

# COLLECTIVE BARGAINING AGREEMENT

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Between

INTERNATIONAL UNION UNITED MINE WORKERS OF AMERICA

and

CITY OF GALLUP

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Date: \_\_\_\_\_ TBA \_\_\_\_\_

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## **PREAMBLE**

The International Union, United Mine Workers of America (UMWA), recognizes the mission, goals and obligations of the City of Gallup as a provider of quality services to the citizens of the City of Gallup. The Employers, the Union, and the bargaining unit Employees, agree to continue the delivery of quality services.

All dealings between the parties will occur in an atmosphere of professionalism and mutual respect. The parties will apply the terms of this agreement in accordance with the intent and meaning of the Agreement.

The purpose of this Agreement is to identify and protect the rights and interests of the parties, to provide terms and conditions of employment for the bargaining unit employees, to establish methods for adjustment of differences, which may arise between the parties, and to ensure the delivery of quality services.

## **ARTICLE I – PARTIES TO THE AGREEMENT**

This Agreement is made and entered into by and between the City of Gallup (hereinafter referred to as the “Employer”), and the International Union Mine Workers of America, (hereinafter referred to as the “Union”), pursuant to the City of Gallup Labor Management Relations Ordinance.

This Agreement applies only to non-probationary, regular, full time, UMWA Local **2005** bargaining unit employees and shall not apply to employee positions, classifications or work outside those classifications recognized specifically in this agreement. “Employee” means only those bargaining unit individuals eligible to join this Union and recognized in the list of employee classifications contained in this Agreement.

## **ARTICLE II – RECOGNITION**

### **Section A. Non-Discrimination**

The Parties shall not practice nor tolerate discrimination against employees through employment practices including but not limited to recruitment, hiring, training, education, reassignment and promotion on the basis of race, color, religion, sex, ancestry, ethnicity, national origin, political affiliation and/or union activity.

The Parties shall not intimidate, restrain, coerce or retaliate against employees as a result of filing a complaint, grievance, prohibited practice or testifying against the employer or the Union.

### **Section B. Common Language Required**

The parties recognize that uniform and continuous communication is vital to workplace harmony and safety; therefore, the parties agree that communication at the workplace shall be of a language understood by all in the workplace vicinity. Communication during breaks and times away from the job site shall be at the individual’s discretion.

### **Section C. Privatization and Contracting Out**

The Parties recognize and agree that it is the responsibility and obligation of the governing body as elected representative of the citizens of the City of Gallup to determine what services will be provided, and by what method or source those services are delivered.

Should the governing body decide to contract out work **that** will result in the layoff of bargaining **unit** employees then at least twenty (20) working days prior to the implementation of

such contract, the City will notify the Union and afford the Union the opportunity to provide written and oral input regarding alternatives.

#### **Section D. Negotiation for Successor Agreement**

Negotiations for successor agreement shall be initiated by either party submitting a written notice in the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred twenty (120) calendar days and not later than sixty (60) calendar days prior to the Agreement termination date.

During the negotiation period (the opening of negotiations to the completion of negotiations with a settlement), the Employer shall not discuss any issue, which is a subject of negotiations with bargaining unit employees for the purpose of influencing negotiations.

The Union or bargaining unit employees shall not discuss any issue, which is subject of negotiations with the City elected officials for the purpose of influencing negotiations. All negotiations shall be conducted at the negotiating table between the identified negotiating teams.

#### **Section E. Complete Agreement**

The Parties agree that each party has negotiated on all negotiable issues identified for negotiations and such negotiations have led to the Agreement and no additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement. This is a complete and only Agreement between the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities; therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This language shall not be interpreted to prohibit the Union from filing a grievance if there is a specific violation of the Agreement nor shall it prohibit the parties from raising any issue in the negotiations for a successor Agreement.

#### **Section F. Severability**

If any provisions of the Agreement or application thereof are found to be contrary to law, such applications or provisions shall be in effect only to the extent permitted by law. All other provisions of the agreement shall continue in full force and in effect.

#### **Section G. Term of Agreement**

This agreement is subject to an annual appropriation of funds by the City Council. Should the governing body fail to appropriate sufficient funds to implement subsequent years of this Agreement, either party may reopen negotiations on the whole economic package for the unfunded year.

The terms and conditions of this Agreement shall continue in full force and effect, commencing the first day of the second full pay period following the date of this contract being fully executed and terminating on 12:00 Midnight **three** years thereafter. In the month of **March 2021**

either party may reopen negotiations on the limited issue of wage rates. Any agreement for the following year will have an effective date no earlier than the anniversary date of this Agreement.

#### **Section H. No Strike/Lockout**

As provided in Section 18 of the Gallup Ordinance C2008-I; No employee or labor organization shall engage in a strike. No employee labor organization shall cause, instigate, encourage or support a strike. The employer shall not cause, instigate or participate in any employee lockout. Employees involved in a strike shall be considered insubordinate which shall be considered "just cause" for termination of employment.

#### **Section I. Bargaining Unit Eligibility.**

New Employees hired after the effective date of this Agreement and upon the satisfactory completion of the initial six (6) months probationary period employed in job title within identified classification identified in Appendix B, will be considered part of this bargaining unit.

#### **Section J. Printing and Distribution**

The Union will print sufficient copies for each member of the bargaining unit.

### **ARTICLE III – MANAGEMENT RIGHTS**

It is recognized by the parties that the supervision of all employees, the assignment of all employees, the management of all City Divisions, and the management of all City facilities is the responsibility of the Employer. Management retains all rights not specifically limited by this Agreement.

Unless limited by the provisions of this Agreement, Management's rights shall include but not be limited to the following:

- A. To direct and supervise all operations, functions, and the work of the Employees;
- B. To determine the place to report for work, to determine the methods, processes, and manner of performing the work;
- C. To authorize all personnel transactions such as: to hire, lay-off, promote, demote, assign, re-assign, transfer, discipline, discharge or terminate employees;
- D. To determine what, by whom, and when services will be provided to the citizens;
- E. To determine staffing requirements, create, abolish and reallocate positions, or to eliminate or reorganize work units;
- F. To establish and revise schedules of work;
- G. To establish, revise, and implement standards for hiring and promoting employees;
- H. To assign shifts, work days, hours of work and work locations;
- I. To designate, assign, and re-assign all work duties;
- J. To determine the need for additional positions and the qualifications of new employees, and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion;
- K. To evaluate and judge the skill, ability, efficiency, and general work performance of employees;
- L. To take actions, as necessary, to carry out the mission of the employer in emergencies;
- M. To retain all rights concerning management and operations of the activities of the City of Gallup not specifically prohibited by a collective bargaining agreement Said rights include, but are not limited to, personnel matters and staffing of functions, compensation, benefits, and terms and conditions of employment;
- N. To determine the allocation of available funds to activities of the organization, including establishing funding for personnel costs, operating expenses and capital outlay;

- O. Direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;
- P. Determine qualifications for employment and the nature and content of personnel examinations;
- Q. The employer (management) retains all rights not specifically limited by a collective bargaining agreement.
- R. These rights shall not be diminished or subjugated by any expressed or implied duty to bargain.

## **ARTICLE IV – UNION RIGHTS**

### **Section A. Election of Officers and Committee Persons**

Upon the election of local union officers and committee persons, the Local Union will notify the Employer, in writing of the names of such officers and committee persons. Committee persons shall not conduct union business on city paid time.

### **Section B. Union Business**

Authorized Local, District or International Union Representative will be permitted reasonable access to City facilities for the purpose of conferring with the Employer regarding the administration of the contract. The parties agree that (48) forty-eight hours advance notice shall be required and scheduling will be subject to the mutual agreement of the parties. At the request of the union representative(s) the supervisor shall not deny the release of an employee without pay for a reasonable amount of time from their normal work duties to meet privately with the union representative(s) on issues related to contract administration. Except for emergencies, twenty-four (24) hours notice to the supervisor shall be required, and the time absent is to be scheduled outside of peak hours for a given department.

The Employer shall allow Local Union officials and committee persons to reasonably engage in activities and conduct business regarding the administration of the Agreement, during their normal working hours. However, at no time will the City of Gallup be obligated to pay for time spent on union business. Immediate supervisors shall be notified prior to Local Union Officials or committee persons leaving the work site with twenty-four (24) hours notice, except for emergencies **as determined by the City.**

### **Section C. Campaign for Union Office**

Employees shall have the right to campaign for union office or on behalf of others seeking Union office during non-work time in non-work areas, provided there is no interference with operation of the City.

### **Section D. Union Committee Person**

The City recognizes the right of the Union to designate one (1) committee person per department. By the fifth (5<sup>th</sup>) of January, May and September of each year the union shall submit in writing a list of union committee persons and union officers. The list shall be submitted to the Human Resources Director. Individuals whose name does not appear on the list will not be recognized as speaking on behalf of the union. Those on the list are considered the authorized local union representatives. No amendments to the list are allowed between months.

### **Section E. Leave for Union Business**

An employee who has an official request form from the International Union United Mine Workers of America for a leave of absence without pay, shall be granted leave to participate in Union activities and to serve as District or International Officers or Representative, and shall retain



their seniority and accrue seniority while they are on such leave. In order for such leave to be approved it must be submitted at least 7 days prior to the commencement of the leave. Upon expiration of such leave, employees shall be entitled to return to work at the same job classification and rate of pay.

#### **Section F. Union Bulletin Board**

The City agrees to provide space for the Union to set up their bulletin boards in each different geographical location (worksites), where the Union will post official notices of interest to the Union membership. No material shall be posted that contains any language that is inflammatory, derogatory, critical of the City of Gallup or any of its employees or elected officials or political in nature. Postings not in compliance with these requirements of this section shall be removed. Continued violations of the provisions of this section will result in the loss of the use of the bulletin boards.

### **ARTICLE V – COMMUNICATION BETWEEN THE PARTIES**

Both parties to this agreement recognize that City services will be provided in a safe, efficient, and productive manner. The parties accept the fact that City employment was created to deliver services to the citizens of Gallup; not for the purpose of creating employment.

In order to further implement this expression of purpose, the parties will meet at mutually agreeable times. Three (3) Union officers designated by the Union will meet with the employer **at mutually agreed upon dates times and locations** to discuss any potential problems, health and safety issues, health care, sick leave bank and other issues both parties agree are important to promote good labor management relations and shall suffer no loss of pay while attending said meeting.

### **ARTICLE VI – DUES DEDUCTION**

#### **Section A. Check Off**

The City shall provide the Union payroll deduction for membership dues for employees who authorize the deductions in the amount designated by the Union. The amount of dues shall be certified in writing by an official of the union and shall not include any special assessments, penalties or fines of any type levied by the Union nor shall it include any funds to be used for political donations. The deductions shall be made provided the deduction request is submitted to the City's payroll office on a form authorized by the Union and the City. The deductions shall be made from employee paychecks for each pay period. The authorizations may be submitted to the payroll office at any time, and the deductions will commence on the following payday. The deductions shall be transmitted to the Union within a reasonable period of time following each pay date at which the deductions were made. Employee authorizations shall be continuous and may be terminated at any time provided the employee submits a written notice to the payroll office at least thirty (30) days prior to the deduction termination. The Union shall notify the Payroll Office of any change in the deduction amounts at least ten (10) days prior to the effective date of the new amount. The union agrees to render the City and City Council harmless for any action resulting from compliance with this provision.

#### **Section B. Hold Harmless**

The Union shall identify, defend, and save the Employer harmless against any and all claims, demands, grievances, suits or any other form of liability that may arise out of, or as a result of, any action taken by the Employer for the purpose of complying with this **Article**.

## **ARTICLE VII – POLICY AND PROCEDURE MANUAL**

If a conflict exists between an existing City Rule, Regulation, Policy or Procedure and this Agreement, the Agreement shall prevail.

## **ARTICLE VIII – DISCIPLINE**

The City reserves the right to investigate allegations of employee misconduct and poor performance.

- A. An employee may be placed on administrative leave with pay, if appropriate, during an investigation involving the employee.
- B. During an investigation, no documentation related to the matter will be placed in the employee's official personnel file. The employee will be provided the opportunity to respond to charges prior to the imposition of disciplinary action.
- C. An employee who believes that he or she has been unfairly or unjustly suspended without pay, demoted, or terminated may file a grievance in accordance with the provisions of this Agreement. An employee who is terminated may file a grievance directly to Step 3. In the event such grievance is processed to the arbitration stage of the grievance procedure, the arbitrator shall determine if the action taken by the Employer was in violation of any provisions of this Agreement.
- D. Employees will be permitted to have union representation at any meeting conducted for the purpose of the employee responding to written charges specified in a pre-disciplinary memorandum. The unavailability of a local Union Representative shall not delay the meeting with management and the employee for more than forty-eight (48) hours. When the Employer is contemplating disciplinary action against any employee involving a possible immediate loss of pay, the Employer shall notify the affected employee of predetermination conferences.
- E. Employees shall only be suspended without pay, demoted or terminated for just cause.

## **ARTICLE IX – GRIEVANCE AND ARBITRATION PROCEDURE**

### **A. PURPOSE**

The purpose of this procedure is to secure at the lowest possible administrative level, equitable resolutions to problems which may arise and are subject to review under this procedure. There shall be no other grievance or appeal procedure for members of the bargaining unit other than that contained in this Article. The Union agrees and waives the right to challenge any employment actions, except as delineated in this Agreement and the grievance procedure contained herein.

### **B. DEFINITIONS**

- 1. Grievance. Shall be defined as a dispute pertaining to a claim which alleges a violation of this collective bargaining agreement.
- 2. Grievant. Shall be an employee, a group of employees, the Local Union or the Union.
- 3. Days. Shall mean Monday through Friday, not including holidays or times when the City's administrative offices are closed.

### **C. PROCEDURES**

- 1. The grievance proceedings shall be kept informal at all levels of this procedure.

2. The number of days indicated at each level of this procedure shall be considered maximum, and every effort shall be made to expedite the process.
3. If the Employer or the Employer's representative(s) fails to comply with the time limit requirements as set forth under any of the procedural steps, the grievance shall be considered automatically appealed to the next level of the procedure.
4. If the grievant fails to comply with the grievance time limit requirements or procedures as set forth under any of the procedural levels, the grievance shall be considered null and void.
5. The time limits set forth herein may be extended, provided the extension has been mutually agreed in writing by the parties.
6. A grievance shall not be considered unless the grievant, the Local Union or Union representative initiates the grievance no later than ten (10) days after the grievant knew or reasonably should have known of the action which precipitated the grievance.
7. Failure of the grievant or the Union to comply with any requirements or procedures of the grievance procedure will result in the dismissal of the grievances.

#### D. STEPS

Step 1. No matter shall be submitted under the grievance procedure unless it has been discussed by the employee and/or the authorized Local Union Representative with the employee's immediate supervisor in an informal meeting to attempt resolution.

Step 2. If the grievance is not resolved in the informal meeting with the employee's immediate supervisor, a written grievance may be filed with the Department Director or designee. Such written grievance must be filed within ten (10) days from the date of the incident that precipitated the grievance as identified in Section C. 6 above. **For grievances filed by the Employee/Union that deal with contractual violations (not discipline/discharge) the grievance form must have an attached document in a narrative letter format that describes in detail how the grievant believes the Contract has allegedly been violated.** The grievant and his/her representative shall meet with the Department Director or his/her representative within ten (10) days or the Department Director may provide a written response within that time period.

To be considered, the grievance must be timely filed and contain at minimum the following:

Name of aggrieved employee, department, job title, action taken by the Employer, Article and Section **and subsections** of Contract allegedly violated, relief requested, and a description of the facts that lead the grievant to believe that the collective bargaining agreement has been violated, and all known witnesses and/or evidence in support of the grievance and representative if any.

Step 3. If after ten (10) days from the date the grievance was filed with the Department Director, the grievance is not resolved, a grievance may be filed with the City Manager or designee. Such grievance must be filed within ten (10) days from the date of the Department Director response or the date that response was due. No later than ten (10) days following receipt of the written grievance, the City Manager or designee shall schedule a meeting with the UMWA International Representative or grievant, in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the witness) to the meeting in order to present evidence on their behalf. Each party shall have the right to cross examine witnesses brought by the other party. **It shall be the grievant's responsibility to notify the witnesses it intends to attend the meeting.**

Step 4. The City Manager or designee shall have ten (10) days to render a decision. If the grievance is not resolved with the City Manager or designee's decision(s), the Union, may submit the grievance to arbitration. Such request must be submitted to the Human Resources Director or designee not later than ten (10) days following the receipt of the City Manager or designee's decision.

#### E. ARBITRATION

1. The moving party will be responsible to administratively arrange for the arbitration. There shall be no special requirements for the arbitrator or any limitation on the arbitrator pool, without the mutual agreement of the parties except that the request to the FMCS shall specify that each arbitrator must have heard seven (7) arbitration cases,
2. The arbitrator will be selected from a list of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service in accordance with the provisions contained in this Agreement. The parties shall alternatively strike names on the list until there is one name remaining who shall be the arbitrator. The parties shall alternate who has the first strike.
3. The arbitrator shall conduct the hearing as soon as possible and shall render the determination within thirty (30) days, following the conclusion of the hearing.
4. The arbitrator's decision shall be in writing and shall include the decision, the rationale, and, if appropriate, the relief.
5. The arbitrator shall not have the authority to modify, expand or add to the rights that employees or the Union have under the provisions of this Agreement. There shall not be any implied rights for the union or the employees beyond the specific terms of this Agreement and the union shall be the exclusive representative of those rights.
6. The arbitrator's decision shall be final and binding on the parties subject to appeal in accordance with the Uniform Arbitration Act.
7. The arbitrator's fees and cost shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses.

#### F. MISCELLANEOUS

1. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the preceding and/or processing of a grievance.
2. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure. Aside from the two persons On each side (grievant and representative and Department Director and representative) **the grievant may request and** other persons may only attend the hearing/meeting with the mutual consent of the parties.
3. An employee, acting individually, may present a grievance without the intervention of the Union, provided the grievance has been processed in accordance with this procedure. At any hearing (Department Director level or above) of a grievance brought individually by an employee, the Union, as a party to this collective bargaining agreement, will be afforded the opportunity to be present and make its views known. Any adjustment made shall not specifically violate the provisions of this collective bargaining agreement.
4. If a grievance affects a group of two (2) or more employees, or involves an action or a decision by the City or the Division Director which has a division wide impact, the Union may submit the grievance on behalf of the affected employees. All procedural requirements that apply to the grievant will also apply to the Union when filing a grievance on behalf of employee(s).

5. All documents related to a grievance shall be maintained as a separate file. This does not include disciplinary actions and/or documents that are the subject of a grievance.

6. All grievance and grievance responses shall be filed and processed in accordance with this collective, bargaining agreement.

7. The grievant's and the Union's processing of grievance shall be conducted on non-employer paid time, unless otherwise agreed to by the parties.

#### G. Discharge Procedure

When an employee has been discharged, union/grievant may refer the grievance to Step 3 of the Grievance procedure.

### **ARTICLE X – PERSONNEL FILES**

#### **Section A. Property of Records**

Personnel records are the property of the Employer. The official file is maintained in the City's Human Resources Office.

#### **Section B. Employee Signature Required**

Any personnel action that is placed in the employee's official file shall be presented to the employee for the employee's signature. The employee shall sign the personnel action acknowledgement receipt. The employee's signature does not indicate agreement with the action taken.

#### **Section C. Employee's Right to Inspect File**

The employee may inspect his/her official personnel file located in the City Human Resources Department. Such inspection must be done by appointment with the Human Resources Department. An employee assigned by the employer must be present when the file is inspected. It is recognized by the parties that the City provides the employee at no cost, with a copy of any action taken by management.

#### **Section D. Content of Personnel File**

The employee personnel file is part of the employee's history and shall not misrepresent the good or bad elements of the employee's employment history. The personnel file may not be purged except by court order or arbitration decision of competent jurisdiction. **A copy of a grievance settlement will be attached to any document contained in the personnel file that is the subject of the grievance.**

### **ARTICLE XI – SENIORITY**

#### **Section A. Definition of Seniority**

Seniority is defined as a length of continuous full-time/regular service including the probationary period. Seniority shall be calculated from the date of hire. Seniority shall apply exclusively to full time employees. Transfers within any City department shall not affect seniority. Also, transfers within any city department shall not require a probationary period. To help senior employees achieve promotion, preference shall be considered in filling temporary vacancies.

## **Section B. Reduction and Realignment**

The parties agree that it is the exclusive determination, right and obligation of the City to determine whether a realignment or reduction is necessary. An employee who receives a promotion as a result of a reduction or realignment shall serve a 6 month probationary period.

a. Reduction in Work Force. In all cases where the working force is to be reduced, Employees with the greatest seniority applied to the current job title/classification held shall be retained provided they are qualified and that they have the ability to perform required work.

b. Realignment Procedure. When the number of Employees within a job site is to be reduced or Employees are to be realigned, the following procedure shall apply. (a) The senior Employees in this bargaining unit in each job title shall be retained in their respective job title, up to the number needed in that job title. The number needed in the job title is an exclusive determination of the City. (b) Those Employees displaced from their job title shall be assigned available jobs on the basis of bargaining unit seniority and being qualified and able to perform the work of the job at the time the reduction occurs. The City shall determine what jobs are available as well as who is qualified and able to perform the work of those jobs. (c) For purposes of this Realignment Procedure only, any Employee on sick or injured status who otherwise has the ability to perform work will not be denied a job under this procedure solely because of his sick or injured status.

## **Section C. Layoff Procedure**

In all cases where the work force is to be reduced or realigned, management shall meet with Labor/Management committee at least fifteen (15) days in advance and review the available jobs and the individual(s) to be laid off, retained or realigned.

With five (5) days after an Employee is notified that he is to be laid off, he must fill out a standardized form and submit it to the city management. On this form, the laid off Employee shall list (a) his years of service at the city, (b) the job he is able to perform and for which he wishes to be recalled, (c) upon receipt of the completed form, the Employer shall within seven (7) calendar days, distribute a copy of the completed form to the Recording Secretary of the Employee's local union.

## **Section D. Layoff Panels**

Employees who are idle because of a reduction in the working force shall be placed on a panel for one (1) year from which they shall be returned to employment on the basis of seniority as outlined in Section A. A panel member shall be considered for every job, equal or less to that which he formally held with the City; which he has listed on his layoff form. In order for an employee to be returned to employment he/she must be qualified to perform the duties of the available job. The jobs available are a determination of the City.

## **Section E. Layoff Panel Custodians**

The City Manager and the Recording Secretary of the local union shall be joint custodians of the panel records. It shall be the obligation of the laid off Employee to keep the custodians of the panel informed of any change of address and/or telephone number where he may be regularly reached. Notice to the last known address of the laid off Employee by certified mail shall be sufficient notice of recall. The Employee so notified may either accept or reject the job which is available, but if the Employee rejects a job which he has listed as one to which he wishes to be recalled or fails to respond within four calendar days after receipt of such notice or accepts but fails to report for work in a reasonable time his name shall be removed from the city wide panel and he shall sacrifice his seniority rights to that city wide panel.

## **Section F. Panel Members Accrue Seniority**

Employees who are placed in a panel shall retain the seniority earned prior to their layoff, and, in order to protect their relative seniority standing, will continue to accrue seniority while on the panel.

## **Section G. Bidding/Transfers**

Vacancies for all positions in the bargaining unit, that the City determines need to be filled, shall be posted in appropriate work sites frequented by employees for a minimum of ten (10) working days.

Employees who wish to be considered for vacancies may apply by following the directions provided on the vacancy posting or by contacting the Human Resources Department for specific instructions.

Vacancy posting will contain specific identification of the vacant position, the work site where the vacancy exists, the position's major duties, and a deadline for submission of applications. The listing of the vacancy location in no way shall be considered a limitation of the right of the City to make assignments and reassignments.

Selection will be based upon whomever the City determines to best meet the needs of the City subject but not limited to such criteria as: education, experience, demonstrated ability and unexcused absences. Qualified employee applicants will be considered before external job applicants. When the City determines two (2) or more applicants are equally qualified, seniority shall govern.

The City shall give notification to each employee who has filed an application of the selection or rejection for the job vacancy for which the employee has applied.

- a. The job or vacancy shall be posted by management at all city bulletin boards for a period of ten (10) calendar days, and will be properly identified as the following:
  - (i) The classification of the position,
  - (ii) the testing requirements for applicants if any,
  - (iii) the minimum qualifications for the position,
  - (iv) the name of the immediate supervisor,
  - (v) the salary data of the position, the location and the responsible party where the applications are to be filed,
  - (vi) the opening and closing date and time for accepting applications, the working conditions, and
  - (vii) examples of work performed.
- b. Any Employee who believes he has the ability to perform the work of the new vacancy or new job shall be entitled to bid on such vacancy during the ten-day posting period.
- c. In addition, eligible members of a layoff panel will also be considered on the basis of seniority as defined in Section A above for new vacancies or new jobs. The panel member shall be presumed to have bid on each job he has listed on his layoff form as one for which he wished to be recalled,
- d. At the close of the posting period, the Employer shall make available to the Union panel custodians, the names of all Employees who have bid and panel members who listed the posting. The senior employee on the layoff panel who is qualified for the job shall be selected. If there is no employee on the layoff panel (the one-year period has expired) the vacancy will be filled by whoever the City determines to be most qualified.

- e. All job postings will be posted on the City's web site. Employees may access the website at their convenience. Employees who have difficulty accessing the website may seek assistance from the Human Resources Department.
- f. No claim shall be recognized by either the Employer or Union representatives for any vacancy after the posting period and the job has been filled.
- g. If an Employee withdraws his bid before the end of the posting period, he shall be ineligible for that job in that instance, but shall retain all bidding privileges for all subsequent posted jobs.

## **ARTICLE XII – JOB TITLE**

Employees will perform duties related to the job title/classification assigned to the job held.

The parties agree that job title/classification descriptions are intended to provide a general description of the duties to be performed by the incumbent, not an all-inclusive list of duties. Employees are responsible for performing the work assigned to them whether or not it is specifically identified in their job title classification description.

Upon request the Employer will provide every employee covered by this Agreement a copy of their classification description and applicable work-related schedules. In the event such descriptions are modified, the employee will be notified in writing of such modifications.

During the life of this Agreement, should the City modify existing classification descriptions and/or job titles, upon request from the Union, the City and the Union shall meet to discuss such modification.

Employees temporarily assigned by their supervisor, who are qualified and perform the duties of a higher paying job title, **if** assigned a minimum of four (4) continuous hours, will be paid the pay assigned to the higher job title. Employees assigned temporarily by their supervisor to perform the duties of a lower classification will be paid at their regular rate of pay.

## **ARTICLE XIII – TRAINING AND PROMOTIONAL OPPORTUNITIES**

### **Section A. Training Opportunities**

The City provides and will continue to provide opportunities for training and promotional opportunities. The City shall pay for all expenses related to said training, to include reasonable apprenticeship training.

### **Section B. Temporary Leave for Training**

The Department Head, and City Manager, may approve temporary leave and occupational leave with pay to permit employees to attend conventions, short training sessions, seminars and workshops, to observe operations in other cities or counties when deemed beneficial to the City or for other purposes.

### **Section C. In Service Training**

The City provides and will continue to provide in service training for employees to improve their skill in their current assignment. The City shall pay for all expenses related to said training.

### **Section D. Job Related Training**

The City recognizes that when employees pursue additional job-related training, it serves to improve the quality of services provided.



Contingent on the availability of funds, training or classes that are job related that have been requested by the employee, recommended by the Department Head, and approved by the City Manager in Advance of the employee signing up for the training classes, will be paid for by the City subject to the satisfactory completion of the training, Training or classes that are not job related may also be considered for reimbursement upon the recommendation of the Department Head and the approval of the City Manager. The cost of books and fees will also be paid for by the city subject to approval of the City Manager.

The City Manager may prospectively clarify requirements on City reimbursement of employee requested instruction from particular schools, institutions, and courses.

#### **Section E. Licenses and/or Certifications**

Employees are responsible for obtaining and maintaining any licenses or certifications required to perform the job. The City will pay for the license and certification that are requirements of the job, except for a basic driver's license, which is required for all positions; with the exception of clerical not required to drive. The City will pay only for the first test or exam required to each cycle or recertification. If the employee fails the first test, the employee will assume all cost for the subsequent test for that specific certification.

Employees who fail to maintain the required licenses and/or certifications for their position may be removed from their position at the discretion of management. Employees removed from their position under these circumstances may be terminated or placed in another position at the discretion of management. Such termination or placement cannot be the subject of a grievance unless there is a factual dispute as to whether or not the employee actually lost his/her license or certification.

#### **Section F. Training for Vacancy Not Filled by Job Bidding**

A posted vacancy, which remains unfilled after having been posted for the required time period, may be filled as a training opportunity. Such vacancies will be posted as a training opportunity for at least seven (7) working days.

The successful applicant may be required to obtain some training on his/her own time and/or participate in an on the job training program. While on such training program and until the employee is fully qualified the employee will be compensated at less than the regular rate of pay for the position however, the employee will not be required to be compensated at less than his/her current rate of pay unless the employees' current pay is more than the regular rate of pay for the training opportunity position.

### **ARTICLE XIV – HEALTH & SAFETY**

#### **Section A. Safe, Healthy, and Harmonious Work Place**

The employer, the Union and all employees covered by this Agreement jointly pledge their individual and joint efforts to attain and maintain a safe and healthy work place. The City recognizes its coverage by the New Mexico and/or Federal Occupational Safety and Health Act. In recognition thereof, the City of Gallup shall provide a program of safety and training as required by law. Employees who attend this safety training will be compensated for their time.

The Union and Management shall **meet at dates, times and locations to discuss health and safety issues of mutual concern.** The parties shall be considered as equals at such meetings to ensure open, candid discussions.

No employee shall be required to work and have the right to withdraw in imminent danger situations in accordance with the State and/or Federal Law.

## **Section B. Rules and Regulations**

Reasonable rules and regulations of the Employer, not inconsistent with Federal and State laws, for the protection of the Employee and the preservation of property shall be complied with.

After the effective date of this Agreement, at least ten (10) days prior to the implementation of any new or revised safety rule or regulation, the Employer shall provide copies of the proposed rule or regulation to the Gallup City Employees Local Union President and shall upon request meet and discuss it with the current Labor/Management Committee members in an attempt to resolve any differences between the parties.

## **ARTICLE XV – LEAVE**

### **Section A. Leave Without Pay**

- a. Any regular employee may request leave without pay for a period not to exceed one year,
- b. Leave without pay must be approved by the City Manager with the concurrence of the employee's Executive Director.
- c. Any leave without pay may be approved when:
  - (i) The City can assure a position of like status and pay upon the return of the employee from leave without pay, or
  - (ii) The employee agrees in writing to waive that requirement.

### **Section B. Reinstatement from Leave Without Pay**

Any regular employee timely returning to work after approved injury leave, Family and Medical Leave, or Leave without pay under Section a and e of Article XV-Leaves, or military duty will be entitled to retain their seniority, unused sick leave and all other benefits. The City may require an employee to use accumulated leave as part of Family and Medical Leave.

### **Section C. Disability/Worker Compensation Leave**

- a. Purpose: Injury leave with pay shall be granted (and charged to sick first and annual second), to any employee who sustains an injury or accident compensable under the New Mexico Worker's Compensation Act.
- b. Procedure: Any employee injured on the job shall immediately report the injury to the Executive Director or his designee who shall furnish the Risk Management Department with an accident report within forty-eight (48) hours of the accident. If medical attention is required the procedures set forth in Administrative Regulations, shall be followed.
- c. When Injury leave is exhausted: When an employee has exhausted the initial seven (7) days of injury leave, the employee may elect to receive the benefits of the New Mexico Workers' Compensation Act, use accumulated vacation leave or use accumulated sick leave. In the absence of an election of an employee, the employee will receive the benefits of the New Mexico Workers' Compensation Act. Any election by an employee is non-revocable. If an employee elects to use accumulated vacation leave or sick leave and upon exhaustion of said leave, the employee may either request leave without pay as set out in Section of Article XV-Leaves or receive workers' compensation benefits.
- d. Employees with job-incurred injuries shall be eligible for group insurance provided they notify the City and pay the entire premium after the third full calendar month after the injury. For the first three months, the City will pay the same percentage of group insurance paid prior to the injury.
- e. Employee on injury leave, vacation leave or sick leave may not receive weekly Workers' Compensation benefits for the same time period.

f. During the initial injury leave or succeeding workers' compensation leave, vacation or sick leave, the City may request and the employee must respond to any requests for confirmation of continued eligibility for leave under this section.

#### **Section D. Family Medical Leave**

Employees will be granted family medical leave and parental leave through the use, at their discretion, of sick leave, annual leave, leave without pay, and/or leaves according to the Family Medical Leave Act, or a combination of the above.

#### **Section E. Military Leave**

- a. Regular employees who undertake active military service shall be eligible for reinstatement rights if they apply within ninety (90) days of the date of honorable discharge from military service. Reinstatement rights entitle the employee to retain his seniority, unused sick leave and other leave benefits.
- b. Any regular employee serving in the Military Reserve Training or Emergency National Guard shall be given not to exceed fifteen (15) working days military leave with pay per fiscal year when they are ordered to duty for training. Additional day may be charged to annual leave or, with proper permission, leave without pay.
- c. Employees must provide reasonable advance notice and documentation of any need for military leave.

#### **Section F. Sick Leave**

- a. Accrual Rate. Employees shall accrue sick leave at the rate of eight hours per month. Employees must be in paid status to accrue this leave.
- b. With proper approval an employee may use sick leave for personal medical treatment or illness or for medical treatment or illness of a parent, spouse or minor child who regularly resides in the employee's household.
- c. An employee wishing to take sick leave must notify the employee's supervisor or designee of the request prior to the time the employee is scheduled to work or in the case of an emergency as soon thereafter as possible. If the supervisor is unreachable, then the employee must notify the Human Resources Department.
- d. The City may require confirmation from a health care provider that sick leave has not been abused or has been used for a medical purpose.
- e. Sick leave may not be used before it is accrued.
- f. There is no limit to the amount of sick leave that may be accrued.
- g. No payment shall be made for accrued sick leave at separation from service with the City except as set out below.

#### **Section G. Sick Leave Bank**

Purpose. The purpose of the Sick Leave Bank is to permit City employees to donate their accrued sick leave to the Bank and which donations may be used by other City employees who have incurred a serious health condition.

Administrative Regulation. The City Manager by Administrative Regulation promulgates this provision. Annually upon request the union shall be furnished available information regarding bargaining unit member' utilization and participation.

#### **Section H. Funeral Leave**

- a. Funeral leave may be charged against sick leave or vacation leave. Funeral leave may be used if the funeral is of a spouse, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, child, stepchild, grandparent, or grandchild. If the funeral is within four

hundred fifty (450) miles from the City of Gallup, three (3) consecutive calendar days leave is authorized. If the funeral is more than four hundred fifty (450) miles from the City of Gallup, five (5) consecutive calendar days leave is authorized.

b. The City may require certification that funeral leave has been properly used.

### **Section I. Jury/Witness Duty**

a. An employee shall be granted jury leave with pay when required to perform jury duty in any municipal, county, tribal, state or federal court.

b. An employee shall be granted witness leave if subpoenaed to any court. If the witness is appearing in their official capacity, then the leave is with pay. If the witness is not appearing in their official capacity, then the leave is without pay.

c. Any compensation, excluding travel reimbursement, received by the employee from the court of the parties who subpoenaed the employee will be transferred to the City. The employee must return to work each day or portion of the day that they are not selected for jury duty, or if their jury service ends before the end of the workday, or their service as a subpoenaed witness ends.

### **Section J. Voting Leave**

On any election day an employee who is a registered voter may absent themselves from employment for up to two (2) hours for the purpose of voting between the time of opening and the time of closing of the polls. The employee shall not be liable to any penalty for such absence. The City may specify the hours during the period in which the employee may be absent.

This provision does not apply to any employee whose work day begins more than two (2) hours subsequent to the time the polls open, or ends more than three (3) hours prior to the time of closing of the polls. Any leave given to an employee to vote is limited to the actual time needed to vote.

### **Section K. Administrative Leave**

When, in the judgment of an Executive Director or a Director, the safety or welfare of a department, its facilities or its property, or the safety or welfare of the department's employees or the public may be endangered, or an investigation may be impaired, an employee whose conduct is at issue may be placed on administrative leave with pay. The basis for such administrative leave shall be documented in writing and shall be submitted to the employee and the Personnel Director either at the time of or within 24 hours of the administrative leave.

Administrative leave under this section shall not constitute discipline. During the administrative leave, the employee shall not attend his regular work site or any other City facilities, except as designated in the notice of administration leave, but shall remain available during normal work hours to meet with the department head or his/her designee, as requested. The employee may be placed on administrative leave with pay for five (5) consecutive workdays. Administrative leave with pay beyond the original five (5) workdays is subject to the approval of the City Manager.

### **Section L. Suspension of Paid Leave**

In the event of an emergency declared by the City Manager or designee, the City Manager or his designee may postpone all paid leave for an employee, except authorized leave granted pursuant to the FMLA.

## **Section M. Unauthorized Leave**

Any leave not authorized according to the provisions of these rules and regulations shall be deemed unauthorized absence without pay and may subject the employee to disciplinary action up to and including dismissal. Any employee who absents himself for three (3) consecutive work days without authorization shall be considered to have provided just cause for dismissal, subject to a predetermination hearing which shall be offered the employee for the sole purpose of determining if authorization existed for the leave or if an emergency, as determined by the City, justified the employee's failure to obtain authorization.

## **Section N. Insurance During Leave Periods**

An employee wishing to continue to be eligible for group insurance during any leave without pay shall make arrangements with the Risk Management Office to pay the insurance premium.

# **ARTICLE XVI – HOURS OF WORK**

## **Section A. Normal Work Day/Week**

- a. The normal workday will be eight (8) or ten (10) hours per day with a guaranteed work week of forty (40) hours, contained in the seven (7) – day advance schedule issued each week. Employees shall not be guaranteed scheduled overtime. Overtime is to be limited to those tasks outside the normal schedule. The schedule is to be released seven (7) calendar days in advance. Mgmt. reserves the right to amend the work schedule as needed, and employees will be provided reasonable advance notice of such amendments, Shifts may not be shortened or eliminated unless an unforeseen storm or emergency event causes crews to be rotated on or off due to a lack of equipment or maximum sixteen (16) – hour DOT – shift ceiling is reached,
- b. The work schedule will normally provide for two (2) consecutive days off in any seven (7) – day period, except for when the schedule is rotated to balance employees required to work weekends as part of their regular schedule or when an employee is given an overtime assignment on his/her normal day off. Flextime may be used by providing a partial day off of the regular schedule to avoid an overtime situation.
- c. There shall be no splitting of the regular scheduled work shifts, except for those departments already working split shifts; and/or in response to adverse weather or other emergency conditions.

## **Section B. Breaks**

- a. The Employer shall provide Employees a minimum of one half-hour non-paid lunch break and one fifteen-minute rest period for every four hours worked considering the situation at any particular work site. Breaks cannot be accumulated, used in conjunction with other time off or used to shorten the work day.
- b. The Employer shall provide paid fifteen-minute periods for Employees in field and shop job classification of the bargaining unit to wash up at the completion of their shift.
- c. Due to the inherent workplace hazard, distraction, and inefficiency; no smoking and no cell phones can be used on the job site outside of scheduled breaks.

## **Section C. Overtime List**

- a. Each department shall maintain and post a seniority list. The overtime list shall not be used for work that is in progress and must be finished at the end of a shift.
- b. It is the intent of this provision that all willing employees of the job title needed to perform the overtime work will be offered the opportunity to work overtime.
- c. An overtime roster must be kept up to date and posted at each department for the purpose of distribution overtime within the job title. Employees wishing to be offered

overtime shall write their name on the roster. In the event an employee who has written his/her name on the roster refused or was unavailable for overtime on two consecutive occasions, such employee shall have his/her name removed from the overtime roster for a period of 180 days. Availability for overtime is a strict condition of employment for all employees.

d. Employees shall be offered overtime work on a rotational basis from that list, the most senior employee on the list being offered overtime first. If Employees decline the overtime, said employee shall be charged the shift as if they worked and the subsequent Employee on that list will be offered the opportunity to work overtime. If all Employees decline the overtime work then the Employer shall assign overtime at his/her discretion. An employee does not have the right to refuse an overtime assignment.

e. It is a strict condition of employment that all employees have a working telephone at all times.

#### **Section D. Computing Overtime**

Forty (40) hour-per-week employees will be paid overtime for all hours actually worked over forty (40) hours at one and one half (1½) times their regular hourly rate of pay.

### **ARTICLE XVII – CLOTHING AND SAFETY EQUIPMENT**

#### **Section A. Clothing**

a. The City will continue to provide safety clothing and equipment as required by law.

b. The Employer agrees to provide a sufficient set of uniforms to employees required to wear a uniform. Uniforms shall consist of a clothing allotment approved by the department director and may include pants, shorts, sweats, shirt, t-shirts, and hats dependent upon the working conditions and hazards of the work. In addition, appropriate outerwear shall be issued to each employee required to wear a uniform and whose job requires the same. Outer wear consists of heavy jacket, insulated coveralls, rain jacket, light jacket, as required and gloves as needed or alternative outerwear as determined by the department director. Current employees who have received Outerwear will be reissued Outerwear on an as needed basis, based on usual wear and tear as related to the work performed. All such outerwear shall remain the property of the city.

c. Aside from issued protective gear, the required uniform for affected employees consists of the dept, - issued clothing allotment. Each year the affected employees shall be issued a \$300.00 'safety allowance' for the purchase of steel toe boots, blue jeans, etc. No baggy jeans and no cargo pants are allowed. All clothing shall be reasonably clean and in good repair. No logos beyond those applied by the manufacturer. No sale of such city-furnished outerwear is allowed.

d. All clothing issued shall remain the property of the City.

Office employees – the dress code shall be the same as for other city office employees and the provisions of this Article do not apply unless the department director and the City identifies a particular uniform for those employees.

#### **Section B. Safety Glasses**

The City shall provide non-prescription safety glasses to employees required to wear safety glasses and basic prescription safety glasses/frames once per contract for those requiring the same. For subsequent glasses broken during the normal course of work; the cost of the exam and frames shall be paid by the employee; the city only pays the cost of lenses. Glasses lost due to employee's negligence will not be replaced by the City but must be replaced by the employee.

## ARTICLE XVIII – TOOLS OF TRADE

### **Section A. Mechanics Tools**

Mechanics will provide their own hand tools as a condition of employment. Mechanics with more than one (1) year of service will be provided a \$400.00 tool allowance on the first (1st) full pay period in June of each year of this agreement. This allowance is for replacement of any lost, stolen, or broken hand tools.

The City will continue to provide normal everyday hand tools to non-mechanics, required for the performance of City services. Employees are responsible for tools assigned to them and shall be responsible for replacing lost or broken tools at his or her expense, as may result out of negligence by the employee.

## ARTICLE XIX – VACATIONS

### **Section A. Accrual Rate**

Employees will accrue vacation leave:

0 to 5 years continuous service	3.077 hrs/pp (80 hrs/yr)
5 to 10 years	5 hrs/pp (130 hrs/yr)
10 to 15 years	5.3077 hrs/pp (138 hrs/yr)
15 and over	6.15 hrs/pp (160 hrs/yr)

### **Section B. Vacation Scheduling**

- a. Scheduled Vacation. Employees shall bid for available slots. Vacation bidding will occur during the month of March each year. Bids for vacations will be made in seniority order. Employees are limited to a two (2) week maximum bid and full weeks will be given preference over less than the complete calendar week requested. After all employees have been given an opportunity to submit their first bid, employees will be permitted to bid for the remaining open vacation slots. No limits on maximum or minimum time will be required on the second bid.
- b. Unscheduled Vacation. Vacation leave must be scheduled at least two (2) days in advance. To the greatest extent possible, requests for vacation leave shall be considered on a first come first serve basis, however, when more than one Employee has requested the same annual leave time off, the supervisor shall select the requesting Employees for approval of annual leave based on seniority.
- c. All vacation leave is subject to the approval of the supervisor.

### **Section C. Accrual Amount**

The employee may accrue up to two hundred eighty (280) hours vacation accrual. Any time over two hundred eighty (280) hours accrual will be forfeited.

### **Section D. Unused Vacation Pay Out**

Upon separation from employment employees with more than one (1) year service will be eligible for pay for accrued unused vacation. Upon the death of an employee, the employee's estate will be paid for the employee's unused vacation accrual.

**Section E. Holidays During Vacation**

Holidays recognized by the City, which occur during an employee’s vacation, will be charged to Holiday not to vacation.

**ARTICLE XX – HOLIDAYS**

**Section A. Recognized Holidays**

The following are City recognized Holidays:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Presidents’ Day	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in Sept.
Veterans Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day After Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	24 <sup>th</sup> of December
Christmas Day	25 <sup>th</sup> of December

**Section B. Employees Working Monday through Friday**

For employees working Monday through Friday: When a recognized holiday falls on a Sunday, the following Monday will be designated as the legal holiday. When a recognized holiday falls on a Saturday, the preceding Friday will be designated as the Holiday.

**Section C. Employees Working Weekends**

For employees whose normal work falls on a Sunday, Monday, or Saturday (their day off) an alternate day off mutually agreed to by the employee and the supervisor will be identified and scheduled. In the event the supervisor and the employee can not agree on an alternative day off, the supervisor shall schedule such day off to meet the operational needs of the city.

**Section D. Holidays During Vacation or Sick Leave**

Holidays observed during scheduled vacation or sick leave will be counted as holiday not as vacation or sick leave.

**Section E. Pay for Holiday Worked**

Employees required to work on a holiday recognized by this agreement shall be paid straight time pay for the holiday for a regular shift plus straight time pay for the hours actually worked on the holiday. Regular pay plus double time on Christmas, Christmas Eve, and Thanksgiving (Thanksgiving Friday also).

**ARTICLE XXI-CALL BACK**

An Employee called back to work, in addition to his/her normal schedule will be guaranteed for each such call-in a minimum of two (2) hours pay at time and one half of the normal rate or actual hours worked at the overtime rate, whichever is greater. Call-in time shall commence at the time the employee is contacted and shall include a reasonable amount of time for travel to work. This



provision will not apply if the overtime immediately precedes or immediately follows the regular work shift.

#### **ARTICLE XXII- ON-CALL DUTY/ PAY**

On-Call Duty is defined as time that an Employee is required to be ready to report for duty or respond to a work-related call during his/her time off where he/she cannot use his/her time off freely. Such time shall include time that an Employee has been directed to remain within contact by telephone or electronic beeper in order to promptly respond to a call during his/her time off. **On Call** assignments shall be rotated beginning with the Employee with the most department seniority.

The employer shall determine those positions or employees for each department being subject to On Call Duty.

A. Each employee subject to On Call Duty must do the following to be eligible for compensation.

1. Maintain an in-service telephone in their place of residence, the telephone number must be on file with the supervisor.

An employee not meeting the above condition, or who is unable through illness, emergency, or other reason to carry out his/her duty and or fails to notify their supervisor shall not be eligible for On Call compensation and be subject to disciplinary action

B. Compensation

All employees subject to and performing On Call Duty shall be entitled to compensation. No compensation will be paid during a period when the employee has taken any leave except Official Holiday Leave.

C. Computation of Compensation

Eligible employees shall receive a minimum of one (1) hour of overtime at the rate of one and one half his/her normal rate of pay for each day of On Call Duty actually worked under the following conditions:

1. Actual overtime hours worked in excess of the one (1) hour of On Call Compensation shall be paid at one and one-half the employees normal rate of pay, and shall be rounded up to the nearest one quarter hour.

2. Compensation shall be computed based on the time the employee receives the call to report back to work and ending with the employee's departure from the work site or scene. The employee's normal place of work shall be considered as the work site when appropriate.

3. An employee scheduled to perform On Call Duty shall not be eligible for vacation leave during his or her tour of duty without first obtaining written permission from his/her supervisor a minimum of two work weeks in advance. Under no circumstance shall an employee be allowed to split their tour of duty, any and all substitution shall be for an entire tour of duty.

#### **ARTICLE XXIII-HEALTH INSURANCE**

During the term of this agreement the City will pay **80%** of the health insurance premium.

#### **ARTICLE XXIV-LIFE INSURANCE**

The employee may voluntarily purchase additional supplemental life coverage. The employee will pay 100% of the supplemental life premium.

#### **ARTICLE XXV-PENSION PLANS**

The City will continue to pay its share of the PERA program identified with the State.

## **ARTICLE XXVI-DRUG & ALCOHOL POLICY**

### **Section A. Statement of Purpose**

- a. To set standards for the implementation of drug testing programs in employment.
- b. To ensure that drug testing procedures are implemented in a manner that is fair to employees and that will achieve reliable results.
- c. To educate employees about the dangers of drug abuse in the work place and to provide employees who have drug abuse problems an opportunity for assessment and rehabilitation.
- d. To advise all City employees that the unlawful manufacturing distribution, dispensation, possession, or use of drugs or alcohol is prohibited in the work place and to specify the actions that will be taken against employees for violations.
- e. To advise all employees of the dangers of drug use in the work place and of the employment consequences of drug use, and
- f. To ensure that all Elected Officials and Department Heads are charged with the responsibility of supporting and publicizing this Drug Free Work Environment Policy.

### **Section B. Policy Statement**

The following regulations represent the City of Gallup's policies concerning drug and alcohol use. These policies are effective immediately and shall apply to all City Employees. Violation of these policies may be cause for dismissal on the first offense

All City employees are strictly prohibited from:

- a. Using or being under the influence of illegal drugs to any degree during working hours or while actively engaging in the duties of employment, including but not limited to, lunch periods, breaks or while on call.
- b. Consuming alcohol or having sufficient quantities of alcohol in their system to impair mental or bodily functions to any degree during working hours or while actively engaged in the duties of employment, including, but not limited to, lunch periods, breaks, or while on call.
- c. Using or being under the influence of prescription or over the counter drugs during working hours or while actively engages in the duties of employment to the extent that the use of any such legal drug may affect the safe and efficient performance of the employee's job duties, or may endanger the safety of co-workers or members of the public.
- d. Possessing, selling, transferring or purchasing illegal drugs during working hours, while on City property, or while operating City owned vehicles or equipment, and
- e. Conviction of DWI, or sale/use of illegal drugs, on or off duty, shall result in termination, as employees so convicted are not insurable under the City's policy.
- f. The City maintains and Employee Assistance Program (EAPP for employees. Employees with problems pertaining to substance abuse are encouraged to seek assistance under this program on a voluntary basis.
- g. All Safety sensitive positions within this bargaining unit are subject to random drug testing.

### **Section C. General Employee Drug/Alcohol Testing-Reasonable Suspicion**

Any employee may be drug/alcohol tested based on a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts to light of experience. Reasonable suspicion may be based upon, but is not limited to the following:

- a. Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs while working for the City or while on the City's premises or operating a City vehicle, or operating City machinery or equipment
- b. Observable phenomena, such as direct observation of drug/alcohol use and/or the physical symptoms or manifestations of being under the influence of a drug or alcohol.
- c. Abnormal conduct or erratic behavior while at work, absenteeism, tardiness, or deterioration in work performance.
- d. A report of drug/alcohol use provided by a credible eye-witness with first-hand knowledge which has been independently corroborated.
- e. Evidence that an individual has tampered with a drug/alcohol test while in the employ of the City.
- f. Evidence that an employee has caused or contributed to an accident while at work;
- g. Vehicle, or City machinery equipment.

**Section D. Drug Free Work Place Act Notification**

Any employee convicted of a drug or alcohol violation shall inform the Drug Testing Coordinator (DTC) in writing of the conviction no later than five (5) calendar days after the conviction. If required by the Drug Free Work Place Act, the DTC shall inform the appropriate federal agency of the conviction as required.

**Section E. Education and Training**

- a. This policy shall be provided to every City employee and training and education programs shall be made available. Supervisors and managers will receive a minimum of sixty minutes of drug and alcohol specialized training designated to promote the necessary skills to:  
Inform employees of this policy; Enforce the policy, identify the signs of drug and/or alcohol use; Intervene constructively, and Integrate an employee effectively back into his/her work group following intervention and/or treatment.
- b. Non-supervisory employees will receive a minimum of sixty minutes training on the effects and consequences of prohibited drug/alcohol use on personal health, safety, and the work environment.

**Section F. Authorized Testing/Random Drug Testing**

A continuing relationship of employment with the City necessitates that an employee comply with the Drug Free Work Environment Policy. Refusal to submit to testing, to produce an adequate specimen within two hours upon arrival at the collection site, or tampering with a specimen is cause for dismissal. Conviction of DWI, sale/use of illegal drugs, on or off duty, shall result in termination, per the discipline procedure; as employees so convicted are not insurable under the City's policy.  
All Safety sensitive positions within this bargaining unit are subject to random drug testing.

**Section G. Test Results**

Any applicant who tests positive for alcohol or controlled substances will not be considered for employment by the City for a minimum of one year.

**ARTICLE XXVII-LONGEVITY PAY**

On the effective date of this Agreement and in recognition of employee's length of service and recognition for their years of service the parties agree to the following schedule for instituting a longevity pay schedule.

Longevity pay shall not be included in the calculation of regular pay, and shall be listed separately on the pay stub.

The Employee shall receive longevity pay per pay period pursuant to the following schedule:

5 years to 10 years	\$10.00
10 to 15 years	\$20.00
15 years to 23 years	\$60.00
23 years to 26 years	\$100.00
26 years or More	\$0.00

### **ARTICLE XXVIII — COMPENSATION SUMMARY**

For Parks employees, a two-step pay incentive is granted for herbicide-pesticide applicator state license for the number of individuals approved for such training and certification.

Employees in classifications so changed advance horizontally one step under the present pay classification and then will be moved vertically to the 'nearest higher step plus one' in the new pay classification. In case the new step matches exactly a pay classification of a vertical step, the employee will only advance one step from that received from the initial horizontal step, unless the employee still falls out-of-range and therefore remains frozen.

**Promotions:** All advertised vacancies to be made at the advertised wage, regardless of the affected employee's present wage.

**There shall be no pay increases during the first year of this Agreement , however negotiations may be reopened in the month of March 2021 by either party on the limited issue of wage rates.** There will be no step increases during the term of this agreement except as indicated above for eligible Parks employees.

#### **Furloughs and/or Pay Reductions**

The parties recognize that in the event the City's revenues do not provide a sufficient amount to keep the City budget properly balanced it may become necessary to reduce the City's personnel costs. The parties have recognized that the City has the right to layoff employees in order to reduce personnel costs. As an alternative that would not require employees to actually be laid off, the City may implement either furloughs or wage reductions. For the purpose of this Agreement a "furlough" is defined as a large group of employees being sent home without pay for days or partial days. For the purpose of this Agreement "wage reductions" is defined as a large group of employees receiving a cut in base pay of the same percentage.

The City agrees it will not implement a furlough or wage reduction to members of the bargaining unit unless it has complied with the following provisions.

1. The union will receive written notification of the impending wage reduction or furlough 30 days prior to the proposed implementation date.
2. The city will offer the union at least three bargaining dates during the 30 day notification period.
3. The city and the union will bargain over the proposed furloughs or wage reductions. If a settlement is reached it will be implemented. If no settlement is reached the city may implement it's proposed furlough or reduction. The parties may utilize the services of the Federal Mediation and Conciliation Service (FMCS) to mediate this process.

**Safety Incentive:** On or about December 1<sup>st</sup> of the first year of this agreement, each employee who fulfilled the required sixteen (16) safety training hours in the last twelve months shall receive \$100.00. In addition, employees who have zero job injuries, no preventable accidents or property damage over the same period of time shall receive an additional \$135. In the following year the

time period for the training, zero accidents, injuries and property damage calculation shall be July 1 through June 30<sup>th</sup> of the year preceding the December 1<sup>st</sup> payment.

#### Recognized Classifications in this Bargaining Unit

Cook Helper	GS03
Court Clerk	GS03
Facility Custodian	GS03
Home Care Provider	GS03
Laborer	GS03
Lifeguard	GS03
Museum Clerk	GS03
Pool Attendant	GS03
Receptionist (Office Assistant)	GS03
Recreation Coordinator	GS03
Accounting Clerk	GS04
Library Technician	GS04
Supply Technician	GS04
Traffic Services Technician	GS04
Wastewater Operator Trainee	GS04
Water Trainee	GS04
Bus driver – No CDL	GS04
Animal Control Officer	GS05
Cook	GS05
Dispatcher	GS05
Greens keeper Maintainer	GS05
Grounds Maintainer	GS05
Judicial Aide	GS05
Customer Service Representative	GS05
Bus Driver w/CDL	GS05
Laborer w/CDL	GS05
Lubricator	GS05
Meter Reader	GS05
Parks Maintainer	GS05
Pool Maintainer	GS05
Protective Custody Officer/CSA	GS05
Purchasing Technician	GS05
Secretary	GS05
Wastewater Operator I	GS05
Water Operator I	GS05
Librarian Specialist	GS06
Electric Groundman	GS06
Facility Custodian Leader	GS06
Laborer w/ Class A CDL	GS06
Solid Waste Collector	GS06
Sweeper Operator	GS06
Water Operator II	GS06
Accounting Technician	GS07
Assistant Pool Manager	GS07
Evidence Specialist	GS07
Wastewater Operator III	GS07

Water Operator III	GS07
Crew Leader	GS08
Carpenter	GS08
Mechanic	GS08
Welder	GS08
Customer Service Field Representative	GS08
Equipment Operator	GS08
Wastewater Lab Technician	GS08
Wastewater Operator IV	GS09
Water Operator IV	GS09
Controls Technician	GS10
Electric Line Locator Technician	GS10
Electric Lineman	EL15
<b><u>Electric Lineman Apprentice</u></b>	<b><u>E02</u></b>

**EXECUTION OF AGREEMENT**

The foregoing Agreement between the Union and the City of Gallup having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

For the City of Gallup:

For the Union:

By: \_\_\_\_\_  
Maryann Ustick  
City Manager

By: \_\_\_\_\_  
Robert Butero  
UMWA Local 2005 Representative

Attest:

By: \_\_\_\_\_  
Alfred Abeita  
City Clerk