




# City of Santa Fe, New Mexico

# memo

**DATE:** February 19, 2014

**TO:** Governing Body

**FROM:**  Isaac J. Pino, Management Lead Negotiator

**VIA:** Brian Snyder, City Manager *BKS*

**SUBJECT:** Request Approval - Collective Bargaining Agreement between City of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME) for Term of July 1, 2014 through June 30, 2017.

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## BACKGROUND:

The City of Santa Fe's management team has completed contract negotiations with the American Federation of State, County and Municipal Employees (AFSCME) for the period of July 1, 2014 through June 30, 2017. The Agreement was ratified by AFSCME members on February 14, 2014.

The negotiated agreement includes an increase of \$0.50 (fifty cents) per hour for AFSCME members effective for the first full pay period in July 2014. The increase is contingent upon confirmation that the cumulative gross receipts taxes (GRT) of FY 13/14 through the second quarter ending December 31, 2013 is \$2 million or greater than the cumulative GRT of FY 12/13 through the second quarter ending December 31, 2012. As reported to the Finance Committee on February 17, 2014 the December 2013 GRT check was received and the cumulative year to date GRT totals \$3.06 million greater than the same period the previous year.

The cost of the pay increase is projected to be \$925,200 (\$712,858 base pay plus benefits costs of \$212,342).

Other changes and projected costs include:

- Increases in shift differential pay from \$0.75 to \$1.00 for swing shift differential and from \$1.50 to \$1.75 for graveyard shift differential. The projected cost is \$42,000.
- One Personal Holiday for a projected cost of \$114,000.
- Bilingual Incentive Pay - \$80,000
- Longevity Leave - \$134,000

The total projected cost is \$1,295,200.

The attached **Summary of Articles** details all other proposed changes to the Collective Bargaining Agreement.

**REQUESTED ACTION:**

Please review and approve the attached Collective Bargaining Agreement between City of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME) for the period of July 1, 2014 through June 30, 2017 and forward to the Governing Body for its consideration.

**Attachments:**

1. Summary of Articles – AFSCME Agreement 2014
2. Collective Bargaining Agreement between City of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME) for the period of July 1, 2014 through June 30, 2017.

***AGREEMENT***  
***BETWEEN***  
***THE CITY OF SANTA FE***  
***AND THE***  
***AMERICAN FEDERATION OF STATE, COUNTY***  
***AND MUNICIPAL EMPLOYEES***



***Whole Agreement in Effect***  
***July 1, 2014 through June 30, 2017***

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**ARTICLE 1            AUTHORITY**

- A.     This agreement (hereinafter referred to as the “Agreement”) has been made and entered into by and between the City of Santa Fe (hereinafter referred to as the “Employer”), and Local 3999, City of Santa Fe Employees, of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO, (hereinafter referred to as the “Union”) pursuant to the applicable Public Employee Bargaining Act (PEBA).
  
- B.     The Public Employees Bargaining Act (PEBA) was enacted to guarantee City of Santa Fe Employees the right to organize and bargain collectively with the Employer, to promote harmonious and cooperative relationships between the Employer and City of Santa Fe employees and to protect the public interest by assuring, at all times, that they will make every effort to administer this Agreement in accordance with the true intent of its terms and provisions.

**ARTICLE 2            PREAMBLE AND PURPOSE**

- A.     The Union and Employer recognize the mission, goals and obligations of the City of Santa Fe as a provider of services to the citizens of the City of Santa Fe through its employees. The best possible services and programs will be provided consistent with available resources. The Employer and the Union agree to uphold the well being and care of the citizens of Santa Fe.
  
- B.     The Employer and Union recognize that 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 and respect. To ensure that this relationship continues and improves, the Employer and Union, and their respective representatives at all levels, will apply the terms of this Agreement fairly in accord with its intent and meaning, and consistent with the Union’s status as exclusive bargaining representative of all employees in the bargaining unit. The parties shall bring to the attention of all employees in the bargaining unit (including new hires) their purpose to conduct themselves in a spirit of responsibility and respect.
  
- C.     The purpose of this Agreement is to establish reasonable terms and conditions of employment for employees covered herein and a means of amicable and equitable adjustment of any and all differences or grievances, which may arise under the provisions of this Agreement. All of the parties hereto believe and affirm that this Agreement will ensure the welfare and benefit of the people of the City of Santa Fe.

**ARTICLE 3            RECOGNITION**

Section 1        General

The Employer recognizes, pursuant to the Public Employee Bargaining Act (PEBA) that the Union is the sole and exclusive representative in all matters establishing and pertaining to all terms and conditions of employment including but not limited to wages, hours, and working conditions for all employees in the bargaining unit occupational groups identified in this Agreement.

## Section 2 Bargaining Unit Information

Whenever requested, but not more frequent than once per pay period, the Human Resources Department shall furnish the Union with the following bargaining unit information in the appropriate medium:

- Names;
- Departments, division, section, or unit, whichever is applicable;
- Addresses;
- Dates of hire;
- Classification;
- Employee numbers;
- Titles;
- Salary data; and
- Breakdown of the total number of bargaining unit employees in each insurance program.

Any electronic media provided to the Union shall be returned to the Human Resources Department by the Union within fourteen (14) calendar days. Such information shall not be copied to any computer or other computer medium, which is not owned by the Union's Executive Board.

The information provided shall be kept confidential by the Union, and shall only be used for the purpose of administering this Agreement.

## Section 3 Accretion

New groups of employees hired with the same or similar job classification(s) and/or job duties of those employees within the bargaining unit shall be placed in the bargaining unit as approved by the Labor Management Committee. If an agreement cannot be reached by the Labor Management Committee, the Union President and the Human Resources Department Director shall attempt to reach a mutual agreement. In the event that an agreement is not reached, either the Employer or Union may file a petition with the Public Employees Labor Relations Board for resolution.

## Section 4 Privatization and Contracting Out

- A. The Employer shall make every effort to utilize its employees to perform all work. However, the Employer and the Union President shall address the topic of contract workers that supplement, but not replace, bargaining unit employees with contracted workers.
- B. Generally, the Employer's intent to utilize contract workers will be for projects not to exceed twelve (12) months, when the Employer demonstrates that:
  - The expertise is not available within the City's work force and cannot be accomplished by training the City's work force in a reasonable time frame; or
  - The contract will result in cost savings to the City and/or the workload exceeds the present work force capacity/capability.

- C. The Employer shall notify the Union in writing at least thirty (30) calendar days in advance of the use of contract workers or to extend the use of contract workers beyond twelve (12) months.

#### **ARTICLE 4 PRINTING AND DISTRIBUTION**

- A. A bound document and index containing the entire text of this Agreement shall be printed by the Employer within thirty (30) calendar days following approval by the Governing Body. Consistent with the Americans with Disabilities Act (ADA), the parties shall make reasonable accommodations where needed for persons with disabilities. The entire text of this Agreement, including any Memorandum of Understanding (MOU), amendment(s) and/or appendix associated with this Agreement, shall be posted on the Employer's intranet. The Employer and Union shall equally share the cost of printing and binding this Agreement for all bargaining unit employees, including all special and subsequent printings.
- B. The first full pay period following the printing of the Agreement, the Employer and Union shall ensure distribution to bargaining unit members and management through the division offices.
- C. In the event an MOU (Memorandum of Understanding), amendment(s) and/or appendix (as defined in Article 35, Section 2, of this Agreement) is approved, copies shall be made available and distributed by the Human Resources Department.

#### **ARTICLE 5 UNION RIGHTS**

##### **Section 1 Non-Interference**

- A. The parties acknowledge that each is free to conduct its affairs and business in the manner which each respectively believes to be in its own best interest subject to the provisions of this Agreement. The parties agree that neither shall interfere with the internal affairs of the officials or representatives of the other in the conduct of their internal business affairs and other matters not involving collective bargaining. However, nothing contained herein shall bar parties or their members from petitioning their elected political representatives, or fully and actively participating in the political process. The Union shall have the same or similar rights granted to other similarly situated organizations that have a relationship with the Employer.
- B. Further, in accordance with the Public Employees Bargaining Act (PEBA), employees may form, join or assist the Union for the purpose of collective bargaining through representatives chosen by employees without interference, restraint or coercion. The Union shall have the exclusive right to elect or appoint as many Union staff, officials and/or stewards it feels are necessary in order to assure that employees of the bargaining unit have union representation at any of the Employer's departments and work sites including, but not limited to, at least one (1) steward and alternate steward to represent each of the bargaining units at every work site. The Union shall share with the Employer a current list of Union officials.

##### **Section 2 Union/City Business**

- A. Union representatives shall be afforded time with pay for attending official meetings with the Employer during the employee's normal working hours. For any given grievance or disciplinary meeting, employees are entitled to representation as provided in Article 9, Section 2. Union

representatives shall be permitted to attend with pay. For meetings that require the attendance of the City Manager, both parties shall be allowed an equal number of representatives. Union/City business, as outlined above, shall be documented on payroll time sheets and on leave request (P-30) forms as union administrative leave. Union representatives shall also provide reasonable notice to their supervisors prior to leaving their work sites for Union/City business. A leave request (P-30) form will be submitted prior to leaving the work site, if possible, or at the earliest convenience upon returning to the work site.

- B. Bargaining unit employees who are appointed to the Union's negotiating team shall be granted leave with pay during their normal working hours to participate in the negotiations. Upon mutual agreement with the Employer, Union negotiating team members shall be granted leave with pay during their normal working hours for caucuses that exceed one-half (1/2) hour when such time is used for the purpose of preparing for and drafting proposed contract language for negotiations. Should the process exceed the employees' regular working hours, the Employer shall compensate the affected employees at the rate of one (1) hour for each hour worked over such hours.

### Section 3 Union Business

- A. The Employer shall afford the Union's six (6) Chief Stewards up to five (5) hours of union administrative leave per week with pay during normally scheduled work hours to resolve or work on grievances and disciplinary issues. Further, the Employer will not unreasonably deny requests for annual leave, compensatory time and/or leave without pay to enable union representatives to conduct union business during the normal workday. Union representatives, however, shall provide reasonable notice to their supervisors prior to leaving their work sites. Upon mutual agreement with the Employer, Chief Stewards and Stewards may receive additional union administrative leave for the purpose of investigating grievances.
- B. Subject to staffing requirements needed to deliver services to the public, the Employer will grant leave without pay up to a maximum of two-hundred forty (240) work hours per calendar year for Executive Board Members and one hundred-sixty (160) work hours per calendar year for all other Union Officers to conduct Union business. Requests for leave without pay will be made on a leave request (P-30) form.
- C. The Union President shall be afforded up to twenty (20) hours, the Vice President shall be afforded up to twelve (12) hours, and the Secretary Treasurer shall be afforded up to four (4) hours of union administrative leave per week during normally scheduled work hours to meet with bargaining unit members and to conduct any activities he/she believes are in the best interest of administering this Agreement. The Union President, Vice President and Secretary Treasurer shall request such leave on the appropriate leave request (P-30) form and shall provide reasonable prior notice to their immediate supervisors. Request for union administrative leave beyond the hours authorized by this section shall require the prior approval of the division or department director or his/her designee. Union administrative leave cannot be accrued for future use.

### Section 4 Union Rights

- A. The Union has the exclusive right to elect or appoint the Union staff, officials and stewards as it feels are necessary to carry out its responsibilities and obligations. A listing of the Union's staff, officials and stewards will be provided to the City Manager on a monthly basis.

- B. The Union will be allowed access to City facilities and communication with bargaining unit employees as follows:
1. For the purpose of the administration of this Agreement, Union representatives shall have reasonable access to bargaining unit employees, subject to Sections 2 and 3 of this Article and with advance notice to the supervisor. Such access should not interfere with the work of employees.
  2. Union officials may request to use City conference rooms and meeting facilities for union meetings, subject to advance scheduling and availability.
  3. The City will identify a space approximately 4' by 4' at work sites around the City where the Union may place information on bulletin boards. These bulletin boards may be used for posting of Union official notices and literature. The Employer and employees shall not tamper with information posted on these bulletin boards.
  4. City vehicles shall not be used for union business unless requested by management or unless the employee is on call and assigned a city vehicle.
  5. City equipment and supplies may be used for Union/City business by mutual agreement.
  6. The City's intra-departmental mail system and Internet e-mail system may be used by Union officers only, for notification of Union meetings, bulletins regarding Sick Leave Bank and/or emergencies.
- C. Outside mail and hand-delivered mail marked "personal" or "confidential" and addressed to Union staff, officials, stewards and/or members shall be treated as confidential and shall not be opened by anyone except the addressee.

#### Section 5 New Employee Orientation

The Employer shall notify the Union and allow a Union representative and a trainee to be present at each scheduled, formal new employee orientation meeting. The Employer shall provide a copy of this Agreement in all newly hired employee packets along with a dues deduction authorization form. The Union shall also be afforded up to twenty-five (25) minutes for the purpose of conducting an overview of this Agreement to new employees during regularly scheduled orientation sessions.

## **ARTICLE 6 MANAGEMENT RIGHTS**

It is agreed that, except as expressly modified by the terms of this Agreement, the Employer exclusively retains all rights, including but not limited to:

1. Determine the mission, budget, organization and number of employees allocated by position to meet the minimum staffing levels of each department;
2. Determine qualifications for employment; validate content of examinations; make requests for position audits and reclassifications; and ensure that best practices exist for the recruitment, interviewing and selection of applicants;

3. Direct employees and evaluate their performance based on standards of work established by the Employer;
4. Make assignments, transfer, or retain employees in positions, and make determination of job duties;
5. Provide reasonable rules and regulations governing the conduct of employees;
6. Provide reasonable standards and rules for employees' safety;
7. Determine the location and operation of its facilities;
8. Determine standards for work, hiring, promotion, transfer, assignment and retention of employees in positions;
9. Initiate corrective and/or disciplinary action including, but not limited to, coaching and guidance, written reprimands, suspensions, demotions, alternate forms of discipline, transfers and terminations for just cause pursuant to Article 9 of this Agreement;
10. Determine scheduling and all other actions necessary to carry out the Employer's functions;
11. Relieve an employee from his/her duties because of lack of funds or other legitimate reason;
12. Maintain efficiency of government operations; determine methods, means, equipment and personnel by which the Employer's operations are to be conducted;
13. In cases of an emergency or declared disaster, take such actions as may be necessary to carry out the missions of the Employer that might not implicitly follow all articles in this Agreement; and
14. Act in furtherance of all other duties and responsibilities set forth in the Constitution, federal laws, state statutes, administrative regulations, and executive orders of the Governor, as well as City of Santa Fe Ordinances, and Rules and Regulations.

## **ARTICLE 7                   NON-DISCRIMINATION AND FAIR TREATMENT**

### **Section 1           Compliance With Laws**

Both the Employer and the Union agree to comply with all city, state and federal employment laws, including the Public Employees Bargaining Act (PEBA).

### **Section 2           Non-Discrimination**

The Employer shall not practice nor tolerate discrimination against employees through employment practices including, but not limited to, recruitment, hiring, training, education, reassignment and promotion on the basis of any non-merit factors such as race, color, religion, sex, ancestry, ethnicity, national origin, political affiliation and/or beliefs, age, mental or physical disability, sexual orientation, gender identity, marital or family status, Union activity, or use of a second language other than English.

### Section 3 Prohibited Practices

The Employer agrees that employees shall be protected from discrimination, intimidation, restraint, coercion or retaliation, including involuntary reassignment or changes in working conditions resulting from the filing of a discrimination complaint, grievance, prohibited practices complaint, complaints alleging wrongdoing by the Employer or other employees in the exercise of employees' constitutional rights and any rights or Union activity granted by this Agreement.

## **ARTICLE 8 SENIORITY**

### Section 1 General

Seniority is the length of continuous service as defined below. In the event an employee is re-hired by the City after the employee has been separated from the City due to resignation or lay off for more than twelve (12) consecutive months, the employee will be considered a new hire for seniority purposes according to this Article. Employees rehired within twelve (12) months shall retain their original hire date and their seniority. This provision does not apply to bargaining unit employees who have been terminated.

### Section 2 City Seniority

City seniority is the length of continuous service with the City of Santa Fe.

### Section 3 Division Seniority

Division seniority is the length of continuous service an employee has in his/her current division. Division seniority is broken by reassignment to another division.

### Section 4 Classification Seniority

Classification seniority is the entry date the bargaining unit employee began working in his/her current job classification. Classification seniority is broken by promotion, reassignment, or transfer, to a different job classification.

### Section 5 Identical Hire Dates

Where two (2) or more employees have the same seniority date for determining job rights, the tie shall be broken with seniority based on the highest number of the last four (4) digits of the social security number (the highest number would be 9999, the lowest 0000). A tie will be settled by the toss of a coin.

### Section 6 Military Service

Any employee who leaves City employment, other than employment in a temporary position, to enter the armed forces of the United States, National Guard or organized reserve, and who serves on active duty to complete remaining service in a reserve component, and who is still qualified to perform the duties of the City position previously held, shall be re-employed in such position or to a position of like seniority, status, and pay, as required by the Uniformed Services Employment and Re-employment Rights Act (USERRA 38 U. S. C. 4301-4333)

## ARTICLE 9            CORRECTIVE/DISCIPLINARY PROCESS

### Section 1            Confidentiality

All discipline matters shall be held in strict confidence by the Employer and the Union. Discussions with employees related to performance or behavioral issues shall be conducted in private.

### Section 2            Representation

- A.     At any step of the corrective/disciplinary process, whether it be informal or formal, the employee or Employer may elect to have a representative present. Any bargaining unit member may be a representative for this purpose. It is the responsibility of the employee and the Employer to make arrangements if either wishes representation.
- B.     Employees who do not wish union representation during the disciplinary process shall acknowledge such in writing to the Employer on the Waiver of Union Representation Form, and the Employer shall forward a copy to the Union.
- C.     At any step of the corrective/disciplinary process, should the employee seek legal representation, the Union has no obligation to represent the employee, and any cost associated with this legal representation shall be borne by the employee.

### Section 3            General

- A.     The degree of discipline imposed shall normally be progressive in nature. However, depending on the severity of the infraction, the Employer may choose to impose a more severe level of discipline, including dismissal, without first choosing a lesser form of discipline. The level of discipline imposed shall be determined by the Employer based on the severity or reoccurrence of the infraction and will be considered on a case-by-case basis. Because of the serious nature of some infractions, an employee may be placed on paid administrative leave at any point during the investigative or disciplinary process.
- B.     The Employer, Union and/or Employee shall make an effort to hand-deliver any documentation, correspondence or disciplinary action, memos and/or forms, whether informal or formal, as outlined in this Article and shall be considered served immediately upon hand-delivery. In cases where hand-delivery is not possible, (1) such materials shall be mailed priority, certified return receipt requested, and shall be considered served on the date of postmark by the U.S. Postal Service; and (2) a photocopy, addressed to the Union President and/or Vice-President, of the return receipt slip shall be delivered by the Employer to the Union mailbox in the Human Resources Department.
- C.     Counting days - the first day of counting shall be the day after the day of the alleged infraction.
- D.     Failure to meet deadlines herein shall constitute dismissal of proposed actions. This applies to both parties. However, any of the time limits or steps set forth in this article may be extended, waived or otherwise modified by mutual written agreement by the Employer and the Union and/or employee, and the request shall not be denied arbitrarily by either party.



- E. The Human Resources Department or legal representatives may be present at any meeting during the disciplinary process for consultation on behalf of the Employer.
- F. Violations of the City of Santa Fe Drug and Alcohol Testing Policy for DOT covered employees (Rule 16, as amended) and Transit Division employees (Rule 16A, as amended) will be addressed according to the procedures set forth in those policies.
- G. Violations of the City of Santa Fe Reasonable Suspicion Drug and Alcohol Testing Policy will be addressed according to the provisions set forth in Article 12 and 17 of this Agreement.

#### Section 4 Just Cause

Bargaining unit employees are subject to disciplinary action for just cause. The burden to clearly demonstrate just cause rests with the Employer. Examples are outlined below:

1. Violation of or failure to comply with the federal or state constitution, statutes or City ordinances;
2. Careless, negligent or improper use of City property, equipment or funds;
3. Insubordination and/or failure to comply with or accept a reasonable, proper assignment from an authorized supervisor;
4. Inefficiency, incompetence or negligence in the performance of assigned job duties or failure to perform job requirements, or performance which continues to be unsatisfactory;
5. Disorderly conduct or threats or abuse of others;
6. Chronic tardiness or absenteeism;
7. Unauthorized leave or job abandonment;
8. Failure to obtain or maintain a current license or certificate required as a condition of employment;
9. Intentional falsification or mishandling of City records;
10. Unauthorized or illegal use, sale or possession of alcohol or illegal drugs, or being under the influence of such substances while on duty;
11. Harassment, intimidation and discriminatory behavior towards any person because of race, religion, gender, sexual orientation, gender identity, age, national origin, and disability;
12. Stealing from the City or other employees; or
13. Action which reflects poorly upon the integrity of the City of Santa Fe.

#### Section 5 Informal Discipline

- A. Supervisors shall use informal coaching and guidance sessions whenever appropriate, as a way of communicating their concerns to employees. The purpose of these informal sessions is to allow supervisors the opportunity to discuss what is unacceptable about the employee's performance or behavior. The goal of these discussions is to ensure the employee understands the issue and what he/she needs to do to correct identified infractions. At the informal and coaching stage, employees are encouraged to meet one on one with their Supervisor. Since these informal discussions are not part of the formal disciplinary process, documentation of the meeting shall not be placed in the employee's official Human Resources file, nor is the red Disciplinary/Corrective Action Form used. However, the supervisor may retain a dated record of what was discussed during these sessions.

## B. Written Reprimands

1. A written reprimand is a written memorandum that documents infractions or poor performance by an employee. The Employer is not required to give the employee prior notification of a written reprimand, however shall offer Union representation first, per Section 2.
2. A written reprimand is not a formal disciplinary action. Therefore, it is not subject to Sections 6 and 7 of this Article. However, a written reprimand may be used as a basis for progressive discipline, within the timeframes discussed in Section 7. Written reprimands cannot be submitted to final and binding arbitration.
3. A written reprimand must be given within seven (7) calendar days from the date of discovery of the alleged infraction.
4. If an official investigation is deemed necessary by the Human Resources Department, the written reprimand must be given within seven (7) calendar days after the completion of the investigation. The employee must be notified of the investigation, unless such notification would jeopardize the confidential nature of the investigation. In the event of an official investigation, the Union President shall be notified by the Human Resources Department in writing of the name of the employee being investigated and his/her department.
5. A written reprimand may be retained in department files, but shall not be placed in the employee's official Human Resources file, unless such written reprimand(s) become an attachment to subsequent formal disciplinary actions.
6. Written reprimands shall be removed from the department file at the end of nine (9) months if there have been no disciplinary actions or other written reprimands imposed on the employee during that time period.

## Section 6 Formal Discipline

The four types of formal discipline are: Suspension, demotion, dismissal, and an alternate form of discipline.

- A suspension is the temporary removal of an employee from his/her work assignment without pay for a period not to exceed thirty (30) calendar days.
- A demotion is a reassignment from a higher paid position to a lower paid position with a reduction in pay of at least 5% but not lower than the minimum of the new pay range. A demotion shall not result in a pay increase to other bargaining unit employees in the newly assigned classification based on City seniority.
- A dismissal is the removal of an employee from his/her employment.
- An alternate form of discipline may be implemented if mutually agreed upon by the Employer, employee and the Union.

A. Notice of Contemplated Action/Pre-Determination Meeting

1. The Employer shall serve an employee with a written Notice of Contemplated Disciplinary Action to initiate an alternate form of discipline, suspension, demotion or dismissal.
  - a. Notice shall be served to the employee within ten (10) calendar days from the date of discovery of the alleged infraction(s).
  - b. If an official investigation is deemed necessary by the Human Resources Department, the Notice of Contemplated Disciplinary Action must be given within ten (10) calendar days after the completion of the investigation. The employee must be notified of the investigation, unless such notification would jeopardize the confidential nature of the investigation.
  - c. In the event of an official investigation, the Union President shall be notified by the Human Resources Department in writing of the name of the employee being investigated and his/her department.
  - d. The Notice of Contemplated Disciplinary Action shall be in writing and shall specify the infractions or violations; evidence or examples of such infractions; the proposed disciplinary action; the date, time and place of the pre-determination meeting; and shall inform the employee of the right to representation.

B. A pre-determination meeting shall be held by the department director or division director not later than ten (10) calendar days from the date of service of the Notice of Contemplated Disciplinary Action. The employee's immediate supervisor shall be encouraged to attend. The pre-determination meeting shall serve as an opportunity for the employee to present his/her side of the alleged infractions(s) or violation(s) and to provide any information that may result in a reduction or dismissal of the proposed disciplinary action.

C. Notice of Action

1. Within seven (7) calendar days after the pre-determination meeting, the department or division director shall serve the employee with a Notice of Action memo (summary of pre-determination meeting and proposed disciplinary action, if any). If disciplinary action is taken, it will include supporting documentation and a red Disciplinary/Corrective Action Form.
2. The red Disciplinary/Corrective Action Form shall state what disciplinary action is being recommended to the City Manager.
3. Disciplinary action shall be final when the City Manager has approved and signed the Disciplinary/Corrective Action Form.

D. Appeal of Disciplinary Action

1. If the employee wishes to appeal the disciplinary action, the employee shall submit a written appeal to the City Manager within seven (7) calendar days from the date the

employee was served with the Notice of Action memo. The written appeal must state the specific reasons why the disciplinary action should not be taken.

2. The City Manager has seven (7) calendar days from the receipt of the employee's written request to consider the appeal and respond in writing to affirm, modify or reject the disciplinary action. The City Manager, at his/her discretion, may also within this time period request a meeting with the Union and the employee to discuss the appeal and its settlement.
3. If the appeal of the disciplinary action is not satisfactorily resolved at the City Manager level, it may be submitted to final and binding arbitration, as per Article 11, Section 6, by the Union (not by the individual employee) within thirty (30) calendar days from the date of service of the City Manager's response.
4. If no appeal is requested, the disciplinary action shall be final when the Human Resources Director and the City Manager have approved and signed the Disciplinary/Corrective Action Form.

#### Section 7 Removal of Disciplinary Action Forms from Human Resources File

- A. Upon the order of an arbitrator or judge of competent jurisdiction, Disciplinary/Corrective Action Forms and relevant documentation may be removed from an employee's official Human Resources file prior to the time frames outlined below.
- B. An employee may request the removal of the red Disciplinary/Corrective Action Form(s) and other relevant documentation from his/her department file in accordance with Article 13, and from the employee's official Human Resources file upon written request to the Human Resources Director. If there are no subsequent disciplinary actions in the employee's file, the form(s) and other relevant documentation shall be removed within seven (7) calendar days of service of the written request according to the following time frames:
  1. Alternative discipline: 12 months
  2. Suspension: 12 months
    - If a subsequent suspension occurs within twelve (12) months of the first suspension, both will remain for a period of twenty-four (24) months from the date of the second suspension.
  3. Demotions: 30 months

#### ARTICLE 10 MEDIATION

- A. Mediation is a confidential and voluntary process in which an impartial person(s) helps individuals or groups to discuss and negotiate resolutions to conflicts or disagreements in the workplace. The Employer, the Union or an employee(s) may request mediation as a way to resolve workplace disputes. Before mediation begins, all parties must be willing to engage in this process.
- B. Any mediation provided shall be funded by the Employer.

- C. Mediation may precede, but is not considered a part of the formal grievance process. If mediation fails to resolve conflicts or disagreements in the workplace, the Union or the employee(s) may elect to utilize the grievance process in accordance with the provision set forth in this Agreement.
- D. Any City mediation services contractor shall conduct annual training sessions for City supervisors and AFSCME Local 3999 officers and stewards, pertaining to the advantages and approaches to using mediation to resolve workplace conflicts or disputes. An alternate provider may be substituted if mutually agreed upon by the Employer and Union.

## **ARTICLE 11            GRIEVANCE AND ARBITRATION**

### **Section 1            Grievance**

- A. A "grievance" is an allegation made by the Union against the Employer that a violation, misapplication or misinterpretation of any provision of this Agreement has occurred. A bargaining unit member can not file a grievance against another bargaining unit member.
- B. The Union may file grievances on its own behalf, or on behalf of an employee or group of employees covered by this Agreement.
- C. An individual employee may file a grievance under the provisions of this article and have it adjusted without the intervention of the Union as long as:
  - 1. The adjustment is consistent with the terms of this Agreement;
  - 2. At any hearing or meeting on a grievance brought forward by an individual employee, and who has not requested the intervention of the Union, the Union shall still be afforded the opportunity to be present and make its views known;
  - 3. At any step of the grievance process, should the employee seek legal representation, the Union has no obligation to represent the employee, and any cost associated with this legal representation shall be borne by the employee; and
  - 4. An individual employee may not invoke arbitration under this article.
- D. Before filing a formal grievance under the procedures established in this Article, employees are encouraged to try and resolve any issues with their immediate supervisor and if not, with their next level manager.
- E. Grievances initiated by an employee or by the Union shall be filed within ten (10) calendar days of the day after the grievant was aware, or reasonably could have become aware, of the provision in the Agreement that allegedly was being violated.
- F. The Employer, Union, and/or employee shall make an effort to hand deliver any grievance documentation, correspondence, memos and/or forms as outlined in this article and shall be considered served immediately upon hand delivery. In cases where hand-delivery is not possible, such materials shall be mailed priority, certified return receipt requested, and shall be considered served on the date of postmark by the U.S. Postal Service.

## Section 2 Steps in the Grievance Procedure

- A. All steps in the formal grievance process must be documented in writing via an Official Grievance Form. Employees and/or the Union must submit grievances in writing that include the specific details of what provision(s) in the Agreement was violated, and how and when it was violated.
- B. The Official Grievance Form shall include the following information:
1. The employee's name, job title and work site;
  2. The name, address and telephone number of the Union representative, if any;
  3. The article(s) of the Agreement alleged to have been violated;
  4. The date of the violation;
  5. How the violation occurred: The grievant shall provide a detailed description of all the event(s) that resulted in specific violation and all the persons responsible for the violation;
  6. The relief requested;
  7. Any attempt(s) the grievant or Union made to resolve the matter with the immediate supervisor and/or with their next level manager; and
  8. The signature of the grievant or of the Union representative.
    - The President or Vice President shall sign off on the Official Grievance Form to assure the form is complete and that the grievance is justified.
- C. Grievance relief actions agreed upon by the parties at any of the steps listed below shall be binding.

## Section 3 Step 1: Section Manager Level

- The Union or grievant shall meet with the section manager to attempt to resolve the matter within ten (10) calendar days of the day after receipt of the Official Grievance, unless the section manager is the person the grievance is against, or if the employee does not have a section manager. In that case the Union and division director shall meet within ten (10) calendar days of the day after receipt of the Official Grievance to attempt to resolve the matter. The Human Resources Department shall participate at this meeting if requested by either the Union or the Employer.
- The section manager or division director, whomever met with the Union, shall within ten (10) calendar days of the day after the meeting, write a response to the grievant explaining the resolve or response to the allegations specified in the grievance.

## Section 4 Step 2: Division Director Level

- If there was a section manager meeting and section manager response per Section 3, and the grievance is not satisfactorily resolved at the section manager level, the Official Grievance shall be submitted to the division director. The division director shall respond in writing within ten (10) calendar days of the day

after receipt of the written grievance and may within this time period, request a meeting with the grievant and/or the Union to discuss the grievance and its settlement.

- If a satisfactory solution is not reached the Official Grievance shall be filed with the department director within seven (7) calendar days of the day after the grievant's receipt of the division director's written response.

#### Section 5 Step 3: Department Director Level

- If the grievance is not satisfactorily resolved at the division director level, the Official Grievance shall be submitted to the department director. The department director shall respond in writing within ten (10) calendar days of the day after receipt of the written grievance and may, within this time period, request a meeting with the grievant and/or the Union to discuss the grievance and its settlement.
- If the grievance is not satisfactorily resolved at this level, the grievance shall be submitted to Step 4 by filing with the City Manager within seven (7) calendar days of the day after receipt of the written response by the department director.

#### Section 6 Step 4: City Manager Level

- If the grievance is not satisfactorily resolved at Step 3, the department director level, the grievant and/or Union shall submit the Official Grievance to the City Manager within seven (7) calendar days of the day after receipt of the department director's written response. The City Manager shall respond in writing to the grievant and/or Union within ten (10) calendar days of the day after receipt of the Official Grievance and may within this time period, request a meeting with the grievant and/or Union to discuss the grievance and its settlement.
- If the grievance is not satisfactorily resolved at this level, the Official Grievance, if it meets the definition of a Prohibited Practice, may be submitted to the Public Employees Labor Relations Board by the Union, but not by the individual grievant, within fifteen (15) calendar days after receipt of the City Manager's written response. The Official Grievance may also be submitted to final and binding arbitration by the Union, but not by the individual grievant, within thirty (30) calendar days after receipt of the City Manager's written response.

#### Section 7 Arbitration

- A. Within fourteen (14) calendar days of the written demand for arbitration, the Union shall make a request from a panel of seven (7) 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.
- B. Within fourteen (14) calendar days of the receipt of a list of arbitrators, the parties will confer to select the arbitrator. The selection shall be made by the Union and the Employer alternately

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

- C. 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 these terms of the Agreement, but may give appropriate interpretation or application to such terms and provide appropriate relief.
  - The arbitrator shall not have 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 (1/2) of the arbitrator's fees and expenses.
  - The arbitrator's decision shall be final and binding on the parties.
  - In arbitration cases challenging a disciplinary action, the Employer shall have the burden of proof not less than by a preponderance of the evidence. In arbitration cases where the Union alleges a contractual violation or dispute over a working condition, the Union shall have the burden of proof.

#### Section 8      Miscellaneous

- A. Tape recorders or other electronic 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.
- 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. If at any step of the grievance procedure the Employer fails to respond within the designated time limits, the grievance shall be automatically forwarded to the next level.
- D. Any grievance shall be considered as settled on the basis of the last answer of the Employer if not appealed to the next step or arbitration within the time limitations set forth herein.
- E. 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.
- F. 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.
- G. 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.



- H. The arbitration procedure set forth in this article shall not apply to events which occur before the effective date of this Agreement.

## **ARTICLE 12 DRUG AND ALCOHOL TESTING**

### **A. CDL Drug and Alcohol Testing**

The provisions of Rule 16 and Rule 16A, as may be amended, of the City of Santa Fe Personnel Rules and Regulations are hereby incorporated. The positions of Swim Instructor and Swim Pool Lifeguard are deemed safety sensitive and shall be subject to random drug and alcohol testing in accordance with Rule 16A. Rule 16A will apply to Swim Instructors and Swim Pool Lifeguards.

### **B. Reasonable Suspicion Drug and Alcohol Testing Policy**

The provisions of the City's Reasonable Suspicion Drug and Alcohol Testing Policy are hereby incorporated.

### **C. Reasonable Suspicion Training**

The Employer agrees to provide reasonable suspicion training for the Union President, Vice President and Chief Stewards on an annual basis.

### **D. Reasonable Suspicion Notification**

The Union President, Vice President or one of the Chief Stewards will assist in evaluating bargaining unit employees suspected of being under the influence of drugs and/or alcohol during working hours. The Union representative must arrive within sixty (60) minutes of notification from the Risk and Safety Division. If the Union representative does not arrive within 60 minutes, the evaluation will proceed. The Reasonable Suspicion determination will be made primarily by the notifying supervisor and the Union representative present. If there is a disagreement in this determination, a designated member of the Risk Management and Safety Division shall provide the majority ruling.

### **E. Certifications and Documentation of Drug and Alcohol Testing**

- a. The employer shall provide copies of certifications and documentation from the approved testing laboratory to the Union President a minimum of twice annually in January and July, and as changes occur, including but not limited to:

- Testing equipment
- Testing technicians
- Federal laboratory certifications

## **ARTICLE 13 HUMAN RESOURCES RECORDS**

- A. The employee's official Human Resources file shall be located in and maintained by the Human Resources Department. An employee or their designee, as authorized in writing by the

employee, shall have the right to inspect and copy any portion of this file. These files are public record subject to the provisions of the Public Records Inspections Act.

- B. Employees may submit written rebuttal to any material placed in their records and may request in writing to the Human Resources Department Director the removal of any material that, in the opinion of the employee, is unwarranted, inaccurate, irrelevant, untimely and incomplete. Except for the above, this file shall not be purged except as provided in Article 9, Section 7, of this Agreement.
- C. The Employer shall not add any documents to this file without prior notification to the employee.

The employee may request in writing to the Human Resources Director the addition of any documentation he/she deems relevant to his/her Human Resources file. The Human Resources Director shall determine whether such information is appropriate for the employee's Human Resources file.

#### **ARTICLE 14            TRAINING AND TUITION ASSISTANCE**

- A. Purpose: To assist employees to obtain new skills to remain competitive in our society and, in turn, to use those skills to support the City of Santa Fe.
- B. The City of Santa Fe shall provide tuition and training assistance programs for bargaining unit employees. Through these programs, employees may choose to pursue training or course work that will permit job or career advancement with the City of Santa Fe. When sufficient budget is available, the Employer shall approve and pay tuition and training expenses in accordance with Policy 2500-6-1 (Training Assistance Policy) and Policy 2500-6-2 (Tuition Assistance Policy).
- C. The Human Resources Department shall promote educational and training opportunities when they become available.
- D. If a decision is made by the Human Resources Department to deny the employee and the employee wishes to appeal the decision, the employee shall submit a written appeal to the City Manager within five (5) working days from the date of response from the Human Resources Department.
- E. The City Manager shall review the appeal and respond in writing to affirm or reject the decision within five (5) working days and may, within this time period, request a meeting with the Union and the employee to resolve the appeal. The City Manager's decision is final.

#### **ARTICLE 15            SCHEDULING AND STAFFING**

##### **Section 1            Work Week**

- A. A normal workweek for a full-time employee is defined as a calendar week beginning at 12:01 a.m. Saturday and ending 12:00 midnight the following Friday. The normal workweek shall consist of forty (40) work hours, eight (8) hours per day in accordance with Section 3, of this Article, with two (2) consecutive days off.

- B. Non-standard workweeks may exist at work sites that are required to operate six (6) or seven (7) consecutive days. Additionally, non-standard work hours such as four (4) - ten (10) hour workdays per workweek may be approved.
- C. Normal work shifts for FLSA covered employees shall not be split into two (2) or more segments, unless the Union and Employer agree upon such shifts. Lunch periods do not create a split.
- D. With the exception of Paragraph (B), this Section does not apply to employees in the Transit Division. The work schedules of Transit Division employees shall be reviewed as needed by the Employer and the Union.

## Section 2 Flextime

- A. Employees may request schedules that deviate from a work site's normal work schedule. Such requests shall include the justification (e.g., traffic congestion, physical fitness, Mentorship Leave Policy etc.), be in writing on a prescribed form, and must be submitted to his/her immediate supervisor for consideration.
- B. The immediate supervisor will recommend approval or denial of flextime requests to the Department Director. The request will be approved or denied within seven (7) calendar days, at their discretion. Consideration of a flextime schedule request shall be made on a first-come, first-considered basis. In the event of a scheduling conflict, when all other factors are equal, classification seniority shall be the determining factor.
- C. If a flextime schedule is approved, the employee shall make-up the work time within the same workweek. If the request is denied, the Employer shall provide the employee with a written explanation within seven (7) calendar days.
- D. Approved flextime schedules are subject to periodic review by the Employer and existing schedules may be canceled by providing employees with a seven (7) calendar day advance written notice. In the case of emergencies and with agreement from the Union, flextime schedules may be modified without providing the seven (7) day notice period.

## Section 3 Scheduling and Breaks

- A. The Employer shall prepare employees' regular work schedules for posting at each work site at least seven (7) calendar days in advance of the beginning of a changed schedule, except in emergency situations. Changes to posted work schedules may be made to meet the operational needs of City government, but will not be made arbitrarily. Employees are not obligated to begin new work schedules until seven (7) calendar days after notification. In cases of emergency, the Employer may extend or change an employee's work schedule. Required overtime work is not considered to be a schedule change. The employer shall not arbitrarily adjust or alter an employee's work schedule just to avoid paying overtime.
- B. The Employer shall provide full-time employees with an unrestricted lunch break lasting between a 1/2 hour to one (1) hour, and two (2) - fifteen (15) minute breaks during a normal workday. Time off for lunch and break periods are not to be accumulated nor used for the purpose of beginning the workday late or completing the workday early. Employees on less than full-time status will receive an unrestricted lunch break lasting between a 1/2 hour to one (1) hour, and one (1)- fifteen (15) minute break for every four (4) hours worked. Any restriction

of lunch breaks by the Employer shall be considered hours worked, and the Employer shall compensate the employee(s) accordingly. With mutual agreement between the employee and the Employer, an employee may forego lunch breaks.

- C. The two (2) formal fifteen (15) minute breaks specified in Paragraph (B) of this Section do not apply to Transit Operators.
- D. Employees in the Transit Division who work a split shift will receive \$35.00 per pay period.
  - 1. A split shift is defined as a shift with a break longer than two (2) hours during the work shift.
  - 2. Employees must work four (4) or more split shifts per pay period to qualify for the split shift differential.

#### Section 4 Shift Bidding

The employer retains the right to determine scheduling needs based on the coverage, delivery of service requirements, and expertise needed to deliver quality service to the public. When multiple shifts are necessary, employees shall be offered shift bidding from the classification seniority list as long as coverage and expertise are not compromised. A shift bid shall occur a minimum of once every twelve (12) months, with the most senior employee on the list being offered the first shift selection. All subsequent employees on the list shall be offered a shift selection until all employees on the list have selected a shift.

#### Section 5 Job Sharing

Job sharing of one (1) position by two (2) employees may be considered by the Employer on a case-by-case basis. Employees requesting to share a position shall make such requests in writing to the immediate supervisor and division director.

### **ARTICLE 16 LABOR MANAGEMENT COMMITTEE**

- A. The parties shall establish a Labor Management Committee (LMC) which shall be a standing committee for the duration of this Agreement.
- B. The LMC shall meet on an as-needed basis, but not less than quarterly, at a mutually agreed upon time and place on paid status for all members.
- C. The Union President and the Human Resources Director shall be members of the LMC and will appoint three (3) additional members from each negotiating team.
- D. The LMC shall be free to address any topic of mutual interest or concern which affects working conditions of bargaining unit employees or furthers good labor management relations. Any agreement as to the interpretation of any of the terms in this Collective Bargaining Agreement shall be reduced to writing in the form of a Memorandum of Understanding, as set forth in Article 35, Section 2, of this Agreement.
- E. This committee is not empowered to negotiate any revisions or amendments to this Agreement.

## **ARTICLE 17           EMPLOYEE ASSISTANCE PROGRAM**

- A. The Employer shall continue to contract with a qualified Employee Assistance Program (EAP) provider who shall provide free confidential counseling to members of the Union and their immediate family. Specifically, the program shall serve to help Union employees and their immediate family deal with personal and/or work-related problems. The EAP shall be staffed with qualified and licensed professionals. In addition to providing professional assessment and short term counseling, the EAP may, whenever appropriate, serve as a referral source.
- B. The Employer may recommend an employee seek assistance through the EAP. However, if an employee chooses to not follow through with the supervisor's recommendation, it shall not be held against the employee as a condition of employment. Employees may also self-refer when they recognize a need for services provided by the EAP.
- C. Employees who choose to meet with the EAP after a supervisor referral is made, will be granted administrative leave in the amount of two (2) hours for the initial appointment. Subsequent appointments require that the employee use sick or annual leave, compensatory time or leave without pay. Self-referred employees are not afforded administrative leave for the first appointment, but shall use sick or annual leave, compensatory time or leave without pay for the purpose of attending appointments with the EAP.
- D. If the Employer refers an employee to EAP as an alternate form of discipline, the employee will be granted up to twelve (12) hours administrative leave to attend counseling services as agreed upon and defined in Article 9, Section 6.
- E. The EAP may not disclose any information to the Employer related to the employee's use of the program without the employee's written permission, except as provided by city, state and federal law.
- F. These guidelines shall apply, unless otherwise specified in Rule 16 (or 16A), as may be amended, Drug and Alcohol Testing Rule for Federally Mandated Employees, Section 13, and in accordance with the City's Reasonable Suspicion Drug and Alcohol Testing Policy.

## **ARTICLE 18           HEALTH AND SAFETY**

### **Section 1       Health and Safety Standards and Measures**

- A. Employees shall comply with standards, measures and practices as may be prescribed by the Employer and Union in accordance with the City's Safety Manual and other applicable state and federal health and safety regulations to provide safe, sanitary and healthy working conditions.
  - The Employer and Union agree that the safety of all City employees and the public is paramount. Any employee who recognizes unsafe and/or dangerous conditions in the workplace shall notify an appropriate supervisor as soon as possible. In accordance with Article 7 Section 3, employees shall be protected from retaliation for bringing any safety concerns to the attention of their supervisors or the Office of Risk and Safety.
- B. For all employees covered by this Agreement, the Employer shall:

1. Provide safe and healthy working conditions and practices;
2. Provide safe, healthy and clean work sites and grounds;
3. Provide a clean and safe area for employee meal and break periods;
4. Provide and maintain in safe working condition all city owned motor vehicles, tools and equipment;
5. Provide employees with adequate information and routine training on communicable diseases and infestations to which they may have routine exposure; and
6. Respond reasonably to safety concerns brought forth by any employee, as promptly as the circumstances warrant.

Section 2 Personal Protective Equipment (PPE)

- A. The Employer shall identify and provide personal protective equipment (PPE) to employees in field or shop positions, for example, and other areas as required by OSHA or determined by the Health and Safety Committee. OSHA general guidelines for PPE are:
1. Eye/face protection - exposure from flying objects, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation.
  2. Head protection - objects might fall from above and strike them on the head, or employees might bump their heads against fixed objects.
  3. Foot/leg protection - possible falling or rolling objects or from crushing or penetrating materials, work involving exposure to hot substances or corrosive or poisonous materials. Employees required by the Employer to wear safety footwear shall be provided up to two (2) pairs of safety footwear, not to exceed \$200.00 per year.
  4. Hand/arm protection - potential skin absorption of harmful substances, chemical or thermal burns, electrical dangers, bruises, abrasions, cuts, punctures, fractures, amputations. One (1) pair of safety/work gloves per month will be provided for employees who are exposed to these potential dangers.
  5. Body protection - temperature extremes, hot splashes from molten metals and other hot liquids, potential impacts from tools, machinery and materials, and hazardous chemicals.
  6. Hearing protection - loudness of noise and the duration of an employee's exposure to the noise.
- B. The employer shall replace worn or damaged PPE, and shall train employees in the proper care and use of PPE.
- C. Employees shall properly wear any required PPE, shall attend PPE training sessions when offered, shall care for, clean and maintain PPE, and shall inform their supervisor of the need to repair or replace any worn or damaged PPE.

Section 3 Health and Safety Committee

- A. The parties shall establish a standing Health and Safety Committee (HSC) for the duration of this Agreement. The Union shall appoint six (6) members to the HSC. The Risk and Safety Manager shall appoint six (6) management members. The HSC shall meet on an as-needed

basis, however not less than monthly unless mutually agreed upon. Both parties shall limit attendance at all HSC meetings to five (5) members each. Union members shall attend on paid status. The HSC shall be free to address any topic of Health and Safety concern which affects working conditions of bargaining unit employees or furthers good safety practices. The HSC is empowered to and shall:

1. Recommend safety and health standards specific to each department's operations, and employee training for each department;
  2. Review, determine, and recommend which PPE shall be required, based on job function assessments performed by the Office of Risk and Safety and the Union, specific to each division's work operations.
  3. Review and make recommendations on a draft PPE Policy developed by the Office of Risk and Safety.
  4. Review department loss control information to ensure adequate measures are being taken to prevent recurrence of the same or similar losses; and
  5. Establish guidelines designed to minimize employee risk of violence, injury or abuse while on the job.
- B. All recommendations developed by the HSC shall be referred to the Risk and Safety Manager for final determination and implementation.

#### Section 4 Emergency Transportation

An employee who suffers an on-the-job injury or illness and requires immediate emergency care, shall be transported to a treatment facility at the Employer's expense.

#### Section 5 Reimbursement for Property Loss

- A. If the Employer requests that an employee use his/her personal property to perform his/her regular job duties, and the employee's property is damaged as a result, the Employer shall arrange for its repair or replacement on a case-by-case basis.
- B. The Employer shall not require an employee to use his/her personal vehicle for City business. However, employees may voluntarily use their personal vehicles in compliance with Policy 62103-7-3 (City Vehicle Policy).

#### Section 6 Critical Incident Stress Debriefing

The Employer shall provide appropriate and adequate Critical Incident Stress Debriefing (CISD) to employees, as needed. CISD is to be used for critical job-related incidents including, but not limited to, mass casualty, work peer suicide, serious work injury, and/or work-related death of a co-worker. Such CISD shall include, when appropriate, initial debriefing, individual and group therapy/counseling and/or follow-up. All debriefings and other CISD sessions shall be strictly confidential. Where Workers Compensation benefits are available for an employee injury, this Section, if otherwise applicable, may be used to provide reasonable supplemental treatment not provided by Workers Compensation.

Section 7 Modified Work Assignments

- A. Taking into account department budget, administrative restrictions and work availability, the Employer 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.
- B. An employee requesting an early return to work in a modified duty assignment may request such assignment for a period of time specified by the health care provider in his/her medical certifications, but not to exceed six (6) months. Any medical documentation requested by the Employer shall be confidential, with access restricted to the Employer's medical consultant, and shall be provided only with the employee's written consent.
- C. An employee who returns to work on a modified work assignment shall be paid no less than the employee's last salary. In implementing this provision, the Employer will give preference for modified work assignments to workers injured on the job.
- D. Any modified work assignments will comply with applicable federal, state and local laws and regulations including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act and the State of New Mexico Workers Compensation Act.

**ARTICLE 19 FURLOUGH, LAYOFF AND RECALL**

Section 1 General

- A. Upon determination by the Employer that a furlough or layoff of bargaining unit employees is deemed necessary, the Employer shall prepare and submit to the Union a detailed plan justifying the need for the furlough or layoff including all pertinent documents, including budgets, reports and any other materials used in its determination.
- B. A furlough is a temporary reduction of an employee's work hours within a workweek due to lack of funds. In the event of a furlough, full-time bargaining unit employees' hours shall not be reduced below twenty-four (24) hours. A furlough shall not exceed six (6) months.
- C. A layoff, or reduction in force, is the elimination of a position or positions on a temporary or permanent basis because of a shortage of work or funds.
- D. Management positions shall also be considered when devising such a plan for a furlough or layoff.
- E. Prior to any furlough or layoff, the City Manager will meet with 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.
- F. Within seven (7) working days of receipt of a notice of furlough or layoff, the Union will develop a list of bargaining unit employees who wish to voluntarily participate in the furlough or layoff. That list will be presented to the City Manager for consideration.



## Section 2 Notice

If a furlough or layoff is implemented, affected employees shall receive a minimum of twenty-eight (28) calendar days advance written notice. However, the Employer will attempt to provide as much advance notice as possible.

## Section 3 Wages and Benefits

Upon layoff, laid-off employees shall be paid in full all due wages, accrued annual leave, longevity administrative leave, accrued personal holiday and compensatory time.

## Section 4 Order of Furlough/Layoff

Employees affected by furlough or layoff will be furloughed/laid-off in inverse order of city seniority by type of appointment in the following order:

1. Emergency
2. Temporary/Seasonal
3. Probationary
4. Term/Grant funded
5. Classified part-time
6. Classified full-time

## Section 5 Recall Rights

- A. Furloughed/laid-off employees shall be recalled to work in the reverse order in which they were furloughed/laid-off.
- B. Laid-off employees shall have one (1) year recall rights. The employee is required to provide the correct mailing address as a condition of maintaining any recall rights. The employer may not fill any bargaining unit position without first offering the position to qualified laid-off bargaining unit employees in order of city seniority.
- C. The Employer must give notice in writing to laid-off employees of recall opportunities. Recalled employees must give notice of acceptance or refusal of the position within five (5) work days, and if accepted, report for work within two (2) weeks of the date they were notified of the available position. The Employer will have met its recall obligation by sending the recall notice return receipt requested to the last known address provided by the employee to the Human Resources Department.
- D. A laid-off bargaining unit employee may refuse one (1) recall offer. A second refusal of a recall offer will serve as a voluntary resignation and the City will have no further recall or employment obligation to the employee.
- E. After twelve (12) consecutive months on layoff status, the City shall have no further recall or employment obligation to the laid-off employee.

Section 6 Classification Displacement

If a laid-off employee is placed in a lower paying classification as acceptance of a recall opportunity, the employee shall be reassigned to the former classification prior to layoff, upon the first available vacancy in that classification, based upon city seniority.

**ARTICLE 20 FILLING OF VACANCIES**

Section 1 Posting of Vacancies

- A. All vacant classified Union positions shall be advertised for a minimum of ten (10) calendar days. All advertisements will be posted on designated City bulletin boards by the office manager or designee. The Union and the Employer may mutually agree to lower the recruitment period on a case-by-case basis, if the parties mutually agree in writing. Applications will be accepted concurrently from applicants not currently employed by the City of Santa Fe.
- B. The position vacancy posting shall contain the classification of the position, the testing requirement for applicants, the minimum qualifications for the position, the FLSA and Union status; the work location of the vacancy; a description of working conditions; a general description of the position; examples of work; the pay range of the position; the location where applications are to be filed; the opening and closing dates; and the time frames for accepting applications.

Section 2 Selection

- A. Union employees covered by this agreement that have met the qualifications will be placed on the List of Eligible Candidates ranked by code which identifies them as Qualified Union employees separate from other City employees and/or external candidates.

Qualified Union employees holding division and classification seniority shall be identified and ranked in seniority order first by division seniority and second by classification seniority. For purposes of this Section, the classification seniority date is used as a qualifying ranking factor for a position within the classification series held by the qualified Union employee. All qualified Union employees ranked by division and classification seniority will be interviewed. The interview will, among other things, confirm that the employee understands the essential functions and requirements of the position and holds the knowledge, skills and abilities as advertised for the position, has a satisfactory job performance and that there are no performance issues (e.g., excessive tardiness or absenteeism) or work agreements in place. After evaluating the results of the interview process, if a Union candidate is determined to best meet all of the job qualifications, they shall be selected. In the event that there are no qualified Union employees selected for the position, interviews will be conducted amongst the remaining candidates appearing on the List of Eligible Candidates. The Employer will notify the Union prior to opening interviews to non-union candidates.

- B. Qualified Union employees who applied within the time limits and were not selected, after having gone through the interview process, shall be notified verbally and in writing by the hiring supervisor. The Human Resources Department shall notify in writing all unqualified or untimely applicants within seven (7) calendar days of certification of the eligibility list. After

evaluating all candidates, with Union candidates considered first, the candidate who is best qualified for the position shall be selected.

- C. If a bargaining unit employee is offered a promotion to another bargaining unit position and subsequently refuses to accept the position because of the salary, the Employer shall not hire an employee from outside the City at a pay rate higher than what was offered to the bargaining unit employee, unless mutually agreed to in writing by the Union and Employer.

### Section 3 Promotion

A promotion shall be defined as movement of an employee from his/her position to a position of a higher pay grade within the bargaining unit. Promotions may result in a salary increase from five to twenty percent (5% - 20%), or the minimum of the new grade, whichever is greater. However, a promotion shall not result in an hourly pay rate that exceeds the top of the pay grade for the job classification into which the employee is being promoted. This allows the flexibility to maintain consistency of pay with other employees in the same job classification and to address budgetary limitations. Promotional increases shall not create pay inequities based upon city seniority with other bargaining unit employees whose city seniority is higher than the person being promoted in the same classification.

### Section 4 Classification Reduction Without Prejudice

- A. Bargaining unit employees who are promoted and subsequently voluntarily agree to a classification reduction without prejudice shall have their pay reduced to the hourly rate received prior to promotion. Any hourly pay increases they would have received had they not been promoted will be added to their new hourly rate.
- B. Bargaining unit employees who have never been promoted (e.g., hired into their current job classification) and voluntarily agree to a classification reduction without prejudice, shall have their pay reduced from five to twenty percent (5% to 20%), to allow the flexibility to maintain equity of pay with other employees in the same job classification and to address budgetary limitations.

### Section 5 Transfer

- A. At the request of a department director and upon approval of the City Manager, the Employer may transfer an employee from one position, division or department to another position, division or department within the City, provided the following conditions are met:
- The employee meets the minimum qualifications of the new classification;
  - The employee is not being transferred because the Employer has failed to address poor work performance or behavior;
  - The transfer is not being made for arbitrary or unjustified reasons;
  - The Union President is notified within fourteen (14) calendar days prior to the transfer.
- B. Employees who voluntarily transfer from one position to another, or from one division/department to another, shall provide written notice to their current immediate supervisor no less than two (2) weeks in advance, when possible. Transfers will not be

considered effective until the beginning of a new pay period. Employees will retain all accrued annual, sick and personal leave time, and compensatory time.

- C. Lateral transfers from one pay grade to a different bargaining unit position of the same pay grade shall not result in a pay increase.

#### Section 6 Probationary Period

Probationary employees are not covered by this Agreement. The probationary period shall be six (6) consecutive months and may be extended up to three (3) additional months pursuant to the City of Santa Fe Personnel Rules and Regulations.

#### Section 7 Temporary Appointment

- A. Temporary appointments shall be governed by the applicable City of Santa Fe Personnel Rules and Regulations.
- B. If in the event that the Employer deems necessary the extension of a temporary appointment beyond twelve (12) consecutive months, the Employer shall meet with the Union to discuss the conversion of the position from temporary to classified, subject to budgetary constraints and Governing Body approval.
- C. When the Employer and the Union mutually agree that a temporary position shall be classified, the position shall be re-advertised pursuant to Article 20, Sections 1 and 2.

#### Section 8 Emergency Appointment

- A. An emergency appointment is the employment of a person when an emergency condition exists. The circumstances of the emergency hire, and proof that there are no candidates available on a valid list of eligibles, shall be documented by the Employer. The Human Resources Department shall make such documentation available to the Union within ten (10) working days from the date of request.
- B. The duration of an emergency appointment shall not exceed ninety (90) calendar days unless mutually agreed to in writing by both parties.

### ARTICLE 21 LEAVES OF ABSENCE

#### Section 1 General

- A. All requests for leaves of absence, with or without pay, shall be made to the immediate supervisor for approval on forms prescribed by the Employer. All requests shall be submitted in advance of the beginning date of the leave as specifically outlined in this article – except for requests of unanticipated sick leave which shall be submitted for approval at the earliest possible time.
- B. Rule 13 of the Personnel Rules and Regulations shall apply; however, the Employer shall recognize and comply with the exceptions and deviations to Rule 13 as listed in the following sections of this article. Annual and sick leave accruals shall be calculated on a pro-rated basis

based upon hours worked and paid leave status, up to a maximum of eighty (80) work hours per (2) two-week pay period.

## Section 2 Sick Leave

- A. Bargaining unit employees shall accrue and utilize sick leave pursuant to the provisions of the current Rule 13.30 (A)(1), except for 13.30 (A)(2) and (3)(F)(1), and pursuant to Article 21, Section 1, above. To qualify for sick leave buy back, an employee shall have or maintain a minimum balance of four hundred fifty (450) hours at the end of each calendar year.
- B. Sick leave shall be granted for personal medical treatment or illness. Sick leave may also be granted for illness or medical treatment of a member of the employee's immediate family. Immediate family, for this purpose, is defined as the employee's spouse, stepchild, domestic partner, child, parent, stepparent, brother and sister.
- C. The Employer shall require an employee to furnish a physician's statement for sick leave taken for three (3) or more consecutive days and/or a pattern of absenteeism has been established.

## Section 3 Sick Leave Bank Program

- A. Employees may donate annual leave, compensatory time or individually accrued hours of sick leave over two hundred (200) hours pursuant to this Agreement to another bargaining unit employee within the City if a situation arises which forces an employee to use all his/her sick leave, personal leave, compensatory time, administrative leave and annual leave. Eligibility to receive donated leave is based upon Section 3 of this article and the provisions of the Family and Medical Leave Act of 1993.
  - 1. Any donation of leave is strictly voluntary, however, only those employees who donate leave may utilize the Sick Leave Bank.
  - 2. Employees who require use of donated leave must complete and submit their FMLA forms as outlined by the Human Resources Department. Then, they shall request donated leave in writing to the Union. The request will then be forwarded to the Human Resources Department for review of FMLA requirement eligibility and then returned to the Union for Sick Leave Bank approval.
  - 3. Leave donations shall be a minimum of one (1) hour increments.
- B. The Sick Leave Bank Program shall be administered according to this article.
  - 1. Any bargaining unit member, who qualifies for the Family Medical Leave Act, shall be allowed up to four hundred eighty (480) hours per twelve (12) month period from the Sick Leave Bank. Employee(s) must solicit their own hours prior/concurrently to using the Sick Leave Bank, except in catastrophic cases. Neither party may use the City's e-mail system for solicitation. Donated sick leave shall not extend the twelve (12) weeks of leave permitted under the Family Medical Leave Act.
  - 2. Employees who do not meet all criteria to qualify for the Family Medical Leave Act may be approved hours from the Sick Leave Bank on a case-by-case basis approved by the Local Executive Board.

3. It is not the intent of this article to extend FMLA coverage beyond what is provided in the Act. The intent of this article is to simply clarify when a bargaining unit member may be eligible to request hours from the Sick Leave Bank.
4. Eligible employees must exhaust all types of leave before using Sick Leave Bank hours, including:
  - Annual
  - Sick
  - Compensatory
- C. Should an employee voluntarily leave employment with the City of Santa Fe the employee may donate up to two hundred (200) hours of sick leave to AFSCME Local 3999 Sick Leave Bank.

#### Section 4 Annual Leave

- A. Bargaining unit employees shall accrue and utilize annual leave pursuant to the provisions of the current Rule 13.20, and pursuant to Article 21, Section 1, above.
- B. Employees shall make requests for annual leave to their immediate supervisor up to one year in advance and no later than the time proportionate to the amount of leave requested (i.e., if the employee is requesting two (2) weeks of annual leave, the employee shall request it two (2) weeks in advance, etc.). In cases of an emergency, an employee may request an immediate use of annual leave.
- C. Requests for annual leave shall be considered on a first come, first served basis; however, when more than one (1) employee has requested the same annual leave time off at the same time, the supervisor shall select the requesting employee for approval of annual leave based on class seniority.
- D. Supervisors shall approve or deny the employee(s) request for annual leave on the appropriate forms within a reasonable amount of time.

#### Section 5 Administrative Leave

Bargaining unit employees shall receive administrative leave pursuant to the provisions of the current Rule 13.60 (A)(1).

#### Section 6 Voting Leave

- A. In accordance with the provision of Section 01-12-42, NMSA 1978, employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polls.
- B. The Employer shall specify the hours during this period in which the employee may be absent.

- C. These provisions do not apply to any employee whose work day begins more than two (2) hours after the opening of the polls, or ends more than three (3) hours prior to the closing of the polls.
- D. If an employee is found to have abused this leave, the employee shall be subject to disciplinary action.

#### Section 7 Court Leave

- A. When, in accordance to a subpoena, an employee appears as a witness before a federal or state grand jury or court, or before a federal or state agency, the employee shall be entitled to leave with pay for the required period. Fees received as a witness, excluding reimbursement for travel and meals, shall be remitted to the City of Santa Fe Finance Department. In cases where employees are testifying against the City as the plaintiff or such appearances are for personal reasons, employees must use accrued annual, compensatory or personal holiday leave time.
- B. A person shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be remitted to the City of Santa Fe Finance Department.
- C. An employee who is released from jury duty shall report to work upon release. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.
- D. At the employee's option, the hours of jury or court service may be taken as annual leave, provided the employee has sufficient leave available. An employee on annual leave will keep any compensation received from the jury or court service.

#### Section 8 Education Leave

- A. The purpose of such leave is to permit employees to pursue education to attend for-credit courses from an accredited institution of higher learning as well as training courses. This leave is to provide each employee with the ongoing opportunity to receive the education needed to facilitate the development of knowledge, skills and abilities related to his/her growth within the organization. The Employer shall refer to and further comply with Article 14 of this Agreement regarding training and education.
- B. An employee may request up to six (6) hours per week of educational leave for work on degree-related training or classes with pay for class attendance for courses that are scheduled during normal working hours and when approved according to the City of Santa Fe policies on tuition and training assistance. The Employer shall make every reasonable effort to accommodate employees' schedules to allow for training and education.
- C. Alternative class schedules that deviate from only six (6) hours of educational leave per week may be mutually agreed upon by the immediate supervisor and the employee.

#### Section 9 Leave Without Pay (LWOP)

- A. A department director may approve LWOP for up to ten (10) working days upon the written request from the employee. A request by an employee for LWOP in excess of ten (10) working

days must be approved by the department director, Human Resources Director and City Manager.

- B. LWOP, when requested, may be granted only when the department director can assure a position of like status and pay, at the location, upon the return of the person from LWOP.
- C. If the department cannot assure a position in the same location and the employee agrees in writing to waive that requirement, LWOP may be granted.
- D. LWOP may not exceed six (6) months during any twelve (12) month period in the case of a bargaining unit employee.
- E. Employees shall not accrue sick or annual leave while on LWOP.
- F. LWOP will be reported on a Human Resources Action Request Form only if it exceeds ten (10) working days.
- G. Failure to report to work upon the expiration of approved LWOP shall be considered as a voluntary resignation on the part of the employee.
- H. Return from LWOP in excess of ten (10) working days will be reported on a Human Resources Action Request Form.

#### Section 10 Personal Leave Day

- A. Bargaining Unit employees shall be entitled each calendar year to receive one (1) personal leave day charged to personal holiday payroll code. The leave may be used for any purpose the employee wishes.
- B. Personal leave days for full-time employees shall be eight (8) hours each. Personal leave days for part-time employees shall be four (4) hours each. Employees may not divide the personal leave day.
- C. The personal leave day must be taken within the calendar year or it will be forfeited to the AFSCME Sick Leave Bank.
- D. The employee will forfeit their personal leave day to the AFSCME Sick Leave Bank upon separation if not used.

#### Section 11 Military Leave

- A. In accordance with the provisions of pertinent state and federal law, all bargaining unit employees, except those in temporary or emergency status, who are members of organized units of the Army, Air National Guard or Air Force, Coast Guard, Navy or Marine Reserves, shall be given up to fifteen (15) working days military leave with pay annually in addition to other authorized leave when they are ordered to active duty training with such organized units, with proper documentation.
- B. In accordance with the provisions of state and federal law, the Governor as Commander-in-Chief, may grant any employee who is a member of the National Guard military leave with pay,



in addition to that otherwise provided by law, not to exceed fifteen (15) working days per year for periods of active duty, with proper documentation.

#### Section 12 Family Medical Leave (FMLA)

Employees shall be granted family medical leave pursuant to the Family and Medical Leave Act of 1993 (FMLA).

#### Section 13 Parenting Leave for the Birth or Adoption of a Child

Pursuant to FMLA, bargaining unit employees shall be granted parental leave of twelve (12) weeks and the use, at their discretion, of sick leave, annual leave, leave without pay, and/or compensatory time or any combination thereof.

#### Section 14 Injury Leave

- A. The first seven (7) days of absence following an employee's accidental injury arising out of an accident in the course of the employee's employment with the City shall be considered "injury leave" to be paid out of the appropriate department's budget with all the usual deductions made.
- B. After the first seven (7) days of injury, the employee may continue on injury leave at full salary up to but not exceeding six (6) months.
- C. During the period of time mentioned in Paragraph B, the employee will be allowed to accrue sick leave and annual leave at the normal rate, and PERA contributions will be matched "dollar for dollar" while the employee is on injury leave so that full PERA credit will continue.
- D. If the employee will be out more than six (6) months, he/she can petition the Workers Compensation Claims Review Committee who will, on a case-by-case basis, review each case and, if compensation is to be continued, establish compensation at the rates of Workers Compensation (66 2/3%) and injury leave (33 1/3%).
- E. During the period mentioned in Paragraph D, the employee will be allowed to accrue sick leave and annual leave on a prorated basis. PERA will also be paid on a prorated basis.
- F. The employee is encouraged whenever possible to return to "light" or "limited" duty as an incentive toward rehabilitation.

#### Section 15 Bereavement Leave

- A. In the event of a death in the employee's immediate family, employees may request the use of any available leave and/or leave without pay for bereavement and to attend to necessary arrangements. Request for leave without pay are subject to Section 9 of this Article. A copy of a published death notice may be requested (e.g., obituary clipping, news article, Mass card, or funeral program).

- B. Immediate family is defined as a parent, stepparent, legal guardian, grandparent, spouse, child, stepchild, sister, stepsister, brother, stepbrother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephew, aunt, uncle, grandchild and shall include persons living in the employee's household.

Section 16 Mentor Leave

The Employer shall allow bargaining unit employees up to one (1) hour of paid work time per week to participate in a recognized mentorship program as designated by the Human Resources Department.

Section 17 Administrative Leave for Educational Assistance

The Employer shall allow bargaining unit employees up to ten (10) hours of leave per calendar year, charged to administrative leave, for the purpose of participating and assisting a child or teen in school educational activities.

**ARTICLE 22 OVERTIME AND COMPENSATORY TIME**

Section 1 Overtime

The Employer shall compensate FLSA covered bargaining unit employees at the rate of one-and-a-half (1½) times the employee's regular rate of pay for hours worked in excess of forty (40) hours in a workweek. All overtime work requires the supervisor's prior authorization. Paid Holidays, Voting Time, Jury Duty, Administrative Leave, Personal Leave Day, Longevity Day, job related classes and/or necessary training, and actual hours worked are considered as time worked for the purpose of computing overtime compensation. Other forms of paid and unpaid leave are not considered as time worked for overtime purposes. Only FLSA covered employees are eligible for overtime payment.

Section 2 Overtime Scheduling

- A. The parties agree that offering overtime to employees whose classifications qualify them for the work tasks that require overtime is of primary importance. Each division shall maintain and post a division seniority list, by classification and/or job function, in descending order where the most senior employee is listed first.
- B. Employees shall be offered overtime work on a rotational basis from the seniority lists, the first employee on the list being offered overtime first. When an employee works the requested overtime, he/she shall be rotated to the bottom of the 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, then the Employer shall assign overtime on a rotational basis in inverse order of the division seniority list.
- C. Overtime compensation will be given in accordance with the FLSA.
- D. Except in cases of emergencies, supervisors shall provide employees at least seven (7) calendar days advance notice when assigning overtime pursuant to Paragraph B, above. An emergency is defined for this paragraph as a one-time crisis that was unforeseen or unavoidable.

- E. The Employer shall not arbitrarily adjust or alter an employee's work schedule just to avoid paying overtime

### Section 3 Compensatory Time

- A. Compensatory time is defined as time off in lieu of overtime pay. Compensatory time is accrued at the rate of one-and-a-half (1½) times the hours worked in excess of forty (40) hours in a workweek for FLSA non-exempt employees. For FLSA non-exempt employees, compensation is paid as overtime unless the employee elects in writing to receive compensation time in lieu of paid overtime.
- B. Bargaining unit employees who are FLSA exempt shall receive compensation for overtime worked in the form of straight-time compensatory time.
- C. Employees may carry up to a maximum of one hundred (100) hours of compensatory time per calendar year.

### Section 4 Administrative Leave Rest Period

- A. This section shall apply to all bargaining unit employees who are required to work twenty (20) consecutive hours.
- B. An affected employee shall be granted six (6) hours of administrative leave by the Employer immediately following the twenty (20) hour work period.

### Section 5 Overtime Work Rest Period

- A. In the event a supervisor requests an employee to work an additional shift following his/her regular shift, the employee may with supervisor approval request leave to rest prior to the second shift.
- B. Leave used for this situation shall be counted as time worked for overtime purposes.

## **ARTICLE 23 HOLIDAYS**

- A. The following days shall be observed as legal holidays:
  1. New Year's Day
  2. Martin Luther King's Birthday
  3. President's Day (Observed the Friday after Thanksgiving).
  4. Memorial Day
  5. Independence Day (4<sup>th</sup> of July)
  6. Labor Day
  7. Friday afternoon of Santa Fe Fiesta (four [4] hours)
  8. Columbus Day
  9. Armistice Day/Veteran's Day
  10. Thanksgiving Day
  11. Christmas Day

- B. The holidays listed in Paragraph A of this article shall be observed on the days indicated on the Employee Calendar provided by the Human Resources Department and distributed by Payroll in accordance with the provisions of this Agreement.
- C. The Holiday Pay Policy as described in the City's Personnel Rules and Regulations does not apply to bargaining unit employees.
- D. Employees whose day off falls on the observed holiday shall be given comp time to be used at some future day. The comp time given shall be as follows:
  - 1. Eight (8) hours for full-time employees, however, all employees working mandatory shifts shall be compensated at scheduled hours.
  - 2. Four (4) hours for part-time employees, however, all employees working mandatory shifts shall be compensated at scheduled hours.
  - 3. Employees who work on a voluntary flex or non-mandatory shift, will adjust their work to five 8-hour days for that holiday week.
- E. Employees who are required to work on an observed holiday shall be compensated at the rate of two-and-a-half (2½) times their hourly rate including any pay differential.
- F. Employees who work their normally scheduled work day on Christmas Day, New Year's Day, or Independence Day, when such days are not the official observed holiday, shall receive their normal pay (including overtime if applicable) plus accrued administrative leave at the rate of straight time for each hour worked, to be used at a future date.

## ARTICLE 24 UNION SECURITY

### Section 1 Fair Share

- A. While the parties acknowledge that it is the right of each bargaining unit employee to either participate and voluntarily pay membership dues to the exclusive representative or opt out of any and all Union activities, it is also acknowledged that any advance to a bargaining unit employee's wages, benefits and working conditions obtained through this contract has been obtained through the collective bargaining process permitted by law. It is also acknowledged that both parties expend their own funds to implement this collective bargaining process.
- B. After this Agreement has been ratified by vote of the Union members and the Governing Body, the Employer agrees to deduct an amount not to exceed 85% of the membership dues rate, pursuant to Section 2, below, for a fair share payment from non dues-paying bargaining unit employees. The actual percentage amount of the fair share payment shall be presented to the Employer in writing for deduction before January 31st of every year. The fair share payment shall be a percentage of union membership dues which is calculated based upon the applicable United States constitutional law which identifies those expenditures by a labor organization which are permissibly chargeable to all employees covered by the bargaining unit.
- C. The Union shall provide a *Hudson* notice to all fair share bargaining unit employees before January 31st of every year, and a copy provided by the Union President to the Human Resources Department Director.

Section 2 Payroll Deduction

- A. The Employer shall make employee payroll deductions each pay period for:
  - 1. Union membership dues;
  - 2. Fair share payments; and
  - 3. Voluntary PEOPLE deductions. Rule 9.11 under Political Activity, of the City of Santa Fe Personnel Rules and Regulations shall also be adhered to.
- B. All money deducted from wages under this Article shall be remitted to the Union via AFSCME New Mexico Council 18 promptly after the payday covering the pay period of deduction.
- C. Payroll deduction authorizations for Union membership dues in the possession of the Employer on the effective date of this Agreement will be honored. The Employer will honor individual payroll deduction authorization forms received after the effective date of the Agreement. Fair share payments require no authorization forms, but rather notification to the non-dues paying bargaining unit employees of the amount and reason for such payment. The Employer will begin the deduction promptly but in no event, no later than one (1) pay period after receipt of the payroll deduction authorization form from the employee or Union.
- D. The duty of the Employer to honor payroll deduction authorizations shall continue until the expiration of this Agreement or until otherwise approved by the Union and notification in writing has been given to the Employer by a duly authorized officer.

Section 3 Dues Terminations and Reimbursements

- A. Dues deductions may be terminated at the written request of the employee to the Employer and the Union. The revocation form shall be submitted only between November 1, and November 30, of each year to the Human Resources Department and the Union for processing.
- B. The Employer shall immediately terminate dues deductions when an employee is transferred out of the bargaining unit or is separated from the City. In the event that dues/fair share deductions are to be terminated, the Employer shall notify the Union in writing the pay period the termination is to be effective. Notification shall include the names of the employees whose deductions are being terminated, whether they are dues members or fair share and the reason for the termination
- C. If in the event a reimbursement is owed to an employee due to a transfer out of the bargaining unit, the Employer shall request in writing to the Secretary-Treasurer no later than ten (10) working days after the effective date of the transfer, and shall include support documentation indicating the pay periods, amount and reason for reimbursement.

Section 4 Insufficient Earnings & Indemnification Clause

- A. In accordance with the AFSCME Constitution, per capita tax payments increase every year; therefore dues and fair-share deductions are increased accordingly. Beginning the last pay period in December of each calendar year for the duration of this Agreement, the dues/fair-share deductions shall increase by an amount to be set forth in writing by the Union to the Employer from a duly authorized officer.
- B. The increase(s) shall take effect the last pay period in December for the following year.

- C. If an employee has insufficient earnings for the pay period, no payroll deductions will be made for that employee for that pay period.
- D. The Union agrees that it will indemnify, and hold the Employer harmless from and against any claims, actions or proceedings arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. This paragraph D shall not be applicable to those claims alleging a breach by the Employer of its legal duties or obligation under the United States Constitution.

**ARTICLE 25            WASH-UP TIME**

The Employer shall provide a paid fifteen (15) minute period for employees in field, shop and aquatics job classifications of the bargaining unit to wash-up at the completion of their shift.

**ARTICLE 26            CLASSIFICATION AND PAY PLAN**

Section 1            Purpose

- A. The Classification and Pay Plan is intended to be employee-based as well as provide for equitable employee compensation and career growth. The plan shall also establish competitive salaries to allow the City to recruit and retain qualified employees. The expressed objectives for the Classification and Pay Plan for the City of Santa Fe are:
  - 1. To assign appropriate range assignments based on internal equity;
  - 2. To establish entry pay rates that respond to the need to be competitive;
  - 3. To establish the minimum and maximum compensation values for each job; and
  - 4. To provide pay increases which recognize employee growth and experience on the job.
- B. The Classification and Pay Plan shall define pay ranges that allow consistent salary growth for each job classification in order to recognize employee longevity and increased knowledge, skills and abilities.

Section 2            Base Rate Salary Adjustment – Fiscal Year 2014/2015

- A. All bargaining unit employees who are non-probationary as of July 1, 2014 shall receive a salary adjustment of 50 cents (fifty cents) per hour contingent upon confirmation that the cumulative gross receipts taxes (GRT) of FY 13/14 through the second quarter ending December 31, 2013 is \$2 million or greater than the cumulative GRT of FY 12/13 through the second quarter ending December 31, 2012. The pay increase shall be effective for the first full pay period in July 2014.
- B. Upon execution of Section 2A, the minimum and maximum for each range within the Classification and Pay Plan shall be increased by 50 cents (fifty cents) as of July 1, 2014.

Section 3            Base Rate Salary Adjustment – Fiscal Year 2015/2016

Notwithstanding the provisions of Article 37, Section 3 of Article 26 shall be reopened for negotiation prior to FY 2015/2016 to be commenced no later than January 12, 2015.

Section 4 Base Rate Salary Adjustment – Fiscal Year 2016/2017

Notwithstanding the provisions of Article 37, Section 3 of Article 26 shall be reopened for negotiation prior to FY 2016/2017 to be commenced no later than January 12, 2016.

Section 5 Living Wage

Living Wage Increases will be addressed in accordance with the Living Wage Ordinance No. 2003-8 Section 28-1.5 B., as amended.

Section 6 Salary Survey

- A. In order to verify the adequacy of the City pay levels with respect to general employment and economic conditions, the Employer shall conduct a salary survey upon completion of the classification study once every 3 years for implementation in the fourth (4<sup>th</sup>) year. Data obtained in this survey shall include salary ranges (minimum and maximum pay rates) for all classifications within the Classification and Pay Plan.
- B. The Employer and the Union shall meet and review the salary survey and shall mutually agree on implementation of any revision to the Pay Plan.

Section 7 Revising and Creating Classifications; and Reorganizations

When the Employer revises existing classifications, establishes new classifications, or reorganizes, the Employer and Union shall meet within fourteen (14) calendar days prior to implementation and make any necessary provisions relating to:

- The impact of current and newly created job classifications, and salary; and
- Inclusion or exclusion in the bargaining unit.

Section 8 Right to Job Description

The Employer shall provide a written job description to the employee immediately upon hire and upon an employee's request. The Human Resources Department shall provide the Union with a copy of each job description and update when necessary.

Section 9 Temporary Upgrades

- A. Employees shall not be required to perform duties of a higher classification as a regular assignment. However, when a bargaining unit employee is assigned to temporarily work in a higher classification, the Employer shall select a bargaining unit employee based on class seniority in accordance with Article 22, Section 2.B.
- B. The Employer shall compensate bargaining unit employees temporarily assigned to work at a higher classification for periods of five (5) consecutive work days or longer an increase of 10% of their wage to include all differentials and overtime pay at the rate of one-and-a-half (1½) times or the beginning wage of that classification, whichever is greater, for the duration of the reassignment. The Employer shall not alternate employees to avoid paying salary upgrade.

- C. In cases where the immediate supervisor can plan in advance and assign an employee to working out of class prior to it taking effect, the immediate supervisor shall notify the Human Resources Department in writing no less than five (5) working days prior to the effective date of reassignment so that all necessary actions may be processed. Reassignments shall be effective the first day of a pay period. In cases of emergency, the immediate supervisor shall notify the Human Resources Department at the first possible opportunity.

#### Section 10 Request for Reclassification

- A. Either the Employer, or an employee covered by this Agreement who believes that his/her actual job position is not assigned to the classification that best represents the duties assigned by the Employer, may initiate a request for a position classification review through procedures established by the Human Resources Department. Such procedures may include a desk audit of the employee's job. Employees shall request in writing such classification review through their immediate supervisor. The Employer shall forward such requests to the Human Resources Department within thirty (30) calendar days.
- B. All actions related to a request for a classification review must be completed by the Employer in a period not to exceed sixty (60) calendar days from the date it was submitted to the Human Resources Department. The employee requesting the classification review shall be notified in writing by the Human Resources Department after completion of the review to inform the employee of its status (approval or disapproval), with an explanation of the decision.

#### Section 11 Reclassification

- A. If the employee's position is subsequently assigned to a different job classification and the employee meets the minimum qualifications for that position, the employee shall be paid the appropriate salary for the new job classification, effective the first day of the pay period following the date the reclassification was approved by the Human Resources Director and City Manager.
- B. For the purpose of maintaining equity within the Classification and Pay Plan, a reclassification may result in a salary increase from 0 to 20% or the minimum of the new grade, whichever is greater. The percentage of salary increase shall be consistent with the other bargaining unit employees within the new classification, unless the employee is currently earning more than existing bargaining unit employees in the same position classification.
- C. Under no circumstance shall a reclassification result in a reduction in an employee's pay.

#### Section 12 Equity Adjustments

Equity issues shall be addressed on a case-by-case basis by the Human Resources Department and the Union.

### **ARTICLE 27 SPECIAL LICENSE AND CERTIFICATION**

#### Section 1 Special License and Certification

Employees who acquire certification/licensure, which enable the employee to perform additional job duties and/or duties in another classification, are an asset to the City; however, it may not result in a



pay increase in the employee's current classification. Compensation issues related to special licenses and certifications may be brought to the LMC for discussion.

## Section 2 License and Certification Per Diem

Employees who are required to have a license or certification required for their job shall receive per diem and mileage to attend certification exams, unless a city vehicle is made available. The maximum mileage allowed outside the city limits by law shall be paid to employees who test during their non-work hours. Should such examination take place during the employee's regular work hours, time required for testing and reasonable travel time to and from the site of the exam shall be considered hours worked. Employees who test during regular work hours shall be provided transportation to and from the examination site.

## Section 3 Certification/Renewal Fees

- A. The Employer shall reimburse employees the fees for such certifications and/or renewals for one (1) certification level per year when these are required for the job unless certification tests are required more often per state law. However, the employee shall be responsible for ensuring that he/she meets all requirements of the certification(s), including pertinent application and training credits.
- B. Employees who are required to have a CDL, and their routine work schedule falls during the normal business hours of the MVD, shall be compensated up to one (1) hour of straight time to renew their CDL every four (4) years. The Employer shall reimburse the cost of renewing the CDL when it is required for the employee's job.

# ARTICLE 28 UNIFORM, FOOTWEAR AND TOOL ALLOWANCE

## Section 1 Uniform Requirements

Uniforms for every twelve (12) month period will be made available, in the most cost effective manner, to employees required to wear uniforms in the performance of their job:

- A. The employer will determine which employees and classifications are required to wear uniforms and will determine the uniform specifications. The employer will communicate to the employee via memorandum the specific uniform requirements no later than July 1<sup>st</sup> of each year to allow sufficient lead time for the procurement of required uniform items.
- B. Uniforms shall be consistent with and appropriate to the type of work that is performed by the employee. Employees may provide input into the composition of uniforms, but it is the employer's responsibility to make the final determination.
- C. Employees are responsible to wear their required uniform during their work shift or as directed by the employer. Uniforms must be in good condition and must meet safety requirements. The employer is responsible for ensuring that this occurs. Failure to wear required uniform may result in disciplinary action.
- D. PPE (Personal Protective Equipment) is addressed in Article 18 of this Agreement.

- E. Employees requesting to vary the uniform requirements shall submit their request in writing to their Division Director, including a justification for the request. Requests that are medically related shall have documentation attached from a medical professional. The employee shall respond to such request within 7 (seven) working days. Any denials by the employer may be appealed to the LMC.
- F. Uniforms shall be replaced when approved documentation is provided of damage occurring on the job.

## Section 2 Tool Allowance and Damaged Tool Replacement

The Employer shall provide all tools required to perform the job. Employees who are required to own and maintain their own personal tools for use in the performance of their duties, shall receive up to four hundred dollars (\$400.00) reimbursement per calendar year for the purchase replacement of tools damaged in the performance of their duties. The allowance can be used for the purchase of new tools to keep up with changes in the automotive or equipment industry. The employee shall provide the Employer with a receipt as proof of purchase/justification for purchase, and shall return the damaged tool(s) to the Employer.

## Section 3 Procurement

- Employees shall be given the preference of vendor from which to purchase uniforms according to the approved list of vendors provided by the Purchasing Office.
- The employees shall choose the vendor but must purchase all uniform items from the chosen vendor, with the exception of footwear.
- Upon selection of the desired vendor, a purchase order will be issued to the selected vendor in the amount of \$500 on behalf of each employee required to wear a uniform. A separate purchase order for footwear shall be issued on behalf of the employee in the amount of \$200.
- Swim Instructors and Lifeguards shall receive \$600 per year for the purchase of swimwear, T-shirts, shorts, and sweatpants, and up to \$100 for aquatic/amphibious deck shoes.
- Upgrades to footwear are allowed, however, employees must pay the difference for approved footwear exceeding the allowable cost threshold.
- Any oversight or miscalculation of uniform needs by the employee shall result in purchase of the required items at the cost of the employee.
- Employees may purchase required items more or less frequently based on necessity up to \$500 per year, (\$200 for footwear, \$600 for Swim Instructors and Lifeguards and \$100 for footwear for Swim Instructors and Lifeguards).
- All employees shall have their measurements and sizes taken no later than August 1st.
- All purchase orders shall be ready by September 1st and all uniforms ordered by September 30.
- The purchase orders must be used and closed out by March 1, (with the exception of newly hired employees).
- Employees may purchase only the uniform items specified as their official uniform. Purchase of unauthorized items may result in disciplinary action.

Section 4      Wear Restrictions

- Uniforms are intended to be worn only during work hours (special situations may exist).
- Employees shall not wear uniforms which have the city logo outside work hours. Special situations may apply.

**ARTICLE 29                      EMERGENCY CALL-IN GUARANTEE**

- When an employee is called in and is required to report to work for an emergency prior to the beginning of his/her work day or is called back after the conclusion of his/her normal work day, the employee will be guaranteed for each such call-in a minimum of three (3) hours at the straight time rate, or actual hours worked at the overtime rate of one-and-a-half (1½) times, whichever is greater.
- On holidays the employee will be granted for each call-in a minimum of three (3) hours at the straight time rate, or actual hours worked at the overtime rate of two-and-a-half (2½) times, whichever is greater.
- Once an employee has been called-in, any subsequent call-ins that are within the first call-in period shall not be considered a second call-in guarantee.
- A second call-in guarantee will not be valid until after the first call-in guarantee time period has been exhausted.
- Emergency call-in time shall commence at the time the employee is contacted and shall include a reasonable amount of time for travel to work.
- If a bargaining unit employee is asked to stay after their regular work shift, the additional time worked shall be considered overtime and the provisions of this Article shall not apply.
- Emergency call-in guarantee will not be considered part of a normal work day. Any time outside a normal work day will be paid at time-and-a-half.

**ARTICLE 30                      STANDBY TIME**

- A. Standby is defined as time that an employee is required to be ready to report for duty or to respond to a work-related call during his/her time off where he/she cannot use his/her time off freely. Such time shall include time that an employee has been directed to remain within contact by telephone or electronic beeper in order to promptly respond to a call during his/her time off. Standby assignments shall be rotated beginning with the employee with the most division seniority.
- B. In addition to other applicable provisions of this agreement, the Employer shall compensate an employee placed on standby for:
1. One (1) hour pay at the rate of one-and-a-half (1½) times their normal rate for standby occurring on a normal work day;
  2. Two (2) hours pay at the rate of one-and-a-half (1½) times their normal rate for standby occurring on a regularly scheduled day off;

3. Four (4) hours pay at the rate of one-and-a-half (1½) times their normal rate for standby occurring on an observed holiday.

### **ARTICLE 31 SHIFT DIFFERENTIAL**

- A. Employees who are assigned to work a shift outside the "normal" day shift shall be compensated a shift differential as stated below, regardless of a work site's hours of operation.
- B. A normal day shift is defined as a shift which begins between 6:00 a.m. to 9:00 a.m. A day shift is not eligible for a shift differential.
  1. Employees who work a swing shift shall receive an additional \$1.00 for each hour of work performed between the hours of 3:00 p.m. and 11:00 p.m.
  2. Employees who work a graveyard shift shall receive an additional \$1.75 for each hour of work performed between the hours of 11:00 p.m. and 7:00 a.m.
- C. The Employer shall not change an employee's work schedule to avoid paying shift differential.

### **ARTICLE 32 PER DIEM AND MILEAGE**

- A. Employees required to work or travel out of town shall receive the appropriate per diem or actual expenses as provided by state law.
- B. When requested in writing by the employee at least five (5) calendar days in advance, 80% of per diem shall be paid in advance prior to the employee's travel date. All other per diem reimbursements must be paid to the employee within two (2) weeks of the written request for reimbursement.

### **ARTICLE 33 BENEFITS**

#### **Section 1 Medical**

The Employer shall continue to offer a group medical insurance plan and shall pay 76.25% of the cost of the group medical insurance premiums for all bargaining unit employees.

#### **Section 2 Dental**

The Employer shall continue to offer a dental coverage plan. The Employer shall pay 65% of the cost of premiums for the group dental insurance plan offered by the Employer for all bargaining unit employees who choose to participate in the plan. If the plan is changed as a result of a new contract or provider, any percent of premium increases or decreases charged by the provider shall be applied proportionately to both the Employer and bargaining unit employee based on the above percentage.

#### **Section 3 Prescription Eyewear Benefits**

Prescription eyewear/contacts shall be provided for bargaining unit employees, up to one hundred seventy-five dollars (\$175) per twelve (12) month period. However, for employees in field or shop positions, such prescription eyewear must be City approved safety glasses. The City offers Vision Care

Insurance. Bargaining unit employees who select this vision care insurance shall not be eligible to receive the \$175 benefit per 12 month period.

#### Section 4 Maintenance of Benefits

Payment of the Employer's share of benefits shall be maintained during all approved leave, except during an extended period of leave without pay as described under Article 21, Section 9, Paragraph D of this Agreement. An employee approved for an extended period of leave without pay may choose to remain in the plan, but will have to pay the full cost of both the Employer's and employee's share of premiums. If during a period of suspension, salary is not available from a pay period to cover the premiums of any insurance coverage, the employee shall pay the full cost of premiums.

#### Section 5 Maintenance of Benefits Upon Termination

The employee may choose to remain under the medical and dental coverage plan at 102% of the total monthly premiums under the Consolidated Omnibus Budget Act (COBRA) provision for eighteen (18) months due to termination; twenty-nine (29) months if termination was due to disabling condition or reductions in hours; or thirty-six (36) months for spouses or dependents upon death of the employee or when dependent child ceases to be qualified as a dependent under the group health plan. The employee must pay the premium with a cashier's check to the Employer by the 10<sup>th</sup> of each month or coverage will be discontinued.

#### Section 6 Deferred Compensation

The Employer shall continue to provide a deferred compensation plan under Section 457(b) of the Internal Revenue Code. If at any time, the Employer makes a determination to select a new provider through the Request for Proposal (RFP) process, a Union representative shall serve on the evaluation committee.

#### Section 7 Workers Compensation

The Employer shall continue to provide a Workers Compensation program as provided by Resolution No. 1988-11 approved by the City Council on February 24, 1988, and in compliance with the New Mexico Workers Compensation Act.

#### Section 8 Term Life Insurance

The Employer shall continue to provide a term life insurance plan with basic life coverage of a minimum of ten thousand (\$10,000) dollars included as part of the medical plan and premium. The Employer shall continue to provide optional supplemental term life insurance coverage offered independently of the medical coverage based on the bargaining unit employee's salary at the rates prescribed by the insurance provider for two (2) times the employee's annual salary, with the Employer paying 60% of the cost of the employee's supplemental term life insurance premiums. Any percent of premium increases or decreases charged by the provider shall be applied proportionately to both the Employer and the bargaining unit employee based on the above percentage.

#### Section 9 Other Insurance Programs

The Employer shall continue to provide other insurance plans such as auto, universal life, long-term disability, cancer, intensive care, family life coverage, pre-paid legal, vision care and others. The insurance premiums shall be payroll deducted. Employees may subscribe to these insurances at the

rates prescribed by the insurance firms. Such insurance shall continue to be offered only if at least ten percent (10%) of the employees elect to participate in a particular plan.

#### Section 10 Premium Only Plan (POP)

The Employer shall continue to provide an optional premium only plan in which the medical, dental, life, etc., premiums paid by an employee are tax deferred. The program shall comply with all IRS rules.

#### Section 11 Union Representation

Each union shall participate and have one vote on the Group Insurance Benefits Advisory Committee that is composed to establish, evaluate, advise on, and recommend group medical or dental insurance plans to the City Manager and the Governing Body.

#### Section 12 Employee Parking

- A. The Employer shall provide, without charge to employees, parking on a first-come, first-served basis at City facilities or at parking lots identified by the Parking Division.
- B. The following parking guidelines for employees in the downtown area shall remain in effect as established:
  - 1. Employees shall park assigned city vehicles in spaces allocated or assigned by the Parking Division.
  - 2. Employees shall not park an assigned city vehicle or personal vehicle in spaces reserved for the mayor and/or city council.
  - 3. The Employer shall provide parking at no cost for the Union President and Vice President to conduct City/Union business.
  - 4. The Employer shall provide satellite parking permits at no cost to Union Chief Stewards to conduct City/Union business.

#### Section 13 Other Miscellaneous Benefits

- A. Employees may use their City of Santa Fe identification card to ride free on Santa Fe Trails buses.
- B. Employees shall be given a one time only 50% discount for a 15-day punch pass at Genoveva Chavez Community Center (G.C.C.C).
- C. All bargaining unit employees covered under the City of Santa Fe Health Plan, shall be entitled to utilize the G.C.C.C. at no charge, in accordance with the Wellness Program as administered by the City of Santa Fe Wellness Coordinator.

## ARTICLE 34 INCENTIVE PAY ISSUES

### Section 1 Snow and/or Ice Removal Standby

- A. In order to address the City's responsibility to clear snow and/or ice where required, sometimes requiring that all available snow and/or ice removal equipment be deployed under twenty-four hour operations, the following snow and/or ice removal standby pay system is established:
- B. A snow and/or ice removal season is established. It is the period of the year when it is potentially necessary to remove snow and/or ice during twenty-four hour operations. It is between October 1 and April 30. For this period, based on weather forecasts, the employer shall make the determination and assign employees to either eight (8) or twelve (12) hour shifts according to Article 15 Section 4, and Article 22 Section 2 of this Agreement. If 12 hour shifts are assigned, "Shift 1" will begin between 6:00 p.m. and 6:00 a.m. and end 12 hours later; and "Shift 2" will begin between 6:00 a.m. and 6:00 p.m. and end 12 hours later. These hours recognize the importance of having streets cleared to the maximum extent possible in advance of the morning rush hour peak traffic.
- C. In advance of a snowfall, the Employer may place employees on snow and/or ice removal standby for the anticipated duration of the storm. The Employer shall notify employees in writing of said standby and shall retain copies of all notifications until the end of that fiscal year, June 30.
- D. When the Employer has decided to begin snow and/or ice removal standby, all bargaining unit employees so assigned shall be paid standby time per Article 30 paragraphs B.1, B.2 and B.3, and shift differential pay as outlined in Article 31. Snow and/or ice standby shall be paid for all days employees are placed on standby time for, even if a storm does not materialize or if a storm ends earlier than expected.
- E. If it is necessary to transition employees to any night shifts, it will be necessary for the employer to temporarily send some employees home to get into twenty-four hour snow and/or ice removal operations, as well as to maintain compliance with USDOT regulations governing maximum driving times and minimum rest periods for CDL licensed drivers. Employees whose shifts are split in this manner will be compensated in the amount identified in Article 15 Section 3 (D), except that Section 3 (D)(2) shall not apply; compensation stipulated in Article 15 Section 3 shall be provided only once in any pay period, provided that one or more split shifts are assigned to an employee in that pay period.
- F. If employees are temporarily sent home early to transition to night shifts, and the storm ends early or does not materialize, the employer shall require these employees to report to work to complete their scheduled shift performing other snow related duties, as defined by the employer. At the employer's discretion, if snow related duties are not available, administrative leave may be considered, consistent with Article 21 Section 5, to assure that employees complete their scheduled shift.
- G. Overtime rest period applies to this section in accordance with Article 22 Section 5.

### Section 2 Emergency Incentive

In the event the City Manager declares an emergency, the provisions of Section 1 shall apply.

### Section 3: Traffic Hazard Incentive Pay

Employees required to work in traffic, outside of their vehicle, more than fifty percent (50% ) of their work week, are eligible for Traffic Hazard Incentive Pay. This incentive is an amount equal to \$25.00 (twenty-five dollars) per month for full-time classified bargaining unit employees. This incentive is an amount equal to \$12.50 (twelve dollars and fifty cents) per month for part-time bargaining unit employees.

### Section 4: Bilingual Incentive

#### A. Eligibility Criteria

- Only job classifications identified by the LMC are eligible.
- The employer or employee who feels that a classification should be recognized for the bilingual incentive shall submit justification in writing to the LMC for consideration.
- The language approved by the LMC for the bilingual incentive is Spanish.
- Employees are required to use Spanish on the job in the delivery of customer service a minimum of twenty-five percent (25%) of the time during the work week. Supervisors must concur that the bilingual incentive is warranted and that the employee satisfies the 25% requirement.
- Employees shall complete the bilingual application, which is available at the Human Resources Department. Employees are responsible for completing the application in a timely manner, in relation to the testing date(s).
- Open enrollment will be available in March for a test date in April, with an effective date for the incentive occurring in July. Open enrollment will also be available in September for a test date in October with an effective date for the incentive occurring in January.
- The application shall immediately be returned to the Human Resources Department for review by the LMC.
- Employees shall successfully pass a bilingual exam recognized by the LMC. The cost of the exam shall be shared equally by the employer and the Union.
- If an employee fails the bilingual exam, and desires to reapply for the bilingual incentive, he/she shall successfully complete a Spanish course approved by the LMC. The employee shall wait for the next open enrollment to reapply.

#### B. Bilingual Incentive Pay

- The bilingual incentive shall be an amount equal to \$40.00 (forty dollars) per month for full-time classified employees, and an amount equal to \$20.00 (twenty dollars) per month for part-time classified employees.
- The incentive pay shall become effective the first full pay period in January, following the successful completion of the test in October; or, the incentive pay shall become effective the first full pay period in July, following the successful completion of the test in April.
- Employees previously approved for bilingual incentive pay will receive the incentive pay effective the first full pay period in July 2014 without having to re-apply and be re-tested provided that the employee still meets the criteria to receive the bilingual incentive as outlined in Section 4A above.



If an employee changes classification within the City, and the new classification position is identified by the LMC as eligible for the bilingual incentive, the employee shall not have to re-apply. If the new classification position is not identified by the LMC, the bilingual incentive shall cease.

#### Section 5 Longevity Incentive

- A. Based on uninterrupted City service, employees shall receive a longevity incentive each calendar year pursuant to the following schedule:
  - 1. On the 5<sup>th</sup> anniversary date until the day before the 10<sup>th</sup> anniversary date, longevity leave is charged to administrative leave of eight (8) hours for full-time employees, and four (4) hours for part-time employees;
  - 2. On the 10<sup>th</sup> anniversary date until the day before the 15<sup>th</sup> anniversary date, longevity leave is charged to administrative leave of sixteen (16) hours for full-time employees, and eight (8) hours for part-time employees.
- B. The employee shall be entitled to longevity leave days based upon their uninterrupted full years of service effective January 1 of each calendar year.
- C. Longevity leave shall be used in no less than four (4) hour increments.
- D. Longevity leave is not accruable and shall be used within the calendar year it was earned or it will be forfeited to the AFSCME sick leave bank.

### **ARTICLE 35 WHOLE AGREEMENT**

#### Section 1 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.

#### Section 2 Memorandum of Understanding

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 interpreted during the term of the Agreement by mutual written agreement in the form of Memorandum of Understanding (MOU) via the LMC.

#### Section 3 Employer Human Resources Policies

It is recognized that the Employer has certain Human Resources policies. The specifics of these policies have not been the subject of collective bargaining. The Union recognizes the Employer's right to establish and maintain such policies. However, such policies may apply to bargaining unit employees so long as they do not conflict with the terms of this Agreement.

**ARTICLE 36                    GENERAL SAVINGS CLAUSE**

- A.     Should any part of this Agreement or any provision contained herein be declared invalid by the Public Employees Labor Relations Board and/or any court of competent jurisdiction, the validity of the remaining portions shall not be affected.
- B.     Should this occur, the parties will immediately meet to negotiate a suitable provision to replace the provision held invalid.

**ARTICLE 37                    TERM OF AGREEMENT**

- A.     This Agreement is effective upon ratification and signature by the parties and shall become effective July 1, 2014 and shall expire on June 30, 2017 excepting Sections 3 and 4 of Article 26.
- B.     This Agreement shall become null and void in the absence of express statutory language authorizing public sector collective bargaining.
- C.     All articles and provisions of this agreement shall be a mandatory subject of negotiations before the end of the term of agreement and shall begin in accordance with City of Santa Fe Ordinance No. 2007-6, Section 2-A, by September 1, 2016.

**ARTICLE 38                    APPROPRIATIONS CLAUSE**

The parties recognize that in accordance with PEBA and the Bateman Act, any provision of this Agreement that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the City's Governing Body. If sufficient appropriations are not made by the City's Governing Body, any Article of this Agreement which is dependent upon appropriation of funds by the Governing Body shall be subject to immediate re-negotiation upon written request by either party. Any subsequent agreement requiring the expenditure of funds shall be subject to specific appropriation of funds.

**AFSCME PAY RANGES EFFECTIVE JULY 1, 2014**

<b>RANGE</b>	<b>MINIMUM</b>	<b>MID-POINT</b>	<b>MAXIMUM</b>
<b>A16</b>	<b>12.0669</b>	<b>16.5363</b>	<b>21.0057</b>
<b>A17</b>	<b>12.7407</b>	<b>17.7947</b>	<b>22.8486</b>
<b>A18</b>	<b>13.9648</b>	<b>19.4203</b>	<b>24.8758</b>
<b>A19</b>	<b>15.3114</b>	<b>21.2087</b>	<b>27.1058</b>
<b>A20</b>	<b>16.7924</b>	<b>23.1755</b>	<b>29.5588</b>
<b>A21</b>	<b>18.4218</b>	<b>25.3394</b>	<b>31.1538</b>
<b>A22</b>	<b>20.2138</b>	<b>27.7195</b>	<b>35.2251</b>
<b>A23</b>	<b>22.1852</b>	<b>30.3376</b>	<b>38.4898</b>
<b>A24</b>	<b>24.3537</b>	<b>33.2175</b>	<b>42.0813</b>
<b>A25</b>	<b>26.7392</b>	<b>36.3856</b>	<b>46.0319</b>

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF SANTA FE:

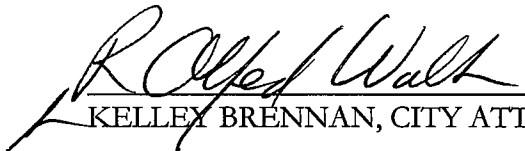
\_\_\_\_\_  
DAVID COSS, MAYOR

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARCOS TAPIA, FINANCE DIRECTOR

\_\_\_\_\_  
Isaac J. Pino, Management Chief Negotiator

AFSCME REPRESENTATIVES:

\_\_\_\_\_  
Necasio (Nick) Lovato, President Local 3999

\_\_\_\_\_  
Jose Garcia, AFSCME Local 3999  
Chief Negotiator