

**AGREEMENT**  
**between**  
**THE CITY OF ALBUQUERQUE**  
**and**  
**COMMUNICATIONS WORKERS OF AMERICA (“CWA”)**  
**regarding**  
**ALBUQUERQUE COMMUNITY SAFETY DEPARTMENT (“ACS”)**

Collective Bargaining Agreement  
Effective March 8, 2024  
Ending June 30, 2027

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## **ARTICLE 1 SCOPE & RECOGNITION**

### **1.1 Scope**

This Agreement is made by and between the CITY OF ALBUQUERQUE, Albuquerque, New Mexico, hereinafter called the "City", and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter called the "Union". For the purposes of this Agreement, "bargaining unit employee" or BUE shall mean any City employee recognized by the City as part of the "bargaining unit", "BU," represented for the purposes of collective bargaining by the Union. "Member" shall mean a dues paying member of the BU. For purposes of this Agreement, the ALBUQUERQUE COMMUNITY SAFETY DEPARTMENT, hereinafter will be called the "Department" or "ACS".

### **1.2 Recognition**

The City of Albuquerque recognizes the Communications Workers of America as the exclusive representative for all non-probationary Behavior Health Responders 1 & 2 (BHR 1& BHR 2), Community Responders (CORA), and Street Outreach Resource Coordinators of ACS who may join a labor organization under both PEBA and the City's Local Ordinance. In the event a final, written order of the applicable Labor Board alters the scope of the bargaining unit, the City and the Union will meet to negotiate any changes to the contract necessitated by the order.

The City shall designate a Department Point of Contact ("DPC") for Union matters. The Union shall provide that person with a list of authorized Union representatives and provide notice as required or the Union deems warranted. The Union will designate a Union Point of Contact ("UPC").

### **1.3 Union Officials & Points of Contact**

The Union shall provide the City with the names and contact information of union officials as warranted to administer this Agreement.

Each Party shall designate a "default" Point of Contact ("POC") for labor matters, and provide contact information for that point of contact; different points of contact may be designated for specific matters, such as the Labor-Management Committee ("LMC") and notice for changes to City Rules and Regulations.

## **ARTICLE 2 GENERAL LABOR/MANAGEMENT PROVISIONS**

### **2.1 Payroll Deduction for Dues**

**2.1.1** The Union will provide members' dues deduction forms.

**2.1.2** The City shall, for the duration of this Agreement and for any employee, who submits authorization thereof, deduct from such employee's pay for each pay period the pro rata amount of each month's Union dues in an amount specified by the Union.

**2.1.3** The City shall pay the amount withheld to the Union.

**2.1.4** The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result of any conduct taken by the City for the purpose of complying with this Section.

**2.1.5** All authorizations for deduction mentioned in this Article shall continue until the following occurs: Employees may revoke their Union dues deductions during the last ten (10) calendar days of March; a copy of such a revocation request must contain the employee's signature. It is the employee's responsibility to submit the request to the Union. The Union will sign the document and have the employee submit the request to the Payroll Office. The revocation shall be effective on the next full pay period, but no more than thirty (30) calendar days from the submission of the form to the Payroll Office.

## **2.2 COMMITTEES**

The Parties agree to a Labor-Management Committee ("LMC" or the "Committee") which consists of two BUEs appointed by the Union President and one person from management appointed by the Director. The Committee does not conduct negotiations, but may make recommendations or solve issues when representatives, with decision making authority, from each Party are present. Decision making is not by vote, but interest based. The Committee may address any workplace issue, including permissive subjects, other than grievances and Prohibited Practice Complaints ("PPCs"). The Union President and Department Director may attend at any time, or send a designee; the Parties may agree to others observing or participating. The Committee will meet quarterly or more often as the appointees all agree. The agenda shall include workplace health and safety, and any other issues sent five (5) City Business Days in advance by and to the Appointee(s), or agreed to by the Parties. The Union President and Department Director may delegate any action or attendance. The Parties may agree to other ad hoc committees.

## **2.3 UNION RIGHTS**

### **2.3.1 Reasonable Access**

The following terms from the Public Employee Bargaining Act are incorporated to be part of this Agreement.

**2.3.1.1** A public employer shall provide an exclusive representative of an appropriate bargaining unit reasonable access to employees within the bargaining unit, including the following:

1. for purposes of newly hired employees in the bargaining unit, reasonable access includes:

- (a) the right to meet with new employees, without loss of employee compensation or leave benefits; and
- (b) the right to meet with new employees within thirty days from the date of hire for a period of at least thirty (30) minutes, but not more than one hundred twenty (120) minutes, during new employee orientation; or, if the public employer does not conduct new employee orientations, at individual or group meetings; and

2. for purposes of employees in the bargaining unit who are not new employees, reasonable access includes:

- (a) the right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and
- (b) the right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods, and during any other break periods.

**2.3.1.2** A public employer shall permit an exclusive representative to use the public employer's facilities or property, whether owned or leased by the employer, for purposes of conducting meetings with the represented employees in the bargaining unit, or the Union may hand out Union literature outside City buildings or in City break rooms with notice. An exclusive representative may hold the meetings described in this Section at a time and place set by the exclusive representative. The exclusive representative shall have the right to conduct the meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees. The City shall furnish a bulletin board (or an electronic screen) in all ACS Buildings for Union literature that is not political, defamatory, or discriminatory.

**2.3.1.3** The meetings described in this Section shall not interfere with the public employer's operations.

**2.3.1.4** If a public employer has the information in the employer's records, the public employer shall provide to the exclusive representative, in an editable digital file format agreed to by the exclusive representative, the following information for each employee in an appropriate bargaining unit:

1. the employee's name and date of hire;
2. contact information, including:
  - (a) cellular, home, and work telephone numbers;
  - (b) a means of electronic communication, including work and personal electronic mail addresses; and

- (c) home address or personal mailing address; and
- 3. employment information, including the employee's job title, salary, and work site location.

**2.3.1.5** The public employer shall provide the information described in Subsection 2.3.1.4 of this Section to the exclusive representative within ten (10) days from the date of hire for newly hired employees in an appropriate bargaining unit, and every one hundred twenty (120) days for employees in the bargaining unit who are not newly hired employees. The information shall be kept confidential by the labor organization and its employees or officers. Apart from the disclosure required by this Subsection, and notwithstanding any provision contained in the Inspection of Public Records Act, the public employer shall not disclose the information described in Subsection 2.3.1.4 of this Section, or public employees' dates of birth or social security numbers to a third-party.

**2.3.1.6** An exclusive representative shall have the right to use the electronic mail systems or other similar communication systems of a public employer to communicate with the employees in the bargaining unit regarding:

- 1. collective bargaining, including the administration of collective bargaining agreements;
- 2. the investigation of grievances or other disputes relating to employment relations; and
- 3. matters involving the governance or business of the labor organization.

**2.3.1.7** Nothing in this Section prevents a public employer from providing an exclusive representative access to employees within the bargaining unit beyond the reasonable access required under this Section, or limits any existing right of a labor organization to communicate with public employees.

## **2.3.2 Leave without Pay for Union Matters**

Annually, up to two (2) union officers may be granted time off from their normal duties without pay to attend conventions, conferences, seminars, and Union meetings if such leave is approved. BUEs may be granted time off without pay from their normal duties to attend other Union meetings, conferences, trainings, and seminars not to exceed four and a half (4 1/2) work days per year.

PERA contributions, leave accruals, and other benefits do not, or may not, apply when an employee is on approved Leave Without Pay.

## **2.4 Management Rights**

The sole and exclusive rights of management shall include the following:

1. Determine qualifications for employment, hiring, and orientation process(es), and the nature and content of personnel examinations.
2. Direct the work of, hire, promote, fill vacancies, assign, coach, evaluate, transfer, layoff, recall, demote, suspend, dismiss, or otherwise discipline Employees.
3. Determine the size, schedule including overtime, and composition of the work force.
4. Formulate financial and accounting procedures.
5. Make technological or service improvements, so long as notice of the improvements is provided to the Bargaining Agent at least five (5) City Business Days (“CBD”) before implementation, and thereafter the issue is referred to the LMC.
6. Relieve an Employee from duties because of lack of funding or other uncontrollable legitimate reason, so long as consistent with Article 7 of this Agreement, Furloughs, Layoff, RIF & Recall.
7. Determine mission, methods, means and personnel by which the City’s business is to be conducted by employees and others.
8. Determine the building location and physical operation of its organization.
9. Adopt and implement rules and regulations, policies, procedures, and other directives governing the conduct of Employees, consistent with Article 2.7 of this Agreement and Article 300 of City Rules and Regulations,.
10. Adopt and implement standards and rules for Employees’ safety, consistent with Article 23.2.3 and Section 300 of City Rules and Regulations.
11. Determine scheduling consistent with Articles 20 and 21 of this Agreement Work Week and Work Hours.
12. Take actions as may be necessary to carry out the mission of the City in emergencies.
13. Take actions as may be necessary to maintain or achieve compliance with laws or regulations.
14. Additionally, the Parties agree that the City retains Management Rights as set forth in the PEBA § 10-7E-6 and in the LMRO § 3-2-5.

## **2.5 Electronic Systems**

**2.5.1** Employees cannot be compelled to use their personal cell phones for conducting City business although the City may attempt to contact employees on their personal communication devices for business related purposes.

**2.5.2** The City, including the Department, utilize electronic systems such as Computer-Aided Dispatch (“CAD”), Global Positioning System (“GPS”), and Intrepid in its operations. The City may take steps to corroborate data from such systems with additional supporting evidence, but may rely solely on data from electronic systems for investigations, coaching, and discipline (among other purposes such as allocation of resources, training, and policy development). If the City imposes discipline on a BUE, then the Union may grieve the discipline and contest the accuracy of any data from electronic systems, or the absence of corroborating evidence, but may not contest the City’s reliance, in itself, on data from electronic systems.

## **2.6 Information Requests**

**2.6.1** In any grievance (including arbitration), or proceeding in the Labor Board and Personnel Board, the Parties will respond to discovery requests within fifteen (15) City Business Days or at least ten (10) City Business Days before any applicable hearing, whichever is sooner, at no cost. This agreement is in addition to any discovery allowed by an applicable forum, but may not be used beyond a forum's close of discovery or other deadlines set by the forum. Any dispute about discovery including limits shall be decided by the forum.

**2.6.2** In addition, the Parties agree that the City has the duty to provide, upon request, any relevant information necessary to negotiate, administer, and police the CBA, and to fairly and adequately represent all collective bargaining unit employees ("CBA Requests"). This provision applies during investigations, but may not delay or obstruct the process, or extend deadlines unless by mutual agreement. Relevant information is data which makes a fact at issue more or less probable to be true or false. The City has no duty to generate information or documents in response to Union requests that it does not already possess. The City of Albuquerque Central Human Resources Department will be copied on all CBA Requests. Instead of providing information, the City may timely raise an affirmative defense that the information is confidential or privileged based on either the Employer's interests or employee's interests. The City will respond to non-litigation requests within fifteen (15) City Business Days at no cost. The Union may rebut the assertion of a defense in the forum, and the Parties may settle the issue including through redactions.

**2.6.3** Information requests outside of litigation discovery and CBA requests will be made pursuant to the New Mexico Inspection of Public Records Act ("IPRA").

## **2.7 City Rules and Regulations, Department Directives**

**2.7.1** The Department Point of Contact will notify by email the Union's Bargaining Agent changes to City Rules and Regulations, and Department Directives. The Notification will attach the changes in redline or equivalent, and whether the City believes the changes fall with Management Rights as set forth in Section 2.4 of this Agreement or Section 3.2.5 of the LMRO. The Bargaining Agent is responsible to notify other union officials and bargaining unit members.

**2.7.2** The Union may request bargaining only when:

- 1.** City Rules and Regulations regard a subject outside of Management Rights; or,
- 2.** Departmental Directives regard a subject outside of Management Rights, and also the proposed changes affect the health and safety of the employees.
- 3.** As provided in Article 2.4, Management Rights.



**2.7.3** Measured from the date of notice, the Union will have ten (10) calendar days (rolling forward to the next business day if necessary) to reply all to the Notice that the Union requests to bargain. The Union waives the right to bargain if the required reply all email is not sent within the time period, and then the City's proposed changes may be implemented.

**2.7.4** The Union will make good faith efforts to inform the DPOC, before ten (10) calendar days elapse, that the Union agrees to implementation, and any such agreement may be stated without reasoning, and is without prejudice as to later proposals.

**2.7.5** If the Union timely sends the required email, then from the day of the City's initial notice, the Parties will, within ninety (90) calendar days, reach an agreement or provide Last, Best, and Finals (LBF) and initiate the impasse arbitration process. Either party may initiate the impasse arbitration procedure. If arbitrability is disputed, for some or all issues, the Parties shall ask the Arbitrator to determine the issue(s) before the merits.

**2.7.6** The City's negotiations do not waive, but rather preserve, its position as to whether the subject is properly a subject of bargaining under Article 2.4 of this Agreement. The City will disclose position and a summary of its reason(s) upon Union request. At impasse arbitration, the City may present to the Arbitrator for determination its position regarding whether the subject is properly a subject of bargaining under Article 2.4; and the Union may present its position. The cost of Arbitration is split 50/50, and the Arbitrator shall select one of the Parties' LBF Offers consistent with the New Mexico Public Employee Bargaining Act ("PEBA") and the City's Labor-Management Relations Ordinance ("LMRO").

**2.7.7** Without precedent, the City and Union may: provide notice to more persons and by more methods of delivery; agree to a different process; implement an interim rules and regulations/policy; extend timelines; and/or, waive impasse arbitration.

**2.7.8** If the City does not provide notice of proposed changes, which are a proper subject of bargaining under this Article, then the Union may challenge the changes under this CBA or applicable law.

### **ARTICLE 3. OCCUPATIONAL HEALTH and SAFETY**

**3.1 Emergency Transportation.** An employee who suffers an on-the-job injury or illness and requires immediate emergency care shall be transported to a treatment facility at no expense to the employee as part of a worker's compensation claim.

**3.2 Injury Time.** Included in this Agreement are City Rules and Regulations, Injury Time, Section 401.10 (February 1, 2001, pages 400-14 to 400-16).

### **ARTICLE 4. VACANCIES, UPGRADES & PROBATION**

**4.1 Vacancies.** Although the application process will be simultaneous, bargaining unit employees will be seriously considered for bargaining unit positions in preference to outside applicants provided they are qualified by the Department and the Human

Resources Department, on the basis of qualifications, fitness, performance, and attendance on the job.

## **4.2 Temporary Upgrades.**

**4.2.1** A BUE may volunteer (or respond to an offer to volunteer) to work in a different job position, defined as a position with a different job description, by sending a resume to the Department Human Resources. From the volunteers, the City may assign a volunteer to a temporary assignment, including outside the bargaining unit, for up to ninety (90) calendar days, unless extended by mutual agreement of the employee and the City. When a BUE has a temporary assignment, the Employer shall select an employee based on qualifications, with seniority considered. Pay for a temporary assignment will apply for all time worked in the temporary assignment.

**4.2.2** The Parties agree that: pay for a temporary assignment is limited by law (pay equity); applicable parts of Rules and Regulations Section 700 are currently suspended; until new Rules and Regulations are proposed and bargained BUEs performing a temporary assignment shall be paid at least the minimum rate for the position which is the temporary assignment; the Parties will bargain consistent with this Agreement those portions of Rules and Regulations when proposed.

## **4.3 Classification/Probationary Period**

### **4.3.1 MSO Classification**

Bargaining Unit Employees shall be classified. Subjects related to job classifications may be considered by the LMC.

### **4.3.2 Probationary Period**

The probationary period, as set forth in the City's Rules and Regulations, for all employees filling a bargaining unit position, is one (1) year from the start date of an employee with the Department, unless provided differently below.

1. A City employee transferring into a bargaining unit position will serve a probationary period the longer of the following: twelve (12) months from the date of hire, or, six (6) months from the date of transfer.
2. After the effective date of this Agreement, no employee in the probationary period may be promoted, and an employee promoted after completion of the probation period will not serve a second probationary period.
3. An employee hired before the effective date of this Agreement, and not promoted during the probationary period, will have a one (1) year probationary period from the date of hire.
4. An employee hired and promoted during the probationary period, and both occurred before the effective date of this Agreement, will serve a probationary

period the shorter of the following: twelve (12) months from the date of promotion, or, six (6) months from the effective date of this Agreement.

## **ARTICLE 5. PERSONNEL FILES and RECORDS**

- 5.1 The employee's permanent file will be maintained in Central Human Resources. The Department may maintain a supplemental file, with documents such as discipline held in abeyance (and discipline never resulted) and documentation of coaching/counseling. Supervisors may keep a file, which may be as informal as notes, about employees which may not be reviewed by the employee or Union unless and until the file (by a current or past supervisor or both) are relied upon for evaluation or discipline.
- 5.2 A copy of an employee's performance evaluation or disciplinary action shall be presented to the employee for review and signature prior to being placed in the employee's personnel file.
- 5.3 An employee shall be permitted to review the contents of their Department Central Human Resources' file during normal work hours. Reasonable requests for copies of documents in the file shall be honored.
- 5.4 An employee shall have the right to submit written responses to documents that are placed in the employee's Central Human Resources' file if the employee was not aware that the document was placed in the Central Human Resources' file.

## **ARTICLE 6. INVESTIGATIONS, DISCIPLINE, GRIEVANCE & OTHER APPEALS**

### **6.1.1 Time & Definitions**

- 1. "Days" means calendar days.
- 2. "City Business Days" or "CBD" means days which the City is open for business.
- 3. The day of an event is not included when calculating time. If a deadline falls on a day which is not a CBD, the deadline is 5:00 p.m. the next CBD.
- 4. Time periods or deadlines may be extended by agreement of the applicable Union and City representatives, provided an email or other writing memorializes the extension.
- 5. IE is the investigated/disciplined employee(s).
- 6. UR is the Union representative(s).
- 7. CR is the City representative(s).

### **6.1.2 Settlement**

At any point the Parties may reach a settlement about the matter being investigated and discipline, including the IE proposing their discipline. In a non-discipline grievance under Section 6.1.10 of this Agreement, brought by an employee without Union representation, only, the Union must review any settlement within five (5) CBDs of receipt by email, and the Union may reject the settlement only if the settlement violates express terms of this Agreement.

### **6.1.3 Changes to the Process are Non-Precedential**

All extensions, settlements, and other decisions about the process, whether mutual or unilateral within the discretion of a Party, are non-precedential. The UR and CR are encouraged to jointly determine a date certain for deadlines by email.

### **6.1.4 Union Representation & Parties' Cooperation**

Employees have the right to Union representation in meetings the employee reasonably believes may lead to discipline. The City will schedule cooperatively with the UR, delay a meeting up to one (1) hour for the UR, and the UR may be in person, by phone, or by virtual means. The UR may caucus with the employee(s) outside the CR for reasonable periods. The IE and UR may not unreasonably impede or delay the process, which may be cause for discipline. The employee may decline Union representation, and if the employee does so then the UR may observe or be informed.

### **6.1.5 Notice & Communication**

Communication may be by email, voice, or text. Notice is effective upon receipt by email (whether or not read) or in person, with an attachment as applicable, to the person(s) designated which may include the DPC, UPC, IE(s), UR & CR. For meetings susceptible to scheduling, two (2) CBDs advance notice is adequate. Where applicable, Notice includes the substantive document indicated (for example a Notice of Instruction (“NOI”), Notice of Contemplated Action (“NCA”), Notice of Final Action (“NFA”) or grievance) and the following process(es) is limited to the scope of issues raised in the document. Notice may be a summary, but must be adequate to allow each Party to investigate the allegation and provide settlement proposals. Although Notice may be supplemented, the supplementation may not enlarge the scope of issues.

### **6.1.6 Reporting Misconduct**

The Parties agree that employees are encouraged to report any misconduct, however, BUEs shall report all suspected instances of violence, child abuse, elder abuse, sexual assault or misconduct, discrimination, or on the job drug or alcohol use.

### **6.1.7 Discipline & Instruction/Coaching**

**6.1.7.1** The City may impose discipline only with just cause.

**6.1.7.2** Discipline is: a written reprimand, suspension without pay, demotion, and ending employment. Leave With Pay is not discipline. Other City actions are instructions or coaching, may be memorialized in writing, and are not grievable at the time so long as the City action does not result in a tangible and material change in compensation – the possibility of future discipline is not a tangible and material change in compensation.

**6.1.7.3** A BUE may request a Union representative be present for meetings involving discipline, Letters of Instruction, and written or other formal coaching. The UR may caucus with the BUE and ask clarifying questions during the meeting. The UR may not interrupt or obstruct the meeting, may not unreasonably delay the meeting, and may not attempt to rebut the City’s position in the meeting.

**6.1.7.4** The Parties agree that progressive discipline is encouraged, when appropriate, however, some violations of policies and procedures, or continued negative behavior or performance may be of such serious nature that immediate suspension or discharge may be appropriate depending on severity of misconduct, the effect on others, past instruction, and other circumstances.

**6.1.7.5** The Parties agree that discipline should be consistent for the same or similar conduct; however certain circumstances may warrant proper differentiation. Therefore, discipline imposed in any circumstance is not precedential.

**6.1.7.6** By mutual agreement, discipline may be held in abeyance. Abeyance is the deferral of discipline for a period of time up to six (6) months; which is void if the employee complies with the terms of abeyance (generally refraining from the same or similar conduct); or, discipline agreed to in the abeyance is imposed if the employee does not comply with the terms of the abeyance.

## **6.1.8 Investigations, Recommendations**

**6.1.8.1** The City may conduct investigations in its discretion for purposes other than BUE discipline.

**6.1.8.2** The City may decide to investigate employee conduct, including determining the investigator and scope, before imposing discipline. The City may seek recommendations for the discipline to be imposed (if any) before doing so. The City determines the person who will be the CR at a “*Loudermill*” meeting or Pre-Determination Hearing (“PDH”).

## **6.1.9 Process & Timelines**

**6.1.9.1** For all other investigations which may result in discipline, the following process and timelines apply and the City may not impose discipline if these timelines are not met. If the timelines are not met, the City may complete and document the investigation for other purposes including future personnel actions. If law enforcement, a prosecutor, or a court requests or compels suspension of a Department investigation, the City may suspend the investigation and inform the Union. Otherwise, if a parallel process warrants a suspension of a Department investigation, the Union will not unreasonably deny a request to suspend the investigation; and if the Union denies a request to suspend, then the Union may not base a grievance on processes and facts not obtained.

1. Notice of a NOI or NCA shall be within fifteen (15) CBDs of when the IE’s chain of command knew or reasonably should have known of the alleged misconduct and alleged offender(s).

2. Notice may be provided to only a Union Official, if Notice to employees would compromise the investigation.
3. If an investigation occurs, a NCA shall be within ninety (90) Days. If an investigation ends and the City decides discipline will not be contemplated, then the City will issue a Notice of Close of Investigation, but the only remedy for the failure to do so will be the issuance of the Notice.
4. The NCA shall state when the PDH will occur, and the PDH (or equivalent opportunity) shall be within forty (40) Days of the NCA.
5. The NFA shall be within twenty (20) Days of the PDH.

**6.1.9.2** When possible, the Parties encourage the process to be informal and prompt, so long as the IE and UR receive the NCA including an opportunity to respond.

**6.1.9.3** The NCA shall include:

1. Summary of the conduct alleged to have occurred.
2. Summary of the evidence.
3. Notice of the proposed discipline.

(a) The City is discouraged from using template language for 1-3.

(b) The proposed discipline should be substantially similar to the following:  
“Should the allegations be substantiated by the evidence, or if this Notice is not contested, then Management would propose a discipline of \_\_\_\_\_. You or the Union may propose a lesser discipline.”

**6.1.9.4** The discipline imposed, if any, after the NCA may be lower, but not higher than the discipline specified, unless new facts are discovered and specified in the NFA.

**6.1.9.5** On or any time after the PDH or *Loudermill* opportunity, the date stated in the NCA, the City may impose discipline even if the IE has failed to appear. The IE may respond to the NCA in writing or verbally or both. After the PDH or *Loudermill* opportunity, the City may (but need not) consider any information provided by the IE or UR.

## **6.1.10 Grievances and Other Appeals**

Acknowledging the various forums provided under City Ordinance and State law, the Union may grieve or appeal an alleged violation of this Agreement, as follows.

### **6.1.10.1 Selection of Forum for Discipline Appeal or Grievance**

The UR/IE shall provide Notice of its selection of one of the following forums within fifteen (15) Days of the NFA:

1. City Personnel Board.
2. City Labor Board (or, the New Mexico Public Employee Labor Relations Board (“PELRB”) if the City Labor Board ceases to exist and the PELRB has jurisdiction to hear the subject).
3. Grievance Process as set forth herein.

The rules and procedures of the selected forum exclusively apply after Notice. The Notice is not the initiation of a claim in the City Boards; but simple Notice that Grievance is selected is adequate so long as the Grievance later provided is timely and adequate.

### **6.1.10.2 Scope and Contents of Grievance**

**6.1.10.2.1** Subject to the selection of a forum, the Union may grieve any violation of this Agreement.

**6.1.10.2.2** The Grievance shall include:

1. The employee's name, department, position, and immediate supervisor.
2. Summary of the alleged Agreement violation including citation(s) to articles/sections.
3. Summary of the Union's argument.
4. The proposed remedy.
5. The NFA if the Union possesses it.

The Union is discouraged from using template language for 2-4 above.

**6.1.10.2.3** The Union may grieve the City's discipline; and also any past employee conduct relied upon by the City for the imposition or severity of discipline so long as the past conduct was not a factual basis for previous discipline which was grievable.

**6.1.10.2.4** Because progressive discipline is not promised, the Union may grieve the proportionality of discipline. Because discipline is not precedential, the Union may allege that unlawful discrimination or bias was the basis of discipline. Because the City has discretion over whether and how to investigate and reach a Final Action, the Union may grieve the process the City decides to utilize.

### **6.1.10.3 Grievance Procedure**

The Grievance procedure under this Agreement has the following process and timelines.

1. **Step 1:** Notice of the Grievance to the ACS Director within fifteen (15) CBDs, with courtesy copies to the DPC, Department Human Resources, Labor Relations, and the applicable Deputy Director (for instance, in the chain of command). The Director may delegate to any person in her Department the authority to hear and decide the Grievance.

Notice of the Step 1 Decision within fifteen (15) CBDs, and the Grievance is denied if a Decision is not provided.

2. **Step 2:** Notice of the same Grievance to the Central Human Resources Director, with courtesy copies to the DPC, Department Human Resources, Labor Relations, within ten (10) CBDs from the earlier of the Step 1 Decision, or the expiration of the fifteen (15) CBDs for the Decision. The Central Human Resources Director may delegate to any person outside the Department the authority to hear and decide the Grievance.

Notice of the Step 2 Decision within ten (10) CBDs, and the Grievance is denied if a Decision is not provided.

3. **Arbitration:** Notice of Arbitration within the scope of the same Grievance within forty-five (45) CBDs from the earlier of the Step 2 Decision, or the expiration of the ten (10) CBDs for the Decision. The Notice will be sent to the DPC and the Department Director of Human Resources; the Notice shall include a submission to the FMCS, such as the R43 or a Request to Strike a Panel.

#### **6.1.10.4 Arbitration**

Except as follows, the FMCS rules and procedures, or Arbitrator decisions, exclusively apply after Notice.

1. The Panel provided by FMCS shall be struck as is customary, including alternating the first strike.
2. Arbitration is limited to the scope of the Grievance.
3. If Arbitrability is disputed, for some or all issues, the Parties shall ask the Arbitrator to determine the issue(s) before the merits.
4. The decision of the Arbitrator shall be based upon the facts established by the testimony and documents presented to her.
5. The Arbitrator's Decision is limited to "Impasse Resolution" as provided in PEBA (10-7E-18) and the LMRO (3-2-15). During the deadline for Notice of Arbitration the Parties shall provide each other with LBF offers to settle the Grievance. LBFs may include changes to language in this Agreement and other terms. The Arbitrator shall select between these LBFs. Once an LBF is sent it may not be modified or amended.
6. The Parties may settle on mutual terms after LBFs are exchanged.
7. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement, but may give appropriate interpretation or application to such terms.
8. Each party shall pay one-half (1/2) of the Arbitrator's fees and expenses.
9. The Arbitrator's Decision shall be final and binding upon the Parties subject to applicable law; New Mexico's Uniform Arbitration Act, 44-7A-1, *et. seq.*, is applicable to compel and enforce Arbitration, but the Parties agree such procedures be brought only in the Second Judicial District Court, County of Bernalillo.

### **ARTICLE 7 FURLOUGHS, LAYOFF/ REDUCTION IN FORCE AND RECALL**

- 7.1 The City will provide for Union input prior to any layoff and recall including alternatives to the proposed layoff/furlough.
- 7.2 When it becomes necessary to have a reduction in the City's work force, employees



will be laid off in reverse order of total permanent continuous City service (seniority) applied to the present classification held. Laid off employees have the responsibility of keeping the City informed as to their correct mailing address.

- 7.3** An employee with previous experience in a bargaining unit classification displaced by a reduction-in-force and who faces a layoff or displacement may “bump” an employee with less City seniority in the employee’s current or previous classification if the employee is qualified. The Human Resources Department shall determine whether the employee is qualified. Where a layoff or displacement occurs which requires an involuntary transfer of a senior employee, that employee shall be assigned to the vacant position created by the layoff of the most junior employee in the same classification citywide. The “bumped” individual will be laid off and have no bumping rights within the City, if the employee has less than two (2) years of City seniority.
- 7.4** Employees, except for employees paid from federal, state, or private funds, will be given a fifteen (15) CBDs notice prior to being placed on layoff status.
- 7.5** When layoffs and downgrades have occurred as a result of a reduction in work force, employees will be given preference in filling vacant positions in the following order:
- 7.5.1** First preference will be given to employees who held the classification of the now vacant position and were downgraded in classification. This preference will be applied in seniority order.
- 7.5.2** Second preference will be given to employees who were laid off and who have previously held the classification of the vacant position. This preference will be applied in seniority order
- 7.5.3** Third preference will be given to employees on layoff who qualify for the vacant position, but have not previously held the classification. This preference will be applied in seniority order.
- 7.6** Prior to the layoff of a bargaining unit employee, temporary, seasonal, or student employees who occupy bargaining unit positions affected by the reduction in force shall be laid off first unless the City identifies a need that cannot be met by the bargaining unit employee. No new employees shall be hired into the bargaining unit until all laid off qualified employees have been given an opportunity to return to work.
- 7.7** Subject to Subsection 7.7.4, employees on layoff will be given notice of recall according to the following procedure:
- 7.7.1** The City will advise the employee to be recalled by certified or registered United States mail. A copy of such recall notice will be furnished to the Union.
- 7.7.2** An employee, upon receiving notice of recall will, within seven (7) days, acknowledge receipt by certified or registered mail, advising the Human Resources Officer of the date they will be available for service, which available date must not be later than thirty (30) calendar days from the date the employee

receives the recall notice.

**7.7.3** Employees failing to comply with this Section will forfeit their recall rights. Failure to report following the receipt of the recall will be considered an automatic resignation. It is understood that the City will have discharged its obligation of notification to laid off employees by having forwarded the recall notice as herein outlined.

**7.7.4** Employees in layoff status will be terminated two (2) years from the effective date of layoff if they have not been placed or upon refusal to accept an offer of placement into a position of equal grade or comparable pay.

**7.8** A list of employees on layoff status and employees downgraded as a result of a reduction in work force will be available in the Department of Human Resources.

**7.9** Once an employee has been given formal written notice of layoff, the affected employee will be transferred to an existing vacancy for which employee is qualified, without having to circularize the vacancy. An employee in this status will be given preference on vacancies for positions of equal or lesser pay for which the employee is qualified.

**7.10** In the event of layoff or displacement which occurs the employee with the least continuous City seniority in the affected classification City wide will be laid off. If the affected employee's position was deleted, the employee in the position that was deleted will be assigned to the vacant position created by the junior employee who was laid off.

## **ARTICLE 8 RESIGNATION & RETIREMENT**

### **8.1 Resignation**

**8.1.1** Resignation is the voluntary termination of employment, prior to retirement. City employees who wish to resign in good standing shall submit a letter to their immediate supervisor at least two (2) weeks before leaving employment. The letter shall include the date the resignation will become effective. If an employee provides notice of at least two (2) weeks, reports to work, and performs their duties, then the employee may unilaterally rescind the resignation within one (1) week from the notice. Taking leave or failing to perform duties forfeits the unilateral right to rescind resignation.

**8.1.2** Employees who resign before they are eligible for retirement may request a refund or roll over of their Public Employee Retirement Association ("PERA") contributions by contacting [www.nmpera.org](http://www.nmpera.org).

### **8.2 Retirement**

Immediately prior to retirement from active service with the City of Albuquerque an employee may take leave with pay equivalent to the amount of sick and vacation leave the employee has accumulated. Employees in Early Retirement are not entitled to salary increases afforded other City employees. Employees in Early Retirement are

entitled to all benefits except vacation and sick leave accruals, donated leave, and hardship leave. An employee may convert one-hundred percent (100%) of accumulated sick and/or vacation leave to early retirement leave, or cash out one-hundred percent (100%) of the same, or a combination in proper sequence; see:

<https://www.cabq.gov/humanresources/retirement-information>.

## **ARTICLE 9 PRIVATIZATION AND CONTRACTING OUT**

- 9.1** If the Employer anticipates the contracting out of Employer services that have historically been performed by bargaining unit employees, the Employer shall notify the Bargaining Agent in writing of the Employer's intentions no later than thirty (30) days prior to implementing the anticipated action or when the issue is included in the Mayor's annual budget request.
- 9.2** The Employer and the Union shall meet in the LMC to discuss the anticipated action prior to implementation.
- 9.3** Upon request in the LMC, the Employer shall provide data and other information in the Employer's possession that is related to the anticipated action and that will assist the Union in its development of a response to the Employer's action.
- 9.4** In the LMC, the Union shall be allowed the opportunity to present arguments and data to the Employer to counter the Employer's anticipated action prior to the Employer's anticipated action.
- 9.5** The Union will be given any information and copies of Requests for Proposals ("RFP") for contracting out services at the same time other vendors are provided a copy.

## **ARTICLE 10 STRIKES AND LOCKOUTS**

Strikes are prohibited. The Employer shall not engage in lockouts.

## **ARTICLE 11 INSURANCE COVERAGE AND BENEFITS**

- 11.1 Premium Costs:** The City shall continue to pay eighty percent (80%) of the premium for the City approved health and dental and vision insurance plans chosen by each employee.
- 11.2 Insurance Programs, Group Life Insurance:** Employees hired into classified positions working twenty (20) hours or more per week, receive life insurance protection effective the date of hire at no cost to the employee. The amount of protection is determined according to the employee's basic annual earnings. Protection will be adjusted annually, if necessary, to correspond to pay rate changes. Upon retirement, an employee will continue to be covered by the Employer's plan at no cost to the employee. Coverage will be one-half (1/2) of the coverage reflected on the most recent annual life insurance adjustment report immediately prior to retirement. Employees categorized as temporary, seasonal, student, or part-time working fewer than twenty (20) hours per week are not eligible to participate in the Group Life Insurance programs.
- 11.3 Employer Incentive Programs:** In the LMC The Union and the Employer may meet to

develop methods of rewarding employees through a reward, bonus, Leave With Pay, or any other form of award or extra compensation, in addition to the regular benefits.

## **ARTICLE 12 RETIREMENT PLANS (PERA)**

The City shall be responsible for making contributions of seventy-five percent (75%) of the employee contributions to the PERA plan, including through the increases to the Employee Statutory Contribution Rate through Fiscal Year 2026 (“FY 26”). Any increase in the City portion or “pick up” of Employee Statutory Contribution Rate after FY 26 is subject to bargaining.

## **ARTICLE 13 PAY**

### **13.1 Wage Allocation**

**13.1.1** For each Fiscal Year during the Term of this Agreement, the bargaining unit employees’ hourly rate of pay will be as appropriated by the City Council and signed by the Mayor, effective on the first full pay period following July 1 of the Fiscal Year, subject to “allocation bargaining” in the next paragraph, but regardless of whether non-economic negotiations under Section 23 remain open.

**13.1.2** The Union may, only during the period in Section 23, request to bargain the “allocation of any wage appropriation,” meaning the Union may request to bargain, only within the cost of the applicable appropriation of wages to BUEs, allocating that cost to other aspects of compensation. Any applicable increase in compensation will not be effective until the latter of first full pay period after agreement, ratification, and signature of “allocation negotiations;” or the first full pay period of the Fiscal Year. Any Agreement regarding Pay Equity is in addition to this Section 13.

**13.1.3** It is understood and agreed by the Parties that: the implementation of any wage and/or benefit increases are subject to City Council budget appropriation; that there shall be no retroactive compensation benefit in this agreement; and any increase in compensation is contingent on the terms of Section 3-2-19 of the City’s LMRO and also approval and appropriation in and for the Fiscal Year budget by the City Council and signature by the Mayor.

### **13.2 Shift Differential**

Effective the first full pay period of Fiscal Year 2025 (“FY 25”), BUEs working the Swing Shift will be paid an additional eleven dollars and fifty-four cents (\$11.54) per pay period; and BUEs working the Graveyard Shift will be paid an additional twenty-three dollars and eight cents (\$23.08) per pay period.

### **13.3 Holidays & Holiday Pay**

**13.3.1** Employees shall be granted the following Holidays: New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People’s Day, Veterans Day, Thanksgiving Day and the

Day After Thanksgiving, Christmas Day. BUEs must be in a pay status for the full workday immediately before and the full workday immediately after the holiday in order to be paid for the holiday.

**13.3.2** If a designated legal holiday falls on a Saturday or an employee's first day off, the holiday will be observed on the previous Friday or the previous workday. If a designated legal holiday falls on a Sunday or an employee's last day off, the holiday will be observed on the following Monday or the next workday. For a four (4) day workweek, a holiday occurring on a day off will be observed on the last workday or next workday as determined by the immediate supervisor.

**13.3.3** If a BUE BHR or Street Outreach is required to work on a Holiday, the employee is entitled to an alternate day within one (1) calendar year after the Holiday for the same number of hours as the employee's normal work day, and at straight time. The alternate day must be approved at least twenty-four (24) hours in advance of the time it is taken.

**13.3.4** If a CR is required to work a Holiday, then the CR will be paid "Holiday Pay," (eight (8) hours at the regular rate of pay), plus either: one point five (1.5) the regular rate of pay for the actual time worked, or the Holiday Pay will be designated a "Floating Holiday" at one point five (1.5) hours of the actual hours worked, which must be used within one (1) year of the Holiday. The Parties agree that effective the first full pay period of FY 25, the same compensation for being required to work a Holiday will be extended to all BUEs.

**13.3.5** With the written approval of the Department Director or designee, an employee may take a paid holiday as a Floating Paid Holiday within one (1) calendar year after the holiday, for the same number of hours as the employee's normal work day, and at straight time.

## **ARTICLE 14 LEAVE REQUESTS & LEAVE GENERALLY**

**14.1** No vacation leave may be requested, or used, unless the amount has been previously accrued or granted.

**14.2** A BUE seeking any type of leave (other than military leave) will make the request to the immediate supervisor (or chain of command if not available), by City email (and may also call) at least twenty-four (24) hours before the leave is requested to begin (or two (2) hours before the start of the shift for sick leave). The supervisor tentatively approves a request by directing the BUE to enter the leave in KRONOS. Once approved in KRONOS, the request is granted. The City may request documentation. The City may approve leave with less notice without prejudice.

**14.3** Requests for paid leave will be submitted for approval in writing via text or email. Requests shall include any necessary documentation. If an employee is absent from duty without prior authorization, the employee shall notify the employee's immediate supervisor and explain the circumstances of the absence no later than three (3) hours after the regular

scheduled time to report to duty or as required by the Department.

**14.4** Misuse or abuse of leave may be a basis for disciplinary action.

**ARTICLE 15 VACATION LEAVE**

**15.1** Vacation leave will accrue on a bi-weekly basis from the date of current employment. Vacation leave will accrue through December 31 each year. At the end of each calendar year, for employees who have accumulated over the applicable maximum accrual below (300, 360, 432, or 480 hours), the City will convert fifty percent (50%) of the accumulation over the maximum to a cash payment and drop from the record any other amount over the maximum. An employee separating from the Employer’s employment will be compensated for the balance of their unused vacation computed to the date of separation. When a legal holiday, which would have been a regular workday for the employee, occurs during vacation, it shall not be charged as vacation leave but as a holiday.

**15.2** In the event an employee exhausts their paid vacation leave during a pay period, the accruals must be prorated based on the number of paid hours during the pay period. Part-time employees working twenty (20) hours or more per week will receive vacation leave on a prorated basis.

Years of Service	Regular Work Week	Accrual Rate/ Bi-weekly Pay Period	Maximum Accrual in Hours
0-4 Years	40 Hours	3.85 Hours	300
5-9 Years	40 Hours	4.62 Hours	360
10-14 Years	40 Hours	5.54 Hours	432
15+ Years	40 Hours	6.16 Hours	480

**ARTICLE 16 SICK LEAVE, DONATION OF LEAVE, BEREAVEMENT LEAVE**

**16.1 Sick Leave**

**16.1.1** Employees working a forty (40) hour workweek shall accrue sick leave at the rate of three point seventy (3.70) hours bi-weekly up to a maximum of one thousand, two hundred (1200) hours. No sick leave may be requested, or used, unless the amount has been previously accrued.

**16.1.2** In the event an employee exhausts their paid sick leave during a pay period, the accruals must be prorated based on the number of paid hours during the pay period.

**16.1.3** Provided the employee has an accrued sick leave balance, sick leave shall be granted for absence from duty because of personal illness or illness of a spouse, domestic partner, son, daughter, or parent as these terms are defined in Section 401.11(L) of the Personnel Rules and Regulations. Personal illness is defined to

include scheduled doctor's appointments for health examination, evaluation, and/or treatment. Hours worked in addition to the regularly scheduled work week will not entitle the employee to additional sick leave benefits.

**16.1.4** Part-time employees working twenty (20) hours or more per workweek will receive sick leave on a prorated basis.

## **16.2 Sick Leave Conversion**

**16.2.1** The maximum sick leave accumulation for classified employees will be one thousand, two hundred (1200) hours for full time employees.

**16.2.2** Employees who have reached the specified accumulation levels listed below may exercise one of the available options. The option to convert sick leave will be offered only in November of each year. Employees electing to not convert sick leave will continue to accrue sick leave up to the maximum of one thousand, two hundred (1200) hours.

**16.2.3** The following conversion formula will be used to convert accumulated sick leave unless otherwise specified in a collective bargaining agreement:

**16.2.3.1** Sick leave accumulation over five hundred (500) hours may be converted at:

**16.2.3.1.1** Three (3) hours of sick leave to one (1) hour of vacation, or

**16.2.3.1.2** Three (3) hours of sick leave to one (1) hour cash payment.

**16.2.3.2** Sick leave accumulation over eight hundred and fifty (850) hours may be converted at:

**16.2.3.2.1** Two (2) hour of sick leave to one (1) hour of vacation, or

**16.2.3.2.2** Two (2) hour of sick leave to one (1) hour cash payment.

## **16.2.4 Sick Leave Conversion at Retirement**

**16.2.4.1** An employee may convert one-hundred percent (100%) of accumulated sick leave to be applied to early retirement leave immediately prior to the effective date of retirement. Refer to Section 403.10 of the Personnel Rules and Regulations.

**16.2.4.2** Employees may convert one-hundred percent (100%) of both sick and vacation leave accumulation to cash payment at the time of retirement.

### **16.2.5 Sick Leave Conversion at Termination**

**16.2.5.1** An employee who has an accumulation of sick leave of between five hundred (500) hours and the maximum accrual will, upon termination of employment, be allowed to convert accumulated sick leave in excess of five hundred (500) hours on the basis of two (2) hours of sick leave to one (1) hour of cash payment. This applies regardless of the option the employee selects in November of each year.

### **16.3 Sick Leave Death Benefit**

**16.3.1** Upon the death of a City employee, the City will pay cash to the designated beneficiary (as identified in the City's life insurance policy) for all sick leave accrued by the employee.



#### **16.4 Donation of Sick/ Vacation Leave**

Included in this Agreement are City Rules and Regulations, Injury Time, Section 401.5 (February 1, 2001, pages 400-9 to 400-12).

#### **16.5 Bereavement Leave**

A maximum of three (3) days sick leave may be used in case of death in the employee, spouse, or domestic partner's immediate family. An additional day may be granted for every five hundred (500) miles travel one-way from Albuquerque required to attend funeral services. Leave will be charged to sick emergency and proof of death may be required. The definition of immediate family is in City Rules and Regulations, Section 401.6, page 400-12.

### **ARTICLE 17 OTHER LEAVE WITH PAY**

#### **17.1 Birthday Leave**

Birthday Leave is granted to any employee in "active status" (pursuant to Rules and Regulations, 401.1(b)) as of January 1st of the calendar year. Birthday leave is a personal holiday, which leave must be used no later than midnight December 31st of the year accrued and, absent exceptional circumstances (which may only be approved by the Chief Administrative Officer), may not be carried over to the next calendar year. Employees categorized as temporary, seasonal, student or part-time working less than twenty (20) hours per week are not eligible for Birthday leave.

#### **17.2 Blood Donation Leave**

Employees donating blood during an organized city sponsored blood drive will receive two (2) hours of leave with pay. Employees are required to obtain prior approval of the supervisor for the leave with pay through the submittal of a Request for Leave form accompanied by a donation certification.

#### **17.3 Jury Duty**

Employees who are called to serve on jury duty during normal work hours shall be paid at their regular pay for the time served as a juror. Employees shall reimburse the City for all compensation received for such service performed during normal work hours. Employees are responsible for notifying their supervisor of jury duty as soon as possible. Supervisors should adjust the employee's work schedule to Monday through Friday, 8:00 a.m. to 5:00 p.m., to accommodate the required jury duty.

#### **17.4 Leave to Vote**

Employees shall be granted leave to vote in accordance with New Mexico law. Time taken off for voting can be used for no other purpose.

## **ARTICLE 18 LEAVE WITHOUT PAY**

**18.1** All requests for leave without pay require approval of the Department Head or the Department Head's designee. Any request for leave without pay for two (2) weeks or more requires approval of the Chief Administrative Officer. PERA contributions, leave accruals, and other benefits do not apply when an employee is on approved Leave Without Pay.

**18.2** An employee may be granted leave without pay for a period not to exceed one (1) year as a result of sickness or disability when certified by a medical doctor, to run for non-City public office, for additional vacation time, or for good and sufficient reason which the CAO considers to be in the best interest of the City.

**18.3** Leave without pay may be granted for the purpose of attending schools or courses when it is clearly demonstrated that the subject matter is directly job related or for the purpose of preparing themselves for a career within the City service. Training provided by technical, vocational trade schools, and colleges approved by the Veteran's Administration will be accepted by the City under this subsection.

**18.4** Positions will not be held open for employees that are granted leave without pay for more than thirty (30) calendar days, unless the Department agrees to a longer period. If the leave is granted for more than thirty (30) days or an indefinite time, then it will be the employee's responsibility to contact the Human Resources Department thirty (30) calendar days or more prior to the end of the leave without pay period in order to allow sufficient time to locate an equal or lesser position, if a position is available.

**18.5** The Human Resources Department will attempt to locate a position of equal or lesser grade or comparable pay to the employee's previous position. Employees on leave without pay for eight (8) hours or more per pay period will not accrue sick or vacation leave or any other benefits.

## **ARTICLE 19 BIDDING AND SHIFT VACANCIES**

**19.1** Subject to qualifications including Criminal Justice Information Services ("CJIS") clearance, the Parties agree that BUEs will bid by Seniority for work days. Probationary employees will also bid by Seniority, without precedent, and the City may exclude probationary employees from bidding by providing notice to the Union with the bid schedule.

**19.2** The following definitions apply.

- 1.** "Intra-bid" means the period of time during which a bid is in effect (currently six (6) months).
- 2.** The City has Grave, Day and Swing Shifts.
- 3.** "Work Day" is a BUE's scheduled shift.
- 4.** "Work Shift" means a period of time within a given work day and is made up of two (2) or three (3) positions; employees working the same Work Shift are a team of partners.
- 5.** "Position" means a bided slot into which a single employee bids and/or works.
- 6.** "Created Position" means one (1) or more bided slots(s) added to the schedule

Intra-Bid.

7. “Vacancy” means an open or unfilled position resulting from separation from employment, for any reason, of an employee in a bargaining unit position, which may result from separation of probationary employees.
8. Seniority is continuous Department (ACS) employment in any bargaining unit position (including as a probationary employee). If continuous Department time is the same, then continuous time with the City is the tie-breaker. If both are the same, then a one (1) time lottery or other selection by chance determines seniority. An employee may leave the Department for fewer than thirty-one (31) calendar days, return to ACS, and retain continuous service. Should a supervisor return to a bargaining unit position, after being out of the bargaining unit, but within ACS, then the person will retain their continuous time in a bargaining unit position, but not counting time in a non-bargaining unit position. A dispute about seniority time or ranking will be referred to the Union.

**19.3** Partners or pairing on a Work Shift occurs as a result of bidding, or placement by management consistent with this Agreement.

**19.4** Intra-Bid, the Parties agree to the following.

**19.4.1.** For the first two instances of vacancies, non-probationary BU employees will be allowed to bid into the vacated position, and the resulting “cascade” or series of open position(s). Each BUE may bid only once per vacated position (or “cascade”). The first two vacancies may occur or be opened to bidding simultaneously. All subsequent intra-bid vacancies, beyond two (2), do not result in bidding.

**19.4.2** For the first instance of any created position(s), non-probationary BU employees will be allowed to bid into the created position(s), and the resulting “cascade” or series of open bid slot(s). All subsequent intra-bid created position(s), beyond one (1), do not result in bidding.

**19.4.3** Management may unilaterally place employees new to the department into vacant or created positions. Management may transfer employees to positions within ACS without triggering a bid, unless the transfer results in the first or second intra-bid vacancy, or the first intra-bid created position.

**19.4.4** The City may not change a BUE’s work hours and schedule except as agreed by the Parties, or under City Policy or applicable law.

**19.5** New schedules will be effective on the first day of the pay period closest to June 1 and December 1. The bidding process will conclude at least two (2) weeks before the new shift schedules become effective. A bidding process may be delayed by written mutual agreement of the parties.

- 19.6** The determined work shifts eligible for bid shall be published four (4) weeks prior to when Responders will be scheduled to bid for vacant shifts. The schedule will be published on the Department's learning management system i.e., Target Solutions, for eligible ACS personnel to acknowledge receipt of the bid schedule.
- 19.6.1** When the schedule is published, the Responders will be notified of the shift bid date and effective date of the new schedule.
- 19.6.2** ACS personnel planning to be absent on the date of the bid shall contact the Director, Deputy Director of Field Response, or designee to notify them of their proxy no later than one (1) week before the date of the bid.
- 19.6.3** In the event an eligible ACS personnel is out sick or experiencing a personal emergency situation preventing their participation in the bid, they shall be allowed to bid using a proxy.
- 19.7** The bidding process will be finalized at least two (2) weeks before the new shift schedules become effective.
- 19.8** On the date of the Responder bid:
- 19.8.1** Eligible ACS personnel shall select their Position from the available options in a real-time Excel sheet, in order of seniority, that allows the bidder to see the choices made by earlier Responders. An authorized CWA representative and Department Human Resource (HR) representative must be present during the shift bid alongside Deputy Director of Field Response or designee(s) from management staff.
- 19.8.2** Each Responder shall be allotted fifteen (15) minutes to bid for their work shift, regular days off, and City observed holiday(s). Responders shall bid either in person, phone call, or through a proxy. If a responder is on a call during their allotted bid time, they shall be allowed to bid upon completion of the call.
- 19.8.3** The Deputy Director of Field Response, or designee shall confirm and document the eligible ACS personnel's selection on the real-time via excel sheet and shall not change the outcome of the bid process without a documented performance or behavioral concern that reflects directly on the partnership.
- 19.8.4** If an eligible ACS personnel or their proxy does not bid during the specified allotted time frame, then that Responder may be placed on any shift at the Director's or designee's discretion.
- 19.8.5** The Deputy Director of Field Response, or designee shall publish the results of the bid in a Department Memorandum and uploaded to the Departments Learning Management System, i.e., Target Solutions, no later than three (3) City Business Days after the conclusion of the bidding process.
- 19.8.6** All Responders will be required to acknowledge receipt and understanding of their assigned work shift after shift bid results have been uploaded to Target Solutions.
- 19.8.7** After the conclusion of the bid process, Deputy Director of Field

Response, or designee may permit eligible ACS Personnel to mutually agree to exchange bid slots for hardship and other reasons. A formal request to exchange mutually agreed upon bid slots must be submitted in writing to the Director, Deputy Director of Field Response, or designee within one (1) week prior to when new schedules become effective, based on pay period dates. The Director, Deputy Director of Field Response, or designee will have sole discretion on approval of these requests. Approval of such requests shall not be unreasonably denied.

## **ARTICLE 20 WORK WEEK**

The City may have Day, Swing, and Graveyard (night) shifts. An Employee's normal work week shall be forty (40) hours per week, five (5) eight (8) hour days or four (4) ten (10) hour days. Subject to qualified staffing, budgeting, and operational needs, and both shall be available for each of the shift types. Alternative work schedules may be agreed upon by the parties.

## **ARTICLE 21 WORK HOURS**

**21.1** The work day begins at the start of the shift at the assigned location. An employee's regularly scheduled work shift shall be continuous.

**21.2** Bargaining Unit Employees shall receive one fifteen (15) minute paid rest period during each one-half shift, and a one (1) hour unpaid lunch at approximately the mid-point of the shift. BUEs need not respond to calls during the lunch unless the call is a stated emergency.

**21.3** Per City of Albuquerque Personnel Rules and Regulations, § 302.1, "Supervisors shall be responsible for scheduling and may limit breaks, in their opinion, continuous work is required because of an emergency or unusual condition."

**21.4** Rest periods and lunches may only be combined or accumulated if the City and the Union agree. Lunch breaks shall not be normally postponed. Lunch breaks may also not be used in conjunction with requested leave.

## **ARTICLE 22 CITY VEHICLES**

The Parties agree to the City's Vehicle Usage Policy, Administrative Instruction 4-5, and the City Operator Permit, Administrative Instruction 4-14. Subject to vehicle availability, a Work Shift will have city vehicles. The City may unilaterally revoke the take home vehicle practice (for all BUEs) so long as the City: provides at least thirty (30) days-notice; and, the take home privilege ends on June 1 or December 1 (or another date the Parties agree a bid is effective). So long as the take home privilege is maintained, the employees on a Work Shift may propose which, if either, takes the vehicle home (subject to AI 4-5 and operational needs such as distance from work). The Parties agree that Section VII(1)(b) of the AI 4-5 does not apply to taking home vehicles. Employees may lose vehicle privileges based on AI 4-5 and AI 4-14, but not due to personal bias, discrimination, or retaliation; loss of privileges under AI 4-5 is subject to grievance.

## **ARTICLE 23 GENERAL ADMINISTRATIVE PROVISIONS**

### **23.1 Hierarchy of Control**

State and federal law control over and preempt the terms of this Agreement. City Ordinances control over this Agreement, but the Parties may, only by citation to Ordinances, exclude Ordinance provisions or provide that terms of the Agreement control over Ordinance provisions. The express terms of this Agreement control over current City Rules and Regulations only if there is an express provision in the Agreement and a direct conflict between provisions of the two (2); otherwise the Parties intend for Rules and Regulations to apply to BUEs. A direct conflict may be asserted without a citation to specific Rules and Regulations in this Agreement. The Parties agree that Rules and Regulations apply to BUEs where this Agreement is silent. Departmental Directives such as policies and work orders within the scope of Management Rights control over this Agreement. City Rules and Regulations and Departmental Directives subject to bargaining under Section [City Rules and Regulations], control over this Agreement once bargaining is complete.

### **23.2 Term of Agreement, Openers, Waiver of Bargaining**

**23.2.1** This agreement is effective on the first full pay period following ratification and signature by the Parties and shall remain in full force and effect through June 30, 2027. At any time, the Parties may negotiate any Article or issue by mutual agreement, or include any intra-contract Memorandums of Understanding (“MOUs”) into the Agreement as an addendum.

**23.2.2** Between March 1 and the last business Friday of March, in 2025 and 2026, each Party may open one (1) Article to be negotiated. After the last business Friday of March each year, no Article may be unilaterally opened. Between March 1 and the last business Friday of March, 2027, each Party may request to bargain this Agreement. After the last business Friday of March, 2027, the Agreement may not be unilaterally opened.

**23.2.3** In each calendar year this Agreement is effective, the Union may, one (1) time, request to bargain a decision or directive by ACS management which results in exceptional circumstances which may cause direct, immediate physical harm to BUEs, taking into account the fact that these BUEs are first responders, are exposed to harm on every shift, and do not possess management decision making authority.

**23.2.4** These “Openers” are in addition to other express terms of this Agreement such as allocation of appropriations and proposed changes to City Rules and Regulations.

**23.2.5** Under Section 2.2, the City has made a binding Agreement to consider, but not negotiate, any subject raised by the Union during the term of this Agreement, including subjects which are Management Rights and subjects which are permissive, that is, outside the duty to bargain. The City has also agreed to bargain upon request certain subjects under Section 2.7 [Rules and Regulations] ,Section 13

[Wages], and Article 23.2 [Term of Agreement]. Additionally, subject to the terms of Section 13 [wages], this Agreement contemplates (subject to proper appropriation) BUEs receiving wage increases without the delay possible due to non-economic negotiations.

**23.2.6** In exchange for terms regarding the LMC and Openers, with awareness of PEBA Section 10-7E-17(A)(2), the Union now clearly and unmistakably waives the right to bargain during the Term of this Agreement any other subject, including: subjects upon which this Agreement is silent; subject not contemplated; subjects which arise hereafter; and, impact bargaining. Any such subjects may be considered in the LMC.

### **23.3 Complete Agreement**

**23.3.1.** This Agreement relates to the employees of the City of Albuquerque in the designated collective bargaining unit. The Parties do hereby acknowledge that this Agreement represents an amicable understanding reached by the Parties as the result of negotiations of the Parties as provided in the Employer's Labor-Management Relations Ordinance.

**23.3.2** This Agreement replaces in its entirety any and all previous Agreements and represents the only Agreement of the Parties hereto. When any conflicts occur, this Agreement shall govern as provided by the Employer's Labor-Management Relations Ordinance.

**23.3.3** Except as express agreements to bargain such as Rules and Regulations and "Openers," the Parties agree that all issues subject to negotiations and consideration by the Parties have been addressed during the negotiations leading to this Agreement. Neither Party shall be required to negotiate on any matter during the term of this Agreement unless otherwise specifically mandated by another provision of this Agreement. This limitation shall apply to any matter, whether or not the issue is addressed in this Agreement.


### **23.4 Savings Clause**

Should any part of this Agreement or any provision contained herein be declared invalid by any tribunal of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the Parties will immediately meet to negotiate a suitable provision to replace the provision held invalid.

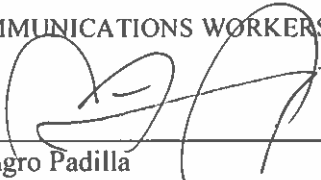
**SIGNATURES**

IN WITNESS WHEREOF, the parties have signed their names and affixed the signatures of their authorized representatives on this 8 day of March, 2024


CITY OF ALBUQUERQUE


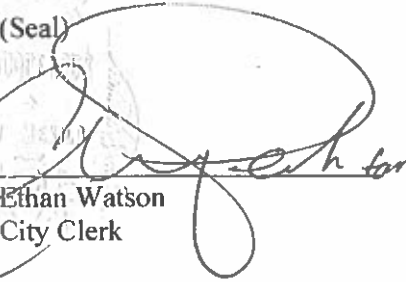
  
\_\_\_\_\_  
Timothy M. Keller, Mayor  
City of Albuquerque

COMMUNICATIONS WORKERS OF AMERICA

  
\_\_\_\_\_  
Milagro Padilla  
Campaign Lead

Form Reviewed by Legal Department

  
\_\_\_\_\_  
Lauren Keefe  
City Attorney

(Seal)  
  
  
\_\_\_\_\_  
Ethan Watson  
City Clerk

Form Reviewed by Communications Workers Bargaining Team

  
\_\_\_\_\_  
Crystal Little

  
\_\_\_\_\_  
Sherii Miera

\_\_\_\_\_  
Quinn Mulhern

  
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Lanette Valdez