

ARTICLE 14
GRIEVANCE AND ARBITRATION

14.1 – Mediation

Mediation is a confidential and voluntary process in which an impartial person(s) helps individuals or groups discuss and negotiate resolutions to conflicts or disagreements in the workplace. The City, Union or employee(s) may choose mediation as a way to resolve workplace disputes. Before mediation begins, all parties must be willing to engage in the process.

When applied, mediation shall precede, but not be part of the disciplinary, and or grievance process.

There shall be a binding agreement as a result of mediation. If, however, a resolution by mediation fails, the City and the Union may revert to the disciplinary and/or grievance process in accordance with the provisions as set forth in this agreement.

The City and the Union shall each assign two (2) members to participate on a committee, which shall be responsible for establishing a process and identifying mediation services to be utilized.

The City shall fund and maintain a mediation program, which shall include appropriate and continuous training and participation for both the City and the Union.

14.2 – General

“Grievance” means an alleged violation, misapplication, or misinterpretation of any provisions of this agreement.

Informal resolution of issues is encouraged before the parties resort to the following formal grievance procedure.

Grievances may only be filed on behalf of an individual aggrieved non-probationary employee or group of non-probationary employees covered by this agreement.

An individual employee may present a grievance under the provisions of this Article up to Step II and have it adjusted without the intervention of the Union as long as (1) adjustment is consistent with the terms of the Agreement, and (2) the employee is responsible for any legal expense incurred if he/she chooses to be represented by counsel. A Step III Grievance and Arbitration can only be invoked by the Union or the City. At any hearing or meeting on a grievance brought by an individual employee without the intervention of the Union, the employee shall notify the Union and afford them the opportunity to be present and make their views known.

Grievances must be initiated by speaking with the immediate supervisor promptly but within ten (10) working days after the grievant or the Union was aware, or reasonably could have become aware, of the incident(s) giving rise to the alleged grievance. Employees are encouraged to discuss and attempt to resolve any problem with their immediate supervisor before filing a formal grievance under the procedure established below.

1. **Step I - Immediate Supervisor Level.** The Union or grievant shall attempt to resolve the matter informally with the immediate supervisor(s) of the grievant. If a satisfactory solution is not reached within ten (10) working days after speaking with the immediate supervisor, the grievance may be submitted to Step II by filing with the Department Director within ten (10) workdays of the end of the time for a satisfactory solution with

the immediate supervisor. If the immediate supervisor is the Department Director, the grievance shall be moved directly to Step III.

2. **Step II – Department Director Level.** Union or grievant shall submit the grievance in writing to the Department Director, with a copy sent to Human Resources. The written grievance shall set forth:
 - a. The employee's name, job title, and worksite;
 - b. The name, address and telephone number of the Union Representative, if any;
 - c. The Article(s) of this Agreement alleged to have been violated;
 - d. A description of the alleged violation;
 - e. A description of previous attempts to resolve the grievance;
 - f. The relief requested, and
 - g. The signature of the grievant and/or of the Union Representative.

The Department Director shall respond in writing within ten (10) work days of receipt of the written grievance and may, within this time period, request a meeting with the Union to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to Step III by filing with the City Manager within ten (10) work days after the time for response of the Department Director.

3. **Step III – City Manager.** The Union or grievant shall submit the grievance to the City Manager in writing. The City Manager shall respond in writing within ten (10) work days of receipt of the written grievance and may, within this time period, request a meeting with the Union to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to final and binding arbitration by the Union or by the individual grievant at his or her own expense, within fifteen (15) calendar days after the time for response by the City Manager.
4. **Step IV – Arbitration.** The Union shall serve a written demand for arbitration upon the City within fifteen (15) calendar days from the time for response of the City Manager. Within fifteen (15) workdays of the written demand for arbitration, the Union shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) unless the parties by such time can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator. Within fifteen (15) workdays of the receipt of a list of arbitrators, the parties will confer to select an arbitrator. The Union and the City shall make the selection either by consensus or by alternately eliminating names. If the latter method is used, the last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. The winner has the choice to strike first. If the City fails or refuses to strike a name from the list, Union may request that the FMCS unilaterally appoint an arbitrator to hear the matter. Once an arbitrator is either selected by the parties or appointed by the FMCS, the arbitrator shall have full jurisdiction.

The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement, but may give appropriate interpretation or application to such terms and provide appropriate relief. The arbitrator shall not have the authority to make an award, which includes a fine or other punitive damages or award of attorney's fees. Each party shall pay one-half of the arbitrator's fees and expenses. The arbitrator's decision shall be final and binding on the parties, subject to applicable laws. In arbitrations challenging a disciplinary action, the City shall have the burden of proof not less than by a preponderance of the evidence. In

arbitrations where the Union alleges a contractual violation or dispute over a working condition, Union shall have the burden of proof not less than by a preponderance of the evidence.

5. Miscellaneous.

- a. Tape recorders, or other recording devices, shall not be used by any party participating in the grievance, except by mutual agreement of the parties. This provision shall not apply to Arbitration hearings.
- b. Any of the time limits or steps set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of the parties.
- c. A party to this Agreement, or an individual grievant, may be represented by counsel at any step of the grievance procedure at their own cost.
- d. The issue of non-grievability may be properly raised at any step of the grievance procedure. The arbitrator shall decide all issues regarding the grievability of grievances.
- e. Grievances may be withdrawn by the Union at any step of the grievance procedure without prejudice and without precedence except as to objections to timeliness.

ARTICLE 15
SCHEDULING AND STAFFING

15.1 – Work Week

For the purpose of this agreement, except for bargaining unit employees on an approved flexible or compressed work schedule, the basic workweek shall consist of five (5) consecutive eight (8) hour work days (excluding the lunch period) within the administrative workweek beginning at 12:01 a.m. Monday and ending 12:00 midnight on Sunday.

A normal workweek will consist of forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week or ten (10) hours per day, four (4) consecutive days per week. The Public Works, Parks & Recreation, Library and Senior Services Department workweek will consist of forty (40) hours per week and no more than six (6) consecutive days, unless mutually agreed to by the individual parties involved. Supervisors are encouraged to make every effort to adhere to a five (5) consecutive day work schedule whenever possible.

15.2 – Adjusted Work Schedule

Temporary deviations from the normal work schedule, barring emergencies, shall require written notification to the employee(s) at least five (5) calendar days in advance of the change. If mutually agreed to by the individual parties involved, a less than five (5) calendar days advance notice of a work schedule deviation is acceptable. Unanticipated and/or unplanned program changes that require work schedule and/or staffing changes shall require written notification to affected employees of not less than two (2) calendar days in advance of the change.

For the purpose of this agreement, it shall be inappropriate for a department director or his/her designee, or supervisors to unfairly coerce or use intimidation tactics to obtain an employee's agreement to deviations in work schedules.

15.3 – Flextime

Employees may apply for a schedule that deviates from a worksite's normally scheduled work hours and workdays (hereinafter referred to as flextime). All flextime schedules must be approved by the Department Director. The City shall not unreasonably deny an employee's requested flextime schedule.

15.4 – Scheduling, Breaks, Wash-Up Time and Travel Time

Scheduling. The City shall prepare employee's work schedules for posting at each worksite as soon as possible, but at least ten (10) working days, barring emergencies, prior to the beginning of a new or revised schedule. Changes in posted work schedules will not be made arbitrarily and will be made only to meet the legitimate operational needs of the City. If mutually agreed to by the individual parties involved, a less than ten (10) working days advance notice of a work schedule deviation is acceptable.

Breaks. Employees are entitled to one (1) non-cumulative fifteen (15) minute rest break approximately midway through the first half of their shift, if that half equals or exceeds three (3) hours. They are entitled to a second rest break, under the same conditions, during the second half of their shift. Breaks shall not be taken at the beginning of the work day, at the end of the work day, or in conjunction with the lunch period unless approved on a case-by-case basis by the employee's immediate supervisor.

The Employee will notify his/her supervisor prior to taking a rest break, provided his/her supervisor is in proximity to be notified. Breaks shall be scheduled, consistent with the need for

departmental or worksite coverage. Employees shall not engage in any conduct during the break, which in any way disrupts the duties and responsibilities of any other employee. An employee may not accumulate unused rest periods, nor use break time for covering late arrival on duty or early departure from duty, unless mutually agreed to by employee and his/her immediate supervisor.

Wash Up Time. All employees shall be permitted fifteen (15) minutes before completion of their shift to clean up their work area and themselves, if necessary. An employee may not accumulate unused wash up time, nor use wash up time for covering late arrival on duty or early departure from duty.

Travel Time. In accordance with the FLSA, time spent by an employee in travel as part of his or her principal activity during the workday shall be counted as hours worked. Employees who are required to use their personal vehicles to travel between job assignments or part of his/her principal activity during the weekday shall receive mileage reimbursement in accordance with Article 24 of this agreement. In accordance with the FLSA, travel time spent to and from home is not counted as hours worked, unless on recall duty.

15.5 – Split Work Assignment

A split work assignment is a work schedule that requires an employee to work a certain number of hours, leave the work site for an extended period of time (greater than one (1) hour, not identified as a lunch hour), then report back to work later in the same day. When staffing programs, special projects or services necessitates split work assignments, supervisors shall make every effort to ensure an employee's normal work week does not exceed forty (40) hours per week, or ten (10) hours per day, or six (6) consecutive days per week. If a split work assignment due to staffing programs, special projects or services is necessary, the split between shifts shall not be less than two hours. There shall be no more than one split in a workday. Neither the first or second part of the split work assignment shall be less than two (2) hours in length except that, if mutually agreed to by the individual parties involved a less than two (2) hour work assignment is acceptable.

15.6 – Work Assignment Differential

Employees assigned either a regular or split work assignment outside of his/her regular work schedule that begins at 6:00 p.m. or later and continues past 10:00 p.m. shall receive an additional 25 cent per hour differential for hours worked beginning at 10:00 p.m. through the end of the work assignment. Such differential is to be added to the employee's total wages, and does not increase the employee's base hourly rate. This work assignment differential does not apply to the custodial division of Public Works or other positions whose regular work assignment continues past 10:00 p.m.

15.7 – Make-Up Time

With the approval of his/her direct supervisor, when an employee is late for work or has to leave work for a period of time during the normal work day, the City may, whenever possible, allow them to make up the lost work time within the same workweek, provided that the legitimate operational needs of the City are met.

15.8 – Job Sharing

Upon the approval of the Department Director, employees may share the same job position. Requests for job sharing shall not be unreasonably denied.

15.9 – Inclement Weather

The general policy regarding inclement weather is that the City remains open regardless of weather conditions. Employees are to assume that City offices are open each regular workday unless it is specifically announced otherwise. However, the obligation to provide services to the public must be balanced with the risk of danger to employees. Official announcements regarding suspension of operations shall be made by City through internal means and, where appropriate or necessary, shall be broadcast by specified public media. In addition, the appropriate Department Director shall notify all off-site work locations of early closures.

In extraordinary circumstances, the City Manager may temporarily suspend all or a portion of normal City operations in response to inclement weather or other emergency conditions. For such suspended operations, employees in designated "emergency/essential" positions report to or remain at work as scheduled or as otherwise specifically directed. Employees who are dismissed from work for delayed opening, early departure, or for an entire day's work shall be granted administrative leave with pay, and have no deduction from pay or accrued leave. In the case a delayed opening has been announced after the arrival of an employee at his/her worksite, the employee will be granted administrative leave equivalent to the time worked, which must be used within the same or subsequent workweek.

There may be times in which the City Manager does not deem conditions severe enough to warrant officially closing City offices, even though individual departments may elect to curtail certain services. In this situation, employees should make every attempt to get to work within the bounds of their personal safety. Any employee who does not report to work as scheduled must either:

- use accrued annual leave, compensatory time, or leave without pay; or
- work with his/her supervisor to develop a schedule to make up the time missed, as a result of inclement weather, within the same or subsequent workweek in order to account for any scheduled time not worked during his/her work period.

If an employee is not scheduled to work and paid administrative leave is granted for inclement weather, the employee shall not receive paid administrative leave.

ARTICLE 16
OVERTIME AND COMPENSATORY TIME

16.1 – Overtime

Employees within the meaning of the Fair Labor Standards Act shall have the option, subject to City staffing requirements, of either taking time in lieu of pay as compensation for hours worked at one-half (1-1/2) times the hours worked in excess of forty (40) hours in any one work week, or shall be paid one and one-half (1-1/2) times the regular straight time hourly rate, including any pay differential, for hours worked in excess of forty (40) hours in any one work week, in keeping with the further provisions herein. All overtime work must be pre-approved by the Employee's supervisor.

16.2 – Computation

For the purpose of computing overtime, administrative leave with pay will be considered time worked. Other hours paid for, but not worked, including but not limited to holiday, sick or vacation pay, shall not be counted in computing overtime or compensatory time.

16.3 – Overtime Scheduling

The assignment of overtime will be made after due consideration to:

- Seniority and/or skill necessary to perform overtime work;
- Assigning the overtime in as equitable a manner as practical;
- Avoiding, where possible, conflicts with off-duty plans and commitments already scheduled by employees;
- Personal emergencies.

Seniority and Scheduling of Overtime. Each department shall maintain and post a class seniority list. All scheduled overtime work shall be offered in order of greatest departmental or divisional classification seniority to employees able to do the work and normally assigned those duties. Employees shall be offered scheduled overtime work on a rotational basis from that list, the first employee on the list being offered overtime first. If an employee declines the overtime, the subsequent employee on the list shall be offered the overtime, etc., until all employees on the list have been offered the opportunity to work overtime. If all employees decline overtime work, the City shall assign overtime on a rotational basis in inverse order of the class seniority list.

Overlapping Work Shift. Those overtime assignments that overlap the end of the work shift will first be assigned to the employees who are performing the work at the end of the regular shift.

Voluntary Overtime. Employees willing to work voluntary overtime may post their name on a roster for that purpose. These rosters may then be used to assist employees who wish to obtain a qualified replacement for overtime work. Replacement is subject to approval of the supervisor and is to be at no additional cost to the City.

16.4 – Compensatory Time

Compensatory Time ("comp time") may be accrued for overtime hours, at the rate of one and one-half (1½) hours for each hour of time worked, in lieu of overtime pay at the employee's written request to the Department Director or his/her designee. The employee shall not be unreasonably denied.

Accrual and Use of Compensatory Time. Comp time may be used in increments of one-hour segments. Beginning July 1, 2017 all accrued Compensatory Time will be paid out in a lump sum annually following the first pay period of the fiscal year, subject to availability of funds. Upon separation from the City, employees shall receive payment for accrued but unused compensatory time.

16.5 – Emergency Duty

In cases of declared emergency by the City Manager or his or her designee, in writing, employees will work when so requested. In special cases, an emergency may be declared by the Department Director and require work from employees when so requested.

Overtime: Employees shall receive emergency overtime pay in accordance with overtime pay provisions identified in this contract.

Emergency Duty While on Vacation: Employees who agree to work while on authorized vacation during a declared emergency shall have the option of receiving pay for the hours they were scheduled for vacation in addition to the hours they actually work, or choose not to utilize their vacation and receive only pay for hours they actually work, at the employee's discretion.

ARTICLE 17
STAND-BY, ON-CALL, AND CALLBACK TIME

17.1 – Assignment of Stand-By and On-Call Duty

The City reserves the right to determine the need and assignment of standby time and on-call duty. Employees will have the opportunity to volunteer or exchange for standby prior to it being made a required assignment. The employee must notify their supervisor as soon as possible, but by the end of the previous shift of an exchange with another employee for assigned standby.

Stand-By Duty. Stand by duty is scheduled work in excess of 40 hours (exclusive of eating and sleeping hours) that severely restricts the employee's whereabouts to a designated post, most of the time being spent not in work but in readiness to perform work. Standby duty is defined under the FLSA in 5 CFR Section 551.431 which states that an employee will be considered on duty and time spent on standby duty shall be considered hours of work if:

- a. The employee is restricted to a City facility, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or
- b. The employee, although not restricted to a City facility:
 - Is restricted to his or her living quarters or designated post of duty;
 - Has his or her activities substantially limited; and
 - Is required to remain in a state of readiness and respond to perform work.

Maintenance of Physical and Mental Capacity. Employees, when on assigned standby time, are required to maintain the same required physical and mental capacity that is required during regular scheduled work hours.

Failure to Respond. An employee on designated stand-by duty is subject to disciplinary action for failure to respond to a callback.

Stand-By Assignments. Stand-by assignments for bargaining unit employees shall be rotated beginning with the employee with the most class seniority. The City, through the Department Director or his/her designee shall assign, in writing, stand-by time to employees on the basis of the need for stand-by time as determined by each department.

Stand-By Pay. Employees assigned to stand-by time status shall receive three (3) hours of straight time pay for each eight (8) hour period on approved stand-by duty. Stand-by time shall not be considered time worked for the purpose of computing overtime payment. Approved stand-by status shall be recorded on timesheets to ensure accurate compensation.

17.2 – On-Call Status

"On-call" means an off duty unpaid status in which an employee is to be available to perform irregular or occasional overtime work, if necessary. The employee may leave his/her quarters or home as long as he/she can be reached by phone. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

- The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted;
- The employee is able to refuse the call-back request with no adverse consequence including but not limited to informal and formal discipline; or
- The employee is allowed to make arrangements such that another person will perform any work that may arise during the on-call period.

17.3 – Callback

Callback time shall be defined as any circumstance where an employee responds to an emergency call and returns to a work site outside his/her normal working hours without advance notice, or has been instructed by an individual authorized by the Department Director or his/her designee to return to the work site to perform assigned duties during an off-duty period.

Callback compensation shall be paid to non-exempt employees in the form of paid time or compensatory time for irregular or occasional work performed when the employee is called back from an off-duty status or on a day on which no work was planned.

A non-exempt employee called back to work, in addition to his/her normal work schedule, will be paid for a minimum of two (2) hours or the actual time worked, including travel time, whichever is greater. Once called back to work, employee shall respond as quickly as possible, not to exceed one and one-half (1.5) hours. In the event employee is not able to report within the one and one half hour timeframe, employee shall contact their contacting supervisor and inform them of the delay. Overtime will be paid on hours worked in accordance with the provisions of the Fair Labor Standards Act. This provision will not apply if the overtime immediately precedes or immediately follows the regular work shift. The employee may not receive both stand-by duty pay and callback pay when called back to work. Approved callback time shall be recorded on timesheets to ensure accurate compensation for callback time.

ARTICLE 18
TRAINING AND DEVELOPMENT

18.1 – Commitment to Training and Development

The City and the Union agree that the primary function of training is to assure the optimum use of human resources in attaining organizational needs and, when feasible, to provide career development opportunities to employees. The parties further recognize that development of employee's knowledge, skills, and abilities through effective training and education is an important factor in maintaining efficient operations. The City shall determine employee training and education needed to meet workforce needs. Employees' participation in training and education programs and courses shall be based on City needs, and shall be fair and equitable.

Employees will be granted duty time, when appropriate, to participate in approved programs or courses. The City agrees to comply with all laws, rules, and regulations regarding training, including but not limited to the Fair Labor Standards Act.

18.2 – Employee Initiative

Employees are encouraged to take advantage of training and educational opportunities that will enhance skills and qualifications needed to increase efficiency in the performance of their duties and responsibilities and for possible advancement within the City.

18.3 – Announcements

The City agrees to provide all employees with information on available training, educational, and career enhancement opportunities. Employees will be advised of the requirements, if any, to enter such training programs.

18.4 – Record of Training

A record of satisfactorily completed formal training courses will be filed in each employee's official personnel file, maintained in the Human Resources Department within a reasonable time after such training is completed. The employee is responsible for furnishing information of training that has been accomplished or completed if he/she wants it to be included in the file.

18.5 – Funding

The City shall continue to provide training and education subject to the availability of funds and shall determine the methods and means to provide the training.

18.6 – Tuition / Certifications Reimbursement Program

The City shall continue the education tuition assistance program, including trades certifications, for bargaining unit employees provided sufficient funds are budgeted and available.

ARTICLE 19
LEAVE BENEFITS

19.1 – Sick Leave

Sick leave shall accrue at the rate of eight (8) hours per month. Employees will be eligible to use sick leave benefits from their date of hire. Employees who exhaust their sick leave may use vacation time or may be granted leave without pay for up to ninety (90) days. In the event of serious illness to members of the immediate family, Human Resources may grant leave to the employee in accordance with the Family and Medical Leave Act (FMLA), to be charged to the employee's appropriate leave account.

Part-time employees who work an average of twenty (20) hours or more per week shall accrue sick leave as provided for full-time employees, but prorated by the number of hours regularly scheduled for the part-time employee. Part-time employees working an average of less than twenty (20) hours per week shall not be eligible for sick leave benefits.

Sick leave conversion:

- Full-time employees who use no more than thirty-two (32) hours of sick leave, leave without pay or other unscheduled leave during the calendar year, may convert eight (8) hours of sick leave to vacation.
- Full-time employees who use no more than twenty-four (24) hours of sick leave, leave without pay or other unscheduled absence, during the calendar year, may convert sixteen (16) hours of sick leave to vacation.
- Part-time employees are eligible to participate in this incentive plan on a pro-rated basis.
- The additional vacation time converted under this policy will be credited in January of each year for the period of covering the preceding twelve (12) calendar months.

An employee who becomes ill while on vacation leave may convert the period of illness or disability from vacation to sick leave in the current pay period with approval of the Department Director provided he/she has sufficient sick leave accrued. If the request is for leave conversion during a pay period that has already been processed, the employee must submit a written request through the Department Director to the Department of Human Resources, within one week after returning to work. The City may require a statement from the attending physician verifying the illness or disability.

If an employee suffers a death in the immediate family while on sick leave, the amount of time may be applied to Bereavement leave in accordance with this Article. The employee must notify the Department Director and the Department of Human Resources, in writing, within one week after returning to work.

Employees may request sick leave benefits for absences caused by disabling illness or injuries and for medical appointments, i.e., appointments for doctors, dentists, physical therapists, etc. Complications relating to pregnancy will be treated as any other temporary disability.

The Employer may require an employee to furnish a physician's statement for sick leave taken for three (3) consecutive days or more or at any time if a pattern of excessive absenteeism has been demonstrated over the most recent 12 month period (excluding FMLA absences).

Illnesses, medical disabilities, or medical appointments in the employee's immediate family, which require the employee's absence from work, may be charged to the employee's sick leave benefits.

Payment of accrued sick leave benefits may continue to an employee who is released to return to work on a part-time basis while recuperating from the disability, but in no case may the combined payments be greater than the employee's usual weekly rate of pay, excluding overtime.

If the City has a reasonable concern about the first medical opinion, the City may require and pay for a second opinion. If the City physician's opinion disagrees with that of the employee's physician, the employee may schedule and pay for a third opinion. The third opinion shall prevail. Employees who have been absent due to a disabling illness or injury will be required to provide a statement from the physician releasing them to return to their normal duties.

19.2 – Family and Medical Leave

An employee who has been employed for at least twelve (12) months and who has worked a minimum of 1250 hours during that year may request a medical leave of absence for personal or family illness, or for the birth or placement of a child for adoption or foster care for up to twelve (12) weeks in any consecutive twelve (12) month period of time in accordance with the provisions of the Family and Medical Leave Act of 1993. In the case two employees are married, both may request their twelve (12) weeks, either together or separately.

The twelve (12) weeks of leave do not need to be consecutive, but may be taken as necessary subject to the following conditions. In the absence of eligibility to use accrued sick leave, the employee may use other paid leave for this period. Otherwise, such hours will be deemed leave without pay. Upon determination of the need for such leave, the employee must provide to the Human Resources Department a statement from the treating physician or other appropriate official verifying the reason for the leave and indicating the estimated length of the leave. Where foreseeable, this notice shall be provided at least thirty (30) days in advance of the leave. Employees will be eligible to maintain their benefits during the leave of absence provided they continue to pay the employee portion of the premium to the City on a timely basis.

19.3 – Occupational Illness or Injury

The City shall provide full regular pay to employees injured on the job for the entire seven (7) calendar day waiting period as described under the NM Workers' Compensation Act, provided the absence is authorized by the City's workers' compensation administrator. The pay will continue until the commencement of temporary total or partial disability, or the employee's return to work, whichever is earlier. The pay will be provided without deductions from the employee's accrued leave or the leave bank. If the employee is disabled for more than thirty (30) days and the City's workers' compensation insurer makes payment for the waiting period, then the employee will surrender that check to City as reimbursement for the previous payment made.

For the duration of the disability, the employee may continue to use accrued sick leave, integrated with Workers' Compensation benefits, in order to receive 100% of usual weekly compensation, excluding overtime. All payments and procedures shall be made in accordance with the provisions of the New Mexico Workers' Compensation Act. All other conditions are in accordance with the Article.

19.4 – Bereavement Leave

The parties recognize the need of employees for time off in the event of a death in their family as defined herein. Employees shall notify their supervisor or department director of their need for Bereavement leave and specify the relationship of the family member. In the event of the death of an employee's family member, three (3) days leave with pay shall be granted. Family members shall be defined as: parent, stepparent, sibling, spouse or domestic partner

(affidavit must be on file), child, stepchild, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, great grandparent, great grandchild, niece/nephew, and aunt/uncle. Vacation leave or leave without pay may be allowed for an employee to attend the funeral of a relative not included in the aforementioned family group. Such requests shall not be unreasonably denied. In the event of the death of a colleague within the City, an employee may take Bereavement leave, not to exceed three (3) hours, for the time required to attend the funeral. If requested, employee shall produce documentation in regards to the death and familial relationship.

If an employee provides documentation from a doctor that a serious illness, including but not limited to a possible death situation exists in the employee's immediate family, Human Resources may grant appropriate leave to the employee in accordance with the Family and Medical Leave Act, if requested by the employee.

If out-of-state travel is required to attend the funeral of a family member as defined herein, the department director will grant two (2) additional days of absence with pay. Additional time off may be requested and the granting of such requests will be at the discretion of the department director. Such requests shall not be unreasonably denied. The additional time off may be charged to other paid leave or taken as leave without pay.

Full-time employees will be paid at their straight time rate. Part-time employees, who work an average of twenty (20) or more hours per week, will be paid for the hours they were scheduled to work but did not due to the death of the family member.

19.5 – Court Duty

The parties acknowledge the obligations of employees to serve when called as a juror or witness in court. Employees must notify the supervisor or department director and the Department of Human Resources upon receipt of the notice to report to court. Full-time employees and part-time employees who work an average of twenty (20) or more hours per week will be paid at their straight time rate for the hours they were scheduled to work, but did not work, due to the court appearance. In addition, any fees or allowances paid to the employee as a result of jury duty, litigation-related testimony or statements (except for reimbursement for travel and actual out-of-pocket expenses) for which payment was made by the City to the employee, shall be remitted to the City Treasurer, but not to exceed the base wages paid to the employee. When an employee is released from court service, temporarily or permanently, the employee shall return to work to complete the remaining hours of the workday.

Appearances in court related to personal matters (not job related matters) are not compensated under this Article. Such time off as may be required may be charged to other paid leave or must be taken as leave without pay.

19.6 – Voting

The parties consider the casting of one's ballot in all elections both a right and a duty of the individual. Therefore, employees are encouraged to register and to vote in all elections. State law allows employees up to two (2) hours of absence during normal working hours, excluding the lunch hour, for the purpose of casting ballots in general, primary and special elections. Employees will be granted this time, up to a maximum of two (2) hours with pay; however, employees are not entitled to this time off if the normal starting time is more than two (2) hours after the polls open or if the normal quitting time is more than three (3) hours prior to the closing of the polls. Leave for local elections will also be administered in accordance with this Article. Employees who wish to exercise the right to vote during working hours must advise the supervisor or department director in advance of Election Day in order for the period of absences to be scheduled to assure a smooth flow of work. The supervisor or department

director may require an employee to reschedule the time off if the requested time would disrupt the conduct of City business.

19.7 – Personal Leave

Consistent with Article 20, bargaining unit employees shall be allowed to use their appropriate accrued leave time as needed for emergency use without prior notice. The employee should notify his/her supervisor as soon as possible about any use of leave time for an emergency situation. Requests by employees to use accrued leave or compensatory time for unanticipated personal and/or family events shall not be unreasonably denied. This time may be used in increments of one-hour segments or more as needed, and shall be considered an excused absence.

19.8 – Administrative Leave

In the event the City grants paid administrative leave to bargaining unit employees, those hours shall be counted as time worked for the purpose of computing overtime. Employees who are required to work during those hours approved by the City Manager as administrative leave shall be granted an equivalent number of administrative leave hours to be taken at a later date. In the event that a declared starting time is authorized and deemed chargeable to administrative leave, any employee who is scheduled for work and unable to report due to weather related conditions, may use the same number of administrative leave hours as the City Manager authorized. All other hours shall be charged to the employee's accrued balance.

19.9 – Leave Bank Program

The Leave Bank is a leave sharing program established to provide financial protection to eligible employees who need to be absent from work for a prolonged period of time, but have inadequate paid time-off accumulated to cover the absences. This program is intended to cover an employee who experiences a serious medical hardship or catastrophic illness/ injury, or time off to care for an immediate family member who suffers from a serious medical hardship or catastrophic illness.

Definitions

- **Certification of Health Care Provider** – Certification issued by an authorized health care provider using the current FMLA form
- **HIPPA** – The Health Insurance Portability and Accountability Act is a Privacy Rule which assures that an individual's health information is properly protected. The City is obligated not to disclose individual health care information to another person.
- **Immediate Family** – An employee's spouse, domestic partner (must have domestic partner affidavit on file) children (includes step, adopted, foster) and parents, or if the employee is the primary custodian and caregiver of grandchildren, grandparents, and siblings. Legal documentation shall be provided by applicant for custodial or caregiver status.

Eligibility

- Employees wishing to participate in the Leave Bank Program must make an initial contribution of four (4) hours of annual leave upon hire/rehire or re-joining.
- Contributions from existing members may be suspended if the Leave Bank balance reaches 5,000 hours. If the balance drops below 1,000 hours Human Resources will reinstate contributions of 2 hours from existing members.
- Newly hired/re-hired employees may elect to join within 30 calendar days of hire and become immediately eligible for assistance.

- Current members of the Leave Bank Program will have two (2) hours of annual leave deducted each year during the first pay period of the fiscal year. The two (2) hour contribution will be waived if an employee has joined the program during that calendar year.
- Current employees who wish to join or re-join may do so during the month of June each year by notifying Human Resources, and become eligible when their initial contribution is deducted in full.
- Should any employee wish to discontinue his/her membership s/he must notify the Human Resources Department in writing. Contributions are not refundable.
- Eligible employees who meet all the requirements of a serious health condition for themselves or their eligible dependents, as defined under the FMLA, and who submit a complete Certification of Health Care Provider form to Human Resources will receive assistance.
- Requests must be made in writing to the Benefits Administrator in Human Resources.
- Eligible employees whose illness does not meet FMLA standard may provide a "Doctors Note" of an injury, illness, or condition and may submit a request for Leave Bank hours and will not be denied and will be capped at 40 hours in a rolling 12 month period.

Limits

- The employee must have exhausted all earned sick, vacation, comp and other paid leave prior to requesting assistance. After exhausting all other paid leave, there will be no waiting period for withdrawal of hours from the Leave Bank upon proof of eligibility.
- A maximum of one hundred sixty (160) hours (prorated i.e. 160/hrs-1.0 FTE, 80/hrs-.5 FTE) is allowed per rolling 12-month period.
- If the illness/injury is that of an employee and is covered by workers' compensation insurance, the Leave Bank contribution combined with the weekly worker's compensation benefit shall not exceed the employee's regular wages.
- Under no circumstances shall the employee be granted assistance beyond the date certified by the physician.
- The employee will not accrue any paid sick/vacation or earn holiday pay while using Leave Bank donations.

19.10 – Personal Leave without Pay

An employee may be granted a personal leave of absence by the City Manager without pay for a period not to exceed nine (9) months. Employees who choose to return to the City prior to the nine (9)-month period, before or at the end of the leave of absence will be returned to their former position with no loss of seniority. The City shall return the employee to their former status and pay, including general wage increases paid to employees of the bargaining unit during the leave without pay period. The City reserves the right to hire a temporary employee for the full term of leave granted an employee under this Section. An employee shall not accrue vacation or sick leave while on leave without pay status. Human Resources shall determine eligibility for continuation of benefits such as PERA contributions or health insurance in accordance with applicable state and federal laws and governing contracts

19.11 – Military Leave

Employees who are members of Armed Forces Reserve component or National Guard unit shall be granted military leave of absence for all required military duty including examinations, drills, training and emergency obligations. Regular full-time employees and part-time employees will be granted the equivalent of 15 working days (prorated; 120 hrs/1.0 FTE, 60 hrs/.5 FTE) of paid military leave from October 1st through September 30th of each year. Should the employee's obligation be extended for an additional 15 days, the employee shall provide the new military orders and the employee will be granted an additional 15 working days

of paid military leave. The maximum paid military leave is 30 working days from October 1st through September 30th of each year.

ARTICLE 20
VACATION AND HOLIDAYS

20.1 – Vacation

All regular employees and employees serving their introductory period earn and are eligible to use paid vacation from the date of hire.

Full-time employees shall accrue vacation from their date of hire. Such vacation shall be credited for each bi-weekly pay period in which the employee receives pay in accordance with the following schedule:

- From the date of hire through four years – 80 hours (10 days) per year;
- Fifth through ninth year – 120 hours (15 days) per year;
- Tenth through fourteenth year – 160 hours (20 days) per year;
- Fifteenth and up – 8 additional hours (1 day) for every two (2) subsequent years served.

Part-time employees who work twenty (20) or more hours per week shall accrue vacation on the same basis as regular full-time employees, but prorated by the number of hours regularly scheduled for the part-time employees. Bargaining unit employees shall work a minimum of twenty (20) hours per week. Part-time employees who work less than twenty (20) hours per week are not entitled to vacation benefits.

No employee will be granted vacation in excess of the amount accrued. Employees may not carry over more than 280 hours of accrued vacation time from one fiscal year to the next.

Employees shall submit a written request for vacation to their supervisor or department director fourteen (14) calendar days in advance of the dates desired, the department director or supervisor may waive the fourteen day notice requirement. Employees wishing to exercise their seniority (department seniority) to guarantee their vacation scheduling must submit their leave requests in the month of January each year. After the month of January, requests for vacation or leave without pay shall be considered on a first come first served basis; however, when more than one (1) employee has requested the same leave time off at the same time, the supervisor shall grant approval of leave based on department seniority. Approval of leave requests will be based upon business necessity and operational needs.

Consistent with Article 19, bargaining unit employees shall be allowed to use their appropriate accrued leave time as needed for emergency use without prior notice. The employee should notify his/her supervisor as soon as possible about any use of leave time for an emergency situation. Requests by employees to use accrued leave or compensatory time for unanticipated personal and/or family events shall not be unreasonably denied. This time may be used in increments of one-hour segments or more as needed, and shall be considered an excused absence.

Upon termination of employment for any reason, the employee shall be paid for all vacation accrued up to a maximum of 280 hours, but not taken as of the last day worked. The employee may, however, choose to use accrued vacation toward early retirement, in accordance with PERA and other applicable regulations as administered through Human Resources.

Holidays that occur during an employee's vacation will not be charged to vacation.

If an employee suffers a death in the family while on vacation, bereavement leave, as defined in Article 19, may be substituted for the vacation leave. The employee must notify the department director and the Human Resources Department in writing within one (1) week of their return to work.

20.2 – Holiday Observance

Holiday Schedule. The holiday schedule to be observed by the bargaining unit employees is as follows:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve
Christmas Day

This list of holiday observations will be posted in each department.

20.3 – Religious Observances

Whenever possible, the City will grant appropriate leave to an employee requesting time off to meet religious observance commitments. Requests for leave to observe religious obligations will not be unreasonably denied.

20.4 – Holiday Pay

- If an actual designated holiday falls on Saturday or Sunday, the holiday will be observed on the day approved by the governing body.
- Full-time employees who do not work on observed designated holidays shall be paid holiday pay at their straight time rate for the holiday hours. Employees required to work on observed designated holidays will be paid holiday pay plus time and one half (1 ½) for the hours worked. PERA credit will be administered as per PERA regulations.
- Part-time employees who work twenty (20) hours or more per week shall receive holiday pay, pro-rated based on hours worked, if an observed designated holiday occurs during their scheduled working hours. Part-time employees, who work twenty (20) hours or more per week, required to work on observed designated holidays will be paid holiday pay plus time and one half (1½) for the hours worked. Employees who work less than twenty (20) hours per week will not be paid holiday pay.
- If an employee is on paid leave on an observed designated holiday, no deduction will be made from the applicable leave.
- If an employee works on an actual designated holiday that is different from the observed designated holiday, employee will be paid at their straight time rate plus one half (1 ½) for the hours worked.

ARTICLE 21
PERFORMANCE MANAGEMENT

21.1 – Performance Management

The City and the Union recognize and endorse the concept that performance management is a continuous process by which managers and supervisors provide performance feedback, performance improvement coaching, and performance counseling for the purpose of improving and correcting employee and work unit performance. In the interest of strengthening supervisor-employee relationships, supervisors will discuss employee work performance or work deficiencies with the involved employee(s) on a timely basis. Formal performance evaluations shall continue to be conducted on a yearly basis.

21.2 – Performance Evaluation

Shall be administered in accordance with applicable laws, regulations, and internal guidelines.

21.3 – Grievances

Union members shall retain the right to grieve formal annual performance evaluations.

ARTICLE 22 **BENEFITS**

The City, through the Human Resources Department, shall review all employee benefit packages annually, and shall meet and confer with Union whenever changes in benefits coverage or carriers are anticipated. The Union shall name a representative(s) to serve on employee committees appointed to review and make recommendations to the City regarding vendor bids submitted in response to RFPs for employee benefits. All contributions for employee benefits are subject to funding appropriations.

22.1 – Medical

The City offers two types of medical benefit plans for all bargaining unit employees to be chosen at the employee's discretion.

1. Copay Plan: The City will pay an amount equivalent to eighty (80%) percent of the cost of the purchase of the group medical insurance.
2. High Deductible Health Care Plan: The rates are determined by the Plan as approved by the Employee Benefits Committee on an annual basis.

22.2 – Dental, Life Insurance, and Accidental Death and Dismemberment

The City shall provide dental, life insurance, and accidental death and dismemberment to the bargaining unit employees at the eighty (80%) percent of the benefit premiums.

22.3 – Optical Insurance

The City shall continue to provide optical discount packages to the bargaining unit employees.

22.4 – Pre-Paid Legal

The City shall contract with a firm to provide pre-paid legal benefits. Employees may subscribe to this insurance at the rates prescribed by the pre-paid legal firm.

22.5 – Tool Replacement

The City shall receive via electronic media (CD/DVD/Flash Drive), from each employee covered under this Section, annually, by January 30th, dated photographs clearly showing the entire contents of the mechanics' toolbox. In addition to the photographs, the mechanic shall have a notarized inventory list with the make of each tool. Only the tools shown in these photos and on the notarized inventory list will be considered for tool replacement due to theft or natural disaster. If a police report is filed showing the theft of tools due to forcible entry or in the event of a natural disaster whereby the employee completes, and signs, an inventory of tools destroyed and receives the Division Manager's approval, the City will cover up to \$60,000 replacement value limit per occurrence, with a \$1750 deductible per incident. The payout will be offset by any other source of insurance reimbursement; personal or City insurance. The City agrees to provide additional security measures, such as monitored alarm systems, for the buildings in which mechanics' and City tools are located.

22.6 – Tool Allowance

The City shall provide an annual \$300 tool allowance for new tools at the beginning of the fiscal year to Fleet Maintenance Mechanics, Heavy Equipment Mechanics, and Park Equipment Technicians who are members of the bargaining unit and are required to provide their own tools to perform their duties. Receipts for all tools must be submitted to the Financial Services Department for inventory and tax reporting purposes.

22.7 – Maintenance of Benefits

Payment of City's share of benefits shall be maintained during all approved paid leave.

22.8 – Retirement Benefits

City shall pay seventy-five (75%) percent of all bargaining unit employee contributions to the Public Employees Retirement Association (PERA). In addition, the right of bargaining unit employees to participate in the International City/County Management Association – Retirement Corporation deferred compensation plan shall continue.

An employee after serving ten (10) or more years but less than 24 years as a City of Rio Rancho employee, who has accumulated sick leave at the time of his/her PERA eligible retirement from the City, shall be eligible to convert those hours to vacation to allow the employee to retire at an earlier date under the following conditions:

- a. The first 250 hours may be converted at a ratio of 4:1, i.e. four (4) hours of sick leave to one (1) hour of vacation;
- b. The second 250 hours may be converted at a ratio of 2:1; and
- c. An additional 500 hours may be converted at the ratio of 1:1 for a total of 1,000 hours maximum converted.
- d. The cash payments will be made on a bi-weekly basis not to exceed the employee's regular rate of pay.

An employee, after serving fifteen (15) years with the City of Rio Rancho may convert sick leave to vacation leave at the same rates set forth above upon separation from City employment in good standing.

An employee after serving 24 or more years as a City of Rio Rancho employee covered under PERA who has accumulated sick leave, shall be eligible to convert up to 1000 hours of sick time to vacation time at a 1:1 ratio when the employee is eligible to retire under PERA.

In no circumstances shall the employee be allowed to convert more than 1,000 hours of sick time to vacation.

22.9 – Retiree Health Benefits

If the City provides retiree health care benefits to employees, the City shall pay all buy-in costs and the City and employees shall contribute as determined by the State Retiree Health Care Authority Board (State Retiree Health Care Act NM 2.81).

22.10 – Specialty Pay for Building Inspectors

Building inspectors are required to inspect commercial and residential buildings and to have both residential and commercial certifications for the position in which they are hired. If

employee obtains additional certifications outside of their main certification, they will receive Specialty Pay of 2.5% of their base salary for each additional certification, up to a maximum of 10% additional pay. Please note that for the purposes of this section, the term “Inspector” is a generic term and is meant to include the following specialties: Building, Plumbing, Mechanical, and Electrical inspectors. ***The intent of Article 22.10 is to provide specialty pay only when an Inspector who is hired in one specialty obtains a second (or third) specialty, as is demonstrated in the chart below:***

<u>Inspectors</u>	<i>License or Certification required by the Position Description & included in base pay</i>	<i>Additional percentage of salary added to base when additional certifications are acquired. To be eligible for the additional pay, certifications must comply with State of NM, IAPMO, or other regulatory requirements</i>		
Building Inspector (position # 12078)	State of NM General Construction Inspector Certification. Both National <u>residential</u> and <u>commercial</u> Construction Inspector Certifications.	<u>Plumbing</u> 2.5% for residential; 2.5% for commercial (5% for both).	<u>Mechanical</u> 2.5% for residential; 2.5% for commercial (5% for both).	<u>Electrical</u> 2.5% for residential; 2.5% for commercial (5% for both).
Mechanical/ Plumbing Inspector (position # 12101)	A State of NM Certification and IAPMO Plumbing or Mechanical certification for both <u>residential</u> and <u>commercial</u>	<u>Building</u> 2.5% for residential; 2.5% for commercial (5% for both).	<u>Plumbing or Mechanical</u> 2.5% for residential; 2.5% for commercial (5% for both).	<u>Electrical</u> 2.5% for residential; 2.5% for commercial (5% for both).
Electrical Inspector (position # 12100)	Journeyman’s License EE98J. Both ICC <u>residential</u> and <u>commercial</u> electrical certification and NM electrical Inspector certification	<u>Plumbing</u> 2.5% for residential; 2.5% for commercial (5% for both).	<u>Mechanical</u> 2.5% for residential; 2.5% for commercial (5% for both).	<u>Building</u> 2.5% for residential; 2.5% for commercial (5% for both).

22.11 – Specialty Pay for Mechanics

Specialty Pay for Mechanics is provided when certifications are earned per the following chart:

<u>Mechanics</u>	<i>Additional percentage of salary added to base</i>
Vehicle & Equipment Mechanic (C)-II or Vehicle & Equipment Mechanic (D)-II	Each certification will entitle the Mechanic to 2% Specialty Pay for up to 8 certifications, for a total of up to 16% Specialty Pay. <u>Qualifying Certifications:</u> These National Institute for Automotive Service Excellence (ASE) tests, when passed, qualify for additional Specialty Pay. No other certifying organizations or tests will be considered for Specialty Pay (i.e., tests taken during Military service). <ul style="list-style-type: none"> • Engine Repair (test A1) • Automatic Transmission/Transaxle (test A2) • Manual Drive Train & Axles (test A3) • Suspension & Steering (test A4) • Brakes (test A5) • Electrical/Electronic Systems (test A6) • Heating & Air Conditioning (test A7) • Engine Performance (test A8)

22.12 – Specialty Pay Provisions

Cost to obtain the additional certifications/licenses. All costs to obtain an additional certification or license (books, training courses and tests) must be borne by the employee.

Responsibilities and Administration. To be eligible for the Specialty Pay, employee must submit a form to their Department Head that indicates the date the license or certification was obtained and the expiration date of the license or certification, as well as a copy of the actual license or certification. Specialty Pay will only be provided for full pay periods that begin after the date the certification or license was obtained and submitted to their Department Head. Employees are responsible for notifying the Human Resources Department when the Specialty Pay has expired or has been revoked. If it is discovered that Specialty Pay has erroneously been paid after the license or certification has expired or has been revoked, employee must reimburse the City for Specialty Pay given when earned.

Effect of Specialty Pay on base pay. Specialty Pay is to be provided as a percentage computed "on top" of the base pay. When the certification expires or is revoked, the specialty pay will be removed leaving only the base pay in effect. Specialty Pay is not considered part of the employee's base pay and will not be used may reach the maximum of the grade. If an employee's base pay reaches the maximum of the pay grade, the specialty pay percentage is in addition to the maximum of the pay grade.

ARTICLE 23
EMPLOYEE ASSISTANCE PROGRAM

23.1 – Commitment to Employee Assistance Program (EAP)

The City and the Union jointly recognize that treatable illnesses and disorders occur in the work force as a result of personal problems, for example, stress, family problems, emotional and situational disorders, financial problems, legal difficulties, child or elder care, alcoholism, and drug dependency. Employees may utilize the services of EAP when they determine the need.

23.2 – EAP Services

The City shall provide free of charge a confidential employee assistance program (hereinafter referred to "EAP") staffed with qualified and licensed professionals. The EAP service shall offer professional assessment and short-term counseling and referral service. The program is designed to assist employees and their immediate family members with personal or work-related problems including, but not limited to, drug or alcohol abuse and use, that may affect the employee's wellbeing and ability to perform their job. Employees may self-refer when they recognize a need for assistance.

23.3 – Referrals to EAP

The City reserves the right to encourage employees whose work performance is adversely affected to pursue counseling, help, or treatment through the Employee Assistance Program (EAP). The employee shall have the right to attend an EAP initial assessment and two (2) sessions on administrative leave, if requested by the City, all other sessions will be charged to sick or annual/vacation leave upon his/her request without loss of pay. Employees who take advantage of the EAP and employees who decline to utilize this service shall not have their job security or promotional opportunities jeopardized solely by reason of their participation in the program.

23.4 – Confidentiality

The City and the Union recognize that all confidential information and records concerning employee counseling and treatment shall be maintained and used in accordance with applicable laws, rules and regulations. The City cannot use information about an employee in any action against the employee, without the employee's consent, if the information was obtained under this Article. This does not preclude the notification of law enforcement authorities in "duty to warn" situations as required by law. The City will not initiate contacts with EAP counselors or treatment providers for the purpose of obtaining information about the employee. No information relating to any matter covered by the EAP shall be disclosed without the employee's written permission.

ARTICLE 24
VEHICLE USE, TRAVEL, PER DIEM AND MILEAGE

24.1 – City Policies

The City's current Administrative Policies and Procedures entitled:

- "Vehicle Policy" – Chapter 2, Article 12; Effective January 1, 2003;
- "Travel and Mileage Advances and Reimbursements" – Chapter 2, Article 14; Effective September 19, 2003;

including any future amendments, will be incorporated by reference herein, as if they were here in their entirety.

24.2 – Travel Time

The City agrees that to the maximum extent practical, employees shall be assigned to travel within their regular hours of work. In those cases in which official travel cannot be scheduled within the assigned employee's hours of work, the employee shall be compensated for travel time in accordance with the provisions of the City Policy and the Fair Labor Standards Act.

24.3 – Use of Personal Vehicles

The City shall make every effort to provide a City vehicle for travel purposes, including from worksite to worksite in accordance with provisions of the Fair Labor Standards Act. If a city vehicle is unavailable, personal vehicles may be used with prior approval, in accordance with applicable Administrative Policies and Procedures.

24.4 – Specially Equipped Personal Vehicles

In accordance with the Americans With Disabilities Act, use of specially equipped personal vehicles shall be allowed by an employee with a qualified disability, with prior approval, in accordance with applicable Administrative Policies and Procedures.

ARTICLE 25
HEALTH AND SAFETY

25.1 – Commitment to Health and Safety

The City and the Union are committed to working together to maintain a healthy and safe workplace. Both parties agree that all employees should be actively involved in creating a safe workplace and complying with all applicable safety and health policies and procedures. Both parties recognize that good physical health and being prepared to do physical work may reduce injuries. Together, the parties will explore methods to promote health and safety programs.

It is City policy to initiate and operate a comprehensive Health and Safety program to:

- Reduce or eliminate human and financial losses incurred from injury, illness, and property damage in the workplace;
- Motivate employees to work safely;
- Ensure the rights of employees to include freedom from reprisal; and
- Comply with Federal, State, City, and Departmental regulations, policies, procedures, and directives.

25.2 – Mutual Objective

The Union and the City recognize the value of working together to maintain high standards of occupational health and safety throughout the City. Both parties commit to work together to create an environment that promotes a positive approach to processes, attitudes and activities that bring about the changes necessary to achieve a workplace free of incidents, accidents and injuries. It is the intent of both parties that no employee shall be required to be in a position of imminent risk of death or serious bodily harm in the performance of work beyond the scope of his/her regular job duties.

25.3 – Health and Safety Standards, Measures, and Responsibilities

Safety is an integral part of the responsibilities of every manager, supervisor and employee. Safety management exists to assist managers, supervisors and employees in the better performance of their duties.

City Responsibilities. The City, to the full extent of its authority, shall provide employees with a safe and healthy workplace free from recognized safety hazards, shall comply with applicable laws and regulations relating to the safety and health of employees, and shall:

- a. Assure prompt response to reports of unsafe or unhealthful conditions.
- b. Establish procedures to assure that employees are not subjected to interference, discrimination, or other reprisal for reporting unsafe or unhealthy conditions or for participating in OSHA program activities.
- c. Assure that periodic inspections of City workplaces are performed by qualified and properly equipped personnel, as determined by the City.
- d. Assure abatement of unsafe and unhealthy working conditions in City owned and leased workplaces.
- e. Assure proper posting of OSHA Notices to identify existing unsafe and unhealthy conditions as determined by management that cannot be corrected immediately.

- f. Take appropriate action to ensure employees are not placed in a position of imminent risk of death or serious bodily harm in the performance of work beyond the scope of their regular job duties.
- g. Provide employees with facilities and worksites that are in compliance with established health and safety laws and regulations.
- h. Provide employees with adequate information on communicable diseases and infestations to which they may have routine exposure.
- i. Provide hearing protection for employees exposed to excessive noise levels at their work sites in accordance with applicable regulations.
- j. Maintain in safe working condition all City owned motor vehicles, tools, and equipment.
- k. Provide safe and clean areas for meal and rest breaks.

Union Responsibilities. Union agrees to cooperate fully with the City in fostering an effective and progressive safety program, including but not limited to providing appropriate support and assistance to the City in carrying out its responsibilities above. The Union shall work with the City officials in an effort to ensure that employees strictly observe safety rules and properly utilize the safety equipment issued to them.

Employee Responsibilities. In accordance with Article 2 of this Agreement, it is recognized that each employee has a primary responsibility and obligation to know and apply safety rules and practices as a measure of protection. All employees shall perform their duties in a safe and careful manner and shall follow all applicable federal, state and local regulations, and City health and safety rules, regulations, and practices so as not to endanger themselves, their co-workers, or the public.

Employees who reasonably believe they may be exposed to an imminent danger should immediately take the necessary steps to protect their personal safety and then report the matter to the appropriate level of management.

It is the responsibility of each employee to promptly and appropriately correct and/or report violations of City health and safety rules, regulations, and practices as soon as practicable to the appropriate City or Union representative. Employees are responsible for recognition of City, NIOSH, and industry requirements by regularly wearing and using equipment provided by the City. Failure to comply may result in disciplinary action.

25.4 – Investigations

The City shall promptly investigate the circumstances and the cause of accidents, and Union shall provide support and assistance as appropriate.

25.5 – Training

Appropriate health and safety training, as determined by the City, will be provided to employees. Union may request for such training, and will not be unreasonably denied.

25.6 – Health and Safety Committee

To facilitate the development and active maintenance of safety management programs, a Health and Safety Committee (hereinafter referred to as HSC) shall continue to function. Each party shall appoint an equal number of members to the HSC, in accordance with the Committee's administrative guidelines. The HSC shall meet regularly at reasonable intervals based on the tasks

to be accomplished but not less than four (4) times per year. Employee members shall attend on paid status as part of their regular work hours, and shall work with their immediate supervisor to schedule meeting attendance. The HSC shall:

- a. Recommend safety and health standards specific to each Department's operations.
- b. Review Department's loss control information to ensure adequate measures are being taken to prevent recurrence of the same or similar losses; and
- c. Recommend guidelines designed to minimize employee risk of becoming a victim of violence, injury or abuse while on the job.
- d. Notify Committee members and their supervisors in advance of scheduled HSC meetings.

HSC recommendations shall be forwarded to the City Manager for consideration and possible implementation, in a timely manner.

25.7 – Emergency Transportation

An employee who suffers an on-the-job injury or illness and requires immediate medical care shall be transported to a treatment facility. Time spent for the emergency during employee's scheduled work hours on the day of the on-the-job injury or illness shall be considered regular work time for purposes of pay. Time off taken for the injury or illness following the day of initial occurrence shall be treated as sick leave, or as covered workers compensation time if qualified.

25.8 – Reimbursement for Property Loss

In situations where an employee sustains a job related injury that also damages their personal effects, the City shall reimburse either the replacement value, or cost for repair of such items as applicable, not to exceed \$1,000 for hearing aids and prostheses and \$250 for all other items. This section shall not apply to wear and tear and damage to personal effects normally associated with the work being performed. The employee shall deliver the damaged property to the employee's supervisor for inspection purposes. For purposes of this section, personal effects shall include the following items:

- a. Prescription eyeglasses, contacts and prescription sunglasses, safety eyeglasses and prescription safety sunglasses, hearing aids, prostheses or other similar medical aids or equipment;
- b. Watches;
- c. Clothing, including boots and shoes; and
- d. Other personal effects with reasonable cause.

25.9 – Critical Incident Stress Debriefing

The City shall provide employees appropriate and adequate Critical Incident Stress Debriefing (hereinafter referred to as CISD). CISD is to be used for critical job-related incidents including, but not limited to, mass casualty, serious work injury and/or work related death of a co-worker. Such CISD shall include, when appropriate, initial debriefing, individual and group therapy and/or counseling, and/or follow-up. All debriefings and other CISD sessions shall be

strictly confidential. When appropriate, CISD may be provided in addition to Workers Compensation benefits.

25.10 – Modified Work Assignments

The City shall make reasonable efforts to provide employees covered by this Agreement with opportunities for returning to work on a modified work assignment due to temporary medical restrictions while recovering from injury or illness. An employee provided with an early return to work in modified duty assignment shall be given such assignment for a period of up to six (6) months consistent with accompanying medical recommendations. Any necessary medical documentation requested by the City shall be confidential, with access restricted to the City's Medical Consultants and authorized Human Resources personnel. Access to this information to other parties shall be provided only with the employee's written consent. An employee that returns to work on a modified work assignment shall be paid no less than their last rate of pay.

25.11 – Personal Protective Equipment

The City shall provide to employees in positions covered by OSHA regulations personal protective equipment on an as-needed basis to include, but not limited to as follows: safety footwear, safety gloves, headgear and safety eye wear.

It is agreed that the City will cover the cost of safety footwear, up to \$150.00 per year, for any employee covered by the AFSCME bargaining unit who is required to wear safety footwear at a construction site and/or for those employees whose job involves construction/maintenance activities and the employee visits construction sites on a daily/regular basis (e.g. Inspectors, Streets and ROW Foreman) and/or is involved with maintenance projects on a regular basis.

For those employees who visit construction sites on an infrequent basis (e.g. Project Managers) and/or for those employees who are involved with construction/maintenance activities on an infrequent basis, the City will cover the cost of safety footwear once every three years up to \$150.00. It is up to the discretion of the Department Director to determine those employees who visit a construction site and/or are involved with maintenance projects on an infrequent basis versus those whose job involves those duties on a regular basis.

Out of cycle replacement of safety footwear for all employees listed below, and in accordance with the safety footwear replacement schedule, will only be considered if the footwear is damaged during the course of performing City required duties. The employee is required to inform the supervisor of this damage within two (2) work days of the issue. If damage is not reported within two (2) work days, safety footwear will not be replaced by the City.

The department will determine the vendors from which employees may purchase safety footwear and the time of year for safety footwear to be purchased. Anything in excess of the \$150.00 will not be reimbursed by the City and will be at the employee's own expense.

After completing the probationary period, new employees will be eligible to participate in purchasing safety footwear at the time the Department Director designates.

Employees who qualify for the safety boot allowance shall consist of, but not be limited to, the following:

Annually if needed: Project Inspectors, Line Locators, Traffic Field Operations, Park Maintenance Supervisor, Inventory Control Tech, Park Maintenance Worker I, Park Maintenance Worker II, SROW Worker, Truck Driver, Equipment Operator, Mechanic, Foreman,

Building Inspectors (Building, Electrical, Plumbing, Mechanical), Animal Control Officer, Animal Control Kennel Worker.

Every Three Years if needed: Project Managers & Project Engineers.

25.12 – Inoculations

Bargaining unit employees exposed to communicable diseases in the course of their duties will be provided with appropriate tests and immunizations through the appropriate medical provider, or at the City's expense (i.e., HIV, Hepatitis, Rabies, Tuberculosis, Tetanus).

25.13 – Uniforms

Bargaining unit employees required to wear uniforms (as defined in Internal Revenue Service regulations) during the course of their duties shall be provided said uniforms at the expense of the City.

ARTICLE 26
COMPENSATION

26.1 – Budget Authority

Reference to Section 36.05 Rio Rancho Code of Ordinances 2003, Management and Union agree that the terms of this agreement relating to the salary adjustments are contingent upon sufficient appropriation and authorization being made by the Governing Body.

26.2 – Compensation Plan

The City shall meet with the Association, no later than February 1st of each year, to negotiate wage compensation for the next year's fiscal budget.

ARTICLE 27
AGREEMENT BETWEEN PARTIES

27.1 – Severability

Should any part of this Agreement or any provision contained herein be declared invalid by a District Court of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties agree to bargain a replacement provision in good faith that, to the extent legally allowable, serves the same purpose as the severed language.

27.2 – Zipper Clause

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 not removed by law. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement, which incorporates the entire understanding of the parties on all issues which were the subject of negotiations.

27.3 – Amendment by Memorandum of Understanding (MOU)

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 or interrupted during the term of the Agreement by mutual written agreement in the form of MOU via the Labor Management Committee. City shall copy the MOU and Union will ensure its distribution to all bargaining unit employees within fourteen (14) calendar days after the signed date.

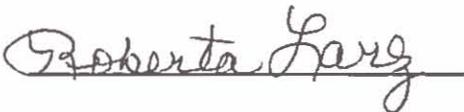
27.4 – City Personnel Policies and Work Rules

It is recognized that City has certain personnel policies and work rules, specifics of which were not addressed in this current agreement. In areas where there is a conflict between the City policies and this contract, the contract will prevail.

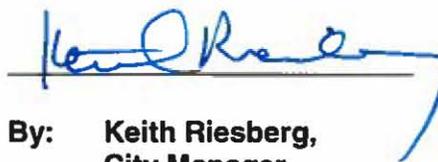
27.5 – Term of Agreement

This agreement is to be effective October 13, 2016, and is to remain effective until and including June 30, 2020, and shall continue thereafter for successive periods of one (1) year, unless either party shall at least 90 days prior to the expiration date, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement or sections therein.

IN WITNESS WHEREOF, the parties have set their hands and seals this 13th day of October, 2016.



**By: Roberta Larez,
Interim AFSCME President**



**By: Keith Riesberg,
City Manager**