City of Las Cruces®

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Council Action and Executive Summary

Item # 6 Ordinance/Resolution# 16-048

For Meeting of _____ (Ordinance First Reading Date)

For Meeting of September 8, 2015 (Adoption Date)

Please check box that applies to this item:

☐ QUASI JUDICIAL ☐ LEGISLATIVE ☒ ADMINISTRATIVE

TITLE: A RESOLUTION APPROVING AMENDMENTS TO THE AGREEMENT BETWEEN THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL & SERVICE WORKERS INTERNATIONAL UNION (USW) AND THE CITY OF LAS CRUCES.

PURPOSE(S) OF ACTION:

Amend two (2) articles of the current collective bargaining agreement.

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

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In October 2013 City Council approved the collective bargaining agreement (CBA) between the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union (Blue Collar Union) and the City of Las Cruces (City). In concurrence with Article 24 of the CBA, the parties entered into negotiations on August 7, 2015.

On August 7, 2015 the parties reached an impasse on Article 24 Pay Increase. Mediation with Federal Mediation and Conciliation Service was called for.

On August 27, 2015 the Blue Collar Union agreed to management's last, best final offer and parties reached agreement on all negotiated items which resulted in proposed changes to Article 19 Safety and Article 24 Pay Increase.

Changes to Article 19 include the clarification of procedures and requirements in regards to prescription safety eyewear.

Changes to Article 24 will result in a one and one half (1.5) percent increase to the wages of employees represented by the Blue Collar Union. The increase will be effective at the beginning of the first full pay period after City Council approval (Sunday, September 20, 2015). If approved,

(Continue on additional sheets as required)

the estimated general fund budgetary impact for the remainder of FY 16 will be approximately forty-two thousand six hundred dollars ($42,600).

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Final Collective Bargaining Agreement.
3. Attachment "A", Strike-through copy of Article 19. Safety.
4. Attachment "B", Strike-through copy of amended Article 24. Pay Increase.

SOURCE OF FUNDING:

Is this action already budgeted?			
	Yes	☒	See fund summary below
	No	☐	If No, then check one below:
	Budget Adjustment Attached	☐	Expense reallocated from: _____
		☐	Proposed funding is from a new revenue source (i.e. grant; see details below)
		☐	Proposed funding is from fund balance in the _____Fund.
Does this action create any revenue? N/A			
	Yes	☐	Funds will be deposited into this fund: in the amount of $_____for FY__.
	No	☐	There is no new revenue generated by this action.

BUDGET NARRATIVE

Funding for this increase of wages will affect twenty (20) pay periods of the current fiscal year (FY16) and come from various accounts.

FUND EXPENDITURE SUMMARY:

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

OPTIONS / ALTERNATIVES:

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

REFERENCE INFORMATION:

N/A

(Continue on additional sheets as required)

RESOLUTION NO. 16-048

A RESOLUTION APPROVING AMENDMENTS TO THE AGREEMENT BETWEEN THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL & SERVICE WORKERS INTERNATIONAL UNION (USW) AND THE CITY OF LAS CRUCES.

The City Council is informed that:

WHEREAS, in October 2013 City Council approved the collective bargaining agreement (CBA) between the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union (Blue Collar Union) and the City of Las Cruces (City); and

WHEREAS, in concurrence with Article 24 of the CBA, the parties entered into negotiations on August 7, 2015; and

WHEREAS, on August 7, 2015 the parties reached an impasse on Article 24 and mediation with Federal Mediation and Conciliation Service was called for; and

WHEREAS, on August 27, 2015 the Blue Collar Union agreed to management's last, best final offer and the parties reached agreement on all negotiated items which resulted in proposed changes to Article 19 Safety and Article 24 Pay Increase; and

WHEREAS, changes to Article 19 include the clarification of procedures and requirements in regards to prescription safety eyewear; and

WHEREAS, changes to Article 24 will result in a one and one half (1.5) percent increase to the wages of employees represented by the Blue Collar Union.

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

(I)

THAT City Council hereby approves the amendments to the CBA between the City and the Blue Collar Union attached hereto as Exhibit "A", and made part of this resolution.

(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

Exhibit "A"

AGREEMENT BETWEEN

THE CITY OF LAS CRUCES

AND

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

EFFECTIVE October 7, 2013THRU October 6, 2016

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APPENDIX A (CLASSIFICATION LIST)

UNITED STEELWORKERS (USW) CHECK OF AUTHORIZATION

SIGNATURES

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

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

ARTICLE 1. RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent on behalf of all regular non-probationary employees in the classifications listed in Appendix A, attached hereto and made part of this Agreement, with respect to wages, hours, and all other terms and conditions of employment. No part-time employee shall have greater benefits than those contained in the City of Las Cruces Personnel Policies unless specifically delineated and designated as part-time employee benefits herein.

ARTICLE 2. NON-DISCRIMINATION

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

ARTICLE 3. CONTRACTING AND SUBCONTRACTING

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

A. Provide the Union with two (2) weeks advance notice.

B. Identify the affected employee or employees.

C. Provide an opportunity, upon request, for the Union to meet with the City Manager to discuss possible alternatives to the contracting or subcontracting out, within five working days of notice to the Union.

D. Regular budgeted bargaining unit positions may be filled temporarily for up to 12 months. Management may request extensions, to meet operations needs, to the Union president.

ARTICLE 4. AGREEMENT CONTROL

A. If any policy, regulation or directive of the Employer or the Union is in specific conflict with any provision of this Agreement, the Agreement provision will control. By mutual written agreement, the parties may modify this Agreement.

B. The Employer will not implement any change that is in specific conflict with this Agreement. The Union and the employees will abide by the Conditions of this Agreement and applicable Employer and/or Department policy, rules, regulations and/or officially sanctioned practices. All City policies, rules, regulations, and practices, other than those specifically set

forth in this Agreement are not subject to the grievance procedure contained in this Agreement. Said policies rules and procedures shall not be interpreted as being an extension of this Agreement.

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

ARTICLE 5. STRIKES AND LOCKOUTS PROHIBITED

A. No employee or labor organization shall engage in a strike. No employee or labor organization shall cause, instigate, encourage or support a strike. The Employer shall not cause, instigate or engage in any employee lockout.

B. When an agent of the Employer submits a formal complaint by the City Council alleging a strike has occurred, the City Council shall meet in emergency session, within twenty-four (24) hours of the filing of the charge and determine whether a strike has indeed occurred.

C. The Employer may apply to the district court for the injunctive relief to end a strike, and an exclusive representative of public employees affected by a lockout may apply to district court of injunctive relief to end a lockout.

D. Any labor organizations that causes, instigates, encourages or supports a public employee strike, walkout or slowdown may be decertified after a hearing before the City Council as the exclusive representative for that appropriate bargaining unit by the Employer and shall be barred from serving as the exclusive representative of any bargaining unit of public employees for a period of not more than one (1) year.

ARTICLE 6. EMPLOYEE PERFORMANCE APPRAISALS

PURPOSE.

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

A. PERIODS OF REVIEWS.

Appraisals for each regular employee shall:

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

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

B. REVIEW COORDINATION.

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

1. Each employee shall be afforded an opportunity to provide the supervisor with a self-appraisal of his or her job performance for the rating period. The employee should be asked to provide a self-appraisal at least two weeks prior to the evaluation meetings. A supervisor must review and consider the self-appraisal when completing each employee's performance appraisal.
2. The supervisor shall be responsible for following through on any personnel action resulting from the review.
3. The Human Resources Department shall ensure that the appraisal results and subsequent action documents are made part of the employee's permanent personnel file.
4. No presumption of performance shall be made in the absence of a performance appraisal.
5. A customer complaint used in a performance appraisal shall be validated.
6. When the performance appraisal document is finished and signed by management a copy may be provided to the employee for their records upon request from the employee.

PERFORMANCE REVIEW COMMENTS.

Each employee has the right to comment on their performance appraisal. If the employee chooses to do so in writing, such comments shall be provided within five (5) days of the appraisal and included in their personnel folder. .

ARTICLE 7. GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this grievance procedure shall be to secure, at the lowest administrative level, equitable resolutions to problems that may arise and are subject to review under this procedure. The parties, at any time during the grievance procedure or any steps involved in the procedure may schedule a meeting to discuss the grievance. There shall be no other grievance or appeal procedure for the employee in the bargaining unit other than that contained in this Article. By agreeing to this grievance procedure, the Union and the employees covered by this Agreement knowingly and completely waive any right they have or

may had to raise a grievance, or otherwise challenge in any way, any action or inaction of the Employer regarding the terms and conditions of employment and other provisions contained in this Agreement. To the extent allowed by law, the Union and the bargaining unit employees waive the right to seek alternative remedies on any issue covered by this Agreement.

B. DEFINITIONS

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

C. PROCEDURES

1. Failure of the grievant (Union or the employee) to properly follow the provisions of the "*Grievance Procedure*" shall result in the automatic forfeiture of the grievance with prejudice.
2. The number of days indicated at each level of this procedure shall be considered a maximum, and every effort shall be made to expedite the process.
3. If the Employer fails to comply with the time limit requirement as set forth under any of the steps, the grievance shall be considered automatically appealed to the next step.
4. If any grievance is not presented or arbitration is not requested within the time limits, and in accordance with the provisions of this Article, it shall be barred from consideration or action by and between the Union and the Employer.
5. The time limits set forth herein may be extended provided the extension has been mutually agreed upon by the parties in writing.
6. A grievance shall not be considered unless the grievant initiates the grievance no later than five (5) working days after the grievant knew, or reasonably should have known of the incident that precipitated the grievance.
7. There can be no amendments to a grievance after the five (5) working days set forth in C sub item 6 above.
8. Bargaining unit employees may not grieve promotions or non-selection for promotion.
9. The procedure for grieving a suspension or demotion shall be that set forth in Step 3 and shall be filed within five (5) working days of the employee receiving notice of discipline.
10. The grievant and/or the union may request a meeting before the written response from the Department Director and/or the City Manager is due.

11. Management responses to Union grievance requests shall be delivered in person. In cases where individual grievants are pursuing a grievance and are not available to receive a response in person, the response shall be delivered through registered mail, the date and time of mailing shall be considered the time of response for purpose of computing time limit requirements.
12. The grievant shall forward a copy of the initial grievance to the Human Resources Department and the Office of the City Manager.
13. To be considered, the grievance must be submitted within the established time limits and contain at a minimum what contract provision(s) of this Collective Bargaining Agreement is (are) believed to be violated; the facts constituting the violation; and the relief requested.

D. GRIEVANCE STEPS:

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

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

STEP 3. If the grievance still remains unadjusted, it may be presented in writing by the Union Steward, Grievance Committee Chairman or the employee to the Department Director within five (5) working days after the response of the Section Administrator. The Department Director shall respond in writing to the Union Steward, Grievance Committee Chairman or employee within five (5) working days of receipt.

STEP 4. If applicable, and the grievance still remains unadjusted, it may be presented in writing by the Union Steward, Grievance Committee Chairman or the employee to the Assistant City Manager within five (5) working days after the response of the Section Administrator or Department Director. The Assistant City Manager shall respond in writing to the Union Steward, Grievance Committee Chairman or employee within five (5) working days of receipt.

STEP 5. If the grievance still remains unadjusted, it may be presented in writing by the Union Steward, Grievance Committee Chairman or employee to the City Manager, or designee, within five (5) working days after the response

from the appropriate prior step. The City Manager, or designee, shall respond in writing to the Union Steward, Grievance Committee Chairman or employee within ten (10) working days of receipt.

STEP 6. If the grievance is not resolved with the decision of the City Manager, either the Union or the Employer may request arbitration. In the event an individual employee requests arbitration, he/she must obtain the written approval of the Union to proceed. If the Union does not approve the employee's request, the decision of the City Manager is final and binding on the Union, the employee and the Employer. The party who requests arbitration must submit a request to the Federal Mediation and Conciliation Service within ten (10) working days of receipt of the City Manager's Step 5 response to the grievance. Failure to request arbitration within the ten (10) day time frame will render the grievance null and void.

E. TERMINATION GRIEVANCE STEPS:

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

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

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

The time limit in this Step may be extended by either party by mutual agreement in writing, not to exceed thirty (30) calendar days from the City Manager's response due date.

F. ARBITRATION

1. The arbitrator will be selected from a panel of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service. Each party reserves the right to request additional panels. The moving party to the arbitration shall strike the first name from any panel. The parties shall alternatively strike names until there is one name remaining who shall be the arbitrator.
2. The arbitrator shall conduct the hearing as soon as possible.

3. The arbitrator's decision shall be in writing and shall include the decision, the rationale, and if appropriate, the relief. The arbitrator shall not have the authority to expand, or add to, the rights of employees or the Union under the terms of the Collective Bargaining Agreement.
4. The arbitrator's decision shall be final and binding on the parties and shall constitute an award within the meaning of the Uniform Arbitration Act. Reasons for appeals to court are set forth in the Uniform Arbitration Act.
5. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses. The parties may mutually agree to share the cost of providing a verbatim record of the proceedings.

G. MISCELLANEOUS

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

ARTICLE 8. EMPLOYEE DISCIPLINE AND DISCHARGE

A. Disciplinary actions may include, but are not limited to, the following:

1. Verbal warning;
2. Written reprimand;

3. Requirement of payment for intentionally or negligently destroying, damaging, or losing City property;
4. Involuntary demotion;
5. Suspension without pay; or
6. Termination.

B. Disciplinary action may be imposed upon any employee for failure to fulfill his/her responsibilities or violation of work rules and shall be in writing stating the reason for the discipline (except verbal warnings). Any disciplinary action, which results in a written reprimand, suspension without pay, demotion or termination, may be processed as a grievance through the grievance procedure. Management shall initiate disciplinary action within a reasonable time period after the facts of the situation have been established.

C. Management may initiate and conduct necessary training and coaching, including the development of performance improvement plans (PIP) at any time during the disciplinary process. A PIP may be used instead of or in conjunction with disciplinary actions.

D. Discipline will be applied in a corrective, progressive, and uniform manner unless the facts of the situation warrant a more severe discipline. Discipline shall take into account the circumstances surrounding the incident, the nature of the violation(s), the employee's record of discipline, and the employee's record of performance and conduct.

E. Employees will be disciplined in private, and in a courteous and dignified manner. Delivery of discipline does not diminish the impact of an employee's actions or inactions. Field directives, coaching and safety instructions or directions may be given at any time.

F. The Employer shall not discharge, suspend without pay, or involuntarily demote any employee without just cause. If the Employer feels there is just cause for discharge, suspension without pay or involuntary demotion, the employee involved shall, prior to any such action, be afforded the opportunity for a predetermination hearing before management. The purpose of the predetermination hearing is to provide the employee with the charges supporting the recommendation for discharge, suspension without pay or involuntary demotion and to allow the employee the opportunity to respond to the charges.

G. The Employer will provide written notice to the employee of the date, time and place of such predetermination hearing. The employee may have no more than two Union representatives present at the hearing; they are not entitled to legal representation. Upon mutual agreement by the parties a steward in training may be allowed to attend as a silent participant. With employee approval, the Union will be afforded a reasonable amount of time to prepare for the predetermination hearing, after receiving the charges against the employee.

H. An employee may request up to two (2) days of available annual or personal leave prior to the scheduled predetermination hearing date set by management.

I. The Employer will inform the employee in writing of the final decision.

ARTICLE 9. RESERVATION OF RIGHTS

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

ARTICLE 10. MANAGEMENT RIGHTS

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

A. To direct and supervise all operations, functions, and the work of the employees;

B. To determine the place to report for work, or to determine the methods, processes and manner of performing the work.

C. To authorize all personnel transactions such as to hire, lay off, promote, demote, assign, reassign, transfer, discipline, discharge, or terminate employees;

D. To determine what, by whom, and when services will be provided to the citizens;

E. To determine staffing requirements, create, abolish and reallocate positions or to eliminate or reorganize work units;

F. To establish and revise schedules of work;

G. To establish, revise, and implement standards for hiring and promoting employees;

H. To assign shifts, work days, hours of work and work locations;

I. To designate, assign and reassign all work duties;

J. To determine the need for additional positions and the qualifications of new employees, and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion;

K. To evaluate and judge the skill, ability, and efficiency and general work performance of employees;

L. To take actions, as necessary, to carry out the mission of the Employer in emergencies;

M. To retain all rights concerning management and operations of the City of Las Cruces not specifically prohibited by a collective bargaining agreement or "The City of Las Cruces Labor Management Relations Ordinance". Said rights include, but are not limited to, personnel matters and staffing functions, compensation, benefits and terms and conditions of employment;

N. To determine allocation of available funds to activities of the organization including establishing funding for personnel costs, operating expenses and capital outlay;

O. Direct the work, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;

P. Determine qualifications for employment and the nature and content of personnel examinations;

Q. The Employer (management) retains all rights not specifically limited by a collective bargaining agreement.

R. These rights shall not be subjugated or diminished in any way by any expressed or implied duty or obligation to bargaining contained in this Agreement or the Las Cruces Labor Management Relations Ordinance.

S. Retain all rights not specifically limited by this Collective Bargaining Agreement. The exercise of any retained management right shall not be subject to the provisions of the grievance procedure.

T. Employees are required to comply with all department and city directives, orders, rules and procedures not in specific conflict with this Agreement.

ARTICLE 11. SENIORITY, LAYOFF AND RECALL

A. Seniority shall be defined as length of continuous service with the City from the employee's most recent date of hire applied to the employee's currently held classification (job title). Where two or more employees are hired on the same date. A coin flip will decide seniority.

B. Seniority shall be broken only under the following circumstances:

   1. When the employee resigns;
   2. When the employee is involuntarily terminated; or
   3. When the employee retires.

C. In the event the Employer determines a layoff is necessary, the Employer shall provide the Union with the opportunity to provide alternatives to the proposed layoff. When possible, the Union and the employees to be laid off shall be notified of their impending layoff at least ten (10) days in advance of the layoff. Under no circumstances shall an employee be laid off without having at least forty-eight (48) hours prior notice. It is understood that pay may be given in lieu of notice.

D. Prior to initiating a layoff, the Employer will first ask for volunteers to be laid off. If layoffs are still necessary, the Employer will first discharge probationary employees (including temporary, and seasonal), then part-time regular employees, in that order, from with the classifications affected by the impending layoff.

E. If a layoff is still necessary after following the provisions contained in D above, employees will be laid off in reverse order of seniority within their present classifications.

F. Laid off employees shall be eligible for recall for a period of one (1) year. During the recall period employees will be recalled in reverse order of layoff within classification. The Employer shall notify employees of recall by registered mail at his/her last known address. Employees being recalled shall be allowed a maximum of ten (10) work days to report to work after receiving notification. Failure to report for work within the ten-day time limit or failure to accept an offer of a job of an equal or greater amount of pay shall result in the employee's termination.

G. Employees on layoff status shall continue to be eligible for participation in the Employer's group health insurance plan for the layoff period or maximum period allowed by law by exercising their COBRA rights.

H. Employees on Workers' Compensation Leave at the time of a layoff shall be entitled to all the rights and benefits of this article during the time of their injury/illness. An employee who cannot return to work due to their injury/illness will maintain their position on the seniority list for the purposes of recall when they are released to duty.

I. Furlough:

1. Temporary unpaid leave of some employees due to economic conditions of a Department, or the City as a whole.
2. Prior to implementing a furlough program the Union and the affected employees shall be notified at least ten (10) working days in advance. The Employer shall provide the Union with the opportunity to provide alternatives to furloughs.

ARTICLE 12. WORK HOURS

A. The normal work week for full-time regular employees of the Employer in the bargaining unit shall be forty (40) hours. The work day shall normally include a non-paid lunch period of either thirty (30) or sixty (60) minutes.

B. Any full-time employee reporting for work on his/her scheduled shift, unless notified by his/her supervisor not to report, or is sent home after reporting; shall be guaranteed four (4) hours of work or pay, unless:

1. The employee is sick or unfit for duty; or
2. The employee leaves without the permission of his/her supervisor.
3. In the event that the City Manager closes City services for inclement weather, or any other reason deemed necessary, all employees who do not work shall be compensated up to ten (10) hours of regular pay for hours they were schedule to work on that day. All employees who are called or made to work

shall be compensated at one and one half (1 ½) times their hourly rate for all hours worked. Employees may not refuse these assignments.

C. Any employee who, without good cause shown to the satisfaction of the Employer, fails to report to work for three (3) consecutive work days without prior approval of the supervisor or designee shall be deemed to have abandoned his/her employment and shall be subject to disciplinary action, up to and including termination.

D. All full time employees shall be scheduled to work on a regular schedule. This shall not apply to relief employees (i.e. transit relief drivers).

E. Employees will be notified of their shift, work days, and hours. Work schedules will normally not be changed without reasonable notice to the employees. Upon request, the Union shall be provided with the work schedule of any employee in the bargaining unit. Employees will have the right to ask for written schedules when change occurs.

F. Subject to work schedules and service delivery needs, full-time employees (except Transit Operators) may be allowed a rest period of up to fifteen (15) minutes, including up to five (5) minutes of travel time, in each half of the work shift. Rest periods may be combined during a day at the discretion of the supervisor to meet operational needs of the City. Rest periods cannot be accumulated from day to day and cannot be used in conjunction with other paid time off, starting and quitting times, or the lunch period. Rest periods are subject to scheduling and interruption by the supervisor. An additional fifteen (15) minute rest period may be allowed between shifts if an employee is scheduled to work a double shift. Transit Operators may be allowed a rest period not to exceed the length of time equal to their scheduled route headway.

G. Each section shall have a wall clock mounted in a common area which shall be designated as the official time piece.

H. Time keeping methods and record keeping of hours worked will be done in compliance with Fair Labor Standards Act using methods determined by management.

ARTICLE 13. CHANGE IN WORK HOURS

A. A permanent change in work hours shall require five (5) working days advance notice to the employee. Employees who are to have their work schedules changed on a temporary basis shall be given reasonable advance notice.

B. Work hours and shifts assignments shall not be changed arbitrarily.

C. When changes in work hours are available, except as per article 21.A, management shall first draw from a list of volunteers who are qualified for and capable of performing the work assignments. Seniority will be a consideration in the decision to fill work hours and shift assignments.

D. Temporary changes in work hours will not usually exceed thirty (30) days.

E. An employee or group of employees may request a flextime work schedule if the change is beneficial to the employee and meets the employer's requirements for productivity.

F. Employees who have concerns over changes in work hours may express those concerns through their union steward through the chain of command.

G. The Union may request a review by the Department Director of a management decision to implement a change in work hours prior to any implementation of such changes.

ARTICLE 14. OVERTIME

A. Overtime will be assigned by management based upon the needs of the section. Employees who work more than forty hours in any work week or work hours designated as eligible for premium overtime pay, shall be paid either 1 ½ times their regular rate, or receive 1 ½ hours comp time, for all hours worked in excess of forty, in accordance with the provisions of the Fair Labor Standards Act.

Management will normally fill overtime assignments with volunteers who are qualified for, and capable of, performing the work assignment. Seniority will be a consideration in the decision to fill overtime assignments on both voluntary and involuntary overtime assignments. This provision shall not apply to overtime assignments associated with stand-by time, or a task in progress at the time the overtime begins.

B. Employees selected for an overtime assignment may not refuse the assignment.

C. The parties recognize that minimizing overtime is a priority. Supervisors may flex the work hours of the employees to limit overtime liability. Prior to the decision to implement a flexed schedule supervisors and employees will meet to attempt to reach a mutually agreeable solution as to how the hours will be flexed.

D. Bargaining unit employees may request to enter into agreements with their immediate supervisors for the use of compensatory in lieu of cash overtime.

1. Bargaining unit employees may accrue no more than one hundred and twenty (120) hours of unused compensatory time (60 hours of overtime worked)
2. When a bargaining unit employee exceeds the limit, they must be paid in cash for the additional hours of overtime.
3. Requests to use earned compensatory time shall be processed in the same manner as requests to use annual leave.
4. Compensatory time earned during the twelve months of the fiscal year must be used by the end of the fiscal year and cannot be carried forward.
5. Compensatory time earned and not used will be paid out at the end of the fiscal year as part of an employee's regular pay check.
6. Compensatory time off should be allowed when requested by the employee provided it does not disrupt the activities of the section.
7. Upon termination for any reason, employees will be paid for all unused compensatory time. Payment shall be computed by multiplying unused compensatory time by the employee's final base rate per hour.
8. If an employee promotes, demotes or transfers from one classification eligible for compensatory time off to another classification eligible for

compensatory time off, the employee's accrued compensatory time off balance will be carried forward with the employee.

9. Compensatory time accrual balances will be paid off with the provisions and salary of the class from which the employee is promoting, demoting or transferring when the new classification is not eligible for compensatory time.
10. Bargaining unit employees may elect to sell back up to sixty (60) hours of accrued compensatory time at a rate of one to one (1:1) payable as part of the first paycheck in December of each year. Employees exercising this option shall complete, and submit a request using a form and timeline provided by the CITY.
11. Record keeping of Compensatory Time under FLSA.

    The City must maintain and preserve records of:

    (a) The number of compensatory hours earned each workweek, or other applicable work period, by each employee. The hours must be calculated at a rate of one and one-half hours.

    (b) The number of hours of compensatory time used each workweek, by the employee.
12. Overtime Authorization and Record keeping: Section administrators/managers must maintain accurate records on Bargaining Unit employees who work overtime and the reasons for the overtime. Overtime must be approved in writing by the section administrator/manager. Any adjustments made in overtime records must be accompanied by a written explanation of why the adjustments were made.
13. Non-stand-by employees called back to work will be considered engaged by the City of Las Cruces at the time they leave home until the work is completed. This time will be counted as time worked time and will be recorded as such on the employee's timesheet.

ARTICLE 15. STANDBY

All bargaining unit employees on stand-by after regular working hours will receive compensation for standby status at the rate of $95/week or $ 13.57/day.

1. Definitions:

   A. Standby Employee: An individual who, though off duty, is required to be available and able to respond to inquiries by telephone, pager or radio and/or, if necessary, return to duty.

   B. Standby Pay: Compensation paid in addition to the hourly base rate to individuals required to be "on call." Extra compensation is paid to the on call employee for making their time available to the City after regular working hours.

   C. Standby Period: All those hours spent on call during a 24 hour period established by the department/section.

2. Procedure:

A. The Section Administrator/Manager will decide specifically which employee(s) in each job title will be assigned to take "standby duty" and receive the additional compensation. These decisions shall be made fairly and equitably, using work and skill related factors, unless operational needs dictate otherwise.

B. The employee should receive clear advance notice that he/she will be "on stand-by". Stand-by assignments will be posted whenever practicable.

C. Employees in sections with less than four (4) employees will be required to rotate stand-by assignments. Employees in sections with more than four (4) employees rotating stand-by may request to be removed from the stand-by rotation so long as there are at least four (4) employees rotating. Employees wanting to be removed/or added from the stand-by rotation shall do so in writing to the section administrator before their next stand-by rotation. In the event that there are less than four (4) employees on stand-by, section seniority shall be used in this case. Seniority shall be calculated as continuous length of service in the classification and section. The least four (4) senior employees will be assigned stand-by. Other stand-by rotations may be utilized through the mutual agreement of management and Union representatives.

D. Standby period begins after the completion of the regularly scheduled work day and continues until resuming work the following work day. Stand-by status includes providing coverage during the lunch period.

E. Employees on standby will be considered engaged by the City of Las Cruces at the time they leave home until the work is completed. This time will be counted as time worked time and will be recorded as such on the Standby Report by the employee.

F. An employee who is stand-by must meet the following criteria:
   a) Thoroughly check the working status of the beeper, cell phone or radio before "standby" status begins and maintain it in operational mode at all times;
   b) Stay within beeper, cell phone or radio range;
   c) When notified by beeper, radio or telephone, the employee must call in within five (5) minutes;
   d) Must leave the location where the call is received within 10 minutes or less after receiving the call; and
   e) Must arrive in "fit" condition.

G. Failure to adhere to these criteria may result in the loss of stand-by pay for the day and may be subject to disciplinary action.

H. A standby employee, who is called back to work by dispatch, for two hours or less, will be paid two hours at the overtime rate, except as defined in "I" below.

I. If the employee remains at work following the expiration of the 2-hour period or is called back before its expiration, they will be compensation with overtime pay at the premium overtime rate for additional time worked beyond the two (2) hour period.

J. A standby employee who remains at work directly at the end of a scheduled work shift will be paid for straight overtime for the extra hours worked if the additional hours result in hours worked in excess of 40 hours in the work week.

K. The stand-by employee is expected to respond to telephone inquiries during the on call period without additional compensation.

L. An employee responding to a call-out shall assess the situation and need prior to calling out additional staff and shall describe the justification for additional staff on the Stand-By Form.

M. Employees called out shall complete the Stand-by Form for each situation and submit the completed forms to their immediate supervisor during the next business day.

3. Miscellaneous:

A. Positions designated for standby status will be recommended and justified to the City Manager by Department Directors.

B. A listing of all positions designated for standby status and written approval from the City Manager will be sent to Finance (payroll section) and Human Resources Department January 1st and June 1st of each calendar year.

ARTICLE 16. HOLIDAYS

A. Employees in the bargaining unit shall receive paid holidays per year as designated by the City Council.

B. In order to be eligible for holiday pay, an employee must be on paid status on both their last scheduled work day immediately preceding the holiday and their first scheduled work day immediately following the holiday.

C. A full-time employee who is not required to work on a holiday shall receive up to ten (10) hours of straight time pay for each holiday.

D. Part-time employees shall receive this benefit on a pro-rated basis if regularly scheduled to work on the holiday.

E. Holiday Pay Procedure.

1. If a paid holiday occurs while an employee is on annual leave, the day will be entered and paid as eight (8) hours of holiday pay or the pro-rated part-time rate. Annual leave may be combined with a holiday to the advantage of an employee; so long a prior approval by supervision is given.
2. If a holiday occurs on a day when an employee is not at work due to illness, the day will be entered and paid as eight (8) hours of holiday pay or the pro-rated part-time rate.
3. If an employee is sick the day before and the day after a paid holiday, a physician's written release to return to work shall be presented to the Section Administrator or designee when the employee returns to work.

4. An illness which occurs the day of, the day before or the day after a paid holiday may be investigated.
5. An employee required to be on duty during a paid holiday may be awarded another paid day away from work during the next thirty (30) calendar day period.
6. If another day off with pay within the thirty (30) calendar day period is not possible, the employee shall receive the number of hours he/she is regularly scheduled to work of holiday pay (computed at the regular rate) plus one and one-half (1-1/2) times the hourly rate for all time worked on that holiday.

F. Full-time employees who schedule a day off in lieu of the holiday and subsequently have that day canceled and are required to work shall be paid at one and one-half (1-1/2) times their hourly rate for all hours worked.

G. On holidays when reduced service is provided, a sign-up sheet shall be posted for employees to indicate their desire to work or be off. Seniority shall be used to determine which employees are scheduled.

ARTICLE 17. LEAVE WITHOUT PAY

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

A. Involuntary LWOP. Employees are usually assigned to this status for disciplinary reasons as a result of employee misconduct. In those cases, LWOP status assumes the form of suspension from duty without pay for a specific period of time. In other special cases, involuntary LWOP may result from administrative action in order to accommodate an employee who has exhausted all other types of Leave with Pay. In every case, involuntary LWOP status is initiated by management and approved by the City Manager.

B. Voluntary LWOP. This type of leave may be requested by employees for a variety of reasons not covered under the Family and Medical Leave Act. Approval of LWOP is discretionary and considered on a case-by-case basis. Each request will be considered in terms of work load, staffing levels, business necessity, availability of personnel, timeliness and other job-related factors.

C. Reinstatement from LWOP Status. Reinstatement will be made only if a vacant position exists for which the employee who was on LWOP qualifies. The City Manager shall make the final determination concerning reinstatement based on suitability, budgetary constraints, staffing levels, and other related factors, unless a prior written agreement has been made between the employee and the Department Director, to hold the employee's position open during the LWOP period.

D. Continuation of Certain Benefits during LWOP Status. An employee on LWOP has the responsibility to notify the Department of Human Resources regarding continuation of benefits rights during the leave period. The employee may continue as a member of the Employee Health Care Plan in accordance with the

provisions of the applicable insurance contract by paying both his/her share and the City's share.

ARTICLE 18. EMPLOYEE RIGHTS.

A. Employees have the right to form, join or assist the Union. Employees also have the right not to form, join or assist the Union. Solicitation of Union membership or the conducting of Union business during paid time is strictly prohibited.

B. An employee will be informed by his/her supervisor if a scheduled meeting is likely to result in disciplinary action, which results in a written reprimand, suspension without pay, demotion or termination. If such meeting will result in disciplinary action being taken by the Employer, the employee may request that one Union representative be present and such request will be granted. Rescheduling to accommodate Union representation shall not result in any unreasonable delays and may result in scheduling at a time other than during the employee's normal work hours. The Union representatives who represent employees in such matters will do so on non-paid time unless approved by the Section Administrator or designee. The Union representative will be there as a witness and may advise the employee; however, the Union representative may not argue with the supervisor. Nothing in this article reduces or eliminates the obligations for a pre-determination hearing when applicable.

C. Employees and the Union shall be entitled only the rights and benefits specifically delineated in this agreement. There shall be no implied rights beyond those specifically delineated and the Union shall be the exclusive representative for those rights.

D. The Union shall provide in writing to the Employers' Human Resources Department a list (the list) of up to fourteen (14) names of Union representatives who will be providing employees representation in accordance with the provisions of this Agreement. Such notification shall occur in July of each year. The list may be updated as needed, by providing written notification to the Human Resources Department forty-eight (48) hours in advance of the changes. Only employees who are on the list of identified Union representatives shall be allowed to represent employees regarding the terms of this Agreement. An employee is only entitled to one Union representative and only entitled to Union representation in situations that are specifically mentioned in this Agreement.

ARTICLE 19. SAFETY

A. Employees and the City shall comply with all safety standards, measures and practices as prescribed by the Employer, State or Federal regulations.

B. When the City requires an employee to use or wear health, safety or personal protective equipment (PPE), such equipment will be provided by the City.

C. The City shall furnish and maintain in good working condition the necessary tools, facilities, vehicles, supplies, head gear, Self-Contained Breathing Apparatus (SCBA) and equipment for a safe, healthy and clean work site.

D. The type of SCBA, to include positive pressure masks, shall be determined by management.

E. Those employees required to wear safety boots/shoes will be provided $ 100.00 (one-hundred) per year in a single, separate check, paid in accordance with Internal Revenue Service regulations.

F. SAFETY EYEWEAR:

1. Employees who work in locations that place them at risk of eye injury shall wear eye protection with side shields when exposed to hazards.
2. All non-prescription safety eyewear will be immediately replaced if they are damaged or scratched. Employees without appropriate safety eyewear shall not be permitted to work.
3. Safety eyewear shall comply with OSHA Standard 1910.133 and ANSI Standard Z87.1-1989.
4. An employee's need for prescription safety eyewear will be determined by the section administrator in conjunction with the Human Resources Director, based on the hazards of the job.
5. All non-prescription safety eyewear will be acquired by the individual departments at the most economical cost to the City.
6. If an employee has a vision impairment that requires corrective lenses while engaged in activities requiring protective measures, they will wear eye protection that incorporates the prescription in its design, or eye protection that can be worn over prescription eyewear that will not impair the employee's vision, and will not disturb the proper position of the prescription lenses, or the protective lenses.
7. Employees may request individualized prescription safety eyewear when required for prolonged use, or when other methods are impractical or unsafe. Requesting employees shall provide the Human Resources Department with a prescription establishing the need. These employees shall be reimbursed for up to two hundred ($200) dollars for the purchase of this eyewear, based on:
   a) A submitted receipt, or;
   b) The direct purchase by management based on a submitted estimate, and;
   c) The discretion of management.
8. The City shall provide up to two hundred ($200) dollars for the replacement of damaged and unusable prescription safety eyewear, excluding negligent use or care.
9. Prescription safety eyewear purchased in accordance with seven (7) or eight (8) shall be used only during work hours.
10. The employee must inform their direct supervisor prior to the end of their regularly scheduled workday of any damage that may have occurred to their prescription safety eyewear in order to be eligible for replacement as described in eight (8).

11. Employees filling a claim for safety eyewear through the City's vison insurance plan shall not be eligible for any other reimbursement contained in this article.

G. The Union shall have one voting member on the City Safety Committee, but shall be able to bring up to five (5) Union representatives to the regular meetings. Attendance to Safety Committee Meetings shall require supervisor approval and shall not disrupt service delivery. Attendance to such meetings will be on paid time.

H. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City. When an employee believes an unsafe condition or practice exists, the employee shall immediately report it to the employee's immediate supervisor.

I. Employees may refuse to perform work they believe, in good faith, poses an imminent risk of death or bodily injury, and the employee has reason to believe that there is not sufficient time or opportunity to seek effective redress from the City. "Good Faith" means that even if an imminent danger is not found to exist, the worker had reasonable grounds to believe it did. Frequent unsubstantiated refusals shall be grounds for discipline.

J. Employees may request the inspection of a perceived unsafe or unhealthy worksite.

K. Employees shall be provided training in general safe work practices.

L. Employees shall be provided routine information and required training in safe practices and hazards unique to a job assignment, including communicable diseases.

ARTICLE 20. BIDDING ON VACANCIES IN THE BARGAINING UNIT

A. All vacancies beyond the entry level the City determines to fill within the bargaining unit will be posted for at least five (5) calendar days, not including weekends and Employer holidays. When filling vacancies for full-time and part-time bargaining unit positions first consideration will be given to current City of Las Cruces employees. If no employee is selected, other applicants will be considered. Time spent on temporary upgrades, on the job experience, work history and relevant training will be considered. Upon request by the Union to the Human Resources Department, job announcements will be provided to the Union.

B. Vacant job announcements shall state the position, title, qualifications, probable assignment and work location and the rate of pay. The inclusion of the probable assignment and work location on a job posting shall in no way limit the right of the Employer management to reassign an employee or change an employee's work location in order to meet the operational needs of the Employer as determined by the supervisor and/or the City Manager.

C. Job postings may be used to fill multiple vacancies in any department. The City may use the results of a posting for other assignments for up to six (6) months from the initial resulting placement. Should the City determine it efficient to utilize

the results of a posting beyond the six (6) month period, it will contact the Union president who will have five (5) working days to comment. The Union may request a copy of the candidate list at any time during the filling of a blue collar bargaining unit position.

D. Bargaining unit vacancies that are to be filled will be posted to allow bargaining unit employees the first opportunity to be considered for promotion and lateral transfers.

E. It is recognized that vacancies may be filled without the posting of job announcements in such cases as layoffs, demotions, settlements or reassignments. Although such cases will occur, they are not intended to be used to circumvent the normal promotional process.

ARTICLE 21. SHIFT PREFERENCE

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

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

An employee regularly scheduled to begin their shift at or past 2 p.m. shall receive an additional fifty (50) cents per hour for hours worked during these shifts. A shift is defined as eight (8) hours or more.

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

ARTICLE 22. WORK OUTSIDE CLASSIFICATIONS

A. Employees appointed to acting position lasting longer that ten (10) working days shall receive the minimum of the assigned pay grade, or a five (5) percent increase whichever is greater. Acting pay may be granted immediately if approved by management.

B. Acting pay shall be initiated through a personal action notice (PAN) and be effective at the beginning of the first full pay period after the execution of the PAN.

C. Any issue dealing with overtime shall be negotiated with the Union and the Human Resources Department.

D. Pay adjustment will be stated clearly on the Personnel Action Notice (PAN). Whenever possible an estimated end date will be documented on the PAN.

E. Acting assignments will not normally last more than six (6) months. Extensions may be granted by the City Manager in writing.

F. The Union encourages the use of multiple employees whenever possible for acting positions.

G. Prior to the City Manager extending the acting assignment the Union will be given the opportunity, upon request, to meet with the City Manager to discuss the extension.

ARTICLE 23. PERSONNEL FILE

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

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

B. An employee shall be permitted to review material contained in his/her official file. An employee wishing to access their official personnel file may be required to provide at least twenty-four (24) hour advance notice to the Human Resources Department. A designated representative of the Employer's Human Resources Department may be present during the file review. The file reviewer may be required to sign and date a form maintained in the personnel file.

C. The Employer will honor reasonable requests for a copy of an accessible document in the official file for the employee. The employee may be required to assume a reasonable cost for the copies.

D. An employee shall be entitled to provide a written response to any adverse material contained in their official file through the use of administrative proceedings.

E. The Section and each supervisor may maintain a separate working file for each employee.

ARTICLE 24. PAY INCREASE

A. Effective on the first full pay period after the adoption of this amendment by the City council and ratification by Union membership, all eligible bargaining unit employees shall receive an increase to base wages of one and one half (1.5%) percent.

B. There shall be no other increase during the term of this agreement.

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

A. LEAVE DEFINITIONS. An employee benefit made available by the City of Las Cruces for eligible employees. Each eligible employee must submit a written request in advance of the time he/she elects to be absent from regular duties. Exceptions may be made in cases of illness, accident, or emergency. Written requests for leave do not guarantee that the request will be approved. Supervision shall consider each request on a case-by-case basis. Approval shall

be considered in terms of workload, staffing levels, availability of personnel, timeliness, and other job-related factors.

B. ATTENDANCE/PUNCTUALITY. Whenever possible, time off should be scheduled in advance. Excessive unscheduled absenteeism or failing to be punctual can adversely affect the quality of services, the workload of co-workers, and the employee's work record. Repeated unscheduled absences, even for legitimate reasons, will be subject to review and progressive discipline may be initiated. Employees are personally responsible for properly notifying their immediate supervisor or designee in advance of the scheduled work shift whenever they will be absent, late, or need to leave early.

C. DEFINITIONS:

1. Scheduled Absences are Pre-planned periods of time off which an employee and their immediate supervisor mutually agree to before the absence is to occur.
2. Unscheduled Absences. Unplanned time off to which an employee and their immediate supervisor did not mutually agree in advance. An unscheduled absence may be paid if sufficient leave accruals are available and the supervisor or designee is properly notified before the shift begins. The supervisor retains the right to approve/disapprove use of sick leave accruals if proper notification of the absence is not received.
3. Absence – includes missing an entire scheduled shift of work or reporting to work more than two hours late or not staying through at least one-half of a scheduled shift.
4. Failure to Report on Time – arriving or "clocking in" after the official starting time, or leaving or "clocking out" before the official quitting time, without advance approval.
5. Failure to Notify Supervisor. Employees failing to properly notify their immediate supervisor or designee of an absence, will not be paid for such absence. Three consecutive unscheduled absences without calling may constitute a presumption of job abandonment and the employee may be deemed to have voluntarily resigned their position. In this situation, the employee will be ineligible for future re-hire.
6. Extenuating Circumstances. Occasionally, there may be situations which could be exempt from the disciplinary measures of this policy. Should such a case arise, the employee, along with a union representative shall review the events that occurred with the Department Director.

D. ANNUAL LEAVE. Annual Leave (also referred to as vacation) may be taken from time to time, normally in four-hour increments depending on unused accrual and prior approval by supervision. Eligibility depends on the following criteria:

1. Individual must be employed in a position eligible for annual leave accruals.
2. Annual Leave shall "accrue" to regular and probationary full-time employees and to regular and probationary part-time employees on a pro rata basis from date of regular appointment at the following rates, depending on years of service.

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

3. An employee who has been approved for annual leave shall not change that leave to sick leave without presenting the employer with a physician's statement that the employee became ill.

D. ANNUAL LEAVE MAXIMUM ACCRUAL ALLOWANCE.

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

E. PERSONAL LEAVE. Bargaining unit members shall accrue up to eight (8) hours of personal leave to conduct personal business as described below. The amount of Personal Leave authorized each calendar year is determined according to the employee's schedule.

1. Eight (8) hours per calendar year for employee's who are budgeted to work 35 or more hrs/week;
2. Part-time regular employees shall accrue personal leave on a pro rata basis.
3. Personal Leave must be approved in advance and requested using the Request for Leave Form.
4. Personal leave shall be awarded at the beginning of the first full pay period of the new calendar year
5. Unused personal leave shall be forfeited and not carried forward beyond the beginning of the first full pay period of a new calendar year.

F. SICK LEAVE.

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

partner and/or dependent. Employees using sick leave accruals shall submit a Leave Request Form prior to or immediately upon return to work.

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

G. SICK LEAVE MAXIMUM ACCUMULATION ALLOWANCE.

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

      EXAMPLE: An employee with accrued Sick Leave of 510 hours may sell 210 hours back to the City for 70 hours of Annual Leave or a payment to be computed as 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 300 to a limit of 240 hours shall be made to employees in accordance with Section G.2.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 or more years of service, who retire while on the active payroll, shall be paid for unused Sick Leave to a limit of 836 hours at a ratio of 2:1.
5. Death Provisions: The beneficiary of an employee who dies while on active duty with ten or more years of service shall be paid for the deceased employee's unused Sick Leave at the retirement rate.

H. BEREAVEMENT LEAVE. Employees may take up to three (3) days paid Bereavement Leave for a death in the immediate family. For the purpose of this Section, immediate family shall include: Parents, stepparents, spouse, children, stepchildren, siblings, stepsiblings, grandparents, grandchildren, legal guardian, domestic partner, or eligible dependent of domestic partner.

1. Payment for Bereavement Leave shall be computed at the bereaved employee's regular base rate.
2. Employees shall be granted one day paid Bereavement Leave for a death of their mother-in-law, father-in-law, aunt, uncle, grandparents-in-law, or mother/father of a qualifying domestic partner.
3. One additional Bereavement Leave day shall be allowed if the funeral is being held and attended at a location greater than 300 miles from the City of Las Cruces.
4. If requested by the supervisor, an employee must present reasonable proof of death, relationship, and/or attendance at the service.

ARTICLE 26. CITY OF LAS CRUCES POLICIES:

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

ARTICLE 27. GROUP INSURANCE

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

ARTICLE 28. VISITS BY UNION REPRESENTATIVES

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

A. The Union representative will contact the Employer Human Resources Director or designee and identify the location and time of the desired visit.

B. After consultation with the effected department, the Human Resources Director or designee will schedule a time to visit that least interferes with the productivity of the employees involved.

ARTICLE 29. MEMBERSHIP DUES DEDUCTIONS

A. In accordance with the provisions of this Section, the Employer agrees to deduct from the wages of employees in the bargaining unit, as a term and condition of employment, bi-weekly agency fee/fair share, or Union dues on the basis of a properly executed authorization to make such deductions, on a form provided by the Union.

B. The Union will certify in writing to the Employer an amount of the agency fee/fair share that is less than the amount of the full membership dues. The Union shall further certify in writing that the amount and the use of such funds are in compliance with all applicable state and federal legal requirements.

C. The dues authorization form must state the name of the employee requesting the deduction, the amount of the deduction, the Union for which the dues are to be paid, and the signature of the employee and be submitted to the Human Resources Director.

D. The Union will notify the Employer, in writing, of the representative authorized to collect or make changes to the dues deduction. In the event dues are changed, the City agrees to effect such changes in deductions within thirty (30) days following the receipt of a written notice from the representative of the Union by the Human Resources Director.

E. The Employer will stop individual Union membership deductions or opt for agency fee when:

   1. The employee gives notice to the Employer and a copy to the Union by signing a letter to the Human Resources Department requesting a change to the dues deduction.
   2. When the employee is permanently transferred out of the bargaining unit.

F. The Employer will make bi-weekly deductions on each regular pay period from the wages of employees in the bargaining unit. The dues or fair share deductions will be remitted to the representative of the Union within two (2) weeks following the last deduction of each month.

G. The Employer will provide a list containing the names, the amount of dues/fair share deduction, and the names of the employees with insufficient compensation to make the dues/fair share deduction.

H. The Employer will assume the cost associated with making such deductions. It is understood that the Employer assumes no further responsibility in connection with this authorized deduction except to act as a remitting agent in forwarding the amount due to the representative of the Union.

I. The Union will indemnify and hold the Employer harmless including payment of all attorney fees and costs for counsel chosen by the Employer for any claim or challenge to this Article or imposition of an agency fee/fair share.

ARTICLE 30. NEGOTIATING PROCEDURES

A. Negotiations for a successor agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred and twenty (120) and no later than sixty (60) days prior to the Agreement expiration date. Within a reasonable time period after receiving notice, the party receiving the request for bargaining shall respond in writing and suggest a date at which time the parties shall meet and determine a mutually agreed upon time and place to begin negotiations.

B. Negotiations shall be conducted in closed session.

C. Negotiations ground rules may be negotiated by the parties.

D. During negotiations, the parties shall meet at mutually acceptable times and locations.

E. All agreements reached by the parties shall be initialed as tentative agreements. Such tentative agreements are conditional and may be withdrawn should later discussions change either team's understanding of the language as it relates to another part of the agreement. Unless otherwise agreed to by the parties, tentative agreements shall not become effective until the entire negotiations package is ratified by the parties.

F. If the parties have not reached agreement on a successor agreement before this Agreement expires, the provisions herein shall not be in effect or binding unless otherwise agreed to by the parties.

ARTICLE 31. COMPLETE AGREEMENT

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities, therefore, the

Employer and the Union, for the life of this Agreement, each voluntarily and unqualified waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. However, the parties are encouraged to participate in discussions to address issues of concern to either party during the life of this Agreement.

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

ARTICLE 32. SEVERABILITY

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

ARTICLE 33. LABOR MANAGEMENT COMMITTEE

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

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

A. The outcome of the meetings shall not be considered as constituting a binding agreement of the parties unless specifically so stated in writing.

B. The committee is not empowered to negotiate or change the Collective Bargaining Agreement.

ARTICLE 34. LABOR-MANAGEMENT PARTNERSHIP

A. The City of Las Cruces and the United Steelworkers of America Local Union 9424 agree to establish a Labor-Management Partnership initiative in order to assist the parties improve communications, share information and resolve differences. The Labor-Management Partnership envisions an environment where diversity of opinions is valued and all stakeholders share in decisions that affect them and their work.

B. Our partnership will be based on mutual respect and understanding.

C. Two-way cooperation is essential to the development of an effective partnership.

D. Partnership decisions will be based on full and open discussions.

E. We will share information and conduct discussions in good faith striving to achieve consensus on decisions that best serve the City, our customers, and our employees.

F. Our process will stress fairness, equity, and high personal accountability.

The initial focus of the Labor-Management Partnership shall be for labor and management to work together in developing, for approval, standard operating procedures at the Section level.

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

ARTICLE 35 TERM OF AGREEMENT

This agreement shall be in effect from the date approved by both parties through October 6th, 2016.

ARTICLE 36. INOCULATION/PHYSICAL EXAMINATON

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

B. Time spent for required physical examination will be counted as time worked for payroll purposes.

ARTICLE 37. LOST, DAMAGED OR STOLEN PROPERTY

A. Bargaining Unit Members, who have lost, damaged or had Employer property stolen in the line of duty, regardless of cost, will not be required to reimburse the Employer for the cost of such items. This article does not cover the loss of, or damage to equipment as a result of employee negligence or criminal act.

B. The Employer will replace health aids prescribed by a licensed medical/health professional, uniform apparel and required equipment damaged in the line of duty as a result of direct delivery of service in accordance with established policy so long as such damage has been officially documented. This article is not to be used to replace old worn out health aids, uniform equipment or required equipment. Replacement requires the approval of the Section Administrator.

C. All instances of lost, damaged, or stolen property will be reported to the Employee's supervisor on duty in accordance with the established policy in writing at the time of the occurrence, or before the end of the shift. Failure to make a proper report will negate any claim for replacement.

ARTICLE 38. BULLETIN BOARDS

A. The Employer will provide a bulletin board conveniently located for the use of union employees and for the Local Union to post notices of meetings and other matter pertinent to union business. The size of the board or the space provided shall not be less than 23" X 35". This shall be the only location for the posting of Union notices on City property.

B. Management shall not post materials on the Union bulletin board.

C. Only Union Members shall be permitted to post material on the Union bulletin board with prior permission from the shop steward or a Union officer.

D. No derogatory material will be posted on the Union board space, and material that has been posted on the Union bulletin board will not be used to discredit the Employer. No information shall be posted on the Union bulletin board that violates state or federal law. Said board will be professionally maintained at all times. If Management determines that material posted violates state of federal law, or violates the requirements of this Section, management will remove the material. Management will advise the Union of its actions by no later than the close of the following business day.

ARTICLE 39. FLEET MECHANIC'S TOOL ALLOWANCE

All bargaining unit employees regularly classified to the position of Fleet Mechanic shall receive a forty-five dollar ($45.00) tool allowance per pay period.

ARTICLE 40. UNIFORMS

A. GENERAL POLICY. Employees designated by their Department Director, shall wear an appropriate City uniform while on duty. Department Directors shall determine whether to issue uniforms or utilize a contractual laundry service. Employees are responsible for maintaining the uniform items. All uniform items shall be maintained in a presentable condition. Faded, worn or damaged clothing are not acceptable including faded lettering and markings. Any alteration of uniform, such as cutting off sleeves is unacceptable. Employees will not wear

any article of the uniform that contains City patches or identification while off duty unless traveling to or returning from duty. The City of Las Cruces will provide at no cost to the employee all uniform items. The employee is subject to applicable taxation on certain uniform components, in accordance with IRS regulation. It is required that uniforms shall be worn as set forth in the City Manager policy. Alcoholic beverages must not be consumed in a public place at any time when in a City uniform containing City of Las Cruces identification patches.

B. UNIFORM ISSUANCE. The City of Las Cruces shall provide to applicable employees the following during the month of July.

1. SHIRTS: Six (6) annually. Specify options: short/long sleeve, polo, T-shirts, button down (60-40), 100% cotton, denim.
2. PANTS: Six (6) annually
3. JACKETS or VESTS: One every 3 years, unless replacement is warranted under this Article. Employees may choose a hooded jacket.
4. CAPS: Three (3) with the option of City logo, or both City/USWA logos. Cap color shall match shirts and may be either high crown or low crown style. Employees who choose to receive caps shall receive all three (3) in the month of July. Other headwear may include cowboy style, or other styles that provides additional protection from the elements. Employees may use an appropriate bandanna under their headwear.. No other caps with logos other than mentioned above shall be permitted.
5. SHORTS: Three (3) pairs. Shorts may only be worn at the discretion of the Department Director and will be limited to those employees where this type of attire is appropriate.
6. COVERALLS: Will be equally issued at the discretion of the supervisor and be based on job classification and duties.
7. RAINGEAR: Will be equally issued at the discretion of the supervisor.

C. UNIFORM EXCHANGE: Replacement of damaged or worn out items of uniforms will be made upon written request through the employee's supervisor. Employees wishing to replace items that are faded, damaged, torn or worn out shall present the item for exchange. Uniform replacement can be done anytime during the fiscal year.

Procedure for the exchange of uniform items:

1. Inspection of the uniform item to be exchanged will be made by the supervisor.
2. The employee will fill out a request form for the item(s) to be exchanged (excluding caps). The request will not be processed absent a request form.
3. The supervisor will review all uniform requests. After the uniforms and request forms have been reviewed and approved, the employee can proceed with the exchange.
4. The supervisor will generate the appropriate requisition for uniforms and patches that have been approved for replacement.

5. The supervisor will receive and issue replacement items in compliance with the City Manager's policy.

ARTICLE 41. LONGEVITY PAY.

Longevity pay is to recognize career employees for length of continuous Regular Full-time municipal service. A one-step, in-grade increase may be awarded on an employee's 3rd, 6th, 10th, 15th, and 20th anniversary dates.

1. Longevity pay shall consist of a salary increase equal to one step (4.75%) effective on the first payroll following completing of the required years of service.

2. All time during which an employee is on the inactive payroll will be deducted from total length of service.

3. Any employee, who has accrued years of service, leaves City employment and later is re-hired, forfeits all previous service credits.

4. Beginning in December 2016, employees with twenty-five (25) years of continuous Regular Full-time municipal service shall be awarded a longevity increase.

ARTICLE 42. EMPLOYEE TRAINING AND DEVELOPMENT

A. The City and the Union agree that one of the primary functions of training is to assure the optimum use of human resources, in attaining organizational needs and when feasible, to provide career development opportunities to employees. The parties further recognize that development of employee's knowledge, skills and abilities through effective training and education is an important factor in maintaining efficient operations.

B. This program is intended to enable the City to potentially fill future employment needs from within its own ranks and provides for the professional growth of employees.

C. TRAINING AND EMPLOYEE DEVELOPMENT OBJECTIVES. The objectives shall be designed and established to achieve the following:

   1. Improve the quality of services provided by the City through its staff.
   2. Improve the quality of performance for each individual employee and the various departments and units of the City.
   3. Prepare employees for career advancement.
   4. Create a work force with the occupational skills necessary to meet current and future employment needs.
   5. Keep employees current on changing technologies in the workplace.

D. Employees are encouraged to take advantage of training and educational opportunities that will enhance skills and qualifications needed to increase efficiency in the performance of their duties and responsibilities, and for possible advancement within the City. Training related to an employee's current job duty will be given priority over development and training. Employees are responsible for initiating discussion to indentify and assess their own specific training needs included but not limited to:

1. Working in partnership with supervisors to meet the section and their own training and developmental needs.
2. Employees may identify, where possible, certain needs related to their individual work experience which are required to meet all of the performance and advancement criteria which may be defined and established by City Management.
3. Employees may apply for program participation and their participation shall be of the highest quality possible.
4. Employees may petition through established channels for specialized and subsidized programs.
5. The optimal time to discuss training and development opportunities is during the yearly evaluation period.

E. PROGRAM DESIGN: Development programs shall be designed in a manner that will maximize the potential benefit of employee participation in the program. Further, the program shall ensure that the contents do not exclude any employee from participation. Employee development programs shall include, but not be limited to the following:

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

F. EMPLOYEE REQUESTS FOR FLEXIBLE WORK SCHEDULES FOR CLASSES

All requests to deviate from the work schedule in order to attend classes should be made in writing to the department head. Each request will be evaluated in terms of negative impact to the department and other potential scheduling problems.

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

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

APPENDIX A
BLUE COLLAR CLASSIFICATION LIST

Classification or Successor Title
Airport Equipment Operator
Ballfield Crew Leader
Ballfield Maintenance Worker
Blue Stakes Locator
Building Attendant
Building Maintenance Apprentice
Building Maintenance Worker
Bus Operator
Communications Tech II
Concrete Crew Leader
Concrete Crewman
Concrete Finisher
Cook
Corrosion Crew Leader
Corrosion Crewman
Corrosion Technician
Custodian
Delivery Driver
Diesel Mechanic (Transit)
Dispatch Operator
Electrician
Electrician Apprentice I
Electro-Electrical Technician
Equipment Maintenance Crewman
Field Collector
Field Serviceman
Fleet Mechanic
Gas Crewman
Gas Crew Leaders
Gas Leak Survey Technician
Gas Serviceman
Gas System Welder
General Foreman, Parks Operations
Heavy Equipment Operator
Home Care Aide
HVAC Mechanic
Inventory Control
Journeyman Meter Mechanic
Journeyman Meter Mechanic Senior
Journeyman Plumber
Kitchen Aide

Landfill Assistant
Equipment Maintenance Worker
Library Maintenance Leader
Light Equipment Operator
Maintenance Controller
Maintenance Mechanic
Meter Mechanic
Meter Mechanic Apprentice
Paratransit Operator
Parks Crew Leader
Parks Crewman
Parks Equipment Operator
Parks Irrigation Leader
Parks Irrigation Worker
Parks Maintenance Worker I
Parks Maintenance Worker II
Pesticide Applicator
Pressure Technician
Recycling Assistant
Recycling Processor I
Recycling Processor II
Serviceman Meter Reader I
Serviceman Meter Reader II
Sign Technician I
Signal Technician II
Signal Technician Apprentice
Small Equipment Repairer
Street Crew Leader
Street Crewman
Street Sweeper Operator
Supply Clerk
Telemetry Operator
Warehouse Worker I
Wastewater Collections Crewman
Wastewater Crew Foreman
Wastewater Crewman
Wastewater Maintenance Assistant
Wastewater maintenance Mechanic
Wastewater Plant Operator
Water Crew Leader
Water Crewman
Water Laborer
Water Production Operator
Water Serviceman
Welder

FOR THE UNION:

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

Leo Gerard
International President

Thomas M. Conway
International Vice President, Administration

Fred Redmond
International Vice President, Human Affairs

Stanley Johnson
International Secretary/Treasurer

Robert LaVenture
Director District 12

Manny Armenta
Sub-District 2 Director

Fernando Terrazas, Jr.
Staff Representative

David L. Carrillo
President, Local 9424

Richard Madrid
Vice President, Local 9424

Pete Collaso
Bargaining Committee

Signatures Continued on Page 41

FOR THE EMPLOYER:

CITY OF LAS CRUCES
LAS CRUCES, NEW MEXICO

Robert Garza
City Manager

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

Pete Connelly
City Attorney

Raymond Fernandez
Local 9424 Grievance Committee Chairman

David Huyge
Bargaining Committee

- **EACH PERSON SIGNING THIS CONTRACT WARRANTS THAT SAID PERSON HAS THE AUTHORITY TO BIND THE ENTITY FOR WHICH THEY ARE SIGNING**

Management Union ATTACHMENT "A"

8-7-15
Date

ARTICLE 19. SAFETY

A. Employees and the City shall comply with all safety standards, measures and practices as prescribed by the Employer, State or Federal regulations.

B. When the City requires an employee to use or wear health, safety or personal protective equipment (PPE), such equipment will be provided by the City.

C. The City shall furnish and maintain in good working condition the necessary tools, facilities, vehicles, supplies, head gear, Self-Contained Breathing Apparatus (SCBA) and equipment for a safe, healthy and clean work site.

D. The type of SCBA, to include positive pressure masks, shall be determined by management.

E. Those employees required to wear safety boots/shoes will be provided $ 100.00 (one-hundred) per year in a single, separate check, paid in accordance with Internal Revenue Service regulations.

F. SAFETY EYEWEAR:

1. Employees who work in locations that place them at risk of eye injury shall wear eye protection with side shields when exposed to hazards.

2. All non-prescription safety eyewear will be immediately replaced if they are damaged or scratched. Employees without appropriate safety eyewear shall not be permitted to work.

3. Safety eyewear shall comply with OSHA Standard 1910.133 and ANSI Standard Z87.1-1989.

4. An employee's need for prescription safety eyewear will be determined by the ~~City's Risk Manager~~ section administrator in conjunction with the Human Resources Director, based on the hazards of the job.

5. All non-prescription safety eyewear will be acquired by the individual departments at the most economical cost to the City.

6. If an employee has a vision impairment that requires corrective lenses while engaged in activities requiring protective measures, they will wear eye protection that incorporates the prescription in its design, or eye protection that can be worn over prescription eyewear that ~~is comfortable,~~ will not impair the employee's vision, and will not disturb the proper position of the prescription lenses, or the protective lenses.

7. Employees may request individualized prescription safety eyewear when required for prolonged use, or when other methods are impractical or unsafe. Requesting employees shall provide ~~their supervisor~~ the Human Resources Department with a prescription establishing the need. These employees shall be ~~provided~~ reimbursed for up to two hundred ($200) dollars for the purchase of this eyewear, based on:

a) Aa submitted receipt, or;

ARTICLE 24. PAY INCREASE

A. Effective on the first full pay period after the adoption of this amendment by the City council and ratification by Union membership, all eligible bargaining unit employees shall receive an increase to base wages of one and one half (1.5%) percent.

B. There shall be no other increase during the term of this agreement.

~~A. Effective on the first full pay period after adoption of this contract by the City council and ratification by Union membership, all eligible bargaining unit employees shall receive an increase to base wages of one and one half (1.5%) percent , plus a sum of two hundred and seventy ($270) dollars. The two hundred and seventy ($270) will be factored into the employee's hourly rate.~~

~~B. Effective at the beginning of the first full pay period after the first (1st) anniversary of the adoption of contract amendments by the City council and ratification by Union membership, all eligible bargaining unit employees shall receive an increase to base wages of one and one half (1.5%) percent.~~

~~C. No earlier than one hundred and twenty (120) days prior and no later than sixty (60) days to the second (2nd)anniversary date of adoption, either party may notify the other in writing of its desire to re-open this Agreement, provided such re-opener shall be limited to Article 24 Pay Increase and one (1) other article. Upon such notice given, the duly authorized representatives of the parties shall meet for the purpose of negotiating with respect to said matters.~~

~~D. There shall be no other increase during the term of this agreement.~~

Management

Union

ATTACHMENT "B"

8-7-15
Date

b) The direct purchase by management based on a submitted estimate, and;

~~7.~~ c) The discretion of management.~~-~~

8. The City shall provide up to two hundred ($200) dollars for the replacement of damaged and unusable prescription safety eyewear, excluding negligent use or care.

9. Prescription safety eyewear purchased in accordance with seven (7) or eight (8) shall be used only during work hours.

10. The employee must inform their direct supervisor prior to the end of their regularly scheduled workday of any damage that may have occurred to their prescription safety eyewear in order to be eligible for replacement as described in eight (8).

~~10.~~ 11. Employees filling a claim for safety eye wear through the City's vison insurance plan shall not be eligible for any other reimbursement contained in this article.

G. The Union shall have one voting member on the City Safety Committee, but shall be able to bring up to five (5) Union representatives to the regular meetings. Attendance to Safety Committee Meetings shall require supervisor approval and shall not disrupt service delivery. Attendance to such meetings will be on paid time.

H. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City. When an employee believes an unsafe condition or practice exists, the employee shall immediately report it to the employee's immediate supervisor.

I. Employees may refuse to perform work they believe, in good faith, poses an imminent risk of death or bodily injury, and the employee has reason to believe that there is not sufficient time or opportunity to seek effective redress from the City. "Good Faith" means that even if an imminent danger is not found to exist, the worker had reasonable grounds to believe it did. Frequent unsubstantiated refusals shall be grounds for discipline.

J. Employees may request the inspection of a perceived unsafe or unhealthy worksite.

K. Employees shall be provided training in general safe work practices.

L. Employees shall be provided routine information and required training in safe practices and hazards unique to a job assignment, including communicable diseases.

~~L.~~ MGT Counter 8/5/2015 1:05

City of Las Cruces®
PEOPLE HELPING PEOPLE

COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of _____ (Ordinance First Reading Date)

For Meeting of September 8, 2015 (Adoption Date)

TITLE: A RESOLUTION APPROVING AMENDMENTS TO THE AGREEMENT BETWEEN THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL & SERVICE WORKERS INTERNATIONAL UNION (USW) AND THE CITY OF LAS CRUCES.

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes ☐ No ☒

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact		3401	8-28-15
Department Director		3401	8-28-15
Other			
Management & Budget Manager		2078 2106	8/31/15 8-28-15
Assistant City Manager Cov	fo/ D. Avila	X-3060	9/3/2015
City Attorney		EXT 2128	3 Sept 2015
City Clerk - Interim		x2115	9-3-15

Rev. 3/2011