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**City of Las Cruces**<sup>®</sup>  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item # 6 Ordinance/Resolution# 11-232

For Meeting of \_\_\_\_\_  
 (Ordinance First Reading Date)

For Meeting of June 6, 2011  
 (Adoption Date)

**TITLE: A RESOLUTION APPROVING AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE LAS CRUCES POLICE OFFICERS' ASSOCIATION.**

**PURPOSE(S) OF ACTION:**

Amend five (5) sections of the current collective bargaining agreement.

<b>COUNCIL DISTRICT: N/A</b>		
<b><u>Drafter/Staff Contact:</u></b> Andre Moquin	<b><u>Department/Section:</u></b> Human Resources	<b><u>Phone:</u></b> 528-3401
<b><u>City Manager Signature:</u></b>		

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

In May 2010 Council approved the collective bargaining agreement (CBA) between the Las Cruces Police Officers' Association (Police Union) and the City of Las Cruces (City).

In accordance with Section 15 of the agreement, the parties began negotiations on January 6, 2011. On March 15, 2011 the Union declared impasse. In accordance with LCMC 15-15 (c) (1), the parties requested assistance from the Federal Mediation and Conciliation Services (FMCS).

On May 19<sup>th</sup>, 2011 the parties were successful in mediation and reached agreement on all negotiated items which resulted in proposed changes to Section 15 Compensation, Section 16 Specialty Pay, Section 19 Holiday Pay, Section 29 Stand By/On Call Pay and, Section 33 Discipline.

Changes to Section 15 reflects a one and one half (1.5) percent increase to the wages of employees represented by the Police Union, continued step increases for the second and third year of the contract and eight (8) hours of personal leave to expire in May, 2012. (Exhibit A) The increase will be effective at the beginning of the first full pay period after Council approval (Sunday June 19, 2011). If approved, the estimated budgetary impact will be one hundred and thirty thousand (\$130,000) dollars.

Changes to Section 16 results in the eligibility of evidence technicians to receive bilingual pay. (Exhibit B) Changes to Section 19 create a leave bank for holiday pay hours, easing employee and administrative burden for the use and payment of approved holiday hours. (Exhibit C)

(Continue on additional sheets as required)

Changes to Section 29 formalizes the limit of one (1) hour of minimum pay for court appearance. (Exhibit D) Changes to Section 33 adds an additional option for disciplinary action in the form of "corrective actions". This will provide another option, beyond written reprimands and suspensions, to be administered by management to correct an employees work related performance or behavior problems. (Exhibit E)

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Section 15 Compensation.
3. Exhibit "B", Section 16 Specialty Pay.
4. Exhibit "C", Section 19 Holiday.
5. Exhibit "D", Section 29 Stand By/On-Call Pay.
6. Exhibit "E", Section 33 Discipline.

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the Fund.
<b>Does this action create any revenue?</b>	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: in the amount of \$ _____ for FY ____.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

Funding for this resolution will cover two (2) weeks of the current fiscal year and come from various accounts. A budget adjustment will be brought forward for FY 12 at the beginning of the fiscal year. Estimated cost \$130,000.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Various	Various	Various	Various	Various	Various

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the negotiated changes to the Police Union Agreement;
2. Vote "No"; this will require the parties resume negotiations.

**REFERENCE INFORMATION:**

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

N/A

(Continue on additional sheets as required)

RESOLUTION NO. 11-232**A RESOLUTION APPROVING AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE LAS CRUCES POLICE OFFICERS' ASSOCIATION.**

The City Council is informed that:

**WHEREAS**, in May 2010 Council approved the collective bargaining agreement (CBA) between the Las Cruces Police Officers' Association (Police Union) and the City of Las Cruces (City); and

**WHEREAS**, in concurrence with Section 15 of the CBA the parties began negotiations on January 6, 2011; and

**WHEREAS**, on May 19, 2011 the Union declared impasse; and

**WHEREAS**, in accordance with LCMC 15-15 (c) (1), the parties requested assistance from the Federal Mediation and Conciliation Services (FMCS); and

**WHEREAS**, on May 19, 2011 the parties were successful in mediation and reached agreement on all negotiated items; and

**WHEREAS**, changes to Section 15 reflects a one and one half (1.5) percent increase to the wages of employees represented by the Police Union, continued step increases for the second and third year of the contract and eight (8) hours of personal leave to expire in May 2012; and

**WHEREAS**, changes to Section 16 results in the eligibility of evidence technicians to receive bilingual pay; and

**WHEREAS**, changes to Section 19 creates a leave bank for holiday pay hours, easing employee and administrative burden for the use and payment of approved holiday hours; and

**WHEREAS**, changes to Section 29 formalize the limit of one (1) hour of minimum pay for court appearance; and

**WHEREAS**, changes to Section 33 formalizes an additional option for disciplinary action in the form of "corrective actions" to correct an employees' work related performance or behavior problems.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

**(I)**

**THAT** the changes to the CBA Sections 15, 16, 18, 29 and 33, attached herein as Exhibits A, B, C, D and E are hereby approved.

**(II)**

**THAT** City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

**DONE AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED:

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

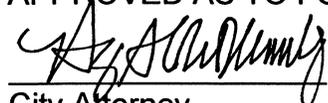
Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Connor:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Thomas:	_____

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**SECTION 15 – COMPENSATION:**

- A. No earlier than one hundred and twenty (120) days prior to the second 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 Section 15 Pay Increase and one (1) other non-economic section. Upon such notice given, the duly authorized representatives of the parties shall meet for the purpose of negotiating with respect to said matters.
- B. Step increases will continue for the second and third year of the contract.
- C. Effective on the first full pay period after adoption of the agreement by City Council and ratification by union membership, all bargaining unit employees shall receive a one and one half (1.5) percent increase to base wages.
- D. Effective on the first full pay period after adoption of this contract by the City council and ratification by Union membership, all bargaining unit employees, shall receive an additional eight (8) hours of personal leave. This additional eight (8) hours will be in effect until May 9, 2012. Leave will be requested and used as per applicable policy.

**SECTION 16 – SPECIALTY PAY:****A. Bilingual pay**

Sworn officers, codes enforcement officers, animal control officers, ID and evidence technicians and transport officers who demonstrate a sufficient level of proficiency in Spanish, as determined by the Human Resources Department, and used to the benefit of the department shall receive twenty (20) dollars per week of bilingual pay.

**B. Senior Patrol Pay**

Patrol officers with ten (10) or more years of consecutive service within the patrol section

**C. Animal Control Certification**

Animal Control Officers who achieve NACA III and NACA cruelty III certifications shall receive seventy five (75) dollars of pay per month for these certifications.

**D. K-9 Pay**

The handler(s) assigned to the K-9 Unit shall perform the routine care and maintenance of the canine (“K9”). Officers will be allotted ½ hour per duty day to complete this task. Officers will be compensated seven (7) hours of overtime per pay period for off-duty care and maintenance of the police K9.

**SECTION 19 – HOLIDAYS:**

- A. Employees will receive paid holidays at eight (8) hours per day, as adopted by City Council.
- B. Paid holiday leave is recognized as a benefit that the City provides to allow employees to observe national, state and local celebrations. Therefore, only essential employees will work holidays. The Chief will determine who is an essential employee.
- C. Bargaining unit members shall have holiday pay hours placed in a leave bank in December of each calendar year. Bargaining unit members may request the use of a corresponding number of banked holiday hours in weeks containing approved holidays, using methods established by the Chief. Any unused holiday pay hours will be paid out as part of the first full pay period each December.
- D. Employees working on a Holiday will receive time and one half (1½) for all hours actually worked on the Holiday. Holiday hours will be considered time worked for purposes of determining overtime pay.
- E. Employees shall receive eight (8) hours of personal leave as per the City of Las Cruces Manual of Personnel Policies, as adopted or revised.
- F. Non-essential sworn bargaining unit members normally scheduled to work a holiday will receive sufficient holiday hours to ensure a normal workweek.

**SECTION 29 – STAND BY/ON-CALL PAY:**

Standby pay will be used to compensate members required to make their time available to the City government after regular scheduled working hours.

**A. Definitions:**

1. Standby: An individual required to be available to respond to emergencies. One that is held in reserve, ready to act reliably when needed after regular work hours.
2. Standby Pay/On-Call Pay: Compensation paid in addition to the hourly base rate to individuals required to standby. Extra compensation is paid to the standby for making his/her time available to the Employer after regular working hours, with this compensation being eighty five (85) dollars weekly.
3. Show Up Pay: Sometimes referred to as call back pay. This payment is awarded to certain Employees who report for duty when recalled from off duty status and who are responding for less than two hours of duty is paid for the two (2) hours in accordance with paragraph 5 below. In the case of employees reporting for court appearances in response to a subpoena, they will receive a minimum of one (1) hour of pay. In the event an employee is fully released and must return for another subpoenaed appearance beyond a two (2) hour break, they will receive a minimum one (1) hour of pay, all other hours will be compensated as time worked.
4. If the employee remains at work following the expiration of the two (2) hours period or is called back before its expiration, they will compensated for additional time worked beyond the two (2) hours.
5. If an employee is released from work after the expiration of that two (2) hour period and recalled to work, the employee shall be compensated for two (2) hours and any additional time worked. Should the call out result in an unreasonable loss of rest (less than four (4) hours) the employee may call their direct supervisor and request flex time. Flex time shall be based on actual time worked and is contingent upon supervisor approval. A supervisor may direct the use of flex time.

**B. Policy:**

1. Standby pay/On-Call Pay is determined by this Agreement. The standby pay/On-Call Pay for all members, will remain the same as City Policy. In the event City Policy changes (increases), said increases will apply to all members of Collective Bargaining Unit.

**SECTION 33 - DISCIPLINE:****A. POLICY**

Department, Bureau, Division, and Section commanding officers may exercise Discipline for members' violations of City policy, the Department's General Orders, Special Orders, Administrative Orders, and Rules and Regulations.

**B. ELIGIBLE VIOLATIONS**

1. Discipline will be applied in a corrective, progressive, and uniform manner unless the facts of the situation warrants a more severe discipline. It shall be the responsibility of the Chief or his Departmental Designee to determine what situations warrant more severe discipline.

Discipline shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

2. Disciplinary action in the form of a suspension may be implemented immediately or postponed pending the outcome of a Grievance or Appeal, dependant on the needs of the Department as determined by the Chief of Police.

**C. PENALTIES**

Discipline penalties shall be limited to any one of the following:

1. verbal reprimand
2. corrective action
3. written reprimand
4. suspension without pay
5. disciplinary transfer
6. terminations

Nothing in this order is meant to prohibit a supervisor or Commanding Officer from, nor relieve same of the responsibility for initiating and/or conducting necessary and appropriate training, as determined by the Department. Verbal reprimands must be specifically recognized by the employee and the supervisor as such. Corrective action is defined as supervisory action taken to correct an employee's work related performance or behavior problem

**D. PROCEDURES**

1. Upon discovering a violation, the reporting supervisor shall;
  - a. Submit a written recommendation to the appropriate Deputy Chief for review and final recommendation to the Chief of Police or Departmental Designee.
  - b. Only the Chief of Police or Departmental Designee shall authorize any disciplinary action deemed necessary for the violations cited.
  - c. The employee may accept the imposed discipline. If the employee does not agree with the imposed discipline he/she may direct his/her concerns to the LCPOA President.
  - d. The POA President and Chief of Police or designee by agreement may meet to discuss an informal resolution on discipline matters involving the loss of pay.
  - e. Final imposition of discipline rests solely with the Chief of Police or Departmental Designee. At the discretion of the Chief, employees may be allowed the forfeiture of vacation or comp time in lieu of leave without pay. (Any further remedies can be found in Section 33 of this contract.)

#### E. LOUDREMILL HEARING

1. In the event an employee is terminated, demoted, or suspended for more than two (2) working days, the City Manual of Personnel Policy regarding "Loudermill Hearings" shall be adhered to. There shall be a meeting with an employee explaining the reasons for an involuntary transfer.

- F. The Peace Officer's Employer/Employee relations Act (Officer's Bill of Rights) shall be applied and adhered to, throughout the procedures in this section and others.