

*AGREEMENT BETWEEN
THE CITY OF LAS CRUCES*

AND

*UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION (USW),
AFL-CIO/CLC*

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PREAMBLE: This Collective Bargaining Agreement (the "Agreement") entered into by the CITY OF LAS CRUCES (the "Employer"), and the UNITED STEEL PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION on behalf of local 9424 (USW), AFL-CIO/CLC, (the "Union"), and has as its purpose the proposition of harmonious relations between the Employer and the Union; and the establishment of a peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The Employer's employees, as members of the Union, are to regard themselves as Public Employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public. This is the only Agreement between the parties and the previous Agreement between the parties and its amendments are hereby canceled.

ARTICLE 1. RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent on behalf of all regular employees in the classifications listed in Appendix A, attached hereto, and made part of this Agreement, with respect to wages, hours, and all other terms and conditions of employment further providing that probationary employees, as defined in the Personnel Manual, shall not have access to the grievance procedure for discipline or termination and will be subject to the discipline and grievance processes and procedures outlined in the Personnel Manual.

ARTICLE 2. NON-DISCRIMINATION

The parties agree that neither the Union's nor the Employer's respective policies, or activities, will discriminate against any employee based upon race, age, sex, creed, color, national origin, marital status, political affiliation, disability, religion, sexual orientation, gender identity, ancestry, serious medical condition, or Union, or non-Union affiliation.

ARTICLE 3. CONTRACTING AND SUBCONTRACTING

The Employer, prior to contracting out or subcontracting out work that will result in a bargaining unit employee, or employees the case may be, losing their job(s), shall do the following:

- A. Provide the Union with four (4) weeks advance notice.
- B. Identify the affected employee or employees.
- C. Provide an opportunity, upon request, for the Union to meet with the City Manager to discuss possible alternatives to the contracting or subcontracting out, within five (5) working days' notice to the Union.
- D. Regular budgeted bargaining unit positions may be filled temporarily for up to twelve (12) months. Management may request extensions, to meet operational needs, to the Union president.

ARTICLE 4. AGREEMENT CONTROL

- A. If any policy, regulation or directive of the Employer or the Union is in specific conflict with any provision of this Agreement, the Agreement provision will control. By mutual written agreement, the parties may modify this Agreement.
- B. The Employer will not implement any change that is in specific conflict with this Agreement. The Union and the employees will abide by the Conditions of this Agreement and applicable Employer and/or Department policy, rules, regulations and/or officially sanctioned practices. All City policies, rules, regulations, and practices, other than those specifically set forth in this Agreement, are not subject to the grievance procedure contained in this Agreement. Said policies, rules, and procedures shall not be interpreted as being an extension of this Agreement.

C. Unless otherwise specifically stated herein, the provisions, conditions, and requirements of the Agreement shall apply to all employees in the bargaining unit.

ARTICLE 5. STRIKES AND LOCKOUTS PROHIBITED

- A. No employee or labor organization shall engage in a strike. No employee or labor organization shall cause, instigate, encourage, or support a strike. The Employer shall not cause, instigate, or engage in any employee lockout.
- B. When an agent of the Employer submits a formal complaint by the City Council alleging a strike has occurred, the City Council shall meet in emergency session, within twenty- four (24) hours of the filing of the charge and determine whether a strike has indeed occurred.
- C. The Employer may apply to the district court for the injunctive relief to end a strike, and an exclusive representative of public employees affected by a lockout may apply to district court of injunctive relief to end a lockout.
- D. Any labor organization that causes, instigates, encourages, or supports a public employee strike, walkout, or slowdown may be decertified after a hearing before the City Council as the exclusive representative for that appropriate bargaining unit by the Employer and shall be barred from serving as the exclusive representative of any bargaining unit of public employees for a period of not more than one (1) year.

ARTICLE 6. EMPLOYEE PERFORMANCE APPRAISALS

PURPOSE

To provide the format for the mutual exchange of information about performance between the supervisor and employee. Performance appraisals may be used when considering personnel actions for a regular employee.

A. PERIODS OF REVIEWS.

Appraisals for each regular employee shall:

- 1. Be initiated within a month of the employee's anniversary date of hire, or date in position.
- 2. Be given at such time when an updated evaluation is necessary.

If an employee changes assignment, position, or department during the performance cycle, performance up to that point will not be disregarded. The supervisor of record at the time of the appraisal may contact any available, previous supervisors for the review period and seek their input for the appraisal.

B. REVIEW COORDINATION

Primary responsibility for initiation of a performance appraisal shall be the responsibility of the City.

- 3. Each employee shall be afforded an opportunity to provide the supervisor with a self-appraisal of his or her job performance for the rating period. The employee should be asked to provide a self-appraisal at least two (2) weeks prior to the evaluation meetings. A supervisor must review and consider the self-appraisal when completing each employee's performance appraisal.
- 4. The supervisor shall be responsible for following through on any personnel action resulting from the review.

5. The Human Resources Department shall ensure that the appraisal results and subsequent action documents are made part of the employee's permanent personnel file.
6. No presumption of performance shall be made in the absence of a performance appraisal.
7. A customer complaint used in a performance appraisal shall be validated.
8. When the performance appraisal document is finished and signed by management a copy may be provided to the employee for their records upon request from the employee.

PERFORMANCE APPRAISAL DISPUTE RESOLUTION

Should an employee disagree with their performance appraisal they shall follow the process outlined in the City Personnel Manual.

ARTICLE 7. GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this grievance procedure shall be to secure, at the lowest administrative level, equitable resolutions to problems that may arise and are subject to review under this procedure. The parties, at any time during the grievance procedure, or at any step involved in the procedure, may schedule a meeting to discuss the grievance. There shall be no other grievance, or appeal procedure, for the employee in the bargaining unit other than that contained in this Article. By agreeing to this grievance procedure, the Union and the employees covered by this Agreement, knowingly and completely waive any right they have, or may have had, to raise a grievance, or otherwise challenge in any way, any action or inaction of the Employer regarding the terms and conditions of employment and other provisions contained in this Agreement. To the extent allowed by law, the Union and the bargaining unit employees waive the right to seek alternative remedies on any issue covered by this Agreement.

B. DEFINITIONS

1. A "*grievance*" shall be defined as a dispute pertaining to a claim which alleges a violation of this Agreement, or an appeal of a disciplinary action which results in a written reprimand, suspension without pay, demotion, or termination.
2. A "*grievant*" shall be any employee, group of employees, or the Union.
3. "*Days*" shall mean Monday through Friday, 8:00 to 17:00, not including holidays, observed by the Employer.

C. PROCEDURES

1. Failure of the grievant (Union or the employee) to properly follow the provisions of the "*Grievance Procedure*" shall result in the automatic forfeiture of the grievance with prejudice.
2. The number of days indicated at each level of this procedure shall be considered a maximum and every effort shall be made to expedite the process.
3. If the Employer fails to comply with the time limit requirement as set forth under any of the steps, the grievance may be appealed to the next step by the grievant.
4. If any grievance is not presented, or arbitration is not requested, within the time limits and in accordance with the provisions of this Article, it shall be barred from consideration or action by and between the Union and the Employer.

5. The time limits set forth herein may be extended provided the extension has been mutually agreed upon by the parties in writing.
6. A grievance shall not be considered unless the grievant initiates the grievance no later than five (5) working days after the grievant knew, or reasonably should have known, of the incident that precipitated the grievance.
7. There can be no amendments to a grievance after the five (5) working days set forth in C sub item 6 above.
8. Additional information may be presented at any step of the grievance process.
9. Bargaining unit employees may not grieve promotions or non-selection for promotion.
10. The grievant and/or the Union may request a meeting before the written response from the Department Director and/or the City Manager is due.
11. Management responses to Union grievance requests shall be delivered in person. In cases where an individual grievant is pursuing a grievance and is not available to receive a response in person, the response shall be delivered through registered mail. The date and time of mailing shall be considered the time of response for purpose of computing time limit requirements. Should attempts to notify the employee be unsuccessful, the Union will be notified.
12. The grievant shall forward a copy of the initial grievance to the Human Resources Department and the Office of the City Manager.
13. To be considered, the grievance must be submitted within the established time limits and contain at a minimum what contract provision(s) of this Collective Bargaining Agreement is (are) believed to be violated; the facts constituting the violation; and the relief requested.
14. The time limits may be extended by either party by mutual agreement in writing, not to exceed thirty (30) calendar days.

D. **GRIEVANCE STEPS:**

STEP 1 The grievant shall make a good faith effort to resolve the issue. A good faith effort shall consist of a face-to-face meeting between the grievant and the immediate supervisor directly with the objective of resolving the grievance. The supervisor shall attempt to resolve the matter and shall respond to the grievant within five (5) working days. The filing of a formal, written grievance shall not preclude continuing a good faith effort to resolve the grievance. The good faith effort does not extend the time limit(s) included in this procedure.

STEP 2 If the grievance is not settled at Step 1, it may be presented in writing by the Union Steward, Chairperson of the Union Grievance Committee, union designee, or the employee to the Department Director within five (5) working days after the Step 1 response was due. The employee shall provide a copy of the grievance to the Union. The Department Director shall respond to the Union Steward, Chairperson of the Union Grievance Committee, union designee, or the employee within five (5) working days of receipt.

STEP 3 If applicable, and the grievance remains unadjusted, it may be presented in writing by the Union Steward, Grievance Committee Chairperson, or the employee to the Assistant City Manager within five (5) working days after the response of the Department Director. The Assistant City Manager shall respond in writing to the Union Steward, Grievance Committee Chairperson, or employee within five (5) working days of receipt.

STEP 4 If the grievance remains unadjusted, it may be presented in writing by the Union Steward, Grievance Committee Chairperson, or employee to the City Manager, or designee, within five (5) working days after the response from the appropriate prior step. The City Manager, or designee, shall respond in writing to the Union Steward, Grievance Committee Chairperson, or employee within the (10) working days of receipt.

STEP 5 If the grievance is not resolved with the decision of the City Manager, the Union or the Employer may request arbitration. In the event an individual employee requests arbitration, he/she must obtain the written approval of the Union to proceed. If the Union does not approve the employee's request, the decision of the City Manager is final and binding on the Union, the employee, and the Employer.

E. TERMINATION GRIEVANCE STEPS:

STEP 1 The Union Steward, Grievance Committee Chairperson, or the employee may grieve a termination by filing to the appropriate Assistant City Manager (if applicable) within five (5) working days. The Assistant City Manager shall respond in writing to the Union Steward, Grievance Committee Chairperson, or employee within five (5) working days of receipt.

STEP 2 If the grievance remains unadjusted, it may be presented in writing by the Union Steward, Grievance Committee Chairperson or employee to the City Manager, or designee, within five (5) working days after the response of the Assistant City Manager. The City Manager, or designee, shall respond in writing to the Union Steward, Grievance Committee Chairperson, or employee within ten (10) working days of receipt.

In situations where Assistant City Manager intervention is not applicable, the grievance may be filed directly with the City Manager. The City Manager, or designee, shall respond in writing to the Union Steward, Grievance Committee Chairperson, or employee within ten (10) working days of receipt.

F. ARBITRATION

1. The party who requests arbitration must submit a request to the Federal Mediation and Conciliation Service within fifteen (15) working days of receipt of the City Manager's response to the grievance. Failure to request arbitration within the fifteen (15) day time frame will render the grievance null and void.
2. The arbitrator will be selected from a panel of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service. Each party reserves the right to request additional panels. The moving party to the arbitration shall strike the first name from any panel. The parties shall alternatively strike names until there is one name remaining who shall be the arbitrator. The parties shall meet for the purpose of striking within forty-five (45) days of the receipt of the list of arbitrators. This deadline may be extended by the mutual written agreement of the parties.
3. The arbitrator shall conduct the hearing as soon as possible.
4. The arbitrator's decision shall be in writing and shall include the decision, the rationale, and, if appropriate, the relief. The arbitrator shall not have the authority to expand, or add to, the rights of employees or the Union under the terms of the Collective Bargaining Agreement.
5. The arbitrator's decision shall be final and binding on the parties and shall constitute an award within the meaning of the Uniform Arbitration Act. Reasons for appeals to court are set forth in the Uniform Arbitration Act.
6. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses. The parties may mutually agree to share the cost of providing a verbatim record of the proceedings.

G. MISCELLANEOUS

1. No reprisal or retaliation by any party shall be taken against any person who participates, or is a witness, in the proceeding of a grievance.
2. A grievant may be accompanied and/or represented by no more than two (2) Union representatives at any hearing, or meeting, conducted under this procedure.
3. Any employee acting individually may present a grievance without the intervention of the Union provided the grievance has been processed in accordance with this procedure. Any adjustment made shall not specifically violate the provisions of this Collective Bargaining Agreement. At any grievance meeting held at the level of the Office of the City Manager, the Union may request to be present to make its views known, such requests will be granted.
4. A grievant shall not abuse legitimate grievance processes resulting in repeated unsubstantiated claims.
5. Employees providing false testimony in a grievance hearing, or meeting, may be subject to disciplinary action, up to and including termination.
6. All documents related to a grievance shall be maintained as a separate file from an employee's personnel file in the Human Resources Department. This provision shall not apply to documents related to a grievance over a disciplinary action unless such documents are removed from an employee's personnel file as relief given in the disposition of a grievance.
7. All grievances and responses hereto shall be filed and processed in accordance with this Collective Bargaining Agreement.
8. The grievant, and the Union's processing of the grievances, shall be conducted on unpaid time unless otherwise agreed to by the parties.

ARTICLE 8. EMPLOYEE DISCIPLINE AND DISCHARGE

- A. Disciplinary actions may include, but are not limited to, the following:
 1. Written reprimand;
 2. Requirement of payment for intentionally or negligently destroying, damaging, or losing City property;
 3. Verbal warning;
 4. Involuntary demotion;
 5. Suspension without pay; or
 6. Termination.
- B. Disciplinary action may be imposed upon any employee for failure to fulfill his/her responsibilities, or violation of work rules, and shall be in writing stating the reason for the discipline (except verbal warnings). Any disciplinary action which results in a written reprimand, suspension without pay, demotion, or termination may be processed as a grievance through the grievance procedure. Management shall initiate disciplinary action within a reasonable time period after the facts of the situation have been established.
- C. Management may initiate and conduct necessary training and coaching, including the development of performance improvement plans (PIP) at any time during the disciplinary process. A PIP may be used instead of, or in conjunction with, disciplinary actions.
- D. Discipline will be applied in a corrective, progressive, and uniform manner unless the facts of the situation warrant a more severe discipline. Discipline shall take into account the circumstances surrounding the incident, the nature of the violation(s), the employee's record of discipline, and the employee's record of performance and conduct.

- E. Employees will be disciplined in private, and in a courteous and dignified manner. Delivery of discipline does not diminish the impact of an employee's actions or inactions. Field directives, coaching, and safety instructions or directions may be given at any time.
- F. The Employer shall not discharge, suspend without pay, or involuntarily demote any employee without just cause. If the Employer feels there is just cause for discharge, suspension without pay, or involuntary demotion, the employee involved shall, prior to any such action, be afforded the opportunity for a predetermination hearing before management. The purpose of the predetermination hearing is to provide the employee with the charges supporting the recommendation for discharge, suspension without pay, or involuntary demotion and to allow the employee the opportunity to respond to the charges.
- G. The Employer will provide written notice to the employee of the date, time, and place of such predetermination hearing. The employee may have no more than two (2) Union representatives present at the hearing; they are not entitled to legal representation. Upon mutual agreement by the parties, a steward in training may be allowed to attend as a silent participant. With employee approval, the Union will be afforded a reasonable amount of time to prepare for the predetermination hearing after receiving the charges against the employee.
- H. Should an employee be placed on administrative leave with pay, the employee may request up to two (2) days of available annual or personal leave prior to the scheduled predetermination hearing date set by management. Should an employee remain on paid status pending the predetermination hearing, the employee may request a postponement of up to two (2) days.
- I. The Employer will inform the employee in writing of the final decision.

ARTICLE 9. RESERVATION OF RIGHTS

All matters related to the Employer and its operations and employment with or by the Employer and administration thereof are exclusively within the jurisdiction of its management and not subject to Union action or consent to arbitration, except such matters of employment, rates of pay, wages, hours of employment, and other conditions of employment affecting the employee-employer relationship as are specifically provided for in the terms of this Agreement.

ARTICLE 10. MANAGEMENT RIGHTS

Unless limited by the provisions of this Agreement, the Employers' management rights shall include, but are not limited to, the following:

- A. To direct and supervise all operations, functions, and the work of the employees;
- B. To determine the place to report for work, or to determine the methods, processes, and manner of performing the work.
- C. To authorize all personnel transactions such as to hire, lay off, promote, demote, assign, reassign, transfer, discipline, discharge, or terminate employees;
- D. To determine what, by whom, and when services will be provided to the citizens;
- E. To determine staffing requirements, create, abolish, and reallocate positions, or to eliminate or reorganize work units;
- F. To establish and revise schedules of work;
- G. To establish, revise, and implement standards for hiring and promoting employees;
- H. To assign shifts, workdays, hours of work, and work locations;
- I. To designate, assign, and reassign all work duties;

- J. To determine the need for additional positions and the qualifications of new employees, and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion;
- K. To evaluate and judge the skill, ability, and efficiency and general work performance of employees;
- L. To take actions, as necessary, to carry out the mission of the Employer in emergencies;
- M. To retain all rights concerning management and operations of the City of Las Cruces not specifically prohibited by a collective bargaining agreement or "The City of Las Cruces Labor Management Relations Ordinance". Said rights include, but are not limited to, personnel matters and staffing functions, compensation, benefits, and terms and conditions of employment;
- N. To determine allocation of available funds to activities of the organization including establishing funding for personnel costs, operating expenses, and capital outlay;
- O. Direct the work, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;
- P. Determine qualifications for employment and the nature and content of personnel examinations;
- Q. The Employer (management) retains all rights not specifically limited by a collective bargaining agreement.
- R. These rights shall not be subjugated or diminished in any way by any expressed, or implied, duty or obligation to bargaining contained in this Collective Bargaining Agreement or the Las Cruces Labor Management Relations Ordinance.
- S. Retain all rights not specifically limited by this Collective Bargaining Agreement. The exercise of any retained management right shall not be subject to the provisions of the grievance procedure.
- T. Employees are required to comply with all department and City directives, orders, rules, and procedures not in specific conflict with this Collective Bargaining Agreement.

ARTICLE 11. SENIORITY, LAYOFF AND RECALL

- A. Seniority shall be defined as length of continuous service with the City from the employee's most recent date of hire, unless otherwise specified in this agreement. Where two (2) or more employees are hired on the same date, a coin flip will decide seniority.
- B. Seniority shall be broken only under the following circumstances:
 - 1. When the employee resigns;
 - 2. When the employee is involuntarily terminated; or
 - 3. When the employee retires.
- C. In the event the Employer determines a layoff is necessary, the Employer shall provide the Union with the opportunity to provide alternatives to the proposed layoff. When possible, the Union, and the employees to be laid off, shall be notified of their impending layoff at least ten (10) days in advance of the layoff. Under no circumstances shall an employee be laid off without having at least forty-eight (48) hours prior notice. It is understood that pay may be given in lieu of notice.
- D. Prior to initiating a layoff, the Employer will first ask for volunteers to be laid off. If layoffs are still necessary, the Employer will first discharge full and/or part-time employees who for whatever reason, do not contribute to Public Employee Retirement Association (PERA) probationary employees (including temporary, and seasonal), then part-time regular employees, in that order, from the classifications affected by the impending layoff.

- E. If a layoff is still necessary after following the provisions contained in D above, employees will be laid off in reverse order of seniority.
- F. Laid off employees shall be eligible for recall for a period of two (2) years. During the recall period, employees will be recalled in reverse order of layoff within classification. The Employer shall notify employees of recall by registered mail at his/her last known address. Employees being recalled shall be allowed a maximum of fifteen (15) workdays to report to work after receiving notification. Failure to report for work within the fifteen (15) daytime limit, or failure to accept an offer of a job of an equal or greater amount of pay, shall result in the employee's termination.
- G. Employees on layoff status shall continue to be eligible for participation in the Employer's group health insurance plan for the layoff period, or maximum period allowed by law, by exercising their COBRA rights.
- H. Employees on Workers' Compensation Leave at the time of a layoff shall be entitled to all the rights and benefits of this article during the time of their injury/illness. An employee who cannot return to work due to their injury/illness will maintain their position on the seniority list for the purposes of recall when they are released to duty.
- I. Furlough:
 - 1. Temporary unpaid leave of some employees due to economic
 - 2. Prior to implementing a furlough program, the Union and the affected employees shall be notified at least ten (10) working days in advance. The Employer shall provide the Union with the opportunity to provide alternatives to furloughs.

ARTICLE 12. WORK HOURS

- A. The normal work week, for full-time regular employees of the Employer in the bargaining unit, shall be forty (40) hours. The workday shall normally include a non-paid lunch period of either thirty (30) or sixty (60) minutes.
- B. Any full-time employee reporting for work on his/her scheduled shift, unless notified by his/her supervisor not to report, or is sent home after reporting shall be guaranteed four (4) hours of work or pay, unless:
 - 1. The employee is sick, or unfit, for duty; or
 - 2. The employee leaves without the permission of his/her supervisor.
 - 3. In the event that the City Manager closes City services for inclement weather, or any other reason deemed necessary, all employees who do not work shall be compensated up to ten (10) hours of regular pay for hours they were schedule to work on that day.
 - a. All employees who are called, or made, to work shall be compensated at two (2) times their hourly rate for all hours worked. Employees may not refuse these assignments.
- C. Any employee who, without good cause shown to the satisfaction of the Employer, fails to report to work for three (3) consecutive workdays without prior approval of the supervisor, or designee, shall be deemed to have abandoned his/her employment and shall be subject to disciplinary action, up to and including termination.
- D. All full-time employees shall be scheduled to work on a regular schedule. This shall not apply to relief employees (i.e., transit relief drivers).
- E. Employees will be notified of their shift, workdays, and hours. Work schedules will normally not be changed without ten (10) working day notice to the employees, unless extraordinary circumstances exist as determined by management. Upon request, the Union shall be provided with the work schedule of any employee in the bargaining unit. Employees will have the right to ask for written schedules when change occurs.

- F. Subject to work schedules and service delivery needs, full-time employees (except Transit Operators) may be allowed a rest period (break) of up to fifteen (15) minutes, including up to five (5) minutes of travel time, in each half of the work shift. Rest periods (breaks) may be combined during a day at the discretion of the immediate supervisor, or their designee, to meet operational needs of the City. Rest periods (breaks) cannot be accumulated from day to day and cannot be used in conjunction with other paid time off, starting and quitting times, or the lunch period. Rest periods (breaks) are subject to scheduling and interruption by the supervisor. If a scheduled rest period is cancelled due to operational needs, the employee may request to reschedule that break within the same workday. An additional fifteen (15) minute rest period (break) may be allowed between shifts if an employee is scheduled to work a double shift. Transit Operators may be allowed a rest period (break) not to exceed the length of time equal to their scheduled route headway.
- G. Each section shall have a wall clock mounted in a common area which shall be designated as the official time piece.
- H. Time keeping methods and record keeping of hours worked will be done in compliance with Fair Labor Standards Act (FLSA) using methods determined by management.

ARTICLE 13. CHANGE IN WORK HOURS

- A. A permanent change in work hours shall require ten (10) working days advance notice to the employee. Employees who are to have their work schedules changed on a temporary basis shall be given reasonable advance notice.
- B. Work hours and shift assignments shall not be changed arbitrarily.
- C. When changes in work hours are available, except as per article 21, management shall first draw from a list of volunteers who are qualified for, and capable of, performing the work assignments. Seniority, defined as continuous services in the employee's current job class, will be a consideration in the decision to fill work hours and shift assignments.
- D. Temporary changes in work hours will not usually exceed thirty (30) days.
- E. An employee, or group of employees, may request to flex time if the change is beneficial to the employee and meets the employer's requirements for productivity.
- F. Employees who have concerns over changes in work hours may express those concerns through their union steward through the chain of command.
- G. The Union may request a review by the Department Director of a management decision to implement a change in work hours prior to any implementation of such changes.

ARTICLE 14. OVERTIME

- A. Overtime will be assigned by management based upon the needs of the section. Employees who work more than forty (40) hours in any work week, or work hours designated as eligible for premium overtime pay, shall be paid either one and one half (1½) times their regular rate, or receive one and one half (1 ½) hours compensatory time (in accordance with Article 14 D), for all hours worked in excess of forty (40), in accordance with the provisions of the Fair Labor Standards Act. Management will normally fill overtime assignments with volunteers who are qualified for, and capable of, performing the work assignment. Seniority will be a consideration in the decision to fill overtime assignments on both voluntary and involuntary overtime assignments. This provision shall not apply to overtime assignments associated with stand-by time, or a task in progress, at the time the overtime begins.
- B. Employees selected for an overtime assignment may not refuse the assignment. Employees facing hardship may request to be excused from overtime assignments.

- C. The parties recognize that minimizing overtime is a priority. Supervisors may flex the work hours of the employees to limit overtime liability. Supervisors and employees will meet to attempt to reach a mutually agreeable solution as to how the hours will be compensated. When possible, reasonable notice on the intent to flex will be provided to employees.
- D. Bargaining unit employees may request to enter into agreements with their immediate supervisors for the accrual of compensatory time (comp-time) in lieu of cash overtime.
1. Bargaining unit employees may accrue no more than one hundred and twenty (120) hours of unused compensatory time (80 hours of overtime worked)
 2. When a bargaining unit employee exceeds the limit, they must be paid in cash for the additional hours of overtime.
 3. Bargaining unit employees who request comp-time accrual beyond the maximum stated in D.1 may be subject to discipline.
 4. Requests to use earned compensatory time shall be processed in the same manner as requests to use annual leave.
 5. Compensatory time earned during the twelve (12) months of the fiscal year must be used by the end of the fiscal year and cannot be carried forward.
 6. Compensatory time earned and not used will be paid out at the end of the fiscal year as part of an employee's regular paycheck.
 7. Compensatory time off should be allowed when requested by the employee provided it does not disrupt the activities of the section.
 8. Upon termination for any reason, employees will be paid for all unused compensatory time. Payment shall be computed by multiplying unused compensatory time by the employee's final base rate per hour.
 9. If an employee promotes, demotes, or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off, the employee's accrued compensatory time off balance will be carried forward with the employee.
 10. Compensatory time accrual balances will be paid off with the provisions and salary of the class from which the employee is promoting, demoting, or transferring when the new classification is not eligible for compensatory time.
 11. Bargaining unit employees may elect to sell back up to sixty (60) hours of accrued compensatory time at a rate of one to one (1:1) payable as part of a paycheck in December of each year as determined by management. Employees exercising this option shall complete and submit a request using a form and timeline provided by the City.
 12. Record keeping of Compensatory Time under FLSA.
The City must maintain and preserve records of:
 - (a) The number of compensatory hours earned each workweek, or other applicable work period, by each employee. The hours must be calculated at a rate of one and one-half (1 ½) hours.
 - (b) The number of hours of compensatory time used each workweek, by the employee.
 13. Overtime Authorization and Record keeping: Section Administrators/Managers must maintain accurate records on Bargaining Unit employees who work overtime and the reasons for the overtime. Overtime must be approved in writing by the Section Administrator/Manager. Any adjustments made in overtime records must be accompanied by a written explanation of why the adjustments were made.

14. Non-stand-by employees called back to work by dispatch, or anyone within their direct chain of command, shall be considered engaged by the City of Las Cruces and shall be compensated at a minimum of two (2) hours of emergency overtime (OVE).

ARTICLE 15. STANDBY

All bargaining unit employees on standby after regular working hours will receive compensation for standby status at the rate of \$210/week or \$30/day.

1. Definitions:

- A. Standby Employee: An individual who, though off duty, is required to be available and able to respond to inquiries by telephone, pager, or radio and/or, if necessary, return to duty for an emergency event.
- B. Standby Pay: Compensation paid, in addition to the hourly base rate, to individuals required to be "on call." Extra compensation is paid to the on call employee for making their time available to the City after regular working hours.
- C. Standby Period: All those hours spent on call during a twenty-four (24) hour period established by the department/section.

2. Procedure:

- A. The Section Administrator/Manager will decide specifically which employee(s) in each job title will be assigned to take "standby duty" and receive the additional compensation. These decisions shall be made fairly and equitably, using work and skill related factors, unless operational needs dictate otherwise.
- B. The employee should receive clear advance notice that he/she will be "on standby". Standby assignments will be posted whenever practicable.
- C. Employees in sections with less than four (4) employees will be required to rotate standby assignments. Employees in sections with more than four (4) employees rotating standby, may request to be removed from the standby rotation so long as there are at least four (4) employees rotating. Employees wanting to be removed, or added, from the standby rotation, shall do so in writing to the Section Administrator before their next standby rotation. The Section Administrator shall make the final determination. In the event that there are less than four (4) employees on standby, section seniority shall be used in this case. Seniority shall be calculated as continuous length of service in the classification and section. The least four (4) senior employees will be assigned standby. Other standby rotations may be utilized through the mutual agreement of management and Union representatives.
- D. Standby period begins after the completion of the regularly scheduled work day and continues until resuming work the following work day. Standby status includes providing coverage during the lunch period.
- E. Employees on standby will be considered engaged by the City of Las Cruces at the time they leave home until the work is completed. This time will be counted as time worked time and will be recorded as such on the Standby Report by the employee.
- F. An employee who is standby must meet the following criteria:
 - a) Thoroughly check the working status of the beeper, cell phone, or radio before "standby" status begins and maintain it in operational mode at all times;
 - b) Stay within beeper, cell phone, or radio range;
 - c) When notified by beeper, radio, or phone, the employee must call in ten (10) minutes;
 - d) Must leave the location where the call is received within twenty (20) minutes or less after receiving the call; and

- e) Must arrive in "fit" condition.
 - f) Failure to adhere to these criteria may result in the loss of standby pay for the day and may be subject to disciplinary action.
 - G. A standby employee, who is called back to work by dispatch, or anyone within their direct chain of command, for two (2) hours or less, will be paid two (2) hours at the overtime rate, except as defined in "I" below.
 - H. If the employee remains at work following the expiration of the two (2) hour period, or is called back before its expiration, will be compensation with overtime pay at the premium overtime rate for additional time worked beyond the two (2) hour period.
 - I. A standby employee who remains at work directly at the end of a scheduled work shift will be paid for straight overtime for the extra hours worked if the additional hours result in hours worked in excess of forty (40) hours in the work week.
 - J. The standby employee is expected to respond to telephone inquiries during the on-call period without additional compensation.
 - K. An employee responding to a call-out shall assess the situation and need prior to calling out additional staff and shall describe the justification for additional staff on the Standby Form.
 - L. Employees called out shall complete the Standby Form for each situation and submit the completed forms to their immediate supervisor during the next business day.
3. Miscellaneous:
- A. Positions designated for standby status will be recommended and justified to the City Manager by Department Directors.
 - B. A listing of all positions designated for standby status and written approval from the City Manager will be sent to the Human Resources Department.

ARTICLE 16. HOLIDAYS

- A. Employees in the bargaining unit shall receive paid holidays as designated by the City Council.
- B. In order to be eligible for holiday pay, an employee must be on paid status on both their last scheduled workday immediately preceding the holiday, and their first scheduled workday immediately following the holiday.
- C. A full-time employee who is not required to work on a holiday shall receive their regularly scheduled number of work hours of straight time pay for each holiday.
- D. Part-time employees shall receive this benefit on a pro-rated basis if regularly scheduled to work on the holiday.
- E. Holiday Pay Procedure.
 - 1. If a paid holiday occurs while an employee is on annual leave, the day will be entered and paid the employees regularly scheduled number of work hours of holiday pay or the pro-rated part-time hours. Annual leave may be combined with a holiday to the advantage of an employee; so long as prior approval by supervision is given.
 - 2. If a holiday occurs on a day when an employee is not at work due to illness, the day will be entered and paid at the employees regularly scheduled number of work hours of holiday pay, or the pro-rated part-time hours.
 - 3. The use of sick leave which occurs the day of the day before, or the day after a paid holiday may be investigated.

4. An employee required to be on duty during a paid holiday may be awarded another paid day away from work during the respective seven (7) day work week. The employee will be consulted as to the awarded day off.
 5. If another day off with pay within the respective seven (7) day work week is not possible, the employee shall receive the number of hours he/she is regularly scheduled to work of holiday pay (computed at the regular rate) plus one and one-half (1 ½) times the hourly rate for all time worked on that holiday.
- F. Full-time employees who schedule a day off in lieu of the holiday and subsequently have that day canceled and are required to work shall be paid at one and one-half (1 ½) times their hourly rate for all hours worked.
 - G. On holidays when reduced service is provided, a sign-up sheet shall be posted for employees to indicate their desire to work or be off. Seniority shall be used to determine which employees are schedule.

ARTICLE 17. LEAVE WITHOUT PAY

Leave without pay, hereinafter referred to as LWOP, may be voluntarily or involuntarily. While an employee is on LWOP status, they are on the inactive payroll and all employer benefit contributions are suspended. Note: the FMLA and Workers Compensation provides for a continuation of benefit payments for qualifying events for City employees.

- A. Involuntary LWOP. Employees are usually assigned to this status for disciplinary reasons as a result of employee misconduct. In those cases, LWOP status assumes the form of suspension from duty without pay for a specific period of time. In other special cases, involuntary LWOP may result from administrative action in order to accommodate an employee who has exhausted all other types of Leave with Pay. In every case, involuntary LWOP status is initiated by management and approved by the City Manager.
- B. Voluntary LWOP. This type of leave may be requested by employees for a variety of reasons not covered under the Family and Medical Leave Act. Approval of LWOP is discretionary and considered on a case-by-case basis. Each request will be considered in terms of workload, staffing levels, business necessity, availability of personnel, timeliness, and other job-related factors.
- C. Reinstatement from LWOP Status. Reinstatement will be made only if a vacant position exists for which the employee who was on LWOP qualifies. The City Manager shall make the final determination concerning reinstatement based on suitability, budgetary constraints, staffing levels, and other related factors, unless a prior written agreement has been made between the employee and the Department Director, to hold the employee's position open during the LWOP period.

ARTICLE 18. EMPLOYEE RIGHTS.

- A. Employees have the right to form, join, or assist the Union. Employees also have the right not to form, join, or assist the Union. Conducting Union business, such as Soliciting Union membership, membership updates, investigations, and/or coordinating Union membership meetings during paid time is strictly prohibited. Official scheduled breaks are not considered paid time.
- B. An employee will be informed by his/her supervisor if a scheduled meeting is likely to result in disciplinary action which results in a written reprimand, suspension without pay, demotion, or termination. If such meeting will result in disciplinary action being taken by the Employer, the employee may request that one (1) Union representative be present and such request will be granted. The Union representative will be there as a witness and may advise the employee; however, the Union representative may not argue with the supervisor. Nothing in this article reduces or eliminates the obligations for a pre-determination hearing when applicable.

- C. Rescheduling to accommodate Union representation shall not result in any unreasonable delays and may result in scheduling at a time other than during the employee's normal work hours. The Union representatives who represent employees in such matters will do so on non-paid time unless approved by the Human Resources Director or designee. If paid time is approved, at no time shall these hours result in over-time, compensatory time, or flexed time.
- D. Employees and the Union shall be entitled only the rights and benefits specifically delineated in this agreement. There shall be no implied rights beyond those specifically delineated and the Union shall be the exclusive representative for those rights.
- E. The Union shall provide in writing to the Employers' Human Resources Department a list (the list) of up to fourteen (14) names of Union representatives who will be providing employees representation in accordance with the provisions of this Agreement. Such notification shall occur in July of each year. The list may be updated as needed by providing written notification to the Human Resources Department forty-eight (48) hours in advance of the changes. Only employees who are on the list of identified Union representatives shall be allowed to represent employees regarding the terms of this Agreement. An employee is only entitled to one (1) Union representative and only entitled to Union representation in situations that are specifically mentioned in this Agreement.

ARTICLE 19. SAFETY

- A. Employees and the City shall comply with all safety standards, measures, and practices as prescribed by the Employer, State, or Federal regulations.
- B. When the City requires an employee to use, or wear health, safety, or personal protective equipment (PPE), such equipment will be provided by the City.
- C. The City shall furnish, and maintain in good working condition, and in a timely manner, the necessary tools, facilities, vehicles, supplies, head gear, Self-Contained Breathing Apparatus (SCBA) and equipment for a safe, healthy, and clean work site.
- D. The type of SCBA, to include positive pressure masks, shall be determined by management.
- E. Those employees required to wear safety boots/shoes, including transit drivers, will be provided an annual allowance of up to two hundred twenty five (225) dollars per year.
- F. The procurement of safety boots/shoes will be done in accordance with the procedure established by the Financial Services Department through approved vendors.
- G. SAFETY EYEWEAR:
 - 1. Employees who work in locations that place them at risk of eye injury shall wear eye protection with side shields when exposed to hazards.
 - 2. All non-prescription safety eyewear will be immediately replaced if they are damaged or scratched. Employees without appropriate safety eyewear shall not be permitted to work.
 - 3. Safety eyewear shall comply with OSHA Standard 1910.133 and ANSI Standard Z87.1-1989.
 - 4. An employee's need for prescription safety eyewear will be determined through the chain of command, in conjunction with the Human Resources Director, based on the hazards of the job.
 - 5. All non-prescription safety eyewear will be acquired by the individual departments at the most economical cost to the City.
 - 6. If an employee has a vision impairment that requires corrective lenses while engaged in activities requiring protective measures, they will wear eye protection that incorporates the prescription in its design, or eye protection that can be worn over prescription eyewear, that will

not impair the employee's vision and will not disturb the proper position of the prescription lenses, or the protective lenses.

7. Employees may request individualized prescription safety eyewear when required for prolonged use, or when other methods are impractical or unsafe. Requesting employees shall provide the Human Resources Department with a prescription establishing the need. These employees shall be reimbursed for up to three hundred (300) dollars for the purchase of this eyewear, based on:
 - a) A submitted receipt, or;
 - b) The direct purchase by management based on a submitted estimate, and;
 - c) The discretion of management.
 8. The City shall provide up to three hundred (300) dollars for the replacement of damaged and unusable prescription safety eyewear, excluding negligent use or care.
 9. Prescription safety eyewear purchased in accordance with seven (7) or eight (8) shall be used only during work hours.
 10. The employee must inform their direct supervisor, prior to the end of their regularly scheduled workday, of any damage that may have occurred to their prescription safety eyewear in order to be eligible for replacement as described in eight (8).
 11. Employees filling a claim for safety eye wear through the City's vision insurance plan shall not be eligible for any other reimbursement contained in this article.
- H. The Union shall have one (1) voting member on the City Safety Committee, but shall be able to bring up to five (5) Union representatives to the regular meetings. Attendance to Safety Committee Meetings shall require supervisor approval and shall not disrupt service delivery. Attendance to such meetings will be on paid time.
 - I. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City. When an employee believes an unsafe condition, or practice exists, the employee shall immediately report it to the employee's immediate supervisor.
 - J. Employees may refuse to perform work they believe, in good faith, poses an imminent risk of death, or bodily injury, and the employee has reason to believe that there is not sufficient time or opportunity to seek effective redress from the City. "Good Faith" means that even if an imminent danger is not found to exist, the worker had reasonable grounds to believe it did. Frequent unsubstantiated refusals shall be grounds for discipline.
 - K. Employees may request the inspection of a perceived unsafe or unhealthy worksite.
 - L. Employees shall be provided training in general safe work practices.
 - M. Employees shall be provided routine information and required training in safe practices and hazards unique to a job assignment, including communicable diseases, applicable tools, vehicles, and equipment.

ARTICLE 20. BIDDING ON VACANCIES IN THE BARGAINING UNIT

- A. All vacant positions beyond the entry level the City determines to fill within the bargaining unit will be posted for at least five (5) business days, not including weekends and Employer holidays. When filling vacant positions for full-time and part-time bargaining unit positions, first consideration will be given to current City of Las Cruces employees. If no employee is selected, other applicants will be considered. Time spent on temporary upgrades, on the job experience, work history and relevant training will be considered. Upon request by the Union to the Human Resources Department, job announcements will be provided to the Union.
- B. Job announcements for vacant positions shall state the position, title, qualifications, probable assignment, work location, and the rate of pay. The inclusion of the probable assignment and work location on a job posting shall in no way limit the right of the Employer management to reassign an employee, or change an employee's work location, in order to meet the operational needs of the Employer as determined by the supervisor and/or the City Manager.

- C. Job postings may be used to fill multiple vacancies in any department. The City may use the results of a posting for other assignments for up to six (6) months from the initial resulting placement. Should the City determine it efficient to utilize the results of a posting beyond the six (6) month period, it will contact the Union president who will have five (5) working days to comment. The Union may request a copy of the candidate list at any time during the filling of a blue collar bargaining unit position.
- D. Bargaining unit vacancies that are to be filled will be posted to allow bargaining unit employees the first opportunity to be considered for promotion and lateral transfers.
- E. It is recognized that vacancies may be filled without the posting of job announcements in such cases as layoffs, demotions, settlements, or reassignments. Although such cases will occur, they are not intended to be used to circumvent the normal hiring process.

ARTICLE 21. SHIFT PREFERENCE

When work shifts are eligible for bidding, such bidding shall be based upon seniority. Employee seniority shall be calculated as continuous length of service in the classification and Section eligible for the bid.

An employee, a group of employees, or the Union may request a review by the Department Director of departmental shift bidding practices.

Any employee that begins their shift at, or past, 1:00 p.m. shall receive an additional one (1) dollar and seventy-five (75) cent per hour for hours worked during these shifts. A shift is defined as eight (8) hours or more.

Qualifying workers will be determined by management with input from the Union.

ARTICLE 22. WORK OUTSIDE CLASSIFICATIONS

- A. Employees appointed to acting position lasting longer than five (5) working days shall receive the minimum of the assigned pay grade, or a five (5) percent increase whichever is greater. Acting pay may be granted immediately if approved by management.
- B. Seniority shall be considered when offering acting assignments. Other items for consideration for any acting assignment may include applicable qualifications, licenses, certifications, training, and education.
- C. Acting pay shall be initiated through a personal action notice (PAN) and be effective at the beginning of the first full pay period after the execution of the PAN.
- D. Any employee acting in a position shall retain their Union representation, rights, and benefits.
- E. Pay adjustment will be stated clearly on the Personnel Action Notice (PAN). Whenever possible an estimated end date will be documented on the PAN.
- F. Acting assignments will not normally last more than six (6) months. Extensions may be granted by the City Manager in writing.
- G. The Union encourages the use of multiple employees whenever possible for acting positions.
- H. Prior to the City Manager extending the acting assignment the Union will be given the opportunity, upon request, to meet with the City Manager to discuss the extension.

ARTICLE 23. PERSONNEL FILE

Bargaining unit employees' official personnel files will be administered in accordance with the following provisions:

- A. The Employer shall maintain an official personnel file for each employee. The file will be maintained in the Employer's Human Resources Department. Only the Employer's Human Resources Director can authorize an addition to the official file.

- B. An employee shall be permitted to review material contained in his/her official file. An employee wishing to access their official personnel file may be required to provide at least twenty-four (24) hour advance notice to the Human Resources Department. A designated representative of the Employer's Human Resources Department may be present during the file review. The file reviewer may be required to sign and date a form maintained in the personnel file.
- C. The Employer will honor reasonable written requests for a copy of an accessible document in the official file for the employee. The employee may be required to assume reasonable costs associated with the production of requested information.
- D. An employee may request for files to be provided electronically, including email when possible. The City will have no liability when granting requests for email distribution.
- E. An employee shall be entitled to provide a written response to any adverse material contained in their official file through the use of administrative proceedings.
- F. The Section, and each supervisor, may maintain a separate working file for each employee.

ARTICLE 24. PAY INCREASE

- A. Effective the first (1st) full pay period following the adoption of this agreement by the City Council and ratification by Union membership, or resolution of impasse, whichever is later, the recommendations as a result of the recent completion of a classification and compensation study, initiated in 2022, will be implemented. All Union represented employees will receive any increase recommended as a result of the classification and compensation study, or a minimum of a four (4.0) percent increase to base wages, whichever is greater.
- B. Effective on the first (1st) full pay period following the adoption of this agreement by the City Council and ratification by Union membership, or resolution of impasse, whichever is later, and approval by the Public Employees Retirement Association (PERA) Board, the City shall pick up an additional one and one-third (1.3) percent of the bargaining unit members' contribution to PERA.
- C. Effective on the first (1st) full pay period after July 1st, 2024, the second (2nd) year of the adoption of this contract by the City Council and ratification by Union membership, or resolution of impasse, whichever is later, subject to sufficient and specific appropriations by City Council, all bargaining unit employees shall receive a three (3.0) percent increase to base wages. Should the Council fail to appropriate the three (3.0) percent increase for Fiscal Year 2025, either party may reopen negotiations on Article 24 by providing written notice to the other party no later than July 15, 2024.
- D. Effective on the first (1st) full pay period after July 1st, 2025, the third (3rd) year of the adoption of this contract by the City Council and ratification by Union membership, or resolution of impasse, whichever is later, subject to sufficient and specific appropriations by City Council, all bargaining unit employees shall receive a three (3.0) percent increase to base wages. Should the Council fail to appropriate the three (3.0) percent increase for Fiscal Year 2026, either party may reopen negotiations on Article 24 by providing written notice to the other party no later than July 15, 2025.
- E. No earlier than one hundred, twenty (120) days, nor later than sixty (60) days prior to the second (2nd) anniversary date of adoption, either party may notify the other in writing of its desire to re-open this Agreement, provided such re-opener shall be limited to one (1) non-economic article. Upon such notice given, the duly authorized representatives of the parties shall meet for the purpose of negotiating with respect to said matters.
- F. There shall be no other increases during the term of this agreement.

ARTICLE 25. LEAVES WITH PAY (ANNUAL, PERSONAL AND SICK LEAVE)

- A. LEAVE DEFINITIONS. An employee benefit made available by the City of Las Cruces for eligible employees. Each eligible employee must submit a written request in advance of the time he/she elects to be absent from regular duties. Exceptions may be made in cases of illness, accident, or emergency. Written requests for leave do not guarantee that the request will be approved. Supervision shall consider each request on a case-by-case basis. Approval shall be considered in terms of workload, staffing levels, availability of personnel, timeliness, and other job-related factors. Written requests include approved electronic submissions methods.
- B. ATTENDANCE/PUNCTUALITY. Whenever possible, time off should be scheduled in advance. Excessive unscheduled absenteeism, or failing to be punctual, can adversely affect the quality of services, the workload of co-workers, and the employee's work record. Repeated unscheduled absences, even for legitimate reasons, will be subject to review and progressive discipline may be initiated. Employees are personally responsible for properly requesting time off from their immediate supervisor, or designee, in advance of the scheduled work shift whenever they will be absent, late, or need to leave early.
- C. DEFINITIONS:
1. Scheduled Absences - Pre-planned periods of time off which an employee and their immediate supervisor mutually agree to before the absence is to occur.
 2. Unscheduled Absences - Unplanned time off to which an employee and their immediate supervisor did not mutually agree to in advance. An unscheduled absence may be paid if sufficient leave accruals are available and the supervisor, or designee, is properly notified before the shift begins. The supervisor retains the right to approve/disapprove use of leave accruals if proper notification of the absence is not received.
 3. Absence - Includes missing an entire scheduled shift of work, or reporting to work more than two (2) hours late, or not staying through at least one-half (1/2) of a scheduled shift.
 4. Failure to Report on Time - Arriving, or "clocking in", after the official starting time, or leaving, or "clocking out", before the official quitting time without advance approval.
 5. Failure to Notify Supervisor - Employees failing to properly notify their immediate supervisor, or designee, of an absence, will not be paid for such absence. Three (3) consecutive unscheduled absences without calling may constitute a presumption of job abandonment and the employee may be deemed to have voluntarily resigned their position. In this situation, the employee will be ineligible for future re-hire.
 6. Extenuating Circumstances - Occasionally, there may be situations which could be exempt from the disciplinary measures of this policy. Should such a case arise, the employee, along with a union representative shall review the events that occurred with the Department Director.
- D. ANNUAL LEAVE. Annual Leave (also referred to as vacation) may be taken from time to time, normally in four-hour increments, depending on unused accrual and prior approval by supervision. Eligibility depends on the following criteria:
1. Individual must be employed in a position eligible for annual leave accruals.
 2. Annual Leave shall "accrue" to regular and probationary full-time employees, and to regular and probationary part-time employees, on a pro rata basis from date of regular appointment at the following rates, depending on years of service.

YEARS OF SERVICE	REGULAR F/T 40 HRS/WK
2 nd and 3 rd Year	80 hrs/yr (10 days)
4 th - 10 th Year	120 hrs/yr (15 days)
11 th - 15 th Years	160 hrs/yr (20 days)
16 + Years	176 hrs/yr (22 days)

3. An employee who has been approved for annual leave shall not change that leave to sick leave without presenting the employer with a physicians' statement that the employee became ill.
4. Responses from supervisors for annual leave requests must be done in a timely manner, but no longer than seven (7) calendar days after request is submitted. If a response is not received, the leave will be deemed denied.

E. ANNUAL LEAVE MAXIMUM ACCRUAL ALLOWANCE.

1. No more than two hundred, forty (240) hours (30 days) of Annual Leave shall be carried forward from one (1) calendar year to a subsequent calendar year. All unused accrued Annual Leave in excess of these hours shall be forfeited effective the beginning of the first (1st) full pay period of the new calendar year.
2. When an employee terminates for any reason, he/she shall be paid for all earned Annual Leave up to two hundred forty (240) hours (30 days) plus accrued Annual Leave for the current calendar year, unused by date of termination.
3. Exceptions to this policy can be made under extraordinary circumstances upon recommendation of the Department Director and approved by the City Manager's office.

F. PERSONAL LEAVE. Bargaining unit members shall accrue up to two (2) days of the employees regularly scheduled number of hours worked, or the prorated part-time hours, of personal leave to conduct personal business as described below. The amount of Personal Leave authorized each calendar year is determined according to the employee's schedule.

1. Part-time regular employees shall accrue personal leave on a pro rata basis.
2. Should the employees part-time, or full-time, status change, the amount of personal leave will be pro-rated based on regular scheduled hours budgeted for the position.
3. Personal Leave must be approved in advance and requested using forms and methods determined by management.
4. Personal leave shall be awarded at the beginning of the first (1st) full pay period of the new calendar year.
5. Unused personal leave shall be forfeited and not carried forward beyond the beginning of the first (1st) full pay period of a new calendar year.

G. SICK LEAVE.

1. Sick Leave is an employee benefit provided by the City which provides time off from regular duty, with pay, when an employee is unable to work due to illness, for an FMLA qualifying event, or for an illness in the immediate family. Immediate family shall be defined as spouse, child or stepchild, an individual for which the employee is a court appointed legal guardian, domestic partner and/or dependent, parents, stepparents, siblings, stepsiblings, grandparents, and grandchildren. Employees

using sick leave accruals shall submit their request using forms and methods determined by management, prior to, or immediately upon, return to work.

2. Regular full-time employees shall accrue up to ninety-six (96) hours (12 days) based on hours worked or used accrued leave.
3. Regular part-time employees shall accrue on a pro rata basis based on hours worked or used accrued leave.
4. Abuse of Sick Leave may result in disciplinary action up to and including termination. Sick Leave abuse is defined as charging Sick Leave for work absences when not sick, except for an FMLA qualifying event or use of sick leave for doctor appointments. A supervisor suspecting abuse, may verify use of sick leave by requesting a physician's statement confirming the illness be provided to the Human Resources Department. Any of the following conditions may indicate a need to review sick leave use:
 - a) Patterns of use, e.g., after pay day, using the same day of the week repeatedly, the day before or after holidays, annual leave or weekends, or
 - b) When attempting to contact an employee and finding the employee not home, having been seen in an activity which belies the statement of illness, as well as other possible actions.
 - c) When a review of leave use reveals that Sick Leave is being used at the same rate that it is being accrued.

H. SICK LEAVE MAXIMUM ACCUMULATION ALLOWANCE.

1. No more than one thousand, five hundred sixty (1,560) hours (195 days) of Sick Leave shall be carried forward from one (1) calendar year to a subsequent calendar year.
2. Employees who have accumulated Sick Leave in excess of three hundred (300) hours (37.5 days) may, at their option, sell back to the City any hours in excess of three hundred (300) hours (37.5 days) in accordance with the following provisions:
 - a. Notification of intent to sell Sick Leave must be given between November 1 Maximum Sick Leave that may be sold back to the City in any given year will be two hundred, forty (240) hours (30 days). Maximum sell back for employees retiring from City government shall be eight hundred, thirty-six (836) hours (104.5 days).
 - b. The rate of exchange for Sick Leave will be at a ratio of 3:1 and will be paid in accordance with the following schedule:
 - i) Employees who elect to convert to Annual Leave: Sick leave converted to Annual Leave will be posted to employee's record at the beginning of the first (1st) full pay period of the following year.
 - ii) Employees who elect to receive payment for Sick Leave: An extra payment will be made in the first (1st) fifteen (15) days in December of the same year.

EXAMPLE: An employee with accrued Sick Leave of five hundred, ten (510) hours may sell two hundred, ten (210) hours back to the City for seventy (70) hours of Annual Leave or a payment to be computed as seventy (70) hours at current hourly rate. In the case of payment, normal federal and state deductions will be withheld.

3. Voluntary Termination Provisions: Upon voluntary termination without prejudice, unused Sick Leave in excess of three hundred (300) to a limit of two hundred and forty (240) shall be paid out at a ratio of 3:1. No payment for Sick Leave shall be made to employees whose termination is involuntary or whose resignation is accepted with prejudice.

4. Retirement Provisions: Employees with ten (10) or more years of service, who retire while on the active payroll, shall be paid for unused Sick Leave to a limit of eight hundred and thirty-six (836) hours at a ratio of 2:1.
 5. Death Provisions: The beneficiary of an employee who dies while on active duty shall be paid for the deceased employee's unused Sick Leave at the retirement rate.
- I. BEREAVEMENT LEAVE. Employees may take up to three (3) days paid Bereavement Leave for a death in the immediate family. For the purpose of this Section, immediate family shall include: Parents, stepparents, spouse, children, stepchildren, siblings, stepsiblings, grandparents, grandchildren, legal guardian, domestic partner, or eligible dependent of domestic partner.
1. Payment for Bereavement Leave shall be computed at the bereaved employee's regular base rate.
 2. Employees shall be granted two (2) day paid Bereavement Leave for a death of their mother-in-law, father-in-law, aunt, uncle, grandparents-in-law, or mother/father of a qualifying domestic partner.
 3. One (1) additional Bereavement Leave day shall be allowed if the funeral is being held and attended at a location greater than two hundred (200) miles from the City of Las Cruces.
 4. If requested by the supervisor, an employee must present reasonable proof of death, relationship, and/or attendance at the service.

ARTICLE 26. CITY OF LAS CRUCES POLICIES

The City will provide a copy of proposed changes to the City of Las Cruces Personnel Manual, Safety Programs Manual, Personnel Ordinance, and City Manager Policies Sections 1 and 8 to the Union. The Union will be allowed up to fifteen (15) calendar days to provide written comments and recommendations regarding the proposed changes. The parties may meet, at either party's request, to share information and further discuss the proposed changes prior to implementation.

ARTICLE 27. GROUP INSURANCE

The Employer has Group Insurance plans that are offered to its Employees. Full-time and part-time regular employees budgeted to work thirty (30) or more hours per week, are eligible for group insurance benefits provided by the City and modified by the City Manager or the City Council. Information on employee benefits and eligibility requirements are available from the Human Resources Department. The Bargaining Unit Employees will be advised of the plans at the Employee orientation, and during re-enrollment periods.

If contributions to the Group Insurance plans, as enumerated in NMSA 1978 §10-7-4 et seq., are enacted by the State Legislature during the term of this Agreement, either party may notify the other in writing within one hundred twenty (120) calendar days of the enactment to declare their desire to reopen this article of the agreement. Any change to this article is subject to City Council approval and appropriations.

ARTICLE 28. VISITS BY UNION REPRESENTATIVES

The parties recognize that the Union has legitimate need to visit Employer work sites from time to time for the purposes of administering this Agreement. The following procedure shall apply to such visits.

- A. The Union representative will contact the Employer Human Resources Director, or designee, and identify the location and time of the desired visit.
- B. After consultation with the effected department, the Human Resources Director, or designee, will schedule a time to visit that least interferes with the productivity of the employees involved.

ARTICLE 29. MEMBERSHIP DUES DEDUCTIONS

- A. In accordance with the provisions of this Section, the Employer agrees to deduct from the bi-weekly wages of employees in the bargaining unit Union dues on the basis of a properly executed authorization to make such deductions, on a dues authorization form provided by the Union.
- B. The employer agrees to establish dues deductions in accordance with applicable State and/or Federal laws. The Union will provide the City with the most current stipulations related to establishing these deductions.
- C. The Union will certify in writing to the Employer the amount of the full membership dues. The Union shall further certify in writing that the amount and the use of such funds are in compliance with all applicable state and federal legal requirements.
- D. The dues authorization form must state the name of the employee requesting the deduction, the amount of the deduction, the Union for which the dues are to be paid, and the signature of the employee and be submitted to the Human Resources Director.
- E. The Union will notify the Employer, in writing, of the representative authorized to collect or make changes to the dues deduction. In the event dues are changed, the City agrees to affect such changes in deductions within thirty (30) days following the receipt of a written notice from the representative of the Union by the Human Resources Director.
- F. The Employer will stop individual Union membership deductions, or opt for agency fee when:
 - 1. The employee gives notice to the Union President, or other elected officer of the local, and the Employer by signing a letter to the Human Resources Department requesting a change to the dues deduction. The Human Resources department will send a copy of the letter to the Union treasurer. The Union will notify the Employer if such a request is allowable based on the information contained on the member's signed check-off authorization card. The revocation shall become effective the earliest of the first full pay-period in the month following the confirmation from the Union or 30 days.
 - 2. When the employee is permanently transferred out of the bargaining unit.
- G. The dues will be remitted to the representative of the Union within two (2) weeks following the last deduction of each month.
- H. The employer will provide the Union a list of membership status of all Blue Collar employees (dues payers and non-dues payers) every quarter. The list will include dates of hire.

- I. The Employer will assume the cost associated with making such deductions. It is understood that the Employer assumes no further responsibility in connection with this authorized deduction except to act as a remitting agent in forwarding the amount due to the representative of the Union.
- J. Union will indemnify and hold the Employer harmless including payment of all attorney fees and costs for counsel chosen by the Employer for any claim or challenge to this Article or imposition of any fee.

ARTICLE 30. NEGOTIATING PROCEDURES

- A. Negotiations for a successor agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred and twenty (120) and no later than sixty (60) days prior to the Agreement expiration date. Within five (5) working days after receiving notice, the party receiving the request for bargaining shall respond in writing advising when the next Council Closed Session is scheduled and suggest a date at which time the parties shall meet and determine a mutually agreed upon time and place to begin negotiations.
- B. Negotiations shall be conducted in closed session.
- C. Negotiations ground rules may be negotiated by the parties.
- D. During negotiations, the parties shall meet at mutually acceptable times and locations.
- E. All agreements reached by the parties shall be initialed as tentative agreements. Such tentative agreements are conditional and may be withdrawn should later discussions change either team's understanding of the language as it relates to another part of the agreement. Unless otherwise agreed to by the parties, tentative agreements shall not become effective until the entire negotiations package is ratified by the parties.

ARTICLE 31. COMPLETE AGREEMENT

This Agreement is the complete and only Agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement. No additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement of the parties. This Agreement replaces any and all previous agreements between the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right, and opportunity, to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities, therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualified waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either, or both, of the parties at the time they negotiated or signed this Agreement. However, the parties are encouraged to participate in discussions to address issues of concern to either party during the life of this Agreement.

This is a total final settlement package. All items not tentatively agreed upon are hereby deleted. There shall be no other pay increases for the term of this Agreement.

ARTICLE 32. SEVERABILITY

If any provision of this agreement is determined by final order of administrative body or court with jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. The provision determined to be contrary to law shall be subject to re-negotiation by the parties provided either party submits a request to reopen negotiations no later than thirty (30) days after the parties knew or reasonably should have known that the provision was contrary to law.

ARTICLE 33. LABOR MANAGEMENT COMMITTEE

In order to assist the parties in improving communications, share information, and resolve differences, the parties agree to form a Labor/Management Committee. The committee shall consist of three (3) members appointed by the City Manager and three (3) members appointed by the Union President. The parties agree to meet at mutually acceptable dates, times, and locations for the purpose of discussing the parties concerns.

The committee shall be free to address any topic of mutual concerns to the parties.

- A. The outcome of the meetings shall not be considered as constituting a binding agreement of the parties unless specifically so stated in writing.
- B. The committee is not empowered to negotiate or change the Collective Bargaining Agreement.

ARTICLE 34. LABOR-MANAGEMENT PARTNERSHIP

- A. The City of Las Cruces and the United Steelworkers of America Local Union 9424 agree to establish a Labor-Management Partnership initiative in order to assist the parties improve communications, share information, and resolve differences. The Labor-Management Partnership envisions an environment where diversity of opinions is valued and all stakeholders share in decisions that affect them and their work.
- B. Our partnership will be based on mutual respect and understanding.
- C. Two-way cooperation is essential to the development of an effective partnership.
- D. Partnership decisions will be based on full and open discussions.
- E. We will share information and conduct discussions in good faith striving to achieve consensus on decisions that best serve the City, our customers, and our employees.
- F. Our process will stress fairness, equity, and high personal accountability.

The initial focus of the Labor-Management Partnership shall be for labor and management to work together in developing, for approval, standard operating procedures at the Section level. In order to discuss and resolve union concerns about the promotional process and/or the non-selection of certain applicants, the City and the Union agree to form a committee of three (3) members appointed by the City Manager and three (3) members appointed by the Union President. The parties agree to meet at mutually acceptable dates times and locations for the purpose of discussing the Union's concerns about the promotional process and/or the non-selection of certain applicants. If mutual agreement is not reached, the parties may utilize the services of the Federal Mediation and Conciliation Service to mediate issues raised in the committee. The mediator will provide a written recommendation to both parties.

ARTICLE 35. TERM OF AGREEMENT

- A. This agreement shall be in effect from the date approved by both parties through June 30, 2026
- B. This Agreement shall remain in full force and effect and shall not expire until a successor Agreement is signed or unless amended by written mutual agreement by both parties.

ARTICLE 36. INOCULATION/PHYSICAL EXAMINATION

- A. Inoculation and immunizations, if specifically required by the Employer, will be provided at no cost for the employees when such employees are designated by their Section Administrator to receive such inoculation and immunizations. If an employee, while carrying out his/her duties, is exposed to a contagious disease, the City agrees to pay the expense for inoculation and immunization for the employee and employee's resident immediate family. This is subject to the review and approval of the Department Director on the basis of documentation and verification presented by the employee to the Department Director through the Human Resources Department.
- B. Time spent for required physical examination will be counted as time worked for payroll purposes.

ARTICLE 37. LOST, DAMAGED OR STOLEN PROPERTY

- A. Bargaining Unit Members, who have lost, damaged, or had Employer property stolen in the line of duty, regardless of cost, will not be required to reimburse the Employer for the cost of such items. This article does not cover the loss of, or damage, to equipment as a result of employee negligence or criminal act.
- B. The Employer will replace health aids prescribed by a licensed medical/health professional, uniform apparel, and required equipment damaged in the line of duty as a result of direct delivery of service in accordance with established policy so long as such damage has been officially documented. This article is not to be used to replace old, worn out, health aids, uniform equipment, or required equipment. Replacement requires the approval of the Section Administrator.
- C. All instances of lost, damaged, or stolen property will be reported to the Employee's supervisor on duty, in accordance with the established policy, in writing at the time of the occurrence, or before the end of the shift. Failure to make a proper report will negate any claim for replacement.

ARTICLE 38. BULLETIN BOARDS

- A. The Employer will provide a bulletin board conveniently located for the use of union employees and for the Local Union to post notices of meetings and other matter pertinent to union business. The size of the board or the space provided shall not be less than 23" X 35". This shall be the only location for the posting of Union notices on City property.
- B. Management shall not post materials on the Union bulletin board.
- C. Only Union Members shall be permitted to post material on the Union bulletin board with prior permission from the shop steward or a Union officer.
- D. No derogatory material will be posted on the Union board space, and material that has been posted on the Union bulletin board will not be used to discredit the Employer. No information shall be posted on the Union bulletin board that violates state or federal law. Said board will be professionally maintained at all times. If Management determines that material posted violates state or federal law, or violates the requirements of this Section, management will remove the material. Management will advise the Union of its actions by no later than the close of the following business day.

ARTICLE 39. FLEET MECHANIC'S TOOL ALLOWANCE

- A. All bargaining unit employees regularly classified to the position of Fleet Mechanic shall receive a one hundred dollars (100.00) tool allowance per pay period.
- B. Any lost, damaged, or stolen property shall be covered in accordance with Article 37 of this Agreement.

ARTICLE 40. UNIFORMS

- A. GENERAL POLICY. Employees designated by their Department Director, shall wear an appropriate City uniform while on duty. A Department Director, or designee, may offer the issuance of uniforms or the utilization of a contractual laundry service. Employees are responsible for maintaining the uniform items. All uniform items shall be maintained in a presentable condition. Faded, worn, or damaged clothing are not acceptable, including faded lettering and markings. Any alteration of uniform, such as cutting off sleeves, is unacceptable. Employees will not wear any article of the uniform that contains City patches, or identification, while off duty unless traveling to, or returning from, duty. The City of Las Cruces will provide, at no cost to the employee, all designated uniform items. The employee is subject to applicable taxation on certain uniform components, in accordance with IRS regulation. All uniforms shall conform with City Manager policy. Alcoholic beverages must not be consumed in a public place at any time when in a City uniform containing City of Las Cruces identification patches.
- B. UNIFORM ISSUANCE: Employees shall submit their orders by July 15 to have orders placed by the end of July. The City of Las Cruces shall submit these completed orders to vendors for all items during the month of July, and after an employee is officially on-boarded. Employees shall have the option to choose from the available vendor options according to existing contracts and procurement processes and procedures.
 - 1. SHIRTS: Six (6) annually. Specify options: Dark blue, light blue (excluding transit drivers), Men's fit, Women's fit, short/long sleeve, polo, T-shirts, button down (60-40), one hundred (100) percent cotton, denim, based on job requirements.
 - 2. PANTS: Six (6) annually, Men's fit, Women's fit; brands to include Wrangler, Dickies, Levi's and others based on the City's purchasing agreement.

3. JACKETS, VESTS, or LIGHT JACKETS: One every three (3) years, unless replacement is warranted under this Article. Employees may choose a hooded jacket.
 4. HEADWEAR: Four (4) the employee will be given the option of City logo, or both City/USW logos. Cap color shall match shirts and may be either high crown or low crown style, or boonie hats, Employees who choose to receive headwear shall have them ordered in the month of July. Other headwear, at the employee's expense, may include cowboy style, blank "ball" caps that match City uniform color or other styles that provides additional protection from the elements. Employees may use an appropriate head liner under their headwear. No other headwear with logos, other than mentioned above, shall be permitted.
 5. SHORTS: Three (3) pairs. Shorts may only be worn at the discretion of the Department Director and will be limited to those employees where this type of attire is appropriate.
 6. COVERALLS: Will be equally issued at the discretion of the supervisor and be based on job classification and duties.
 7. RAINGEAR: Will be equally issued at the discretion of the supervisor and be based on job classification and duties.
- C. UNIFORM EXCHANGE: Replacement of damaged or worn-out items of uniforms will be made upon written request through the employee's supervisor. Employees wishing to replace items that are faded, damaged, torn, or worn out shall present the item for exchange. Uniform replacement can be done anytime during the fiscal year.
- Procedure for the exchange of uniform items:
1. Inspection of the uniform item to be exchanged will be made by the supervisor.
 2. The employee will fill out a request form for the item(s) to be exchanged (excluding headwear). The request will not be processed absent a request form.
 3. The supervisor will review all uniform requests. After the uniforms and request forms have been reviewed and approved, the employee can proceed with the exchange.
 4. The supervisor will generate the appropriate requisition for uniforms and patches that have been approved for replacement.
 5. The supervisor will receive and issue replacement items in compliance with the City Manager's policy.
- D. Employees must return all uniform items at time of separation.

ARTICLE 41. LONGEVITY PAY.

Longevity pay is to recognize career employees for length of continuous regular full-time municipal service. A one-step, in-grade increase may be awarded on an employee's first (1st), third (3rd), sixth (6th), tenth (10th), fifteenth (15th), twentieth (20th), and twenty-fifth (25th) anniversary dates. These anniversary date increments will be implemented and apply to eligible employees hired after ratification of Union membership and approval of this collective bargaining agreement by City Council.

1. Longevity pay shall consist of a salary increase equal to five (5) percent effective on the first pay period following completion of the required years of service.

2. All time during which an employee is on the inactive payroll will be deducted from total length of service.
3. Any employee, who has accrued years of service, leaves City employment and later is re-hired, forfeits all previous longevity credits.

ARTICLE 42. EMPLOYEE TRAINING AND DEVELOPMENT

- A. The City and the Union agree that one of the primary functions of training is to assure the optimum use of human resources, in attaining organizational needs, and when feasible, to provide career development opportunities to employees. The parties further recognize that development of employee's knowledge, skills and abilities through effective training and education is an important factor in maintaining efficient operations.
- B. This program is intended to enable the City to potentially fill future employment needs from within its own ranks and provides for the professional growth of employees.
- C. TRAINING AND EMPLOYEE DEVELOPMENT OBJECTIVES. The objectives shall be designed and established to achieve the following:
 1. Improve the quality of services provided by the City through its staff.
 2. Improve the quality of performance for each individual employee and the various departments and units of the City.
 3. Prepare employees for career advancement.
 4. Create a work force with the occupational skills necessary to meet current and future employment needs.
 5. Keep employees current on changing technologies in the workplace.
- D. Employees are encouraged to take advantage of training and educational opportunities that will enhance skills and qualifications needed to increase efficiency in the performance of their duties and responsibilities, and for possible advancement within the City. Training related to an employee's current job duty will be given priority over development and training. Employees are responsible for initiating discussion to identify and assess their own specific training needs included but not limited to:
 1. Working in partnership with supervisors to meet the section and their own training and developmental needs.
 2. Employees may identify, where possible, certain needs related to their individual work experience which are required to meet all the performance and advancement criteria which may be defined and established by City Management.
 3. Employees may apply for program participation and their participation shall be of the highest quality possible.
 4. Employees may petition through established channels for specialized and subsidized programs.
 5. The optimal time to discuss training and development opportunities is during the yearly evaluation period.
- E. PROGRAM DESIGN: Development programs shall be designed in a manner that will maximize the potential benefit of employee participation in the program. Further, the program shall ensure that the contents do not exclude any employee from participation. Employee development programs shall include, but not be limited, to the following:
 1. In-house general programs designed for all levels of personnel in the City service.

2. In-house programs designed to meet specific departmental requirements.
3. In-house programs designed to specific levels of personnel. Such determinations, however, shall ensure that unnecessary, or unrealistic, barriers are not imposed.
4. Programs provided by other agencies or entities with proven capabilities and expertise, and which have been sanctioned and approved by administration and the Human Resources Department.
5. Specialized programs offered by other institutions or organizations that may be of benefit to individual employees.
6. Participation in formal institutionalized education and training efforts available outside of the City service.

F. EMPLOYEE REQUESTS FOR FLEXIBLE WORK SCHEDULES FOR CLASSES

All requests to deviate from the work schedule to attend classes should be made in writing to the Department Director, or designee. Each request will be evaluated in terms of negative impact to the department and other potential scheduling problems as determined by management.

Each employee's request should be given separate consideration in terms of individual merit. Requests to attend classes during working hours may be granted in accordance with these criteria:

1. The request may be granted only if the employee's absence during working hours does not affect service to the community or cause other personnel to assume work outside the scope of their current position in order to accommodate school attendance. The assignment of additional work shall be determined by the Department Director, or their designee.
2. Certain employee functions are one of a kind by virtue of the nature of the job. Therefore, it is frequently not possible to deviate an employee's work schedule to attend classes. No employee should expect a deviation of their work schedule because of another employee's schedule.
3. When supervision is in doubt about permitting an employee to deviate from their schedule, the following criteria should be applied:
 - A. No one shall be accorded the privilege of deviating from their work schedule for any reason if their absence from work may result in delay, or interruption of services.
 - B. Employees who request to deviate from their work schedules to attend classes must have successfully completed all entry requirements and academic deficiencies to be eligible for consideration.
 - C. The employee must be enrolled in an approved job-related program to be eligible for consideration. No work schedule shall be deviated from to attend self-improvement or awareness courses, to complete entry requirements, or to overcome academic deficiencies.
 - D. Employees may receive consideration if they are attending, or plan to attend, a trade or craft school directly related to their chosen vocational field. Department Directors will require written justification explaining how the training will be advantageous to the municipal service. Exceptions will be extended in cases when the Department Director has suggested additional training or made such training mandatory.

- E. All approved requests to have a work schedule deviation shall be sent to the Human Resources Department for inclusion in the employee's personnel folder.
- F. Attendance in job related training courses which does not require makeup time must be approved by the immediate supervisor in advance.

ARTICLE 43. ELECTRONIC MONITORING SYSTEMS

- A. The intended purpose of Electronic Monitoring Systems (Systems), such as Global Position Systems (GPS), is for the observation and tracking of the City's vehicles and property. This is an effort to maximize the value of the City's assets while reducing the cost of property and vehicle fleet, and providing a mechanism to monitor locations, usage, driving activities, and behavior.
- B. These Systems will allow the City to locate, observe, and track the appropriate use of assets and dispatch vehicles to maximize efficiencies. These Systems will also allow the City to confirm or deny allegations of misconduct, abuse, traffic violations, and/or auto damage claims.
- C. Systems may be used to report unsafe, or unauthorized, use, or possession of City property, vehicles that excessively speed, have unusual amounts of idle time, and/or for other job-related factors which may lead to disciplinary action.
- D. Employees shall not remove, alter, bypass, disconnect or otherwise affect the operation of any Systems installed in any City vehicle or asset without the express prior approval and may be grounds for discipline up to and including termination.
- E. All that have view access rights to utilize Systems tracking any vehicle will do so only during periods which the employee is considered engaged by the City.
- F. No tracking of personal use of stand-by vehicles that has been logged as such by the stand-by employee will be used unless required to respond to a report filed with the City. The initial review of personal use of stand-by vehicles shall not be performed by the employee's direct supervisor. Only pertinent, facts and activities that may affect employment may be used.

APPENDIX A

BLUE COLLAR JOB CLASSIFICATION LIST

Job Class	Long Description
K001	AIRPORT OPERATIONS MAINTENANCE TECH I
K002	AIRPORT OPERATIONS MAINTENANCE TECH II
M012	AMI TECHNICIAN I
M013	AMI TECHNICIAN II
K016	AQUATICS MAINTENANCE WOKER
K040	ASSISTANT COMMUNITY FORESTER
K032	BUILDING ATTENDANT
K030	BUILDING SERVICES REPRESENTATIVE
J050	COMMERCIAL PLUMBER
E017	COMMERCIAL PLUMBER LEAD
K004	CONCRETE FINISHER
M004	COOK
M019	CUSTODIAN
J048	FACILITIES ELECTRICIAN
E018	FACILITIES MAINTENANCE LEAD
K031	FACILITIES MAINTENANCE WORKER
I004	FLEET MAINTENANCE SERVICE WRITER
K035	FLEET PARTS SUPPLY CLERK
M002	FLEET SERVICE WORKER
J058	FLEET TECH I
J086	FLEET TECH II
J087	FLEET TECH III
M006	FOOD SERVICE WORKER
E010	GAS CATHODIC CREW LEADER
J038	GAS CATHODIC PROTECTION TECH I
J040	GAS LEAK SURVEY TECH
J028	GAS MEASURE TECH
K024	GAS SYSTEM WELDER I
J046	GAS SYSTEM WELDER II
K011	HEAVY EQUIPMENT OPERATOR
K018	HEAVY EQUIPMENT OPERATOR I
K022	HEAVY EQUIPMENT OPERATOR II
M007	HOME CARE WORKER
J091	INDISTRIAL ELECTRICIAN II
J041	INDUSTRIAL ELECTRICIAN I

Job Class	Long Description
J049	INDUSTRIAL HVAC TECH
E016	INDUSTRIAL HVAC TECH LEAD
K013	IRRIGATION MAINTENANCE WORKER
E009	LANDFILL HEAVY EQUIPMENT OPERATOR
E013	LEAD CUSTODIAN
E015	LEAD FACILITY ELECTRICAL
E006	LEAD MEALS DELIVERY DRIVER
M020	LEAD SERVICE ATTENDANT
E020	LEAD TRANSIT OPERATOR
K037	LICENSED CHEMICAL APPLICATOR
K010	LIGHT EQUIPMENT OPERATOR
M005	MEALS DELIVERY DRIVER I
L007	PARK MAINTENANCE CREW LEADER
K014	PARKS MAINTENANCE WKR
J014	RADIO COMMUNICATIONS TECH
J082	RADIO PARTS TECH
M023	SENIOR COOK
J069	SENIOR FLEET MAINTENANCE MECHANIC
K026	SENIOR HEAVY EQUIPMENT OPERATOR HAZMAT
J033	SENIOR METER MECHANIC
K015	SENIOR PARKS MAINTENANCE WORKER
M021	SERVICE ATTENDANT
M010	SOLID WASTE LABORER
K019	SOLID WASTE EQUIPMENT OPERATOR I
K039	SOLID WASTE EQUIPMENT OPERATOR II
J010	STREET LIGHT ELECTRICIAN
E004	STREET LIGHT ELECTRICIAN CREW LEADER
M001	STREET MAINTENANCE WORKER
E001	STREET MAINTENANCE CREW LEADER
K006	TRAFFIC SIGN AND MARKINGS TECH I
K007	TRAFFIC SIGN AND MARKINGS TECH II
E002	TRAFFIC SIGNAL CREW LEADER
J011	TRAFFIC SIGNAL TECH I
J012	TRAFFIC SIGNAL TECH II
E021	TRAFFIC SIGNS MARKING CREW LEADER
K005	TRANSIT OPERATOR I
K003	TRANSIT OPERATOR II
I020	UTILITIES DISPATCHER II
K021	UTILITY FIELD SERVICE TECH
K036	UTILITY LINE LOCATOR I

Job Class	Long Description
E014	UTILITY LINE LOCATOR II
K038	UTILITY LINE LOCATOR III
M009	UTILITY SERVICES WORKER I
E008	UTILITY SYSTEMS CREW LEADER
I012	UTILITIES DISPATCHER I
J039	UTILITY SERVICES WORKER II
M017	WAREHOUSE WORKER I
M024	WAREHOUSE WORKER II
E019	WASTEWATER COLLECTION CREW LEADER
M016	WASTEWATER COLLECTION WORKER I
K029	WASTEWATER COLLECTION WORKER II
J042	WASTEWATER LIFT STATION OPERATOR
M018	WASTEWATER MAINTENANCE MECHANIC I
J034	WASTEWATER MAINTENANCE MECHANIC II
K028	WASTEWATER PLANT OPERATOR I
J047	WASTEWATER TREATMENT PLANT OPERATOR II
M014	WATER MAINTENANCE WORKER I
M015	WATER MAINTENANCE WORKER II
J043	WATER PRODUCTION OPERATOR
K027	WATER RESOURCES SERVICE TECH
E011	WATER SYSTEMS CREW LEADER
K023	WELDER

ORDER AND AWARD

Based upon the foregoing and upon a careful consideration of the arguments of the parties and of the entire record in this matter, the Arbitrator concludes that the City's Last Best Offer is most consistent with the requirements of the Statute and should become part of the parties' collective bargaining agreement, effective November 11, 2023. It is so ordered and awarded.

Dated: November 11, 2023.



Stephen E. Alpern
Arbitrator