

275
City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 11 Ordinance/Resolution# 14-195

For Meeting of _____
 (Ordinance First Reading Date)

For Meeting of June 2, 2014
 (Adoption Date)

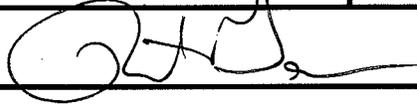
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION AMENDING THE PERSONNEL MANUAL.

PURPOSE(S) OF ACTION:

Revisions to the City's personnel manual.

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

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Section 22-33 of Las Cruces Municipal Code (LCMC) stipulates that Las Cruces City Council shall adopt by resolution a personnel manual consisting of personnel rules, regulations and procedures. The last revisions of the existing personnel manual were approved by Council on January 22, 2013. City staff reviewed the manual and recommends revisions based on program and plan updates, for clarification and consistency purposes, as well as changes of policy based on best practices.

The recommended changes include: Section 406 Pay Rate Adjustments, simplifying and clarifying the merit pay program as well as providing for longevity and performance pay options for unrepresented non-exempt employees. Section 1002 Periods of Review, adjusting our processes to match new functionality in performing employee appraisals. Section 1200 Employee Benefits, clarifying roles and procedures given recent changes in benefit plans and providers.

Legislative format and summary of changes of the proposed changes are found in Attachments "A" and "B" respectively.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Personnel Manual Amendments.
3. Attachment "A", Legislative Format.
4. Attachment "B", Summary of Changes.

SOURCE OF FUNDING:

Is this action already budgeted? N/A		
	Yes	<input 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.	
Does this action create any revenue? N/A		
	Yes	<input type="checkbox"/> Funds will be deposited into this fund: in the amount of \$ _____ for FY ____.
	No	<input type="checkbox"/> There is no new revenue generated by this action.

BUDGET NARRATIVE

N/A

FUND EXPENDITURE SUMMARY:

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

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the changes to the personnel manual.
2. Vote "No"; this will disapprove the changes to the personnel manual.
3. Vote to "Amend"; and provide changes to the resolution.
4. Vote to "Table"; and provide further direction to staff.

REFERENCE INFORMATION:

N/A

RESOLUTION NO. 14-195

A RESOLUTION AMENDING THE PERSONNEL MANUAL.

The City Council is informed that:

WHEREAS, Section 22-33 of Las Cruces Municipal Code (LCMC) stipulates that City Council shall adopt by resolution a personnel manual consisting of personnel rules, regulations and procedures; and

WHEREAS, the last revisions of the existing personnel manual were approved by City Council on January 22, 2013; and

WHEREAS, City staff reviewed the manual and recommends revisions based on program and plan updates, for clarification and consistency purposes, as well as changes of policy based on best practices.

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

(I)

THAT the amendments to the 2013 Personnel Manual attached hereto as Exhibit "A", 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:

Mayor

ATTEST:

City Clerk

(SEAL)

VOTE:

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Smith: _____

Councillor Pedroza: _____

Councillor Small: _____

Councillor Sorg: _____

Councillor Levatino: _____

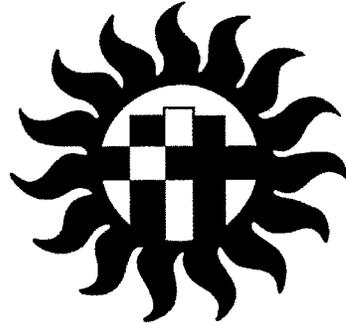
Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney



City of Las Cruces

2014

Personnel Manual

Adopted June 2, 2014

shall be made to place the employee at the full promotional rate as defined above.

5. Reclassifications

Reclassification is the reassignment of a position from one class to a different class to recognize a significant change in the duties and responsibilities of the position/employee. For an upward reclassification the percentage increase will be the higher of:

- A. Two and one half (2.5) percent when the new position is one (1) salary grade higher, or
- B. Five (5) percent when the new position is two (2) salary grades higher, or
- C. Seven and one half (7.5) percent when the new position is three (3) grades higher, or
- D. Ten (10) percent when the new position if four (4) or more salary grades higher, or
- E. Twelve (12) percent if moving from a non-exempt to a higher exempt position, or
- F. Two and one half (2.5) percent above the minimum of the new pay grade.
- G. For a downward reclassification the affected employee should be placed in the lower of their current percentile rank, or the maximum of their new pay grade

6. Demotion. The placement of an employee within a lower grade than the employee's current assigned grade resulting in a decrease in pay.

In the case of a demotion, the employee shall be placed in the pay grade for the position they are being demoted to at their same percentile rank or the maximum of the new pay grade, whichever is lower.

In the event that an employee is moving between unrepresented and represented positions, the employee shall be placed in the pay grade for the position they are being demoted to, at the average wages of all employees within that position with the similar length of service with the City. In the event that no such match exists the new salary will be determined by the City Manager.

7. Full Reinstatement. When reinstated from layoff for lack of work, the employee shall be restored to the same grade and percentile rank of the grade the employee had at the time of the layoff.

8. Reinstatement to a Lower Grade. If reinstated from a layoff to a lower grade, for whatever reason, the employee shall be placed in the pay grade for the position they are being reinstated to at their same percentile rank or the maximum of the new pay grade, whichever is lower.

9. Cost-of-Living/General Wage Adjustments. The City Council may allocate funds for general wage adjustments. These adjustments may be made to the pay grades. All eligible employees will receive the amount of the adjustment that does not cause the employee to exceed the maximum of the grade.
10. Exempt Employee Initial and Last Paycheck. Exempt employees will be paid a proportionate part of the employee's full salary for the time actually worked in the first and last week of employment at an hourly equivalent of the employee's full salary.
11. The City Manager has discretion to review an individual's salary and make adjustments in the interest of parity or equity. Such salary adjustments are extraordinary and unusual and are to be considered, without precedent, on a case-by-case basis.
12. The City Manager may evaluate the impact of a change to an employee's duties and responsibilities, and for fairness and equity may direct an employee's salary be frozen for a period of time. The Human Resources Department will evaluate the effects of the freeze and make recommendations to the City Manager regarding the duration of the freeze.

407. HOURLY RATE, REGULAR RATE AND HOURS WORKED DEFINED AND EXCLUSIONS IDENTIFIED.

The hourly rate is the equivalent of straight time compensation received by a non-exempt employee for work divided by the number of hours that money is intended to compensate.

The regular hourly rate of pay of an employee is determined by dividing an employee's total remuneration for employment (except statutory exclusions) in any workweek by the total number of hours actually worked in that workweek for which such compensation was paid.

Hours worked includes all time an employee must be on duty, or on the employer's premises or at any other prescribed place of work.

Exclusions from the hourly and regular rate include payment for occasional periods when no work is performed due to vacation, holiday, illness, failure of employer to provide sufficient work, absence due to authorized leave, jury duty, leave without pay, or any payments to an employee which are not made as compensation for the employee's regular hours of employment.

408. ELIGIBILITY FOR OVERTIME PAY.

1. FLSA non-exempt employees (except seasonal workers) shall become eligible to be compensated at one and one-half (1.5) times the regular rate per hour for all time worked in excess of forty (40) hours during a regularly scheduled seven-day work week (212 hours per 28-day period for 56-hour non-union fire service personnel). Occasional periods when no work is performed due to lack of work, paid leave or unpaid leave cannot be counted

414. JOINT EMPLOYMENT RELATIONSHIPS. Personnel employed by the City in more than one (1) capacity and/or for more than one (1) department, or section must be paid on the basis of total time worked. The exception to this extends to salaried non-exempt employees who volunteer to work after regular hours in City sponsored recreational activities or other casual assignments that are unrelated to the employee's regular position. No employee may volunteer to work for the City after regular hours when the volunteer activities are related to the employee's regular position.

****NOTE:** For more information specific to employees working in more than one (1) job, please contact the Human Resources Department or refer to FLSA regulations governing joint employment relationships.

415. MERIT INCREASE PROGRAM

1. All full and part-time regular, non-contract, non-sworn, exempt employees in good standing may be eligible for a prorated merit increase based on the employees' overall performance and budget allocated by the City Council.
2. The range of merit increases will be established by the City Manager, and will be added to base pay the first full pay period after the approval of merit pay by the City Manager.
3. Employees near or at the top of their pay grade eligible to receive merit pay increases will see the increase applied to the employees' base salary. Any amount in excess of the salary grade maximum will be awarded as a lump sum payment, and will not be added to base pay.

416. PERFORMANCE PAY.

1. A Department Director may recommend to the City Manager, as part of the annual budget process, that an unrepresented employees eligible for longevity pay receive an extraordinary salary increase, to the maximum of an employees pay grade, to recognize exemplary service and performance.

417. LONGEVITY PAY.

1. Recognizes career employees for length of continuous regular service.
2. All full and part-time regular, non-contract, non-sworn, non-exempt unrepresented employees in good standing may be eligible for an in grade increase awarded for an employee's 3rd, 6th, 10th, 15th, 20th and 25th anniversary dates of hire.
3. Longevity pay shall be four and three quarter (4.75) percent to the maximum of an employees pay grade.
4. Longevity pay shall be dependent of the availability of approved budget.
5. All time during which an employee is on the inactive payroll will be deducted from total length of service.

Employees who elect to receive payment for Sick Leave: An extra payment will be made in the first fifteen (15) days in December.

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, payments of unused Sick Leave in excess of three hundred (300) to a limit of two hundred, forty (240) hours (336 hours for non-union fire employees working a 56 hour schedule) shall be made to employees in accordance with Section 509.2(A and B). 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, thirty-six (836) hours at a ratio of two to one (2:1). Non-union fire service employees working a fifty-six (56) hour schedule shall have a limit of one thousand, one hundred, seventy (1170) hours. No payment for Sick Leave shall be made to employees whose resignation is accepted with prejudice.
5. Death Provisions: The beneficiary of an employee who dies while on the active payroll, with ten (10) or more years of service, shall be paid for the deceased employee's unused Sick Leave at the retirement rate.

510. SICK LEAVE BANK.

Purpose:

On occasion, a City of Las Cruces employee or a member of their immediate family may encounter a catastrophic illness that requires an extended absence from work. The Sick Leave Bank (SLB) is created to provide for donation of sick/annual or personal leave to assist an employee who has exhausted all accrued leave and who has no other paid leave options available. This leave may be granted in the event of a catastrophic illness of the employee or immediate family member.

A catastrophic illness means an illness, injury, impairment, or physical/mental condition which prevents the employee from performing the functions of their job, or a life-threatening illness of an immediate family member; and requires the services of a licensed medical practitioner for a prolonged period of time, and forces the employee to exhaust all leave time earned and be in a leave without pay status.

Policy:

may not designate leave retroactively as FMLA leave unless:

- 1) The employee has been out of work and the employer does not learn of the reason for the leave until after the employee returns (in which case the City must designate the leave upon the employee's return to work); or
 - 2) The City has provisionally designated leave as FMLA leave and awaits receipt of a medical certification or other reasonable documentation.
 - 3) The City has notified the employee of their potential eligibility for FMLA.
- C. If the employee gives notice of the reason of the leave later than two (2) days after returning to work, the employee is not entitled to the protections of the FMLA.

11. Job Benefits and Protection

- A. During an FMLA qualifying leave, the employee and dependent health and dental insurance is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.
- B. An eligible employee returning from a FMLA qualifying leave is entitled to be restored to the same position and shift that the employee held when the FMLA qualifying leave began, or to an equivalent position and shift with equivalent benefits, pay and other terms and conditions of employment.
- C. Provided the employee returns to work immediately following his/her FMLA qualifying leave, benefits must be resumed upon the employee's return to work at the same level as were provided when leave began. Any new or additional coverage or changes in health benefits must be made available to an employee while on FMLA qualifying leave.

12. Procedures and Responsibilities

A. Employee Requests

Employees must request FMLA leave thirty (30) days in advance or as soon as practicable by completing the FMLA Leave Request Form and submitting it to their immediate supervisor. The form is then routed to the Human Resources Department within two (2) days of its receipt. If the employee is unable to complete the form, due to circumstances relating to a serious health condition, the form may be initiated by supervisory staff.

The employee must ensure that the Certification of Physician or Practitioner is completed immediately and submitted to the Human Resources Department.

B. Employer Initiation

The supervisor will notify Human Resources when an employee has been absent three (3) consecutive calendar days (2 shifts for fire personnel working

519. PROVISIONS FOR CERTAIN NON-UNION FIRE DEPARTMENT PERSONNEL.

1. Non-union forty (40) hour fire personnel shall be eligible to receive eight (8) hours of prorated holiday pay for twelve (12) regularly scheduled holidays or as determined by the City Council.
2. Exempt fifty-six (56) hour Fire Service employees shall have ninety-six (96) hours holiday leave hours placed in a bank in January of each calendar year. Methods for requests of holiday leave hours shall be established by the Chief. Any unused holiday leave hours shall be forfeited at the issuance of new banked hours. Prorated holiday leave hours shall be banked for employees promoting into eligible positions.
3. Unrepresented, non-exempt Fire Department employees working a fifty-six (56) hour week schedule shall receive twelve (12) hours of holiday pay at the employees' regular hourly rate for each holiday recognized by the City.

520. GOVERNMENTAL/PROFESSIONAL LEAVE.

Employees, who are members of governmental or professional organizations related to their City employment, are eligible to attend meetings during working hours and charge such leave as time worked when such meetings are held in Las Cruces. If such meetings are conducted outside the Las Cruces area, employees shall follow the City's Travel Policy.

Participation is contingent upon supervisor approval and shall not interfere with the proper execution of employees work related duties.

521. VOTING LEAVE.

All City employees who are registered to vote in primary, general and municipal elections will be allowed up to two (2) hours off from work to vote, when applicable. Employees requesting time off to vote must be registered voters, living within the eligible voting area, and must make a formal request to their supervisor two (2) days prior to Election Day, for absence from their duties during working hours, so as not to adversely impact City operations.

522. SEARCH AND RESCUE LEAVE

Employees who participate on Search and Rescue Teams recognized by the New Mexico State Police, or other recognized agency, may be granted leave with pay for the time the employee is engaged in the search and rescue mission.

Before the employee will be granted any paid leave time for participation in a search and rescue mission, s/he must obtain written permission from the City Manager on an annual basis. A copy of the memo granting the leave will be placed in the employee's personnel folder and a copy sent to the Payroll Section.

Regular, full-time employee will be granted leave as follows:

1. If a mission is during work hours, the employee will be granted leave with pay for the time spent on the mission, including travel time to and from the location of the search.
2. If the mission is longer than four (4) hours and is at night prior to a work day, the employee will be granted eight (8) hours of paid leave to compensate for loss of sleep.

Employees participating in search and rescue missions shall assure that their immediate supervisor is informed of the mission and the absence from the workforce. Such notification shall be given no later than one (1) hour after that employee is scheduled to arrive at the work site. Should notification not be received, the employee will not be granted the leave.

Employees participating in search and rescue missions must furnish a written statement, signed and dated by the mission coordinator, State Police mission initiator or other appropriate official, and include the actual hours and date of the mission. The justification will be signed by the supervisor and attached to the time sheet for the pay period during which the leave is authorized.

An employee may request up to eighty (80) hours of search and rescue leave per calendar year, subject to final approval by an employees supervisor based on workload, staffing levels, availability of personnel, timeliness and other job-related factors.

523. EXTENDED LEAVE.

Extended leave for up to a maximum of an additional twelve (12) weeks beyond approved FMLA leave will be provided for eligible employees. Extended leave provisions are intended to provide "eligible" full-time regular and part-time regular employees who have a serious health condition that requires on-going medical care by a health care professional in excess of the FMLA period and are unable to return to work, a period of extended leave.

1. Definitions:

- A. "*Serious Health Condition:*" An illness, injury, impairment, physical or mental condition that involves:
 - 1) Periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider.
 - 2) The health care provider has found the employee is unable to work at all, or is unable to perform any of the essential functions of the employee's position with or without reasonable accommodation.
- B. "*Eligible:*" Full-time regular and part-time regular employees who have completed their FMLA entitlement and have complied with the reporting requirements of the FMLA as outlined in the FMLA Notification Letter and policy.
- C. "*Extended Leave:*" A maximum of an additional twelve (12) weeks of leave. The extended leave period does not protect the employee's position.

D. Type of Leave:” Leave taken in one block of time due to the serious health condition.

2. Procedure:

A. At the end of the FMLA entitlement period, Human Resources will notify the employee in writing that:

- 1) Their job protected leave is over;
- 2) They are being placed on Leave Without Pay status if they have no accrued leave balance; or Leave With Pay status for the balance of their accrued leave, not to exceed twelve (12) weeks.
- 3) They are required to continue to provide medical updates to the Human Resources Director, as required or requested, and a fitness-for-duty certification prior to returning to work in the future.

B. If operational needs require the position to be filled, the employee will be separated from employment without prejudice. In this situation, if the employee is able to return to work within the twelve (12) weeks of extended leave the Human Resources Department will review vacant positions for which the employee is qualified.

C. If a vacant position is identified, the employee may be reassigned to that position at the pay scale for that position at their same percentile rank or the maximum of the new pay grade, whichever is lower for unrepresented employees and to the pay scale for the position at the average wages of all employees within that position with a similar length of service with the City for represented employees. The employee being reassigned shall complete any tests required of an applicant for that position to demonstrate qualifications prior to being reassigned.

524. Domestic Abuse Leave

1. Leave time, for up to one hundred, forty (140) hours in any calendar year, taken by an employee to obtain or attempt to obtain an order of protection or other judicial relief from domestic abuse or to meet with law enforcement officials, to consult with attorneys or district attorneys' victim advocates or to attend court proceedings related to the domestic abuse of an employee or an employee's family member.

2. Definitions:

- A. Family member: a minor child of the employee or a person for whom the employee is a legal guardian;
- B. Order of protection: a court order granted pursuant to the Family Violence Protection Act;
- C. Retaliation: an adverse action against an employee, including threats, reprisals or discrimination for engaging in the protected activity of taking domestic abuse leave.

3. Certification and Verification

710. TUITION EXPENSES.1. POLICY

Employee requested tuition and/or special training costs may be reimbursed at the discretion of the City Manager. Employee education or training required by management does not come within the purview of this policy.

Courses, certifications or degree programs related to an employee's current position are eligible for one hundred (100) percent reimbursement, up to a maximum of one thousand, three hundred (1,300) dollars per agreement, as provided below.

Courses, certifications or degree programs not related to an employee's current job, but related to other City of Las Cruces positions are eligible for seventy-five (75) percent reimbursement up to one thousand (1,000) dollars per agreement, as provided below.

Courses or programs outside the scope of City employment are not eligible for reimbursement (except non-related courses that satisfy approved degree program requirements).

Training fees related to pursuing an education (e.g., registration, library, lab, graduation, or activity fees) are not reimbursable.

Required book fees are reimbursable provided that after completion of the course the employee turns such materials, in unmarked condition, over to the City's Training Office for use by other City employees; and the cost of the books and tuition for each agreement are less than or equal to one thousand, three hundred (1,300) dollars.

Cost and expenses associated with maintaining certifications are not eligible for tuition reimbursement.

PROCEDURE:

1. Each fiscal year funds may be designated for tuition reimbursement in the City Manager's organizational unit during the budget process.
2. The Human Resources Director may submit, in writing, a quarterly report on the fund status to the City Manager, as requested.
3. Eligible employees requesting tuition reimbursement shall submit an initial written request through the Section Administrator/Manager, Department Director and approved by the City Manager prior to registration for the classes, tests, programs, certifications.
4. The request will include:
 - A. A statement that the employee has completed his/her probationary period at the time instruction commences.
 - B. A statement that the course or program provides college credit from a regionally accredited institution or a statement regarding the credentials of the certifying agency. Tuition will not be reimbursed for courses taken from a non-accredited institution or honorable agency.

- C. An explanation of how the course, certification or program will enhance the employee's ability to perform his/her job, and/or how the course or degree program benefits the City. Courses or programs that are not related to City of Las Cruces employment are not reimbursable (except non-related courses that satisfy approved degree program requirements).
 - D. A declaration of the amount of tuition assistance (i.e., grants or scholarships) received or expected by the employee. The City will provide assistance up to the amount of actual tuition costs and books, less any grants or scholarships received by the employee, not to exceed eligible reimbursement amounts.
5. The department director shall notify the City Manager in writing of their support of the request.
 6. Once the City Manager approves an employees for tuition reimbursment the employee must complete and submit agreements to the Human Resources Department.
 7. Employees are limited to two (2) open agreements at one (1) time.
 8. Agreements shall include all courses or session taken simultaneously and may not be split.
 9. Future agreements may be made using the approved request and must be submitted to the Human Resources Department prior to the beginning of instruction.
 10. If the employee is enrolling in a degree program, he/she shall attach the core curriculum and electives. Elective courses taken to satisfy degree requirements for approved degree programs are reimbursable even if they are not job related.
 11. Courses or certifications taken under the Tuition Assistance Program will be taken at the employee's initiative. The employee assumes responsibility for course selection, scheduling, and other matters that are traditionally the responsibility of the student.
 12. Agreements for tuition reimbursement will be approved by the Human Resources Department on a first-come, first-served basis, for no more than one thousand, three hundred (1,300) dollars per agreement and four (4) agreements per fiscal year.
 13. Agreements will not be drawn up once the total amount budgeted for tuition reimbursement is obligated.
 14. Agreements for tuition reimbursement can only be drawn up for classes that start in the current fiscal year. The fiscal year runs from July 1st through June 30th.
 15. All requests for reimbursements must be made within two (2) months of the end of the fiscal year in which the request was initiated.
 16. Upon completion of a pre-approved course, the employee shall be eligible to

submit a claim for tuition reimbursement contingent upon:

- A. An undergraduate or graduate student, providing a copy of a transcript or official statement by the registrar that a "B" grade or better was earned by the student/employee (3.00 G.P.A. in a 4.00 G.P.A., system)
 - B. A "pass" in a pass/fail system.
 - C. Providing a copy of a receipt showing that tuition was paid in full. The employee will also sign an affidavit which states the amount of financial aid (if any) that was received for grants and scholarships.
 - D. Provides satisfactory documentation of successful completion of certification or testing.
17. When the course work has been completed, the grade report or copy of a certification report, receipt for payment of tuition, and the Request for Tuition Reimbursement form will be submitted to the Human Resources Department, who will review it and, if complete and accurate, submit the appropriate paperwork to Accounts Payable for reimbursement. Part-time regular employees will receive a pro-rated reimbursement based on their normal hour per week schedules.
18. An employee who receives tuition reimbursement will incur an obligation to continue employment with the City for one (1) year from the date of reimbursement. If more than one course is taken during a year, the employee incurs an obligation to continue employment for one (1) year from the completion date of the last course. The employment obligation is not cumulative. If an obligated employee voluntarily resigns from City employment within a year after the end date of a reimbursed course, the employee shall reimburse the City a prorated portion of the tuition reimbursement received. The Tuition Reimbursement applies only to amounts received for courses for which the employee did not fulfill the one (1) year employment obligation. For example, if an employee receives tuition reimbursement for a course that ends December 31 and then resigns the following June 30, he/she shall reimburse the City one-half of the tuition reimbursement received.

AGREEMENT FOR TUITION REIMBURSEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20____, between the City of Las Cruces and _____, hereinafter referred to as Employee. The parties to this Agreement agree as follows:

Employee is currently a full-time or part-time regular employee of the City of Las Cruces, employed as a _____, in the _____ Department.

If part-time regular, employee regularly works _____ hours per week.

The City currently has in place a Tuition Reimbursement Policy, Section 710 in the City of Las Cruces Personnel Manual.

The City hereby agrees to reimburse Employee for the costs of tuition and books not to exceed one thousand, three hundred (1,300) dollars per agreement, in accordance with the Tuition Reimbursement Policy for the following course(s):

A. _____ (Course # _____) (____ cr.)

B. _____ (Course # _____) (____ cr.)

C. _____ (others, Books etc...)

(use other side if necessary)

TOTAL REQUEST FOR REIMBURSEMENT: \$ _____

Said tuition reimbursement is subject to the following conditions:

1. If Employee is an undergraduate he/she must, prior to being reimbursed by the City pursuant to this Agreement, submit a copy of a transcript of official statement by the registrar that a "B" grade or better was earned by the student/Employee for the course work mentioned herein above.

2. If a graduate, the Employee must provide a transcript or official statement by the registrar that a "B" grade or better was earned by the student/employee for the course work mentioned herein above.
3. Provides satisfactory documentation of successful completion of certification or testing.

Employee must also provide:

1. A signed copy of this Agreement.
2. A copy of a receipt indicating that tuition or costs have been paid in full.
3. A copy of a receipt indicating that study materials were paid in full.
4. A written statement from the Human Resources Department indicating that the required study materials have not been defaced and are usable material for other City employees.
5. An affidavit which states the amount, if any, that he/she received in financial aid or scholarship that paid for any of the course work herein above referred to.

Employee will submit sufficient required documentation to the Human Resources Director who will review the documentation and if complete and accurate will submit to Accounts Payable for reimbursement. Said reimbursement shall occur within thirty (30) days after submitted and acceptance by the Human Resources Director or his/her representative. Employee agrees that from the date the City tenders a reimbursement check for said course work mentioned above. Employee agrees that for each course he/she is reimbursed pursuant to this Agreement he/she shall agree to not voluntarily terminate his/her employment with the City for one (1) year from the date of reimbursement, subject to paragraph three (3) below.

In the event Employee voluntarily leaves his/her employment prior to repayment of the amount authorized for tuition reimbursement under this Agreement, Employee agrees to repay the City, within ninety (90) days of his/her termination, the pro-rated amount the City reimbursed pursuant to this Agreement.

Employee hereby agrees that at the City's option, and in the event the Employee leaves the City owing reimbursement pursuant to this Agreement the City may, at its option, deduct the amount owed from Employee's final paycheck. Employee further agrees that said deduction may be made whether or not there is a dispute that exists concerning the amount of the deduction or the interpretation of this Agreement and it shall be Employee's duty, if a contested decision of the City with regard to withholdings pursuant to this paragraph, to file suit or take other appropriate legal action to recover the same.

The City of Las Cruces may authorize installment payments of the sum due and owing pursuant to the paragraph above at its option. The Employee must make arrangement for such installment payments within thirty (30) days of the date that Employee voluntarily leaves employment with the City of Las Cruces.

In the event of default on any installment payment or any sum due under this Agreement, the City will be entitled to reasonable attorney's fees and court costs for its collection efforts.

This Agreement constitutes the entire Agreement between the parties and there are no other mutual understandings other than contained in this contract.

CITY OF LAS CRUCES

EMPLOYEE

By: _____
Human Resources Director

By: _____
Employee

Date

Date

910. RE-ESTABLISHMENT OF POSITIONS. The City Manager may recommend reestablishment of positions:
1. When approved by the City Council.
 2. When revenue is sufficient and a need for resuming the discontinued position or service is justifiable and essential.
 3. When a position is reestablished, the person who was the incumbent when the position was abolished shall be given first consideration for appointment. However, that person must be able perform the essential job functions of the position, with or without reasonable accommodation.
911. LAYOFF. Layoff is defined as severance of an employee from the work force due to lack of work. Layoff is made without prejudice and is no fault of the affected employee.
1. Selection for Layoff. When more than one (1) employee is in a position which has been scheduled to be discontinued, the following criteria may be considered to identify which person is to be laid off:
 - a. Versatility and/or value to the department.
 - b. Overall job performance as compared to others within the department.
 - c. Longevity within the department.
 - d. Longevity with the City.
912. DISBURSEMENT OF FINAL PAY CHECK. When an employee resigns their position, the earned salary or wages plus any other compensation (such as annual leave accrual) shall be due and payable on the next regular payday. When an employee is dismissed from employment, the earned salary or wages plus any other compensation (such as annual leave accrual) shall be due and payable no later than the fifth (5th) calendar day following dismissal. Exempt employees will be paid a proportionate part of that employee's full salary for the time actually worked in last week of employment. The employee's final paycheck shall be disbursed using methods established by the City's Human Resources Department.

SECTION 1000 EMPLOYEE PERFORMANCE REVIEWS

1001. PURPOSE. To provide the format for the mutual exchange of information about performance between the supervisor and employee, to determine successful completion of the probationary period, and determine eligibility for merit compensation. Through performance evaluations, supervisors will communicate to individual employees their performance expectations and department goals. Supervisors will assess the employee's job-related performance and work to enhance overall job performance by providing direction and identifying training needs.

Performance reviews and performance improvement plans may also be used when considering personnel actions for a regular employee.

1002. PERIODS OF REVIEW.

1. Each regular employee shall be given a performance review during the probationary period. This can be done by completing the performance appraisal form or other documentation as appropriate.
2. A formal performance appraisal will be completed:
 - A. At the completion of the probationary period; and
 - B. Based on the anniversary of an employee's job start date;
 - C. As directed by the City Manager; or
 - D. At such time when an updated evaluation is necessary.
3. If an employee changes assignment, position, or department during the performance cycle, performance up to that point will not be disregarded. The current supervisor may complete an interim appraisal of the employee's performance. The interim appraisal should be completed by the supervisor prior to the employee's departure. Should a recent appraisal be available the supervisor shall notify the Human Resources Department in writing.
4. The performance appraisal of Department Directors and Section Administrators/Managers shall include an evaluation of their compliance with this policy.

1003. RESPONSIBILITIES

1. Each supervisor is responsible to set and communicate clear performance standards for his/her employees and to observe and discuss employee performance at the beginning of and throughout the review period. Evaluations are based on job-related performance during the review period. Supervisors may use as the basis for the performance appraisal, all information believed to be relevant to an understanding of the work performance and the employee and that is consistent with the scope of the job description.
2. The employee is responsible for understanding the duties and responsibilities required of the position, the employee work plan goals and measures, the core competencies and for asking any questions concerning those expectations and/or the evaluation process.

3. Employees are responsible for contributing to the development of the performance objectives and for providing performance input throughout the appraisal period and explanation of actions occurring during the rating period.
 4. Employees are encouraged to record their perceptions of their working environment as well as their performance, accomplishments, training requests and future goals and objectives. Supervisors should review and incorporate these into the appraisal as appropriate.
 5. The employee shall receive a copy of the performance appraisal instrument delineating goals, objectives and core competencies to be evaluated and the year-end evaluation delineating performance
 6. At the end of the performance appraisal cycle, the supervisor will meet with each employee under his/her supervision and evaluate performance, discuss training needs and to establish goals and objectives for the next evaluation cycle.
1004. REVIEW COORDINATION. Primary responsibility for initiation of a performance review shall be the responsibility of the supervisor.
1. Each employee shall be afforded an opportunity to provide the supervisor with a self-assessment of his or her job performance for the rating period. The employee should be asked to provide a self-evaluation at least two (2) weeks prior to the evaluation meetings. A supervisor must review and consider the self-assessment when completing each employee's performance evaluation.
 2. The supervisor or section administrator/manager shall schedule a meeting to review the appraisal, the employee shall acknowledged the meeting.
 3. The Human Resources Department shall ensure that the appraisal results are made part of the employee's personnel file.
1005. PERFORMANCE REVIEW COMMENTS. Each employee may comment on their performance appraisal. If the employee chooses to do so, such comments must be submitted to the Human Resources Department, in type written form, no later than fourteen (14) days after the appraisal meeting with their supervisor. The comments shall be forwarded to the Department Director for review and comment, prior to their inclusion into the personnel file.
1006. PERFORMANCE APPRAISAL DISPUTE RESOLUTION. Under the City's merit program, a relationship between performance appraisal and pay has the potential to result in differences of opinion between an employee and their supervisor.
- Performance appraisals are not grievable. If an employee can demonstrate that the appraisal was arbitrary, capricious, illegally discriminatory, or wrong based on solid data, the employee can enter into dispute resolution with the Department Director.
1. PROCEDURE:
In order to ensure the speedy resolution of disputes related to an employee's appraisal, the following procedure shall be followed. The expedited process

from immediate supervisor to final decision is intended to resolve disputes in a timely fashion.

- A. The dispute resolution process is an open process that is not a grievance or appeal. No party has an absolute right to legal representation. The parties are expected to represent and speak for themselves.
- B. The employee shall make every effort to discuss their performance review candidly with their supervisor, expressing any disagreements they may have with statements made by their supervisor.
- C. The employee may add any comments they may have to the written performance appraisal for inclusion in the personnel file.
- D. An employee wishing to initiate the process for dispute resolution shall do so within ten (10) working days of receiving the performance evaluation, by submitting a written memo to the Department Director stating the employee's wish to enter into dispute resolution and listing the specific parts of the supervisor's appraisal with which the employee disagrees and explaining the nature and extent of the disagreement. The employee shall attach copies of any relevant supporting documentation. If the employee wishes to have a meeting with the Department Director, the employee must request it in a written memorandum to the Department Director. A copy of the completed form shall be provided to the Department Director and to the Human Resources Department.
- E. The Department Director will review the performance appraisal and all supporting documentation.
- F. The Department Director may contact the employee and/or the supervisor to obtain clarification or additional information.
- G. The Department Director may meet with the employee and/or supervisor if necessary.
- H. The employee may request a meeting with the Director within five (5) working days of filing for dispute resolution.
- I. The Department Director shall then issue his/her written decision within five (5) working days. The response should indicate one (1) of the following:
 - 1) The Director agrees with the evaluation
 - 2) The supervisor will revise the evaluation;
 - 3) The supervisor will complete a new evaluation;
 - 4) The Director will revise the evaluation; or
 - 5) The Director will complete a new evaluation.
- J. The decision issued by the Director shall be final and binding.
- K. Employees who are direct reports to a Department Director may appeal their appraisal to the Assistant City Manager or another Director appointed by the Director of Human Resources.

**SECTION 1100 EMPLOYEE GRIEVANCES AND
DISCRIMINATION COMPLAINTS**

1101. POLICY. It is the policy of the City to treat all employees fairly in matters affecting their employment. Every eligible employee shall have an opportunity to resolve matters which affect his/her employment. Every eligible employee with a grievance shall have the right to present the grievance in accordance with the following procedures without fear of reprisal.

1102. EMPLOYEE GRIEVANCE.

1. The word grievance means a formal, written statement from an eligible employee concerning actions taken by the City on one of the following items: loss of pay, written reprimand, suspension, and termination. Demotions, reclassifications, transfers, reassignments, and changes in shift rotations may not be grieved by an employee unless they are a direct consequence of a disciplinary action to that employee. Performance reviews and promotions cannot be grieved.
2. The wording "eligible employee" means any regular full-time and regular part-time employee. Discharge of an employee shall not preclude access to the grievance procedure.
 - A. The City Manager may not file grievances based on this procedure.
 - B. Executive employees shall have recourse to the grievance procedure, but may only grieve terminations and disciplinary actions which result in loss of pay. Executive employees include Department Directors, the City Attorney and Assistant City Managers.
 - C. Executive employees, and any other employees who report directly to the City Manager, shall make a good faith effort to resolve the issue with the City Manager prior to filing a grievance to the Personnel Appeals Hearing Officer. The grievance must be filled within seven (7) business days following the event on which the grievance is based.
 - D. Employees reporting to Assistant City Managers shall first make a good faith effort to resolve the issue with their respective Assistant City Manager prior to filling a grievance with the City Manager. The City Manager will have seven (7) days to respond. If the decision of the City Manager is not satisfactory to the employee, a grievant may, within seven (7) business days of receipt of the decision, appeal in writing to the Personnel Appeals Hearing Officer.
 - E. Appeals to the Personnel Appeals Hearing Officer shall be filed with the City Clerk or his/her designee.
 - F. Failure of the grievant to properly follow the provisions of the "Grievance Procedure" shall result in the automatic forfeiture of the grievance with prejudice.
 - G. The established grievance procedure shall be followed except for:
 - 1) All collective bargaining units will follow the grievance procedures in their negotiated contracts.

SECTION 1200 BENEFITS

1200. EMPLOYEE INSURANCE BENEFITS. Full-time and part-time regular employees, and some contract and grant-funded employees, budgeted to work thirty (30) or more hours per week are eligible for the employer contribution of group insurance benefits as provided by the City and modified by the City Council. Information on employee benefits and eligibility requirements are available from the Human Resources Department.

Any full-time or part-time regular employee eligible for benefits who competes for and is accepted into the Police or Fire Academy will continue to receive their existing insurance and retirement benefits, without a break in service, as adopted by the City Council.

1202. MEDICAL PRIVACY.

From time to time the City may require and obtain employee medical information as it relates to that employee's ability to perform the essential functions of their position. This information may be obtained as a result of a Workers' Compensation injury, Family and Medical Leave qualifying event, request for reasonable accommodation under the Americans with Disabilities Act, or Fitness for Duty Evaluation.

It is the policy of the City to maintain strict confidentiality of all medical information obtained in accordance with all state and federal regulations and to use medical information obtained for the purposes stated in the Release of Information. Managers and supervisors will be informed of any current restrictions, however, medical information will only be released to those with a need to know.

1203. RETIREE HEALTH INSURANCE.

Effective July 1, 2004 all PERA eligible employees will contribute on a bi-weekly basis through payroll deductions to the New Mexico Retiree Health Care Authority in the amount prescribed by the New Mexico State Legislature and as amended from time to time as a term and condition of employment.

1204. COBRA POLICY:

The City of Las Cruces adheres to all requirements of the Consolidated Omnibus Budget Reconciliation Act (COBRA) as it applies to our employees. Should an employee, or covered dependent(s), lose medical, dental, or vision coverage as a result of a qualifying event, the participant losing coverage will be given the opportunity to continue to purchase insurance for a legally-specified period of time.

Coverage is not automatic. The person(s) losing group coverage will receive notice of their rights to elect continuation of coverage, and information on how to enroll. The election to continue coverage must be made within sixty (60) days of the date coverage is lost or the date of the notice of eligibility, whichever is later.

1. Eligibility:

Employees, and covered dependents, are eligible for continuation of coverage if the employee resigns, or is terminated from employment for any reason other than for gross misconduct, or if a reduction in hours results in the loss of coverage under the

guidelines of the group medical, dental, and vision plans. Continuation of coverage may be available for up to thirty-six (36) months, depending upon the qualifying event.

2. Qualifying Event:

A qualifying event (QE) for purposes of the option to continue coverage under COBRA occurs when:

- A. The employee resigns, or is terminated for any reason other than gross misconduct. (QE for the employee, and any eligible covered dependent.)
- B. A reduction in the employee's working hours or annual salary paid by the City. (QE for the employee, and any eligible covered dependent.)
- C. The employee divorces, becomes legally separated from their spouse, or terminates a domestic partnership. (QE for any eligible covered dependent.)
- D. The employee becomes entitled to Medicare. (QE for the employee, and any eligible covered dependent.)
- E. The employee's dependent child loses dependent status as defined by the plan (QE for that dependent child.)

3. Notice of Qualifying Event:

The employee is responsible to provide notification, and any required documentation, to the Human Resources Department of a qualifying event within thirty-one (31) days of the date of the event so that changes may be made to coverage and/or premium deductions.

The City of Las Cruces Human Resources Department will appropriately notify the COBRA Administrator of an employee's, and/or dependents, qualifying event. The COBRA Administrator will provide the required notice, enrollment, and premium information to the individual(s) losing coverage under the City sponsored plan(s).

4. Other Terms, Conditions, and Cost:

These are dependent on the type(s) of qualifying events and will be communicated to the individuals losing group coverage by the COBRA Administrator.

1205. EMPLOYEE ASSISTANCE PROGRAM

POLICY:

The City will provide professional and confidential assistance to any employee and their immediate family (spouse/domestic partner and dependent children) who may wish to consult with a professional counselor regarding a personal or family problem. The services provided are confidential and are available at no cost to the individual.

1. SCOPE:

EAP services provided are short-term, focused on problem solving and very practical in nature. In the instance where an individual is specifically in need of a great level of assistance, that person will be referred to the most appropriate professional as provided for in the employee benefit package.

- A. It is the responsibility of management to support this policy by remaining alert to job performance and behavior changes, and to bring these to the attention of the employee, along with an offer of assistance at the earliest indication of a recurrent problem. Directors, Administrators and Managers should not attempt to diagnose the nature of the personal problem, but should use the EAP to deal with work performance/work habit problems.
 - B. Employees are encouraged to seek assistance through or accept referral to the EAP and to comply with the recommended action plan when personal problems are affecting the employee's work performance. An employee's continued failure to take action to resolve a work problem will be handled through the applicable City policies.
 - C. Participation in the EAP in no way relieves the employee of the responsibility to meet acceptable work performance and conduct standards. Normal corrective action procedures will continue during an employee's participation in the program.
2. REFERRALS:
- A. Employees may obtain professional assistance through the EAP by self-referral or Director/Manager or supervisor referral.
 - 1) Self-Referral:
 - a) An employee, or dependent, who desires confidential assistance for a personal problem should call the EAP office and schedule an appointment.
 - b) All communication between the employee, or dependent, and the EAP counselor is confidential. When the counselor becomes aware of a situation where the employee or dependent, presents a clear and present danger to themselves or others, the EAP counselor will take whatever action is deemed appropriate and necessary to mitigate the danger, pursuant to applicable state and federal laws.
 - 2) Director/Manager/Supervisor Referral:
 - a) Referral to the EAP by a Director/Manager/Supervisor may be based upon an employee's request for assistance with a personal problem that may be affecting, or has the potential to affect, the employee's job performance. When an employee has come to a Director/Manager/Supervisor to seek advice regarding a personal problem, the Director/Manager/Supervisor should make the team member aware of the professional assistance available through the EAP and offer to assist the team member in arranging an appointment with the EAP counselor. Referral to EAP shall be strictly voluntary except when such referral is the result of a violation of the Violence in the Workplace Policy or Substance Abuse Policy.
 - b) If the team member chooses not to accept assistance at this time, the Director/Manager/Supervisor should reinforce the organization's expectation for improved performance or appropriate conduct and the consequences for failure to improve. Results of this meeting should be documented.
 - c) All information pertaining to an employee's referral to the EAP and information provided by the EAP counselor to the Director/Manager/Administrator should be accorded the same standards of

confidentiality as applied to all mental health/substance abuse treatment related records and information.

3. Appointments During Working Hours: An employee can schedule meetings with the EAP counselor during normal working hours. For visits to an outside provider during work hours, the employee shall use leave accruals, if available, or Leave Without Pay if no leave accruals are available.

1206. WORKERS' COMPENSATION. To the extent provided by law, all City employees are covered under the provisions of the New Mexico Workers' Compensation Act. Workers' Compensation covers work-related injuries or illness arising out of and in the course of employment that requires medical, surgical, or hospital treatment.

1. PROCEDURES:

- A. All on the job illnesses and injuries (no matter how minor an on-the-job injury may appear) which are work-related must be formally reported immediately or as soon as possible to the employee's immediate supervisor. The employee and the supervisor shall prepare a Notification of Accident form and the employee shall report to the Human Resources Department with the completed form. If an employee is injured outside of normal business hours, the employee should report to the emergency room for treatment if necessary, and notify their immediate supervisor as soon as possible. After emergency treatment has been received, the Notification of Accident form shall be completed and forwarded to the Human Resources Department.
- B. The City reserves the right to require a medical examination at any time during the Workers' Compensation absence and prior to the employee's return to work.
- C. The City will not be liable for the payment of Workers' Compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.
- D. FMLA leave runs concurrently with any workers' compensation leave.
- E. Any questions regarding Workers' Compensation or on-the-job injuries should be directed to the Human Resources Department.

1207. Domestic Partner Benefits. All City of Las Cruces employees that have a domestic partner as defined in A herein, shall be provided benefits on the same basis provided to legal spouses.

1. The City defined domestic partners as two (2) individuals who are in a mutually exclusive, committed relationship for the last twelve (12) months, who share a primary residence, who are jointly responsible for the common welfare of each other, who share financial obligations and have executed an affidavit of domestic partnership with the Human Resources Department and granted domestic partnership status. There must be an exclusive mutual commitment similar to that of marriage, in which the partners agree to be financially responsible for each other's welfare and share financial obligations.

A. Qualifying Criteria

To be recognized as domestic partners by the City of Las Cruces, both individuals must meet all of the following criteria, complete an Affidavit of

Domestic Partnership form, and submit necessary documentation to the Human Resources Department.

- 1) Both domestic partners must be unmarried.
- 2) Domestic partners must have been in a mutually exclusive relationship for the last twelve (12) months, intending to do so indefinitely, and must share the same primary residence.
- 3) Domestic partners must meet the age requirements for marriage in New Mexico and be mentally competent to consent to contract.
- 4) Domestic partners must not be related by blood to the degree prohibited in legal marriage in the State of New Mexico.
- 5) Domestic partners must be jointly responsible for the common welfare of each other and share financial obligations. An Affidavit of Domestic Partnership form signed to that effect and proof of three (3) of the following items must be submitted to the Human Resources Department:
 - a) Joint mortgage or lease;
 - b) Joint ownership of a motor vehicle;
 - c) Joint bank account;
 - d) Joint credit account;
 - e) Domestic partner named as beneficiary of the other's retirement benefits;
 - f) Domestic partner named as beneficiary of the other's life insurance;
 - g) Domestic partner named as primary beneficiary in the other's will;
 - h) Domestic partner assigned durable, and/or health care, power of attorney.
- 6) Providing false information may result in disciplinary action, dismissal, and reimbursement of costs involved in providing benefit coverage.

B. Termination of Domestic Partnership

- 1) Individuals granted domestic partnership status must report any change in status that terminates the relationship to the Human Resources Department, within thirty-one (31) calendar days, by completing a Termination of Domestic Partnership form. Upon completion of a Termination of Domestic Partnership form, the employee would not be eligible to re-enroll a domestic partner until the plan's next open enrollment or qualifying event.

C. Qualifying as a Dependent of Domestic Partner

- 1) The child of a domestic partnership qualifies as an eligible dependent:
 - a) If either of the domestic partners is the biological parent of the child;
 - b) If either or both partners are adoptive parents of the child, or
 - c) If the child has been placed in the domestic partner's household as part of an adoptive placement.

D. Services and Benefits

- 1) Domestic partners and their dependents, as defined within this section, shall be granted all and the same services and benefits as those provided to married

spouses and their dependent(s), except where expressly prohibited by law. All City policies that affect employees, spouses, and their families also apply to employees, domestic partners, and their families.

E. Taxability

- 1) The value of insurance benefits provided to the domestic partner shall be determined by New Mexico Taxation and Revenue or the Internal Revenue Service and is subject to social security and federal and state income tax withholding as applicable.

Dependent Child - under age eighteen (18), or under age twenty-six (26) and a full-time student for at least five (5) months out of the year, or any age and disabled in accordance to the ADA.

Difficult to Fill Positions – positions identified by the Human Resources Director as traditionally not yielding a significant number of qualified candidates.

Directly and Closely Related (FLSA) – tasks that are related to exempt duties and that contribute to or facilitate performance of exempt work.

Disability - an employee or applicant who has: a physical or mental impairment which substantially limits one or more major life activities; or a record of having such impairment; or is regarded as having such an impairment.

Discipline - action taken with regard to an employee, including reprimand, suspension, demotion, or dismissal.

Discretion (FLSA) – the comparison and evaluation of possible courses of conduct, and acting or making a decision after the various possibilities have been considered.

Dismissal - involuntary termination of employment for reasons other than lack of funds or lack of work.

Domestic Partners – two individuals who are in a mutually exclusive, committed relationship for the last twelve (12) months, who share a primary residence, who are jointly responsible for the common welfare of each other, who share financial obligations and have executed an affidavit of domestic partnership with the Human Resources Department and granted domestic partnership status.

Due Process - the right granted to a full-time or part-time regular employee, who has completed the probationary period, to pre- and post-disciplinary hearings, for actions of suspension, demotion, or dismissal.

E

Eligible - a person whose name is included with a list of qualified candidates for a vacant position in accordance with procedures described in Section 200.

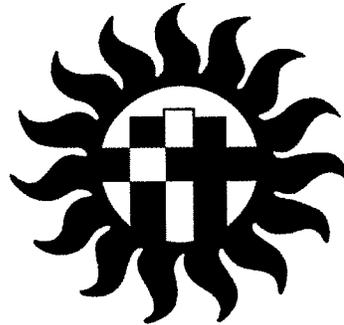
Eligible List - a list of persons qualified to fill a vacancy in a particular class.

Emergency Employee - a full-time or part-time employee who is hired to ensure continuity of municipal services during an emergency.

Employee - an individual who is legally employed by the City government and is paid through the City payroll, except for City Councillors, contracted persons, and consultants.

Entry Level Rate - the minimum base rate in any salary grade established for a class.

Executive - a salaried exempt official fully defined in Section 309 of this Manual.



City of Las Cruces

20143

Personnel Manual

Adopted ~~January 22~~June 2, 20143

shall be made to place the employee at the full promotional rate as defined above.

5. Reclassifications

Reclassification is the reassignment of a position from one class to a different class to recognize a significant change in the duties and responsibilities of the position/employee. For an upward reclassification the percentage increase will be the higher of:

- A. Two and one half (2.5) percent when the new position is one (1) salary grade higher, or
- B. Five (5) percent when the new position is two (2) salary grades higher, or
- C. Seven and one half (7.5) percent when the new position is three (3) grades higher, or
- D. Ten (10) percent when the new position is four (4) or more salary grades higher, or
- E. Twelve (12) percent if moving from a non-exempt to a higher exempt position, or
- F. Two and one half (2.5) percent above the minimum of the new pay grade.
- G. For a downward reclassification the affected employee should be placed in the lower of their current percentile rank, or the maximum of their new pay grade

6. Demotion. The placement of an employee within a lower grade than the employee's current assigned grade resulting in a decrease in pay.

In the case of a demotion, the employee shall be placed in the pay grade for the position they are being demoted to at their same percentile rank or the maximum of the new pay grade, whichever is lower.

In the event that an employee is moving between unrepresented or and represented employee is demoted into a represented positions, the employee shall be placed in the pay grade for the position they are being demoted to, at the average wages of all employees within that position with the similar length of service with the City. In the event that no such match exists the new salary will be determined by the City Manager.

7. Full Reinstatement. When reinstated from layoff for lack of work, the employee shall be restored to the same grade and percentile rank of the grade the employee had at the time of the layoff.

8. Reinstatement to a Lower Grade. If reinstated from a layoff to a lower grade, for whatever reason, the employee shall be placed in the pay grade for the position they are being reinstated to at their same percentile rank or the maximum of the new pay grade, whichever is lower.

← Form 2

- ~~9. Merit Increase Program. All full and part time regular, non-contract, non-sworn employees in good standing, and employees who were hired before September 1st of the preceding year, may be eligible for a prorated merit increase based on overall performance evaluation ratings, the employees current percentile rank, and merit budget allocated by the City Council in its annual budget. Merit increases will range from 0% up to 6% of the employees base rate, and will be added to the base pay the first full pay period in September beginning September 2010.~~
- ~~10. Employees near the top of their pay grade are eligible to receive performance increases based on their overall performance evaluation. The increase will be applied to the employees' base salary but any amount in excess of the salary grade maximum will be awarded as a lump sum payment, and will not be added to base pay. Merit Lump Sum Awards. An employee eligible for a merit award who has met or surpassed the maximum of their pay grade shall be eligible for a merit lump sum award based on overall performance evaluation ratings and percentile rank of the employee. Merit lump sum awards will not be added to the employee's base rate. Lump sum merit awards will range from 0% up to 3% of their base rate and will be distributed in September beginning September 2010.~~
- ~~11.9. (1) (3) Cost-of-Living/General Wage Adjustments. The City Council may allocate funds for general wage adjustments. These adjustments may be made to the pay grades. All eligible employees will receive the amount of the adjustment that does not cause the employee to exceed the maximum of the grade.~~
- ~~12.10. Exempt Employee Initial and Last Paycheck. Exempt employees will be paid a proportionate part of the employee's full salary for the time actually worked in the first and last week of employment at an hourly equivalent of the employee's full salary.~~
- ~~13.11. The City Manager has discretion to review an individual's salary and make adjustments in the interest of parity or equity. Such salary adjustments are extraordinary and unusual and are to be considered, without precedent, on a case-by-case basis.~~
- ~~14.12. The City Manager may evaluate the impact of a change to an employee's duties and responsibilities, and for fairness and equity may direct an employee's salary be frozen for a period of time. The Human Resources Department will evaluate the effects of the freeze and make recommendations to the City Manager regarding the duration of the freeze.~~
407. HOURLY RATE, REGULAR RATE AND HOURS WORKED DEFINED AND EXCLUSIONS IDENTIFIED.

schedules should not conflict with departmental staff meetings or other standing meetings in which the employee's attendance is necessary. The City Manager or Department Director may at any time change any or all the terms and conditions under which the employee is authorized to participate in an alternate work schedule, or withdraw authorization entirely. Alternate schedules should be coordinated in order to provide adequate coverage. An alternate work schedule is typically not suitable for those employees with responsibilities that require daily supervision of staff.

Exempt employees approved for an alternate work schedule must be available when business necessitates regardless of the approved alternate schedule.

414. JOINT EMPLOYMENT RELATIONSHIPS. Personnel employed by the City in more than one (1) capacity and/or for more than one (1) department, or section must be paid on the basis of total time worked. The exception to this extends to salaried non-exempt employees who volunteer to work after regular hours in City sponsored recreational activities or other casual assignments that are unrelated to the employee's regular position. No employee may volunteer to work for the City after regular hours when the volunteer activities are related to the employee's regular position.

****NOTE:** For more information specific to employees working in more than one (1) job, please contact the Human Resources Department or refer to FLSA regulations governing joint employment relationships.

415. MERIT INCREASES AND CASH INCENTIVES PROGRAM

1. All full and part-time regular, non-contract, non-sworn, exempt employees in good standing may be eligible for a prorated merit increase based on the employees' overall performance and budget allocated by the City Council.
2. The range of merit increases will be established by the City Manager, and will be added to base pay the first full pay period after the approval of merit pay by the City Manager.
—Employees near or at the top of their pay grade eligible to receive merit pay increases will see the increase applied to the employees' base salary. Any amount in excess of the salary grade maximum will be awarded as a lump sum payment, and will not be added to base pay. Deleted March 15, 2004
3. 416. MOTIVATION PAY. Motivation pay has been discontinued for all new hires and promotions effective July 1, 1999.

Forma
6 pt, 1
Start a
1" + Ir

416. PERFORMANCE PAY.

1. A Department Director may recommend to the City Manager, as part of the annual budget process, that an unrepresented employees eligible for longevity pay receive an extraordinary salary increase, to the maximum of an employees pay grade, to recognize exemplary service and performance.

Forma
Numbe
Alignec
stops:

417. LONGEVITY PAY. ~~Effective July 1, 2004 Longevity pay has been deleted.~~

1. Recognizes career employees for length of continuous regular service.
2. All full and part-time regular, non-contract, non-sworn, non-exempt unrepresented employees in good standing may be eligible for an in grade increase awarded for an employee's 3rd, 6th, 10th, 15th, 20th and 25th anniversary dates of hire.
3. Longevity pay shall be four and three quarter (4.75) percent to the maximum of an employees pay grade.
4. Longevity pay shall be dependent of the availability of approved budget.
5. All time during which an employee is on the inactive payroll will be deducted from total length of service.

~~Effective April 15, 2002, Las Cruces Police Sergeants and Lieutenants will not be eligible for longevity increases. Pay for sergeants, lieutenants and Deputy Chiefs shall be governed by pay tables for those positions.~~

~~Pay for Fire Department Battalion Chiefs and Deputy Chiefs will be governed by the pay table s for those positions.~~

418. PAY PRACTICE FOR ACTING APPOINTMENTS.

1. When an acting appointment exceeds thirty (30) days, additional compensation to the minimum of the assigned pay grade or a five (5) percent pay increase, whichever is greater, shall be awarded. Acting appointments shall not be continued for more than six (6) months, except when, due to extraordinary circumstances. The City Manager may extend the acting appointment in writing, in increments not to exceed six (6) months.
2. Employees appointed to acting positions may be eligible for additional compensation prior to the thirty (30) day threshold if the acting assignment is significantly more responsible, difficult, or technical than the employee's regular duties.

419. RETIREE RECOGNITION AWARD.

In order to recognize retiring employees for their years of service to the City of Las Cruces, City Departments shall give a retiree an award as part of their compensation, as follows:

1. Three hundred (300) dollars for fifteen (15) to twenty (20) years of service to the City.

record at the beginning of the first full pay period of the following year.

Employees who elect to receive payment for Sick Leave: An extra payment will be made in the first fifteen (15) days in December.

Forma

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, payments of unused Sick Leave in excess of three hundred (300) to a limit of two hundred, forty (240) hours (336 hours for non-union fire employees working a 56 hour schedule) shall be made to employees in accordance with Section 509.2(A and B). 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, thirty-six (836) hours at a ratio of two to one (2:1). Non-union fire service employees working a fifty-six (56) hour schedule shall have a limit of one thousand, one hundred, seventy (1170) hours. No payment for Sick Leave shall be made to employees whose resignation is accepted with prejudice.
5. Death Provisions: The beneficiary of an employee who dies while on active duty ~~the with active payroll, with ten (10) or more years of service,~~ shall be paid for the deceased employee's unused Sick Leave at the retirement rate.

Forma

Forma

510. SICK LEAVE BANK.

Purpose:

On occasion, a City of Las Cruces employee or a member of their immediate family may encounter a catastrophic illness that requires an extended absence from work. The Sick Leave Bank (SLB) is created to provide for donation of sick/annual or personal leave to assist an employee who has exhausted all accrued leave and who has no other paid leave options available. This leave may be granted in the event of a catastrophic illness of the employee or immediate family member.

A catastrophic illness means an illness, injury, impairment, or physical/mental condition which prevents the employee from performing the functions of their job, or a life-threatening illness of an immediate family member; and requires the services of a licensed medical practitioner for a prolonged period of time, and forces the employee to exhaust all leave time earned and be in a leave without pay status.

may not designate leave retroactively as FMLA leave unless:

- 1) The employee has been out of work and the employer does not learn of the reason for the leave until after the employee returns (in which case the City must designate the leave upon the employee's return to work); or
 - 2) The City has provisionally designated leave as FMLA leave and awaits receipt of a medical certification or other reasonable documentation.
 - 3) The City has notified the employee of their potential eligibility for FMLA.
- C. If the employee gives notice of the reason of the leave later than two (2) days after returning to work, the employee is not entitled to the protections of the FMLA.

Forma
Tab str

11. Job Benefits and Protection

- A. During an FMLA qualifying leave, the employee and dependent health and dental insurance is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.
- B. An eligible employee returning from a FMLA qualifying leave is entitled to be restored to the same position and shift that the employee held when the FMLA qualifying leave began, or to an equivalent position and shift with equivalent benefits, pay and other terms and conditions of employment.
- C. Provided the employee returns to work immediately following his/her FMLA qualifying leave, benefits must be resumed upon the employee's return to work at the same level as were provided when leave began. Any new or additional coverage or changes in health benefits must be made available to an employee while on FMLA qualifying leave.

12. Procedures and Responsibilities

A. Employee Requests

Employees must request FMLA leave thirty (30) days in advance or as soon as practicable by completing the FMLA Leave Request Form and submitting it to their immediate supervisor. The form is then routed to the Human Resources Department within two (2) days of its receipt. If the employee is unable to complete the form, due to circumstances relating to a serious health condition, the form may be initiated by supervisory staff.

The employee must ensure that the Certification of Physician or Practitioner is completed immediately and submitted to the Human Resources Department.

B. Employer Initiation

The supervisor will notify Human Resources when an employee has been absent three (3) consecutive calendar days (2 shifts for fire personnel working

519. PROVISIONS FOR CERTAIN NON-UNION FIRE DEPARTMENT PERSONNEL.

1. Non-union forty (40) hour fire personnel shall be eligible to receive eight (8) hours of prorated holiday pay for twelve (12) regularly scheduled holidays or as determined by the City Council.
2. Exempt fifty-six (56) hour Fire Service employees shall have ninety-six (96) hours holiday leave hours placed in a bank in January of each calendar year. Methods for requests of holiday leave hours shall be established by the Chief. Any unused holiday leave hours shall be forfeited at the issuance of new banked hours. Prorated holiday leave hours shall be banked for employees promoting into eligible positions.
3. Unrepresented, non-exempt Fire Department employees working a fifty-six (56) hour week schedule shall receive twelve (12) hours of holiday pay at the employees' regular hourly rate for each holiday recognized by the City.

520. GOVERNMENTAL/PROFESSIONAL LEAVE.

Employees, who are members of governmental or professional organizations related to their City employment, are eligible to attend meetings during working hours and charge such leave as time worked when such meetings are held in Las Cruces. If such meetings are conducted outside the Las Cruces area, employees shall follow the City's Travel Policy.

Participation is contingent upon supervisor approval and shall not interfere with the proper execution of employees work related duties.

521. VOTING LEAVE.

All City employees who are registered to vote in primary, general and municipal elections will be allowed up to two (2) hours off from work to vote, when applicable. Employees requesting time off to vote must be registered voters, living within the eligible voting area, and must make a formal request to their supervisor two (2) days prior to Election Day, for absence from their duties during working hours, so as not to adversely impact City operations.

522. SEARCH AND RESCUE LEAVE

Employees who participate on Search and Rescue Teams recognized by the New Mexico State Police, or other recognized agency, ~~will~~ may be granted leave with pay for the time the employee is engaged in the ~~State Police Certified~~ search and rescue mission.

Before the employee will be granted any paid leave time for participation in a search and rescue mission, s/he must obtain written permission from the City Manager on an annual basis. A copy of the memo granting the leave will be placed in the employee's personnel folder and a copy sent to the Payroll Section.

Regular, full-time employee will be granted leave as follows:

1. If a mission is during work hours, the employee will be granted leave with pay for the time spent on the mission, including travel time to and from the location of the search.
2. If the mission is longer than four (4) hours and is at night prior to a work day, the employee will be granted eight (8) hours of paid leave to compensate for loss of sleep.

Employees participating in search and rescue missions shall assure that their immediate supervisor is informed of the mission and the absence from the workforce. Such notification shall be given no later than one (1) hour after that employee is scheduled to arrive at the work site. Should notification not be received, the employee will not be granted the leave.

Employees participating in search and rescue missions must furnish a written statement, signed and dated by the mission coordinator, ~~and/or~~ State Police mission initiator or other appropriate official, and include the actual hours and date of the mission. The justification will be signed by the supervisor and attached to the time sheet for the pay period during which the leave is authorized.

An employee may request up to eighty (80) hours of search and rescue leave per calendar year, subject to final approval by an employees supervisor based on workload, staffing levels, availability of personnel, timeliness and other job-related factors.

523. EXTENDED LEAVE.

Extended leave for up to a maximum of an additional twelve (12) weeks beyond approved FMLA leave will be provided for eligible employees. Extended leave provisions are intended to provide "eligible" full-time regular and part-time regular employees who have a serious health condition that requires on-going medical care by a health care professional in excess of the FMLA period and are unable to return to work, a period of extended leave.

1. Definitions:

A. "Serious Health Condition:" An illness, injury, impairment, physical or mental condition that involves:

- 1) Periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider.
- 2) The health care provider has found the employee is unable to work at all, or is unable to perform any of the essential functions of the employee's position with or without reasonable accommodation.

B. "Eligible:" Full-time regular and part-time regular employees who have completed their FMLA entitlement and have complied with the reporting requirements of the FMLA as outlined in the FMLA Notification Letter and policy.

- C. "Extended Leave:" A maximum of an additional twelve (12) weeks of leave. The extended leave period does not protect the employee's position.
- D. Type of Leave:" Leave taken in one block of time due to the serious health condition.

2. Procedure:

- A. At the end of the FMLA entitlement period, Human Resources will notify the employee in writing that:
 - 1) Their job protected leave is over;
 - 2) They are being placed on Leave Without Pay status if they have no accrued leave balance; or Leave With Pay status for the balance of their accrued leave, not to exceed twelve (12) weeks.
 - 3) They are required to continue to provide ~~30-day~~ medical updates to the Human Resources Director, as required or requested, and a fitness-for-duty certification prior to returning to work in the future.
- B. If operational needs require the position to be filled, the employee will be separated from employment without prejudice. In this situation, if the employee is able to return to work within the twelve (12) weeks of extended leave the Human Resources Department will review vacant positions for which the employee is qualified.
- C. If a vacant position is identified, the employee ~~will~~ may be reassigned to that position at the pay scale for that position at their same percentile rank or the maximum of the new pay grade, whichever is lower for unrepresented employees and to the pay scale for the position at the average wages of all employees within that position with a similar length of service with the City for represented employees. The employee being reassigned shall complete any tests required of an applicant for that position to demonstrate qualifications prior to being reassigned.

524. Domestic Abuse Leave

- 1. Leave time, for up to one hundred, forty (140) hours in any calendar year, taken by an employee to obtain or attempt to obtain an order of protection or other judicial relief from domestic abuse or to meet with law enforcement officials, to consult with attorneys or district attorneys' victim advocates or to attend court proceedings related to the domestic abuse of an employee or an employee's family member.
- 2. Definitions:
 - A. Family member: a minor child of the employee or a person for whom the employee is a legal guardian;
 - B. Order of protection: a court order granted pursuant to the Family Violence Protection Act;

710. TUITION EXPENSES.1. POLICY

Employee requested tuition and/or special training costs may be reimbursed at the discretion of the City Manager. Employee education or training required by management does not come within the purview of this policy.

Courses, certifications or degree programs related to an employee's current position are eligible for one hundred (100) percent reimbursement, up to a maximum of one thousand, three hundred (1,300) dollars per agreement, as provided below.

Courses, certifications or degree programs not related to an employee's current job, but related to other City of Las Cruces positions are eligible for seventy-five (75) percent reimbursement up to one thousand (1,000) dollars per agreement, as provided below.

Courses or programs outside the scope of City employment are not eligible for reimbursement (except non-related courses that satisfy approved degree program requirements).

Training fees related to pursuing an education (e.g., registration, library, lab, graduation, or activity fees) are not reimbursable.

Required book fees are reimbursable provided that after completion of the course the employee turns such materials, in unmarked condition, over to the City's Training Office for use by other City employees; and the cost of the books and tuition for each agreement are less than or equal to one thousand, three hundred (1,300) dollars.

Cost and expenses associated with maintaining certifications are not eligible for tuition reimbursement.

PROCEDURE:

1. Each fiscal year funds ~~will~~may be designated for tuition reimbursement in the City Manager's organizational unit during the budget process.
- ~~1-2.~~ The Finance ~~Human Resources~~ Director may submit, in writing, a quarterly report on the fund status to the City Manager, as requested.
- ~~2.~~ All requests for enrollment in courses, certifications or degree programs where tuition is to be reimbursed under this policy must be submitted through the Section Administrator/Manager, Department Director and approved by the City Manager prior to registration for the classes, tests or programs.
- ~~3.~~ All requests for reimbursements must be made within two (2) months of the end of the fiscal year in which the request was initiated. Employees are limited to two (2) open agreements at one time.
- ~~4.~~
- ~~5-3.~~ Eligible employees requesting tuition reimbursement will ~~shall~~ submit an initial written request ~~to~~ through the Section Administrator/Manager,

Department Director and approved by the City Manager prior to registration for the classes, tests, programs, take courses, certifications or to enroll in a degree program (Associates, Bachelors, Masters, or Doctoral) to his/her Department Director.

4. The request will include:

1.A. A statement that the employee has completed his/her probationary period at the time instruction commences.

2.B. A statement that the course or program provides college credit from a regionally accredited institution or a statement regarding the credentials of the certifying agency. Tuition will not be reimbursed for courses taken from a non-accredited institution or honorable agency.

~~Employees are limited to two (2) open agreements at one time.~~

3.C. An explanation of how the course, certification or program will enhance the employee's ability to perform his/her job, and/or how the course or degree program benefits the City. Courses or programs that are not related to City of Las Cruces employment are not reimbursable (except non-related courses that satisfy approved degree program requirements).

4.D. A declaration of the amount of tuition assistance (i.e., grants or scholarships) received or expected by the employee. The City will provide assistance up to the amount of actual tuition costs and books, less any grants or scholarships received by the employee, not to exceed \$500 eligible reimbursement amounts.

5. The department director shall notify the City Manager in writing of their support of the request.

6. Once the City Manager approves an employees for tuition reimbursment the employee must complete and submit agreements to the Human Resources Department prior to the beginning of instruction.

7. Employees are limited to two (2) open agreements at one (1) time.

8. Agreements shall include all courses or session taken simultaneously and may not be split.

9. Future agreements may be made using the approved request and must be submitted to the Human Resources Department prior to the beginning of instruction.

5-10. If the employee is enrolling in a degree program, he/she shall attach the core curriculum and electives. Elective courses taken to satisfy degree requirements for approved degree programs are reimbursable even if they are not job related.

6-11. Courses or certifications taken under the Tuition Assistance Program will be taken at the employee's initiative. The employee assumes responsibility for course selection, scheduling, and other matters that are traditionally the

responsibility of the student.

12. ~~Agreements for tuition reimbursement will be drawn up~~ approved by the Human Resources Department on a first-come, first-served basis, for no more than one thousand, three hundred (1,300) dollars per agreement and four (4) agreements per fiscal year.
13. ~~Agreements will not be drawn up once the total amount budgeted for tuition reimbursement is obligated.~~
14. Agreements for tuition reimbursement can only be drawn up for classes that start in the current fiscal year. The fiscal year runs from July 1st through June 30th.
- 6-15. All requests for reimbursements must be made within two (2) months of the end of the fiscal year in which the request was initiated.
- 7-16. Upon completion of a pre-approved course, the employee shall be eligible to submit a claim for tuition reimbursement contingent upon:
- A. An undergraduate or graduate student, providing a copy of a transcript or official statement by the registrar that a "B" grade or better was earned by the student/employee (3.00 G.P.A. in a 4.00 G.P.A., system)
 - B. A "pass" in a pass/fail system.
 - C. Providing a copy of a receipt showing that tuition was paid in full. The employee will also sign an affidavit which states the amount of financial aid (if any) that was received for grants and scholarships.
 - D. Provides satisfactory documentation of successful completion of certification or testing.
17. When the course work has been completed, the grade report or copy of a certification report, receipt for payment of tuition, and the Request for Tuition Reimbursement form will be submitted to the Human Resources Department, who will review it and, if complete and accurate, submit the appropriate paperwork to Accounts Payable for reimbursement. Part-time regular employees will receive a pro-rated reimbursement based on their normal hour per week schedules.
18. An employee who receives tuition reimbursement will incur an obligation to continue employment with the City for one (1) year from the date of reimbursement. If more than one course is taken during a year, the employee incurs an obligation to continue employment for one (1) year from the completion date of the last course. The employment obligation is not cumulative. If an obligated employee voluntarily resigns from City employment within a year after the end date of a reimbursed course, the employee shall reimburse the City a prorated portion of the tuition reimbursement received. The Tuition Reimbursement applies only to amounts received for courses for which the employee did not fulfill the one (1) year employment obligation. For example, if an employee receives tuition reimbursement for a course that ends December 31 and then resigns the following June 30, he/she shall reimburse the City one-half of the tuition

Forma

Forma

Forma

Forma
3, ... +
after:

AGREEMENT FOR TUITION REIMBURSEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, between the City of Las Cruces and _____, hereinafter referred to as Employee. The parties to this Agreement agree as follows:

Employee is currently a full-time or part-time regular employee of the City of Las Cruces, employed as a _____, in the _____ Department.

If part-time regular, employee regularly works _____ hours per week.

The City currently has in place a Tuition Reimbursement Policy, Section 710 in the City of Las Cruces Personnel Manual.

The City hereby agrees to reimburse Employee for the costs of tuition and books not to exceed one thousand, three hundred (1,300) dollars per agreement, in accordance with the Tuition Reimbursement Policy for the following course(s):

A. _____ (Course # _____)
(____ cr.)

B. _____ (Course # _____) (____ cr.)

C. _____ (others, Books etc...)
(use other side if necessary)

TOTAL REQUEST FOR REIMBURSEMENT: \$ _____

Said tuition reimbursement is subject to the following conditions:

1. If Employee is an undergraduate he/she must, prior to being reimbursed by the City pursuant to this Agreement, submit a copy of a transcript of

official statement by the registrar that a "B" grade or better was earned by the student/Employee for the course work mentioned herein above.

2. If a graduate, the Employee must provide a transcript or official statement by the registrar that a "B" grade or better was earned by the student/employee for the course work mentioned herein above.
3. Provides satisfactory documentation of successful completion of certification or testing.

Employee must also provide:

1. A signed copy of this Agreement.
2. A copy of a receipt ~~indicating that~~ indicating that tuition or costs have been paid in full.
3. A copy of a receipt indicating that study materials were paid in full.
4. A written statement from the ~~Training Office~~ Human Resources Department indicating that the required study materials have not been defaced and are usable material for other City employees.
5. An affidavit which states the amount, if any, that he/she received in financial aid or scholarship that paid for any of the course work herein above referred to.

Employee will submit sufficient required documentation to the Human Resources Director who will review the documentation and if complete and accurate will submit to Accounts Payable for reimbursement. Said reimbursement shall occur within thirty (30) days after submitted and acceptance by the Human Resources Director or his/her representative. Employee agrees that from the date the City tenders a reimbursement check for said course work mentioned above. Employee agrees that for each course he/she is reimbursed pursuant to this Agreement he/she shall agree to not voluntarily terminate his/her employment with the City for one (1) year from the date of reimbursement, subject to paragraph three (3) below.

In the event Employee voluntarily leaves his/her employment prior to repayment of the amount authorized for tuition reimbursement under this Agreement, Employee agrees to repay the City, within ninety (90) days of his/her termination, the pro-rated amount the City reimbursed pursuant to this Agreement.

Employee hereby agrees that at the City's option, and in the event the Employee leaves the City owing reimbursement pursuant to this Agreement the City may, at its option, deduct the amount owed from Employee's final paycheck. Employee further agrees that said deduction may be made whether or not there is a dispute

that exists concerning the amount of the deduction or the interpretation of this Agreement and it shall be Employee's duty, if a contested decision of the City with regard to withholdings pursuant to this paragraph, to file suit or take other appropriate legal action to recover the same.

The City of Las Cruces may authorize installment payments of the sum due and owing pursuant to ~~the p~~Paragraph six (6) above at its option. The Employee must make arrangement for such installment payments within thirty (30) days of the date that Employee voluntarily leaves employment with the City of Las Cruces.

Forma

In the event of default on any installment payment or any sum due under this Agreement, the City will be entitled to reasonable attorney's fees and court costs for its collection efforts.

This Agreement constitutes the entire Agreement between the parties and there ~~not are~~ no other mutual understandings other than contained in this contract.

Forma

CITY OF LAS CRUCES

EMPLOYEE

By: _____
City Manager Human Resources Director
____ Employee

By: _____

____ Date

Date Date

910. RE-ESTABLISHMENT OF POSITIONS. The City Manager may recommend reestablishment of positions:
1. When approved by the City Council.
 2. When revenue is sufficient and a need for resuming the discontinued position or service is justifiable and essential.
 3. When a position is reestablished, the person who was the incumbent when the position was abolished shall be given first consideration for appointment. However, that person must be able perform the essential job functions of the position, with or without reasonable accommodation.
911. LAYOFF. Layoff is defined as severance of an employee from the work force due to lack of work. Layoff is made without prejudice and is no fault of the affected employee.
1. Selection for Layoff. When more than one (1) employee is in a position which has been scheduled to be discontinued, the following criteria may be considered to identify which person is to be laid off:
 - a. Versatility and/or value to the department.
 - b. Overall job performance as compared to others within the department.
 - c. Longevity within the department.
 - d. Longevity with the City.
912. DISBURSEMENT OF FINAL PAY CHECK. When an employee resigns their position, the earned salary or wages plus any other compensation (such as annual leave accrual) shall be due and payable on the next regular payday. When an employee is dismissed from employment, the earned salary or wages plus any other compensation (such as annual leave accrual) shall be due and payable no later than the fifth (5th) calendar day following dismissal. Exempt employees will be paid a proportionate part of that employee's full salary for the time actually worked in last week of employment. The employee's final paycheck will ~~shall~~ be disbursed using methods established by ~~forwarded to~~ the City's Human Resources Department for disbursement.

SECTION 1000 EMPLOYEE PERFORMANCE REVIEWS

1001. PURPOSE. To provide the format for the mutual exchange of information about performance between the supervisor and employee, to determine successful completion of the probationary period, and determine eligibility for merit compensation. Through performance evaluations, supervisors will communicate to individual employees their performance expectations and department goals. Supervisors will assess the employee's job-related performance and work to enhance overall job performance by providing direction and identifying training needs.

Performance reviews and performance improvement plans may also be used when considering personnel actions for a regular employee.

1002. PERIODS OF REVIEW.

1. Each regular employee shall be given a performance review during the probationary period. This can be done by completing the performance ~~evaluation~~ appraisal form or other documentation as appropriate.
2. A formal performance ~~evaluation~~ appraisal will be completed:
 - A. At the completion of the probationary period; and
 - ~~B. During the months of July each year;~~ Based on the anniversary of an employee's job start date;
 - ~~B.C. As directed by the City Manager; or~~
 - ~~C.D. At such time when an updated evaluation is necessary.~~
3. If an employee changes assignment, position, or department during the performance cycle, performance up to that point will not be disregarded. The current supervisor shall ~~may~~ complete an interim ~~evaluation~~ appraisal of the employee's performance. The interim ~~evaluation~~ appraisal should be completed by the supervisor prior to the employee's departure. Should a recent appraisal be available the supervisor shall notify the Human Resources Department and sent with the Personnel Action Notice denoting the status change to the Human Resources Department for retention in the employee's personnel file in writing.
4. The performance ~~evaluation~~ appraisal of Department Directors and Section Administrators/Managers shall include an evaluation of their compliance with this policy.

1003. RESPONSIBILITIES

1. Each supervisor is responsible to set and communicate clear performance standards for his/her employees and to observe and discuss employee performance at the beginning of and throughout the review period. Evaluations are based on job-related performance during the review period. Supervisors may use as the basis for the performance ~~evaluation~~ appraisal, all information believed to be relevant to an understanding of the work performance and the employee and that is consistent with the scope of the job description.

required of the position, the employee work plan goals and measures, the core competencies and for asking any questions concerning those expectations and/or the evaluation process.

3. Employees are responsible for contributing to the development of the performance objectives and for providing performance input throughout the evaluation-appraisal period and explanation of actions occurring during the rating period.
4. Employees are encouraged to record their perceptions of their working environment as well as their performance, accomplishments, training requests and future goals and objectives. Supervisors should review and incorporate these into the evaluation-appraisal as appropriate.
5. The employee shall receive a copy of the performance evaluation-appraisal instrument delineating goals, objectives and core competencies to be evaluated and the year-end evaluation delineating performance. ~~The employee's refusal to sign the performance evaluation form does not make the performance evaluation unofficial.~~
6. At the end of the performance evaluation-appraisal cycle, the supervisor will meet with each employee under his/her supervision and evaluate performance, discuss training needs and to establish goals and objectives for the next evaluation cycle.

1004. REVIEW COORDINATION. Primary responsibility for initiation of a performance review shall be the responsibility of the supervisor.

1. Each employee shall be afforded an opportunity to provide the supervisor with a self-assessment of his or her job performance for the rating period. The employee should be asked to provide a self-evaluation at least two (2) weeks prior to the evaluation meetings. A supervisor must review and consider the self-assessment when completing each employee's performance evaluation.
2. The supervisor or section administrator/manager shall ~~forward the completed staff evaluations to the Department Director for review by September 1 of each year~~ schedule a meeting to review the appraisal, the employee shall acknowledged the meeting.
3. ~~The Department Director shall forward all completed evaluations for staff and managers, supervisors and administrators to the Human Resources Department by October 1 each year.~~
4. ~~The Human Resources Department shall allocate the approved merit budget in accordance with the following matrix indicating the maximum amount for each score:~~

Percentile Rank		Performance Evaluation Score				
		1	2	3	4	5
0.00	0.25	0.00%	0.00%	4.00%	5.00%	6.00%
0.26	0.50	0.00%	0.00%	3.00%	4.00%	5.00%

0.51	0.75	0.00%	0.00%	2.00%	3.00%	
0.76	1.00	0.00%	0.00%	1.00%	2.00%	3.00%
1.00	+	0.00%	0.00%	1.00%	2.00%	3.00%

5.3. The Human Resources Department shall ensure that the evaluation appraisal results are made part of the employee's permanent personnel file.

1005. PERFORMANCE REVIEW COMMENTS. Each employee has the right to ~~comment on their performance evaluation appraisal.~~ If the employee chooses to do so in writing, such comments must be ~~made~~ submitted to the Human Resources Department, in type written form, no later than fourteen (14) days after the appraisal meeting with their supervisor. ~~during the evaluation period and will be included in their personnel folder.~~ The comments shall be forwarded to the Department Director for review and comment, prior to their inclusion into the personnel file.
1006. PERFORMANCE EVALUATION APPRAISAL DISPUTE RESOLUTION. Under the City's merit program, ~~the direct~~ relationship between performance evaluations ~~appraisal~~ and pay has the potential to result in differences of opinion between an employee and their supervisor.

Performance evaluations ~~appraisals~~ are not grievable. If an employee can demonstrate that the evaluation ~~appraisal~~ was arbitrary, capricious, illegally discriminatory, or wrong based on solid data, the employee can enter into dispute resolution with the Department Director.

1. PROCEDURE:

In order to ensure the speedy resolution of disputes related to ~~the City's Merit Program~~ an employee's appraisal, the following procedure shall be followed. The expedited process from immediate supervisor to final decision is intended to resolve disputes in a timely fashion ~~so that awards granted under the Merit Program are finalized in time for distribution each year.~~

- A. The dispute resolution process is an open process that is not a grievance or appeal. No party has an absolute right to legal representation. The parties are expected to represent and speak for themselves.
- B. The employee shall make every effort to discuss their performance review candidly with their supervisor, expressing any disagreements they may have with statements made by their supervisor.
- C. The employee may add any comments they may have to the written performance appraisal for inclusion in the personnel file.
- D. An employee wishing to initiate the process for dispute resolution shall do so within ten (10) working days of receiving the performance evaluation, by submitting a written memo to the Department Director stating the employee's wish to enter into dispute resolution and listing the specific parts of the supervisor's appraisal with which the employee disagrees and explaining the nature and extent of the disagreement. The employee shall attach copies of any relevant supporting documentation. If the

employee wishes to have a meeting with the Department Director, the employee must request it in a written memorandum to the Department Director. A copy of the completed form shall be provided to the Department Director and to the Human Resources Department.

- E. The Department Director will review the performance ~~evaluation~~ appraisal and all supporting documentation.
- F. The Department Director may contact the employee and/or the supervisor to obtain clarification or additional information.
- G. ~~The Department Director will~~ may meet with the employee and/or supervisor if necessary. ~~or if~~
- ~~G.H.~~ H. ~~The employee specifically may requested a meeting with the Director within five (5) working days of receipt of the request for filling a for dispute resolution meeting by the employee.~~
- ~~H.I.~~ I. The Department Director shall then issue his/her written decision within five (5) working days. The response should indicate one (1) of the following:
 - 1) The Director agrees with the evaluation
 - 2) The supervisor will revise the evaluation;
 - 3) The supervisor will complete a new evaluation;
 - 4) The Director will revise the evaluation; or
 - 5) The Director will complete a new evaluation.
- ~~I.J.~~ J. The decision issued by the Director shall be final and binding.
- ~~J.K.~~ K. Employees who are direct reports to a Department Director may appeal their ~~evaluations~~ appraisal to the Assistant City Manager or another Director appointed by the Director of Human Resources.

**SECTION 1100 EMPLOYEE GRIEVANCES AND
DISCRIMINATION COMPLAINTS**

1101. POLICY. It is the policy of the City to treat all employees fairly in matters affecting their employment. Every eligible employee shall have an opportunity to resolve matters which affect his/her employment. Every eligible employee with a grievance shall have the right to present the grievance in accordance with the following procedures without fear of reprisal.

1102. EMPLOYEE GRIEVANCE.

1. The word grievance means a formal, written statement from an eligible employee concerning actions taken by the City on one of the following items: loss of pay, written reprimand, suspension, and termination. Demotions, reclassifications, transfers, reassignments, and changes in shift rotations may not be grieved by an employee unless they are a direct consequence of a disciplinary action to that employee. Performance reviews and promotions cannot be grieved.
2. The wording "eligible employee" means any regular full-time and regular part-time employee. Discharge of an employee shall not preclude access to the grievance procedure.
 - A. The City Manager ~~shall not have access to the grievance~~ may not file grievances based on this procedure.
 - B. Executive employees shall have recourse to the grievance procedure, but may only grieve terminations and disciplinary actions which result in loss of pay. Executive employees include Department Directors, the City Attorney and Assistant City Managers.
 - C. Executive employees, and any other employees who report directly to the City Manager, shall make a good faith effort to resolve the issue with the City Manager prior to filing a grievance to the Personnel Appeals Hearing Officer. The grievance must be filled within seven (7) business days following the event on which the grievance is based.
 - D. Employees reporting to Assistant City Managers shall first make a good faith effort to resolve the issue with their respective Assistant City Manager prior to filling a grievance with the City Manager. The City Manager will have seven (7) days to respond. If the decision of the City Manager is not satisfactory to the employee, a grievant ~~may, within seven (7) business days of receipt of the~~ decision, appeal in writing to the Personnel Appeals Hearing Officer.
 - E. Appeals to the Personnel Appeals Hearing Officer shall be filed with the City Clerk or his/her designee.
 - F. Failure of the grievant to properly follow the provisions of the "Grievance Procedure" shall result in the automatic forfeiture of the grievance with prejudice.
 - G. The established grievance procedure shall be followed except for:
 - 1) All collective bargaining units will follow the grievance procedures in their negotiated contracts.

Forma

SECTION 1200 BENEFITS

1200. EMPLOYEE INSURANCE BENEFITS. Full-time and part-time regular employees, and some contract and grant-funded employees, budgeted to work thirty (30) or more hours per week are eligible for the employer contribution of group insurance ~~benefits~~ as benefits as provided by the City and modified by the City Council. Information on employee benefits and eligibility requirements are available from the Human Resources Department.

Any full-time or part-time regular employee eligible for benefits who competes for and is accepted into the Police or Fire Academy will continue to receive their existing insurance and retirement benefits, without a break in service, as adopted by the City Council.

1202. MEDICAL PRIVACY.

From time to time the City may require and obtain employee medical information as it relates to that employee's ability to perform the essential functions of their position. This information may be obtained as a result of a Workers' Compensation injury, Family and Medical Leave qualifying event, request for reasonable accommodation under the Americans with Disabilities Act, or Fitness for Duty Evaluation.

It is the policy of the City to maintain strict confidentiality of all medical information obtained in accordance with all state and federal regulations and to use medical information obtained for the purposes stated in the Release of Information. Managers and supervisors will be informed of any current restrictions, however, medical information will only be released to those with a need to know.

1203. RETIREE HEALTH INSURANCE.

Effective July 1, 2004 all PERA eligible employees will contribute on a bi-weekly basis through payroll deductions to the New Mexico Retiree Health Care Authority in the amount prescribed by the New Mexico State Legislature and as amended from time to time as a term and condition of employment.

1204. COBRA POLICY:

The City of Las Cruces adheres to all requirements of the Consolidated Omnibus Budget Reconciliation Act (COBRA) as they ~~apply~~ applies to our employees. ~~The City's COBRA policy is administered by the State of New Mexico General Services Department, Risk Management Division (RMD). Should an employee, or covered dependent(s), lose their medical~~ medical, dental, or vision coverage under the ~~plans offered through the State of New Mexico RMD as a result of a qualifying event, the employee and their eligible dependents~~ participant losing coverage will be given the opportunity to continue to purchase coverage insurance as a group member for at the legally-specified period of time following the loss of coverage.

~~Although employees' right to elect continuation coverage occurs upon a qualifying event, coverage is not automatic. Coverage is not automatic. Employees and / or their eligible dependents must make an affirmative election of coverage before coverage will begin. The State of New Mexico RMD will notify the employee and / or their eligible dependents of their rights and the stipulations necessary to continue coverage under COBRA. The~~

person(s) losing group coverage will receive notice of their rights to elect continuation of coverage, and information on how to enroll. The election to continue coverage must be made within sixty (60) days of the date coverage is lost or the date of the notice of eligibility, whichever is later.

1. Eligibility:

Employees, and covered dependents, are eligible for continuation of coverage if the employee resigns, or is terminated from employment for any reason other than for gross misconduct, or if a reduction in hours results in the loss of coverage under our the guidelines of the group medical, dental, and vision plans. Continuation of coverage will may be available for 18-36 up to thirty-six (36) months, depending upon the qualifying event.

2. Qualifying Event:

A qualifying event (QE) for purposes of continuation of the option to continue coverage under COBRA occurs when:

- A. The employee resigns, or is terminated for any reason other than gross misconduct on the employee's part. (QE for the employee, spouse, and dependent children, or domestic partner and dependent children and any eligible covered dependent.)
- B. A reduction in the The employee's working hours or annual salary paid by the City. are reduced to the point that he/she loses some or all of the benefits under the plan. (QE for the employee, and any eligible covered dependent.) (QE for the employee, spouse, and dependent children, or domestic partner and dependent children).
- C. The employee is divorced/divorces, or becomes legally separated from their spouse, or terminates a domestic partnership. (QE for any eligible covered dependent.)
- C. the employee's spouse and dependent children).
- D. The employee's spouse is divorced from the employee or obtains a legal separation (QE for the employee's spouse).
- E-D. The employee becomes entitled to Medicare. (QE for the employee, and any eligible covered dependent.) (QE for the employee's spouse and dependent children, or domestic partner and dependent children).
- F-E. The employee's dependent child loses dependent status as defined by the plan (QE for that dependent child).
- G. The employee does not return to work after FMLA leave ends (QE for the employee, spouse, and dependent children, or domestic partner and dependent children).

3. Notice of Election/Qualifying Event:

The City of Las Cruces Human Resources Department will notify the State of NM RMD of the qualifying event within 30 days of receipt of notification of the qualifying event. The employee or the employee's qualified beneficiary must notify the Benefits Coordinator is responsible to provide notification, and any required documentation, to the Human Resources Department of a qualifying event within thirty-one (31) days

~~of a divorce or legal separation or the date on which the employee's child ceases to be a dependent under the Benefit plan rules; the date of the event so that changes may be made to coverage and/or premium deductions.~~

~~The City of Las Cruces Human Resources Department will appropriately notify the COBRA Administrator of an employee's, and/or dependents, qualifying event. The COBRA Administrator will provide the required notice, enrollment, and premium information to the individual(s) losing coverage under the City sponsored plan(s).~~

~~The State of NM RMD will mail notice of the right to elect continuation coverage to the employee or his/her qualified beneficiary by first class mail to his/her last known address or to the last known address of the qualified beneficiary.~~

4. ~~Length of Coverage~~ Other Terms, Conditions, and Cost:

~~The length of coverage depends on the type of qualifying event that occurs. These are dependent on the type(s) of qualifying events and will be communicated to the individuals losing group coverage by the COBRA Administrator.~~

~~A. 18-month period. Qualifying events include termination of employment, other than for gross misconduct, or a reduction of hours.~~

~~B. 29-month period. A qualified beneficiary is determined under the Social Security Act to have a disability at the time of a termination of employment or reduction in hours.~~

~~C. 36-month period. This is given:~~

- ~~1) for the death of the covered employee;~~
- ~~2) for the loss of dependent child status under the plan;~~
- ~~3) when the covered employee becomes entitled to Medicare;~~
- ~~4) for divorce or legal separation of the covered employee;~~
- ~~5) for multiple qualifying events.~~

5. Coverage Termination:

~~Continuation coverage may be terminated prior to the end of the applicable coverage period if any of the following circumstances occur:~~

~~A. The qualified beneficiary (the employee, the employee's spouse or the employee's spouse on behalf of dependent children or domestic partner) fails to make timely payment of premiums for continuation coverage.~~

~~B. The qualified beneficiary becomes covered under another group health plan that is not maintained by the State of NM RMD, or City of Las Cruces and does not contain any pre-existing condition limitation or exclusion affecting the qualified beneficiary.~~

~~C. The qualified beneficiary becomes eligible for Medicare.~~

~~D. The City's group health plans are terminated.~~

~~E. The continuation period has been extended because the qualified beneficiary was a person with a disability but no longer has the disability.~~

~~F. For cause on the same basis that the coverage of similarly situation active employees may be terminated.~~

~~6. Cost:~~

~~The cost for continuation coverage will be determined by the State of NM RMD.~~

~~Employees are responsible for the same deductibles and co-payments under the plans that the employees were responsible for before coverage was lost. Any amounts already incurred under the original plan will be credited to the employees' continuation coverage.~~

1205. EMPLOYEE ASSISTANCE PROGRAM

POLICY:

The City will provide professional and confidential assistance to any employee and their immediate family (spouse/domestic partner and dependent children) who may wish to consult with a professional counselor regarding a personal or family problem. The services provided are confidential and are available at no cost to the individual.

1. SCOPE:

EAP services provided are short-term, focused on problem solving and very practical in nature. In the instance where an individual is specifically in need of a great level of assistance, that person will be referred to the most appropriate professional as provided for in the employee benefit package.

A. It is the responsibility of management to support this policy by remaining alert to job performance and behavior changes, and to bring these to the attention of the employee, along with an offer of assistance at the earliest indication of a recurrent problem. Directors, Administrators and Managers should not attempt to diagnose the nature of the personal problem, but should use the EAP to deal with work performance/work habit problems.

B. Employees are encouraged to seek assistance through or accept referral to the EAP and to comply with the recommended action plan when personal problems are affecting the employee's work performance. An employee's continued failure to take action to resolve a work problem will be handled through the applicable City policies.

C. Participation in the EAP in no ways relieves the employee of the responsibility to meet acceptable work performance and conduct standards. Normal corrective action procedures will continue during an employee's participation in the program.

2. REFERRALS:

A. Employees may obtain professional assistance through the EAP by self-referral or Director/Manager or supervisor referral.

1) Self-Referral:

- a) An employee, or dependent, who desires confidential assistance for a personal problem should call the EAP office and schedule an appointment.
- b) All communication between the employee, or dependent, and the EAP counselor is confidential. When the counselor becomes aware of a situation where the employee or dependent, presents a clear and present danger to themselves or others, the EAP counselor will take whatever action is deemed appropriate and necessary to mitigate the danger, pursuant to applicable state and federal laws.

2) Director/Manager/Supervisor Referral:

- a) Referral to the EAP by a Director/Manager/Supervisor may be based upon an employee's request for assistance with a personal problem that may be affecting, or has the potential to affect, the employee's job performance. When an employee has come to a Director/Manager/Supervisor to seek advice regarding a personal problem, the Director/Manager/Supervisor should make the team member aware of the professional assistance available through the EAP and offer to assist the team member in arranging an appointment with the EAP counselor. Referral to EAP shall be strictly voluntary except when such referral is the result of a violation of the Violence in the Workplace Policy or Substance Abuse Policy.
- b) If the team member chooses not to accept assistance at this time, the Director/Manager/Supervisor should reinforce the organization's expectation for improved performance or appropriate conduct and the consequences for failure to improve. Results of this meeting should be documented.
- c) All information pertaining to an employee's referral to the EAP and information provided by the EAP counselor to the Director/Manager/Administrator should be accorded the same standards of confidentiality as applied to all mental health/substance abuse treatment related records and information.

3. Appointments During Working Hours: An employee can schedule meetings with the EAP counselor during normal working hours. For visits to an outside provider during work hours, the employee shall use leave accruals, if available, or Leave Without Pay if no leave accruals are available.

1206. WORKERS' COMPENSATION. To the extent provided by law, all City employees are covered under the provisions of the New Mexico Workers' Compensation Act. Workers' Compensation covers work-related injuries or illness arising out of and in the course of employment that requires medical, surgical, or hospital treatment.

1. PROCEDURES:

- A. All on the job illnesses and injuries (no matter how minor an on-the-job injury may appear) which are work-related must be formally reported immediately or as soon as possible to the employee's immediate supervisor. The employee and the supervisor shall prepare a Notification of Accident form and the employee shall report to the ~~Risk Management Office~~ Human Resources Department with the completed form. If an employee is injured during a period which Risk Management

~~is not open~~outside of normal business hours, the employee should report to the emergency room for treatment if necessary, and notify their immediate supervisor as soon as possible. After emergency treatment has been received, the Notification of Accident form shall be completed and forwarded to Risk Management.~~the Human Resources Department.~~

- B. The City reserves the right to require a medical examination at any time during the Workers' Compensation absence and prior to the employee's return to work.
- C. The City will not be liable for the payment of Workers' Compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.
- D. FMLA leave runs concurrently with any workers' compensation leave.
- E. Any questions regarding Workers' Compensation or on-the-job injuries should be directed to the ~~City's Risk Manager~~Human Resources Department.

1207. Domestic Partner Benefits. ~~—All~~ City of Las Cruces employees that have a domestic partner as defined in A herein, shall be provided benefits on the same basis provided to legal spouses.

1. The City defined domestic partners as two (2) individuals who are in a mutually exclusive, committed relationship for the last twelve (12) months, who share a primary residence, who are jointly responsible for the common welfare of each other, who share financial obligations and have executed an affidavit of domestic partnership with the Human Resources Department and granted domestic partnership status. There must be an exclusive mutual commitment similar to that of marriage, in which the partners agree to be financially responsible for each other's welfare and share financial obligations.

A. Qualifying Criteria

To be recognized as domestic partners by the City of Las Cruces, both individuals must meet all of the following criteria, ~~sign~~complete an Affidavit of Domestic Partnership form, and submit necessary documentation to the Human Resources Department.

- 1) Both domestic partners must be unmarried.
- 2) Domestic partners must have been in a mutually exclusive relationship for the last twelve (12) months, intending to do so indefinitely, and must share the same primary residence.
- 3) Domestic partners must meet the age requirements for marriage in New Mexico and be mentally competent to consent to contract.
- 4) Domestic partners must not be related by blood to the degree prohibited in legal marriage in the State of New Mexico.
- 5) Domestic partners must be jointly responsible for the common welfare of each other and share financial obligations. —An Affidavit of Domestic Partnership form signed to that effect and proof of three (3) of the following items must be submitted to the Human Resources Department:
 - a) Joint mortgage or lease;

- b) Joint ownership of a motor vehicle;
 - c) Joint bank account;
 - d) Joint credit account;
 - e) Domestic partner named as beneficiary of the other's retirement benefits;
 - f) Domestic partner named as beneficiary of the other's life insurance;
 - g) Domestic partner named as primary beneficiary in the other's will;
 - h) Domestic partner assigned durable, ~~and/property~~ or health care, power of attorney.
- 6) Providing false information may result in disciplinary action, dismissal, and reimbursement of costs involved in providing benefit coverage.

B. Termination of Domestic Partnership

- 1) Individuals granted domestic partnership status must report any change in status that terminates the relationship to the Human Resources Department, within thirty-one (31) calendar days, by completing a Termination of Domestic Partnership form. Upon completion of a Termination of Domestic Partnership form, the employee would not be eligible to re-enroll a domestic partner until the plan's next open enrollment or qualifying event.

Forma

C. Qualifying as a Dependent of Domestic Partner

- 1) The child of a domestic partnership qualifies as an eligible dependent:
- a) If either of the domestic partners is the biological parent of the child;
 - b) If either or both partners are adoptive parents of the child, or
 - c) If the child has been placed in the domestic partner's household as part of an adoptive placement.

D. Services and Benefits

- 1) Domestic partners and their dependents, as defined within this section, shall be granted all and the same services and benefits as those provided to married spouses and their dependent(s), except where expressly prohibited by law. All City policies that affect employees, spouses, and their families also apply to employees, domestic partners, and their families.

E. Taxability

- 1) The value of insurance benefits provided to the domestic partner ~~is considered taxable income to the employee shall be determined by New Mexico Taxation and Revenue or the Internal Revenue Service~~ and is subject to social security and federal and state income tax withholding as applicable.

Forma

Forma

Forma

Dependent Child - under age eighteen (18), or under age twenty-six (26) and a full-time student for at least five (5) months out of the year, or any age and disabled in accordance to the ADA.

Difficult to Fill Positions – positions identified by the Human Resources Director as traditionally not yielding a significant number of qualified candidates.

Directly and Closely Related (FLSA) – tasks that are related to exempt duties and that contribute to or facilitate performance of exempt work.

Disability - an employee or applicant who has: a physical or mental impairment which substantially limits one or more major life activities; or a record of having such impairment; or is regarded as having such an impairment.

Discipline - action taken with regard to an employee, including reprimand, suspension, demotion, or dismissal.

Discretion (FLSA) – the comparison and evaluation of possible courses of conduct, and acting or making a decision after the various possibilities have been considered.

Dismissal - involuntary termination of employment for reasons other than lack of funds or lack of work.

Domestic Partners – two individuals who are in a mutually exclusive, committed relationship for the last twelve (12) months, who share a primary residence, who are jointly responsible for the common welfare of each other, who share financial obligations and have executed an affidavit of domestic partnership with the Human Resources Department and granted domestic partnership status.

Due Process - the right granted to a full-time or part-time regular employee, who has completed the probationary period, to pre- and post-disciplinary hearings, for actions of suspension, demotion, or dismissal.

E

Eligible - a person whose name is included with a list of qualified candidates for a vacant position in accordance with procedures described in Section 200.

Eligible List - a list of persons qualified to fill a vacancy in a particular class.

Emergency Employee - a full-time or part-time employee who is hired to ensure continuity of municipal services during an emergency.

Employee - an individual who is legally employed by the City government and is paid through the City payroll, except for City Councillors, contracted persons, and consultants.

Entry Level Rate - the minimum base rate in any salary grade established for a class.

Executive - a salaried exempt official fully defined in Section 309 of this Manual.

Summary of Changes

406.6	PAY RATE ADJUSTMENTS	Clarification
406.9	PAY RATE ADJUSTMENTS	Revision of Merit Program
406.10.	PAY RATE ADJUSTMENTS	Delete and move
406.11	PAY RATE ADJUSTMENTS	Delete and Move
415	MERIT INCREASE PROGRAM	Redefine program
416	PERFORMANCE PAY	Establish performance pay for non-exempt employees
417	LONGEVITY INCREASE	Redefine program
509.5	SICK LEAVE MAXIMUM ACCUMULATION ALLOWANCE	Clarification
514.10.3.B	FAMILY AND MEDICAL LEAVE	Additional language for designating FMLA leave.
522	SEARCH AND RESCUE LEAVE	Specifying maximum number of available hours and employees.
523	EXTENDED LEAVE	Adjusting medical certification requirements
710	TUITION EXPENSES	Clarification of procedures and responsibilities
912	DISBURSEMENT OF FINAL PAY CHECK	Clarification
1002	PERIODS OF REVIEWS	Clarification
1003	RESPONSIBILITIES	Clarification
1004	REVIEW COORDINATION	Clarification
1005	PERFORMANCE REVIEW COMMENTS	Clarification
1006	PERFORMANCE EVALUATION DISPUTE RESOLUTION	Clarification
1102	EMPLOYEE GRIEVANCES	Clarification
1200	EMPLOYEE INSURANCE BENEFITS	Clarification
1201	EMPLOYEE BENEFITS	Clarification
1202	MEDICAL PRIVACY	Clarification
1203	RETIREE HEALTH INSURANCE	Clarification
1204	COBRA	Clarification
1206	WORKERS' COMPENSATION	Clarification
1207	DOMESTIC PARTNER BENEFITS	Clarification
Definition		Define Dependent Child