter is not resolved with the City Manager, the matter may be appealed to the PELRB.

1.5 – Introductory Period/Probationary Employees

An employee who has never accrued seniority under the Agreement or predecessor agreements between the City and the Union shall be "Introductory Period/Probationary" status until he/she has satisfactorily completed six months of actual work. A bargaining unit employee that has separated employment in good standing and is rehired within 30 days to their previous position shall not re-serve their Introductory Period/Probationary status and shall be considered a bargaining unit employee upon rehire.

ARTICLE 2
EMPLOYEE RIGHTS AND RESPONSIBILITIES

2.1 – Union Membership

Employees in the AFSCME bargaining unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and/or assist an employee labor organization for the purpose of collective bargaining through representatives chosen by the employees without interference, restraint, or coercion. Regardless of membership status in Union: (1) employees have the right to refuse or to refrain from participating in or supporting any such activity or labor-organization; and (2) employees in the bargaining unit are entitled to representation by the Union in matters covered by this Agreement, if they request it.

2.2 – Disputes

An employee has the right and is encouraged to bring matters of personal concern directly to the attention of the immediate supervisor or other appropriate officials of the City. The exclusive representative, on behalf of an employee, has the right to raise a Prohibited Practices Complaint on any decision that violates the terms and conditions of this Agreement or of the Public Employee Bargaining Act (PEBA). An employee also has the right to choose his/her own representative in an appellate action at the employee's own expense.

2.3 – Informed Rights

It is the obligation of the City and the Union to inform employees relative to their rights under this Agreement. The City shall independently take such action consistent with laws or regulations, as it may require, in order to inform employees of their rights and obligations, as prescribed by law. When the City provides management classes on the contract, the Union shall be afforded the same opportunity on City time.

2.4 – Employee Conduct

While on duty, employees will conduct themselves in a courteous, and professional manner. Additionally, employees shall not engage in any activities that are in conflict with their responsibilities as City employees.

2.5 – Communication

Employees have the right to receive communication from both the City and Union concerning what is expected of employees in terms of their performance, conduct, and work relationships with co-workers, and to whom they are responsible.

2.6 – Meeting with Union Representative

Employees are not required to announce their intention to speak to a Union Representative if they are doing so before or after their scheduled work times, or on their break times. If a Union Representative is not available on site, and an employee wants to discuss an issue with his/her Union Representative during working hours, that employee may contact the Union Representative directly. In the event the discussion exceeds a minimal amount of time (*ex. five minutes*), the employee shall request and receive permission from his/her supervisor for a longer meeting, if it is necessary to meet during working hours. The scheduling of that meeting shall be allowed in a timely manner.

2.7 – Non-Discrimination

The City and the Union will not discriminate on the basis of race, color, creed, religion, sex, national origin, age, marital status, sexual orientation, gender identity, physical or mental disabling conditions, lawful political affiliation, or Union membership or non-membership.

2.8 – Accommodations for Employees with Disabilities

The City recognizes its responsibility for providing adequate facilities and reasonable accommodations for employees with physical or mental disabilities and to meet requirements as prescribed by law.

2.9 – Employee Counseling

Every employee has the right to be treated with common courtesy and consideration normal in employer-employee relations. All efforts will be made to communicate in a manner that is understandable to the employee. Employees shall be given warnings, be counseled, have performance reviews or similar meetings in a setting that protects confidentiality.

2.10 – Safe Working Conditions

All employees have the right to work in safe and healthful working conditions. All employees also have the responsibility to perform their duties in a safe and careful manner and shall follow all applicable law and the City's health and safety rules, regulations, and practices so as not to endanger themselves, their co-workers, or the public.

Without fear of discrimination, employees have the right to refuse to perform work if they believe in good faith that they are exposed to an imminent risk of death or bodily injury, and the employee has reason to believe that there is not sufficient time or opportunity to seek effective redress from the City or to apprise State of New Mexico Department of Occupational Health and Safety of the danger. "Good Faith" means that even if an imminent danger is not found to exist, the worker had reasonable grounds to believe it did exist.

Employees have the responsibility to appropriately correct and/or report violations of the City health and safety rules, regulations, and practices as soon as possible to the appropriate City representative. Whenever an employee reports a condition that the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated. The appropriate City representative shall reply to the concern, in writing, if the employee's concern is communicated in writing.

Employees also have the right to receive training in safe practices and hazards unique to the job assignment and to request and take part in making changes to workplace safety and health standards. The City will determine when and what training is necessary.

2.11 – Protection for Whistleblowers

No person shall discharge or in any manner discriminate against any employee because the employee has filed in good faith a complaint or instituted or caused to be instituted a proceeding under or related to the Occupational Health and Safety Act (OSHA) or has testified or is about to testify in any such proceeding or because of the good faith exercise by the employee on behalf of himself or others of any right afforded by the Occupational Health and Safety Act.

2.12 – Weingarten (Representation) Rights

The rights of unionized employees to have a Union representative present during investigatory interviews were announced by the U.S. Supreme Court in a 1975 case (*NLRB vs. Weingarten, Inc.*). Bargaining unit employees may be entitled to Union representation in meetings held in connection with an investigation. There are five conditions established by law for a "*Weingarten Meeting*". All five of the following conditions must be met before an employee is entitled to Union representation at an investigatory interview:

- The meeting is being conducted by one or more City representatives; and
- The City representatives are conducting an examination (asking questions) in connection with an investigation; and
- The employee is in the AFSCME bargaining unit; and
- The employee reasonably believes that the examination may result in disciplinary action; and
- The employee requests Union representation.

Once all five conditions have been met, management can either stop questioning until the representative arrives; or call off the interview.

During the questioning, the representative can interrupt to clarify a question or to object to confusing or intimidating tactics. While the interview is in progress the representative cannot tell the employee what to say but may advise him/her on how to answer a question. At the end of the interview the Union representative can add information to support the employee's case.

An employee who has a question about the purpose of a meeting is encouraged to ask the City representative of the purpose for the meeting. Employees who have questions about their right to representation are encouraged to contact a Union representative or a Human Resources Department representative.

2.13 – Loudermill Rights

A 1985 U.S. Supreme Court decision, *Cleveland Board of Education v. Loudermill*, established what are called "*Loudermill Rights*" for public employees. *Loudermill Rights* apply to incidents of involuntary suspensions or termination and provide that employees are entitled to a hearing before they are discharged. The principles of *Loudermill* are:

- Prior to being suspended or terminated, "the . . . tenured (regular) public employee is entitled to oral or written notice of the charges against him/her, an explanation of the employer's evidence, and an opportunity to present his/her side of the story."
- The "hearing" is not a full evidentiary hearing and need not include the opportunity to cross-examine your accusers.
- The City has an obligation to inform the employee of his/her *Loudermill Rights*.
- The employee has the right to speak or not to speak at the *Loudermill* (or "pre-termination") hearing. Also, the employee has a right to Union representation, and the Union representative may speak on behalf of the employee.
- If the employee chooses not to attend the *Loudermill* (or "pre-termination") hearing, City may proceed with termination.
- An employee deprived of his/her *Loudermill Rights* is not entitled to reinstatement if City can prove that there was just cause for the discharge in any case.

Employees who have questions about their *Loudermill Rights* are encouraged to contact a Union representative or the Human Resources Department.

2.14 – Garrity Rights

In the 1967 case of *Garrity v. New Jersey*, the U.S. Supreme Court determined that public employees could not be forced, under clear threat of discipline, to violate the principles of self-incrimination. This decision established what have come to be called "Garrity Rights" for public employees. The *Garrity* rule is similar to *Miranda* rights for citizens. However, the burden is on the employee to assert his/her *Garrity* Rights. These rights can and should be asserted whenever an employee believes he or she is being investigated for possible criminal conduct, and an employee cannot be required to sign a *waiver* of their *Garrity* Rights. Once an employee has asserted his/her *Garrity* Rights, management must:

- Give a direct order to answer the question;
- Make the question specific, directly and narrowly related to the employee's duty or fitness for duty;
- Advise the employee that the answers will not and cannot be used against him/her in a criminal proceeding, nor the fruits of those proceedings; and
- Allow Union representation if the employee also asserts his/her Weingarten Rights.

Employees who have questions about their *Garrity* Rights are encouraged to contact a Union representative or the Human Resources Department.

ARTICLE 3
EMPLOYER RIGHTS AND RESPONSIBILITIES

Except as specifically restricted by an express provision of this Agreement or other statutory provision, the City retains and may exercise all statutory and inherent management rights, prerogatives, and functions in its exclusive discretion, including, but not limited to:

3.1 – Operation of the City

The City has the right to plan, manage, and control City operations and in all respects carry out the ordinary and customary functions of management, including but not limited to:

- Maintain the efficiency of government operations entrusted to it by law;
- Determine the mission of City government;
- Determine the resources to be allocated to accomplish the mission and goals of the respective City Departments as units of City government;
- Determine methods, means, and personnel by which the operations of the City's Departments are to be operated and conducted;
- Determine the number of employees with Union recommendations;
- Determine qualifications for employment and the nature and content of personnel examinations;
- Take actions as may be necessary to carry out the mission of the City in emergencies;
- Control and regulate all equipment and other property of the City;
- Act in furtherance of all other duties and responsibilities imposed upon it by the Constitution, federal and state statutes, ordinances, and administrative regulations;
- Determine the location and operation of the City's facilities;
- Insure the maintenance of uninterrupted service to the community; and
- Take all such actions necessary to maintain such service.

3.2 – Hiring, Directing, Promoting, Transferring, Demoting, Suspending, Disciplining, Discharging And Terminating

The rights and responsibilities to maintain the discipline and the efficiency of all employees are all vested solely and exclusively in the City, except as these rights and responsibilities may be expressly abridged or modified by other terms of this Agreement. These rights and responsibilities shall include but not be limited to: hiring, suspending, discharging, or disciplining employees for just cause; transferring employees to other positions, departments, or facilities; and relieving employees from duty; as well as:

- Direct employees and establish and enforce reasonable rules and regulations governing the conduct and safety of its employees;
- Establish schedules and take such other actions necessary to carry out the functions entrusted to, or imposed upon, the City and the City's Departments by law;
- Determine qualifications for, select and hire, promote, transfer, assign, and retain employees in positions;
-
- Evaluate, test, and provide for the examination of employees and applicants for employment by qualified professionals to determine their fitness and suitability for duty and employment, consistent with the provisions in this Agreement addressing Employee Testing, and the Employee Assistance Program; and
- Determine and implement all procedures and standards not otherwise restricted, limited, or prohibited by the specific provisions of this Agreement.

In the event that the City is considering terminating or suspending an employee, the City agrees to provide the employee with "*Loudermill* Rights" as prescribed by law, and as defined in Article 2 of this Agreement; which provide that for incidents of involuntary termination or suspension, employees are entitled to a hearing before they are discharged.

3.3 – Retention of Rights

It is further agreed there may be additional employer rights and responsibilities that have not been addressed in this Agreement. Further, the City's exercise of, or failure to exercise any right, responsibility, or function hereby reserved to it, shall not be considered a waiver of the City's right to exercise such right, responsibility, or function, nor preclude it from exercising the same when not in conflict with the express provisions of this Agreement.

3.4 – Communication

The City has the responsibility to communicate what is expected of employees in terms of their performance, conduct, and work relationships with co-workers, and to whom they are responsible.

3.5 – Safe Conditions

The City has the responsibility to provide all employees safe and healthful working conditions, training in safe practices, and awareness of hazards unique to the job assignment.

ARTICLE 4
UNION RIGHTS AND RESPONSIBILITIES

4.1 – Union Rights

The City acknowledges that the Union is free to conduct its affairs and business in a manner, which the Union believes to be in its own interest, subject to the provisions of this Agreement.

The City shall not interfere with the internal affairs of the Union, nor with its officials or representatives in the conduct of Union's internal business affairs and other matters not involving collective bargaining subject to other provisions herein.

In accordance with the Public Employee Bargaining Act (PEBA), employees may form, join or assist the Union for the purpose of collective bargaining through representation chosen by employees without interference, restraint or coercion from the City or the Union.

In accordance with the provisions of this Agreement, the Union shall have the exclusive right to elect or appoint Union staff, officials, and/or stewards in order to assure that the employees of the bargaining unit have Union representation.

In accordance with the provisions of this Agreement, the City agrees that Union staff, officials and/or stewards have the right to reasonable access to the employees and meeting facilities at a work site, with reasonable notice to the supervisor.

4.2 – Union Representatives

Designation of Union Representatives. The President of AFSCME Local 3277 shall promptly furnish in writing to the City Manager or his/her designee a complete list of Union representatives, including Union officials, the Executive Board, and stewards and any changes regarding these. The City shall not recognize any person as a Union representative, official, member of the Executive Board, or steward whose name does not appear on the list. The Union will ensure representation for the various classes of employees it represents. The Executive Board consists of the President, Vice President, Treasurer, Recording Secretary, three at-large members, (all of whom are voting members of the Board) and two Trustees (who are not voting members of the Board).

Number and Location of Union Representatives. The Union will provide a list of Union representatives to the Human Resources Director if changes occur, or quarterly. The number and location of stewards may be altered from time to time by the Union's Executive Board based on the changing makeup and composition of the City's work force.

The City agrees to recognize an alternate steward who will serve in the absence of the regular steward. The alternate steward will serve whenever the regular steward is not available within the period of time in which a grievance has to be filed as provided for in Article 14. The alternate steward may also serve to represent a regular steward in processing a grievance on his/her own behalf. In the absence of a recognized steward and the alternate steward, any member of the Executive Board shall be recognized by the City to serve as steward.

Steward/Union Representation in a Grievance and/or Union Business. It is understood and agreed that employee(s) functioning as Union Representative(s) have City work to perform and will not leave their work site during work hours until requesting and receiving written authorization from their supervisor or his/her written designee(s), and only after confirming there is official Union business to be performed. The request for such time shall include the location of the meeting and the approximate amount of time they will be away from City business. Such authorization shall not be unreasonably withheld.

Union assumes the responsibility to assure the above-mentioned persons do not abuse the time required to conduct such business. The Union shall assume the responsibility for rescheduling meetings held to conduct such business, if necessary. The City may advise a member of the Executive Board if the City perceives an abuse of time is occurring.

Exclusive of time spent in Labor Management Committee meetings, negotiations, and/or in collective bargaining, the President and all other Union officials shall be allowed up to six hundred twenty-four (624) cumulative hours per fiscal year outside of their normal work schedule to attend to Union matters. Additionally, no member of the Union may spend more than four (4) hours per week outside of their normal work schedule to attend to Union matters, with the exception of the President who may use no more than six (6) hours. Such time shall be recorded as Administrative-Union Leave on time sheets and subsequently in the payroll system. This time shall not accumulate. Administrative-Union Leave must be requested in writing (email will suffice) by the Union Official/ steward and pre-approved in writing by their respective supervisor. The request for such time shall include the location of the meeting and the approximate amount of time they will be away from City business. Such authorization shall not be unreasonably withheld.

Including the hours allotted above and including time spent in negotiations and or in collective bargaining, for any meeting called or agreed to by the City with respect to business matters in connection with the relations between the City and the Union, at which any representative of the Union is required by the City to be present, such Union representative shall be paid at his or her appropriate rate of pay for the period of such meeting. Such time shall be considered hours worked for purposes of calculating overtime compensation, provided employee qualified for overtime compensation.

A steward shall not be allowed time off with pay to investigate his own grievance.

4.3 – Union Representative Access

Employees are not required to announce their intention to speak to a Union Representative if they are doing so before or after their scheduled work times, or on their break times. If a Union Representative is not available on site, and an employee wants to discuss an issue with his/her Union Representative during working hours, that employee may contact the Union Representative directly. In the event the discussion exceeds a minimal amount of time (*ex. five minutes*), the employee shall request and receive permission from his/her supervisor for a longer meeting, if it is necessary to meet during working hours. The scheduling of that meeting shall be allowed in a timely manner.

The City shall allow Union representatives, within twenty-four (24) hours of a request, to visit City facilities for the purpose of administering the provisions of this Agreement at such times and places which do not interfere with the operations of the City. A Union representative may enter City premises to attend meetings at the appropriate stages of a grievance procedure set forth in Article 14 of this Agreement and such other meetings as may be scheduled between Union representatives and the City Manager, the Human Resources Department Manager, or other City Manager's designees.

The City agrees that Union staff, officials and/or stewards have the right to reasonable access to the employees and meeting facilities at a work site, with reasonable prior notice to the supervisor. Union staff, officials and/or stewards shall notify the employee's Department Director, Division Manager or his/her written designee(s), upon arrival at a work site, of their presence.

Union staff, officials, and/or stewards shall be allowed to call employees at their work sites before or after regular working hours, during lunch hours, or during break periods.

Employees shall be granted approval from the City's supervisors to call Union staff, officials, and/or stewards regarding administration of this Agreement and arrange for meetings at the work site during break periods.

At the request of a Union official and/or steward, the City's supervisors will agree to release the employee for a reasonable amount of time from the employee's work duties in order to meet privately with Union staff provided that such meetings do not interfere with the operations of the City. Requests shall not be unreasonably denied. The City will take into consideration the possibility of emergency required meetings and Union will make every attempt to follow prior supervisory notification by chain of command.

Union staff, officials and/or stewards shall have the right to communicate with the employees during working hours at the City's work sites provided that such communication does not interfere with the operations of the City. Union staff, officials and/or stewards have the City's approval to distribute Union literature before work, during breaks, meal times, and after work. The Union agrees that there shall be no solicitation for membership in the Union, signing up of members, collection of any fees, dues or assessments, general membership meetings, or other general membership business activities of the Union on the City's time.

If any area of the City's premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee and shall be to investigate an employee's grievance.

New Employee Orientation.

On the new employee's first day at work, the new employee will report to Human Resources. This will include an explanation of the benefits available to employees and the completion of the necessary employment forms. Within the first thirty (30) work days of the new employee's employment, an official orientation session is conducted. If the new employee represents a potential member of the bargaining unit, the Union Agreement shall be given to the new employee and a Union official or steward shall meet with the new employee and be afforded at least thirty (30) minutes to review this Agreement and answer any questions. The Human Resources Division shall make readily available a conference room for such meeting, which may be held in a group format.

The new employee's supervisor will introduce the new employee to co-workers, to acquaint the new employee with the physical environment of the work area, review any technical or departmental rules if applicable, explain the employee's duties and standards of performance, and provide training in safety practices, including hazardous materials.

Employee Re-orientation. In the event of a bargaining unit employee's transfer, promotion or reclassification, which requires the Human Resources Department to provide new information to the employee, and the employee remains in the bargaining unit, the Union Agreement shall be given to the promoted/transferred employee and a Union official or steward shall meet with the promoted/transferred employee and be afforded up to thirty (30) minutes to review this Agreement and answer any questions.

4.4 – Distribution of Union Literature

Bulletin Boards. The Union may post, on existing bulletin boards provided by the City for the posting of notices by individual employees. Such notices shall be dated and bear the signature of an authorized Union representative and the Human Resources Department Manager or his/her designee. The signature of an authorized Union representative and/or the Human Resources Department Manager or his/her designee does not imply endorsement of the material posted. Where bulletin boards are not available, the City agrees to provide wall space

for Union-purchased bulletin boards. Materials posted on these bulletin boards shall comply with all applicable laws, rules and/or regulations. Union bulletin boards may be used for several purposes, including but not limited to the following notices, as long as the notice is in compliance with the provisions stated above:

- Listing of the current Union executive board and stewards;
- Recreational and social affairs of Union;
- Union meetings;
- Union elections;
- Reports of Union committees;
- Union benefit programs;
- Current Union contract;
- Training and educational opportunities;
- Decisions reached through Labor Management Committee Meetings;
- Notices of wage increases for covered employees.

City Electronic Communication Systems. The Union may use City e-mail, facsimile (FAX) and internal telephone services for the purpose of furthering labor relations and collective bargaining with the City and for the administration of this Agreement, as long as such use does not interfere with the efficiency, safety and security of City operations. Union's Executive Board and Labor Management Committee shall have access to the Internet, subject to the City's Internet and e-mail policies as are all City employees.

Copy Services. The Union shall be allowed to use City copy machines within reasonable limits, to reproduce official materials directly related to the administration of this Agreement, including official business conducted by the Labor Management Committee, and work done as a part of collective bargaining negotiations. The Union shall continue its practice of providing the City with paper in order to help defray the cost of copying.

The Union also may use City-designated copying services to conduct Union-specific business on the same basis as other City Departments, at a rate determined annually by the Finance Department to recover actual cost (\$.05 per copy at the date of this Agreement), as long as such use is during approved union hours allowed under this agreement, breaks or other non-working hours and does not interfere with the efficiency, safety and security of City operations.

Mail Services. The Union shall be allowed to use the internal City mail services within reasonable limits, to distribute official materials directly related to the administration of this Agreement, including official business conducted by the Labor Management Committee, and work done as a part of collective bargaining negotiations.

Outside, inter-departmental and mail from the Human Resource Department marked personal or confidential, addressed to bargaining unit members shall be treated as confidential and shall not be opened by other office personnel or by any bargaining unit member other than to whom the mail is addressed.

Printing of Agreement. The City shall:

- Post, with index, the entire text of this Agreement on the City's Intranet.

4.5 – Union Business Leave

Union Conventions and Seminars. An employee or employees designated by the Union to attend Union-sponsored or Union-related conventions and seminars shall be granted leave without pay (or may use accrued vacation leave) for scheduled work hours lost for such purposes; provided that the total leave granted under this Section for all employees shall not

exceed three-hundred sixty (360) hours per calendar year. For leaves of absence of five (5) days or more, the Union must notify the City in writing, at least ten (10) work days in advance of such seminar or convention, of the name(s) of the employee(s) designated to attend the seminar or convention, and the dates of their absence. Shorter absences require advance notice of five (5) workdays. The City may waive all time notifications. The City may refuse to grant leave under this Section if, in the judgment of the City, the fact of employees being on leave would adversely impact the operations of the City or a given Department within the City.

Union Office. An employee designated by the Union's Council or International organization to serve as a full-time officer or employee of the Union's Council or International organization shall be granted leave without pay for a period not to exceed three hundred sixty-five (365) calendar days. Such leave may not be renewed except upon the mutual written agreement of the City and the Union. An employee's seniority shall not be broken during such leave. An employee shall not accrue vacation or sick leave while on such leave. Human Resources shall determine eligibility for continuation of benefits such as PERA contributions or health insurance in accordance with applicable state and federal laws and governing contracts. The City shall return employees who have taken leave without pay under this Section for up to three hundred sixty-five (365) calendar days to their former position, status and pay, including general wages increases paid to employees of the bargaining unit during the leave without pay period. The City reserves the right to hire a temporary employee for the full term of leave granted an employee under this Section.

4.6 – Retention of Rights

It is further agreed there may be additional Union rights and responsibilities that have not been addressed in this Agreement. Further, the Union's exercise of, or failure to exercise any right, responsibility, or function hereby reserved to it, shall not be considered a waiver of Unions right to exercise such right, responsibility, or function, nor preclude it from exercising the same when not in conflict with the express provisions of this Agreement. The parties agree that this Article does not waive the City's or Union's PEBA bargaining rights.

ARTICLE 5
LABOR MANAGEMENT COMMUNICATIONS

5.1 – Labor Management Committee

The City agrees that all collective bargaining is to be conducted with Union representatives designated for that purpose by the Union President and/or Executive Board. The Union agrees that all collective bargaining is to be conducted with City representatives designated for that purpose by the City Manager. There shall be no negotiation by either party at any other level of City government.

In order to promote effective labor-management relations and to promote the purpose set out in the Preamble of this Agreement, parties will meet quarterly to discuss issues related to the administration of this Agreement to include, but not be limited to, (1) exchange of information that will help the other party in the fulfillment of its legal and contractual duty, (2) an attempt to resolve mutual problems in the spirit of cooperation and 3) drafting and approval of Memos of Understanding providing written resolution to those mutual problems.

Establishment. The parties shall maintain a Labor Management Committee (hereinafter referred to as the “LMC”), which is a standing committee, comprised of 3 representatives from management and 3 representatives from the Union. Either party may adjust the composition of their representatives on the LMC. The Union President and/or Executive Board will designate the Union’s LMC representatives. The City Manager will designate the City’s LMC representatives.

Meetings. Scheduled meetings will be held in order that a free exchange of information may occur. In the event of a matter requiring prompt attention, either party may request additional meetings, to include other Management and/or Union officials as appropriate. The LMC shall meet at least quarterly at regularly scheduled, mutually agreed upon time and place. Meetings will not be called to order without a quorum of each team present. All members shall be on paid administrative status.

Topics for Discussion. An advance agenda is required. When practicable, written agendas and supporting documentation will be provided seven (7) days in advance of the meeting to allow LMC members time to prepare for discussion and action. The LMC shall be free to address, without restriction, any topic of mutual interest or concern, which affects any working condition of a bargaining unit employee. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed other than set forth above, neither the discussions, nor the outcome thereof shall be considered or treated as constituting a binding agreement between the parties unless reduced to writing, specifically identified in the body thereof as constituting such agreement, and signed and dated respectfully by the authorized representatives of the parties, with copies furnished to the authorized representatives.

5.2 – Information Exchange

It is understood by the parties that inaccurate information, incomplete information or the failure to exchange information is one of the major causes of breakdowns in the labor-management relationship. In the interest of preventing misunderstandings stemming from such lapses in communications the Parties agree to furnish information as follows:

The City shall:

- Make available for copying and/or inspection copies of City policies and data that is not confidential under PEBA and/or attorney-client privileged information and applicable and relevant to bargaining unit employees;
- Upon written request allow the Union access to City and Departmental policies, at reasonable times and places; and

- Inform the Union of changes in organizational structure affecting the bargaining unit within five (5) workdays in advance of the effective date.

The Union shall:

- Inform and provide a copy to the City of major changes in its organization, or policies within five (5) workdays in advance of the effective date; and
- Provide the City with a current list of Union Officers, trustees, representatives, and stewards. Such list shall describe the authority possessed by each individual, and shall be updated within five (5) workdays of any such change.

The Parties agree to communicate only through the appropriate officials as designated by the City (City Manager, Department Directors, Division Managers, or their designees) and the Union respectively.

5.3 – Notice of Change in Work Rules

When Management determines it is necessary or advisable to change, modify or replace existing rules or policies that are applicable to bargaining unit employees, Management shall so advise the Union and provide the Union with a copy of the proposed change, modification, or replacement document, as appropriate, at least fifteen (15) workdays prior to the proposed effective date thereof or at the next regularly scheduled LMC meeting. Thereupon the parties shall meet and confer, if requested by the Union within ten (10) workdays or receipt of notification, regarding the proposed changes as well as any suggestions proposed by the Union. Management may consider the suggestions or proposals advanced by the Union, and may accept or reject all or any portion thereof. This provision does not contemplate that the City shall be required to engage in collective bargaining regarding such change, modification or replacement.

In the event the Union Executive Board fails to respond to such notification as provided above, Management shall have no further obligation to meet or confer with the LMC regarding the proposed change, modification, or replacement.

In the event Management and Union mutually agree to change, modify, or replace existing rules or policies that are applicable to bargaining unit employees, the change, modification or replacement need not be subject to the notice requirements set forth above.

5.4 – Public Records

The City shall promptly furnish the Union upon written request, copies of documents and records which come within the definition of public records in accordance with the New Mexico Inspection of Public Records Act. It is understood that it may be necessary to charge the Union in advance for the actual cost of such copies.

ARTICLE 6
PERSONNEL FILES AND RECORDS

6.1 – Official Documents

The City shall maintain records relative to each employee's employment and performance, including but not limited to: hiring, promotion, accomplishments and awards, training, benefits, disciplinary actions, complaints, or other matters relative to the status of an employee. The records shall be collectively referred to as the Personnel file. The personnel files and records maintained by Human Resources shall be the official documents for legal reference purposes and shall be maintained to insure confidentiality as legally required. It is expressly understood that this Article applies only to the official personnel records and files maintained by the Human Resources Department. All personnel files and records are the property of the City.

Placement of Documents in Personnel File. All documentation shall be stamp-dated before inclusion in the Personnel file. The Human Resources Department shall identify any material placed in an employee's file as to its source or originator and its date of receipt. No anonymous material shall become a part of an employee's personnel file.

Privacy Rights and Security. In collecting, maintaining, and disclosing personnel information, the City makes every effort to protect employees' privacy rights and prevent inappropriate disclosures of information from any employee's file. While complying with its governmental reporting and record keeping requirements, the City strives to ensure that it handles all personal and job-related information about employees in a secure, confidential and appropriate fashion.

6.2 – Disclosure of Public Information

As employees working in the public sector, our employment status is a matter of public record. As a matter of public record, the Human Resources Department may disclose information allowed under the New Mexico Inspection of Public Records Act.

6.3 – Employee Inspection of Records

An employee, or his/her designee as authorized in writing by the employee, shall be permitted to inspect his/her own file.

Copies of Documents. The employee or a steward/ representative authorized by the employee in writing, may receive copies of documents or request a copy of the employee's personnel file. A charge may be assessed for providing the copies.

6.4 – Confidentiality

Access to any existing employee personnel files shall be given in accordance with the provisions of the New Mexico Inspection of Public Records Act. An employee's personnel file shall be confidential, except as provided by law, with the following exceptions for allowable access:

- The employee or the employee's direct supervisory line of authority;
- Information needed for the process of responding to or investigating complaints of discrimination or illegal workplace harassment;
- A Department Director or his/her designee as part of the hiring/transfer process; and
- Those employees authorized by the City Manager or the Human Resources Department Manager and who have a legitimate interest.

Personnel File Confidential Section. Certain records shall be maintained in a separate confidential section of the employee's personnel file, and are not a part of the Employee's general personnel file. Information records in this section are available only on a restricted access, need to know basis, subject to the confidentiality provisions of the New Mexico Inspection of Public Records Act. These records include but are not limited to written records of disciplinary actions, records of criminal or civil convictions, documents relating to credit reports or background checks, benefits, and garnishments or liens.

Confidential Medical Records. To insure strict confidentiality, medical reports and records made or obtained by the Employer relating to an employee are not contained in nor released in conjunction with, the employee's personnel file. Medical records are retained in a confidential file, physically separate in a secured file cabinet per the Americans with Disabilities Act and the Family and Medical Leave Act. Only authorized representatives of the Employer, the employee, and Union Representatives authorized by the employee in writing, shall possess or have access to such employee medical reports or records, including records prepared by a private physician, rehabilitation facility, or other resource for professional medical assistance.

Access to an employee's medical file and any medical-related information is restricted to the employee and the Human Resources Department Manager or his or her designee. Supervisors generally may not be provided with medical information about employees. A supervisor is entitled to know any necessary restrictions on an employee's duties and information necessary to make reasonable accommodations.

This provision shall not prohibit the City from placing information in the employee's medical file which reflects Employer-initiated correspondence with a medical practitioner, or the employee, regarding diagnoses, prognoses, and fitness for employment, or absences from work associated therewith, nor from placing copies of records and reports containing conclusions by the City concerning the employee's fitness for duty based upon proper medical records and reports. This file may be reviewed by the employee in the same fashion as the personnel file.

The City shall not be prohibited from furnishing or otherwise releasing medical records or reports pertinent to the grievance made or obtained by the City where such release is specifically required to process a grievance which involves the use or interpretation of such reports or records by the City, to a legal action or arbitration, or to a complaint or claim filed with a government agency by an employee.

6.5 – Documentation of Disciplinary Actions

No material within City control, which contains adverse personnel actions or comments, shall be placed in an employee's personnel file without (a) the employee's signature acknowledging receipt, or (b) the employee being informed thereof.

Removal or Sealing of Disciplinary Documents. Written documentation letters of reprimand, suspension, or disciplinary demotion shall be eligible to be considered for removal from, or being placed within a sealed envelope within, the confidential section of an employee's official personnel file upon written request of the employee, provided that no other similar disciplinary action has occurred within one (1) year of the date of the original letter or official document, and subject to the provisions below. The removal or sealing of the document is at the sole discretion of the City Manager after seeking input from the Human Resources Department Manager and the Union President.

After three (3) years from the date a corrective action (written warning or reprimand) is placed in an employee's personnel file, the corrective action shall be expunged from the personnel file upon notification from the employee.

Rebuttal to Disciplinary Documents. Employees may submit written rebuttal to any material placed in their records, and may request to have removed, any material that is demonstrated and documented by the employee to be unwarranted, inaccurate, irrelevant, untimely, and/or incomplete.

Retention of Certain Discipline Records. The parties agree that with sound justification certain matters which are the subject of a written letter of warning or reprimand, notice of suspension or demotions shall not be removed from an employee's personnel file. These matters are ones involving health and safety issues, illegal workplace harassment and discrimination, criminal matters or where a degree of harm to the City, employees or Departments has occurred. This material shall be kept on a strict confidential, "need to know" basis, and with proper language regarding confidentiality for purposes of the New Mexico Inspection of Public Records Act process.

ARTICLE 7 **UNION SECURITY**

7.1 – Deductions

During the life of this Agreement and upon receipt of a voluntary authorization for dues deduction card, the City will deduct each pay period, from the pay of each employee who has executed an authorization card, membership dues levied by the Union. Such dues are limited to membership amounts and shall not include fees, fines, assessments, political contributions, or any other contributions. The amount of the membership dues may only be changed once annually by written notice from the Union during the month of December of each year to be effectuated no later than March. The Union will provide dues deduction cards and a copy of the authorization card to the Human Resources Department. All money deducted from wages under this Article shall be remitted to AFSCME Council 18 promptly after the payday covering the pay period of deduction. The Union shall certify to the City, in writing, by a duly authorized officer, the amount per pay period to be deducted for the Union membership dues and other optional Union payroll deductions.

7.2 – Insufficient Earnings

If the City determines that an employee has net pay less than or equal to the amount of the Union dues payable, no payroll deduction will be made for that employee for that pay period. The City shall notify the Union of this situation.

7.3 – Termination of Deduction

Only a letter submitted by the employee during the first ten (10) days of June and acknowledged by Union President's signature will allow termination of Union membership dues.

All Union dues deductions shall be terminated when an employee is transferred out of the bargaining unit or is separated from the City.

7.4 – Indemnification

The Union shall defend and indemnify the City and hold harmless from, for and against any and all claims, losses, litigation, costs, expenses, and liabilities of any kind and nature, arising from or relating to any act or omission of the Union regarding the determination, audit, and/or notice(s) of matters in contravention of this Article or applicable law.

ARTICLE 8
FILLING OF VACANCIES

8.1 – Filling of Vacancies

The City wishes to hire qualified candidates to fill vacant positions, based on the merit and fitness of applicants. Toward this goal of selecting qualified applicants for each vacancy, it is the City's intent to promote and hire from within the ranks of City employees. The City and the Union agree that promotions, transfers, and other filling of vacancies provide important career mobility within the system for employees. The parties agree that the provisions of this Article will be followed when making such selections to fill vacant positions.

- A. Appropriate Placement- Employees entering a bargaining unit classification shall normally be paid at the minimum of the salary range in which the classification has been placed. When a candidate has exceptional qualifications, such as (1) relevant education and experience which pertains to the job compared to the current minimum and preferred qualifications contained in job description; and/or (2) equal or more years of experience compared to that of the current incumbent in the same classification, it may justify paying the employee between the minimum and the midpoint of that classification, ensuring internal equity.
- B. Promotions- Current employees in a classified position who promote into another bargaining unit classification that is a higher pay grade shall receive a five (5) percent increase to their base rate of pay or the minimum of the salary range for the new classification, whichever is greater. In the situation in which a current employee promoting into a higher bargaining unit classification has exceptional qualifications, their experience with the City which is relevant to the minimum qualifications of the classification may be taken into consideration and may justify pay between the minimum and the midpoint of the new classification.

8.2 – Posting of Vacancies

When a vacant or new classified City position occurs, the Human Resources Department shall post a notice on the Intranet of such opening. Each department with limited computer access shall distribute or post copies of job vacancy postings for all open classified positions within their own departments and off site work locations. Job vacancies for all open positions shall be posted and remain posted for at least five (5) working days for in-house applicants only. The posting shall contain information to include the classification of the position, the testing requirement for applicants if any, the minimum qualifications for the position, the preferred qualifications for the position, the minimum starting pay of the position, the location where applications are to be filed, the opening and closing date, the general job duties, the working conditions, and FLSA status.

8.3 – Application and Screening Process

Employees are encouraged to apply for positions in which they are interested and for which they are qualified. Employees and outside applicants will be screened and evaluated based on criteria related to the job including but not limited to the following:

1. Qualifications;
2. Education;
3. Licensure, Certification, and Training;
4. Experience;
5. Knowledge and Skills; and
6. Test results

Bargaining unit employees interested in applying for any vacant or new City position must complete and submit an application to the Human Resources Department.

Bargaining Unit Position Vacancy. With respect to vacant positions within the bargaining unit, the City shall first review the applications of qualified bargaining unit employees seeking another position with the City. All bargaining unit employee applicants who meet the posted minimum qualifications of the bargaining unit position shall be interviewed before outside applicants are interviewed. If the reviewing supervisor determines that the in-house applicant pool is insufficient after the interviews, the supervisor may request Human Resources to advertise the position.

An employee whose qualifications are deemed in the screening process to be insufficient to warrant an interview shall be so notified prior to any appointment to positions for which they have applied. If the applicant is interviewed and not selected to fill the vacancy, Human Resources will notify the applicant in writing of the decision.

Employee applicants who have not been interviewed or selected for the bargaining unit position vacancy are encouraged to contact the reviewing/hiring supervisor or Human Resources to schedule a career advisement meeting.

If multiple in-house applicants are equally qualified, first Department, then City seniority shall govern the applicant selection for vacancies within the bargaining unit covered by this Agreement.

Non-Bargaining Unit Position Vacancy. With respect to non-bargaining unit position vacancies, the City encourages qualified bargaining unit employees seeking promotions or transfers to complete and submit applications to Human Resources. For vacant non-bargaining unit positions, any bargaining unit employee applicant who meets the posted minimum qualifications for non-bargaining unit positions shall be given equal consideration in the applicant screening process as that received by non-bargaining unit employees and outside applicants.

An employee whose qualifications are deemed in the screening process to be insufficient to warrant an interview shall be so notified. If the applicant is interviewed and not selected to fill the vacancy, Human Resources will notify the applicant in writing of the decision.

Employee applicants who have not been interviewed or selected for the position vacancy are encouraged to contact the reviewing/hiring supervisor or Human Resources to schedule a career advisement meeting.

8.4 – AFSCME Introductory Period

A new employee must serve a six (6) month introductory period from the date initially hired by City. The City may extend the introductory period for up to one (1) three (3) month period with written justification to the employee and the Human Resources Division. Employees in their introductory period do not qualify as in-house applicants. Employees in their introductory period are not eligible for membership in, or representation by the Union, and are not covered by the terms of this collective bargaining agreement.

8.5 – Return to Former Position

All bargaining unit employees selected and hired for another position with the City will be granted the opportunity to return to their former position within ten (10) working days. Management shall have the right to return the employee to his/her former position for the same ten (10) working day period and the action shall not be grievable. By mutual written agreement

of the employee, the Union, and Directors of the affected Departments, this ten (10) working day period may be extended for a specified period of time, with approval of the City Manager.

8.6 – Transfer

Bargaining unit employees may request transfers within classification or another classification within the same salary grade or in another department. In the event that an employee applies for and is selected to fill a position in the same classification as his/her former position, the employee's starting pay in the new position will be determined based on consideration of various factors including but not limited to: (1) relevant education and experience compared to the minimum and preferred qualifications contained in the position description; (2) education and experience compared to that of current incumbents in the position, insuring internal equity; and (3) education and experience compared to external wages paid for the position, insuring external competitiveness. In the event that two internal applicants are equally qualified for the new position, first Department, then City seniority shall prevail.

8.7 - Voluntary Demotion

In the event an employee voluntarily requests and is selected to fill the same classified position he/she previously held, the pay decrease will be to the employee's former level of pay plus any general wage increases paid to employees of the bargaining unit during the intervening period. Pursuant to Article 11, "Seniority," in the lower classification, the employee's seniority shall include all time in the higher job classification.

In the event that an employee voluntarily requests and is selected to fill a different position at a classification in a lower pay band, the employee's starting pay in the new position will be determined based on consideration of various factors including but not limited to: (1) relevant education and experience compared to the minimum and preferred qualifications contained in the position description; (2) education and experience compared to that of current incumbents in the position, insuring internal equity; and (3) education and experience compared to external wages paid for the position, insuring external competitiveness. In the event that two internal applicants are equally qualified for the new position, first department, then City seniority shall prevail. If the employee requesting the voluntary demotion is selected, the pursuant to Article 11, "Seniority," in the lower classification, the employee's seniority shall include all time in the higher job classification.

8.8 - Working Out of Classification

Employees will not be required to perform duties outside of their classification as a regular assignment.

8.9 - Temporary Upgrades

Bargaining unit employees may be assigned to fill a vacant position in a grade higher than the employee's current grade on a temporary basis. Qualified bargaining unit employees shall be given first consideration for temporary upgrades within the bargaining unit. Employees who receive temporary upgrades will receive the minimum pay for the higher classification, or an increase of five percent (5%), whichever is greater, for the term of the temporary upgrade. In order to qualify for the temporary upgrade pay increase, the upgrade must be scheduled to last at least a full pay period. The City shall retain a record of the upgrade in the employee's personnel file. Service in such upgrades shall be considered work experience for promotion criteria. At the conclusion of the temporary upgrade assignment, the employee shall return to the former position and rate of pay, adjusted for any intervening pay increases.

8.10 – Additional Duty Pay

Additional duties are changes or additions to the job content and responsibilities of a position that are substantive, measurable, substantially different in nature and outside the normal scope of the position's job description. Employees who are assigned to perform additional duties on a temporary basis for more than 30 calendar days, or whose jobs have gradually absorbed such duties for more than 30 calendar days shall be eligible to receive additional duty pay at a rate recommended by the Department Director and Human Resources, and approved by the City Manager of no less than five percent (5%) of the employee's base rate of pay. In the event that there have been substantive, measurable and quantifiable changes in the job content, a written request may be made by the employee, his/her supervisor, or Department Director for additional duty pay. The request will include justification, and shall be submitted to the Human Resources Department for review and analysis. The review and analysis shall be conducted in a timely manner, and the parties shall be kept informed of the reviews status.

If the additional duty assignment is temporary, at the conclusion of the temporary assignment, the employee shall return to the former position assignment and rate of pay, adjusted for any intervening pay increases. The Department Director and Human Resources shall review additional duty pay assignments after six months, and at subsequent three-month intervals, in order to determine whether the additional duties have become a permanent part of the employee's job responsibilities. If so, the employee's pay status will be changed from "additional duty pay" to regular pay status. If appropriate, a job reclassification review may also be initiated.

8.11 – Review of Job Descriptions

Job descriptions shall be reviewed regularly by the City, and revised to reflect current responsibilities and duties of the position. The intent of this review is to ensure that job classifications of individuals remain fair and equitable and properly reflect the duties and responsibilities assigned to them, as well as the skills and effort required to do their jobs.

ARTICLE 9
WORKFORCE REDUCTION & PRIVATIZATION

9.1 – Workforce Reduction Notice

Furlough, Layoff and Recall. A furlough is a temporary reduction of an employee's work hours within a work week due to a shortage of funds. A layoff, or reduction in force, is the elimination of a position(s) on a temporary or permanent basis due to shortage of funds. Upon determination by the City that a furlough or layoff of bargaining unit employees is necessary, the City will notify the Union no less than five (5) work weeks prior to implementation of the furlough or layoff. The City shall provide budgets, reports and any other materials used in its determination. All positions in the City shall be considered when devising such a plan for furlough or layoff. Four (4) calendar weeks prior to any furlough or layoff, The City Manager will meet with the Union to allow the Union to review and consider any cost cutting measures within the bargaining unit represented by the Union that may reduce the need for, or extent of, the furlough or layoff. The Union may offer alternatives to the proposed furlough or layoff. If a furlough or layoff is to be implemented, affected employees shall receive no less than four (4) weeks written notice. Upon layoff, laid off employees shall be paid in full all due wages, and accrued annual leave on the next following regular payday.

If there is to be a layoff of bargaining unit employees, the City shall offer transfers to any adversely affected employees to existing vacancies for which they are qualified. The City and the Union agree that, while bargaining unit employees are on layoff, the City shall not subcontract any public work or services normally performed by members of the bargaining unit who are in lay off status.

Order of layoff. Employees within the affected department(s) and division(s) will be laid off by type of appointment in the following order:

1. Temporary
2. Introductory Period
3. Regular Part-Time
4. Regular Full-Time

At no time will volunteers fill a position formerly held by bargaining unit employees once funding for the position is reauthorized. If a volunteer fills a position formerly held by a bargaining unit employee for more than nine (9) months, the City and the Union will jointly seek the Governing Body's approval to re-fund the position during the next budget cycle.

Seniority. Employees within the affected department(s) and division(s) shall be laid off in reverse order of City seniority and shall be recalled in order of City seniority provided the employee meets the minimum qualifications of the job.

Recall Rights. Regular status, laid off employees shall have one-year recall rights ("recall period"). Within the recall period, the City may not fill any bargaining unit position which is reauthorized without offering the position to the former incumbent, followed by qualified laid-off bargaining unit employees in order of City seniority. The City must give notice by certified mail to the last known address on file to laid off employees of all recall opportunities for the first six (6) months of the recall period. Recalled employees must give notice of acceptance or refusal of the position within ten (10) work days of the notice date, and if accepted, report for work within two (2) weeks of their notice of acceptance of the position. It will be the employee's responsibility to follow up on employment opportunities for the remaining six (6) months of the recall period. A laid-off bargaining unit employee may refuse one (1) recall offer of a job at the same or higher rate of pay. A second refusal of a recall offer of a job at the same or higher rate of pay will serve as a voluntary resignation and the City will have no further recall or employment obligation to the employee.

Job Classification Displacement. If, in accepting a recall opportunity during a recall period, a laid off employee is placed in a lower paying job classification, the employee shall be reassigned to his or her former position upon reauthorization of that position.

Seniority Retention. Employees returning to employment with the City during the recall period shall be reinstated to their former seniority status prior to the displacement.

9.2 – Privatization

For the term of this contract, the City agrees that no regular bargaining unit employees shall be laid off, or be subject to a reduction in base hours worked or base pay received as a direct result of City privatizing work or the type of work currently performed by bargaining unit employees.

9.3 – Contracting Out and Temporary Employees

The City and the Union agree that the City has the right to supplement bargaining unit members with temporary employees and contractors on an as needed basis in order meet seasonal demands, peak demands, emergency demands, and demands where no in-house expertise or necessary equipment exists. Temporary employees and contractors extending beyond twelve (12) months shall either be terminated or converted to permanent bargaining unit positions, subject to the appropriation of funds for such employees by the Rio Rancho Governing Body. The City and the Union recognize that over an extended period of time the supplementation of bargaining unit members described herein due to peak demands may lead to concerns regarding the economic viability of bringing such supplementary work in-house. Therefore, the City and the Union agree that the supplementation of bargaining unit positions due to peak demands over an extended period of time is the proper subject of discussion and negotiation. Any such concerns of the City or the Union in that regard shall be addressed by the Labor Management Committee.

9.4 – Limits

Subject to the provisions of this agreement, the City shall assign bargaining unit work to bargaining unit employees

ARTICLE 10
TESTING OF EMPLOYEES

10.1 – Substance Abuse Program

Drug and Alcohol Testing. The provisions of the current Drug and Alcohol testing Program are hereby incorporated as set forth as follows:

As a federal funds grantee and a municipal employer, the City complies with the “Drug-Free Workplace Act” and the Federal Highway Administration (FHWA) drug and alcohol testing rules. Pursuant to that Act, the City will establish and maintain an ongoing drug-free awareness and drug and alcohol testing program and establishes the following rules and regulations which apply to all City employees.

During working hours, no employee shall consume alcohol, or use controlled substances or any physician prescribed medication that may impair the employee’s ability to perform the required job duties. The use, possession, manufacture or distribution of any alcoholic beverage or controlled substance by any employee during working hours, on City premises, in a City vehicle, or in City uniform at any time is prohibited.

Any employee suspected of being under the influence during working hours will be required to submit to the appropriate detection test(s) to determine the presence of drugs or alcohol. The order for the administration of the detection test(s) shall be given by the department director and coordinated with the Office of the City Attorney and the Human Resources Department.

Public employees shall respect all elements of the criminal justice system. Their conduct shall reflect professional judgment, prudence, and the interests of the City and shall promote public confidence. The use, possession, sale, trade, or delivery of illegal drugs or non-prescribed controlled substances by an employee during nonworking hours affects the efficient and credible administration of the City, the safety and welfare of the public and co-workers, and is a violation of this policy.

Any employee convicted of a criminal drug or alcohol statute must notify the Human Resources Department, in writing, no later than five calendar days after such conviction. The City, after receiving such notification, shall take appropriate action including notifying the federal grantor agency within ten calendar days if the violation occurred in the workplace.

Under the FHWA rules, all employees in safety sensitive positions in transportation who drive vehicles requiring a Commercial Driver’s License (CDL) are required to be tested for the presence of alcohol and drugs. Consistent with those rules the City will test the affected employee group under the following conditions.

Testing will be conducted on:

1. A random basis at an annual rate as set by the FHWA.
2. Post-accident involving a fatality, bodily injury of the driver, passenger, or other party, disabling damage to the City vehicle, or moving violation.
3. Upon reasonable suspicion by a supervisor.
4. Alcohol tests are considered to be positive and in violation of this policy when the BAC results are .02 or greater.
5. Positive test results at the levels established under the federal guidelines of the Substance Abuse and Mental Health Services Administration (SAMSHA) for marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP) are considered to be a violation of this policy.

Employees who violate this policy are subject to disciplinary action up to and including termination of employment.

All Other Examinations. If the City has a reasonable concern about the ability of an employee to perform the duties of their current position, the City may require and pay for a medical fitness for duty exam to verify the employee's condition. If the employee disagrees with the opinion of the City's physician, the employee may arrange and pay for a second opinion. If the two medical opinions do not agree, the City shall arrange and pay for a third opinion. The third opinion shall prevail.

Scheduling of Testing. The City will conduct required testing during an employee's normal working hours. If same cannot be accomplished, however, overtime will be paid for all hours devoted to testing beyond the normal work hours.

Safety Sensitive Employees. Safety sensitive positions, as set forth in the job description, are subject to alcohol and drug testing.

10.2 – Voluntary Admission of Drug/Alcohol Abuse

The City's goal remains that employees will take responsibility for their own behavior and voluntarily seek help through the City's EAP or other professional programs to resolve drug or alcohol related problems.

Except for DOT covered employees; an employee who voluntarily admits to drug-alcohol abuse will be referred through the Human Resources Department for assessment counseling and rehabilitation. Upon successful and timely completion of the rehabilitation, the employee will return to work as though returning from other medical leave. Any subsequent voluntary admission to drug/alcohol abuse by such employee will require a written return to duty agreement prior to returning to work. Self-referral is not permitted once an employee has been identified for random, reasonable suspicion, or post-accident testing.

ARTICLE 11 **SENIORITY**

Where relevant factors are equal, seniority shall be the determining factor in, but not limited to, cases of pay, promotion, layoffs, transfers, shift, leave, overtime, job assignments, education and training, but exclusive of the tuition reimbursement program. Each provision of this Agreement for which seniority is a factor shall indicate whether the City, class, or department seniority is the determinant. Seniority shall be determined as follows:

11.1 – City Seniority

City seniority shall be defined as the total length of uninterrupted employment with the City of Rio Rancho. Uninterrupted employment means there have been no breaks in employment other than sick leave and City authorized leave of absence or layoff. Employees shall not attain City seniority until the completion of the required introductory period, at which time City seniority shall relate back to the commencement of the most recent period of uninterrupted employment with the City. When an employee completes the required introductory period, their seniority shall begin from their date of hire. City seniority is broken by resignation or termination.

11.2 – Class Seniority

Class seniority is the entry date the employee began working in his/her current classification. Class seniority is broken by reassignment to another classification. When an employee is promoted into another job classification, the class seniority shall begin on the date the employee is promoted. If an employee is reclassified into a lower job classification, the employee's seniority will include all time in the higher job classification. Time served in a higher job classification shall be considered when calculating seniority in a lower job classification. An involuntary demotion can be grieved. If an employee maintains the same job title but transfers to a different department, the employee shall maintain his/her class seniority.

11.3 – Department Seniority

Department seniority is the length of continuous service an employee has in their current Department. Department seniority is broken by reassignment to another Department. If an employee maintains the same job title but transfers to a different department, the employee shall maintain his/her class seniority.

11.4 – Interruption of Continuous Service

Seniority is not broken during interruptions of continuous service caused by periods of leave without pay, layoff or reduction to less than full-time status.

11.5 – Ties in Seniority

Where two (2) or more employees have the same seniority dates for determining job rights, then alphabetical order by last name shall be used to determine the senior employee. Should a tie still exist, seniority then shall be determined by the Union, using a random method of the Union's choice. Ties in Department Seniority shall first be broken by City Seniority; ties in Class Seniority shall first be broken by Department Seniority, then by City Seniority.

11.6 – Seniority for Part-Time Employees

Seniority for part-time employees shall be determined using the methods described in this Article, except that length of service shall be pro-rated based on actual hours worked during the term of employment.

ARTICLE 12
COMPLIANCE WITH LAWS AND REGULATIONS

12.1 – Compliance with Laws

All parties (City, Union, and Employees) agree to comply with all applicable city, state and federal laws and regulations, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973 as amended, the Age Discrimination Act of 1975, the Americans With Disabilities Act of 1990, the New Mexico Human Rights Act, The Fair Labor Standards Act of 1938, and the Family and Medical Leave Act of 1993, as amended.

12.2 – Interpretation

This Article shall be interpreted in accordance with applicable federal and state law.

12.3 – Reasonable Accommodation

The City shall determine the need for and extent of accommodations in accordance with its interpretation of the requirements of the Americans With Disabilities Act of 1990 and the Civil Rights Act of 1964, even if such accommodations may be in conflict with another provision of this Agreement.

12.4 – Remedy

An arbitrator hearing a grievance that alleges a violation of this Article is authorized to award only reinstatement and/or back pay to a prevailing grievant and has no authority to award compensatory, punitive or any monetary damages other than back pay.

12.5 – Waiver of Contractual Rights

If an employee claiming a violation of this Article elects to proceed to an administrative agency or to court during the pendency of the grievance or at any time prior to the issuance of the written opinion and award of an arbitrator, the grievance shall be considered to have been withdrawn.

12.6 – Work Environment

The City and the Union are committed to make every effort to ensure a productive work environment in which all employees are treated with dignity and respect; and to support an atmosphere of trust, mutual responsibility, open communication and respect that is essential to a healthy work environment.

12.7 – EEO and Non-Discrimination

The City is committed to maintaining a workplace free of discrimination, and to offer equal employment opportunity based upon qualifications, ability and work performance. In the administration of this Agreement, the City and the Union shall not practice, nor tolerate, illegal discrimination against any employee through employment practices including but not limited to recruitment, hiring, training, education, reassignment, wages, and promotion, because of that employee's race, age, religion, color, national origin, ancestry, sex, ethnicity, qualified physical or mental disability, medical condition, sexual orientation, gender identity, or any other legally protected class. The City and the Union also agree under the terms of this agreement not to practice or tolerate discrimination on the basis of marital or family status, union activity, political affiliation or beliefs, or use of a second language other than English.

12.8 – Illegal Workplace Harassment

The City and the Union believe and agree that illegal workplace harassment seriously undermines the atmosphere of trust and respect that is essential to a healthy work environment. It is the objective of the City to provide a work environment that respects the rights and dignity of all persons with whom we do business and come into contact. It is the intention of the City and the Union to take whatever action may be needed to prevent, correct, and if necessary discipline behavior which violates this objective.

The City has an anti-harassment policy, which applies to all members of the City community, including contractors, vendors, and other providers of services who are under contract with the City. Therefore, the City's anti-harassment policy prohibits any type of illegal harassment by any representative of the City against any individual in the City's workplace or during City work time.

The City and the Union agree that that no employee shall illegally harass another employee or member of the public; and that employees shall be protected from illegal discrimination, intimidation, restraint, coercion, or retaliation including involuntary reassignment or changes in working duties, or conditions resulting from the filing of a discrimination complaint, grievance or prohibited practices complaint in the exercise of any right granted the employee by this Agreement or law.

Illegal workplace harassment may include, but is not limited to, harassing or discriminatory remarks or actions against an individual or group on the basis of a legally protected class as defined in this Article. Inappropriate behavior also includes, but is not limited to: crude/vulgar language, sexual advances or other verbal, visual, or physical conduct of a sexual nature, intimidation, gender or racial baiting, hazing, banter/teasing, offensive humor, offensive or lewd materials including pictures, sayings and cartoons, ridicule, hostility and threats or acts of violence.

Harassment also includes any other behavior that interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The anti-harassment policy also prohibits any demand for sexual favors that is accompanied by a promise of favorable job treatment or a threat concerning the employee's job.

ARTICLE 13
CORRECTIVE ACTION, DISCIPLINE AND DISCHARGE

13.1 – Basis of Corrective and Disciplinary Action

Corrective and disciplinary action shall only be for just cause. The degree of discipline imposed shall be progressive in nature when appropriate. In accordance with employee “Weingarten (Representation) Rights” (See Article 2, Employee Rights and Responsibilities”), employees are entitled to union representation in meetings held in connection with an investigation that the employee believes may result in disciplinary action. All disciplinary action is grievable and arbitrable.

The City may issue the same disciplinary action more than once for any subsequent act constituting just cause. The City and the Union also recognize that certain levels of employee misconduct may warrant immediate serious disciplinary action up to and including possible termination of employment. Examples of such misconduct include but are not limited to: theft, willful misappropriation of City assets, sexual or other illegal workplace harassment, physical abuse or physical harassment, unlawful possession, sale or distribution of a controlled substance in the work place; or any illegal activity impacting adversely upon the City or upon the Employee’s ability to perform the functions of her/his position.

An employee may refuse to answer questions that probe possible criminal conduct until the employee has obtained legal advice and/or Union counsel. The employee shall be given a reasonable period of time to secure counsel.

13.2 – Progressive Discipline

The parties agree that corrective and disciplinary action encourages the use of counseling and positive discipline as methods of working with employees to correct and improve employee conduct and/or work violations, and to improve job performance, so as to promote the efficiency and effectiveness of the City. The principles of progressive and constructive discipline shall be followed, except in those cases where the employee’s conduct warrants a more serious response.

The types of progressive discipline are as follows:

Corrective Action:

- Non-Disciplinary Counseling
- Written Letter of Warning
- Written Letter of Reprimand

Disciplinary Action:

- Suspension
- Demotion
- Discharge/Dismissal

13.3 – Time Limits

Except for cases where outside agencies or divisions are involved in the investigation, the employer may impose any disciplinary action or issue a notice of contemplated action no later than forty-five days (45) after it acquired knowledge of the employee’s misconduct for which the disciplinary action is imposed, unless facts and circumstances exist which require a longer period of time.

13.4 – Non-Disciplinary Counseling

The City may use non-disciplinary counseling actions including oral warnings, oral admonishments, and written counseling letters as a corrective precursor to formal disciplinary action. Non-disciplinary counseling actions shall be used for performance improvement and corrective action concerning minor infractions, and shall serve to inform the employee that his/her performance, behavior, and/or conduct need(s) to be improved, and to provide guidance for training or corrective action needed from the employee to improve.

13.5 – Written Letter of Warning

If the employee's performance, behavior and/or conduct does not improve, a written letter of warning may be issued to formally inform the employee of the performance, behavior and/or conduct that need(s) to be improved, to provide guidance for corrective action needed from the employee to improve, and to give the employee formal written notice conveying the increased seriousness of the situation.

13.6 – Written Letter of Reprimand

An employee shall receive a written reprimand in circumstances where the infraction is perceived to be of a greater consequence than that for which an oral reprimand was issued or if an oral reprimand was ineffective. Written reprimands relating to an employee's job performance or conduct shall be placed in the employee's personnel file after providing the employee with a copy of the reprimand. The employee shall acknowledge having read the contents of the reprimand by affixing his/her signature to the reprimand. So doing shall not be construed as the employee's agreement that the reprimand was warranted. If the employee refuses to sign, a witness (by his/her signature) must attest that the statement was presented to the employee for signature and the employee refused to sign.

13.7 – Suspension

An employee may be suspended without pay for a period not to exceed twenty (20) working days, for a single serious offense or for continued substandard job performance or misconduct when previous attempt(s) to correct behavior have failed. Suspensions will comply with applicable provisions of the Fair Labor Standards Act.

13.8 – Demotion

Demotions may be issued if it is determined that the employee is not competent to perform his/her job, or as part of progressive disciplinary process. An employee may be demoted for a single serious offense or for continued substandard job performance or misconduct when previous attempt(s) to correct behavior have failed.

13.9 – Discharge/Dismissal

Dismissal is the final consequence when other progressive discipline has failed to correct an employee's unacceptable behavior or job performance, or as the only step of progressive discipline if warranted by an employee's egregious behavior and/or misconduct which constitutes grounds for immediate discharge.

13.10 – Initial Notice of Contemplated Action and Rebuttal

Upon determination of the City that an alleged infraction may have occurred that warrants disciplinary action at or above the level of a suspension, and after review by Human Resources, the supervisor or his/her designee shall provide the employee a "Notice of Contemplated Disciplinary Action." This notice is provided to the employee in accordance with

the principles described in Article 2, Section 2.13, "Loudermill Rights," which entitle the employee to written notice of the charges against him/her, an explanation of the evidence supporting the employer's claim, and an opportunity to present his/her side of the story. The Notice shall specify the date, time and place of the predetermination hearing. Predetermination hearings shall be conducted within a reasonable time frame. The Notice of Contemplated Action shall also inform the employee of his/her right to union representation or a representative of his/her choice at the predetermination hearing. The Notice of Contemplated Action shall be provided to and signed for by the employee in person or sent to the address on file via certified return receipt mail within fifteen (15) working days of the date of completion of an appropriate investigation of the alleged infraction, or as soon as practical following that time in the event the employee is unavailable.

Prior to the scheduled predetermination meeting the City, the employee and/or the union representative may request to reschedule the meeting. Any rescheduling of the meeting shall be by mutual agreement and within a reasonable time frame. The purpose of the meeting is to respond to the allegations. The supervisor shall consider any information received during the predetermination meeting before deciding the final disciplinary action. An employee may propose, in writing, to the supervisor, a level of discipline he/she will accept for an offense prior to the supervisor imposing disciplinary action. If the supervisor accepts the discipline proposed by the employee, the issue will be considered settled and the action will not be grieved.

13.11 – Final Notice and Appeal

The supervisor may issue by hand delivery or certified return mail, the final disciplinary action against the employee, whether the originally contemplated or lesser action, no later than five (5) work days after the predetermination hearing in the form of a "Notice of Final Action". The employee and/or union may grieve the disciplinary action in accordance with the Grievance and Arbitration article of this contract.

13.12 – Documentation of Written Corrective & Disciplinary Action

Documentation of corrective and disciplinary actions shall be maintained in accordance with Article 6 of this Agreement, "Personnel Files and Records," which addresses documentation of corrective/disciplinary actions, rebuttal to corrective/disciplinary actions, removal or sealing of corrective/disciplinary records, and confidentiality of corrective/disciplinary records.

13.13 – Confidentiality and Privacy

The City and the Union shall hold all corrective and disciplinary actions in the strictest "need to know" confidence. All discussions with employees regarding any matter of discipline, including verbal, shall be conducted in private. If management needs to talk to an employee concerning corrective or disciplinary action, the meeting shall be held in private. In all cases, the confidentiality of the disciplinary process shall be maintained by the Employer and its representatives as required by law, City Rules and this Agreement.

13.14 – Written Allegations or Charges by Public

Written charges or allegations made to the City by the public against an employee will be processed in accordance with applicable laws, regulations, and guidelines. No record of a complaint, determined to be unfounded or not investigated, will be placed in the employee's official Personnel File. The City will advise employees of written complaints or allegations pertaining to an employee within a reasonable period after receipt, unless law prohibits the release of such information or if the release of such information would serve to compromise or disrupt a pending or ongoing investigation. If a determination is made to conduct a review of the

situation, the employee(s) against whom the complaint is directed will be given a copy of the complaint, provided that release is not prohibited or restricted as indicated above.

ARTICLE 14
GRIEVANCE AND ARBITRATION

14.1 – Mediation

Mediation is a confidential and voluntary process in which an impartial person(s) helps individuals or groups discuss and negotiate resolutions to conflicts or disagreements in the workplace. The City, Union or employee(s) may choose mediation as a way to resolve workplace disputes. Before mediation begins, all parties must be willing to engage in the process.

When applied, mediation shall precede, but not be part of the disciplinary, and or grievance process.

There shall be a binding agreement as a result of mediation. If, however, a resolution by mediation fails, the City and the Union may revert to the disciplinary and/or grievance process in accordance with the provisions as set forth in this agreement.

14.2 – General

“Grievance” means an alleged violation, misapplication, or misinterpretation of any provisions of this agreement.

Informal resolution of issues is encouraged before the parties resort to the following formal grievance procedure.

Grievances may only be filed on behalf of an individual aggrieved non-probationary employee or group of employees covered by this agreement.

An individual employee may present a grievance under the provisions of this Article up to Step II and have it adjusted without the intervention of the Union as long as: (1) adjustment is consistent with the terms of the Agreement; and (2) the employee is responsible for any legal expense incurred if he/she chooses to be represented by counsel. A Step III Grievance and Arbitration can only be invoked by the Union or the City with the exception of discipline. At any hearing or meeting on a grievance brought by an individual employee without the intervention of the Union, the employee shall notify the Union and afford Union the opportunity to be present and make its views known.

Grievances must be initiated by speaking with the immediate supervisor promptly but within ten (10) working days after the grievant or the Union was aware, or reasonably could have become aware, of the incident(s) giving rise to the alleged grievance. Employees are encouraged to discuss and attempt to resolve any problem with their immediate supervisor before filing a formal grievance under the procedure established below.

1. Step I - Immediate Supervisor Level. The Union or grievant shall attempt to resolve the matter informally with the immediate supervisor(s) of the grievant. If a satisfactory solution is not reached within ten (10) working days after speaking with the immediate supervisor, the grievance may be submitted to Step II by filing with the Department Director within ten (10) workdays of the end of the time for a satisfactory solution with the immediate supervisor. If the immediate supervisor is the Department Director, the grievance shall be moved directly to Step III.
2. Step II – Department Director Level. Union or grievant shall submit the grievance in writing to the Department Director, with a copy sent to Human Resources. The written grievance shall set forth:

- a. The employee's name, job title, and worksite;
- b. The name, address and telephone number of the Union Representative, if any;
- c. The Article(s) of this Agreement alleged to have been violated;
- d. A description of the alleged violation;
- e. A description of previous attempts to resolve the grievance;
- f. The relief requested, and
- g. The signature of the grievant and/or of the Union Representative.

The Department Director shall respond in writing within ten (10) work days of receipt of the written grievance and may, within this time period, request a meeting with the grievant and Union to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to Step III by filing with the City Manager within ten (10) work days after the time for response of the Department Director.

3. **Step III – City Manager.** The Union or grievant shall submit the grievance to the City Manager in writing. The City Manager (or designee) shall respond in writing within ten (10) work days of receipt of the written grievance and may, within this time period, request a meeting with the Union to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to final and binding arbitration by the Union or by the individual grievant at his or her own expense, within fifteen (15) calendar days after the time for response by the City Manager (or designee).
4. **Step IV – Arbitration.** The Union or individual grievant shall serve a written demand for arbitration upon the City within fifteen (15) calendar days from the time for response of the City Manager (or designee). Within fifteen (15) workdays of the written demand for arbitration, the Union or individual grievant shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) unless the parties by such time can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator. Within fifteen (15) workdays of the receipt of a list of arbitrators, the parties will confer to select an arbitrator. The Union/grievant and the City shall make the selection either by consensus or by alternately eliminating names. If the latter method is used, the last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. The winner has the choice to strike first. If the City fails or refuses to strike a name from the list, Union/grievant may request that the FMCS unilaterally appoint an arbitrator to hear the matter. The Union/grievant shall notify FMCS of the parties' selected arbitrator within seven (7) calendar days of the striking of the panel. Once an arbitrator accepts appointment by the FMCS, the arbitrator shall have full jurisdiction.

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 the Agreement, but may give appropriate interpretation or application to such terms and provide appropriate relief. The arbitrator shall not have the authority to make an award, which includes a fine or other punitive damages or award of attorney's fees. Each party shall pay one-half of the arbitrator's fees and expenses. The arbitrator's decision shall be final and binding on the parties, subject to applicable laws. In arbitrations challenging a disciplinary action, the City shall have the burden of proof by a preponderance of the evidence. In arbitrations where the Union alleges a contractual violation or dispute over a working condition, Union shall have the burden of proof by a preponderance of the evidence.

5. Miscellaneous.

- a. Tape recorders, or other recording devices, shall not be used by any party participating in the grievance, except by mutual agreement of the parties. This provision shall not apply to Arbitration hearings. If a Court reporter is requested by the Arbitrator, the parties shall split the cost of the Court reporter and the transcript for the Arbitrator. Each party shall bear the costs of its transcript. Either party may provide a Court reporter at its own cost.
- b. Any of the time limits or steps set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of the parties.
- c. A party to this Agreement, or an individual grievant, may be represented by counsel at any step of the grievance procedure at their own cost.
- d. The issue of non-grievability may be properly raised at any step of the grievance procedure. The arbitrator shall decide all issues regarding the grievability of grievances prior to scheduling the hearing on the merits.
- e. Grievances may be withdrawn by the Union at any step of the grievance procedure without prejudice and without precedence except as to objections to timeliness.

ARTICLE 15
SCHEDULING AND STAFFING

15.1 – Work Week

For the purpose of this agreement the workweek begins at 12:00 a.m. Monday and ending 11:59 p.m. on Sunday.

A normal workweek, except for bargaining unit employees on an approved flexible or compressed work schedule, will consist of forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week or ten (10) hours per day, four (4) consecutive days per week.

15.2 – Adjusted Work Schedule

Temporary deviations from the normal work schedule, barring emergencies, shall require written notification to the employee(s) at least five (5) calendar days in advance of the change. If mutually agreed to by the individual parties involved, a less than five (5) calendar days advance notice of a work schedule deviation is acceptable. Unanticipated and/or unplanned program changes that require work schedule and/or staffing changes shall require written notification to affected employees of not less than two (2) calendar days in advance of the change unless otherwise agreed to by the City and the employee(s).

For the purpose of this agreement, it shall be inappropriate for a department director or his/her designee, or supervisors to unfairly coerce or use intimidation tactics to obtain an employee's agreement to deviations in work schedules.

15.3 – Flextime

Employees may apply for a schedule that deviates from a worksite's normally scheduled work hours and workdays (hereinafter referred to as flextime). All flextime schedules are subject to the approval of the Department Director. The City shall not unreasonably deny an employee's requested flextime schedule.

15.4 – Scheduling, Breaks, Wash-Up Time and Travel Time

Scheduling. The City shall prepare employee's work schedules for posting at each worksite at least ten (10) working days, barring emergencies, prior to the beginning of a new or revised schedule. Changes in posted work schedules will be made only to meet the legitimate operational needs of the City. If mutually agreed to by the individual parties involved, a less than ten (10) working days advance notice of a work schedule deviation is acceptable.

Breaks. Employees are entitled to one (1) non-cumulative fifteen (15) minute rest break approximately midway through the first half of their shift, if that half equals or exceeds three (3) hours. Employees working eight (8) hours shall also take a 30 to 60 minute lunch as approved and scheduled by their supervisor. Employees are entitled to a second rest break, under the same conditions, during the second half of their shift. Breaks shall not be taken at the beginning of the work day, at the end of the work day, or in conjunction with the lunch period unless approved on a case-by-case basis by the employee's immediate supervisor.

The Employee will notify his/her supervisor prior to taking a rest break, provided his/her supervisor is in proximity to be notified. Breaks shall be scheduled, consistent with the need for departmental or worksite coverage. Employees shall not engage in any conduct during the break, which in any way disrupts the duties and responsibilities of any other employee. An employee may not accumulate unused rest periods, nor use break time for covering late arrival

on duty or early departure from duty, unless mutually agreed to by employee and his/her immediate supervisor.

Wash Up Time. All employees shall be permitted fifteen (15) minutes before completion of their shift to clean up their work area and themselves, if necessary. An employee may not accumulate unused wash up time, nor use wash up time for covering late arrival on duty or early departure from duty.

Travel Time. In accordance with the FLSA, time spent by an employee in travel as part of his or her principal activity during the workday shall be counted as hours worked. In accordance with the FLSA, travel time spent to and from home is not counted as hours worked, unless on recall duty.

15.5 – Split Work Assignment

A split work assignment is a work schedule that requires an employee to work a certain number of hours, leave the work site for an extended period of time (greater than one (1) hour, not identified as a lunch hour), then report back to work later in the same day. When staffing programs, special projects, or services necessitates split work assignments, supervisors shall make every effort to ensure an employee's normal work week does not exceed forty (40) hours per week, or ten (10) hours per day, or six (6) consecutive days per week. If a split work assignment due to staffing programs, special projects, or services is necessary, the split between shifts shall not be less than two hours. There shall be no more than one split in a workday. Neither the first or second part of the split work assignment shall be less than two (2) hours in length except that, if mutually agreed to by the individual parties involved a less than two (2) hour work assignment is acceptable.

15.6 – Work Assignment Differential

Employees assigned either a regular or split work assignment outside of his/her regular work schedule that begins at 6:00 p.m. or later and continues past 10:00 p.m. shall receive an additional \$0.50 per hour differential for hours worked beginning at 10:00 p.m. through the end of the work assignment or 8:00 a.m., whichever is earlier. Such differential is to be added to the employee's total wages, and does not increase the employee's base hourly rate. This work assignment differential does not apply to the custodial division of Public Works or other positions whose regular work assignment continues past 10:00 p.m.

15.7 – Make-Up Time

With the approval of his/her direct supervisor, when an employee is late for work or has to leave work for a period of time during the normal work day, the City may, whenever possible, allow them to make up the lost work time within the same workweek, provided that the legitimate operational needs of the City are met.

15.8 – Job Sharing

Upon the approval of the Department Director, employees may share the same job position. Requests for job sharing shall not be unreasonably denied.

15.9 – Inclement Weather

The general policy regarding inclement weather is that the City remains open regardless of weather conditions. Employees are to assume that City offices are open each regular workday unless it is specifically announced otherwise. However, the obligation to provide services to the public must be balanced with the risk of danger to employees. Official announcements regarding suspension of operations shall be made by City through internal means and, where appropriate or necessary, shall be broadcast by specified public media. In addition, the appropriate Department Director shall notify all off-site work locations of early closures.

In extraordinary circumstances, the City Manager may temporarily suspend all or a portion of normal City operations in response to inclement weather or other emergency conditions. For such suspended operations, employees in designated "emergency/essential" positions report to or remain at work as scheduled or as otherwise specifically directed. Employees who are dismissed from work for delayed opening, early departure, or for an entire day's work shall be granted administrative leave with pay, and have no deduction from pay or accrued leave. In the case a delayed opening has been announced after the arrival of an employee at his/her worksite, the employee will be granted administrative leave equivalent to the time worked, which must be used within the same or subsequent workweek.

There may be times in which the City Manager (or designee) does not deem conditions severe enough to warrant officially closing City offices. In this situation, employees should make every attempt to get to work within the bounds of their personal safety. Any employee who does not report to work as scheduled must either:

- use accrued annual leave or leave without pay; or
- work with his/her supervisor to develop a schedule to make up the time missed, as a result of inclement weather, within the same workweek in order to account for any scheduled time not worked during his/her work period.

If an employee is not scheduled to work or has a preapproved absence and paid administrative leave is granted for inclement weather, the employee shall not receive this paid administrative leave.

ARTICLE 16 **OVERTIME**

16.1 – Overtime

Hours worked in excess of forty (40) hours in any one work week, or shall be paid one and one-half (1-1/2) times the regular straight time hourly rate, including any pay differential. All overtime work must be pre-approved by the Employee's supervisor.

16.2 – Computation

For the purpose of computing overtime, administrative leave with pay will be considered time worked. Other hours paid for, but not worked, including but not limited to holiday, sick or vacation pay, shall not be counted in computing overtime.

16.3 – Overtime Scheduling

The assignment of overtime will be made after due consideration to:

- Seniority and/or skill necessary to perform overtime work;
- Assigning the overtime on a rotating basis;
- Avoiding, where possible, conflicts with off-duty plans and commitments already scheduled by employees;
- Personal emergencies.

Seniority and Scheduling of Overtime. Each department shall maintain and post a class seniority list. All scheduled overtime work shall be offered in order of greatest departmental or divisional classification seniority to employees able to do the work and normally assigned those duties. Employees shall be offered scheduled overtime work on a rotational basis from that list. If an employee declines the overtime, the subsequent employee on the list shall be offered the overtime, etc., until all employees on the list have been offered the opportunity to work overtime. If all employees decline overtime work, the City shall assign overtime on a rotational basis in inverse order of the class seniority list.

Overlapping Work Shift. Those overtime assignments that overlap the end of the work shift will first be assigned to the employees who are performing the work at the end of the regular shift.

Voluntary Overtime. Employees willing to work voluntary overtime may post their name on a roster for that purpose. These rosters may then be used to assist employees who wish to obtain a qualified replacement for overtime work. Replacement is subject to approval of the supervisor and is to be at no additional cost to the City.

16.4 – Emergency Duty

In cases of declared emergency by the City Manager or his or her designee, in writing, employees will work when so requested. In special cases, an emergency may be declared by the Department Director and require work from employees when so requested.

Overtime: Employees shall receive overtime pay in accordance with overtime pay provisions identified in this contract.

Emergency Duty While on Vacation: Employees who agree to work while on authorized vacation during a declared emergency shall have the option of receiving pay for the hours they were scheduled for vacation in addition to the hours they actually work, or choose not to utilize their vacation and receive only pay for hours they actually work, at the employee's discretion.

ARTICLE 17
STAND-BY, ON-CALL, AND CALLBACK TIME

17.1 – Assignment of Stand-By and On-Call Duty

The City reserves the right to determine the need and assignment of stand-by time and on-call duty. Employees will have the opportunity to volunteer or exchange a stand-by assignment prior to it being made a required assignment. The employee must notify their supervisor as soon as possible, but by the end of the previous shift of an exchange with another employee for assigned stand-by.

Stand-By Duty. Stand-by duty is scheduled work (exclusive of eating and sleeping hours) outside of the employee's regular work hours that severely restricts the employee's whereabouts to a designated post, being spent not in work but in readiness to perform work. Stand-by duty is defined under the FLSA which states that an employee will be considered on duty and time spent on stand-by duty shall be considered hours worked if:

- a. The employee is restricted to a City facility, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or
- b. The employee, although not restricted to a City facility:
 - Is restricted to his or her living quarters or designated post of duty;
 - Has his or her activities substantially limited; and
 - Is required to remain in a state of readiness and respond to perform work.

Maintenance of Physical and Mental Capacity. Employees, when on assigned stand-by time, are required to maintain the same required physical and mental capacity that is required during regular scheduled work hours.

Failure to Respond. An employee on designated stand-by duty is subject to disciplinary action for failure to respond to a callback.

Stand-By Assignments. Stand-by assignments for bargaining unit employees shall be rotated beginning with the employee with the most class seniority. The City, through the Department Director or his/her designee shall assign, in writing, stand-by time to employees on the basis of the need for stand-by time as determined by each department.

Stand-By Pay. Employees assigned to stand-by time status shall receive a pay differential of thirty-five percent (35%) of the employee's base rate of pay for each hour outside of the employee's regular work hours on approved stand-by duty. Stand-by time shall not be considered time worked for the purpose of computing overtime payment. Approved stand-by status shall be recorded on timesheets to ensure accurate compensation.

17.2 – On-Call Status

"On-call" means an off duty unpaid status in which an employee is to be available to perform irregular or occasional overtime work, if necessary. The employee may leave his/her quarters or home as long as he/she can be reached by phone. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of worked if:

- The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted;
- The employee is able to refuse the call-back request with no adverse consequence -- including but not limited to informal and formal discipline; or

- The employee is allowed to make arrangements such that another person will perform any work that may arise during the on-call period.

17.3 – Callback

Callback time shall be defined as any circumstance where an employee responds to an emergency call and returns to a work site outside his/her normal working hours without advance notice, or has been instructed by an individual authorized by the Department Director or his/her designee to return to the work site to perform assigned duties during an off-duty period.

Callback compensation shall be paid to non-exempt employees in the form of paid time for irregular or occasional work performed when the employee is called back from an off-duty status.

A non-exempt employee called back to work, in addition to his/her normal work schedule, will be paid for a minimum of two (2) hours or the actual time worked, including travel time, whichever is greater. Once called back to work, employee shall respond as quickly as possible, not to exceed one and one-half (1.5) hours. In the event employee is not able to report within the one and one half hour timeframe, employee shall contact their contacting supervisor and inform them of the delay. Overtime will be paid on hours worked in accordance with the provisions of the Fair Labor Standards Act. This provision will not apply if the overtime immediately precedes or immediately follows the regular work shift. The employee may not receive both stand-by duty pay and callback pay when called back to work. Approved callback time shall be recorded on timesheets to ensure accurate compensation for callback time.

ARTICLE 18
TRAINING AND DEVELOPMENT

18.1 – Commitment to Training and Development

The City and the Union agree that the primary function of training is to assure the optimum use of human resources in attaining organizational needs and, when feasible, to provide career development opportunities to employees. The parties further recognize that development of employee's knowledge, skills, and abilities through effective training and education is an important factor in maintaining efficient operations. The City shall determine employee training and education needed to meet workforce needs. Employees' participation in training and education programs and courses shall be based on City needs, and shall be fair and equitable.

Employees will be granted duty time, when appropriate, to participate in approved programs or courses. The City agrees to comply with all laws, rules, and regulations regarding training, including but not limited to the Fair Labor Standards Act.

18.2 – Employee Initiative

Employees are encouraged to take advantage of training and educational opportunities that will enhance skills and qualifications needed to increase efficiency in the performance of their duties and responsibilities and for possible advancement within the City.

18.3 – Announcements

The City agrees to provide all employees with information on available training, educational, and career enhancement opportunities offered by the City. Employees will be advised of the requirements, if any, to enter such training programs.

18.4 – Record of Training

A record of satisfactorily completed formal training courses will be filed in each employee's official personnel file maintained in the Human Resources Department after such training is completed. The employee is responsible for furnishing information of training that has been accomplished or completed if he/she wants it to be included in the file.

18.5 – Funding

The City shall continue to provide training and education subject to the availability of funds and shall determine the methods and means to provide the training.

18.6 – Tuition / Certifications Reimbursement Program

The City shall continue the education tuition assistance program, including trades certifications, for bargaining unit employees provided sufficient funds are budgeted and available.

ARTICLE 19
LEAVE BENEFITS

19.1 – Sick Leave

Employees will be eligible to use sick leave benefits from their date of hire. Employees who exhaust their sick leave may use vacation time or may be granted leave without pay for up to ninety (90) days. In the event of serious illness to members of the immediate family, Human Resources may grant leave to the employee in accordance with the Family and Medical Leave Act (FMLA), to be charged to the employee's appropriate leave account.

Sick leave shall accrue at the rate of eight (8) hours per month for full-time employees. Part-time employees who work an average of twenty (20) hours or more per week shall accrue sick leave as provided for full-time employees, but prorated by the number of hours regularly scheduled for the part-time employee. Part-time employees working an average of less than twenty (20) hours per week shall not be eligible for sick leave benefits.

Sick leave conversion:

- Full-time employees who use no more than forty (40) hours of sick leave during a calendar year (January 1 through December 31), leave without pay or other unscheduled leave during the calendar year, may convert eight (8) hours of sick leave to vacation.
- Full-time employees who use no more than thirty-two (32) hours of sick leave during a calendar year (January 1 through December 31), leave without pay or other unscheduled absence, during the calendar year, may convert sixteen (16) hours of sick leave to vacation.
- Full-time employees who use no more than sixteen (16) hours of sick leave during a calendar year (January 1 through December 31), leave without pay, or other unscheduled absence, during the calendar year, may convert thirty-two (32) hours of sick leave to vacation.
- Part-time employees who use no more than 16 hours of sick leave during a calendar year (January 1 through December 31), leave without pay, or other unexcused absence during the calendar year may convert 4 hours of sick leave to vacation.
- Part-time employees who use no more than 12 hours of sick leave, leave without pay, or other unexcused absence during the calendar year may convert 8 hours of sick leave to vacation.
- The additional vacation time converted under this policy will be credited in January of each year for the period of covering the preceding twelve (12) calendar months.
- To be eligible to participate, employees must have been employed as an active employee for the complete calendar year.

An employee who becomes ill while on vacation leave may convert the period of illness or disability from vacation to sick leave in the current pay period with approval of the Department Director provided he/she has sufficient sick leave accrued. If the request is for leave conversion during a pay period that has already been processed, the employee must submit a written request through the Department Director to the Department of Human Resources, within one week after returning to work. The City may require a statement from the attending physician verifying the illness or disability.

If an employee suffers a death in the immediate family while on sick leave, the amount of time may be applied to Bereavement leave in accordance with this Article. The employee must notify the Department Director and the Department of Human Resources, in writing, within one week after returning to work.

Employees may request sick leave benefits for absences caused by disabling illness or injuries and for medical appointments, i.e., appointments for doctors, dentists, physical

therapists, etc. Complications relating to pregnancy will be treated as any other temporary disability.

The Employer may require an employee to furnish a physician's statement for sick leave taken for three (3) consecutive days or more or at any time if a pattern of sick leave or of excessive absenteeism has been demonstrated over the most recent 12-month period (excluding FMLA absences).

Illnesses, medical disabilities, or medical appointments in the employee's immediate family, which require the employee's absence from work, may be charged to the FMLA and employee's sick leave benefits.

Payment of accrued sick leave benefits may continue to an employee who is released to return to work on a part-time basis while recuperating from the disability, but in no case may the combined payments be greater than the employee's usual weekly rate of pay, excluding overtime.

If the City has a reasonable concern about the first medical opinion, the City may require and pay for a second opinion. If the City physician's opinion disagrees with that of the employee's physician, the employee may schedule and pay for a third opinion. The third opinion shall prevail. Employees who have been absent due to a disabling illness or injury will be required to provide a statement from the physician releasing them to return to their normal duties.

19.2 - Sick Leave Benefits Upon Separation in Good Standing

Employees hired after April 1, 2021:

1. An employee, after serving ten (10) continuous years with the City of Rio Rancho, may convert sick leave to vacation leave up to 160 hours.
2. An employee, after serving fifteen (15) continuous years with the City of Rio Rancho, may convert sick leave to vacation leave up to 240 hours.
3. An employee, after serving twenty (20) continuous years with the City of Rio Rancho, may convert sick leave to vacation leave up to 320 hours.
4. An employee, after serving twenty-five (25) continuous years with the City of Rio Rancho, may convert sick leave to vacation leave up to 480 hours.

Employees hired before April 1, 2021, may choose either the prior option or the following (if eligible):

1. An employee, after serving ten (10) with the City of Rio Rancho, upon retiring under PERA, shall be eligible to convert available sick leave hours to vacation using the following conversion rates:
 - a. The first 250 hours may be converted at a ratio of 4:1, i.e. four (4) hours of sick leave to one (1) hour of vacation;
 - b. The second 250 hours may be converted at a ratio of 2:1; and
 - c. An additional 500 hours may be converted at the ratio of 1:1 for a maximum of 1,000 sick leave hours converted to 687.5 hours of vacation leave.

2. An employee, after serving fifteen (15) years with the City of Rio Rancho, may convert sick leave to vacation leave at the same rates set forth above upon separation from the City in good standing.

19.3 - Family and Medical Leave

An employee who has been employed for at least twelve (12) months and who has worked a minimum of 1250 hours during that year may request a medical leave of absence for up to twelve (12) weeks in any consecutive twelve (12) month period of time in accordance with the provisions of the Family and Medical Leave Act. In the case two employees are married, both may request their twelve (12) weeks, either together or separately.

The twelve (12) weeks of leave do not need to be consecutive, but may be taken as necessary subject to the following conditions. In the absence of eligibility to use accrued sick leave, the employee may use other paid leave for this period. Otherwise, such hours will be deemed leave without pay. Upon determination of the need for such leave, the employee must provide to the Human Resources Department a statement from the treating physician or other appropriate official verifying the reason for the leave and indicating the estimated length of the leave. Where foreseeable, this notice shall be provided at least thirty (30) days in advance of the leave. Employees will be eligible to maintain their benefits during the leave of absence provided they continue to pay the employee portion of the premium to the City on a timely basis.

19.4 – Occupational Illness or Injury

The City shall provide full regular pay to employees injured on the job for the entire seven (7) calendar day waiting period as described under the NM Workers' Compensation Act, provided the absence is authorized by the City's workers' compensation administrator. The pay will continue until the commencement of temporary total or partial disability, or the employee's return to work, whichever is earlier. The pay will be provided without deductions from the employee's accrued leave or the leave bank. If the employee is disabled for more than thirty (30) days and the City's workers' compensation insurer makes payment for the waiting period, then the employee will surrender that check to City as reimbursement for the previous payment made.

For the duration of the disability, the employee may continue to use accrued sick leave, integrated with Workers' Compensation benefits, in order to receive 100% of usual weekly compensation, excluding overtime. All payments and procedures shall be made in accordance with the provisions of the New Mexico Workers' Compensation Act. All other conditions are in accordance with the Article.

19.5 – Bereavement Leave

The parties recognize the need of employees for time off in the event of a death in their family as defined herein. Employees shall notify their supervisor or department director of their need for Bereavement leave and specify the relationship of the family member. In the event of the death of an employee's family member, three (3) days leave with pay shall be granted. Family members shall be defined as: parent, stepparent, sibling, spouse or domestic partner (affidavit must be on file), child, stepchild, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, great grandparent, great grandchild, niece/nephew, and aunt/uncle. Vacation leave or leave without pay may be allowed for an employee to attend the funeral of a relative not included in the aforementioned family group. Such requests shall not be unreasonably denied. In the event of the death of a colleague within the City, an employee may take Bereavement leave, not to exceed three (3) hours, for the time required to attend the funeral. If requested, employee shall produce documentation in regards to the death and familial relationship.

If an employee provides documentation from a doctor that a serious illness, including but not limited to a possible death situation exists in the employee's immediate family, Human Resources may grant appropriate leave to the employee in accordance with the Family and Medical Leave Act, if requested by the employee.

If out-of-state travel is required to attend the funeral of a family member as defined herein, the department director will grant two (2) additional days of absence with pay. Additional time off may be requested and the granting of such requests will be at the discretion of the department director. Such requests shall not be unreasonably denied. The additional time off may be charged to other paid leave or taken as leave without pay.

Full-time employees will be paid at their straight time rate. Part-time employees, who work an average of twenty (20) or more hours per week, will be paid for the hours they were scheduled to work but did not due to the death of the family member.

19.6 – Court Duty

The parties acknowledge the obligations of employees to serve when called as a juror or witness in court. Employees must notify the supervisor or department director and the Department of Human Resources upon receipt of the notice of jury duty or subpoena to report to court. Full-time employees and part-time employees who work an average of twenty (20) or more hours per week will be paid at their straight time rate for the hours they were scheduled to work, but did not work, due to the court appearance. In addition, any fees or allowances paid to the employee as a result of jury duty, litigation-related testimony or statements (except for reimbursement for travel and actual out-of-pocket expenses) for which payment was made by the City to the employee, shall be remitted to the City Treasurer, but not to exceed the base wages paid to the employee. When an employee is released from court service, temporarily or permanently, the employee shall return to work to complete the remaining hours of the workday.

Appearances in court related to personal matters (not job related matters) or in personal actions against the City are not compensated under this Article. Such time off as may be required may be charged to other paid leave or must be taken as leave without pay.

19.7 – Voting

The parties consider the casting of one's ballot in all elections both a right and a duty of the individual. Therefore, employees are encouraged to register and to vote in all elections. State law allows employees up to two (2) hours of absence during normal working hours, excluding the lunch hour, for the purpose of casting ballots in general, primary and special elections. Employees will be granted this time, up to a maximum of two (2) hours with pay; however, employees are not entitled to this time off if the normal starting time is more than two (2) hours after the polls open or if the normal quitting time is more than three (3) hours prior to the closing of the polls. Leave for local elections will also be administered in accordance with this Article. Employees who wish to exercise the right to vote during working hours must advise the supervisor or department director in advance of Election Day in order for the period of absences to be scheduled to assure a smooth flow of work. The supervisor or department director may require an employee to reschedule the time off if the requested time would disrupt the conduct of City business. Verification of registered status and voting may be requested or obtained.

19.8 – Personal Leave

Bargaining unit employees shall be allowed to use their appropriate accrued leave time as needed for emergency use without prior notice. The employee should notify his/her supervisor as soon as possible about any use of leave time for an emergency situation. Requests by employees to use accrued leave for unanticipated personal and/or family events

shall not be unreasonably denied. This time may be used in increments of one-hour segments or more as needed, and shall be considered an excused absence.

19.9 – Administrative Leave

In the event the City grants paid administrative leave to bargaining unit employees, those hours shall be counted as time worked for the purpose of computing overtime. Employees who are required to work during those hours approved by the City Manager as administrative leave shall be granted an equivalent number of administrative leave hours to be taken at a later date. In the event that a declared starting time is authorized and deemed chargeable to administrative leave, any employee who is scheduled for work and unable to report due to weather related conditions, may use the same number of administrative leave hours as the City Manager authorized. All other hours shall be charged to the employee's accrued balance.

19.10 – Leave Donation Program

The Leave Donation Program is a leave-sharing program established to assist eligible employees who need to be absent from work for a prolonged period of time, but who have exhausted their respective leave (all paid time off) accounts. This program is intended to assist employees who experience serious medical hardships or catastrophic illnesses or injuries, or who need time off to care for an immediate family member who suffers from a serious medical hardship or a catastrophic illness or injury.

Definitions

- Certification of Health Care Provider – Certification issued by an authorized health care provider using the current FMLA form
- HIPAA – The Health Insurance Portability and Accountability Act is a Privacy Rule which assures that an individual's health information is properly stored and protected. The City is obligated not to disclose individual health care information to another person except in limited circumstances as HIPAA and related laws have prescribed.
- Immediate Family – An employee's spouse, domestic partner (must have domestic partner affidavit on file) children (includes stepchildren, adopted and foster children) and parents, or if the employee is the primary custodian, caregiver, or medical power of attorney for grandchildren, grandparents, or siblings. To be eligible for Leave Donation hours, employees shall provide legal documentation which establishes or confirms primary custody, caregiver status, or medical power of attorney status.
- Any request to utilize the Leave Donation Program 1) shall be made in writing; 2) shall include any and all requisite medical documentation; and, 3) shall be delivered to the Human Resources Benefits Administrator.
- Eligible employees who meet or whose eligible dependent meets all requirements for a serious health condition, as defined by FMLA, and who submit a complete Certification of Health Care Provider form to Human Resources are eligible for donated leave.

Limits

- No employee is eligible to receive any Leave Donation hours unless or until all of that employee's sick, vacation, and other paid leave has been exhausted.
- No employee shall be eligible to receive more than one hundred sixty (160) Leave Donation hours (prorated i.e. 160/hrs-1.0 FTE, 80/hrs-.5 FTE) during the twelve (12) months following the date the employee had requested Leave Donation hours.
- No employee shall be eligible to receive more than the cumulative total of three hundred twenty (320) Leave Donation hours during the entire course of the employee's career with the City. If, due to extenuating circumstances, the employee requests more than

320 leave donation hours during their career with the City, such requests will be reviewed by the HR Director and considered for approval on a case-by-case basis.

- Whenever an employee's illness or injury is covered by workers' compensation insurance, that employee is not eligible to receive any Leave Donation hours
- Under no circumstance shall any employee be eligible to receive Leave Donation hours for absences occurring after any date certified or confirmed by the medical provider.
- No employee shall accrue any paid leave or earn any holiday pay during any continual absence covered by Leave Donation hours.
- Donations will be solicited from bargaining unit members and converted based on the donating and receiving employee's base rate of pay.
- Unused donated leave will revert back to the employees donating the leave.

19.11 – Personal Leave without Pay

An employee may be granted a personal leave of absence by the City Manager without pay for a period not to exceed twelve (12) weeks excluding FMLA. Employees who choose to return to the City prior to the twelve (12) week period, before or at the end of the leave of absence will be returned to their former position with no loss of seniority. The City shall return the employee to their former status and pay, including general wage increases paid to employees of the bargaining unit during the leave without pay period. The City reserves the right to hire a temporary employee for the full term of leave granted an employee under this Section. An employee shall not accrue vacation or sick leave while on leave without pay status. Human Resources shall determine eligibility for continuation of benefits such as PERA contributions or health insurance in accordance with applicable state and federal laws and governing contracts.

19.12 – Military Leave

Employees who are members of Armed Forces, Reserve component, or National Guard unit shall be granted military leave of absence for all required military duty including examinations, drills, training and emergency obligations as required by law.

ARTICLE 20
VACATION AND HOLIDAYS

20.1 – Vacation

Full-time employees shall accrue vacation for each bi-weekly pay period in which the employee receives pay in accordance with the following schedule:

- From the date of hire through end of year three – 80 hours (10 days) per year;
- Fourth through tenth year – 120 hours (15 days) per year;
- Eleventh through fourteenth year – 160 hours (20 days) per year;
- Fifteenth year and up – 200 hours (25 days) per year

Part-time employees who work twenty (20) or more hours per week shall accrue vacation on the same basis as regular full-time employees, but prorated by the number of hours regularly scheduled for the part-time employees. Part-time employees who work less than twenty (20) hours per week are not entitled to vacation benefits.

No employee will be granted vacation in excess of the amount accrued. Employees may not carry over more than three hundred twenty (320) hours of accrued vacation time from one fiscal year to the next.

Employees shall submit a written request for vacation to their supervisor or department director fourteen (14) calendar days in advance of the dates desired. The department director or supervisor may waive the fourteen day notice requirement. Employees wishing to exercise their seniority (department seniority) to guarantee their vacation scheduling must submit their leave requests in the month of January each year. After the month of January, requests for vacation or leave without pay shall be considered on a first come first served basis; however, when more than one (1) employee has requested the same leave time off at the same time, the supervisor shall grant approval of leave based on department seniority. Approval of leave requests will be based upon business necessity and operational needs.

Bargaining unit employees shall be allowed to use their appropriate accrued leave time as needed for emergency use without prior notice. The employee should notify his/her supervisor as soon as possible about any use of leave time for an emergency situation. Requests by employees to use accrued leave for unanticipated personal and/or family events shall not be unreasonably denied. This time may be used in increments of one-hour segments or more as needed, and shall be considered an excused absence.

Upon termination of employment for any reason, the employee shall be paid for all vacation accrued up to a maximum of three hundred twenty (320) hours, but not taken as of the last day worked. The employee may, however, choose to use accrued vacation toward early retirement, in accordance with PERA and other applicable regulations as administered through Human Resources.

Holidays that occur during an employee's vacation will not be charged to vacation.

If an employee suffers a death in the family while on vacation, bereavement leave may be substituted for the vacation leave. The employee must notify the department director and the Human Resources Department in writing within one (1) week of their return to work.

20.2 – Holiday Observance

Holiday Schedule. The Governing Body shall approve the date of observation for the holiday schedule each year. The holiday schedule to be observed by the bargaining unit employees is as follows, to include any additional approved by the Governing Body:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous People's Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve
Christmas Day

This list of holiday observations will be posted in each department.

20.3 – Religious Observances

Employees requesting to leave for religious observances shall follow the procedures for requesting vacation leave. Such time will be charged to accrued vacation leave or leave without pay at the employee's discretion.

20.4 – Holiday Pay

- If an actual designated holiday falls on Saturday or Sunday, the holiday will be observed on the day approved by the governing body.
- Full-time employees who do not work on observed designated holidays shall be paid holiday pay at their straight time rate for the holiday hours. Employees required to work on observed designated holidays will be paid holiday pay plus time and one half (1 ½) for the hours worked. PERA credit will be administered as per PERA regulations.
- Part-time employees who work twenty (20) hours or more per week shall receive holiday pay, pro-rated based on hours worked, if an observed designated holiday occurs during their scheduled working hours. Part-time employees, who work twenty (20) hours or more per week, required to work on observed designated holidays will be paid holiday pay plus time and one half (1½) for the hours worked. Employees who work less than twenty (20) hours per week will not be paid holiday pay.
- If an employee is on paid leave on an observed designated holiday, no deduction will be made from the applicable leave.
- If an employee works on an actual designated holiday that is different from the observed designated holiday, employee will be paid at their straight time rate plus one half (1 ½) for the hours worked.

ARTICLE 21
PERFORMANCE MANAGEMENT

21.1 – Performance Management

The City and the Union recognize and endorse the concept that performance management is a continuous process by which managers and supervisors provide performance feedback, performance improvement coaching, and performance counseling for the purpose of improving and correcting employee and work unit performance. In the interest of strengthening supervisor-employee relationships, supervisors will discuss employee work performance or work deficiencies with the involved employee(s) on a timely basis. Formal performance evaluations shall continue to be conducted on a yearly basis.

21.2 – Performance Evaluation

Performance evaluations shall be administered in accordance with applicable City guidelines.

21.3 – Grievances

Union members shall retain the right to grieve formal annual performance evaluations up to Step III of the grievance procedure.

ARTICLE 22

BENEFITS

The City, through the Human Resources Department, shall review all employee benefit packages annually, and shall meet and confer with the Union whenever changes in benefits coverage or carriers are anticipated. The Union shall name a representative(s) to serve on employee committees appointed to review and make recommendations to the City regarding vendor bids submitted in response to RFPs for employee benefits. All contributions for employee benefits are subject to funding appropriations.

22.1 – Medical

The City offers two types of medical benefit plans for all bargaining unit employees to be chosen at the employee's discretion.

1. Copay Plan: The City will pay an amount equivalent to eighty (80%) percent of the cost of the purchase of the group medical insurance.
2. High Deductible Health Care Plan: The rates are determined by the Plan as approved by the Employee Benefits Committee on an annual basis.

22.2 – Dental, Life Insurance, and Accidental Death and Dismemberment

The City shall provide dental, life insurance, and accidental death and dismemberment to the bargaining unit employees at the eighty (80%) percent of the benefit premiums.

22.3 – Optical Insurance

The City shall continue to provide optical discount packages to the bargaining unit employees.

22.4 – Tool Replacement

The City shall receive via electronic media (CD/DVD/Flash Drive), from each employee covered under this Section, annually, by January 30th, dated photographs clearly showing the entire contents of the mechanics' toolbox. In addition to the photographs, the mechanic shall have a notarized inventory list with the make of each tool. Only the tools approved for use by the City on the tool approval form and shown in these photos and on the notarized inventory list will be considered for tool replacement due to theft or natural disaster. If a police report is filed showing the theft of tools due to forcible entry or in the event of a natural disaster whereby the employee completes, and signs, an inventory of tools destroyed and receives the Division Manager's approval, the City will cover up to \$60,000 replacement value limit per occurrence, with a \$500 deductible per incident. The payout will be offset by any other source of insurance reimbursement; personal or City insurance. The City agrees to provide additional security measures, such as monitored alarm systems, for the buildings in which mechanics' and City tools are located.

22.5 – Tool Allowance

The City shall provide an annual \$400 tool allowance for new tools at the beginning of the fiscal year to Fleet Maintenance Mechanics, Heavy Equipment Mechanics, and Park Equipment Technicians who are members of the bargaining unit and are required to provide their own tools to perform their duties. Receipts for all tools must be submitted to the Financial Services Department for inventory and tax reporting purposes.

22.6 – Maintenance of Benefits

Payment of City’s share of benefits shall be maintained during all approved paid leave.

22.7 – Retirement Benefits

City shall pay seventy-five (75%) percent of all bargaining unit employee contributions to the Public Employees Retirement Association (PERA). In addition, the right of bargaining unit employees to participate in the International City/County Management Association – Retirement Corporation deferred compensation plan shall continue.

22.8 – Retiree Health Benefits

The City provides retiree health care benefits to employees, and the City and employees shall contribute as determined by law.

22.9 – Specialty Pay for Building Inspectors

Building inspectors are required to inspect commercial and residential buildings and to have both residential and commercial certifications for their respective positions. If a building inspector obtains an additional certification which is relevant but beyond the position’s minimum requirement, the inspector is eligible to receive Specialty Pay that is 5% above the inspector’s base salary for each such additional certification that is valid and current, up to a cumulative maximum of 20% Specialty Pay above base salary. “Base salary” shall not include any Specialty Pay. If any additional certification becomes expired, revoked, or suspended, then the Specialty Pay corresponding to that certification shall cease. All inspectors shall notify their respective supervisors immediately upon expiration, revocation, or suspension of any certification for which they receive Specialty Pay. Please note that for the purposes of this section, the term “Inspector” is a general term and is meant to include only the following specialties: Building, Plumbing, Mechanical, and Electrical inspectors. **The intent of Article 22.9 is to provide specialty pay only when an Inspector who is hired in one specialty obtains a second (or third or fourth) specialty, as specified in the below chart:**

<u>Inspectors</u>	License or Certification required by the Position Description & Included In base pay	Additional percentage of salary added to base when additional certifications are acquired. To be eligible for the additional pay, certifications must comply with State of NM, IAPMO, or other regulatory requirements		
Building Inspector (position # 12078)	State of NM General Construction Inspector Certification. Both National residential and commercial Construction Inspector Certifications.	<u>Plumbing</u> 5% for residential; 5% for commercial (10% for both).	<u>Mechanical</u> 5% for residential; 5% for commercial (10% for both).	<u>Electrical</u> 5% for residential; 5% for commercial (10% for both).
Mechanical/ Plumbing Inspector (position # 12101)	A State of NM Certification and IAPMO Plumbing or Mechanical certification for both residential and commercial	<u>Building</u> 5% for residential; 5% for commercial (10% for both).	<u>Plumbing or Mechanical</u> 5% for residential; 5% for commercial (10% for both).	<u>Electrical</u> 5% for residential; 5% for commercial (10% for both).
Electrical Inspector (position # 12100)	Journeyman’s License EE98J. Both ICC residential and commercial electrical certification and NM electrical Inspector certification	<u>Plumbing</u> 5% for residential; 5% for commercial (10% for both).	<u>Mechanical</u> 5% for residential; 5% for commercial (10% for both).	<u>Building</u> 5% for residential; 5% for commercial (10% for both).

22.10 – Specialty Pay for Mechanics

Specialty Pay for Mechanics is provided when certifications are earned per the following chart:

<u>Mechanics</u>	<i>Additional percentage of salary added to base</i>
Vehicle & Equipment Mechanic (C)-II or Vehicle & Equipment Mechanic (D)-II	<p>Each certification will entitle the Mechanic to 2% Specialty Pay for up to 15 certifications, for a total of up to 30% Specialty Pay.</p> <p><u>Qualifying Certifications:</u> These National Institute for Automotive Service Excellence (ASE) tests, when passed, qualify for additional Specialty Pay. No other certifying organizations or tests will be considered for Specialty Pay (i.e., tests taken during Military service).</p> <p><u>Automobile & Light Truck Certifications:</u></p> <ul style="list-style-type: none"> • Engine Repair (test A1) • Automatic Transmission/Transaxle (test A2) • Manual Drive Train & Axles (test A3) • Suspension & Steering (test A4) • Brakes (test A5) • Electrical/Electronic Systems (test A6) • Heating & Air Conditioning (test A7) • Engine Performance (test A8) • Light Vehicle Diesel Engine (test A9) <p><u>Truck Equipment Certification (E1 – E3)</u></p> <ul style="list-style-type: none"> • E1 – Truck Equipment Installation & amp • E2 – Electrical/Electronic Systems Installation & amp • E3 – Auxiliary Power Systems Installation & amp <p><u>Advanced Engine Performance Specialist Certification</u></p> <ul style="list-style-type: none"> • L1 Advanced Engine Performance Specialist Certification <p><u>Electronic Diesel Engine Diagnosis Specialist Certification</u></p> <ul style="list-style-type: none"> • L2 Electronic Diesel Engine Diagnosis Specialist Certification <p><u>Light Duty Hybrid/Electric Vehicle Specialist Certification</u></p> <ul style="list-style-type: none"> • L3 Light Duty Hybrid/Electric Vehicle Specialist Certification <p><u>Advanced Driver Assistance Systems (ADAS) Specialist Certification</u></p> <ul style="list-style-type: none"> • L4 Advanced Driver Assistance Systems (ADAS) Specialist Certification <p><u>Medium-Heavy Truck Certification Tests (T1 – T8)</u></p> <ul style="list-style-type: none"> • T1 – Gasoline Engines (50 scored questions) • T2 – Diesel Engines (55) • T3 – Drive Train (40) • T4 – Brakes (50) • T5 – Suspension & amp; Steering (50) • T6 – Electrical/ Electronic Systems (50) • T7 – Heating, Ventilation & amp; Air Conditioning (HVAC) (40) • T8 – Preventive Maintenance Inspection (50) <p><u>Approved Emergency Vehicle Technician Certifications</u></p> <p><u>FIRE APPARATUS TECHNICIAN</u></p> <ul style="list-style-type: none"> • F1 Maintenance, Inspection, and Testing of Fire Apparatus • F2 Design & amp; Performance Standards of Fire Apparatus • F3 Fire Pumps & amp; Accessories • F4 Fire Apparatus Electrical Systems • F5 Aerial Fire Apparatus • F6 Allison Automatic Transmissions <p><u>AMBULANCE TECHNICIAN</u></p> <ul style="list-style-type: none"> • E-0 Maintenance, Inspection, and Testing of Ambulances • E-1 Design & amp; Performance of Ambulances • E-2 Ambulance Electrical Systems • E-3 Ambulance Heating, Air-conditioning, & amp; Ventilation • E-4 Ambulance Cab, Chassis, and Powertrain <p><u>Law Enforcement Vehicle Installation Technician Requirements</u></p> <ul style="list-style-type: none"> • E-4 Ambulance Cab, Chassis, and Powertrain

22.11 – Specialty Pay Provisions

Cost to obtain the additional certifications/licenses. All costs to obtain an additional certification or license (books, training courses and tests) must be borne by the employee.

Responsibilities and Administration. To be eligible for the Specialty Pay, employee must submit a form to their Department Head that indicates the date the license or certification was obtained and the expiration date of the license or certification, as well as a copy of the actual license or certification. Specialty Pay will only be provided for full pay periods that begin after the date the certification or license was obtained and submitted to their Department Head. Employees are responsible for notifying the Human Resources Department when the Specialty Pay has expired or has been revoked. If it is discovered that Specialty Pay has erroneously been paid after the license or certification has expired or has been revoked, employee must reimburse the City for Specialty Pay given when earned.

Effect of Specialty Pay on base pay. Specialty Pay is to be provided as a percentage computed "on top" of the base pay. When the certification expires or is revoked, the specialty pay will be removed leaving only the base pay in effect. Specialty Pay is not considered part of the employee's base pay. If an employee's base pay reaches the maximum of the pay grade, the specialty pay percentage is in addition to the maximum of the pay grade.

ARTICLE 23
EMPLOYEE ASSISTANCE PROGRAM

23.1 – Commitment to Employee Assistance Program (EAP)

The City and the Union jointly recognize that treatable illnesses and disorders occur in the work force as a result of personal problems, for example, stress, family problems, emotional and situational disorders, financial problems, legal difficulties, child or elder care, alcoholism, and drug dependency. Employees may utilize the services of EAP when they determine the need.

23.2 – EAP Services

The City shall provide free of charge a confidential employee assistance program (hereinafter referred to "EAP") staffed with qualified and licensed professionals. The EAP service shall offer professional assessment and short-term counseling and referral service. The program is designed to assist employees and their immediate family members with personal or work-related problems including, but not limited to, drug or alcohol abuse and use, that may affect the employee's wellbeing and ability to perform their job. Employees may self-refer when they recognize a need for assistance.

23.3 – Referrals to EAP

The City reserves the right to encourage employees whose work performance is adversely affected to pursue counseling, help, or treatment through the Employee Assistance Program (EAP). The employee shall have the right to attend an EAP initial assessment and two (2) sessions on administrative leave, if requested by the City. All other sessions will be charged to accrued sick or annual/vacation leave upon the employee's request without loss of pay. Employees who take advantage of the EAP and employees who decline to utilize this service shall not have their job security or promotional opportunities jeopardized solely by reason of their participation in the program.

23.4 – Confidentiality

The City and the Union recognize that all confidential information and records concerning employee counseling and treatment shall be maintained and used in accordance with applicable laws, rules and regulations. The City cannot use information about an employee in any action against the employee, without the employee's consent, if the information was obtained under this Article. This does not preclude the notification of law enforcement authorities in "duty to warn" situations as required by law. The City will not initiate contacts with EAP counselors or treatment providers for the purpose of obtaining information about the employee. No information relating to any matter covered by the EAP shall be disclosed without the employee's written permission.

ARTICLE 24
VEHICLE USE, TRAVEL, PER DIEM AND MILEAGE

24.1 – City Policies

The City's current Administrative Policies and Procedures related to vehicles and travel and mileage advances and reimbursements will apply to bargaining unit employees.

24.2 – Travel Time

The City agrees that to the maximum extent practical, employees shall be assigned to travel within their regular hours of work. In those cases in which official travel cannot be scheduled within the assigned employee's hours of work, the employee shall be compensated for travel time in accordance with the provisions of the City Policy and the Fair Labor Standards Act.

24.3 – Use of Personal Vehicles

The City shall make every effort to provide a City vehicle for travel purposes, including from worksite to worksite in accordance with provisions of the Fair Labor Standards Act. If a city vehicle is unavailable, personal vehicles may be used with prior approval, in accordance with applicable Administrative Policies and Procedures.

24.4 – Specially Equipped Personal Vehicles

In accordance with the Americans With Disabilities Act, use of specially equipped personal vehicles shall be allowed by an employee with a qualified disability, with prior approval, in accordance with applicable Administrative Policies and Procedures.

ARTICLE 25
HEALTH AND SAFETY

25.1 – Commitment to Health and Safety

The City and the Union are committed to working together to maintain a healthy and safe workplace. Both parties agree that all employees should be actively involved in creating a safe workplace and complying with all applicable safety and health policies and procedures. Both parties recognize that good physical health and being prepared to do physical work may reduce injuries. Together, the parties will explore methods to promote health and safety programs.

It is City policy to initiate and operate a comprehensive Health and Safety program to:

- Reduce or eliminate human and financial losses incurred from injury, illness, and property damage in the workplace;
- Motivate employees to work safely;
- Ensure the rights of employees to include freedom from reprisal; and
- Comply with Federal, State, City, and Departmental regulations, policies, procedures, and directives.

25.2 – Mutual Objective

The Union and the City recognize the value of working together to maintain high standards of occupational health and safety throughout the City. Both parties commit to work together to create an environment that promotes a positive approach to processes, attitudes and activities that bring about the changes necessary to achieve a workplace free of incidents, accidents and injuries. It is the intent of both parties that no employee shall be required to be in a position of imminent risk of death or serious bodily harm in the performance of work beyond the scope of his/her regular job duties.

25.3 – Health and Safety Standards, Measures, and Responsibilities

Safety is an integral part of the responsibilities of every manager, supervisor and employee. Safety management exists to assist managers, supervisors and employees in the better performance of their duties.

City Responsibilities. The City, to the full extent of its authority, shall provide employees with a safe and healthy workplace free from recognized safety hazards, shall comply with applicable laws and regulations relating to the safety and health of employees, and shall:

- a. Assure prompt response to reports of unsafe or unhealthful conditions.
- b. Establish procedures to assure that employees are not subjected to interference, discrimination, or other reprisal for reporting unsafe or unhealthy conditions or for participating in OSHA program activities.
- c. Assure that periodic inspections of City workplaces are performed by qualified and properly equipped personnel, as determined by the City.
- d. Assure abatement of unsafe and unhealthy working conditions in City owned and leased workplaces.
- e. Assure proper posting of OSHA Notices to identify existing unsafe and unhealthy conditions as determined by management that cannot be corrected immediately.

- f. Take appropriate action to ensure employees are not placed in a position of imminent risk of death or serious bodily harm in the performance of work beyond the scope of their regular job duties.
- g. Provide employees with facilities and worksites that are in compliance with established health and safety laws and regulations.
- h. Provide employees with adequate information on communicable diseases and infestations to which they may have routine exposure.
- i. Provide hearing protection for employees exposed to excessive noise levels at their work sites in accordance with applicable regulations.
- j. Maintain in safe working condition all City owned motor vehicles, tools, and equipment.
- k. Provide safe and clean areas for meal and rest breaks.

Union Responsibilities. Union agrees to cooperate fully with the City in fostering an effective and progressive safety program, including but not limited to providing appropriate support and assistance to the City in carrying out its responsibilities above. The Union shall work with the City officials in an effort to ensure that employees strictly observe safety rules and properly utilize the safety equipment issued to them.

Employee Responsibilities. In accordance with Article 2 of this Agreement, it is recognized that each employee has a primary responsibility and obligation to know and apply safety rules and practices as a measure of protection. All employees shall perform their duties in a safe and careful manner and shall follow all applicable federal, state and local regulations, and City health and safety rules, regulations, and practices so as not to endanger themselves, their co-workers, or the public.

Employees who reasonably believe they may be exposed to an imminent danger should immediately take the necessary steps to protect their personal safety and then report the matter to the appropriate level of management.

It is the responsibility of each employee to promptly and appropriately correct and/or report violations of City health and safety rules, regulations, and practices as soon as practicable to the appropriate City or Union representative. Employees are responsible for recognition of City, NIOSH, and industry requirements by regularly wearing and using equipment provided by the City. Failure to comply may result in disciplinary action.

25.4 – Investigations

The City shall promptly investigate the circumstances and the cause of accidents, and Union shall provide support and assistance as appropriate.

25.5 – Training

Appropriate health and safety training, as determined by the City, will be provided to employees. Union may request for such training, and will not be unreasonably denied.

25.6 – Emergency Transportation

An employee who suffers an on-the-job injury or illness and requires immediate medical care shall be transported to a treatment facility. Time spent for the emergency during employee's scheduled work hours on the day of the on-the-job injury or illness shall be

considered regular work time for purposes of pay. Time off taken for the injury or illness following the day of initial occurrence shall be treated as sick leave

25.7 – Reimbursement for Property Loss

In situations where an employee sustains a job related injury that also damages their personal effects, the City shall reimburse either the replacement value, or cost for repair of such items as applicable, not to exceed \$1,000 for hearing aids and prostheses and \$250 for all other items. This section shall not apply to wear and tear and damage to personal effects normally associated with the work being performed. The employee shall deliver the damaged property to the employee's supervisor for inspection purposes. For purposes of this section, personal effects shall include the following items:

- a. Prescription eyeglasses, contacts and prescription sunglasses, safety eyeglasses and prescription safety sunglasses, hearing aids, prostheses or other similar medical aids or equipment;
- b. Watches;
- c. Clothing, including boots and shoes; and
- d. Other personal effects with reasonable cause.

25.8 – Critical Incident Stress Debriefing

The City shall provide employees appropriate and adequate Critical Incident Stress Debriefing (hereinafter referred to as CISD). CISD is to be used for critical job-related incidents including, but not limited to, mass casualty, serious work injury, and/or work-related death of a co-worker. Such CISD shall include, when appropriate, initial debriefing, individual and group therapy and/or counseling, and/or follow-up. All debriefings and other CISD sessions shall be strictly confidential. When appropriate, CISD may be provided in addition to Workers Compensation benefits.

25.9 – Modified Work Assignments

The City shall make reasonable efforts to provide employees covered by this Agreement with opportunities for returning to work on a modified work assignment due to temporary medical restrictions while recovering from injury or illness. An employee provided with an early return to work in modified duty assignment shall be given such assignment for a period of up to six (6) months consistent with accompanying medical recommendations. Any necessary medical documentation requested by the City shall be confidential, with access restricted to the City's Medical Consultants, and authorized Human Resources personnel. Access to this information to other parties shall be provided only with the employee's written consent. An employee that returns to work on a modified work assignment shall be paid no less than their last rate of pay.

25.10 – Personal Protective Equipment

The City shall provide to employees in positions covered by OSHA regulations personal protective equipment on an as-needed basis to include, but not limited to, as follows: safety footwear, safety gloves, headgear, and safety eye wear.

It is agreed that the City will cover the cost of safety footwear, up to \$150.00 per year, for any employee covered by the AFSCME bargaining unit who is required to wear safety footwear at a construction site and/or for those employees whose job involves construction/maintenance

activities and the employee visits construction sites on a daily/regular basis (e.g. Inspectors, Streets and ROW Foreman) and/or is involved with maintenance projects on a regular basis.

For those employees who visit construction sites on an infrequent basis (e.g. Project Managers) and/or for those employees who are involved with construction/maintenance activities on an infrequent basis, the City will cover the cost of safety footwear once every three years up to \$150.00. It is up to the discretion of the Department Director to determine those employees who visit a construction site and/or are involved with maintenance projects on an infrequent basis versus those whose job involves those duties on a regular basis.

Out of cycle replacement of safety footwear for all employees listed below, and in accordance with the safety footwear replacement schedule, will only be considered if the footwear is damaged during the course of performing City required duties. The employee is required to inform the supervisor of this damage within two (2) work days of the issue. If damage is not reported within two (2) work days, safety footwear will not be replaced by the City.

The department will determine the vendors from which employees may purchase safety footwear and the time of year for safety footwear to be purchased. Anything in excess of the \$150.00 will not be reimbursed by the City and will be at the employee's own expense.

After completing the probationary period, new employees will be eligible to participate in purchasing safety footwear at the time the Department Director designates.

Employees who qualify for the safety boot allowance shall consist of, but not be limited to, the following:

Annually if needed: Project Inspectors, Line Locators, Traffic Field Operations, Park Maintenance Supervisor, Inventory Control Tech, Park Maintenance Worker I, Park Maintenance Worker II, SROW Worker, Truck Driver, Equipment Operator, Mechanic, Foreman, Building Inspectors (Building, Electrical, Plumbing, Mechanical), Animal Control Officer, Animal Control Kennel Worker.

Every Three Years if needed: Project Managers & Project Engineers.

25.11 – Inoculations

Bargaining unit employees exposed to communicable diseases in the course of their duties will be provided with appropriate tests and immunizations through the appropriate medical provider, or at the City's expense (i.e., HIV, Hepatitis, Rabies, Tuberculosis, Tetanus).

25.12 – Uniforms

Bargaining unit employees required to wear uniforms (as defined in Internal Revenue Service regulations) during the course of their duties shall be provided said uniforms at the expense of the City.

ARTICLE 26
COMPENSATION

26.1 – Budget Authority

Management and Union agree that the terms of this agreement relating to the salary adjustments are contingent upon sufficient appropriation and authorization being made by the Governing Body.

26.2 – Compensation Plan

The Union shall request in writing to meet with the City in the month of March and the parties agree to meet no earlier than April 1 of each year, to negotiate wage compensation for the next year's fiscal budget.

26.3 – Longevity

10 years after most current date hire through 14 years, 364 days	\$1000 per year
15 years after most current date of hire though 19 years, 364 days	\$2000 per year
20 years after most current date of hire and after	\$4000 per year

This shall be issued in bi-weekly installments and will count towards the employee's PERA credit.

ARTICLE 27
AGREEMENT BETWEEN PARTIES

27.1 – Severability

Should any part of this Agreement or any provision contained herein be declared invalid by a Court of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties agree, at the request of either party, to bargain a replacement provision in good faith that, to the extent legally allowable, serves the same purpose as the severed language.

27.2 – Zipper Clause

The parties acknowledge that during negotiations, which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining not removed by law. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement, which incorporates the entire understanding of the parties on all issues which were the subject of negotiations.

27.3 – Amendment by Memorandum of Understanding (MOU)

For the life of this Agreement, each party waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement. However, the matters within this Agreement may be amended or interrupted during the term of the Agreement by mutual written agreement in the form of MOU via the Labor Management Committee. City shall append the MOU to the Agreement on the website.

27.4 – City Personnel Policies and Work Rules

It is recognized that City has certain personnel policies and work rules, specifics of which were not addressed in this current agreement. In areas where there is a conflict between the City policies, including the 2021 Personnel Policies and Work Rules (as amended), and this contract, the contract will prevail.

27.5 – Term of Agreement

This agreement is to be effective March 25, 2024, and is to remain effective until and including June 30, 2028, and shall continue thereafter for successive periods of one (1) year, unless either party no earlier than 120 and no later than 90 days prior to the expiration date, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement or sections therein.

IN WITNESS WHEREOF, the parties have set their hands and seals this 15th day of March, 2024.



By: **Roberta Larez,**
AFSCME President



By: **Matthew Geisel,**
City Manager

Appendix A – Bargaining Unit Positions

CLASSIFICATION TITLE
ACCOUNTANT AF
ACCOUNTING TECH-III (A/P) AF
ACCOUNTING TECH-III (PUB WK) AF
ACCOUNTING TECH-III REC SAD AF
ACCOUNTING TECHNICIAN I AF
ACCOUNTING TECHNICIAN II AF
ADMINISTRATIVE ASSISTANT AF
AMBULANCE BILLING TECH AF
ANIMAL CONTROL OFFICER I AF
ARC VOLUNTEER&TRANSFER COORDIN
ASSOCIATE ENGINEER AF
BUILDING INSPECTOR AF
BUILDING MAINT TECHNICIAN AF
CARPENTER AF
CODE ENFORCEMENT OFFICER I AF
CODE ENFORCEMENT OFFICER II AF
COMMUNITY OUTREACH AND MARKETING SPECIALIST AF
CONTRACT ADMINISTRATOR
CUSTODIAN I AF
ELECTRICAL INSPECTOR AF
ELECTRICIAN II AF
ENGINEER-I AF
ENGINEERING TECHNICIAN I AF
GIS SPECIALIST AF
GIS SYSTEM ADMINISTRATOR AF
GRANT ADMINISTRATOR AF
HEAVY EQUIPMENT OPERATOR AF
KENNEL WORKER AF
KRRB COMMUNITY SERVICE LEADER
LAND COORDINATOR AF
LEAD POLICE RECORDS TECHNICIAN
LIBRARIAN-I AF
LIBRARIAN-II AF
LIBRARY ASSISTANT AF
LIBRARY CLERK I AF
LIBRARY CLERK II AF
LIBRARY IT TECHNICIAN AF
LIFEGUARD I PT AF
LIFEGUARD II AF
MARKETING & SERVICES MANAG AF
MECHANICAL/PLUMB INSPECTOR AF
MOTOR VEHICLE SERV AGENT LEAD
MOTOR VEHICLE SERVICES AGENT

MUNICIPAL PLANNER-I AF
MUNICIPAL PLANNER-II AF
MUNICIPAL PLANNER-III AF
OFFICE ASSISTANT AF
P&R PROJECT MANAGER AF
PARK EQUIPMENT TECHNICIAN AF
PARK MAINT WORKER I AF
PARK MAINT WORKER II AF
PERMIT TECHNICIAN AF
PERMIT TECHNICIAN PT AF
PLANS EXAMINER PT AF
POLICE RECORDS TECHNICIAN AF
PRINCIPAL ACCOUNTANT AF
PROJECT INSPECTOR AF
PROJECT MANAGER AF
PROJECT MGR/NPDES AF
PURCHASING SPECIALIST AF
PURCHASING TECHNICIAN II AF
RECEPTIONIST AF
RECORDS & GIS TECHNICIAN AF
RECORDS MGMT SPECIALIST AF
RECREATION LEADER AF
RECREATION SPECIALIST AF
SPECIAL PROJTS -EMERG MGMT AF
SROW FOREMAN I AF
SROW FOREMAN-II(C) AF
SROW WORKER AF
TRAFFIC ENGINEER TECH-OFF-CDL
TRAFFIC TECHNICIAN AF
TRAFFIC TECH-TRUCK DRIVER AF
TRUCK DRIVER AF
UTILITIES LOCATER I AF
UTILITIES SERVICE SPEC I AF
UTILITIES SERVICE TECH AF
UTILITY BILLING SPEC AF
VEHIC&EQUIP MECHANIC-II (C) AF
VEHIC&EQUIP MECHANIC-II (C) AF
VEHIC&EQUIP MECHANIC-II (D) AF
VEHIC&EQUIP MECHANIC-II (D) AF
WASTE PROGRAM SPECIALIST AF
WATER CONSERVATION SPEC AF
ZONING SPECIALIST AF