



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Madam Mayor Tonita Gurulé-Girón

**CITY OF LAS VEGAS
SPECIAL CITY COUNCIL AGENDA
December 12, 2018–Wednesday– 5:00 p.m.
City Council Chambers
1700 N. Grand Ave**

(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **BUSINESS ITEMS**
 1. Approval/Disapproval of the American Federation of State, County and Municipal Employees (AFSCME) Local 2851 Agreement.

AFSCME Management Team/Union The City entered into contract negotiations with AFSCME for purposes of negotiating a new contract. The American Federation of State, County and Municipal Employees Local 2851 has ratified and approved collective bargaining agreement.
 2. Approval/Disapproval of a salary increase of seventy-five cents (\$.75) to all non-union bargaining unit employees who have successfully completed a 6 month probationary period to include part-time employees with at least one year of continuous employment with the City of Las Vegas.

Ann Marie Gallegos, Interim City Manager The proposed increase is commensurate with increases to AFSCME and IAFF employees.

VIII. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

IX. ADJOURN

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 87701.

**Regular or Special
CITY COUNCIL MEETING AGENDA REQUEST**

DATE: 12/4/18

DEPT: Human Resource

MEETING DATE: 12/12/18

ITEM/TOPIC: AFSCME Local 2851 Agreement

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of The American Federation of State, County and Municipal Employees (AFSCME) Local 2851 Agreement.

BACKGROUND/RATIONALE: The City entered into contract negotiations with AFSCME for purposes of negotiating a new contract. At the November 20, 2018 council meeting, Mayor and Council requested that the proposed/ratified contract be amended in certain areas. The American Federation of State, County and Municipal Employees Local 2851 has ratified and approved amendments to the collective bargaining agreement.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION: *Management Team recommends approval of contract.*

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULÉ-GIRÓN
MAYOR

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY (ALL
CONTRACTS, ORDINANCES AND
RESOLUTIONS MUST BE
REVIEWED)



Date: December 7, 2018

To: Casandra Fresquez, CMC
City Clerk/HR Director
Darlene Arguello
Human Resource Department

From: Sam Chavez,
AFSCME Council 18, Union Representative
Re: Contract Ratification

As per the agreement between City of Las Vegas and AFSCME Local 2851, Article 41. Term of the agreement, a ratification was conducted on December 6, 2018 and voted pass by the members of Local 2851.

Thanks for all the work that the city's bargaining team did for the city of Las Vegas employees.

Respectfully,

A handwritten signature in black ink, appearing to read "Sam Chavez", is written over a white background.

Sam Chavez
AFSCME Council 18
Cell 505-604-6446



Requested Changes to AFSCME Articles (Green font reflects new language)

Article 5. Union Rights

- F. The City Manager shall budget ~~120~~ **90-100** hours of Labor Management Relation Administrative Leave and the employer shall allow the Union President or Vice President and the Chief steward who are employees (hereinafter referred to as "Employee Officials") to attend meetings on paid status. Meetings agreed to by both parties.

Note: Union has not been utilizing many hours to conduct their business on city time, therefore management agrees that 100 hours will be sufficient.

Article 9. Disciplinary Action

- A. Counseling sessions conducted by supervisors are primarily for the purpose of correcting performance or behavior that is below acceptable standards. Counseling discussions are not part of the disciplinary process as defined in C. below and such counseling will not be documented in the employee's official Human Resources file unless it becomes part of an official disciplinary action taken by management. The supervisor **may shall** ~~will~~ retain a dated record of such meeting. ~~outlining a summary in a working file and provide HR a copy to keep in a separate file.~~

Note: Counseling discussions must be kept so that when a supervisor is moving forward with progressive discipline, he/she may refer back to specific dates and behavior the employee was counselled on. Without such documentation, the employee can claim they were never counselled.

- D. Types of discipline:
a. Written Warning, ~~Removal from the personnel file One (1) year after an employee has received the Written Warning.~~

Note: The Records Retention Act does not allow for removal of any documents in the personnel file, that is why the language in letter a. was removed from the contract.

- f. Progressive Discipline may be used when management believes such method is appropriate. Written Warning will not be used for progressive discipline after one (1) year. Letter of Reprimand will not be used for progressive discipline after two (2) years. This shall in no way prevent the employee from taking severe disciplinary action including dismissal/discharge on the first offense.

Note: The union requested that after the periods of time listed above, management would consider not using the written warning and letter of reprimand after the specified periods of time since the employee would have shown a change in their behavior. Management agreed that after that much time, employee has shown improvement and should not be punished for their behavior 2 years back.

ARTICLE 9-I Compliance with Laws

Written personnel policies and procedures shall be ~~fairly and equitable reasonably~~ applied to all employees. Accommodations made to persons determined by the Employer to be qualified individuals with a disability shall not serve as precedent for other employees. With the exception of personnel policies and procedures dealing with compliance with the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Age Discrimination and Employment Act (ADEA), the Family and Medical Leave Act (FMLA), the Equal Pay Act (EPA), and all other applicable federal and state equal employment opportunity laws and regulations, alleged violations of this article may be grieved in accordance with the Grievance Procedure.

Note: Reasonably is subjective. Initially management requested fairly and equitable be removed. Union requested, reasonably be placed in its place. Management agreed that there is no need for either, the sentence is clear stating policies and procedures shall be applied to all employees.

Article 10. Grievance, Appeal, and Arbitration Procedure

- C. An individual employee may present a grievance/appeal under the provisions of this Article without the intervention of the Union and have the grievance/appeal adjusted as long as (1) the adjustment is consistent with the terms of this Agreement, and (2) the employee is responsible for all expenses incurred at any hearing or meeting on a grievance/appeal brought by the individual employee. If the employee elects to bring a representative other than the Union to the grievance/appeal, then the City will require a written waiver of representation from the Union in the action. The Union shall be afforded the opportunity to be present and make its views known. In a situation where the employee has elected not to use the Union's services, and is requesting arbitration the employer and the employee shall deposit ~~\$3000.00~~ ~~\$6000.00~~ \$3,000.00 each in an escrow account for the payment of arbitration.

Note: Management agreed to leave the current amount of \$3,000.00. In most cases the Union represents the employee.

Article 13. Rest Period

- B. If an employee is required to work sixteen (16) consecutive hours, he/she is guaranteed an eight (8) hour unpaid rest period ~~immediately following the sixteen (16) consecutive hours. Vacation leave may be substituted for the unpaid time. or an employee may request vacation leave.~~

Note: As per FLSA, the City can only pay an employee for time worked, therefore management cleaned up the language which gives the employee an option to request vacation leave. The employee's time off will not affect his overtime for the week.

Article 17. Personnel Records

- B. Employees may obtain ~~copies~~ a copy of material in their personnel file on an annual basis. A fee of ~~\$0.10~~ \$1.00 per copy up to ~~twenty (20)~~ ten (10) pages will be charged. Copies beyond ~~twenty (20)~~ ten (10) pages will be provided at ~~\$0.25~~ \$0.50 per page.

Note: Management agreed an employee should be able to receive a copy of his/her personnel file with no charge on an annual basis.

- C. Employees may submit a rebuttal to any material that is placed in the employee's personnel file. Such rebuttal must be submitted within ~~thirty (30)~~ seven (7) ~~seven (7)~~ fifteen (15) calendar days of the effective date of the material in question.

Note: Management agreed fifteen (15) days is sufficient time.

AFSCME

American Federation of State, County and
Municipal Employees



“Working together to make it better!”

**AFSCME LOCAL 2851
and
The City of Las Vegas**

**~~September 9, 2015~~ December __, 2018 through
~~June 30, 2017~~ June 30, 2021**

ARTICLE 1. PREAMBLE	2
ARTICLE 2. RECOGNITION	2
ARTICLE 3. PRIVATIZATION AND CONTRACTING OUT	2
ARTICLE 4. UNION DUES AND FAIRSHARE DEDUCTIONS.....	3
ARTICLE 5. UNION RIGHTS	4
ARTICLE 6. MANAGEMENT RIGHTS	5
ARTICLE 7. NON-DISCRIMINATION AND SEXUAL HARASSMENT	5
ARTICLE 8. SENIORITY	5
ARTICLE 9. DISCIPLINARY ACTION	6
ARTICLE 9-I.COMPLIANCE WITH LAWS	7
ARTICLE 10. GRIEVANCE, APPEAL, AND ARBITRATION PROCEDURE.....	7
ARTICLE 11. CALL-IN COMPENSATION	9
ARTICLE 12. ON-CALL ASSIGNMENTS	9
ARTICLE 13. REST PERIOD.....	10
ARTICLE 14. LABOR MANAGEMENT MEETINGS	10
ARTICLE 15. SAFETY	10
ARTICLE 16. SAFETY AIDS	11
ARTICLE 17. PERSONNEL RECORDS	11
ARTICLE 18. VACANCIES.....	11
ARTICLE 19. LEAVES	12
ARTICLE 20. HOLIDAYS	13
ARTICLE 21. LEAVE WITHOUT PAY.....	13
ARTICLE 22. FURLOUGH, LAYOFF, AND RECALL.....	13
ARTICLE 23. SCHEDULING WORK AND LUNCH BREAKS	14
ARTICLE 24. OVERTIME/COMPENSATORY TIME	14
ARTICLE 25. TRAINING AND EDUCATION	15
ARTICLE 26. CITYWIDE SAFETY REVIEW COMMITTEE	15
ARTICLE 27. EMPLOYEE PARKING.....	15
ARTICLE 28. MILEAGE AND PER DIEM.....	16
ARTICLE 29. .DWI/DUI - DRUG AND ALCOHOL ISSUES	16
ARTICLE 30.CLASSIFICATION.....	17
ARTICLE 31. STATE CERTIFICATION.....	17
ARTICLE 32. RESIGNATION.....	17
ARTICLE 33. NEGOTIATING PROCEDURE	17
ARTICLE 34. NEW EMPLOYEE ORIENTATION.....	18
ARTICLE 35. BENEFITS	18
ARTICLE 36. INCREMENT PAY/LONGEVITY	18
ARTICLE 37. COMPENSATION	18
ARTICLE 38. CLOTHING ALLOWANCE.....	18
ARTICLE 39.WHOLE AGREEMENT	19
ARTICLE 40. GENERAL SAVINGS CLAUSE.....	19
ARTICLE 41. TERM OF THE AGREEMENT.....	19
ARTICLE 42. AUTHORIZED SIGNATURES AND ATTEST.....	20

****Page Numbers are subject to change after Final Contract is complete****

ARTICLE 1. PREAMBLE

- A. The general purpose of this agreement is to provide for orderly and constructive employee relations in the public interest, in the interest of all employees herein covered, and in the interest of the City; to maintain harmony, cooperation and understanding between the Employer and the employees in the Bargaining Unit; to afford protection of the rights and privileges of Bargaining Unit employees and the Employer; and to ensure the continued delivery of services to the citizens of Las Vegas.
- B. The City, the Union, and its members agree that a sincere effort will be made to administer and abide by this agreement in accordance with the negotiated intent terms and provisions for the purpose of maintaining sound labor management relations and consistency with the union's status as exclusive bargaining representative of all employees in the bargaining unit.

ARTICLE 2. RECOGNITION

- A. This Agreement (hereinafter referred to as the "Agreement") has been made and entered into by and between the City of Las Vegas, a municipal corporation (hereinafter referred to as the "Employer" or the "City") and Local 2851 of the American Federation of State, County and Municipal Employees, Council 18. AFL-CIO, representative of the City of Las Vegas' Blue and White Collar employees, (hereinafter referred to as the "Union").
- B. Chapter 48. Labor Management Relation of the city of Las Vegas' Code was enacted "to guarantee employees the right to organize and bargain collectively with their employer, to protect the rights of the employer and to promote harmonious and cooperative relationships between the employer and the employees; and to acknowledge the rights of citizens to the orderly and uninterrupted delivery of services."
- C. This Union is recognized as the exclusive representative of for all regular full time city employees regarding all matters pertaining to wages, hours, working conditions, and conditions of employment in the classifications identified in Appendix A and Appendix B of this Agreement.
- D. The appropriate bargaining unit shall not include probationary, supervisory, managerial, or confidential employees.

ARTICLE 3. PRIVATIZATION AND CONTRACTING OUT

- A. The City agrees that prior to privatizing or contracting out bargaining unit positions, the Union will be allowed to submit input in writing no later than ten (10) working days after the notice from the City. Such written notice shall be presented to the City Manager with a copy delivered to the Human Resources Department. A written response shall be given to the Union no later than ten (10) working days after the receipt.

~~B. — The City agrees that it will formally inform the Union of any applications which will result in the loss of full time equivalents or bargaining unit positions upon receiving concrete information of such application(s).~~

The City agrees that it will notify the Union of any staffing changes that will result in the loss of full time equivalent bargaining unit positions prior to removing those positions from the table of organization.

ARTICLE 4. UNION DUES ~~AND FAIRSHARE~~ DEDUCTIONS

Section 1. ~~Fair Share~~

- ~~A. — While the parties acknowledge that it is the right of each bargaining unit employee to either participate and voluntarily pay membership dues to the exclusive representative or opt out of any and all Union activities, it is also acknowledged that any advance to a bargaining unit employee's wages, benefits and working conditions obtained through the negotiation of this contract has been obtained through the collective bargaining process permitted by law. It is also acknowledged that both parties expend their own funds to implement this collective bargaining process.~~
- ~~B. — After this Agreement has been ratified by vote of the union members and the Governing Body, the employer agrees to deduct an amount equal to 75% of the membership dues rate, pursuant to Section 2, below, for a fair share payment from non-dues-paying bargaining unit employees.~~

Section 2.1 Payroll Deduction

- A. The Employer shall make employee payroll deductions each pay period for:
1. Union membership dues; ~~and~~
 2. ~~Fair share payments~~
- B. All money deducted from wages under this Article shall be remitted to the Union via the Secretary-Treasurer promptly after the pay day covering the pay period deduction.
- C. Payroll deduction authorizations for Union membership dues in the possession of the Employer on the effective date of this Agreement will be honored. The Employer will honor individual payroll deduction authorization forms received after the effective date of the Agreement. ~~Fair share payments require no authorization forms, but rather notification by the Union to the non-dues paying bargaining unit employees of the amount and reason for such payment.~~ The Employer will begin the deduction promptly but in no event, later than one pay period after receipt of the payroll deduction authorization form from the employee or Union.
- D. The duty of the Employer to honor payroll deduction authorizations shall continue until the expiration of this Agreement or until otherwise approved by the Union and notification in writing has been given to the employer by a duly authorized officer.

Section 3.2 Dues Termination and Reimbursement

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

Section 4.3 Dues/~~Fair Share~~ Amounts

- A. In accordance with the AFSCME Constitution, per capita tax payments increase every year; therefore dues and fair share deductions are increased accordingly. Beginning the last pay period in December of each calendar year for the duration of this Agreement, the dues/fair share deductions shall increase by an amount to be set forth in writing by the Union to the Employer from a duly authorized officer.
- B. The increase(s) shall take effect the last pay period in December for the following year.
- C. If an employee has insufficient earnings for the pay period, no payroll deductions will be made for that employee for that pay period.
- D. The Union shall indemnify and hold the Employer harmless for any employee claims involving deductions under this article.
- ~~E. Should the City request a copy of the audit in order to meet its obligation in affirming that the fair share deduction is appropriate, the Union, if required by law, shall provide a copy of the audit to the City Manager.~~

ARTICLE 5. UNION RIGHTS

- A. The Union has the right to elect and/or appoint its Union staff, officials, and stewards.
 - 1. The Union President must provide the City Management Team a list by July 1st of each year and within five (5) days of any changes along with their contact information and scope of authority and only the people on the list will be recognized as union officers, stewards and trustees.
- B. The Union officials and stewards may engage in activities and conduct business regarding the negotiations and administration of this Agreement. Such activities will not interfere with the employee's work and shall not be performed during employee's work time except in such circumstances to permit the employee to contact a Union steward or official, time not to exceed five (5) minutes. Union

- officers/stewards shall be allowed reasonable access and time at the worksites to update bargaining unit employees on Union issues.
- C. The employer will provide the space, and the Union will provide the bulletin board to be used for Union official business and notices. The bulletin board shall not be used to criticize the Union, its officers, members, elected city officials, management, or other city employees.
 - D. City facilities commonly used by other civic organizations will also be available for Union activities subject to the same conditions as the civic organizations.
 - E. City bargaining unit employees may be granted vacation or leave without pay for union business, with five (5) days prior notice, subject to staffing requirements.
 - F. The City Manager shall budget ~~120~~ ~~90~~ 100 hours of Labor Management Relation Administrative Leave and the employer shall allow the Union President or Vice President and the Chief steward who are employees (hereinafter referred to as “Employee Officials”) to attend meetings on paid status. Meetings agreed to by both parties.
 - G. The Union President or the Vice President may request approval for the use of Labor-Management Relations Administrative Leave to attempt to resolve a labor management relations issue (potential grievance) that is of mutual concern to the Union and the City Manager. This leave shall be made on the City’s regular leave form and is subject to the approval of the City Manager.

ARTICLE 6. MANAGEMENT RIGHTS

The Employer’s 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 hire, layoff, promote, demote, assign, reassign, transfer, discipline, and discharge employees;
- C. To determine what, by whom, and when services will be rendered to the citizens;
- D. To determine staffing requirements, to create or abolish positions, or to eliminate or reorganize work units;
- E. To determine the need for the qualifications of new employees, to determine the qualifications for positions, and to determine qualifications of employees to be considered for transfer or promotion;
- F. To take action as necessary to carry out the mission of the Employer in emergencies; and
- G. The employer retains all rights not specifically limited by this Collective Bargaining Agreement.

ARTICLE 7. NON-DISCRIMINATION AND SEXUAL HARASSMENT

The parties agree that they will not practice nor tolerate discrimination because of race, color, religion, sex, ancestry, national origin, age, disability, marital status, union or non-union **affiliation membership**, union activity, or political affiliation. Sexual harassment will also not be tolerated by the parties.

ARTICLE 8. SENIORITY

- A.** City Seniority
City Seniority for the purpose of this agreement is defined as length of continuous service from the last date of hire with the City of Las Vegas. Continuous service shall not be considered to have been interrupted by periods of approved leave without pay or an approved leave of absence.
- B.** Department Seniority
Department Seniority is the length of continuous service an employee has in their current department. Department Seniority is broken by voluntary assignment to another department.
- C.** Classification Seniority
Classification Seniority is defined as the length of continuous service employees have in their current classification. Classification Seniority begins as of the date of employment in the current classification. Voluntary reassignment, voluntary transfer, voluntary promotion, resignation or termination breaks Classification Seniority.
- D.** It is recognized by the parties that seniority will be applied, as required by law, for returning from military leave.

ARTICLE 9. DISCIPLINARY ACTION

- A. Counseling sessions conducted by supervisors are primarily for the purpose of correcting performance or behavior that is below acceptable standards. Counseling discussions are not part of the disciplinary process as defined in C. below and such counseling will not be documented in the employee's official Human Resources file unless it becomes part of an official disciplinary action taken by management. The supervisor ~~may shall will~~ retain a dated record of such meeting. ~~outlining a summary in a working file and provide HR a copy to keep in a separate file.~~
- B. Disciplinary action will be based on just cause. The degree of discipline will be based on the frequency and severity of the infraction, with the exception of any safety related incidents that may cause serious injury/death to self or others.
- C. Employer may impose any disciplinary action or issue a notice of contemplated action no later than forty-five (45) days after it acquires knowledge of the employee's misconduct for which the disciplinary action is imposed, unless facts and circumstances exist which require a longer period of time. In such cases, the employee will be notified.
- D. Types of discipline:
 - a. Written Warning, ~~Removal from the personnel file One (1) year after an employee has received the Written Warning.~~
 - b. Letter of Reprimand
 - c. Suspension from work without pay
 - d. Demotions
 - e. Dismissal/Discharge for cause

- f. Progressive Discipline may be used when management believes such method is appropriate. Written Warning will not be used for progressive discipline after one (1) year. Letter of Reprimand will not be used for progressive discipline after two (2) years. This shall in no way prevent the employer from taking severe disciplinary action including dismissal/discharge on the first offense.
- g. An employee against whom disciplinary action is contemplated (under Section ~~C~~ **D** subsections ~~b-d~~ c-e as stated above) will be provided with written charges and afforded the opportunity to respond to the charges prior to the implementation of any disciplinary action by management. Written charges will be presented to the employee once management believes it has sufficient information to proceed with charges against the employee.
- h. Disciplinary action as defined in ~~C~~ **D** subsections c-e above may be appealed by the affected employee through the grievance and appeal process as provided in the Agreement under Article 10.
- i. If the appeal of the disciplinary action is not satisfactorily resolved at the City Manager level, it may be submitted to final and binding arbitration as per Article 10 of this agreement.
- j. If no appeal is requested, the disciplinary action shall be final subject to review by the Human Resource Director/Officer and is subject to the approval and signature of the City Manager.

ARTICLE 9-I. COMPLIANCE WITH LAWS

Written personnel policies and procedures shall be ~~fairly and equitable~~ reasonably applied to all employees. Accommodations made to persons determined by the Employer to be qualified individuals with a disability shall not serve as precedent for other employees. With the exception of personnel policies and procedures dealing with compliance with the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Age Discrimination and Employment Act (ADEA), the Family and Medical Leave Act (FMLA), the Equal Pay Act (EPA), and all other applicable federal and state equal employment opportunity laws and regulations, alleged violations of this article may be grieved in accordance with the Grievance Procedure.

ARTICLE 10. GRIEVANCE, APPEAL, AND ARBITRATION PROCEDURE

- A. Grievance is defined as a written formal complaint alleging a violation, misapplication, or misinterpretation of any of the provisions of this Agreement or City Personnel Rules and Regulations. Appeal of ~~disciplinary actions as defined in Article 9.B.~~ suspension, demotion or discharge only shall also be accomplished through this process.
- B. Grievances/appeals shall be filed by the individual employees or by the exclusive representative on behalf of an individual employee or a group of employees. The grievance/appeal shall be signed by the aggrieved employee or employees.
- C. An individual employee may present a grievance/appeal under the provisions of this Article without the intervention of the Union and have the grievance/appeal adjusted

as long as (1) the adjustment is consistent with the terms of this Agreement, and (2) the employee is responsible for all expenses incurred at any hearing or meeting on a grievance/appeal brought by the individual employee. If the employee elects to bring a representative other than the Union to the grievance/appeal, then the City will require a written waiver of representation from the Union in the action. The Union shall be afforded the opportunity to be present and make its views known. In a situation where the employee has elected not to use the Union's services, and is requesting arbitration the employer and the employee shall deposit ~~\$3000.00~~ ~~\$6000.00~~ \$3,000.00 each in an escrow account for the payment of arbitration.

- D. The written grievance/appeal shall include:
- a. The employee/grievant's name, job, title, department;
 - b. The representative/steward's name, address and telephone number;
 - c. The Article(s) of this Agreement or section of the Personnel Rules and Regulations alleged to have been violated;
 - d. The date the incident or violation occurred;
 - e. The Management employee, if any, against whom the action is filed;
 - f. A description of the alleged violation providing more than just the Article or Section identification.
 - g. If the phrase "to be made whole" is used in the relief requested, the grievant shall specify what specific relief is desired. The relief requested shall include a specific statement describing the grievant's settlement request; and
 - h. The signature and date of the grievant and the Union representative.
- E. The original written grievance/appeal shall be presented to the employee's Department Head with a copy provided to Human Resources within ten (10) working days of the date the employee knew or reasonably should have known of the issue that generated the grievance/appeal. If the grievance/appeal is not resolved within ten (10) working days of the date ~~of the~~ the grievance/appeal was filed with the department head, the grievance/appeal may be advanced to the City Manager.
- F. If the issue is not resolved at the Department Head level, the grievance/appeal may be advanced to the City Manager by presenting the written grievance/appeal to the City Manager within fifteen (15) working days of the filing with the Department Head. This means within fifteen (15) working days of the initial filing of the grievance/appeal with the Department Head. The parties will mutually agree on a date, time, and place to meet and attempt to resolve the grievance/appeal. If the issue is not resolved within ten (10) working days of the filing with the City Manager, the grievance/appeal may be advanced to arbitration.
- G. The grievance/appeal is advanced to arbitration by presenting such written notice to the City Manager within fifteen (15) working days of the initial filing at the City Manager level.
- H.** Within ten (10) working days of the filing of the written notice of advancement to arbitration, a request for **an unrestricted** a list of arbitrators for the NM region from the Federal Mediation and Conciliation Service (FMCS) shall be submitted by the **parties** Union. ~~The request for this list of arbitrators shall be signed by both parties.~~

- I. Within ten (10) working days of receipt of the arbitrator list, the parties shall meet to select an arbitrator.
- J. The selection of the arbitrator shall be accomplished by the parties alternating striking of names until only one name remains. The remaining name shall be the arbitrator. Who strikes the first name is determined by the flip of a coin.
- K. The Arbitrator shall render a final and binding decision containing findings of fact and conclusions of law within 30 days of the close of the hearing. This decision of the arbitrator is subject to judicial review in accordance with the New Mexico Uniform Arbitration Act. The parties shall share the cost of the arbitrator equally.
- L. The Arbitrator's duties, responsibilities, and limitations are governed by the City's Labor Management Relations Ordinance.
- M. This is the only internal grievance and appeal process available to bargaining unit employees.
- N. Working day is defined as days that the administrative offices of the City are open for business. Any deadline that falls on a day that the administrative offices of the City are not open for regular business shall extend into the next day that the City Administrative Offices are open for business.

ARTICLE 11. CALL-IN COMPENSATION

When an employee is called in and required to work for an emergency prior to the beginning of the employee's normal work day, or is called back after the conclusion of the employee's normal work day, the employee will be guaranteed the greater of:

Two (2) hours straight time rate on scheduled work days, and three (3) hours straight time rate on non-scheduled work days

Or

Time and one-half (1 ½) for the actual time worked if such hours exceed forty (40) hours actually worked for the week.

Scheduled work day shall mean a day the employee is normally scheduled to work beginning at 12:01 AM through midnight.

Additional calls that occur during the minimum two (2) hours compensated time are included in the two (2) hours paid. **Reasonable** A total of thirty (30) minutes travel time to and from the employee's home shall be considered time worked. Time will begin when the employee receives the assignment and must leave for the assignment within fifteen (15) minutes of being called.

Management acknowledges that it is their responsibility to ensure that call-in compensation is not abused by the employee. Any abuse will be subject to disciplinary action up to and including termination.

ARTICLE 12. ON-CALL ASSIGNMENTS

Employees assigned to On-Call status for a period of seven (7) consecutive days will be paid six (6) hours at straight time for the on-call assignment. These hours will not be used for computing overtime compensation. Such employees must be ready and available to respond to deliver City services during the non-duty On-Call assignment. Failure to respond will result in loss of on-call pay and disciplinary action.

~~The employee who is On-Call shall be dispatched by either emergency personnel or contact personnel.~~

ARTICLE 13. REST PERIOD

- A. ~~AFSCME Bargaining unit~~ employees shall not be required to work in excess of sixteen (16) consecutive hours.
- B. If an employee is required to work sixteen (16) consecutive hours, he/she is guaranteed an eight (8) hour unpaid rest period or an employee may request vacation leave, immediately following the sixteen (16) consecutive hours. ~~Vacation leave may be substituted for the unpaid time.~~
- C. If the employee feels that he/she cannot report to work on a designated Emergency and safely perform his/her duties, they shall not be penalized.
- ~~D. If the employee reports to work and the supervisor or manager deems them unfit to safely perform his/her duties at any time, then said supervisor or manager has the discretion to send them home.~~
- D. If an employee is called out to work a designated emergency after scheduled work hours or on holidays, work shall be paid at time and one half the normal rate of pay, even if the employee works less than forty (40) hours that week.
- ~~E. — Should the employee wish to forgo the eight (8) hour unpaid rest period, the employee may use his/hers vacation or sick leave.~~

ARTICLE 14. LABOR MANAGEMENT MEETINGS

- A. The parties will establish a labor management committee. The Committee will meet on an as needed basis, or at least once quarterly to discuss issues of mutual concern that relate to the administration of this agreement. The Union and the Employer will each appoint two individuals to this committee. The individuals will be identified to the other party in writing for each meeting. The date, time and place of such meeting shall be by mutual agreement of the parties.

- B. This committee has no authority to negotiate any changes to this Agreement.

ARTICLE 15. SAFETY

Safety is an integral part of the responsibilities of all employees. The employer will continue to provide healthful and safe working conditions. Employees shall comply with such rules, regulations, and practices as may be prescribed for the conduct of employees in order to provide a safe work environment, in acknowledgment with the City's Safety and Health Policy.* The employee shall notify his/her immediate supervisor immediately of any unsafe or hazardous working conditions or workplace injury or accident. The Employer will take appropriate action to correct unsafe or hazardous working conditions as required by law. The parties will meet to discuss health and safety issues of mutual concern. The time and place for the meetings will be set by mutual agreement of the parties. The Employer, through the Safety Office, will provide safety training on an as needed basis.

*Nothing in the City's Safety and Health Policy shall supersede any provisions and protections afforded to the membership of AFSCME Local 2851 in this agreement.

ARTICLE 16. SAFETY AIDS

The City shall provide Safety Aids needed by employees in the performance of **any and** all job related duties **that would occur on his tour of duty**. This may include items such as: hard hats, gloves, earplugs, safety glasses, and safety vests.

Rain gear will be provided for employees whose duties are such that they will incur the outdoor elements. **Each department director** Department Directors will determine the type of rain gear needed for their individual department needs, which will be no less than a rain poncho.

A five (5) gallon water container with cold water will be provided to all crews working away from the City facilities.

ARTICLE 17. PERSONNEL RECORDS

- A. The employees' Official Personnel files will be maintained in the Human Resources Office. Employees, or their designee by written authorization, may review the employees' files by appointment during the regular business hours of the Human Resources Office. Such review shall not interfere with the employees' work time and shall be done on the employees' own time.
- B. Employees may obtain a copy copies of material in their personnel file on an annual basis. A fee of ~~\$0.10~~ \$1.00 per copy up to ~~twenty (20)~~ ten (10) pages will be charged. Copies beyond ~~twenty (20)~~ ten (10) pages will be provided at ~~\$0.25~~ \$0.50 per page.
- C. Employees may submit a rebuttal to any material that is placed in the employee's personnel file. Such rebuttal must be submitted within ~~thirty (30)~~ seven (7) fifteen (15) calendar days of the effective date of the material in question.
- D. Employees may request in writing that letters of commendation or certificates of completion of training be placed in their file. The Human Resources Officer shall determine if such material is appropriate for placement in the employee's file.

- E. The Human Resource Personnel file is the official employment history of the employee and shall not be purged except by order of an arbitrator or judge of competent jurisdiction.

ARTICLE 18. VACANCIES

- A. A vacancy is a vacant budgeted bargaining unit position that the City decides to fill. Such vacancies will be posted within the City organization for a period of five (5) working days. The posting shall contain the title of the position, the qualifications required, and the deadline for individuals to apply. Qualified in-house applicants will be considered before applicants from outside the City organization. All things being equal the in-house applicant will be given preference.
- B. Promotions: Employees shall be considered for promotions on the basis of qualifications, performance, and attendance. All things being equal Department Seniority and then City Seniority shall be given preference.
- C. Employees applying for a transfer will be considered for a transfer in the same manner as employees applying for promotion.
- ~~D. An employee shall not be subject to a probationary period except upon original appointment with the City of Las Vegas.~~

ARTICLE 19. LEAVES

- A. Vacation Leave
Vacation Leave is accrued at the following rates:

1.	0 months – 5 years	8 hours per month
	5 years – 15 years	10 hours per month
	15 years or more	12 hours per month
- B. Upon the death of an employee, from natural or accidental causes, 100% of the employee’s accrued annual leave shall be converted to a cash payment to be paid to the employee’s beneficiary.
- C. Sick Leave:
 - 1. Sick leave will be accrued at the rate of eight (8) hours per month.
 - 2. Holidays which occur during sick leave will not be charged to sick leave.
 - 3. Family Medical Leave. Family medical leave will be handled in accordance with Family Medical Leave Act (FMLA).
- D. Sick Leave Incentive:
 - 1. Full time employees who use four (4) hours of sick leave or less from January 1, through June 30, will receive eight (8) hours of administrative leave to be used within thirty (30) days.
 - 2. Full-time employees who use four (4) hours of sick leave or less for the period of July 1, through December 31, will receive eight (8) hours administrative leave to be used within thirty (30) days.
- E. Bereavement Leave. Emergency annual leave or leave without pay may be granted to an employee to attend the funeral of a relative not included in the “immediate family” group.

1. Employees will be allowed three (3) work days of bereavement leave, in the event of a death in the employee's immediate family for each instance where an employee meets the requirements as outlined in this section. Such leave shall be charged to administrative leave.
2. Additional leave may be granted at the request of the employee. This additional leave shall be charged to sick leave. If the employee does not have any available sick leave, the additional leave shall be charged to annual leave.
3. Immediate family is defined as parent, legal guardian, grandparent, spouse, father in-law, mother in-law, children (to include step-children), sister, brother, or grandchild of the employee.

ARTICLE 20. HOLIDAYS

- A. The City Council shall schedule ninety-two hours of holiday leave per year to be designated annually by administrative regulation.
- B. Each employee shall be granted eight (8) hours per year (personal holiday) to be used as personal leave for any reason. The entire eight (8) hours must be used at one time. Personal leave must be used before the last payroll ending in December of each year. If not used during the calendar year, said leave will not be carried into the next calendar year and will be forfeited. Personal leave applies only to regular status employees who have completed their probationary period. Such time shall be scheduled subject to the agreement of the employee and his/her supervisor.

ARTICLE 21. LEAVE WITHOUT PAY

- A. All requests for leave without pay require **approval a recommendation** from the department head or his/her designee, and any request for leave without pay **for two (2) or more weeks** requires approval from the City Manager.
- B. Local Union officers and stewards may be allowed **sufficient time off leave** without pay for legitimate Union business such as Union membership meetings, Union conventions, conferences, seminars, and workshops. Upon approval, the employees shall have the option of utilizing any accumulated vacation in lieu of taking such leave without pay. Such approval shall **not be unreasonably withheld nor shall it be unreasonable for management to deny such approval, if management is of the opinion that production or staffing requirements are affected by the employee's absence. be considered on a case-by-case basis.**
- C. Time taken off as leave without pay, in conjunction with paragraph (B), of this section shall be counted as continuous service for calculating seniority.
- D. AFSCME Local 2851 officers may use up to 160 hours of combined leave without pay per year as needed to administer, educate, and facilitate the needs and responsibilities of the membership. This leave is subject to the staffing requirements of the City.

ARTICLE 22. FURLOUGH, LAYOFF, AND RECALL

- A. Upon determination by the Employer that a layoff or furlough of bargaining unit employees is deemed necessary, the Employer shall prepare and submit to the Union a written plan justifying the need for a layoff or furlough.
- B. Prior to any layoff or furlough, the City Manager will meet and confer with the Union to determine if any other cost-cutting measures can be initiated to avoid the layoff or furlough.
- C. Within seven (7) working days of receipt of a furlough plan, the Union shall develop a list of bargaining unit employees who will voluntarily participate.
- D. Notice: If a layoff or furlough is to be implemented, affected employees shall receive two (2) weeks' written notice.
- E. Wages and Benefits: Upon layoff, laid off employees shall have paid in full all due wages, all accrued annual leave and compensatory time.
- F. Employees will be laid off in reverse order of seniority, based on total years of continuous service with the City of Las Vegas. Employees who accept a lower paying classification as a result of a reduction in work force, will have recall rights to the previous classification held prior to the reduction in work force.
- G. Laid off employees have recall priority over employees applying for a promotion on vacancies within the job classification from which they were laid off.
- H. Employees on layoff status will be given notice of recall according to the following procedure. The City will advise the employee to be recalled by certified or registered mail. Failure on the part of the employee to provide and maintain the correct mailing address will result in the forfeiture of recall rights.
- I. An employee, upon receiving notice of recall will, within five (5) days acknowledge receipt by certified or registered mail or personal service to the Human Resource office advising the City of the date he/she will be available for service. Available date will not be later than fifteen (15) days from the date the employee receives the recall notice. Any employee who fails to meet the deadline identified forfeits all recall rights. An employee shall have ~~twelve (12)~~ six (6) months of recall rights from the date of layoff. The Employer has no further obligation to the employee(s) for recall rights following the ~~twelve (12)~~ six (6) months of layoff.

ARTICLE 23.

SCHEDULING WORK AND LUNCH BREAKS

- A. When the Employer is implementing a long-term change (a change of thirty (30) days or more) in work schedule such change(s) will be posted at the appropriate worksite(s) at least five (5) days prior to the effective date of the change.
- ~~B.~~ The City shall allow two (2) fifteen (15) minute breaks per eight (8) hour shift, which shall be taken on paid time. Break time shall be scheduled by management. Breaks ~~must shall~~ be taken at ~~designated break areas, or within one hundred (100) yards of the worksite for employees working away from City facilities.~~ the worksite or the nearest location to the worksite that provides a restroom facility.
- C. The Employer shall give each employee a lunch break of at least thirty (30) minutes, not to exceed an hour, on non-pay status. Lunch breaks will be scheduled by the immediate supervisor.

ARTICLE 24. OVERTIME/COMPENSATORY TIME

- A. Overtime: The Employer shall compensate bargaining unit employees at the rate of one and one-half (1 ½) times the employee’s regular hourly rate of pay for hours worked in excess of their normal work week or forty (40) hours (hereinafter referred to as “overtime pay”).
- B. Overtime Scheduling: Each department shall maintain and post a class seniority list. Employees shall be offered overtime work on a rotational basis from that list, the first employee on the list being offered the overtime first. If an employee declines the overtime, the next employee on the list will be offered the overtime, etc., until all the employees on the list have been offered the opportunity to work overtime. If all employees decline overtime work the Employer shall assign overtime on a rotational basis in reverse order of the class seniority list.
- C. Compensatory Time: At the employee’s written request, and the Employer’s approval, an employee may accrue up to forty (40) hours of compensatory time off (hereinafter referred to as “comp time”), at the rate of one and one-half (1 ½) hours for each hour of time worked. This is in lieu of overtime pay. The date the comp time may be used is to be agreed upon by the supervisor and the employee.

ARTICLE 25. TRAINING AND EDUCATION

- A. Conditions for Full City Payment. Training directed and/or required by the City, shall be paid by the City in full and in accordance with State and City travel policies, as defined by administrative regulations.
- B. Conditions for Reimbursement for Job-Related Training. Employees may request City reimbursement toward any training that is not required by the City but is job related. The Department Director may authorize City reimbursement for such training based on how it relates to the employee’s job, the availability of funds for the reimbursement, and provided the training does not interfere with the employee’s job performance. Reimbursement funds must be requested prior to participating in the training.
- C. Amount of City Reimbursement. If the Department Director authorizes reimbursement, the City shall pay up to 75% of the cost of the training, based upon adequate documentation provided the employee shows satisfactory completion of said training.
- D. Employee Obligation. As a condition of receiving reimbursement from the City the employee must:
 - 1. Provide documentation to the Department Director indicating the training has been completed with a passing grade of C or better.
 - 2. Employee(s) shall sign an agreement that if he/she should relinquish his/her position with the City for any reason within one (1) year of the completion of the training, the City’s contribution toward said training for the past year will be deducted from the employee’s final paycheck.

ARTICLE 26. CITYWIDE SAFETY REVIEW COMMITTEE

- A. The purpose of the Safety Committee is to review safety policies and recommend modifications as necessary to the City Manager. The Committee shall meet bi-annually. ~~or as required by management and/or at the request of the union representatives.~~ Management will schedule a meeting in January and July.
- B. In acknowledgment with the City’s Safety and Health Policy*, the Safety Committee shall include two bargaining union members.
- C. The AFSCME President shall make his/her appointments of the two bargaining members to the Safety Committee.
- D. Union members may attend safety meetings on paid status.

*Nothing in the City’s Safety and Health Policy shall supersede any provisions and protections afforded to the membership of AFSCME Local 2851 in this agreement.

ARTICLE 27. EMPLOYEE PARKING

The Employer will continue to provide employee parking.

ARTICLE 28. MILEAGE AND PER DIEM

Employees required by management to travel out of town to conduct city business will be paid mileage and per diem as required by law. All per diem must be paid to the employees within two (2) weeks of a written request for these funds, and after completion of travel.

ARTICLE 29. DWI/DUI - DRUG AND ALCOHOL ISSUES

- A. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol shall immediately report the incident to his/her Department Director. If the citation is issued on a non-working day, then the incident shall be reported to his/her Department Director on the first workday after the issuance of the citation.
- B. Any employee whose duties and job description require that he/she operate any motorized city-owned vehicle, and who is arrested/cited for Driving While Under the Influence of drugs or alcohol while off-duty, and who does not obtain a limited driver’s license pursuant to Section 66-5-35, NMSA 1978 as amended, shall be disciplined as follows:
 - 1. The employee shall be placed on leave without pay on grounds that he/she cannot perform his/her duties as required by the employee’s job description until the employee’s driver’s license has been restored. Restoration of the driver’s license must occur within six (6) months from the effective date of the revocation or suspension. Any employee placed on leave without pay pursuant to this section will not receive any City benefits during such absence. Should the employee not have his/her driving privileges restored within six (6) months, the employee shall have provided just cause for termination.

2. If the employee receives a subsequent DWI/DUI citation at any time during employment with the City, the employee shall have provided just cause for termination from employment with the City of Las Vegas.
- C. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol, while operating a City-owned motor vehicle, shall not operate a City vehicle. That employee shall have provided just cause for termination.
 - D. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol, while operating a personal motor vehicle while on City time (during the employee's work day), the employee shall have provided just cause for termination. An employee shall be deemed to be on "City time" even while away from regular work hours if he/she is on "on-call" status.

ARTICLE 30. CLASSIFICATION

- A. Consistent with the rights, responsibilities, and obligations of management, the employer will continue to prepare and maintain a Classification Plan which provides for groupings of positions within the City structure. Such classifications are based on the duties, scope of responsibilities, and qualifications.
- B. Employees will be provided a copy of any changes that are made to their job description. Nothing shall prevent the employee or the Union from bringing issues related to the employees' job description to the attention of management.
- C. Employees will not be required to perform duties that are not related to the employee's assigned classification as a regular assignment. Employees may be required to perform job related duties as necessary or assigned by their supervisor. Qualified employees assigned by their supervisor to perform duties for a higher classification will be paid within the pay range of the higher classification.

ARTICLE 31. STATE CERTIFICATION

- A. The City will continue the current practice and policy of paying for annual certification and examination fees up to a maximum of two examinations for each certification level. Should such examination take place during the employee's regular work hours, time required for testing and reasonable travel time and vehicle will be given.
- B. Employees required to maintain a state certification as a condition of continued employment will receive mileage and per diem in accordance with the state law when required to travel out of town to take the required training and/or exams.
- ~~C. Should the employee elect to participate in such training and/or examination again within a calendar year the employee shall assume all costs incurred as a result of a second training and/or examination.~~

ARTICLE 32. RESIGNATION

An employee wishing to resign employment with the City of Las Vegas in good standing shall submit his/her resignation fourteen (14) calendar days prior to the effective date of the resignation. Once a resignation is submitted, an employee may request to withdraw his/her resignation by submitting the request in writing ~~a written request~~ within forty-eight (48) hours. Upon mutual agreement of the parties, the forty-eight (48) hours standard may be waived.

ARTICLE 33. NEGOTIATING PROCEDURE

Negotiations and impasse resolution will be conducted in accordance with Chapter 48. Labor Management Relations of the City of Las Vegas Code.

ARTICLE 34. NEW EMPLOYEE ORIENTATION

The employer shall provide to the ~~union~~ Union a list of all AFSCME eligible employees prior to the completion ~~compensation~~ of the employee's six month probation.

The notification will be sent via email to the ~~union~~ Union President or his/her designee.

The Union may then schedule a time to meet with the ~~union~~ Union eligible employee on non-work time.

ARTICLE 35. BENEFITS

- A. Medical: The City will pay 75% of the premium for those employees who choose to participate and the employee will pay 25% of the premium.
- B. Life Insurance: The City will continue to provide the current coverage.
- C. The City will continue to pay its share of the medical insurance premium as required by the Family Medical Leave Act as it relates to employees on approved leave.

ARTICLE 36. INCREMENT PAY/LONGEVITY

The longevity increment pay shall continue for the duration of this agreement. Longevity increment pay will be paid at \$0.07 increase to the employee's regular hourly rate of pay on the employee's anniversary date.

ARTICLE 37. COMPENSATION

Effective the first full pay period after ~~July 1, 2016, or following~~ ratification and signature of the Agreement or resolution of impasse, whichever is later. All bargaining unit employees will receive a ~~thirty five cent (\$.35)~~ seventy-five (\$.75) increase to the employee's regular hourly rate of pay.

ARTICLE 38. CLOTHING ALLOWANCE/REPLACEMENT

For the period of this ~~agreement~~ Agreement, the clothing replacement shall be administered in accordance with Administrative Regulations. The employer will provide the following every two (2) years: ~~five (5) pants, five (5) duty shirts, one (1) pair of steel "safety" toe boots and one (1) winter or summer jacket every two (2) years.~~

- Five (5) pants
- Five (5) duty shirts
- One (1) pair of safety footwear which meets or exceeds ASTM F2413-17 standards
- One (1) waterproof winter or summer jacket

The employer will provide one (1) winter or summer coverall as required by the employee's job ~~at the discretion of the director-~~ description every two (2) years.

Uniform items are not intended to be worn outside of work. If the employee can demonstrate to ~~the satisfaction of~~ the director that a ~~uniform(s) is/are~~ uniform item was damaged in the line of duty, the employer ~~shall~~ may replace it. A clothing allowance of \$150.00 will be paid in the off year for ~~the purpose of~~ replacing damaged and/or worn uniforms.

~~It will be mandatory for all regular status~~ All employees issued a ~~working~~ uniform ~~to~~ shall wear the complete uniform during working hours with the exception of the jacket and maintain a professional appearance.

ARTICLE 39. WHOLE AGREEMENT

- A. The parties acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and not removed by law, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. For the life of this Agreement, each party waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement. However, the matters within this Agreement may be amended during the term of this Agreement by mutual written agreement or Memorandum of Understanding (MOU).

ARTICLE 40. GENERAL SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be declared invalid by the Labor Management Relations Board and/or any court of competent jurisdiction, the validity of the remaining portions shall not be affected and shall remain in full force.

Should this occur, either party, within ten (10) days may request in writing, to meet to negotiate a suitable provision to replace the provision held invalid.

ARTICLE 41. TERM OF THE AGREEMENT

This Agreement shall become effective upon ratification and signature of this Agreement, ~~July 1, 2015~~, or upon resolution of impasse, whichever ~~occurs~~ is later, ~~This Agreement will~~ and shall remain in full force and effect through June 30, ~~2017~~ 2021. Either party may request the reopening of negotiations. ~~Reopening of negotiations will include Article 37, Compensation, and one (1) other article identified by each party by submitting written notice to the other party no later than March 1, 2016. By mutual agreement, both parties agreed to address Article 37- Compensation and three (3) other articles. Either party may request to negotiate a successor collective bargaining agreement by submitting written notice to the other party no later than March 1, 2017.~~ The parties may reopen of negotiations on Article 37, Compensation, and two (2) other articles identified by each party filing written request to open negotiations no later than January 15th of each year the contract is in effect. Negotiations for a successor full collective bargaining agreement will occur upon written request by a party filed no later than January 15, 2021.

Each party will be provided an electronic copy of the ~~Contract~~ Contract in “Word” format.

ARTICLE 42. AUTHORIZED SIGNATURES AND ATTEST

IN WITNESS WHEREOF, the parties have executed the amendments to this Agreement on this

_____ day of _____, ~~2016~~ 2018.

Tonita Gurulé-Girón, Mayor

Date

~~Richard Trujillo, City Manager~~
Ann Marie Gallegos, Interim City Manager

Date

~~Floyd Lovato, AFSCME Local 2851 President~~
Abraham Maestas

Date

ATTEST:

Cassandra Fresquez, City Clerk

Date

AFSCME

**American Federation of State, County and
Municipal Employees**



“Working together to make it better!”

**AFSCME LOCAL 2851
and
The City of Las Vegas**



December ____, 2018 through June 30, 2021

ARTICLE 1. PREAMBLE	2
ARTICLE 2. RECOGNITION	2
ARTICLE 3. PRIVATIZATION AND CONTRACTING OUT	2,3
ARTICLE 4. UNION DUES AND DEDUCTIONS	3,4
ARTICLE 5. UNION RIGHTS	4
ARTICLE 6. MANAGEMENT RIGHTS	4,5
ARTICLE 7. NON-DISCRIMINATION AND SEXUAL HARASSMENT	5
ARTICLE 8. SENIORITY	5
ARTICLE 9. DISCIPLINARY ACTION	5,6
ARTICLE 9-I.COMPLIANCE WITH LAWS	6,7
ARTICLE 10. GRIEVANCE, APPEAL, AND ARBITRATION PROCEDURE.....	7,8
ARTICLE 11. CALL-IN COMPENSATION	8,9
ARTICLE 12. ON-CALL ASSIGNMENTS	9
ARTICLE 13. REST PERIOD.....	9
ARTICLE 14. LABOR MANAGEMENT MEETINGS	9,10
ARTICLE 15. SAFETY	10
ARTICLE 16. SAFETY AIDS	10
ARTICLE 17. PERSONNEL RECORDS.....	10,11
ARTICLE 18. VACANCIES.....	11
ARTICLE 19. LEAVES	11,12
ARTICLE 20. HOLIDAYS	12
ARTICLE 21. LEAVE WITHOUT PAY.....	12,
ARTICLE 22. FURLOUGH, LAYOFF, AND RECALL.....	12,13
ARTICLE 23. SCHEDULING WORK AND LUNCH BREAKS	13
ARTICLE 24. OVERTIME/COMPENSATORY TIME	13,14
ARTICLE 25. TRAINING AND EDUCATION	14
ARTICLE 26. CITYWIDE SAFETY REVIEW COMMITTEE	14,15
ARTICLE 27. EMPLOYEE PARKING.....	15
ARTICLE 28. MILEAGE AND PER DIEM.....	15
ARTICLE 29. .DWI/DUI - DRUG AND ALCOHOL ISSUES	15,16
ARTICLE 30.CLASSIFICATION	16
ARTICLE 31. STATE CERTIFICATION.....	16
ARTICLE 32. RESIGNATION.....	17
ARTICLE 33. NEGOTIATING PROCEDURE	17
ARTICLE 34. NEW EMPLOYEE ORIENTATION.....	17
ARTICLE 35. BENEFITS	17
ARTICLE 36. INCREMENT PAY/LONGEVITY	17
ARTICLE 37. COMPENSATION	17
ARTICLE 38. CLOTHING ALLOWANCE.....	17,18
ARTICLE 39.WHOLE AGREEMENT	18
ARTICLE 40. GENERAL SAVINGS CLAUSE.....	18
ARTICLE 41. TERM OF THE AGREEMENT.....	18,19
ARTICLE 42. AUTHORIZED SIGNATURES AND ATTEST.....	19

ARTICLE 1. PREAMBLE

- A. The general purpose of this agreement is to provide for orderly and constructive employee relations in the public interest, in the interest of all employees herein covered, and in the interest of the City; to maintain harmony, cooperation and understanding between the Employer and the employees in the Bargaining Unit; to afford protection of the rights and privileges of Bargaining Unit employees and the Employer; and to ensure the continued delivery of services to the citizens of Las Vegas.
- B. The City, the Union, and its members agree that a sincere effort will be made to administer and abide by this agreement in accordance with the negotiated intent terms and provisions for the purpose of maintaining sound labor management relations and consistency with the union's status as exclusive bargaining representative of all employees in the bargaining unit.

ARTICLE 2. RECOGNITION

- A. This Agreement (hereinafter referred to as the "Agreement") has been made and entered into by and between the City of Las Vegas, a municipal corporation (hereinafter referred to as the "Employer" or the "City") and Local 2851 of the American Federation of State, County and Municipal Employees, Council 18. AFL-CIO, representative of the City of Las Vegas' Blue and White Collar employees, (hereinafter referred to as the "Union").
- B. Chapter 48. Labor Management Relation of the city of Las Vegas' Code was enacted "to guarantee employees the right to organize and bargain collectively with their employer, to protect the rights of the employer and to promote harmonious and cooperative relationships between the employer and the employees; and to acknowledge the rights of citizens to the orderly and uninterrupted delivery of services."
- C. This Union is recognized as the exclusive representative for all regular full time city employees regarding all matters pertaining to wages, hours, working conditions, and conditions of employment in the classifications identified in Appendix A and Appendix B of this Agreement.
- D. The appropriate bargaining unit shall not include probationary, supervisory, managerial, or confidential employees.

ARTICLE 3. PRIVATIZATION AND CONTRACTING OUT

- A. The City agrees that prior to privatizing or contracting out bargaining unit positions, the Union will be allowed to submit input in writing no later than ten (10) working days after the notice from the City. Such written notice shall be presented to the City Manager with a copy delivered to the Human Resources Department. A written response shall be given to the Union no later than ten (10) working days after the receipt.

- B. The City agrees that it will notify the Union of any staffing changes that will result in the loss of full time equivalent bargaining unit positions prior to removing those positions from the table of organization.

ARTICLE 4. UNION DUES DEDUCTIONS

Section 1. Payroll Deduction

- A. The Employer shall make employee payroll deductions each pay period for:
 - 1. Union membership dues
- B. All money deducted from wages under this Article shall be remitted to the Union via the Secretary-Treasurer promptly after the pay day covering the pay period deduction.
- C. Payroll deduction authorizations for Union membership dues in the possession of the Employer on the effective date of this Agreement will be honored. The Employer will honor individual payroll deduction authorization forms received after the effective date of the Agreement. The Employer will begin the deduction promptly but in no event, later than one pay period after receipt of the payroll deduction authorization form from the employee or Union.
- D. The duty of the Employer to honor payroll deduction authorizations shall continue until the expiration of this Agreement or until otherwise approved by the Union and notification in writing has been given to the employer by a duly authorized officer.

Section 2. Dues Termination and Reimbursement

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

Section 3. Dues Amounts

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

- B. The increase(s) shall take effect the last pay period in December for the following year.
- C. If an employee has insufficient earnings for the pay period, no payroll deductions will be made for that employee for that pay period.
- D. The Union shall indemnify and hold the Employer harmless for any employee claims involving deductions under this article.

ARTICLE 5. UNION RIGHTS

- A. The Union has the right to elect and/or appoint its Union staff, officials, and stewards.
 - 1. The Union President must provide the City Management Team a list by July 1st of each year and within five (5) days of any changes along with their contact information and scope of authority and only the people on the list will be recognized as union officers, stewards and trustees.
- B. The Union officials and stewards may engage in activities and conduct business regarding the negotiations and administration of this Agreement. Such activities will not interfere with the employee's work and shall not be performed during employee's work time except in such circumstances to permit the employee to contact a Union steward or official, time not to exceed five (5) minutes. Union officers/stewards shall be allowed reasonable access and time at the worksites to update bargaining unit employees on Union issues.
- C. The employer will provide the space, and the Union will provide the bulletin board to be used for Union official business and notices. The bulletin board shall not be used to criticize the Union, its officers, members, elected city officials, management, or other city employees.
- D. City facilities commonly used by other civic organizations will also be available for Union activities subject to the same conditions as the civic organizations.
- E. City bargaining unit employees may be granted vacation or leave without pay for union business, with five (5) days prior notice, subject to staffing requirements.
- F. The City Manager shall budget 100 hours of Labor Management Relation Administrative Leave and the employer shall allow the Union President or Vice President and the Chief steward who are employees (hereinafter referred to as "Employee Officials") to attend meetings on paid status. Meetings agreed to by both parties.
- G. The Union President or the Vice President may request approval for the use of Labor-Management Relations Administrative Leave to attempt to resolve a labor management relations issue (potential grievance) that is of mutual concern to the Union and the City Manager. This leave shall be made on the City's regular leave form and is subject to the approval of the City Manager.

ARTICLE 6. MANAGEMENT RIGHTS

The Employer's 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 hire, layoff, promote, demote, assign, reassign, transfer, discipline, and discharge employees;
- C. To determine what, by whom, and when services will be rendered to the citizens;
- D. To determine staffing requirements, to create or abolish positions, or to eliminate or reorganize work units;
- E. To determine the need for the qualifications of new employees, to determine the qualifications for positions, and to determine qualifications of employees to be considered for transfer or promotion;
- F. To take action as necessary to carry out the mission of the Employer in emergencies; and
- G. The employer retains all rights not specifically limited by this Collective Bargaining Agreement.

ARTICLE 7. NON-DISCRIMINATION AND SEXUAL HARASSMENT

The parties agree that they will not practice nor tolerate discrimination because of race, color, religion, sex, ancestry, national origin, age, disability, marital status, union or non-union membership, union activity, or political affiliation. Sexual harassment will also not be tolerated by the parties.

ARTICLE 8. SENIORITY

- A. **City Seniority**
City Seniority for the purpose of this agreement is defined as length of continuous service from the last date of hire with the City of Las Vegas. Continuous service shall not be considered to have been interrupted by periods of approved leave without pay or an approved leave of absence.
- B. **Department Seniority**
Department Seniority is the length of continuous service an employee has in their current department. Department Seniority is broken by voluntary assignment to another department.
- C. **Classification Seniority**
Classification Seniority is defined as the length of continuous service employees have in their current classification. Classification Seniority begins as of the date of employment in the current classification. Voluntary reassignment, voluntary transfer, voluntary promotion, resignation or termination breaks Classification Seniority.
- D. It is recognized by the parties that seniority will be applied, as required by law, for returning from military leave.

ARTICLE 9. DISCIPLINARY ACTION

- A. Counseling sessions conducted by supervisors are primarily for the purpose of correcting performance or behavior that is below acceptable standards. Counseling discussions are not part of the disciplinary process as defined in C. below and such

counseling will not be documented in the employee's official Human Resources file unless it becomes part of an official disciplinary action taken by management. The supervisor will retain a dated record of such meeting.

- B. Disciplinary action will be based on just cause. The degree of discipline will be based on the frequency and severity of the infraction, with the exception of any safety related incidents that may cause serious injury/death to self or others.
- C. Employer may impose any disciplinary action or issue a notice of contemplated action no later than forty-five (45) days after it acquires knowledge of the employee's misconduct for which the disciplinary action is imposed, unless facts and circumstances exist which require a longer period of time. In such cases, the employee will be notified.
- D. Types of discipline:
 - a. Written Warning
 - b. Letter of Reprimand
 - c. Suspension from work without pay
 - d. Demotions
 - e. Dismissal/Discharge for cause
 - f. Progressive Discipline may be used when management believes such method is appropriate. Written Warning will not be used for progressive discipline after one (1) year. Letter of Reprimand will not be used for progressive discipline after two (2) years. This shall in no way prevent the employer from taking severe disciplinary action including dismissal/discharge on the first offense.
 - g. An employee against whom disciplinary action is contemplated (under Section D subsections c-e as stated above) will be provided with written charges and afforded the opportunity to respond to the charges prior to the implementation of any disciplinary action by management. Written charges will be presented to the employee once management believes it has sufficient information to proceed with charges against the employee.
 - h. Disciplinary action as defined in D subsections c-e above may be appealed by the affected employee through the grievance and appeal process as provided in the Agreement under Article 10.
 - i. If the appeal of the disciplinary action is not satisfactorily resolved at the City Manager level, it may be submitted to final and binding arbitration as per Article 10 of this agreement.
 - j. If no appeal is requested, the disciplinary action shall be final subject to review by the Human Resource Director/Officer and is subject to the approval and signature of the City Manager.

ARTICLE 9-I. COMPLIANCE WITH LAWS

Written personnel policies and procedures shall be applied to all employees. Accommodations made to persons determined by the Employer to be qualified individuals with a disability shall not serve as precedent for other employees. With the exception of personnel policies and procedures dealing with compliance with the Fair Labor Standards Act (FLSA), the Americans with

Disabilities Act (ADA), the Age Discrimination and Employment Act (ADEA), the Family and Medical Leave Act (FMLA), the Equal Pay Act (EPA), and all other applicable federal and state equal employment opportunity laws and regulations, alleged violations of this article may be grieved in accordance with the Grievance Procedure.

ARTICLE 10. GRIEVANCE, APPEAL, AND ARBITRATION PROCEDURE

- A. Grievance is defined as a written formal complaint alleging a violation, misapplication, or misinterpretation of any of the provisions of this Agreement or City Personnel Rules and Regulations. Appeal of suspension, demotion or discharge only shall also be accomplished through this process.
- B. Grievances/appeals shall be filed by the individual employees or by the exclusive representative on behalf of an individual employee or a group of employees. The grievance/appeal shall be signed by the aggrieved employee or employees.
- C. An individual employee may present a grievance/appeal under the provisions of this Article without the intervention of the Union and have the grievance/appeal adjusted as long as (1) the adjustment is consistent with the terms of this Agreement, and (2) the employee is responsible for all expenses incurred at any hearing or meeting on a grievance/appeal brought by the individual employee. If the employee elects to bring a representative other than the Union to the grievance/appeal, then the City will require a written waiver of representation from the Union in the action. The Union shall be afforded the opportunity to be present and make its views known. In a situation where the employee has elected not to use the Union's services, and is requesting arbitration the employer and the employee shall deposit \$3,000.00 each in an escrow account for the payment of arbitration.
- D. The written grievance/appeal shall include:
 - a. The employee/grievant's name, job, title, department;
 - b. The representative/steward's name, address and telephone number;
 - c. The Article(s) of this Agreement or section of the Personnel Rules and Regulations alleged to have been violated;
 - d. The date the incident or violation occurred;
 - e. The Management employee, if any, against whom the action is filed;
 - f. A description of the alleged violation providing more than just the Article or Section identification.
 - g. If the phrase "to be made whole" is used in the relief requested, the grievant shall specify what specific relief is desired. The relief requested shall include a specific statement describing the grievant's settlement request; and
 - h. The signature and date of the grievant and the Union representative.
- E. The original written grievance/appeal shall be presented to the employee's Department Head with a copy provided to Human Resources within ten (10) working days of the date the employee knew or reasonably should have known of the issue that generated the grievance/appeal. If the grievance/appeal is not resolved within

- ten (10) working days of the date the grievance/appeal was filed with the department head, the grievance/appeal may be advanced to the City Manager.
- F. If the issue is not resolved at the Department Head level, the grievance/appeal may be advanced to the City Manager by presenting the written grievance/appeal to the City Manager within fifteen (15) working days of the filing with the Department Head. This means within fifteen (15) working days of the initial filing of the grievance/appeal with the Department Head. The parties will mutually agree on a date, time, and place to meet and attempt to resolve the grievance/appeal. If the issue is not resolved within ten (10) working days of the filing with the City Manager, the grievance/appeal may be advanced to arbitration.
 - G. The grievance/appeal is advanced to arbitration by presenting such written notice to the City Manager within fifteen (15) working days of the initial filing at the City Manager level.
 - H. Within ten (10) working days of the filing of the written notice of advancement to arbitration, a request for a list of arbitrators for the NM region from the Federal Mediation and Conciliation Service (FMCS) shall be submitted by the Union. Within ten (10) working days of receipt of the arbitrator list, the parties shall meet to select an arbitrator.
 - I. The selection of the arbitrator shall be accomplished by the parties alternating striking of names until only one name remains. The remaining name shall be the arbitrator. Who strikes the first name is determined by the flip of a coin.
 - J. The Arbitrator shall render a final and binding decision containing findings of fact and conclusions of law within 30 days of the close of the hearing. This decision of the arbitrator is subject to judicial review in accordance with the New Mexico Uniform Arbitration Act. The parties shall share the cost of the arbitrator equally.
 - K. The Arbitrator's duties, responsibilities, and limitations are governed by the City's Labor Management Relations Ordinance.
 - L. This is the only internal grievance and appeal process available to bargaining unit employees.
 - M. Working day is defined as days that the administrative offices of the City are open for business. Any deadline that falls on a day that the administrative offices of the City are not open for regular business shall extend into the next day that the City Administrative Offices are open for business.

ARTICLE 11. CALL-IN COMPENSATION

When an employee is called in and required to work for an emergency prior to the beginning of the employee's normal work day, or is called back after the conclusion of the employee's normal work day, the employee will be guaranteed the greater of:

Two (2) hours straight time rate on scheduled work days, and three (3) hours straight time rate on non-scheduled work days

Or

Time and one-half (1 ½) for the actual time worked if such hours exceed forty (40) hours actually worked for the week.

Scheduled work day shall mean a day the employee is normally scheduled to work beginning at 12:01 AM through midnight.

Additional calls that occur during the minimum two (2) hours compensated time are included in the two (2) hours paid. A total of thirty (30) minutes travel time to and from the employee's home shall be considered time worked. Time will begin when the employee receives the assignment and must leave for the assignment within fifteen (15) minutes of being called.

Management acknowledges that it is their responsibility to ensure that call-in compensation is not abused by the employee. Any abuse will be subject to disciplinary action up to and including termination.

ARTICLE 12. ON-CALL ASSIGNMENTS

Employees assigned to On-Call status for a period of seven (7) consecutive days will be paid six (6) hours at straight time for the on-call assignment. These hours will not be used for computing overtime compensation. Such employees must be ready and available to respond to deliver City services during the non-duty On-Call assignment. Failure to respond will result in loss of on-call pay and disciplinary action.

ARTICLE 13. REST PERIOD

- A. Bargaining unit employees shall not be required to work in excess of sixteen (16) consecutive hours.
- B. If an employee is required to work sixteen (16) consecutive hours, he/she is guaranteed an eight (8) hour unpaid rest period or an employee may request vacation leave.
- C. If the employee feels that he/she cannot report to work on a designated Emergency and safely perform his/her duties, they shall not be penalized.
- D. If an employee is called out to work a designated emergency after scheduled work hours or on holidays, work shall be paid at time and one half the normal rate of pay, even if the employee works less than forty (40) hours that week.

ARTICLE 14. LABOR MANAGEMENT MEETINGS

- A. The parties will establish a labor management committee. The Committee will meet on an as needed basis, or at least once quarterly to discuss issues of mutual concern that relate to the administration of this agreement. The Union and the Employer will each appoint two individuals to this committee. The individuals will be identified to the other party in writing for each meeting. The date, time and place of such meeting shall be by mutual agreement of the parties.

- B. This committee has no authority to negotiate any changes to this Agreement.

ARTICLE 15. SAFETY

Safety is an integral part of the responsibilities of all employees. The employer will continue to provide healthful and safe working conditions. Employees shall comply with such rules, regulations, and practices as may be prescribed for the conduct of employees in order to provide a safe work environment, in acknowledgment with the City's Safety and Health Policy.* The employee shall notify his/her immediate supervisor immediately of any unsafe or hazardous working conditions or workplace injury or accident. The Employer will take appropriate action to correct unsafe or hazardous working conditions as required by law. The parties will meet to discuss health and safety issues of mutual concern. The time and place for the meetings will be set by mutual agreement of the parties. The Employer, through the Safety Office, will provide safety training on an as needed basis.

*Nothing in the City's Safety and Health Policy shall supersede any provisions and protections afforded to the membership of AFSCME Local 2851 in this agreement.

ARTICLE 16. SAFETY AIDS

The City shall provide Safety Aids needed by employees in the performance of all job related duties. This may include items such as: hard hats, gloves, earplugs, safety glasses, and safety vests.

Rain gear will be provided for employees whose duties are such that they will incur the outdoor elements. Department Directors will determine the type of rain gear needed for their individual department needs, which will be no less than a rain poncho.

A five (5) gallon water container with cold water will be provided to all crews working away from the City facilities.

ARTICLE 17. PERSONNEL RECORDS

- A. The employees' Official Personnel files will be maintained in the Human Resources Office. Employees, or their designee by written authorization, may review the employees' files by appointment during the regular business hours of the Human Resources Office. Such review shall not interfere with the employees' work time and shall be done on the employees' own time.
- B. Employees may obtain a copy of material in their personnel file on an annual basis.
- C. Employees may submit a rebuttal to any material that is placed in the employee's personnel file. Such rebuttal must be submitted within fifteen (15) calendar days of the effective date of the material in question.
- D. Employees may request in writing that letters of commendation or certificates of completion of training be placed in their file. The Human Resources Officer shall determine if such material is appropriate for placement in the employee's file.

- E. The Human Resource Personnel file is the official employment history of the employee and shall not be purged except by order of an arbitrator or judge of competent jurisdiction.

ARTICLE 18. VACANCIES

- A. A vacancy is a vacant budgeted bargaining unit position that the City decides to fill. Such vacancies will be posted within the City organization for a period of five (5) working days. The posting shall contain the title of the position, the qualifications required, and the deadline for individuals to apply. Qualified in-house applicants will be considered before applicants from outside the City organization. All things being equal the in-house applicant will be given preference.
- B. Promotions: Employees shall be considered for promotions on the basis of qualifications, performance, and attendance. All things being equal Department Seniority and then City Seniority shall be given preference.
- C. Employees applying for a transfer will be considered for a transfer in the same manner as employees applying for promotion.

ARTICLE 19. LEAVES

- A. Vacation Leave
Vacation Leave is accrued at the following rates:

1.	0 months – 5 years	8 hours per month
	5 years – 15 years	10 hours per month
	15 years or more	12 hours per month
- B. Upon the death of an employee, from natural or accidental causes, 100% of the employee’s accrued annual leave shall be converted to a cash payment to be paid to the employee’s beneficiary.
- C. Sick Leave:
 - 1. Sick leave will be accrued at the rate of eight (8) hours per month.
 - 2. Holidays which occur during sick leave will not be charged to sick leave.
 - 3. Family Medical Leave. Family medical leave will be handled in accordance with Family Medical Leave Act (FMLA).
- D. Sick Leave Incentive:
 - 1. Full time employees who use four (4) hours of sick leave or less from January 1, through June 30, will receive eight (8) hours of administrative leave to be used within thirty (30) days.
 - 2. Full-time employees who use four (4) hours of sick leave or less for the period of July 1, through December 31, will receive eight (8) hours administrative leave to be used within thirty (30) days.
- E. Bereavement Leave. Emergency annual leave or leave without pay may be granted to an employee to attend the funeral of a relative not included in the “immediate family” group.
 - 1. Employees will be allowed three (3) work days of bereavement leave, in the event of a death in the employee’s immediate family for each instance

where an employee meets the requirements as outlined in this section. Such leave shall be charged to administrative leave.

2. Additional leave may be granted at the request of the employee. This additional leave shall be charged to sick leave. If the employee does not have any available sick leave, the additional leave shall be charged to annual leave.
3. Immediate family is defined as parent, legal guardian, grandparent, spouse, father in-law, mother in-law, children (to include step-children), sister, brother, or grandchild of the employee.

ARTICLE 20. HOLIDAYS

- A. The City Council shall schedule ninety-two hours of holiday leave per year to be designated annually by administrative regulation.
- B. Each employee shall be granted eight (8) hours per year (personal holiday) to be used as personal leave for any reason. The entire eight (8) hours must be used at one time. Personal leave must be used before the last payroll ending in December of each year. If not used during the calendar year, said leave will not be carried into the next calendar year and will be forfeited. Personal leave applies only to regular status employees who have completed their probationary period. Such time shall be scheduled subject to the agreement of the employee and his/her supervisor.

ARTICLE 21. LEAVE WITHOUT PAY

- A. All requests for leave without pay require a recommendation from the department head or his/her designee, and any request for leave without pay requires approval from the City Manager.
- B. Local Union officers and stewards may be allowed leave without pay for legitimate Union business such as Union membership meetings, Union conventions, conferences, seminars, and workshops. Upon approval, the employees shall have the option of utilizing any accumulated vacation in lieu of taking such leave without pay. Such approval shall be considered on a case-by-case basis.
- C. Time taken off as leave without pay, in conjunction with paragraph (B), of this section shall be counted as continuous service for calculating seniority.
- D. AFSCME Local 2851 officers may use up to 160 hours of combined leave without pay per year as needed to administer, educate, and facilitate the needs and responsibilities of the membership. This leave is subject to the staffing requirements of the City.

ARTICLE 22. FURLOUGH, LAYOFF, AND RECALL

- A. Upon determination by the Employer that a layoff or furlough of bargaining unit employees is deemed necessary, the Employer shall prepare and submit to the Union a written plan justifying the need for a layoff or furlough.

- B. Prior to any layoff or furlough, the City Manager will meet and confer with the Union to determine if any other cost-cutting measures can be initiated to avoid the layoff or furlough.
- C. Within seven (7) working days of receipt of a furlough plan, the Union shall develop a list of bargaining unit employees who will voluntarily participate.
- D. Notice: If a layoff or furlough is to be implemented, affected employees shall receive two (2) weeks' written notice.
- E. Wages and Benefits: Upon layoff, laid off employees shall have paid in full all due wages, all accrued annual leave and compensatory time.
- F. Employees will be laid off in reverse order of seniority, based on total years of continuous service with the City of Las Vegas. Employees who accept a lower paying classification as a result of a reduction in work force, will have recall rights to the previous classification held prior to the reduction in work force.
- G. Laid off employees have recall priority over employees applying for a promotion on vacancies within the job classification from which they were laid off.
- H. Employees on layoff status will be given notice of recall according to the following procedure. The City will advise the employee to be recalled by certified or registered mail. Failure on the part of the employee to provide and maintain the correct mailing address will result in the forfeiture of recall rights.
- I. An employee, upon receiving notice of recall will, within five (5) days acknowledge receipt by certified or registered mail or personal service to the Human Resource office advising the City of the date he/she will be available for service. Available date will not be later than fifteen (15) days from the date the employee receives the recall notice. Any employee who fails to meet the deadline identified forfeits all recall rights. An employee shall have six (6) months of recall rights from the date of layoff. The Employer has no further obligation to the employee(s) for recall rights following the six (6) months of layoff.

ARTICLE 23. SCHEDULING WORK AND LUNCH BREAKS

- A. When the Employer is implementing a long-term change (a change of thirty (30) days or more) in work schedule such change(s) will be posted at the appropriate worksite(s) at least five (5) days prior to the effective date of the change.
- B. The City shall allow two (2) fifteen (15) minute breaks per eight (8) hour shift, which shall be taken on paid time. Break time shall be scheduled by management. Breaks shall be taken at the worksite or the nearest location to the worksite that provides a restroom facility.
- C. The Employer shall give each employee a lunch break of at least thirty (30) minutes, not to exceed an hour, on non-pay status. Lunch breaks will be scheduled by the immediate supervisor.

ARTICLE 24. OVERTIME/COMPENSATORY TIME

- A. Overtime: The Employer shall compensate bargaining unit employees at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay for hours

worked in excess of their normal work week or forty (40) hours (hereinafter referred to as “overtime pay”).)

- B. Overtime Scheduling: Each department shall maintain and post a class seniority list. Employees shall be offered overtime work on a rotational basis from that list, the first employee on the list being offered the overtime first. If an employee declines the overtime, the next employee on the list will be offered the overtime, etc., until all the employees on the list have been offered the opportunity to work overtime. If all employees decline overtime work the Employer shall assign overtime on a rotational basis in reverse order of the class seniority list.
- C. Compensatory Time: At the employee’s written request, and the Employer’s approval, an employee may accrue up to forty (40) hours of compensatory time off (hereinafter referred to as “comp time”), at the rate of one and one-half (1 ½) hours for each hour of time worked. This is in lieu of overtime pay. The date the comp time may be used is to be agreed upon by the supervisor and the employee.

ARTICLE 25. TRAINING AND EDUCATION

- A. Conditions for Full City Payment. Training directed and/or required by the City, shall be paid by the City in full and in accordance with State and City travel policies, as defined by administrative regulations.
- B. Conditions for Reimbursement for Job-Related Training. Employees may request City reimbursement toward any training that is not required by the City but is job related. The Department Director may authorize City reimbursement for such training based on how it relates to the employee’s job, the availability of funds for the reimbursement, and provided the training does not interfere with the employee’s job performance. Reimbursement funds must be requested prior to participating in the training.
- C. Amount of City Reimbursement. If the Department Director authorizes reimbursement, the City shall pay up to 75% of the cost of the training, based upon adequate documentation provided the employee shows satisfactory completion of said training.
- D. Employee Obligation. As a condition of receiving reimbursement from the City the employee must:
 - 1. Provide documentation to the Department Director indicating the training has been completed with a passing grade of C or better.
 - 2. Employee(s) shall sign an agreement that if he/she should relinquish his/her position with the City for any reason within one (1) year of the completion of the training, the City’s contribution toward said training for the past year will be deducted from the employee’s final paycheck.

ARTICLE 26. CITYWIDE SAFETY REVIEW COMMITTEE

- A. The purpose of the Safety Committee is to review safety policies and recommend modifications as necessary to the City Manager. The Committee shall meet bi-annually. Management will schedule a meeting in January and July.

- B. In acknowledgment with the City's Safety and Health Policy*, the Safety Committee shall include two bargaining union members.
- C. The AFSCME President shall make his/her appointments of the two bargaining members to the Safety Committee.
- D. Union members may attend safety meetings on paid status.

*Nothing in the City's Safety and Health Policy shall supersede any provisions and protections afforded to the membership of AFSCME Local 2851 in this agreement.

ARTICLE 27. EMPLOYEE PARKING

The Employer will continue to provide employee parking.

ARTICLE 28. MILEAGE AND PER DIEM

Employees required by management to travel out of town to conduct city business will be paid mileage and per diem as required by law. All per diem must be paid to the employees within two (2) weeks of a written request for these funds, and after completion of travel.

ARTICLE 29. DWI/DUI - DRUG AND ALCOHOL ISSUES

- A. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol shall immediately report the incident to his/her Department Director. If the citation is issued on a non-working day, then the incident shall be reported to his/her Department Director on the first workday after the issuance of the citation.
- B. Any employee whose duties and job description require that he/she operate any motorized city-owned vehicle, and who is arrested/cited for Driving While Under the Influence of drugs or alcohol while off-duty, and who does not obtain a limited driver's license pursuant to Section 66-5-35, NMSA 1978 as amended, shall be disciplined as follows:
 - 1. The employee shall be placed on leave without pay on grounds that he/she cannot perform his/her duties as required by the employee's job description until the employee's driver's license has been restored. Restoration of the driver's license must occur within six (6) months from the effective date of the revocation or suspension. Any employee placed on leave without pay pursuant to this section will not receive any City benefits during such absence. Should the employee not have his/her driving privileges restored within six (6) months, the employee shall have provided just cause for termination.
 - 2. If the employee receives a subsequent DWI/DUI citation at any time during employment with the City, the employee shall have provided just cause for termination from employment with the City of Las Vegas.

- C. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol, while operating a City-owned motor vehicle, shall not operate a City vehicle. That employee shall have provided just cause for termination.
- D. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol, while operating a personal motor vehicle while on City time (during the employee's work day), the employee shall have provided just cause for termination. An employee shall be deemed to be on "City time" even while away from regular work hours if he/she is on "on-call" status.

ARTICLE 30. CLASSIFICATION

- A. Consistent with the rights, responsibilities, and obligations of management, the employer will continue to prepare and maintain a Classification Plan which provides for groupings of positions within the City structure. Such classifications are based on the duties, scope of responsibilities, and qualifications.
- B. Employees will be provided a copy of any changes that are made to their job description. Nothing shall prevent the employee or the Union from bringing issues related to the employees' job description to the attention of management.
- C. Employees will not be required to perform duties that are not related to the employee's assigned classification as a regular assignment. Employees may be required to perform job related duties as necessary or assigned by their supervisor. Qualified employees assigned by their supervisor to perform duties for a higher classification will be paid within the pay range of the higher classification.

ARTICLE 31. STATE CERTIFICATION

- A. The City will continue the current practice and policy of paying for annual certification and examination fees up to a maximum of two examinations for each certification level. Should such examination take place during the employee's regular work hours, time required for testing and reasonable travel time and vehicle will be given.
- B. Employees required to maintain a state certification as a condition of continued employment will receive mileage and per diem in accordance with the state law when required to travel out of town to take the required training and/or exams.

ARTICLE 32. RESIGNATION

An employee wishing to resign employment with the City of Las Vegas in good standing shall submit his/her resignation fourteen (14) calendar days prior to the effective date of the resignation. Once a resignation is submitted, an employee may request to withdraw his/her resignation by submitting the request in writing within forty-eight (48) hours. Upon mutual agreement of the parties, the forty-eight (48) hours standard may be waived.

ARTICLE 33. NEGOTIATING PROCEDURE

Negotiations and impasse resolution will be conducted in accordance with Chapter 48. Labor Management Relations of the City of Las Vegas Code.

ARTICLE 34. NEW EMPLOYEE ORIENTATION

The employer shall provide to the Union a list of all AFSCME eligible employees prior to the completion of the employee's six month probation.

The notification will be sent via email to the Union President or his/her designee.

The Union may then schedule a time to meet with the Union eligible employee on non-work time.

ARTICLE 35. BENEFITS

- A. Medical: The City will pay 75% of the premium for those employees who choose to participate and the employee will pay 25% of the premium.
- B. Life Insurance: The City will continue to provide the current coverage.
- C. The City will continue to pay its share of the medical insurance premium as required by the Family Medical Leave Act as it relates to employees on approved leave.

ARTICLE 36. INCREMENT PAY/LONGEVITY

The longevity increment pay shall continue for the duration of this agreement. Longevity increment pay will be paid at \$0.07 increase to the employee's regular hourly rate of pay on the employee's anniversary date.

ARTICLE 37. COMPENSATION

Effective the first full pay period after ratification and signature of the Agreement or resolution of impasse, whichever is later. All bargaining unit employees will receive a seventy-five (\$0.75) increase to the employee's regular hourly rate of pay.

ARTICLE 38. CLOTHING ALLOWANCE/REPLACEMENT

For the period of this Agreement, the clothing replacement shall be administered in accordance with Administrative Regulations. The employer will provide the following every two (2) years:

- Five (5) pants
- Five (5) duty shirts
- One (1) pair of safety footwear which meets or exceeds ASTM F2413-17 standards

- One (1) waterproof winter or summer jacket

The employer will provide one (1) winter or summer coverall as required by the employee's job description every two (2) years.

Uniform items are not intended to be worn outside of work. If the employee can demonstrate to the director that a uniform item was damaged in the line of duty, the employer may replace it. A clothing allowance of \$150.00 will be paid in the off year for replacing damaged and/or worn uniforms.

All employees issued a uniform shall wear the complete uniform during working hours with the exception of the jacket and maintain a professional appearance.

ARTICLE 39. WHOLE AGREEMENT

- A. The parties acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and not removed by law, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. For the life of this Agreement, each party waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement. However, the matters within this Agreement may be amended during the term of this Agreement by mutual written agreement or Memorandum of Understanding (MOU).

ARTICLE 40. GENERAL SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be declared invalid by the Labor Management Relations Board and/or any court of competent jurisdiction, the validity of the remaining portions shall not be affected and shall remain in full force.

Should this occur, either party, within ten (10) days may request in writing, to meet to negotiate a suitable provision to replace the provision held invalid.

ARTICLE 41. TERM OF THE AGREEMENT

This Agreement shall become effective upon ratification and signature of this Agreement or upon resolution of impasse, whichever is later, and shall remain in full force and effect through June 30, 2021. Either party may request the reopening of negotiations. The parties may reopen of negotiations on Article 37, Compensation, and two (2) other articles identified by each party filing written request to open negotiations no later than January 15th of each year the contract is in effect. Negotiations for a successor full collective bargaining agreement will occur upon written request by a party filed no later than January 15, 2021.

Each party will be provided an electronic copy of the Contract in “Word” format.

ARTICLE 42. AUTHORIZED SIGNATURES AND ATTEST

IN WITNESS WHEREOF, the parties have executed the amendments to this Agreement on this

____ day of _____, 2018.

Tonita Gurulé-Girón, Mayor Date

Ann Marie Gallegos, Interim City Manager Date

Abraham Maestas, AFSCME Local 2851 President Date

ATTEST:

Cassandra Fresquez, City Clerk Date

Approved as to legal sufficiency only:

Esther Garduno-Montoya, City Attorney Date

Regular or Special

CITY COUNCIL MEETING AGENDA REQUEST

DATE 12/03/2018

DEPT: Finance

MEETING DATE: 12/ /2018

ITEM/TOPIC: Salary increase for all non-bargaining unit employees.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of a salary increase of seventy five cents (.75) to all non-union bargaining unit employees who have successfully completed a 6 month probationary period to include part-time employees with at least one year of continuous employment with the City of Las Vegas.

BACKGROUND/RATIONALE: The proposed increase is commensurate with increases to AFSCME and IAFF employees.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Madam Mayor Tonita Gurulé-Girón

TO: Mayor and Council
FROM: Interim City Manager, Ann M. Gallegos *AMG*
Interim Finance Director, Tana Vega *TVega*
RE: Salary increase for all non-bargaining unit employees
DATE: December 3, 2018

We are submitting a formal request to approve/disapprove a salary increase of seventy-five cents (.75) for all non-bargaining unit employees who have successfully completed a 6 month probationary period. This recommendation includes part-time employees with at least one year of continuous employment with the City of Las Vegas.

There are approximately 160 non-bargaining unit employees in this category. The cost for these employees is approximately \$124,000. This cost will be distributed and shared by General Fund, Enterprise Funds, and Housing. Non-bargaining unit employees, AFCME members and IAFF members have not received a pay raise in two years.

This salary increase, if approved by Mayor and Council, would be effective the first full pay period thereafter.

Respectfully submitted.

David Ulibarri
Councilor Ward 1

Vince Howell
Councilor Ward 2

Barbara Perea-Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4