

AGREEMENT BETWEEN

TOWN OF SILVER CITY

AND

AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL

EMPLOYEES

COUNCIL NO. 18, LOCAL NO. 3370

JULY 1, 2016 TO JUNE 30, 2019

TABLE OF CONTENTS

	<i>Page No.</i>
ARTICLE I - GENERAL	
Section 1. Declarations	5
Section 2. Certified Bargaining Unit	6
Section 3. Public Employees	6
Section 4. Management Rights and Responsibilities	7
ARTICLE II - UNION MEMBERSHIP, DUES AND ACTIVITIES	
Section 1. Membership	7
Section 2. Union Dues	7
Section 2.1 Fair Share	8
Section 3. Union Activities	8
Section 4. Union Officers and Shop Stewards	9
Section 4.1	9
Section 4.2	9
Section 5. Strikes and Work Stoppages	9
ARTICLE III - EMPLOYMENT MATTERS	
Section 1. Employee Classification	10
Section 2. Probationary Period	11
Section 3. Work Week and Work Hours	12
Section 4. Inclement Weather	12
Section 5. Lunch Period and Breaks	13
Section 6. Shift Preference	13
Section 7. Changes in Work Hours	13
Section 8. Call-In Guarantee	14
Section 9. Standby Status	14
Section 10. Seniority	15
Section 11. Working Hours	15
Section 11.2 Flextime	15
Section 12. Overtime, Lunch Periods and Rest Periods	16
Section 13. Holiday Pay	16
Section 14. Contracting Out	16

ARTICLE IV - LEAVES OF ABSENCE

Section 1.	Vacations	16
Section 2.	Sick Leave	17
Section 2.1	Converted Sick Leave	18
Section 3.	Jury Leave	18
Section 4.	Military Leave	18
Section 5.	Leave for Voting	18
Section 6.	Leaves of Personal Necessity	19
Section 7.	Funeral Leave	19
Section 7.	Holidays	19
Section 9.	Early Retirement Leave	20
Section 10.	Death of Employee	20

ARTICLE V - LAYOFF AND RECALL RIGHTS

Section 1.	Layoff	20
Section 2.	Recall Rights	20

ARTICLE VI - DISCIPLINARY ACTION

Section 1.	Just Cause	21
Section 2.	Personnel Files	22
Section 3.	Right to Privacy	22
Section 4.	Disciplinary Procedures	22
Section 5.	Timeliness	22

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1.	Definitions	23
Section 2.	Purpose	23
Section 3.	Grievance Form	23
Section 4.	General	23
Section 5.	Grievance Procedure	23
Section 6.	Arbitration	24
Section 7.	Labor Management Committee	25

ARTICLE VIII - MISCELLANEOUS

Section 1.	Cost of Reproduction of Agreement	25
Section 2.	Safety	25
Section 3.	Outside Employment	26
Section 4.	Personnel Files	26

Section 5.	Drug and Alcohol Policy	26
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ARTICLE IX - WAGES AND OTHER ECONOMIC BENEFITS

Section 1.	Wages	27
Section 1.2	CDL Certification Pay	28
Section 1.3	Continuing Education Pay	28
Section 2.	Insurance Selection	28
Section 3.	Work Clothing	28
Section 4.	Insurance	28
Section 5.	Mileage	29
Section 6.	Eye Wear Damage	29
Section 7.	City Council Meetings	29
Section 8.	PERA	29
Section 9.	Shift Differential Pay	29
Section 10.	Safety Shoes Allowance	29
Section 11.	Tool Replacement	30
Section 12.	Wellness	30
Section 13.	Longevity Pay	30
Section 14.	Term of Agreement	30

ARTICLE X - SAVING CLAUSE

Section 1.	Existing Benefits	31
Section 2.	Invalidity	31
	Signatures	31

AGREEMENT BETWEEN TOWN OF SILVER CITY, NEW MEXICO
AND
LOCAL 3370, COUNCIL NO. 18, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES

ARTICLE I
GENERAL

SECTION 1. DECLARATIONS

This Agreement has been made and entered into between the Town of Silver City (hereinafter referred to as the "Town") and Local 3370, of the American Federation of State, County, and Municipal Employees, (hereinafter referred to as "Local 3370" or the "Union:)

The general purpose of this Agreement is to provide for orderly and constructive employee relations in order to safeguard the interest and service to the citizens of Silver City, to maintain harmony, cooperation, and understanding between the Town and the employees in the Certified Bargaining Unit; and to provide for the wages, hours of employment and the settlement of grievances reference the employees of the Town within the bargaining unit.

It is understood by both parties that the word "division" is a sub-section of the department; example: Public Works Department is the department; Parks, Streets, Shop, etc. are divisions of the Public Works Department.

During the term of this contract, the Union and the Town agree to meet, confer, and resolve clarification disputes concerning the terms and conditions agreed upon during negotiations.

The Union will be given prior notice of proposed changes in City, Department, or Division wide written policies that directly affect bargaining unit employee working conditions.

The Union will be allowed to provide input on all changes in policies, rules, and handbooks. The Union will be given thirty (30) days from the time of notice to provide input on the proposed changes.

SECTION 2. CERTIFIED BARGAINING UNIT

The Town recognizes AFSCME Local 3370 as the sole and exclusive bargaining representative in all matters pertaining to hours, wages, working conditions, and all terms and conditions of employment for all full-time and part-time, regular employees in the certified bargaining unit except as limited in Article VII, Section 21-101 of the Code of Ordinances. The bargaining unit represented by the Union and covered by this agreement shall include all non-probationary, full-time and part-time, regular employees in the bargaining unit, which bargaining unit excludes the following:

1. Commissioned police officers represented by the Fraternal Order of Police;
2. Firefighters represented by Local 2430, International Association of Fire Fighters, AFL-CIO;
3. City Manager;
4. Manager's Executive Assistant;
5. City Finance Director;
6. City Clerk;
7. All Department Heads, exempt employees, supervisors, confidential employees and employees hired for a specific period of time under specific federal or state government funding not specifically included in the exclusions listed above.

SECTION 3. PUBLIC EMPLOYEES

All Town employees included within the certified bargaining unit are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their

public and personal conduct in order that they may merit the respect and confidence of the general public as well as their fellow employees.

SECTION 4. MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is understood and agreed by and between the parties hereto that this agreement is the only existing agreement between the parties and replaces any and all previous agreements. The Town government shall retain the right, in accordance with Council policies, to set standards, to exercise control and discretion over the Town government and its operations, to direct employees, to relieve employees from duties because of lack of work, to remove employees from duties because of other business related reasons, to maintain efficiency of the operation entrusted to the Town government, to contract or sub-contract as is determined desirable by the Town Council, to determine methods, means, and personnel by which the various operations of the Town government are to be conducted; and to take whatever actions may be necessary to carry out the functions and means of the Town government, and to maintain uninterrupted service to its citizens in normal and any emergency situations.

ARTICLE II

UNION MEMBERSHIP, DUES AND ACTIVITIES

SECTION 1. MEMBERSHIP

Membership or non-membership in the Union shall be the free, independent choice of each member of the certified bargaining unit. Union membership shall be defined as the tender of regular, specified dues as required by the Union as a condition of acquiring and retaining membership. Each employee shall be freely entitled to join or withdraw with just cause from membership in the Union upon written notice of said employee's intention to the Union. The Town agrees to notify each new employee within the certified bargaining unit that the Union is recognized as the exclusive representative for employees in the certified bargaining unit.

SECTION 2. UNION DUES

Upon receipt of a written, signed authorization, the Town will deduct, in the manner provided by law, Union dues and/or PEOPLE donations from the wages of employees within the certified bargaining unit. The amounts, as authorized by the employee, shall be deducted and forwarded to the Union each month. Each employee shall be entitled to revoke authorization upon written notice to the Union. Upon written notification to the Town by the Union Secretary or Treasurer,

the Town will suspend dues deductions. If the revocation is not received prior to deduction for any pay period, the revocation shall be effective for the next pay period. The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability, other than what is allowed for under this contract, that shall arise out of or as a result of any unintentional conduct taken by the Town for the purpose of complying with this section.

SECTION 2.1. FAIR SHARE

While the parties acknowledge that it is the right of each bargaining unit employee to either participate and voluntarily pay membership dues to the exclusive representative or opt out of any and all Union activities, it is also acknowledged that any advance to a bargaining unit employee's wages, benefits, and working conditions obtained through this contract has been obtained through the collective bargaining process permitted by law. It is also acknowledged that both parties expend their own funds to implement this collective bargaining process.

After this agreement has been ratified by vote of the bargaining unit employees and the Town, the employer agrees to deduct an amount equal to fifty-one percent (51%) of the membership dues rate for a fair share payment from all non-dues paying bargaining unit employees. Fair share payments require no authorization forms, but rather, notification to the non-dues paying bargaining unit employees of the amount and reason for such payment. All fair share monies deducted from wages under this article shall be remitted to the Union after each pay period.

The Union shall indemnify and hold the employer harmless for any employee claims involving dues deduction under this article.

SECTION 3. UNION ACTIVITIES

The Union, its members or representatives shall not be allowed to solicit membership or funds/dues for the Union during employees' duty hours.

The Union agrees to provide bulletin boards for Union notices and communications, unless the Town agrees to allow the Union to use existing bulletin board space. The items posted shall not be political or partisan in nature. All materials shall be signed by an officer of the Union.

Union staff and employee officials may distribute Union literature on Town facility grounds to employees as they enter or leave work, or in break or lunch areas, as long as such distribution does not unreasonably interfere with the Employer's operations.

SECTION 4. UNION OFFICERS AND SHOP STEWARDS

The Town agrees to recognize Union Officers and one shop steward from each Department contained in the certified bargaining unit to represent the employees of the Town. The Union agrees to notify the Town in writing of the duly accredited representative for each Department within seven (7) working days of his/her election, or appointment. Such representatives shall have access to the Town's premises for the purpose of adjusting grievances in accordance with the grievance procedure provided herein. If the Union representative desires to visit with a particular employee(s), the division supervisor shall make every effort to accommodate them in an area where the normal work flow will not be interrupted. If the visit interferes with the work operations, the division supervisor and the Union Representative will make arrangements for an appointment when and where the department's mission is not interrupted. Union officials from the Council or International will be accompanied by Officers of the Local. The division supervisor must be notified in advance by the employee and/or union representative.

SECTION 4.1

The Union president shall be entitled to a maximum of ten (10) days off, with pay per contract year, to attend training workshops offered by the Union or to attend to Union business affairs. The vice-president, secretary-treasurer chief steward, and members of the Executive Board shall be entitled to a maximum of four (4) days off each, with pay, per contract year to attend training workshops offered by the Union or to attend to Union business affairs. The total number of days taken by the entire Union for this purpose will not exceed a total of *twelve (12)* days per contract year. Actual time off shall be subject to approval by the department head.

SECTION 4.2

During working hours and without loss of pay, the following officers of the Union: President, Vice-President, and shop stewards, shall be allowed reasonable time to transmit communication by telephone, as well as to consult in person with the Manager, or Department Heads, or Union officials concerning the enforcement of any provisions of this agreement, provided reasonable notice is given to Supervisor/Department Head and such actions do not interfere with the work flow as determined by Department Heads. No long-distance calls will be charged to the Town.

SECTION 5. STRIKES AND WORK STOPPAGES

Pursuant to Section 21-105(d) of the Code of Ordinances, there shall be no right to strike, slow-down, or carry or any other concerted interruption of operations of the Town government and any employee who individually or collectively engages in any such activity shall be subject to immediate dismissal without recourse. Further, employees in the certified bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or any other labor organization when called upon to cross such picket line while on duty. Any

disciplinary action taken for a violation of this provision shall not be subject to the grievance procedure. In the event there is an alleged work stoppage, slow-down or other restriction of work, the Union will attempt to secure an orderly return to work within one hour of such notification by the Town. It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in any strike, work stoppage or other interruption of work.

ARTICLE III

EMPLOYMENT MATTERS

SECTION 1. EMPLOYEE CLASSIFICATION (Section 2.12 of Ordinance 744 is hereby incorporated by reference)

The following definitions are provided to determine your classification and entitlement to participate in Town benefits.

1. Regular, full-time employees
Regular, full-time employees are hired under the position classification system, have completed their probationary period, and are scheduled to work not less than forty (40) hours per week. Regular, full-time employees may participate in all Town employee benefit programs. Any position that requires an employee for a period that exceeds one (1) year shall be considered as a regular, full-time position.
2. Regular, part-time employees
Regular, part-time employees work at least twenty (20) hours but less than forty (40) hours per week and are hired under the position classification system, pro-rated at a pay scale by grade. Employees benefits will apply on a pro-rated basis. Regular, part-time employees who are hired to work from twenty (20) to thirty (30) hours per week are eligible for employees benefits on a pro-rated basis of fifty percent (50%). Employees who are hired to work more than thirty (30) hours per week will be treated as regular, full-time employees for the purposes of employee benefits administration.
3. Part-time employees
Part-time employees are scheduled to work less than twenty (20) hours per week or one thousand (1,000) hours annually and are hired

at an established hourly rate. Part-time employees do not participate in any Town employee benefits, with the exception of Worker's Compensation and Social Security.

4. Temporary/seasonal employees

Temporary/seasonal employees are employed to work for a specified period for a particular reason and will be terminated at the end of this period. Temporary/seasonal employees do not participate in any Town employee benefits, with the exception of Worker's Compensation and Social Security. The term "temporary employee" as used in this Agreement, shall be defined as an employee hired for a single specific period of time not to exceed one (1) year.

Part-time and temporary/seasonal employees who have proven through good performance, attendance, and loyalty that they would be good additions to the regular staff, shall be given priority over outside applicants for vacant positions if capable of meeting the job requirements. The Union President shall be notified in writing of all job openings and discontinued positions. The Town will make a good faith effort to fill vacancies within 45 days.

SECTION 2. PROBATIONARY PERIOD (Section 2.10 of Ordinance No. 744 is hereby incorporated by reference)

The first six (6) months of employment are known as the probationary period of employment. It is a period that gives you, the employee, an opportunity to discover whether you enjoy working for the Town and whether or not you wish to continue your employment. It also gives the Town the opportunity to evaluate your interest in our job and your ability to carry out the requirements of the job. During this period, your supervisor will periodically counsel with you. Training and evaluation of accomplishments are an on-going process. The employee, if qualified, can bid for other opportunities or positions during probation.

As a Town employee, you should always feel free to ask questions. During your probationary period, you should learn as much about the organization as possible by asking questions and talking with your supervisor. Direction and supervision offered during your probationary period is intended to help you succeed at your job.

As a probationary employee, you are entitled to Holiday pay, Sick Leave Accrual, Workers' Compensation Insurance, FICA Insurance, and PERA (Public Employees Retirement Association) benefits. You are also eligible for Group Health, Life, Dental and Short-term Disability Insurance if you enroll within 30 days from the date of employment as regular, full-time or regular, part-time employee. A late enrollee is eligible for medical coverage after a 90-day waiting period, subject to pre-existing condition limitations. Basic Life and Disability package and Supplemental Life are subject to medical underwriting.

Termination is possible at any time during the six (6) month period if it is warranted by a lack of adequate progress as measured by job related criteria, or if it is requested by you. Upon successful completion of the probationary period, you will be considered a regular, full-time or regular, part-time employee.

After you become a regular, full-time or regular, part-time employee, and should you be transferred or promoted to a different classification, you shall be placed on a ninety (90) day promotional probationary period. If based upon the evaluation of the immediate trainer or supervisor, it is determined that the employee's performance is not satisfactory, the employee will be allowed to return to his/her former classification and the employee's seniority will be reinstated. If your former position has been filled, you shall be placed in an equivalent position at your former pay.

SECTION 3. WORK WEEK AND WORK HOURS (Section 5.6 is hereby incorporated by reference)

The Town's average work week for non-exempt employees, other than public safety, is forty (40) hours. However, the actual hours of work may vary during the month, depending on requirements of the department to which you are assigned. The Town's work week begins at 12:01 a.m. Sunday and runs to 12:00 a.m. Saturday. Under normal circumstances, the Town employees will not be required to work outside their job classification.

All employees will be at their workstation and ready for work at the start of their scheduled shift. All employees will remain at their designated workstation until the end of the shift or, in designated jobs, until properly relieved. The workstation is the area where an employee's work is to begin or other location designated by the Town. Except as specified below, time used in personal preparation for work, wash-up and clothes changing will not be considered as time worked and will not be compensated by the Town. In areas where a health hazard exists, a fifteen-minute wash-up period prior to lunch and the end of the shift will be allowed.

SECTION 4. INCLEMENT WEATHER (Section 4.27 is hereby incorporated by reference)

Inclement weather conditions that prevent you from reporting to work are conditions over which the Town has no control. Therefore, in the event of inclement weather, the following apply:

- in fairness to all, only those who report to work during inclement conditions will be paid. They will be equal to the actual hours worked. Anyone who does not report to work will not be paid.
- If you are allowed to go home early during inclement conditions, you will be paid only for the hours worked.

- If the Town sends all employees home, you will be paid for all hours you were scheduled to work that day.
- If Town operations are closed, because of inclement conditions, all employees will be paid for the hours they were scheduled to work. However, this fringe benefit is limited to no more than three (3) such days per year. If the Town operations are closed because of such conditions for more than three (3) days in one calendar year, the additional days will be without pay. These hours will not be considered in computing overtime pay.

SECTION 5. LUNCH PERIOD AND BREAKS (Section 4.4 of Ordinance No. 744 is hereby incorporated by reference)

You may take one (1) fifteen (15) minute rest break at approximately the mid-way point of each half of the daily working schedule in the morning, and one (1) fifteen (15) minute rest break at approximately the mid-way point of the daily working schedule in the afternoon, depending on the workload for that particular day. These breaks should be taken in the immediate vicinity of your worksite (unless otherwise approved by your supervisor) and at a time that will not interfere with your assigned duties, as determined by your supervisor. Rest breaks will not accumulate if they are not taken and are not to be used to shorten the normal workday.

You will be scheduled, by your supervisor, for an unpaid lunch break of not less than one-half (½) hour nor longer than one (1) hour in duration. All efforts will be made to schedule lunch breaks at halfway point of the working day, unless emergency-type work duties do not allow it.

SECTION 6. SHIFT PREFERENCE

Shift preference will be given by seniority within a given division, if a vacancy exists, subject to approval by the immediate supervisor.

SECTION 7. CHANGES IN WORK HOURS

A. Permanent Changes in Working Hours. Division work schedules, showing the employees' shifts, work days and hours, shall not be changed unless the employees receive notice in writing five (5) days prior to commencement of the new work schedule.

B. Temporary Changes in Working Hours. Employees may be required to have their work hours changed on a temporary basis which is five (5) days or less. As much notice as possible will

be given to employees of the change. Employees shall be chosen for the change in work hours in order of seniority and qualifications; that is, the change will be offered first to the most senior qualified employee through to the least senior qualified employee. If all offers are rejected, the least senior qualified employee shall be assigned to the change of work hours.

SECTION 8. CALL-IN GUARANTEE

When an employee is called to work, at a destination outside their home, ***during the weekend, and is not on standby status or scheduled overtime, he/she is guaranteed pay at double time at one hour minimum. If an employee is on standby status and is called out to work or has been scheduled to work overtime, he/she is guaranteed pay at time and one-half at one hour minimum, to include weekends.***

SECTION 9. STANDBY STATUS

An employee assigned to standby status after completion of his normal work schedule (and not called to work) will receive 1.5 hours of straight pay or "standby pay" for each eight (8) hour period, or 4.5 hours of straight pay for every twenty-four (24) hour period the employee is on standby status. An employee assigned to standby status during a holiday will receive two (2) hours of straight pay or "standby pay" for each eight (8) hours period. Such period shall start at the time the employee begins standby status. An employee on standby status for a portion of an eight (8) hour period shall receive standby pay on a pro-rata basis. An employee who is called to work while on standby status will no longer be on standby status, and will receive overtime for the actual hours worked outside of the employee's regular shift. It shall be the responsibility of the employee placed on standby status to keep his/her supervisor and the Police Department Dispatch Center informed as to where he/she can be reached at all times. Standby times shall not be considered time worked for the purpose of computing overtime. Employees on standby status shall be given a reasonable amount of prior notice. The Town will post a voluntary standby list by classification and seniority order within each work unit. Each employee will be allowed to sign up for voluntary standby assignments during the first week of December and June, to be effective the first week of January and July. Employees who have signed up for voluntary standby status will be assigned standby by seniority on a rotating basis. If the above procedure has been followed and no employee on the list is available for standby, standby will be assigned in reverse order of seniority and the employee will be required to be on standby.

An employee who has voluntarily signed up for standby assignment and chooses not to take any portion of the standby assignment shall forfeit the remaining period of the standby assignment to the individual who voluntarily fills in or is assigned to fill in. If the employee must give any portion of the standby assignment due to an emergency or illness, the employee shall be allowed to continue the remaining period of standby assignment upon approval of the employee's immediate supervisor.

SECTION 10. SENIORITY

Seniority is defined as the length of continuous service with the Town as an employee within the certified bargaining unit. Continuous service shall not be considered to have been interrupted if an employee has been on an approved leave of absence. Seniority shall be used to establish vacation rights, recall rights, and any other general benefits not specifically limited to a division. Division specific rights will be determined by division seniority.

Within fifteen (15) days after the signing of the Agreement, the department shall post a complete seniority list showing divisional seniority ratings. Such list shall remain posted for a period of at least thirty (30) days and shall be available to the shop stewards at any time thereafter. Such list shall be revised and brought up-to-date every twelve (12) months and a copy shall be sent to the Union.

SECTION 11. WORKING HOURS (Section 5.6 of Ordinance 744 is hereby incorporated by reference with the addition of the following:)

Overtime pay at the rate of 1 $\frac{1}{2}$ times the employee's regular straight-time rate will be paid for any work in excess of 8 hours daily or 40 hours weekly, if authorized by the supervisor or department head. If the employee is on flex time, overtime pay is authorized only for those hours worked over their normal scheduled hours. Comptime taken, in lieu of overtime, must be requested at least three (3) days prior, unless the employee has an emergency, or if work and staff requirements allow the supervisor to approve it. Response from the supervisor will be given within one working day, unless the request is an emergency. The Town will post an overtime list by classification and seniority within each work unit during the first week of January and July. Employees will be assigned all overtime by seniority on a rotating basis based on the skills required to resolve the emergency situation. If no one volunteers, the overtime will be assigned, to the extent possible based on skill requirements, in reverse order of seniority and the employee will be required to work overtime.

Unanticipated overtime: is all overtime which cannot be anticipated and or reasonably scheduled in advance, of the employees regularly scheduled shift. Unanticipated overtime work assignments which immediately follow a regular shift may first be assigned to the employees who are performing the work at the end of the regular shift.

SECTION 11.2 FLEXTIME

In areas where the employees and management wish to implement flexed work schedules, the parties may modify work hours by mutual agreement. The Town shall not unreasonably deny an employee's requested flextime schedule.

SECTION 12. OVERTIME LUNCH PERIODS AND REST PERIODS

A meal period of twenty minutes with pay will be allowed to all employees being required to work more than two hours beyond the regular shift. Employees will receive one fifteen minute paid rest period during each one-half day overtime work shift.

SECTION 13. HOLIDAY PAY (HOLIDAY PAY IS THE REGULAR RATE OF PAY)

When a legal holiday observed by the Town falls on an employee's regular work day, each employee is given the holiday off and will be paid at the rate of pay as though for normal work shift. When an employee whose regular work shift falls on a recognized holiday, and the employee is scheduled to work, that employee will be granted, at his choice, a substitute day off as holiday within ten (10) working days of the holiday. However, if a substitute day cannot be scheduled, such employee will be paid eight (8) hours of holiday pay at his/her regular rate of pay, plus time and one-half (1½) for any hours worked.

When an employee is required to work on a holiday which falls on that employee's day off, resulting in overtime worked, such employee shall be paid double time and one-half for all hours worked.

If the holiday falls on an employee's day off and the employee does not work such day, the employee will receive the last work day prior to the day off, or the day following the day off as his/her holiday, whichever is closer. An unexcused absence before or after the holiday will forfeit the benefit of holiday pay for that particular holiday.

SECTION 14. CONTRACTING OUT

The Town agrees that prior to contracting out bargaining unit positions, the Union will be notified and allowed input in writing to the Town Manager. A written response will be given to the Union.

ARTICLE IV

LEAVES OF ABSENCE

SECTION 1. VACATIONS

Vacation eligibility is based on your personal anniversary date of employment with the Town. Vacation time will be accrued as follows:

From date of hire to completion of 1st yr. 6 Hrs & 40 Min per mo
(New employees will be allowed to take a maximum of five (5) days of their accrued vacation during their first year of employment.)

First anniversary until completion of 9th yr. 10 days per year

From completion of the 9th yr until completion of the 15th yr 15 days per year
After completion of the 15 yr 20 days per year

After the first anniversary, vacation accrued will only be credited on the employee's anniversary date.

Vacation must be scheduled in advance and approved by the supervisor prior to taking any time off. Simply notifying a supervisor will not constitute automatic approval of leave. If vacation request is in excess of 3 days, two-week prior notice is required. Supervisor's reply must be given within 3 working days of employee's request. This requirement also applies to requests for comptime, personal leave and/or combination of leaves.

SECTION 2. SICK LEAVE

The provisions of Section 6.2 and 6.3 of Ordinance No. 744 are hereby incorporated by reference.

A. When a pattern of sick leave develops, such as the repeated requests for sick leave on the day before and/or the day after the employee's days off, this may be considered abuse of sick leave, and the Department Head, Director or other supervisor may deny utilization of such leave, provided advanced notice of such pattern has been discussed with the employee and documented with the Department Head/Director/Supervisor. Nothing contained in this section shall preclude the Department Head/Director/Supervisor from taking disciplinary action should the pattern continue.

B. Employees who have developed a pattern of sick leave abuse may be required to provide their supervisor with a doctor's verification that they were unable to work for a specified period of time.

C. For clarification purposes, a doctor's verification is a document signed by your healthcare provider, or his designee, stating that you were unable to work for a specified period of time. (Note: The Town has the right to verify that the person signing off on the document is authorized by your doctor to sign off.) A doctor's verification is not a document stating that you were seen by your doctor. Employees taking sick leave for a doctor's appointment will be

expected to return to work after the appointment, unless the appointment is two or more hours from town and/or the doctor verifies that the employee is seriously ill (same requirements apply for appointments of immediate family members.)

D. Employees will be allowed up to **40 hours** of personal sick leave, from their accrued sick leave, in a fiscal year, provided they keep a balance of no less than 100 hours of sick leave in their account. **Employees are limited to two (2) non-consecutive, personal sick leave days per pay period.** Once the employee has exhausted the **40 hours**, he/she will not be allowed to take any personal sick leave until the next fiscal year. Personal sick leave is defined as sick leave not requiring a doctor's verification. This section does not apply to sick leave usage with a doctor's verification.

SECTION 2.1. CONVERTED SICK LEAVE

If an employee has accumulated 320 or more hours of sick leave, **and has 100 hours or less of accumulated vacation**, he/she may convert the sick leave accumulated over and above 320 to personal leave on the following completed years of service. **Note, only one conversion per calendar year will be allowed.**

1. Three to four years - six days sick leave equals two personal days
2. Five to six years - six days sick leave equals three personal days
3. Seven to eight years - six days sick leave equals four personal days
4. Nine years plus - six days sick leave equals six personal days

SECTION 3. JURY LEAVE

The provisions of Section 6.6 of Ordinance No. 744 are hereby incorporated by reference.

SECTION 4. MILITARY LEAVE

The provisions of Section 6.7 of Ordinance No. 744 are hereby incorporated by reference.

SECTION 5. LEAVE FOR VOTING

Employees who are registered voters shall be granted two hours with pay between the opening and closing of the polls to vote on all election days. Department Heads must grant this time off for voting, if requested, by employees who are registered to vote. Department Heads will not grant time off with pay to any employee whose normal workday begins more than two hours after the opening of the polls or ends more than two hours prior to the closing of the polls.

SECTION 6. LEAVES OF PERSONAL NECESSITY

Two (2) personal necessity days per calendar year will be provided with pay for all members of the bargaining unit.

SECTION 7. FUNERAL LEAVE (Section 6.9 of Ordinance No. 744 are hereby incorporated by reference)

You will be granted time off from work with pay in the case of the death of a member of your immediate family. Immediate family is defined as spouse, son or daughter, mother or father, brother or sister, grandparents, grandchildren, and the in-law counterpart of all listed herein.

A leave of absence with pay for up to five (5) days duration will be granted in the case of the death of a spouse, child or parent.

A leave of absence with pay, for up to three (3) days duration, will be granted in the case of death of brother, sister, grandchildren and parents-in-law.

A leave of absence with pay for two (2) days will be granted in the case of death of other family members who are brothers or sisters-in-law, and grandparents.

If the funeral for a member of the immediate family, as outlined above is held out of town, you will be granted additional time as follows, provided you attend the funeral: if the destination is 300 miles from the Town, one additional day with pay; if the destination is more than 600 miles from the Town, two additional days with pay. An employee may use annual leave or compensatory time.

SECTION 8. HOLIDAYS

The Town will observe the following legal holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day (July 4th)
- Labor Day
- Veteran's Day
- Thanksgiving Day

Day after Thanksgiving Day
Christmas Eve
Christmas Day

and two (2) personal leave holidays (refer to Article IV, Section 5)

SECTION 9. EARLY RETIREMENT LEAVE

An employee may convert 400 hours of his/her accrued sick leave to early retirement leave, an employee who has 1000 hours or more of accrued sick leave may convert 600 hours to early retirement. Early retirement leave must be taken immediately prior to retirement.

SECTION 10. DEATH OF EMPLOYEE

In the event of the death of an employee during employment with the Town, all earned wages and the cash value of accrued vacation and comp time will be paid with reasonable promptness to the beneficiary of record as a survivor benefit.

ARTICLE V

LAYOFF AND RECALL RIGHTS

SECTION 1. LAYOFF

Employees will be given one (1) month's written notice of any layoff of employees or reduction of force, with such notice specifying the reason therefore. Employees will be laid off in reverse order of seniority within the Department and within the job title classifications. For a period of twelve (12) months, laid off employees will retain seniority in any position or classification previously held, provided the employee is capable of performing the work. Employees who are laid off or whose positions are otherwise eliminated shall have the option to bump less senior employees in the same or lower classification if they are qualified for the position.

SECTION 2. RECALL RIGHTS

Laid off employees shall have recall rights for a period of twelve (12) months after any reduction in force. The employees laid off due to a reduction in force will be called back to work in their seniority order according to the following procedure:

- A. The employer will advise the employee to be recalled by certified or registered U.S. Mail of the position the employee is being recalled to and the time within which to reply. The Town shall advise the employee that if there is no response, it will be considered a waiver of that employee's recall rights. A copy of each recall notice will be furnished to the Union.
- B. An employee, upon receiving notice of recall will, within seven (7) working days, advise the City Manager of the date he/she will be available for service, which date must not be later than fourteen (14) calendar days from the date the employee receives recall notice, unless there are extenuating circumstances. Failure to report the receipt of the recall will be considered an automatic resignation.
- C. Laid off employees have the responsibility of keeping the employer informed as to their correct mailing addresses. Employees will fill out a "laid off employees application form" at the time of layoff. Laid off employees will be kept on an active list for recall for twelve (12) months.
- D. Vacant budgeted positions in the bargaining unit will be offered to laid off employees who qualify for the position, before the position is made available through bidding procedures. In the event that the laid off employee refuses the position, the employer's recall responsibility ceases with such action.
- E. No new employees will be hired in positions within a Department during the period twelve (12) months after the reduction in force until all eligible laid off employees in the Department have been given the opportunity to return to work.

ARTICLE VI

DISCIPLINARY ACTION

SECTION 1. JUST CAUSE

An employee who has completed the probationary period shall not be disciplined or discharged without just cause, which includes, but is not limited to, a rule infraction or failure to respond to progressive disciplinary procedures provided herein.

SECTION 2. PERSONNEL FILES

When disciplining an employee, the Town will use progressive discipline when applicable. Any disciplinary actions in the employee's personnel file that are older than 24 months, and unrelated, will not be used in this process.

SECTION 3. RIGHT TO PRIVACY

Any disciplinary action shall be accomplished in a manner which affords the employee protection from embarrassment before other employees or the general public. If a supervisor has the need to talk to an employee regarding his/her conduct or to criticize handling of his/her work, it will take place in private.

SECTION 4. DISCIPLINARY PROCEDURES

The provisions of Section 10.0 of Ordinance No. 744 are hereby incorporated by reference.

Minor disciplinary actions will be dealt in accordance to the following procedure:

First Offense	-	Oral Warning
Second Offense	-	Written Reprimand
Third Offense	-	Suspension
Fourth Offense	-	Discharge

Disciplinary actions will be removed from the employee's personnel file for destruction after 24 months from the date that the action was taken, provided that there has been no other disciplinary action taken during that 24-month period.

Major disciplinary actions will be dealt in accordance with Sections 10.0 and 10.1 of the Employees Personnel Manual.

SECTION 5. TIMELINESS

Timeliness: The immediate supervisor must initiate disciplinary action within five (5) working days of the discovery of the employee's alleged violation.

ARTICLE VII
GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS

A. Grievance. A grievance is defined as a dispute involving the interpretation, application, or an alleged violation of any provision of this Agreement.

B. Grievant. A grievant is an employee or group of employees or the Union acting in behalf of the employee or employees which have filed an alleged violation of this agreement as it relates to its interpretation or application. An employee shall have the right to Union representation at anytime during the grievance procedure.

C. Day. The term "day" as used in this agreement shall be defined as a working day.

SECTION 2. PURPOSE

The purpose of the grievance procedure is to provide an orderly method of resolving grievances between the Town and the Union. A good faith effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

SECTION 3. GRIEVANCE FORM

The Town recognizes the AFSCME Union grievance form as the standard form for use in the grievance procedure. Such grievance must identify the action or incident in question, the date it occurred, the management employee involved if any, and the remedy requested.

SECTION 4. GENERAL

Grievances will be processed during working hours, and an employee may have Union representation at any time or step in the grievance procedure. The shop steward, if requested by the employee or employees to represent him/her to them, shall be allowed reasonable time off with pay to appear at the grievance hearing. Witnesses requested to appear before any grievance hearing will be notified by the Town to appear, and if that employee is scheduled to work on that date, the appearance will be on a paid basis.

SECTION 5. GRIEVANCE PROCEDURE

Grievance shall be processed in accordance with the following procedures within the stated time limits:

Step 1: The employee shall have the option to file an informal grievance with the appropriate supervisor within 10 days of the alleged occurrence. If the issue cannot be informally resolved within ten (10) days, a formal grievance will be filed.

Step 2: The grievant shall present the standard grievance form to his/her immediate supervisor within ten (10) working days of the alleged occurrence giving rise to the grievance. The appropriate supervisor shall give a written response within ten (10) working days of the receipt of the grievance form.

Step 3: If the appropriate supervisor's or department head's response is not satisfactory, the grievant and/or Union may, within ten (10) working days of receiving the response, request an opportunity to discuss the matter with the next higher level of management. The request for this meeting shall be made in writing and the meeting shall be held within ten (10) working days of receipt of the written request. A written response will be provided to the grievant within ten (10) working days after the meeting with the grievant.

Step 4: If the grievant is not satisfied with the response, the grievant may submit the grievance case in writing to the City Manager within ten (10) working days of the response of the department head. The City Manager's decision will be rendered in writing within ten (10) working days of receipt of the written complaint. The grievant or the Union may appeal the matter to arbitration by serving a written demand within ten (10) working days after the response of the City Manager. If the Union fails to serve such written demand for arbitration within said ten (10) days, the Union and the grievant shall be deemed to have waived their right to appeal and the grievance shall be considered settled.

SECTION 6. ARBITRATION

A. Selection of Arbitrator. The Town and the Union shall, by mutual agreement, select an arbitrator within ten (10) working days after the Union's or the grievant's demand for arbitration. If the parties are unable to agree upon the selection of an arbitrator within ten (10) days, they shall request a list of not less than five (5) arbitrators from the Federal Mediation Conciliation Service. Within ten (10) working days of receipt of the list of arbitrators, the parties shall meet to select an arbitrator for the panel in the following manner:

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.

B. The jurisdiction and authority of the arbitrator shall be limited to interpreting this Agreement and determining if there has been a violation or breach of this Agreement. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of the Agreement. The decision of the arbitrator will be final and binding upon both parties except as specifically prohibited by the current Ordinance No. 582.

C. The Union and the Town shall each bear their own expenses in the arbitration proceeding. The arbitrator may require that the losing party shall pay his or her fees and expenses.

D. Any party that fails to pay their share of the arbitration cost within thirty (30) days of the billing shall be assessed the total cost of the arbitration.

SECTION 7. LABOR MANAGEMENT COMMITTEE

The parties will establish a Labor Management Committee (hereinafter referred to as "LMC") which shall be a standing committee for the duration of this agreement. The LMC will meet quarterly or as needed when a member calls a meeting at a mutually agreed upon time and place on paid status for all members. The Union and the Town shall appoint three (3) members each, unless mutually agreed to the contrary. One member will be appointed on a rotating basis dependent on the issue/s to be discussed. The LMC will be free to address any topic of mutual interest or concern which affects working conditions or bargaining unit employees. This committee is not empowered to negotiate or resolve any changes in the collective bargaining agreement or formal grievances. The committee may recommend to the Association and Town ways to improve the department. Each entity will submit the three names of committee members by July 1st of each year. Two members from each team must be present for there to be an official LMC meeting.

ARTICLE VIII

MISCELLANEOUS

SECTION 1. COST OF REPRODUCTION OF AGREEMENT

The Union and the Town shall share the cost of writing and reproducing copies of the Agreement equally.

SECTION 2. SAFETY (The provisions of Section 4.23 of Ordinance No. 744, and the Town's Safety Manual are hereby incorporated by reference)

A. General Rules. The provisions of Section 4.23 of Ordinance No. 744 are hereby incorporated by reference.

B. A Safety Committee with appropriate representation shall be organized and convened as necessary. The Union President or his designee shall belong to the Committee and shall serve without loss of pay.

C. Safety on the job is everyone's responsibility. The parties will work towards creating a safe work place. The employee will operate equipment and perform the work in such manner as to not endanger themselves, other employees, and/or the public. The employees should report any unsafe working conditions to Management in writing. First aid kits will be provided by the Town at appropriate work locations. It is the intent of the Town and the Union to cooperate in an effort to improve health and safety matters. Employees and the Union may exercise their rights to secure a safe work place without reprisal of any kind.

D. Personal Protection Equipment. The provision of Section 5.0 of the Town's Safety Manual is hereby incorporated by reference.

SECTION 3. OUTSIDE EMPLOYMENT

The provisions of Section 4.5 of Ordinance 744 are hereby incorporated by reference.

SECTION 4. PERSONNEL FILES

A copy of any adverse material to be placed in an employee's personnel file must first be presented to the employee for his/her signature and review. If the employee refuses to sign, it will be so noted. The employee shall have the right to answer any material filed, and this answer shall be attached to the file copy. The employee shall have the right to examine all materials in his/her personnel file. Examination of file must be scheduled in advance with Personnel Office staff. Copies of such materials shall be furnished to the employee upon request.

SECTION 5. DRUG AND ALCOHOL POLICY

The provisions of the Drug and Alcohol Policy are hereby incorporated by reference with the following stipulation: All drug tests administered by the Town for an accident occurring on the job should be administered to the employee on the day the accident is reported or as soon as possible, but not later than the fourth day.

ARTICLE IX

WAGES AND OTHER ECONOMIC BENEFITS

SECTION 1. WAGES

The starting salary for a blue-collar or clerical employee will be no less than \$19,000 per year.

Effective July 1, 2012, employees will receive a 3 percent salary increase.

Effective July 1, 2013, employees will receive a 4 percent salary increase.

Effective July 1, 2008, AFSCME employees will receive 1 ½ percent annual salary increase.

AFSCME employees will receive an additional 50 cents per hour on the following dates:

July 1, 2016

July 1, 2017

July 1, 2018

Full time AFSCME employees and family qualify for the City Package. The Package includes free access to all City-owned and operated facilities, which include City Museum, City Pool, and Recreation Center. Passes will be provided at City Hall.

Other increases will be awarded to work units that have demonstrated cost savings and value added to the Town through increased productivity, reduced cycle time, and improved customer satisfaction. An example of this could be increased certification, which contributes to increased productivity, reduced cycle time, and improved customer satisfaction. Such improvement must be documented.

When an employee is required, by the supervisor in writing, to perform in a higher classification for a period of more than one (1) consecutive working days, that employee shall receive the starting salary of the higher position or a 5 percent temporary pay increase whichever is greater for the period worked in the higher classification. The most senior qualified employee, as determined by management, shall be chosen to fill the temporary upgrade position.

SECTION 1.2. CDL CERTIFICATION PAY

The Town agrees to pay **\$150** per quarter to employees with required CDL certifications. Payment will be made the last pay period of each quarter.

It will be the employee's responsibility to pay for any required CDL physical examination. Note: Per the NM Motor Vehicle Department, government employees are exempt from this requirement unless they use their CDL outside of their employment with the government agency.

SECTION 1.3. CONTINUING EDUCATION PAY

The Town agrees to pay \$250 to each employee with an Associate's Degree and \$500 for each employee with a Bachelor's or Master's Degree in any field. An annual payment will be made on the first pay period of December.

SECTION 2. INSURANCE SELECTION

The Benefits Advisory Committee with appropriate representation shall be reorganized and convened as necessary. The Union President or his designee shall belong to the advisory committee and shall serve without loss of pay. This committee shall assist management with the selection of a medical insurance carrier.

SECTION 3. WORK CLOTHING

A. Upon hire, the Town will furnish six (6) uniforms to regular full-time and regular part-time employees of the Public Works, Utilities and Finance Departments' blue-collar workers. Replacement uniforms, due to wear and tear associated with the employee's duties, will be provided as needed at Town's expense. The worn-out uniforms will be returned to the Town. The Town will maintain the uniforms for employees. NOTE: Per the IRS, the Town is required to tax denim-material pants. Employees must wear the newly Town-issued uniforms for work only. If the employee is not wearing the Town-issued uniform, he/she will be sent home without pay to change. Employees who choose to not receive the uniform pant, will sign a waiver so that the Town is not required to purchase uniforms that are not being used by the employee.

B. The Town will provide **\$200** clothing allowance per year, each July, to clerical employees to be used for clothes and/or shoes.

C. All uniforms and work clothing provided by the Town to an employee as provided in this Section are the property of the Town and shall be returned to the Town upon the termination of employment by an employee for any reason.

SECTION 4. INSURANCE

The Town provides voluntary group medical and hospitalization insurance, life and accidental death and dismemberment insurance, as well as short-term disability for its employees. The medical insurance premium shall be paid as follows: Town - 80 percent; employee - 20 percent.

The Town agrees to continue to pay the current health benefit. Any increases to the premium after that date will be proportioned at 80/20 percent.

SECTION 5. MILEAGE

An employee required to use his/her personal vehicle for city business will be paid mileage at the rate set by state law. Proof of liability insurance and valid driver's license will be required.

SECTION 6. EYE WEAR DAMAGE

The Town agrees to replace the employee's prescription eye glasses if broken, damaged or lost in the line of duty, as verified by the supervisor or department head. Replacement will be equal in value to damaged glasses.

SECTION 7. CITY COUNCIL MEETINGS

The Town agrees to provide the Union President with an advance copy of the agenda for all upcoming City Council Meetings.

SECTION 8. PERA

The Town shall pay 75 percent of the employees' contribution to PERA, pursuant to Section 10-11-5, NM State Statutes.

SECTION 9. SHIFT DIFFERENTIAL PAY

Any employee required to work a regular afternoon shift (4:00 p.m. to 12:00 p.m.) will be paid fifty-five cents more per hour, and any employee required to work a regular night shift (12:01 a.m. to 8:00 a.m.) will be paid seventy-five cents more per hour.

SECTION 10. SAFETY SHOE ALLOWANCE

The Town shall pay up to \$150 every July towards the purchase of a pair of steel-tipped safety toe shoes for each bargaining unit member who is required to wear them. This will be done at the time of hire for new full-time employees. However, if hired after January 1ST, they will not receive their second pair until July of the following year. If the employee fails to successfully complete the probationary period, the amount the Town paid will be deducted from the employee's final pay check. The shoes will be ANSI or OSHA approved and applicable to the job requirements.

SECTION 11. TOOL REPLACEMENT

The Town agrees to replace, for mechanics at the City Shop, broken and worn-out or lost tools in the line of duty. The Town will furnish any specialized tool required to do the job. Said tool shall be the Town's property.

SECTION 12. WELLNESS

The Town will reimburse AFSCME employees up to \$30 per month for membership dues, paid to a local fitness center/gym. The employee must submit proof of membership dues paid each month to Personnel Office staff in order to receive reimbursement.

SECTION 13. LONGEVITY INCREASES

Employees shall be awarded a service longevity increases as follows:

5-9 years of consecutive service	\$ 60/Quarter
10-14 years of consecutive service	\$110/Quarter
15 years or more of consecutive service	\$160/Quarter

(to be pro-rated for less than full time employees).

SECTION 14. TERM OF AGREEMENT

The terms and conditions of this agreement shall continue in full force and effect through **June 30, 2019**. If either party requests negotiations for a new Agreement, and said negotiations extend beyond any expiration date mentioned, this agreement will remain binding and in full force and effect until a new Agreement is signed between the parties.

ARTICLE X

SAVING CLAUSE

SECTION 1. EXISTING BENEFITS

All benefits not changed or covered by this Agreement that are now being received by the employees in the certified bargaining unit shall continue in full force and effect until changed in accordance with law.

SECTION 2. INVALIDITY

If any section or provision of this Agreement should be held invalid by operation of law or by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and the parties shall meet within thirty (30) days to negotiate a suitable section or provision to replace that which was held invalid if appropriate.

IN WHITNESS WHEREOF, the parties have set their hands and seals this 6th, day of June, 2016.

TOWN OF SILVER CITY

BY _____ /s/ _____
Mayor, Ken Ladner

LOCAL 3370, COUNCIL NO. 18,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEE

BY _____ s/s _____
Eddie Mendoza, President

ATTEST:

_____/s/_____
Yolanda C. Holguin
Acting Town Clerk