



AGREEMENT
BETWEEN

THE CITY OF ALAMOGORDO,
NEW MEXICO

AND

THE AMERICAN FEDERATION OF
STATE, COUNTY, AND
LOCAL MUNICIPAL EMPLOYEES, LOCAL 3818

APRIL 18, 2022, THROUGH JUNE 30, 2025

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PREAMBLE

THIS AGREEMENT has been made and entered into between the CITY OF ALAMOGORDO (hereinafter referred to as the "Employer" or the "City") and AFSCME LOCAL 3818, the ALAMOGORDO CITY EMPLOYEES, A.C.E., (hereinafter referred to as the "Union".)

The overall purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest, and in the interest of all employees herein covered, and in the interest of the City to maintain harmony, cooperation, and understanding between the Employer and the Employees in the Unit, to protect the rights of the City Employees, to protect the rights of the Employer, and to protect the delivery of services to the citizens of the City of Alamogordo.

The City, the Union, and its members agree that every effort will be made to administer and abide by this Agreement in accordance with the true intent of its terms and provisions to the end of maintaining sound labor management relations.

SECTION 1. SCOPE OF AGREEMENT

This Agreement relates to the Employees of the City in the designated collective bargaining unit. The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by both parties as the result of negotiations of the parties as provided in the current Public Employees Bargaining Act.

SECTION 2. RECOGNITION

The City recognizes the AFSCME Local 3818, AFL-CIO as the sole exclusive bargaining representative in all matters pertaining to wages and salaries, hours, working conditions, and other conditions of employment for the employees in the Unit described in this "Agreement". The City recognizes the Union as the exclusive bargaining agent for all regular, full-time, part-time, Clerical and Blue Collar, non-introductory, non-confidential, non-supervisory, employees.

SECTION 3. NON DISCRIMINATION

The parties agree that the provisions of this agreement shall be applied equally to all employees in compliance with applicable law against discrimination as to race, color, national origin, religion, ancestry, sex, age, physical and mental handicap, serious medical condition, disability, spousal affiliation, sexual orientation, and gender identity.

Furthermore, no employee shall be discriminated against by reason of union membership or non-membership or activities on behalf or in opposition to the Union.

SECTION 4. SEXUAL HARASSMENT

The City policy on sexual harassment will apply to this contract.

SECTION 5. UNION RIGHTS

- A. An officer of the Union may, after approval from their supervisor, be allowed time off with pay for the purpose of representing employees in grievance hearings or other approved activities. Grievant's and witnesses in grievances may, after approval from their supervisor, be allowed reasonable time off with pay to participate in grievance hearings or other approved activities. Such approval shall not be unreasonably withheld. Time off with pay shall not include time spent during non-working hours.
- B. The Union President, or the President's designee, upon the approval of the City Manager, will be allowed time off with pay to assist in employee/management matters.
- C. It is understood that the Public Employee's Bargaining Act ("PEBA") controls where a conflict exists.
- D. Union representatives shall have reasonable access to the premises of City departments for the purpose of conducting Union meetings with represented employees. Union representatives shall have access to City facilities at a time and place set by the Union representative and upon mutual agreement with the supervisor, or designee in charge of the requested facility. Such requests shall not be unreasonably withheld and shall be for the purpose of administering this Agreement and the Union's rights under Section 10-7E-15 of PEBA. The Union agrees that such activities may not interfere with the operational requirements of the department. The Union representative may request, through the City Manager, meetings to prevent, clarify or resolve a mutual problem.
- E. Local Union officers may be allowed sufficient time off without pay for Union membership meetings, Union conventions, conferences, workshops, and seminars. Upon approval, the employees shall have the option of utilizing any accumulated PTO time in lieu of taking such leave without pay. Such approval will not be unreasonably withheld, nor shall it be considered unreasonable for Management to deny such approval when in the opinion of Management, production or staffing requirements are affected by such absence.
- F. Spaces for a bulletin board shall be furnished by the City for the posting of official Union notices and other information except religious, partisan politics, derogatory, or discriminatory notices. The bulletin board will not be used to criticize the Union, any Union officials, Management, or any employees.
- G. Time off without pay taken in conjunction with this section shall be counted as continuous service for calculating seniority as provided for in this Agreement.
- H. It is mutually understood by the parties to this Agreement that the Union may distribute any additional material along with a copy of this contract at their expense.

SECTION 6. JOINT LABOR-MANAGEMENT COMMITTEE

A Joint Labor-Management Committee (LMC) shall be established and comprised of three Management Employees selected by Management, and three Union Employees, selected by the Union. Committee members shall be appointed in advance and notice provided to each party. Substitute members may be appointed for vacancies and absences respectively by Management or the Union with advance notice to the other party. Committee meetings shall be mutually scheduled to discuss any matters that might arise. The primary work or objective of the LMC will be to provide a mechanism for the fair, constructive and expedient approach to resolving matters in the workplace. Provided, however, employment decisions shall ultimately be the sole and complete responsibility of City management. It will not be the purpose of the Committee to discuss or adjudicate new or pending individual grievances. Persons participating in this process will experience no loss in pay for their attendance at such meetings. It is recognized that such meetings do not have to be scheduled during the employees' normal work hours.

SECTION 7. UNION MEMBERSHIP DUES DEDUCTIONS

- A. Upon receipt of a voluntary authorization dues deduction card executed by an employee who is covered by this bargaining unit, the employee may have membership dues deducted by the City in accordance with the dues levied by the Union in accordance with its constitution and its by-laws. Employees may cancel their dues deduction authorization at any time subject to a fifteen (15) working day written notice to the personnel office, which will then notify the union.
- B. The City agrees to forward to the Union all dues withheld pursuant to valid authorization cards. Dues withheld will be forwarded to the Union each pay period.
- C. Should an issue arise as to the amount deducted, the City's only obligation is to present factual material as to the amount actually deducted. Any adjustment shall be handled strictly between the employee and the Union.
- D. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or any other forms of liability that shall arise out of or as a result of any conduct taken by the City for the purpose of complying with this section.
- E. Upon an employee's separation of employment, union dues will not be withheld from an employee's last paycheck unless specifically authorized in writing by an employee.

Exceptions. An employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which historically has held conscientious objections to joining or financially supporting a labor organization, may meet this obligation by paying the equivalent of the fees to one of the organizations on the approved list.

The Union shall indemnify and hold the City harmless from all actions taken by the City in compliance with this provision.

SECTION 8. MEMBERSHIP ELIGIBILITY REPORT

The City agrees to provide the Local Union a list of employees in the bargaining unit each month, upon written request by the Local President or their designee. The list shall include name, address, and position. This list shall not replace the reporting requirements under PEBA. However, the reporting requirements under PEBA will count for the list in the months it is provided to the Union. The City will provide the requested list within three (3) working days of the request.

SECTION 9. CONTRACT ORIENTATION

Should the City determine the need for contract orientation, the parties agree to hold a contract orientation for Union eligible employees within 45 days of the execution of this agreement, which will be conducted jointly by a management representative and a union representative. The City agrees to provide employees of the bargaining unit time off with pay to attend.

SECTION 10. COMMISSION MEETING AGENDA BOOK

A copy of the City of Alamogordo Commission meeting agenda book is available on-line through the City's website should one be needed.

SECTION 11. JOB POSTINGS/VACANCIES

- A. For the purpose of this section, a regular vacancy is created when:
 - 1. The City has approved an increase in work force and determines to fill the new positions.
 - 2. The City decides to replace the incumbent because of termination, promotion or demotion.
- B. Job vacancies will be posted for a minimum of five (5) working days and copies of the posting will be made available to the President of the Union. The City may select from this list of candidates for a period of six (6) months.
 - 1. Job vacancies will be posted a minimum of five (5) working days on City Hall bulletin boards and on the City's web site. Postings that are only open to current employees will be emailed to all City employees who have email on the City's internal email system.
- C. Job posting shall state the position, duties, and rate of pay.
- D. The shift assignment may change as a result of the exercise of shift preferences.
- E. When the City determines to conduct an open recruitment, qualified full-time regular city employees will be given a ten (10) percent preference on the scoring used to determine the

most qualified applicant. This ten (10) percent preference will apply only to those employees who achieve at least the minimum passing score as established by the City.

- F. Employees who apply for a posted position and are not selected will be notified.
- G. Qualifications shall consist only of job-related education, experiences, licensure, certifications, and/or legal requirements that are:
 - 1. appropriate to the occupation and job duties of the position;
 - 2. necessary for successful performance of the essential duties of the position; and
 - 3. are not designed to unduly restrict competition.

SECTION 12. IN-HOUSE RECRUITMENT

- A. When the City determines to conduct an in-house recruitment, regular, non-introductory, full-time employees will be considered prior to the consideration of any temporary or part-time employees.
- B. Employees appointed to a position in the bargaining unit by promotion or transfer shall serve a ninety (90) day trial period. Trial period employees may be removed from their position if, in the judgement of the City, the employee does not demonstrate the abilities of the position.
- C. When possible, employees on a trial period who are removed shall be reinstated to their former position, if vacant, or to an equivalent vacant position.

SECTION 13. OFFICIAL JOB DESCRIPTION

- A. The official job description of any position within this bargaining unit shall be maintained by the Human Resources Department. The official job description of any position may be reviewed by the Union or the employee for his/her given position. Any changes or revisions in the official job description will be provided to all affected employees within ten (10) working days of the change or revision.
- B. The official job description will reflect the duties to be performed. Employees may review their own departmental job descriptions.

SECTION 14. RE-EVALUATION AND RE-CLASSIFICATION

The City will not engage in re-classification actions, the result of which would be to remove classifications from the bargaining unit to classifications outside the bargaining unit without first giving 30 days' notice and providing for input from the Union.

SECTION 15. CONTRACTING OUT

The City agrees that prior to contracting out bargaining unit positions, the Union will be notified and given the opportunity to provide input no later than thirty (30) calendar days before the Request for Proposal (RFP) or bid packages are sent to the possible contractors. The City will furnish the RFP or bid packages to the Union as soon as it is completed and will furnish all available cost comparison data in a prompt manner. The City further agrees to work with the Union to research alternatives.

SECTION 16. PERFORMANCE EVALUATIONS AND/OR APPRAISALS

- A. Any employee may review a negative performance evaluation/appraisal through the chain of command up to the Department Director.

- B. The employee may document his/her point of view on any evaluation/appraisal. Such documentation will be in writing within fourteen (14) calendar days and will be made a part of his/her personnel file.

- C. Employees shall be required to sign that they received the performance evaluation or appraisal but will be allowed to indicate that he/she does not concur with the performance evaluation or appraisal.

- D. The employee's evaluation shall be completed within 30 days of the due date, so that the evaluation can be processed in a timely manner by the Human Resources office.

- E. Performance criteria shall be specific, attainable, relevant, measurable, objective, and consistent with an employee's job duties, responsibilities and relate to his/her job description. Measurement criteria shall be job and outcome related. The criteria shall be provided to an employee in writing at the time of hire and changed only after review with the employee.

SECTION 17. EMPLOYEES PERSONNEL FILES

- A. A copy of any material pertaining to an employee's performance or to disciplinary actions to be placed in the employee's official personnel file must be presented to the employee for signature and review.

- B. An employee may respond in writing to any item placed in his or her official personnel file within fourteen (14) calendar days of receiving or reviewing the document. Such response will become a part of the file.

- C. All employees or their designees, as authorized in writing, shall be allowed to review the contents of his or her personnel file during normal working hours (8:00 A.M. to 5:00 P.M.) with the exception of medical files. Personnel files may be reviewed by appointment only and with prior notification to the immediate supervisor. Human Resources will honor

an appointment within seven (7) calendar days of the request. Reasonable requests for copies of documents in the file shall be honored.

D. The personnel file kept in the Human Resources Office is the official employee file.

E. For the purpose of interviews, personnel files may be viewed by departmental authorized personnel. Departmental working files may be viewed by employees upon request to their immediate supervisor.

F. Human Resources Department files are a permanent record of an employee's performance with the City of Alamogordo. Except as permitted by this agreement or by order of an arbitrator, the PELRB or the courts, such files will not be purged.

G. Disciplinary Actions

1. A verbal counseling shall not be considered disciplinary.
2. Documented verbal and written warnings are considered disciplinary and will be maintained for purposes of progressive discipline.
3. The degree of corrective action administered will depend on the nature and severity of the infraction and the employee's prior record. Management has the right to bypass the progressive discipline process.
4. Upon the order of an arbitrator or judge of competent jurisdiction, Disciplinary/Corrective Actions and relevant documentation may be removed from or sealed within an employee's official Human Resources file.
5. For the purpose of progressive discipline corrective actions older than forty-eight (48) months will not be considered. Accidents shall only be considered as outlined in the City of Alamogordo Safety and Health Manual.

SECTION 18. WORK SCHEDULES

A. Official Workweek – An Employee's workweek shall consist of forty (40) hours per week for a full-time employee. A part-time employees work week shall consist of approved budgeted work hours of less than forty (40) hours.

B. Opportunities – All bargaining unit Employees will be provided the opportunity to work a complete workweek. When a temporary situation exists such as bad weather and the Employee can be safely released from the job, the Employee may utilize accrued Paid Time Off or leave without pay. Nothing in this section shall be construed to preclude actions under the Layoff and Recall Section.

C. Flex Schedules – Flex schedules will be implemented consistent with the current City Ordinance. The City shall not unreasonably deny or rescind an Employee's written request for

a flex schedule except for a business purpose only. In the event an Employee is denied a flex schedule or that schedule is rescinded, the City shall provide the Employee the reasons for the denial or rescission of the schedule in writing. If an Employee's request cannot be approved because another Employee is also requesting, or is on the same schedule, then Department seniority shall be the determining factor as to which employee shall be granted or maintained on their requested flex schedule.

D. Staffing and Workload Standards – The City will make its best effort to assign workloads to treat Employees as equitably as possible within each department or division.

E. Notification – The City may change established work schedules to meet public service and operational needs. Where changes are to be made by the City for other than emergency reasons, or where schedules are to be adopted for new programs or where any regular or temporary change is to last for more than thirty (30) days to an employee's work hours, the City agrees to provide written notice to the Union and affected employees, prior to implementing the changes, as follows:

1. Thirty (30) days when adding one or more workdays to the work week (e.g. Saturday and/or Sunday);
2. Twenty (20) days when changing the length of the workday (for example, from eight [8] hours to ten [10] hours) or when changing starting/quitting times by more than two (2) hours;
3. Ten (10) days when changing starting/quitting time by two (2) hours or less.

F. Seasonal changes and overtime do not require prior written notice to the Union or employees.

G. Bargaining and Impasse Resolution – The Union may request bargaining over the change within half the time of the required notice. The failure of the parties to reach a resolution for Agreement shall not require the City to delay implementation of the change.

SECTION 19. SENIORITY & OVERTIME SCHEDULING

A. Seniority within this contract is defined as follows:

1. In the event of a reduction of work force or layoff, seniority is calculated from the original date of continuous regular full-time employment with the City in the classification held at the time of layoff (“classification seniority”). In the case of ties, the employee with the lower employee number will be considered to have more seniority. For the purposes of bumping, seniority is calculated from the date of

continuous, regular, full-time employment with the City. It is recognized that this does not include temporary employment.

2. For PTO scheduling of forty (40) hours or more, seniority is defined as length of continuous service within the classification earned with the work unit (“work unit seniority”).
 3. Scheduled voluntary overtime will be assigned on a rotational order by employee interest, then by classification seniority unless prohibited by a specific skill need. Employees interested in working voluntary overtime must submit a letter indicating they are wanting to work voluntary overtime to their supervisor. Supervisors will then assign voluntary overtime on a rotational order by seniority unless prohibited by a specific skill need. Employees who refuse the overtime two consecutive times that they are called will be removed from the list. These employees can resubmit a letter of interest after a thirty (30) day waiting period.
 4. If no employee on the overtime list is available, involuntary overtime will be required. Overtime will then be assigned in the reverse order of classification seniority.
 5. Management will assign unscheduled overtime based on standby assignments.
 6. An employees work schedule will not be changed to prevent the payment of overtime within the same work week as defined in the City of Alamogordo Employee Manual.
- B. Upon request by the Union or an employee the City will prepare a current seniority roster.

SECTION 20. LUNCH PERIODS

- A. The City will provide a lunch break of at least thirty (30) minutes but not to exceed sixty (60) minutes on non-pay status. Except as otherwise provided below, when allowed a lunch period of thirty (30) minutes or more, Employees will be allowed to leave the work site at the commencement of the lunch break and will be at the work site upon the completion of the lunch period.
- B. Lunch periods will be scheduled by Management approximately midway during the work shift.
- C. It is recognized that Management may require employees to remain at the work site and only take a twenty (20) to thirty (30) minute lunch period due to the nature of the work being performed. When so required, Employees will remain on pay status and the work shift will be reduced by an amount equal to the shorted lunch period unless the City elects to extend the work shift due to the need to complete a project, task, or for similar reasons. Employees will not be required to remain on or by the equipment but can be

directed to return to the equipment prior to the expiration of the shorted lunch period when necessitated by the nature of the work being performed.

- D. Employees who are unable to leave a worksite will receive a thirty (30) minute lunch period on pay status.

SECTION 21. BREAK PERIODS

Each employee will receive a fifteen (15) minute break period during the first and second half of each shift except in cases where service to the public would be interrupted.

SECTION 22. STANDBY AND OVERTIME PAY

- A. Employees who are required by their supervisor to be "on standby", meaning accessible by telephone and available to return to duty when called, shall be compensated at the rate of one (1) hour of their usual pay for every twenty-four (24) hours on call. All time under this provision that is not adjacent to an assigned tour will be considered as "portal to portal". Portal to portal is from the time the employee responds to the call to the time the work is completed. Time actually worked in response to calls shall be compensated at regular time or overtime as applicable.
- B. All leave except for those leaves related to, disciplinary action, leave without pay, or workers compensation shall be considered time worked for the purpose of computing overtime.

SECTION 23. COMPENSATORY TIME

The City and the Union agree to implement a policy of compensatory time as follows:

- A. The employee may elect to accept compensatory time in lieu of paid overtime. The employee must select compensatory time on a form provided by the City either prior to the overtime being worked or as soon as possible after working the overtime when approved by his/her supervisor. The compensatory time will follow overtime pay rules, i.e., time and one half for each hour in excess of forty hours per week. The maximum accrual of compensatory time will be eighty (80) hours. Accrued compensatory time will be recorded and accounted for through the City's payroll office and will reflect on the employee's pay stub.
- B. The employee will request from his/her supervisor, at the earliest possible time, permission to utilize accrued compensatory time. Provided that the absence of the employee will not disrupt the department, the time will be granted. The use of compensatory time will not be unreasonably denied. All compensatory time must be taken off no later than the end of the first pay period in June of each fiscal year. Compensatory time not taken due to the decision of the City or extenuating circumstances beyond the control of the employee shall be paid in the following pay

period. No compensatory time will be accrued after the first pay period in June of each fiscal year.

- C. Any accrued compensatory time will be converted to cash payment should employment with the City be terminated for any reason.

SECTION 24. HOLIDAY PAY

Holidays will be recognized in accordance with the City of Alamogordo Employee Manual.

SECTION 25. PAID TIME OFF (PTO)

Paid Time Off (PTO) will be provided in accordance with the City of Alamogordo Employee Manual.

SECTION 26. LEAVE TO VOTE

State Law requires, under certain conditions, all employees who are registered electors be granted two (2) hours with pay between the opening and closing of the polls to vote on all election days. Department directors must grant this time off for voting if requested by employees registered to vote. Department directors should schedule the time taken so that offices remain open during the normal working hours and the work of the department is affected as little as possible. Departments will not grant time off with pay to any employee whose normal work day begins more than two (2) hours after the opening of the polls, or ends more than three (3) hours prior to the closing of the polls. Time taken off for voting can be used for no other purpose. Department directors may require an employee to prove that he/she is a registered and eligible voter.

SECTION 27. LEAVE FOR CITY BUSINESS

Leave with pay may be authorized for an employee to attend official meetings where the good of the City service is involved or to conduct the City's business at a location other than the employee's normal work station.

SECTION 28. ANNUAL AND EMERGENCY MILITARY LEAVE

Military leave with pay will be authorized for all employees who are members of the National Guard or Air National Guard of New Mexico or any organized reserve unit of the Armed Forces of the United States, including the Public Health Service, for a period not to exceed fifteen (15) days in each federal fiscal year. This leave is in addition to other authorized leave when they are ordered to active-duty training with such units. In addition, all employees who are members of an unorganized reserve component may be granted leave with pay not to exceed fifteen (15) days in each calendar year for the purpose of attending organized courses of instruction or training periods authorized for such personnel. All employees called to active duty in emergencies declared by the Governor or the President for short periods of time shall be granted military leave with pay not to exceed fifteen (15)

days. A copy of orders must be attached to all requests for military leave, annual or emergency.

SECTION 29. BEREAVEMENT LEAVE

In the event of a death in the immediate family an employee will be granted up to three (3) days of leave. In the event the employee has to travel in excess of 500 miles one-way from Alamogordo, the employee will be allowed an additional day for that distance and for each 500 miles up to a maximum of 5 total days. The "immediate family" for the purposes of this provision is defined as: spouse, children, brother, sister, parents, parents-in-law, step-parents, brother and sister-in-law, son/daughter in-law, grandchildren, step-children in the home, legal guardianship, grandparents/grandparents-in-law. This leave will not be charged to PTO.

SECTION 30. FAMILY AND MEDICAL LEAVE

Family and Medical Leave will be administered in accordance with Federal law and the City of Alamogordo Employee Manual.

SECTION 31. ON THE JOB INJURIES

A. Injury leave will be handled in accordance with the Injury Leave policy outlined in the City of Alamogordo Employee Manual. Workers' compensation coverage, including medical benefits, will be handled in accordance with the law. Any employee injured on the job or who experiences an industrial illness on the job will be allowed to choose his or her Health Care Provider (HCP). The employee must notify the HCP that it is a work-related injury or illness. The City reserves its right to change after sixty (60) days to a Health Care Provider of its choice in accordance with the law. By the provision, neither party waives any rights or remedies otherwise available under the worker's compensation act.

B. Early Return to Work Modified Work Assignments. The Employer shall make a good faith effort to provide employees covered by this Agreement with opportunities for returning to work on a modified work assignment due to temporary medical conditions and/or restrictions while recovering from non-work-related injury or illness. An employee requesting an early return to work in modified duty assignment may request such assignment for a period of up to one (1) year consistent with accompanying medical recommendations. Any medical documentation requested by the Employer shall be confidential with access and use restricted as required by federal and/or state laws, regulations and/or guidelines. An employee who returns to work on modified work assignment shall be paid no less than their last rate of pay.

It is incumbent on the employee to follow all modifications to duty orders provided by the employees' health care provider.

SECTION 32. SAFETY

- A. The City agrees to provide a safe work environment. The Union agrees to actively cooperate with the City in meeting this requirement. The City will also comply with the Occupational Safety and Health Act (OSH Act) and all other applicable federal, state, and local laws and regulations.

The Union will be allowed representation on the City's Safety Committee should one exist.

- B. Personal Protective Equipment (PPE). In accordance with CFR 1910.132, safety equipment and devices such as non-prescription safety goggles, air purifying respirators (APRs) and powered air purifying respirators (PAPRs), gloves, foot protection (including over-the-ankle safety boots and over-the-shin PVC cement boots), water-proof waders, hard hats and protective hearing protection (earplugs, noise reducing earmuffs, etc.) as necessary to perform duties will be furnished and supplied by the City. The Union agrees to support the City in requiring employees to wear furnished PPE.

SECTION 33. WAGES AND RECREATIONAL FACILITIES BENEFITS

- A. FY 24: The parties agree to re-open bargaining for FY 24 wages no later than March 31, 2023.

B. If any represented or unrepresented unit, classification or association of City employees receive a general salary increase adjustment or lump sum payment after the ratification of this agreement which is greater than the compensation agreed to by AFSCME, such terms and conditions shall automatically be extended to all members of AFSCME bargaining unit. However, an individual increase, promotional increase, or a merit salary increase shall not result in an automatic extension.

C. City agrees to provide any increases per the outcome of the Classification and Compensation Study within budgetary constraints and as approved by City Commission.

D. Recreational benefits will be administered per the City of Alamogordo Employee Manual.

SECTION 34. BILINGUAL PAY

Employees will be compensated at a rate of fifty cents (\$.50) per hour for their bilingual abilities based on the following conditions:

1. Employee must interact with the public in a manner that would require bilingual services.
2. Employee has been designated by the Department Director to translate when needed by any City department. Employee must successfully pass a Bi-lingual proficiency examination administered by the Human Resources Department.

SECTION 35. MEDICAL AND DENTAL GROUP INSURANCE

The City will pay 60% of the group medical and dental premiums on the plans offered by the City. The employee who chooses to participate in these plans will pay the remaining 40% of the cost of the plans. However, in accordance with the Affordable Care Act, any employee who qualifies will pay the rate provided for under the law.

SECTION 36. SUGGESTION PROGRAM

A. Employee Suggestion Program. The City agrees to provide a suggestion program to encourage employees to participate in the betterment of the City of Alamogordo. This suggestion program will look at ideas for cost savings, more efficient methods of operation, energy conservation, and any other suggestions that may occur, with the exception that all safety suggestions will go to the safety committee first. The City may route the suggestions for evaluation wherever they desire. All suggestions will be acknowledged by the City as to receipt and become the property of the City upon submission. Employees' suggestions that are implemented and result in a measurable savings will be rewarded as follows:

Amount of Annual Savings from Suggestion/Idea	Lump Sum Award Amount
Up to \$5,000	8% of the amount of the annual savings
\$5,000 to \$20,000	10% of the amount of the annual savings
\$20,000 & Above	\$2,500 + 3 paid days off

While employees may submit as many suggestions as they can develop, the award will be paid one time per implemented suggestion based on the savings projected for the first year. Savings in the future years shall not be taken in consideration when calculating the award amount. The City Manager will determine whether a particular suggestion warrants a monetary award. Only those suggestions which result in a tangible benefit based on cost savings will be eligible for a monetary award. All awards are subject to budgetary considerations and are made at the discretion of the City Manager. An employee may neither grieve the City's decision to make or not make an award under this Program.

B. Employee Recognition Program. If a member of the bargaining unit qualifies, the member may receive a monetary or non-monetary award under the City's Employee Recognition Program. The Employee Recognition Program is designed to motivate employees and recognize employee contributions with monetary and non-monetary awards. There is no entitlement to any monetary or non-monetary award. All awards are subject to budgetary considerations and are made at the discretion of the Employer. Nevertheless, in considering whether or not to grant an award covered by this Article, the Employer will act in a fair and non-discriminatory manner. An employee may neither grieve the Employer's decision to make or not make an award covered by this program.

SECTION 37. EDUCATION AND TRAINING

The Department Director or designee may authorize employees to obtain required job-related education and training as needed and shall grant the necessary time off with pay to maintain the

requirement as required by Federal, State, and local laws and the City of Alamogordo Travel Policy.

The City recognizes that relevant training opportunities should be made available to Employees on a fair and equal basis taking into account job requirements.

SECTION 38. CERTIFICATION PAY

Upon documentation of the successful completion of an authorized certification, a sixty cent (\$0.60) per hour increase in pay will be given to bargaining unit employees under the following conditions:

- A. The certification is not a requirement of the members official job description;
- B. The certification is generally issued by a Federal, State, or professional association;
- C. Is an earned certification;
- D. The certification is justified by the members Director as being a benefit to the position and the City for the employee to hold certification and the department budget can accommodate the additional cost;
- E. Pay for an authorized certification will begin the first day of the pay-period following submission of the original certification document to Human Resources and justification by the Director;
- F. Certification pay may be removed at any time when determined to be in the best interest of the City as determined by the Director for business purpose;
- G. Pay for certifications with an expiration date will end on the last day of the pay period in which the certification expires; and
- H. The City Manager is the final authority for approval or denial of a request for certification pay. However, certifications will be dealt with in a fair and equitable manner.

For the purposes of this section, “authorized certification” is defined as a certification that is above and beyond the employee’s job requirements but that are a benefit to the City.

The Labor Management Committee (LMC) may review and provide recommendations regarding certifications eligible for compensation.

SECTION 39. REIMBURSEMENT FOR PROPERTY LOSS

Should an employee, during the course of his/her official duties, suffer damage to his/her clothing or personal effects the employee shall file a tort claim with the City Attorney’s office. Tort claims forms are available on the City website or through the City Attorney’s Office. To be eligible for reimbursement, the item of clothing or personal effect must have a value of at least \$15.00.

SECTION 40. CORRECTIVE ACTION

A. Just Cause: An employee who has completed the probationary period shall not be disciplined or discharged without just cause. Probationary employees are not within the bargaining unit, thus the discipline and/or discharge of probationary employees is not covered by this Agreement, and probationary employees are not entitled to union representation on such matters.

B. Progressive Discipline: The principles of progressive discipline will be followed when appropriate, and the disciplinary action taken shall be appropriate to the offense. The degree of corrective action administered will depend on the nature and severity of the infraction and the employee's prior record. Management has the right to bypass the progressive discipline process.

C. Right of Privacy: Disciplinary action shall be accomplished in a manner which affords the employee protection from embarrassment before other employees or the public. If a supervisor has a need to talk to an employee regarding his/her conducts or to criticize the handling of his/her work, it must take place in private. Affording an employee protection from embarrassment, however, does not preclude a supervisor or department Director from having another person present while counseling or disciplining the employee. Employees can be disciplined in a group if the reason for the action applies to the group.

D. Representational Rights in Investigations: An employee who is called to an investigatory meeting or a pre-disciplinary hearing, which may result in discipline being imposed upon the employee, shall be informed of the purpose of the meeting. If the employee requests union representation for the investigatory meeting or pre-disciplinary hearing, the employee shall be entitled to union representation.

E. Service of Notices: Any requirement under this Article for service or written notice to an employee will be met if such service or notice is provided to the employee, even when the employee has union representation. It will be the responsibility of the employee to contact the union for representation and to provide the union with any documentation necessary for representation. However, if the employee provides a signed written request for notices and documentation to be provided directly to a specified union representative instead of the employee, the employer will honor the request. The employer, however, shall under no circumstances have an obligation to provide additional copies of notices and/or other documentation to the union or the employee.

SECTION 41. GRIEVANCE PROCEDURE

A. Nothing in this Agreement shall prevent any employee from instituting or pursuing any grievance in his/her own behalf with or without the assistance of the Union so long as:

1. The adjustment is consistent with the terms of the Agreement; and

2. The Union is provided with the opportunity to be present during the grievance meetings, is provided copies of grievance documents, and is provided an opportunity to make its views known.

An employee may not retain outside representation under this grievance procedure without the advance approval of the Union. An individual employee may not invoke arbitration under this Article.

- B. The aggrieved employee may have representation at any step in the grievance process.
- C. As a condition of employment, employees are required to appear as witnesses in grievance hearings when requested by the aggrieved employee or by the City. Requests for appearance of witnesses will be made through the Human Resources Office. Any employee called as a witness during working hours shall be considered in pay status and paid at his/her regular rate of pay. The employee shall be required to return to work when he/she is no longer needed as a witness.
- D. Employees called as witnesses during time off shall be paid at straight time for the time spent at the hearing by whichever party is requiring the employee to appear.
- E. Definitions:
 - 1. Grievance: A grievance is defined as an appeal of disciplinary action (excluding verbal or written warnings) or a dispute involving the interpretation, application, or alleged violation of any provision of the Agreement or City Policy. Written reprimands may be grieved to the 2nd Step of the grievance process.
 - 2. Grievant: A grievant is an employee, or group of employees or the Union acting on behalf of the employee(s) with regard to a provision in this contract.
 - 3. Day: A Day under this section means calendar day unless otherwise specified. In the event the day an action or response is due is a Saturday, Sunday, or City designated Holiday, the action or response shall be due the following workday.
- F. The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.
- G. Grievances can be submitted in hard copy or via email and shall contain the following information:
 - 1. The grievance shall clearly specify the articles or policies alleged to be violated, a brief statement of the incident, and the relief requested;
 - 2. The primary representative's phone number or email address shall be provided;
 - 3. All grievance forms shall be signed and dated by the representative or the grievant.

- H. Grievances will be processed during normal working hours.
- I. A Union Officer and stewards will be allowed reasonable time off, with pay, to handle grievances.
- J. Grievances shall be processed in accordance with the following procedures, within the stated time limits:
 - Step 1: The grievant shall present the grievance within fifteen (15) days of its alleged occurrence to his/her Department Director, who shall attempt to resolve the dispute. The Department Director shall issue a written response to the grievance within ten (10) days following receipt.
 - Step 2: If the grievant is not satisfied with the response of the Department Director, the grievant shall within ten (10) days following the receipt from the Department Director, submit the grievance to the City Manager. The City Manager or the City Manager's designee shall within ten (10) days of receipt of the Step 2 grievance, schedule a hearing for the grievant and his/her Union Representative to hear the employee's grievance. The City Manager or the City Manager's designee shall render a decision within ten (10) days following the meeting.
 - Step 3: If the Union is not satisfied with the City Manager's or the City Manager's designee's decision, the Union President or his/her designee may appeal the grievance to arbitration, within thirty (30) days.
- K. Time limits set forth in this article may be extended in writing by mutual Agreement or because of a federal, state, or local emergency.
- L. Failure by either management or the employee, to meet the time requirements in the grievance procedure will mean the adjudication of the matter in the other's respective favor at the point in the grievance.
- M. Selection of an Arbitrator:
 - 1. Within thirty (30) days of submission of the appeal for arbitration, the Union shall make a request for a sub-regional or local panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS).
 - 2. Within 14 days of receipt of a list of arbitrators, the Union shall request a meeting with the Employer for the purpose of selecting the arbitrator. The parties shall select an arbitrator by alternately striking names from the list until one name remains. That person shall be the arbitrator. The party striking first shall be determined by lot. The final arbitrator shall meeting to select an arbitrator within thirty (30) days of receipt of the list of arbitrators.
- N. The power of the Arbitrator shall be limited to interpreting this Agreement and determining if the disputed article has been violated.
- O. The Arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this Agreement.

- P. The decision of the Arbitrator will be final and binding on both parties.
- Q. Attorney's Fees and Costs: The Employer and the Union shall equally share the costs of arbitration. For any dispute involving this contract, the parties, including the Employer, the Union, and the employee, shall pay their own attorney's fees, regardless of the outcome of the dispute.
- R. All meetings and hearings under this procedure shall be kept informal and shall include only such parties in interest and/or their designated representatives.

SECTION 42. LAYOFF AND RECALL

- A. When it is necessary to have a reduction in the City's work force, employees will be laid off in reverse order of seniority within classification relevant to position. Seniority for the purposes of Layoff and Recall is defined as full-time regular continuous employment with the City (date of hire) applied to the classification held.
- B. The City shall notify the affected employee(s) and the Union by letter at least thirty (30) calendar days prior to any reduction in force. The Union will be afforded the opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives. Employees laid off due to reduction in work force will be called back to work by classification in their seniority order.
- C. Laid off employees have the responsibility of keeping the City informed as to their correct mailing address. 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 President of the AFSCME Local Union No. 3818, Alamogordo, New Mexico, City Employees. An employee receiving notice of recall, will, within seven (7) working days, acknowledge receipt by certified or registered mail advising the Human Resources Director of the date he/she will be available for service, which available date must not be later than thirty (30) calendar days from the day the employee receives the recall notice. Employees failing to comply with this section forfeit their recall rights. 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. Employees shall retain seniority held at the time of layoff.
- D. Employees on layoff status will be terminated one (1) year from the effective date of layoff if they have not been recalled.
- E. Employees subject to layoff who have held a prior classification shall have the right to bump to that prior classification provided that the employee is still fully qualified to do the work and the employee has greater seniority in total city employment than the incumbent.

SECTION 43. 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.

SECTION 44. APPROPRIATIONS

Any Agreement provision by the Employer and the Union that requires the expenditure of funds shall be contingent upon the specific appropriation for wages and benefits by the Alamogordo City Commission and the availability of funds.

SECTION 45. TERMS OF AND ENTIRE AGREEMENT

- A. This Agreement constitutes the sole and entire existing agreement between the parties hereto and supersedes all prior agreements, oral or written between the Union and the City, and expresses all obligations of, and restrictions imposed on the City during the term of the agreement.
- B. The term of the proposed agreement shall commence upon its ratification on the date signed by both parties and shall remain in full force and effect until June 30, 2025, or until a successor Agreement is ratified by both Parties, whichever is later. In the event that the City and the Union fail to secure a successor Agreement prior to June 30, 2025, the Agreement shall remain in full force and be effective during the period of negotiations, provided, however no increases in compensation shall occur after June 30, 2025. The City will continue to provide the other agreed upon benefits, such as health insurance coverage, during the period of negotiations.
- C. This contract can only be amended by mutual agreement of the parties which must be reduced to writing in the form of an MOU.

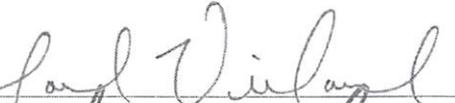
Each party has had a reasonable opportunity to read this entire Agreement, to discuss its contents and meaning with a representative of their choosing, and that the terms of this Agreement are understood and voluntarily accepted.

CITY OF ALAMOGORDO
NEW MEXICO



Brian Cesar, City Manager

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES



Joel Villarreal, Council 18 Representative



Michael Christopher, President Local 3818

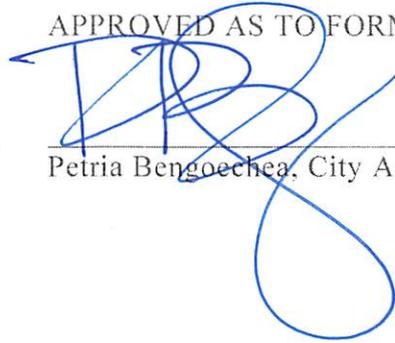


ATTEST:



Raquel Hughes, City Clerk

APPROVED AS TO FORM:



Petria Bengoechea, City Attorney