



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Mayor Louie A. Trujillo

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
January 12, 2022–Wednesday– 5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

Public comments can be made in person at the meeting **OR** submitted in writing to the City Clerk no later than 4:30 p.m. on January 12, 2022, via email to cfresquez@lasvegasnm.gov or faxed to (505) 425-7335.

AGENDA

*City Council Meetings are
Available via YouTube*

https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)** Public Input submitted to the City Clerk via email or fax will be read into the record.
- VII. MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
- VIII. COUNCILORS' REPORTS**

IX. CITY MANAGER’S REPORT

X. PRESENTATIONS (Not to exceed 10-15 minutes per person)

- Presentation by Jim O’Rourke, CEO and Caleb Anderson, VP of sales with O’Rourke Media Group

XI. APPROVAL OF MINUTES (December 8th and December 15, 2021)

XII. BUSINESS ITEMS

1. Request approval of Resolution No. 22-01, a budget adjustment for the 2021-2022 Fiscal year.

Jesus Baquera, Finance Director This budget adjustment includes a revenue and expense increase to fund 217 Special Legislative Appropriations in the amount of \$1,725,700.00, a revenue and expense increase to fund 280 Recreation Center in the amount of \$33,078.00, a revenue and expense increase to fund 104 Airport Operations in the amount of \$24,000.00 and a revenue and expense increase to fund 106 Santa in the Park in the amount of \$4,001.00.

2. Request approval of Resolution 22-02 to apply for the American Rescue Plan Act (ARPA) grant offer in the amount of \$22,000.00 for the City of Las Vegas Municipal Airport.

Maria Gilvarry, Utilities Director This grant will provide economic relief to airports in response to the COVID-19 pandemic. Funds to be used for costs related to operations, personnel, cleaning and sanitization in combating the spread of pathogens at the airport.

3. Request approval to proceed with the contract for Detainee Confinement with San Miguel County Detention Center.

Leo Maestas, City Manager This contract was presented and approved by the County Commissioners.

4. Request approval of Resolution No. 22-03 restructuring the City of Las Vegas Organizational Chart.

Leo Maestas, City Manager As per the Municipal City Charter, Section 5.07 Departments. A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

5. Consideration of the American Federation of State, County and Municipal Employees (AFSCME) Local 2851 Agreement.

Darlene Arguello, Human Resource Director The City of Las Vegas has completed contract negotiations for 2021-22 with AFSCME Local 2851. Article 9 (Disciplinary Action), Article 12 (On-Call Assignments), Article 19 (Leaves), Article 36 (Increment/Longevity) and Article 37 (Compensation) were the subject of this year's negotiations. AFSCME Local 2851 is in the process of ratifying the collective bargaining agreement. A letter of ratification will be forwarded assuming the union members approve the agreement. The impact to the Fiscal Year 2021-22 budget is \$90,125.00. This includes the salary amount of \$70,125.00 and the increase of \$20,000.00 to the fringe benefits. The Increment/Longevity Pay was included in the original Fiscal Year 2020-21 approved budget.

6. Request approval of Professional Services Agreement between the City of Las Vegas and White Sands Drug and Alcohol Compliance.

Darlene Arguello, Human Resource Director Four (4) quotes were solicited with two (2) written bids received and two (2) no bids. Out of the two (2) written bids received, White Sands Drug and Alcohol Compliance was the only vendor that met all requirements of the services needed for the City of Las Vegas Drug and Alcohol Program Management System.

7. Request approval of Resolution No. 22-04 submitting a proposal to Non Metro Area Agency on Aging for the Senior Center Program in San Miguel County for Fiscal Year 2022-2026.

Wanda Salazar, Community Services Director The Senior Center program provides an array of services to the senior population in San Miguel County to include: Congregate Meals, Grab and Go Meals, Home Delivery Meals, transportation, and evidence based services. The proposal is also requesting two (2) additional new programs, homemaker and chore services to be added.

XIII. EXECUTIVE SESSION

**THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF
SUBJECT MATTER IS EXEMPT PURSUANT TO THE OPEN MEETINGS
ACT.**

XIV. ADJOURN

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas website and to be broadcast on YouTube.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701 or the City's website at www.lasvegasnm.gov

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD
ON WEDNESDAY, DECEMBER 8, 2021 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS.**

MAYOR: Louie A. Trujillo

COUNCILORS: David G. Romero
Elaine Rodriquez
Michael L. Montoya
David A. Ulibarri, Jr.

ALSO PRESENT: Leo Maestas, City Manager
Casandra Fresquez, City Clerk
Scott Aaron, City Attorney *via telephone*
Antonio Salazar, Sergeant at Arms

CALL TO ORDER

Mayor Trujillo called the meeting to order at 5:31 pm.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo recognized all the hard work that City employees are doing, all the hard work that went into the parade and for making the town look festive with all the decorations. Mayor Trujillo asked to keep the family of Lily Montoya and

Theresa Quintana in our prayers who recently passed away. Mayor Trujillo asked for a moment of silence for anyone else in town who had suffered losses.

APPROVAL OF AGENDA

City Clerk Fresquez advised there was a recommendation to remove the recognition for the Retirement of Lieutenant Monica Vigil for the December 15, 2021 Council meeting.

Councilor Montoya made a motion to approve the agenda as amended. Councilor Rodriquez seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David A. Ulibarri Jr.	Yes
Michael L. Montoya	Yes	Elaine Rodriquez	Yes

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

There was no public input.

COUNCILORS' REPORTS

Councilor Rodriquez advised residents have contacted her regarding how excited they are for the ice skating rink.

Councilor Montoya thanked Utilities Director Gilvarry, her staff and the contractor for working on Bridge Street to get it opened up for the holidays. Councilor Montoya stated that the Christmas tree looked beautiful and it was an awesome parade. Councilor Montoya also congratulated the RobertsonHigh School Football team for winning the State Championship.

Councilor Romero thanked City Manager Maestas and all staff for their hard work on all the amazing events. Councilor Romero mentioned the opportunity the community had to decorate memorial ornaments and for bringing the spirit back with all the decorations throughout the City. Councilor Romero advised he had a phone conference with Elizabeth Juarros, Chris Madrid and Felicity Funesca

regarding opportunities for tourism and funding opportunities for Rodriguez and Gallinas River Parks.

Councilor Ulibarri Jr., thanked the Robertson High School softball team for decorating 10 residents' doors now for the holidays and also thanked City Manager Maestas and Utilities Director Gilvarry for getting Bridge Street paved.

CITY MANAGER'S REPORT

City Manager Maestas gave a report on the following:

- Welcomed new employees to the City of Las Vegas
- Welcomed new businesses
- 142 businesses have not paid their license fee and late fee for 2021
- Update on Surplus Monies
 - Playground equipment was delivered and is scheduled to be installed in the next 30-45 days
 - Moreno/South Pacific building demolition will be completed by the end of the month
 - Approved new sidewalk to be installed along Independence
 - Contract for Aerial mapping/Surveying at Rodriguez Park
 - Carnegie Library asbestos/mold remediation should be completed in the next 2-3 weeks
 - Police department received Angel Armor Vests
 - PNM assigned a Project Management team for the 882 LED light pole conversion.
- Update on other projects
 - Great Blocks project went out for bids
 - CDBG-Romero/Salazar Streets
 - Camino de las escuelas portion needs to go to the County to change over the possession of that portion to the City
 - Millings are scheduled for north and south Gonzales Street, 12th Street and a section on Valencia Street
 - Windows were installed at the building by the Farmers Market
 - Finance is creating a bill assistance line item to help those who qualify for assistance

City Manager Maestas thanked the community for going to the events.

Mayor Trujillo advised a lot of great things are happening in the City and thanked City Manager Maestas and all his staff for all the hard work they are doing and for moving the City forward.

City Manager Maestas advised they do have a great team and work well together.

Councilor Montoya asked if the City was liable for businesses being delinquent and what the cost analysis was for the inside of the Farmers Market.

City Manager Maestas advised he did not believe so.

City Attorney Aaron advised he couldn't think of anything at the moment that could cause any liability for the City but they need to get those businesses up to date on the license fees.

Councilor Montoya asked about the Farmers Market cost analysis for the inside.

City Manager Maestas advised that the project was still on the ICIP and they would need to prioritize and rank all of those projects.

Councilor Ulibarri Jr., asked what is being done about businesses operating without a license and if Code Enforcement was involved.

City Manager Maestas advised they have reached out to businesses numerous times and need to see what the next steps are for those businesses that have not paid.

Councilor Montoya requested that employees handle business in the Chambers or in an office instead of out in the hallway.

APPROVAL OF MINUTES

Councilor Romero made a motion to approve the minutes for November 10 and November 17, 2021. Councilor Ulibarri Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	Michael L. Montoya	Yes
David A. Ulibarri Jr.	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

Mayor Trujillo recognized the City Clerk’s Office for their professionalism. Mayor Trujillo advised he is always amazed at how accurate the minutes are and they do a great job at preparing them.

BUSINESS ITEMS

Conduct a Public Hearing for Business Items 1 and 2.

City Clerk Fresquez advised there was no public comment for business items 1 and 2.

Councilor Romero made a motion to enter into Public Hearing to discuss business item 1 and 2. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri Jr.	Yes	Michael L. Montoya	Yes
David G. Romero	Yes	Elaine Rodriquez	Yes

City Clerk Fresquez advised the motion carried.

City Clerk Fresquez swore in City Attorney Aaron.

1. Adoption of Ordinance No. 21-18 an ordinance that creates and amends various city ordinances regarding cannabis, business registration, zoning, nuisances, and water.

City Attorney Aaron advised the ordinance was republished for the public to view with corrections.

2. Adoption of Ordinance No. 21-19 amending the Code of the City of Las Vegas by repealing and replacing Section 389-15 entitled “Use of Monies”

and Section 389-6, entitled “Exemptions”, and by creating a new Article III in Section 160 entitled “Adult businesses”.

City Attorney Aaron advised the ordinance deals with the “use of monies”, “exemptions” for Lodgers Tax and “Adult businesses” that may come with cannabis businesses.

Councilor Romero made a motion to exit Public Hearing and return to regular session. Councilor Ulibarri Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Elaine Rodriquez	Yes
David G. Romero	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez advised the motion carried.

1. Adoption of Ordinance No. 21-18 an ordinance that creates and amends various city ordinances regarding cannabis, business registration, zoning, nuisances, and water.

Councilor Romero made a motion to adopt ordinance 21-18. Councilor Montoya seconded the motion.

Ordinance 21-18 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk’s Office.*

Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Michael L. Montoya	Yes
Elaine Rodriquez	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez advised the motion carried.

2. Adoption of Ordinance No. 21-19 amending the Code of the City of Las Vegas by repealing and replacing Section 389-15 entitled "Use of Monies" and Section 389-6, entitled "Exemptions", and by creating a new Article III in Section 160 entitled "Adult businesses".

Councilor Montoya made a motion to adopt ordinance 21-19. Councilor Rodriguez seconded the motion.

Ordinance 21-19 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri Jr.	Yes	David G. Romero	Yes
Elaine Rodriguez	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

Mayor Trujillo thanked City Attorney Aaron for being on the phone and he was excused for the remainder of the meeting.

3. Request approval of Resolution No. 21-50 authorizing the purchase of a 930K wheel loader by Solid Waste from an expired lease belonging to Public Works.

Utilities Director Gilvarry advised the Public Works department completed a year lease on several pieces of equipment. Utilities Director Gilvarry advised the loader did not have a lot of hours on it and is still in very good condition. Utilities Director Gilvarry advised the opportunity came up for Solid Waste to purchase it and they do use loaders for their work and when assisting with abatements. Utilities Director Gilvarry advised that Solid Waste currently had a brand new lease for a loader but after speaking with the Solid Waste Manager they felt like it would be a good purchase.

Discussion took place regarding if there was a warranty for the equipment and if there was a maintenance record on that equipment.

Utilities Director Gilvarry advised the amount to purchase the loader was \$73,691 and Solid Waste does have that money.

Discussion took place regarding the price of a newer loader.

Councilor Ulibarri Jr., requested a copy of maintenance records.

Councilor Montoya made a motion to approve resolution 21-50. Councilor Ulibarri Jr., seconded the motion.

Resolution 21-50 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 21-50

A RESOLUTION AUTHORIZING THE PURCHASE OF A 930K WHEEL LOADER FROM AN EXPIRED LEASE BELONGING TO PUBLIC WORKS

WHEREAS, the City of Las Vegas Utilities Department, Solid Waste division uses a wheel loader for pushing trash, loading of the trailers, and property abatements;

WHEREAS, the Solid Waste Manager was advised of an opportunity to purchase a CAT Model # 930K Wheel Loader at the expiration of the Public Works lease for \$73,691.00;

WHEREAS, the 930K Caterpillar Front Wheel Loader has 1,308 miles;

WHEREAS, the Solid Waste division has the bucket and grapple for this K model;

WHEREAS, the Solid Waste division expects the 930K to last 6 or more years;

WHEREAS, the Solid Waste division is in the first year of a 60-month lease agreement with Caterpillar for this type of equipment;

WHEREAS, the Solid Waste division has a limited number of hours to be used during the lease;

WHEREAS, the Solid Waste division will have the opportunity to own this equipment to supplement the existing lease to ensure that the lease hours are not exceeded and to assist with other city projects which previously had to be scheduled around daily solid waste tasks;

WHEREAS, the Solid Waste division currently pays \$2,491.78 per month; and

WHEREAS, owning instead of renting can save \$29,901.36 a year.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference, and the City is hereby authorized to approve or disapprove this request to purchase the aforementioned leased equipment.

PASSED, APPROVED AND ADOPTED this ____ day of Dec, 2021.

Louie A. Trujillo, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez advised the motion carried.

4. Request approval of the contract between the City of Las Vegas and Samaritan House.

Councilor Romero advised he felt it would be best for the City to table the item. Councilor Romero advised he looked through the proposed contract and noticed a couple of issues. Councilor Romero advised they have the opportunity to put any issues they are currently having into the contract to be addressed. Councilor Romero discussed his issues and concerns with the Samaritan House and advised the contract for \$60,000 was going over procurement so they would need to put it out for an RFP.

Discussion took place regarding when the item would be brought back due to the Samaritan House possibly closing without having any funding available.

Councilor Montoya asked for a point of order that way Councilor Romero could make a motion.

Councilor Romero made a motion to table business item 4 until the December 15, 2021 Council meeting. Councilor Montoya seconded the motion.

Discussion took place regarding concerns and issues at the Samaritan House, unanswered questions from the Samaritan House, what other funding avenues they receive and for someone from the Samaritan House to be available to present and answer questions.

Councilor Montoya asked for Mayor Trujillo to call for the question.

Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

Councilor Romero made a motion to convene into executive session for the purpose of discussing limited personnel matters as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri Jr.	Yes	Michael L. Montoya	Yes
Elaine Rodriquez	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing limited personnel matters as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978 and only those matters were discussed

and no action was taken. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David G. Romero	Yes
Elaine Rodriguez	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez advised the motion carried.

ADJOURN

Councilor Montoya made a motion to adjourn. Councilor Ulibarri Jr., seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 7:43 pm.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD
ON WEDNESDAY, DECEMBER 15, 2021 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS.**

MAYOR: Louie A. Trujillo

COUNCILORS: David G. Romero
Elaine Rodriguez
Michael L. Montoya
David A. Ulibarri, Jr.

ALSO PRESENT: Leo Maestas, City Manager ***Absent***
April Gonzales, Assistant/Office Manager
Casandra Fresquez, City Clerk
Scott Aaron, City Attorney
Antonio Salazar, Sergeant at Arms

CALL TO ORDER

Mayor Trujillo called the meeting to order at 5:30 pm.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo asked for a moment of silence for the family of Theresa Quintana who passed away. Mayor Trujillo asked to keep in mind all the hospital workers

who are working hard. Mayor Trujillo asked for prayers for Monica Vigil who retired from the police department and hopes her retirement is fulfilling.

APPROVAL OF AGENDA

Councilor Montoya made a motion to approve the agenda as presented. Councilor Ulibarri Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

Mr. Ralph Gallegos thanked Councilor Montoya for his assistance in Ward 2. Mr. Gallegos advised that Councilor Montoya helped with a barricade to stop ATVs, go karts and motorcycles from driving at a high rate of speed through a field at the dead end on Sperry Drive. Mr. Gallegos advised he was concerned for the young children in the area and would hate to see any of them get hurt. Mr. Gallegos thanked Mayor Trujillo for appointing City Manager Maestas.

Councilor Montoya thanked City staff for going out and helping resolve a lot of issues in that area.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Trujillo thanked Lieutenant Monica Vigil and stated she was one of the first female officers in the Police department and is proud that she retired from the City of Las Vegas Police department. Mayor Trujillo thanked Lieutenant Vigil for serving the public.

Police Chief Antonio Salazar presented a Certificate of Retirement and a plaque to Lieutenant Vigil for 20 years of service at the City of Las Vegas Police Department.

Lieutenant Vigil thanked Mayor, Council and Police Chief Salazar for recognizing her and for the support from other City employees.

Mayor Trujillo recognized the Robertson High School Cardinals football team for winning the Class 3A state championship, Senior Quarterback Matthew Gonzales, Assistant Coaches Chris Najar and Lucas Sanchez and Athletic Director Juan Carlos Fulgenzi who accepted the Certificates of Recognition on behalf of the football team.

Athletic Director Fulgenzi thanked Mayor and Council for inviting them and advised they were missing their Head Coach Leroy Gonzalez but Assistant Coaches Najar and Sanchez are just as important.

COUNCILORS' REPORTS

Councilor Ulibarri Jr., wished all the staff a Merry Christmas and a Happy New Year.

Councilor Romero advised he's never seen so much spirit within the community during the holidays as he has now and thanked all departments for their enthusiasm. Councilor Romero also thanked City Manager Leo Maestas, Assistant/Office Manager April Gonzales, City Clerk Casandra Fresquez, Deputy Clerk Danielle Sena, Police Chief Antonio Salazar and Interim Fire Chief Steven Spann. Councilor Romero also thanked the Mayor and Council for all the good things happening in the community. Councilor Romero advised the tent for the ice skating rink was being set-up.

Mayor Trujillo advised he wasn't in town during the light parade but received messages from people saying that the parade was wonderful, the tree looked beautiful, and Veterans park looked nice. Mayor Trujillo stated none of it could have happened without the employees and wished all the hard working employees a Merry Christmas and looks forward to more beautiful holiday seasons together.

Councilor Montoya thanked all City employees and City Manager Maestas and stated it wasn't an easy year due to COVID but if we survived the last year we can survive anything. Councilor Montoya thanked Mayor Trujillo for keeping the community safe with curfews and civil emergencies. Councilor Montoya also thanked the Mayor and Council for working together to help the citizens by bringing more economic development to the community. Councilor Montoya stated the best thing the City did was hire City Manager Maestas who understands the community and what needs to be done to move the City forward.

POLICE CHIEF'S REPORT

Police Chief Salazar gave a presentation regarding the statistics for the Month of November on the following:

- Communications Division (dispatch)
- Field Operations Division (patrol)
- Information Division (records)
- Street Crimes Unit
 - Evidence Seized
 - Meetings and trainings
- Animal Control
- Training/Recruiting
- Community Events
- Department vacancies

Councilor Ulibarri Jr., asked if any vehicles had been impounded.

Police Chief Salazar advised there were no impounded vehicles.

Councilor Romero asked who oversees Animal Control and if there is any conflict between the animal shelter and the department.

Police Chief Salazar advised Deputy Chief Caleb Marquez oversees Animal Control and they also have Supervisor Alex Allington. Police Chief Salazar advised they meet with the Animal shelter and have a good relationship with them.

Councilor Romero asked why some calls are not reported to the Police department.

Police Chief Salazar advised sometimes people won't call it in and it gets around by word of mouth.

Discussion took place regarding how much it costs to send out types of evidence, if any evidence is used in court, and also who they would need to contact

regarding issues at the Animal Shelter and if language could be included in the contract between the Animal Shelter and the City if any conflicts should arise.

FINANCE REPORT

Finance Director Baquera reported on the month of November, General fund revenues were at 42%, expenditures were at 37%, with a surplus of \$20,125, the Enterprise fund revenues were at 35%, expenditures were at 27%, with a surplus of \$912,569, the Recreation department revenues were at 25%, expenditures were at 19%, with a surplus of \$93,098 and Lodger's Tax revenues were at 54%, expenditures were at 29%, with a surplus of \$107,805. Finance Director Baquera spoke in regards to court fees collected since July.

Councilor Montoya advised that the Finance Committee approved the finance report and also requested that the Mayor and Council place the Rodriguez Park as the first priority and the Golf course as the second priority for Legislative requests. Councilor Montoya advised they also requested that the Finance department have a line item for all expenditures of their regular meetings.

Mayor Trujillo asked Finance Director Baquera if there was anything he needed to make the Governing body aware of.

Finance Director Baquera stated there was no information that he needed to make them aware of other than the audit was due on December 15, 2021.

Discussion took place regarding an increase in revenues for the recreation department due to YABL.

APPROVAL OF MINUTES

Councilor Romero made a motion to approve the minutes from November 23, 2021. Councilor Rodriguez seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David A. Ulibarri Jr.	Yes
Elaine Rodriguez	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

1. Request approval of the contract between the City of Las Vegas and Samaritan House.

A lengthy discussion took place regarding concerns/complaints at Lincoln Park.

Samaritan House Representative April Valdez stated that most of the time individuals at Lincoln Park have no relation to the Samaritan House but neighbors think they're associated with the Samaritan House. Ms. Valdez stated that anyone is allowed in the park.

Councilor Rodriguez recommended having a community forum to have a better relationship between the community and the Samaritan House.

A lengthy discussion took place regarding street outreach, concerns/complaints from the community, the need for more employees, and the need for better communication.

Mayor Trujillo recommended they come to a Council meeting on a quarterly basis to let the Mayor and Council know what is going on.

Councilor Montoya asked how many of their clients are from the community, how many are from out of town, how many clients they have and what the capacity is.

Ms. Valdez advised they are all from Las Vegas, they had about 28 clients but removed a few so they have about 13 and their capacity is roughly 35 people.

Discussion took place regarding what services the monies would be used for, if they receive any grants, the need for a security guard and code compliance issues.

Mayor Trujillo advised that the services provided by the Samaritan House are important and valued.

Discussion took place regarding the term of the contract starting January 1, 2022 through June 30, 2022 and changing the monthly amount.

Councilor Montoya made a motion to approve the contract between the City of Las Vegas and Samaritan House from January 1, 2022 through June 30, 2022 in the amount of \$59,000. Councilor Ulibarri Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Elaine Rodriguez	Yes
Michael L. Montoya	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez advised the motion carried.

2. Request approval of Addendum #1 to Contract #3710-21 with D.A.G. Enterprises for professional services and repairs to the City of Las Vegas heavy equipment.

Utilities Director Maria Gilvarry discussed the contract with D.A.G. for diesel services for City equipment and how much is spent on services. Utilities Director Gilvarry advised they do use a software program to see what the required number of hours should be when maintenance is done on any equipment.

Councilor Romero made a motion to approve Addendum #1 to Contract #3710-21 with D.A.G. Enterprises for professional services and repairs to the City of Las Vegas heavy equipment. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Elaine Rodriguez	Yes
David A. Ulibarri Jr.	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

3. Request to award request for bid (RFB) #2022-17 for the re-bid of the GreatBlocks on MainStreet project to Pacheco Construction and Trucking.

Utilities Director Gilvarry discussed Pacheco Construction and Trucking doing asphalt, concrete, utility work and they have their GB98 and GA permits. Utilities Director Gilvarry advised some items were taken out to lower the price of the project so they will need to see how to put those items back into the project if it's within the funding that is available.

Councilor Romero made a motion to approve award request for bid (RFB) #2022-17 for the re-bid of the GreatBlocks on MainStreet project to Pacheco Construction and Trucking. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	David A. Ulibarri Jr.	Yes
David G. Romero	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

4. Request approval for the purchase of a 2023 Mack 10-12 yard dump truck, a salt spreader and plow attachment from Bruckner’s Truck Sales Inc.

Councilor Romero made a motion to approve the purchase of a 2023 Mack 10-12 yard dump truck, a salt spreader and plow attachment from Bruckner’s Truck Sales Inc. Councilor Ulibarri Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	Michael L. Montoya	Yes
David G. Romero	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez advised the motion carried.

5. Request approval of Resolution No. 21-51 accepting the match waiver for project #D19040, Control No. HW2LP40020.

Utilities Director Gilvarry discussed the match waiver from the Department of Transportation for the Legion road project.

Councilor Montoya acknowledged the NMDOT for waiving \$191,234.30 for the Legion road project.

Councilor Montoya made a motion to approve Resolution No. 21-51 accepting the match waiver for project #D19040, Control No. HW2LP40020. Councilor Rodriquez seconded the motion.

Resolution No. 21-51 was presented as follows:

CITY OF LAS VEGAS NEW MEXICO

RESOLUTION 21-51

A RESOLUTION SUPPORTING THE CITY'S MATCHING FUNDS WAIVED FOR LEGION DRIVE ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) AND THE DEPARTMENT OF FINANCE AND AUTHORITY (DFA).

WHEREAS; the City of Las Vegas ("City") Governing Body has declared improvements are needed to Legion Drive as a necessity for safety and well being of citizens of Las Vegas, New Mexico, and support the City of Las Vegas matching funds being waived for the planning, designing, construction, reconstruction, pavement rehabilitation, drainage improvements, construction management, and miscellaneous construction to Legion Drive; and

WHEREAS; New Mexico Department of Transportation's share shall be 95% or \$3,633,451.70; and

WHEREAS; The City of Las Vegas' proportional matching share shall be 5% which is covered by the Match Waiver Program and is \$191,234.30; and

WHEREAS; the total project cost is \$3,824,686.00; and

WHEREAS; the City will not have to contribute their 5% (\$191,234.30) to complete the total of the funding requested of \$3,824,686.00 for Fiscal Year 2021 TPF program; and

WHEREAS; the City of Las Vegas shall pay all costs that exceeds the total amount of \$3,824,686.00; and

NOW THEREFORE, BE IT RESOLVED, by the City of Las Vegas Local Governing Body does accept the Matching Funds being Waived by NMDOT and DFA , for the Plan, Design, Construction, Construction Management, Reconstruction, Pavement Rehabilitation, Drainage Improvements, and Miscellaneous Construction be done to Legion Drive.

PASSED, APPROVED, AND ADOPTED THIS ____ day of December 2021.

Louie A. Trujillo, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri Jr.	Yes	Elaine Rodriquez	Yes
Michael L. Montoya	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

6. Request approval of Resolution No. 21-52 the sale of obsolete City assets at an online auction.

Mayor Trujillo asked how close they are to liquidating all equipment that is not being used and if it was too late to add to the auction.

Finance Director Baquera advised the auction had equipment from the Recreation Center and it was too late to add anything else.

Councilor Ulibarri Jr., asked about vehicles parked at D.A.G. that are not being used.

Utilities Director Gilvarry advised she was not aware of any vehicles at D.A.G., but would look into it.

Councilor Rodriguez asked what the process was for the auction.

Finance Director Baquera advised the auction would be online but was not sure if the items are advertised within City limits.

Councilor Rodriguez asked if you had to pay to be a member.

Finance Director Baquera advised no, the auction charges the City 10% of the bid price.

Discussion took place regarding where to find the website to access the auction.

Assistant/Office Manager Gonzales stated it was the responsibility of each Director to submit a list of what they wanted to be auctioned off but swapped with other departments before placing items on the auction.

Councilor Montoya asked who the auctioneer was.

Finance Director Baquera advised it was called Online Auctions.

Mayor Trujillo asked Assistant/Office Manager Gonzales to make sure the information about the auction was on the website. Mayor Trujillo advised he

wanted another auction to be planned and for City Manager Maestas to go through every department parking lot to see what could go on the auction.

Councilor Romero requested for City Manager Maestas to verify the equipment listed to ensure they aren't of any use to the City. Councilor Romero recommended having a deadline of so many days if an item is not picked up to ensure that the item does not stay at the City.

Councilor Montoya recommended those in charge of fixed assets and the Safety Officer should be involved in the auction to ensure they are getting rid of items they do not need.

Discussion took place regarding monies generated from the auction would go back into the department's line item that sold that item.

Councilor Romero made a motion to approve Resolution No. 21-52 the sale of obsolete City assets at an online auction. Councilor Montoya seconded the motion.

Resolution No. 21-52 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 21- 52

A RESOLUTION TO APPROVE THE SALE OF OBSOLETE CITY ASSETS AT AN ONLINE AUCTION.

WHEREAS, the City of Las Vegas ("City") owns and possesses certain inventoried obsolete and surplus assets; and

WHEREAS, the City desires to hold an online auction to receive competitive bids for the obsolete and surplus assets; and

WHEREAS the City desires to hold said online auction in the Winter of 2021; and

WHEREAS, the City will benefit from the sale and disposal of the obsolete and surplus assets.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the sale of the inventoried and surplus assets.

ACCEPTED AND APPROVED this day ____ of December 2021.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri Jr.	Yes	Elaine Rodriquez	Yes
David G. Romero	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

Councilor Romero made a motion to convene into executive session for the purpose of discussing limited personnel matters as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Elaine Rodriquez	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez advised the motion carried.

Councilor Montoya made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing limited personnel matters as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978 and only those matters were discussed and no action was taken. Councilor Rodriquez seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri Jr.	Yes	Michael L. Montoya	Yes
Elaine Rodriquez	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

7. Request approval to renew the City Manager's Professional Service Contract.

Mayor Trujillo stated the contracts are up for renewal since there is an election coming up and when leadership changes it hurts the community. Mayor Trujillo advised this is a way to let the public know they are interested in continuing to stabilize the government and for once they would like to see an election happen without turmoil. Mayor Trujillo thanked Councilor Romero for the idea.

Councilor Rodriquez made a motion to approve the renewal of the City Manager’s Professional Service Contract with one change being the contract begins January 1, 2022 until March 15, 2024. Councilor Ulibarri Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David G. Romero	Yes
Elaine Rodriquez	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez advised the motion carried.

8. Request approval to renew the City Attorney’s Professional Service Contract.

Councilor Rodriquez made a motion to approve the renewal of the City Attorney’s Professional Service Contract with three changes being the contract begins January 1, 2022 until March 15, 2024, to include training by the New Mexico Municipal League and to include review and analysis of all City contracts. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri Jr.	Yes	Elaine Rodriquez	Yes
David G. Romero	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

9. Request approval to renew the City Clerk’s Professional Service Contract.

Councilor Rodriquez made a motion to approve the renewal of the City Clerk’s Professional Service Contract with one change being the contract begins January 1, 2022 until March 15, 2024. Councilor Montoya seconded the motion and noted

there would be a \$10,000 fiscal impact. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Elaine Rodriquez	Yes
Michael L. Montoya	Yes	David A. Ulibarri Jr.	Yes

City Clerk Fresquez advised the motion carried.

Mayor Trujillo thanked City Manager Maestas, City Clerk Fresquez and City Attorney Aaron for their hard work and dedication to the City of Las Vegas and looks forward to many meetings and the stability of the City government in the near future.

City Clerk Fresquez thanked the Mayor and Council for recognizing almost 23 years of service and also thanked her staff.

Councilor Montoya thanked all City employees and wished everyone a Merry Christmas and a safe holiday.

ADJOURN

Councilor Montoya made a motion to adjourn. Councilor Rodriquez seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 9:06 pm.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk



CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: January 12, 2022

Date Submitted: 12/22/2021

Department: Finance

Item/Topic: Approval of Resolution 22-⁶¹~~10~~. The City of Las Vegas is in need of making a budget adjustment in the 2021-2022 fiscal year budget to include a revenue and expense increase to fund 217 Special Legislative Appropriations in the amount of \$1,725,700.00. A revenue and expense increase to fund 280 Recreation Center in the amount of \$33,078.00. A revenue and expense increase to fund 104 Airport Operations in the amount of \$24,000.00. A revenue and expense increase to fund 106 Santa in the Park in the amount of \$4,001.00.

Fiscal Impact: The Special Legislative Appropriations Fund will have a budget increase in the amount of \$1,725,700.00, the Recreation Center Fund will have a budget increase in the amount of \$33,078.00, Airport Fund in the amount of \$24,000.00, and Santa in the Park Fund in the amount of \$4,001.00 in the 2021-2022 fiscal year.

Attachments: Resolution No. 22-01, Budget Adjustment Request, Agreement/Contract No. 3806-21, No. 3805-21, No. 3804-21, No 3803-21, Memo from Parks Director and Journal to record expense.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:



Department Director



City Manager

Reviewed By:



Finance Director



City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Referred To: _____

Continued To: _____

Denied _____
Other _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-01

**A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE
2021-2022 FISCAL YEAR**

WHEREAS, the Governing Body of Las Vegas has developed a budget adjustment request for fiscal year 2021-22; and

WHEREAS, said budget was developed on basis of increases in revenues, expenditures and transfer (in) out through cooperation with all user departments, elected officials and other department supervisors. Please see attached schedule: and,

WHEREAS, the City of Las Vegas is in need of making a budget adjustment in the 2021-2022 fiscal Year budget to include an increase to revenue and expenditures to Fund 217 in the amount of \$1,725,700.00. An increase to revenue and expenditures to Fund 280 in the amount of \$33,078.00. An increase to revenue and expenditures to Fund 104 in the amount of \$24,000.00. An increase to revenue and expenditures to Fund 106 in the amount of \$4,000.00 and,

WHEREAS, the Governing Body finds that the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2021-22, and,

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the aforementioned budget adjustment request and respectfully request approval from the Local Governing Division of the Department of Finance and Administration.

ACCEPTED AND APPROVED this ____ day of January 2022.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

CITY OF LAS VEGAS
RESOLUTION # 22-01
BUDGET ADJUST REQUEST
FISCAL YEAR 2022 as of January 12, 2022

RESOLUTION # 22-01	TYLER	DFA		REVENUE	EXPENDITURES
LEGISLATIVE APPROPRIATIONS	217-0000-430-5490	30300-0001-47010	AGING & LONG TERM DEPT A20E5278	\$ 315,000.00	
LEGISLATIVE APPROPRIATIONS	217-0000-430-5489	30300-0001-47010	AGING & LONG TERM DEPT A20E5280	\$ 50,000.00	
LEGISLATIVE APPROPRIATIONS	217-0000-430-5488	30300-0001-47010	AGING & LONG TERM DEPT A20E5281	\$ 225,000.00	
LEGISLATIVE APPROPRIATIONS	217-0000-430-5487	30300-0001-47010	AGING & LONG TERM DEPT A20E5279	\$ 1,135,700.00	
LEGISLATIVE APPROPRIATIONS	217-0000-780-8119	30300-2002-58020	AGING & LONG TERM DEPT A20E5278		\$ 315,000.00
LEGISLATIVE APPROPRIATIONS	217-0000-780-8118	30300-2002-58020	AGING & LONG TERM DEPT A20E5280		\$ 50,000.00
LEGISLATIVE APPROPRIATIONS	217-0000-780-8117	30300-2002-58020	AGING & LONG TERM DEPT A20E5281		\$ 225,000.00
LEGISLATIVE APPROPRIATIONS	217-0000-780-8116	30300-2002-58020	AGING & LONG TERM DEPT A20E5279		\$ 1,135,700.00
RECREATION CENTER	280-0000-450-5654	21700-0001-44990	SUMMER KIDS PRGM	\$ 33,078.00	
RECREATION CENTER	280-0000-750-7312	21700-4003-56110	UNIFORMS		\$ 9,078.00
RECREATION CENTER	280-0000-750-7358	21700-4003-55999	UMPIRE SERVICES		\$ 24,000.00
AIRPORT OPERATIONS FUND	104-0000-450-5517	29900-0001-44190	RENTAL INCOME	\$ 24,000.00	
AIRPORT OPERATIONS FUND	104-0000-720-8003	29900-7001-58010	MAINT OF BUILDING STRUCT & LAND		\$ 24,000.00
SANTA IN THE PARK	106-0000-450-5506	29900-0001-46900	DONATIONS SANTA IN THE PARK	\$ 4,001.00	
SANTA IN THE PARK	106-0000-700-7542	29900-2002-57999	SPECIAL EVENTS		\$ 4,001.00
			TOTAL	\$ 1,786,779.00	\$ 1,786,779.00

Agreement / Contract
No. 3806-21
City of Las Vegas
Date

H. VAC

Rev 217-0000-430-5490
Exp 217-0000-780-8119

LAS VEGAS SENIOR CENTER - 101 ROYAL LANE
CITY OF LAS VEGAS

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 2 day of November, 2021, by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and the City of Las Vegas, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chp. 84, Section 10, Subsection A, Paragraph 79 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

A20E5278 \$315,000

APPROPRIATION REVERSION DATE: 30-June-2024

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 79, three hundred fifteen thousand dollars \$315,000 for improvements to the facility to address code compliance issues and for the purchase and installation of equipment and building systems at the Las Vegas senior center in Las Vegas in San Miguel County.

The Grantee's total reimbursements shall not exceed the appropriation three hundred fifteen thousand dollars \$315,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, zero dollars \$0.00, which equals three hundred fifteen thousand dollars \$315,000, (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

Agreement / Contract
No. 3805-21
City of Las Vegas

Date

Kitchen repairs

Rev 217-0000-430-5489
Exp 217-0000-780-8118

LAS VEGAS SENIOR CENTER RENOVATION
RECEIVED

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 2 day of November, 2021,
by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New
Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and the City of Las Vegas,
hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chp. 84, Section 10, Subsection A, Paragraph 81 the Legislature made an
appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to
this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-
Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by
law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the
parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

A20E5280 \$50,000

APPROPRIATION REVERSION DATE: 30-June-2024

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 81, fifty thousand dollars \$50,000 for renovations to
the Las Vegas senior center in Las Vegas in San Miguel County.

The Grantee's total reimbursements shall not exceed the appropriation fifty thousand dollars \$50,000 (the
"Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, zero dollars
\$0.00, which equals fifty thousand dollars \$50,000, (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the
purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws
cited above in this Article I(A), the language of the laws cited herein shall control.

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of
the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

Agreement / Contract
No. 3804-21
City of Las Vegas
Date

Vehicles

Rev 217-0000-430-5488
Exp 217-0000-780-8117

SAN MIGUEL SENIOR CENTER - FISCAL
City of Las Vegas

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 2 day of November, 2021, by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and the City of Las Vegas, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chp. 84, Section 10, Subsection A, Paragraph 82 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

A20E5281 \$225,000

APPROPRIATION REVERSION DATE: 30-June-2024

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 82, two hundred twenty-five thousand dollars \$225,000 to purchase and equip vehicles for the San Miguel senior center in San Miguel County.

The Grantee's total reimbursements shall not exceed the appropriation two hundred twenty-five thousand dollars \$225,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, zero dollars \$0.00, which equals two hundred twenty-five thousand dollars \$225,000, (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

Agreement / Contract
No. 3803-21
City of Las Vegas
Date

Parking Lot

Rev 217-0000-430-5487
Exp 217-0000-780-8116

LAWLAS SENIOR CENTER IMPROVEMENT CODE
CITY OF LAS VEGAS

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 2 day of November, 2021,
by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New
Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and the City of Las Vegas,
hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chp. 84, Section 10, Subsection A, Paragraph 80 the Legislature made an
appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to
this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-
Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by
law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the
parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

A20E5279 \$1,135,700

APPROPRIATION REVERSION DATE: 30-June-2024

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 80, one million one hundred thirty-five thousand
seven hundred dollars \$1,135,700 for improvements to the facility to address code compliance issues and for the
purchase and installation of equipment and building systems at the Las Vegas senior center in Las Vegas in San
Miguel County.

The Grantee's total reimbursements shall not exceed the appropriation one million one hundred thirty-five thousand
seven hundred dollars \$1,135,700 (the "Appropriation Amount") minus the allocation for Art in Public Places
("AIPP amount")¹, if applicable, zero dollars \$0.00, which equals one million one hundred thirty-five thousand seven
hundred dollars \$1,135,700, (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the
purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws
cited above in this Article I(A), the language of the laws cited herein shall control.

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of
the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)."
Section 13-4A-4 NMSA 1978.

OCTOBER 1, 2021

INVOICE #1
CITY OF LAS VEGAS MUNICIPAL AIRPORT KLVS

SITA SCRL
VH Radios and cabinet and associated cables

Rental (as per agreement) \$1000.00 monthly

DATES FROM,
October 3, 2019 to October 1, 2021

AMOUNT DUE \$24,000.00

CHECK CAN BE MADE OUT TO CITY OF LAS VEGAS MUNICIPAL AIRPORT
1700 NORTH GRAND
LAS VEGAS, NM 87701

Fund 104



City of Las Vegas, NM

Journal Entry Register

Packet: GLPKT34828 - RECORD EXPENSE FOR SANTA IN THE PARK GIFTS

Journal: JN18254

Controlling Fund: 998

Posting Date: 12/20/2021

Accrual Date:

Added Date: 12/21/2021

Adjusting Entry: N

Description: RECORD EXPENSE FOR SANTA IN THE PARK GIFTS

Account

Account Name

Description

Project Account Key

IFT

JE Type:

Debits

Credits

106-0000-700-7542

SPECIAL EVENTS

RECORD EXPENSE FOR SANTA IN THE PARK GIFTS

4,000.74

998-0000-100-1198

CASH-GF POOLED CASH

RECORD EXPENSE FOR SANTA IN THE PARK GIFTS

4,000.74

Cash Type: EFT

Number: EFT0000327

Check Stock:

106-0000-100-1101

CASH-SANTA IN THE PARK

RECORD EXPENSE FOR SANTA IN THE PARK GIFTS

Y

4,000.74

998-0000-220-2298

DUE TO OTHER FUNDS-GF POO

RECORD EXPENSE FOR SANTA IN THE PARK GIFTS

Y

4,000.74

Total JN18254:

8,001.48

8,001.48

Santa in the Park 2021

DATE	STORE	AMOUNT	QUANTITY
12/1/21	FAMILY DOLLAR	\$ 199.45	59
12/1/21	FAMILY DOLLAR	\$ 1,204.28	260
12/1/21	PAPER TRAIL	\$ 1,190.29	162
12/1/21	DOLLAR GENERAL	\$ 537.10 637.10	102
12/1/21	WAL-MART	\$ 282.70	30
12/1/21	WAL-MART	\$ 49.81	49
12/2/21	WAL-MART	\$ 537.11	103
		4000.74	
		\$ -4,100.74	765

4000.74



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: January 12, 2022

Date Submitted: 12/23/21

Department: Public Works/Utilities

Item Topic: request approval of Resolution 22-02 to apply for the American Rescue Plan Act (ARPA) grant offer in the amount of \$22,000.00 for the City of Las Vegas Municipal Airport, to provide economic relief to airports in response to the COVID-19 pandemic. Funds to be used for costs related to operations, personnel, cleaning and sanitization in combating the spread of pathogens at the airport.

Fiscal Impact: Providing ARPA funds in the amount of \$22,000.00 for use within the Municipal Airport.

Attachments: Transmittal letter

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved for submittal by:

Reviewed by:

Department Director

Finance Director

City Manager

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-02

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR
THE AIRPORT RESCUE GRANT PROGRAM (“ARGP”)**

WHEREAS, the City of Las Vegas Municipal Airport is eligible to apply for the Federal Aviation Administration’s American Rescue Plan Act of 2021 (“ARPA”) grant offer # 3-35-0025-022-2022 in the amount of Twenty Two Thousand Dollars (\$22,000); and

WHEREAS, the grant will provide economic relief to airports in response to the COVID-19 pandemic; and

WHEREAS, the grant offering will be used for costs related to operations, personnel, cleaning and sanitization within the City of Las Vegas Municipal Airport upon FAA approval.

THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference, and the City Council hereby approves the submission of an application for the FAA ARPA grant offer for the City’s municipal airport.

PASSED, APPROVED AND ADOPTED this _____ day of January 12, 2022.

Louie A. Trujillo, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
Louisiana, New Mexico

FAA ASW-640
Louisiana/New Mexico
Airports District Office
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

Airport Rescue Grant Transmittal Letter

December 21, 2021

Mr. Leo Maestas
1700 N. Grand Ave
Las Vegas, NM 87701

Dear Mr. Maestas:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-35-0025-022-2022 for Las Vegas Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **January 21, 2022** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,


Lacey D Spriggs (Dec 21, 2021 11:52 CST)

Lacey D. Spriggs
Manager



CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: January 12, 2022

Date Submitted: 12/28/2021

Department: Executive

Item/Topic: Requesting approval to proceed with the contract for Detainee Confinement with San Miguel County Detention Center

Fiscal Impact: Unknown

Attachments: Attached is the Contract that was presented and approved by County Commissioners.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director



City Manager

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved _____

Continued To: _____

Referred To: _____

Denied _____

Other _____

CONTRACT FOR DETAINEE CONFINEMENT

This Contract (Contract) is made and entered into this _____ day of January 2022 (effective date), by and between the City of Las Vegas, a municipal corporation, New Mexico and San Miguel County, New Mexico, which includes said county and/or authorized agent for operation of the San Miguel County Detention Center (SMCDC).

WHEREAS, The City of Las Vegas desires to house its adult detainees in the SMCDC, hereinafter sometimes called the facility, and;

WHEREAS, San Miguel County is the owner of the San Miguel County Detention Center (SMCDC), which has from time to time vacant adult bed space at the San Miguel County Detention Center (SMCDC).

WITNESSETH, that for and in consideration of the covenants and conditions recited in this contract, the parties agree as follows.

1. AUTHORITY AND PURPOSE

- a. This contract is entered into pursuant to Section 3-18-20, NMSA 1978; a municipality may use the county jail for the confinement or punishment of offenders subject to the requirements imposed by law and the board of county commissioners. The Board of county commissioners may impose fee for each municipal prisoner incarcerated in a county jail, 1979 Opinion Attorney General No. 79-41. The board of county commission is the authorized party to make contractual agreements for the confinement of detainees of The City of Las Vegas, as the Using Agency. It replaces any prior contracts between the parties for these services.

2. EFFECTIVE DATE AND TERM

- a. This contract shall become effective upon approval by The City of Las Vegas, and through its City Council and upon approval by San Miguel County by and through its Board of County Commissioners, and shall be for a term of one year, with the option to renew annually for up to three (3) additional years upon mutual agreement of the parties.

3. TERMINATION

- a. Either party may terminate this Contract at any time upon thirty (30) days written notice to the appropriate agents identified in Item 15 of this Contract. In the case of termination, San Miguel County shall be paid for all services provided through the date of termination. The City of Las Vegas' obligation to pay for detainees and/or sentenced prisoners remaining at the San Miguel County Detention Center due to court ordered sentencing shall survive the termination.
- b. In the event that a court of competent jurisdiction enters any order, which affects the ability of SMCDC to perform its obligations under this Agreement, SMCDC shall have the right to terminate this Agreement upon entry of such an order without the thirty (30) day notice requirement.
- c. In the case of termination, SMCDC shall be paid for all services provided through the date of termination. The City of Las Vegas's obligation to pay for its detainees remaining at SMCDC due to court ordered sentencing shall survive termination.

4. JAIL SERVICES AND FACILITIES

- a. SMCDC shall provide confinement; safekeeping and maintenance for each detainee delivered to the Facility. The City of Las Vegas detainees shall be classified and confined in the facility in accordance with the SMCDC detention classification criteria as promulgated by SMCDC. SMCDC shall provide The City of Las Vegas detainees with a reasonable, clean, safe and wholesome facility, which it shall keep in good order and repair. Each of the City of Las Vegas detainees confined at SMCDC shall receive good

and sufficient food, as well as lighting and heating of the same quality and quantity as provided to other detainees during their confinement at SMCDC.

5. BOOKING, FINGERPRINTING, PHOTOGRAPHING AND STATE TRACKING NUMBERS (STN)

- a. The City of Las Vegas will be responsible for fingerprinting of all detainees arrested on any charge.
- b. The City of Las Vegas will be responsible for all state tracking numbers of all detainees arrested on any charge.
- c. San Miguel County has a dedicated intake and booking area at the facility which includes booking equipment, property safe guarding, and equipment and camera for photographing.
- d. The City of Las Vegas must present legal documents including but not limited to at the time of booking, booking sheet, warrant, probable cause, criminal complaint, fugitive complaint, medical release, etc.
- e. The City of Las Vegas must follow the allowed to accept property list developed by San Miguel County and all property must fit into one property tote supplied by San Miguel County. Any items in excess or not on the list will be the responsibility of the City of Las Vegas to inventory and store. Medications may be accepted with approval of the San Miguel County Detention Center Medical Health Services Administrator. Under no circumstances will San Miguel County accept guns, ammunition, tobacco, lighters, matches, E-cigarettes, any flammable container (i.e. paint, hair spray, perfume), knives, tools, electronics (except for one cell phone), bicycles, skate boards, grocery carts, and dollies, food or drinks
- f.

6. APPLICABLE RULES AND REGULATIONS

- a. When using the Facility for the confinement of detainees, The City of Las Vegas, its officers, employees, agents, and detainees shall at all times be governed by the Rules, Regulations and Policies adopted by SMCDC relating to confinement and care of the detainees at SMCDC.
- b. All policies and procedures are in accordance with New Mexico Adult Detention Professional Standards and the National Commission on Correctional Health Care Standards for Adult detention facilities, and all federal and state statutes applicable.
- c. Upon request, The City of Las Vegas shall be provided with a copy of the policies and procedures for SMCDC.

7. COMPENSATION

- a. The City of Las Vegas shall pay to SMCDC the rate of \$90.00 (ninety dollars) per day, per detainee for each full or partial day in which the Detainee is confined by SMCDC, and shall pay a (\$20.00) twenty dollar booking fee, that shall be charged for each individual booked into San Miguel County Detention Center.

8. BILLINGS

- a. SMCDC shall bill The City of Las Vegas on a monthly basis together with such documentation as The City of Las Vegas may reasonably require.
- b. The City of Las Vegas shall forward payments to SMCDC within 45 days of billing. Charges not paid within 45 days shall accrue interest until paid at a rate equal to the maximum rate permissible by law, or 1% per month, whichever is lower.
- c. SMCDC shall provide The City of Las Vegas with invoices on a monthly basis for billing. Invoices shall reflect the name and/or identification of the detainee, arrival date, departure date, medical services provided and date medical services were approved by The City of Las Vegas.

9. TRANSPORTATION

- a. The City of Las Vegas detainees will be transported from the City of Las Vegas to the SMCDC by a the City of Las Vegas police or transportation team
- b. When a detainee is released from SMCDC, SMCDC will not be required to transport the detainee to the City of Las Vegas.
- c. This agreement does NOT require San Miguel County to confine or transport protective custody/mental health hold detainees. In extreme cases the City of Las Vegas Police Department, the Warden and or Deputy Warden will screen and concur on incarceration.
- d. This agreement does NOT require San Miguel County to confine or transport persons under the age of 18 years. The arresting entity maintains responsibility to transport any juvenile detainee to an appropriate detention facility.

10. RECORDS

- a. SMCDC shall keep and maintain accurate and current records relating to the confinement of all detainees, including the initial date of acceptance at the SMCDC, the confinement agency, the detaining source of the detainee, the number of days at the facility, and whether such detainees have been sentenced. SMCDC agrees to allow The City of Las Vegas access to said records upon the request of The City of Las Vegas.

11. MEDICAL

a. Routine Care

- i. SMCDC shall provide only routine and ordinary medical care to a The City of Las Vegas detainee without additional charge. Routine and ordinary medical care is that which can be administered at the facility by SMCDC staff.
- ii. Routine and ordinary care EXCLUDES pharmacy and prescription services, lab tests, x-rays, specialist consultation, treatment of severe chronic or life-threatening maladies, surgical procedures, hospital stays, and other similar care.

b. Extraordinary Care

- i. Medical care NOT deemed by SMCDC to be within the scope of routine and ordinary care shall be the financial responsibility of The City of Las Vegas.
- ii. The expense associated with SMCDC's provision of excluded medical services shall be passed through to The City of Las Vegas at actual cost.
- iii. A detainee appearing to require extraordinary medical care shall be evaluated by the Medical Director/Health Authority to determine necessity and level of medical care. If extraordinary medical care is NOT urgent, SMCDC shall notify The City of Las Vegas as soon as practicable for further instructions.
- iv. If extraordinary medical care requires emergency attention, SMCDC shall initiate immediate care, including transport to appropriate medical facility if necessary, and notify The City of Las Vegas as soon as practicable.

c. Health Screening Requirements

- i. Intake medical screening will be conducted by San Miguel County at arrival at the detention center. The detention supervisor, detention officer and or medical staff will conduct the screening approved by the health authority. The screening includes inquiry, observation and medical disposition of the detainee, including refusal of admission until the detainee is medically cleared.
- ii. Health screening is a system of structured inquiry and observation to prevent newly arrived detainees who pose a threat to themselves or others from being admitted to the detention center and to identify detainees who require immediate medical attention.
- iii. Detainees who are unconscious, semiconscious, bleeding, have been in an accident, have been recently release from a hospital, are under the influence of alcohol at or over a .30 breathalyzer test, are pregnant, or otherwise in need of medical attention must have a written medical release for incarceration from a hospital prior to review for admission to the detention center, which includes but not limited to, detainee vitals, EKG results, medications given, services provided

and alcohol levels. San Miguel County may request additional medical clearance if documentation on the detainee is not sufficient.

- iv. Pregnant females who are in obvious labor, or are over six (6) months pregnant, will need a medical clearance from Hospital which includes an ultrasound and condition of the baby.
 - v. Pregnant females using Opioids or Heroin or are under medication assisted treatment medications such as Naltrexone, Buprenorphine or Methadone will need a medical clearance from Hospital and an approval from the San Miguel County Detention Center Health Service Administrator or responsible physician or nurse practitioner before admission to ensure appropriate medical care is coordinated with community providers for daily medication treatment.
- d. Medical Transportation**
- i. San Miguel County shall bear the cost of medical transportation of a City of Las Vegas detainee to a medical facility within San Miguel County.
 - ii. If hospitalized, the City of Las Vegas will pay for the cost of the SMCDC officer at time and a half, while at the hospital or the City of Las Vegas may assume supervision of the detainee until released from the hospital.

12. REHABILITATIVE PROGRAMS

- a. The City of Las Vegas detainees who meet appropriate and established SMCDC Classification Standards shall be eligible to participate in facility programs; if such a program and assignments are available; and consistent with the classification process.
- b. Detainees will be screened as per their crime and their behavior in the facility for the program.
- c. Any detainee participating in a program who violates the facilities policies and regulations will be removed from the program.

13. INDEMNIFICATION AND RELEASE

- a. No party to this Agreement shall be responsible for liability incurred as a result of any other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-1-4 et seq. NMSA 1978, as amended. Upon The City of Las Vegas's request, SMCDC shall furnish the appropriate certificates of insurance.

14. ENTIRE CONTRACT

- a. This Contract and the Exhibits attached hereto constitute the entire contract between the parties relating to the Service and this contract shall not be modified, amended or rescinded in whole or in part, except by written amendment signed by both parties hereto.

15. NOTICES

All notices required under this contract shall be sent by Certified Mail Return Receipt requested to:

The City of Las Vegas:

Leo Maestas, City Manager
1700 North Grand Ave
Las Vegas, NM 87701

With copy to:

Lisa Herrera
Municipal Court
727 Grand Ave
Las Vegas, NM 87701

San Miguel County Detention Center:

Antonio Padilla, Warden
San Miguel County Detention Center
26 NM 283
Las Vegas, New Mexico 87701

With copy to:

Joy Ansley, County Manager
San Miguel County
500 West National, Suite 100
Las Vegas, New Mexico 87701

16. NON-DISCRIMINATION

- a. San Miguel County and SMCDC are Equal Opportunity Employers, if this contract is subject to Executive Order 11246, as amended, a copy of the federal Contract supplement is made apart hereof.
- b. To the extent required by applicable laws and regulations, this contract also includes and is subject to Executive Order 11738 requiring certification of compliance with environmental regulations and to the affirmative action clauses concerning disabled Veterans of the Vietnam Era (41 CFR 60 – 250) and employment of the handicapped (41 CFR 60-741) and the appropriate clauses are either attached hereto or incorporated herein by references.

17. GENERAL PROVISION

This contract shall be binding upon the successors and assigns of the parties hereto.

If any of the term or provisions of this contract shall be adjudicated to be invalid, illegal, or unenforceable, this Contract shall be deemed amended to delete therefrom the term or provision thus adjudicated to be valid, illegal or unenforceable and validity of the other terms and provisions of this contract shall not be affected thereby.

This contract may be executed in two or more counter parts, each of which shall be deemed to be an original and all which together shall constitute but one and the same original instrument.

In Witness Whereof, the Agreement has been entered into this 13th day of July 2021 by the BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, NEW MEXICO.

Harold M Garcia, Chairman
District 1

Janice C Varela Vice-Chair
District 2

Max O. Trujillo, Commissioner
District 3

Martin Sena, Commissioner
District 4

Kenneth C Medina, Commissioner
District 5

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Geraldine E. Gutierrez
San Miguel County Clerk

Dave Romero Jr.
San Miguel County Attorney

In Witness Whereof, the Agreement has been entered into this _____ day of _____ 2021 by the
CITY COUNCILORS OF THE CITY OF LAS VEGAS, NEW MEXICO.

Louie A Trujillo, Mayor

David Ulibarri, Councilmen Ward I

Michael L. Montoya, Councilmen Ward II

Elaine Rodriguez, Councilmen Ward III

David G. Romero, Councilmen Ward IV

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Scott Aaron
City of Las Vegas Attorney



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: January 12, 2022

Date Submitted: 01/04/22

Department: Executive

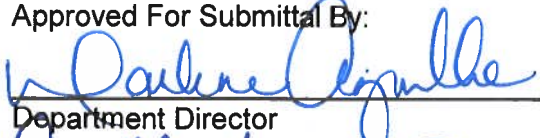
Item/Topic: Consideration to approve Resolution No. 22-03 restructuring the City of Las Vegas Organizational Chart. As per the Municipal City Charter, Section 5.07 Departments. A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

Fiscal Impact: N/A

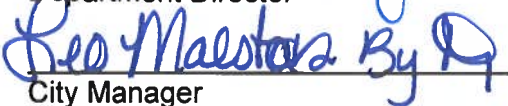
Attachments: City of Las Vegas Organizational Chart and Departments Organizational Charts.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:



Department Director



City Manager

Reviewed By:



Finance Director



City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-03

**A RESOLUTION OF THE CITY OF LAS VEGAS REPEALING AND REPLACING
RESOLUTION NO. 20-59 RESTRUCTURING OF THE CITY OF LAS VEGAS
ORGANIZATIONAL CHART.**

WHEREAS, the City of Las Vegas (the “City”) is required to abide by the provisions set forth by the City of Las Vegas Municipal Charter adopted March 2, 2012 (“the Charter”); and

WHEREAS, the City Council passed Resolution 20-59, which reorganized the City’s structure; and

WHEREAS, Section 5.07(B) of the Charter states “Each department shall be under the supervision of a department director, subject to the direction and supervision of the City Manager”; and

WHEREAS, the Charter permits the City Manager to establish such departments as are necessary for efficient administration of the City and modify the City organizational structure upon City Council approval.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body hereby repeals Resolution No. 20-59 and replaces it with this Resolution, including the attached reorganizational chart.

APPROVED AND ADOPTED this _____ day of January, 2022.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney



Approval Form

Date Submitted: 1/04/22

Department Submitting: Executive/Human Resource Submitter: Darlene Arguello

Date Re-Submitted after Changes: _____

Documents To Be Reviewed: Resolution No. 22-03 Restructuring of the City of Las Vegas Organizational Chart Deadline: 1/04/22

Upon Completion and Approval of Review: *(Please indicate here if you want to pick-up your documents after step 1 is approved or have them delivered for you to the next approving step):*

Comments: _____

The following is the approval order: *(Please circle either approved or disapproved)*

Approved / Disapproved: (Reason for Disapproval): _____

☐ **Changes:** _____ Date: _____

☒ 1 Scott Aaron 1/4/22
Scott Aaron, City Attorney Review Date

Approved / Disapproved: (Reason for Disapproval): _____

☒ 2 Jesus Baquera 1-4-22
Jesus Baquera, Finance Director Date

☒ 3 Leo Maestas By 1-4-22
Leo Maestas, City Manager Date

☐ Picked Up By *(after CA review)*: _____ Date: _____

☐ Hand Delivered By: _____ Date: _____

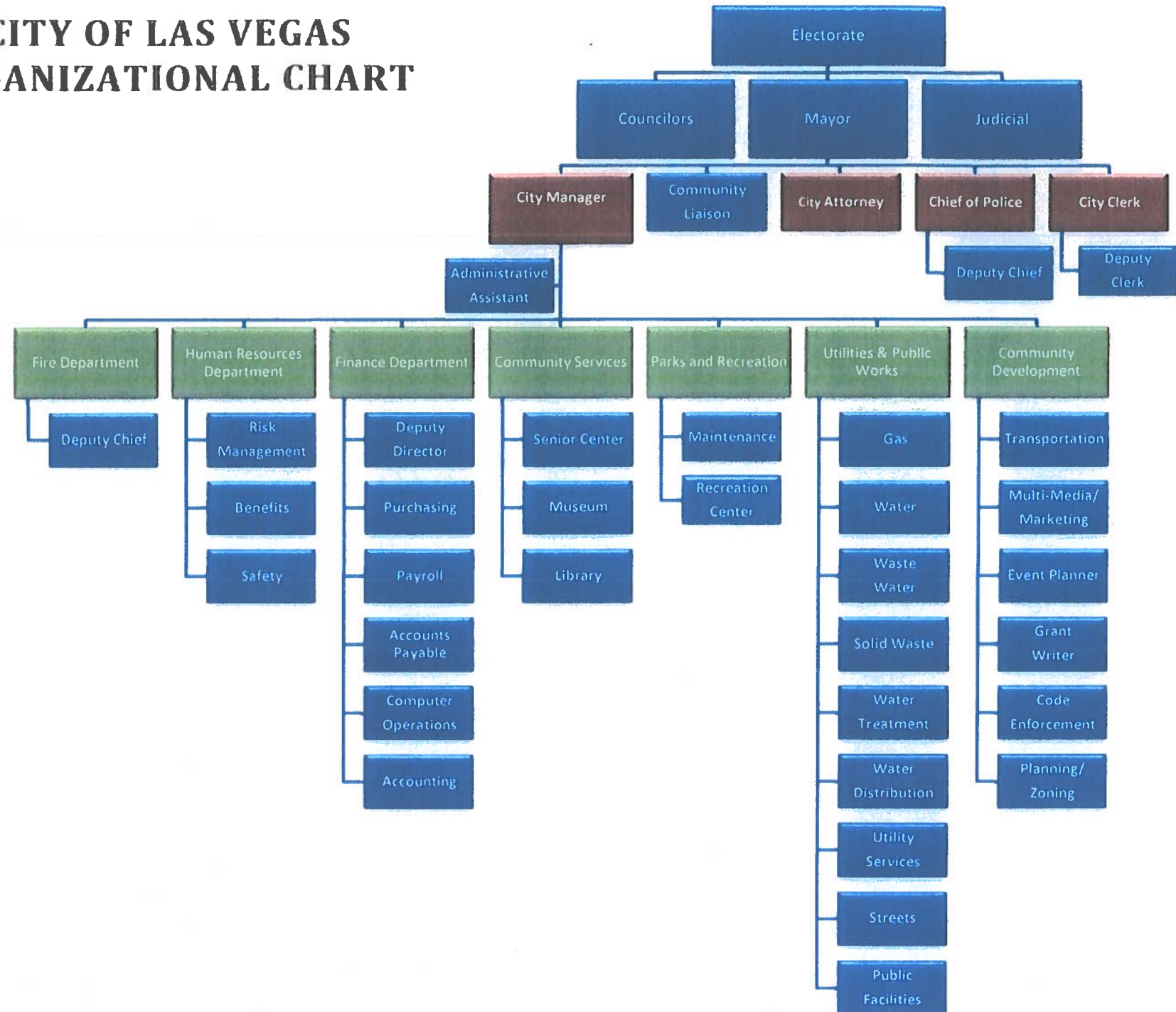
(1) Received By: _____ Dept: _____ Date: _____

(2) Received By: _____ Dept: _____ Date: _____

(3) Final Pick Up By: _____ Dept: _____ Date: _____



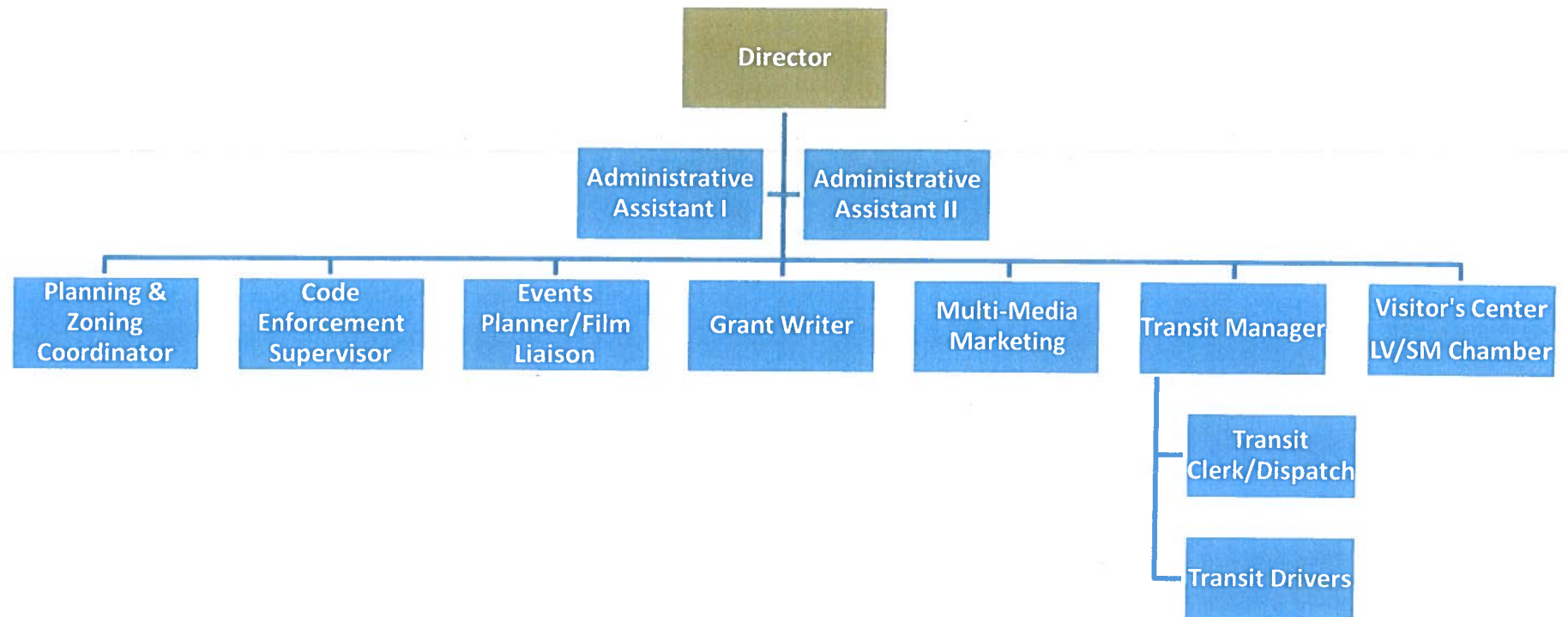
CITY OF LAS VEGAS ORGANIZATIONAL CHART



Officers (Charter Created Positions)

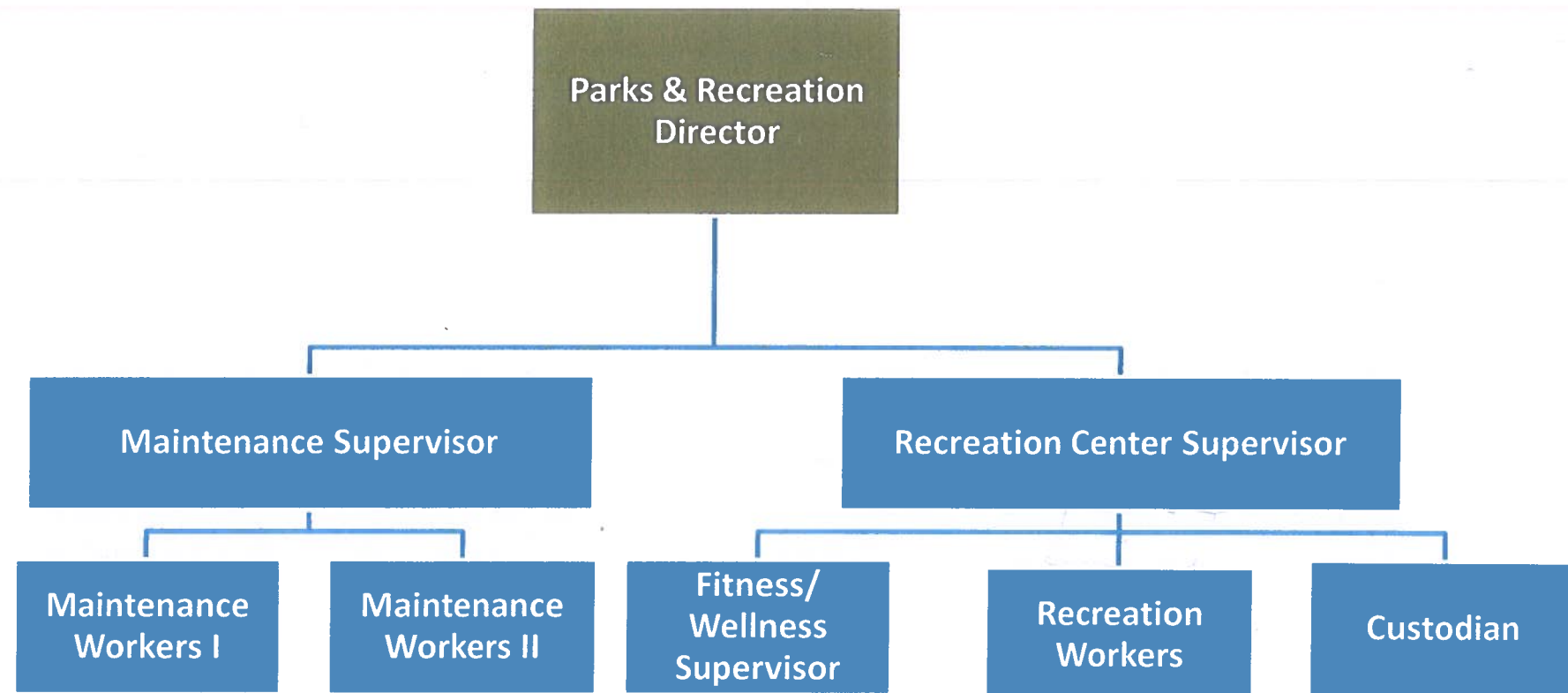


COMMUNITY DEVELOPMENT



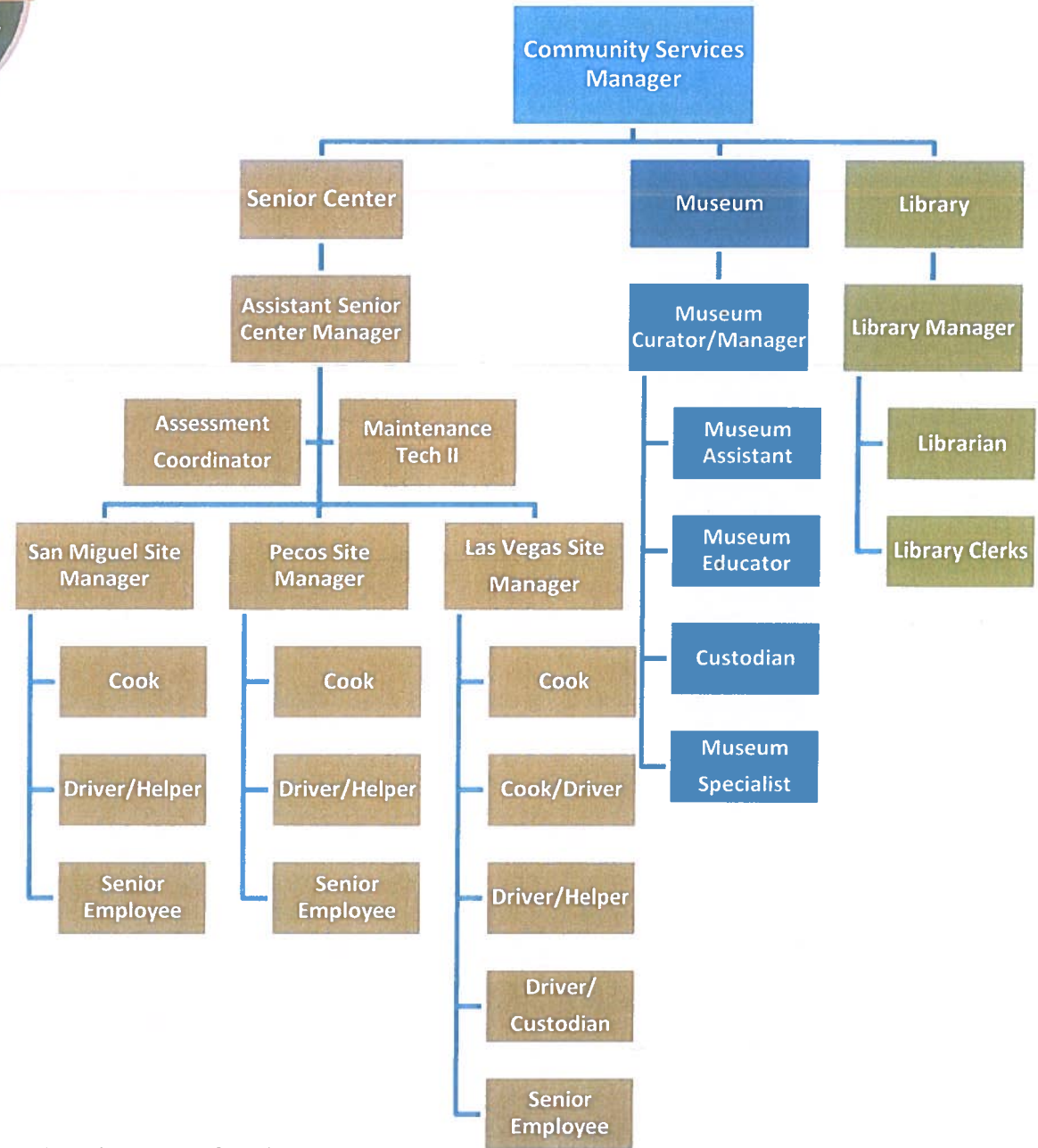


PARKS & RECREATION





COMMUNITY SERVICES





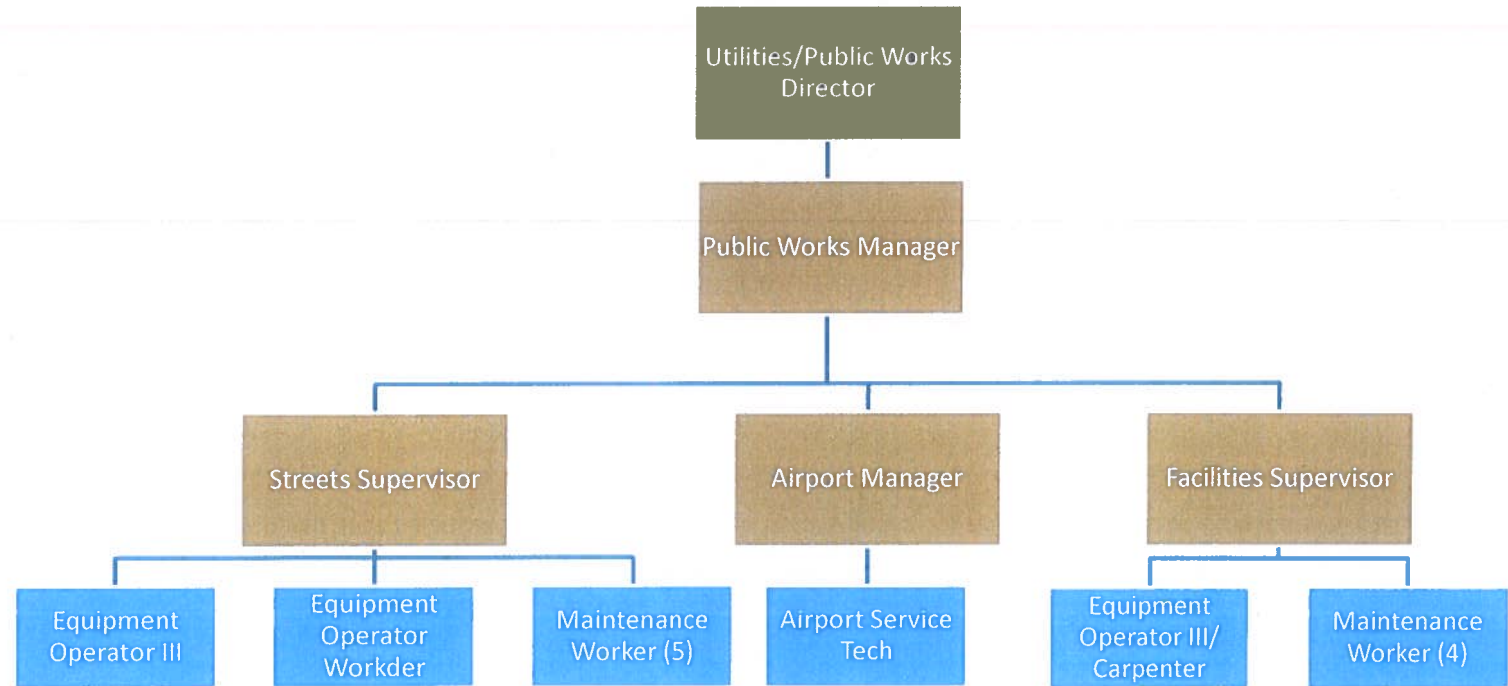
CITY ATTORNEY

City Attorney

Paralegal

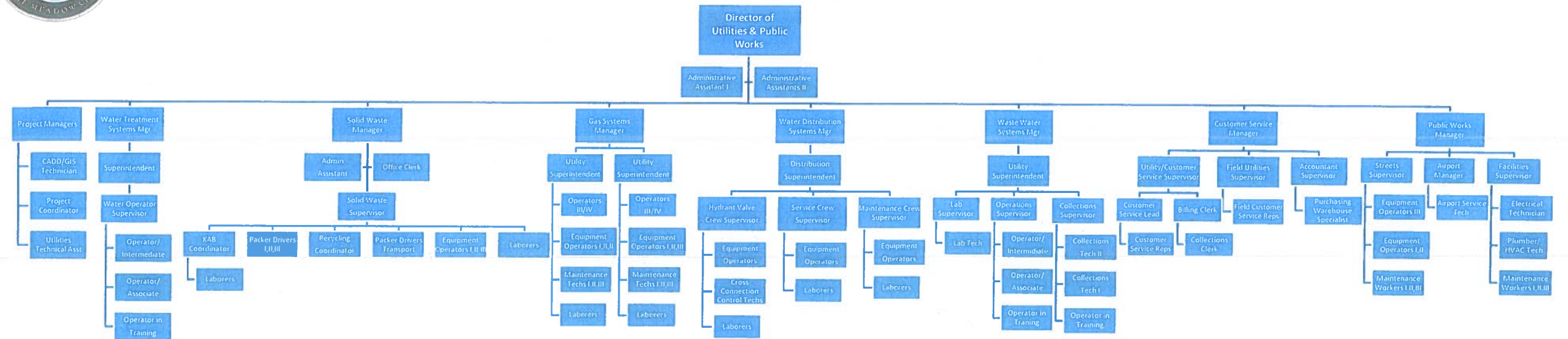


PUBLIC WORKS DEPARTMENT



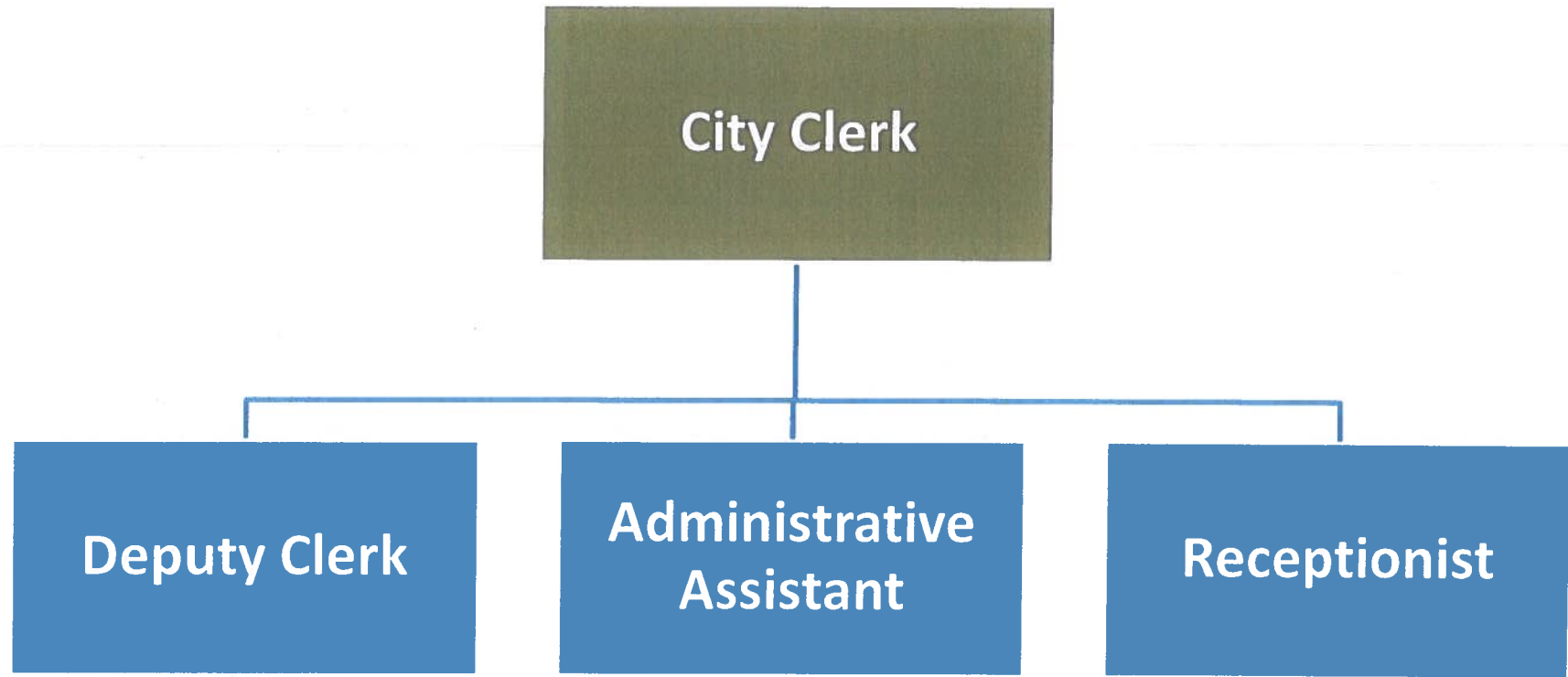


UTILITIES & PUBLIC WORKS



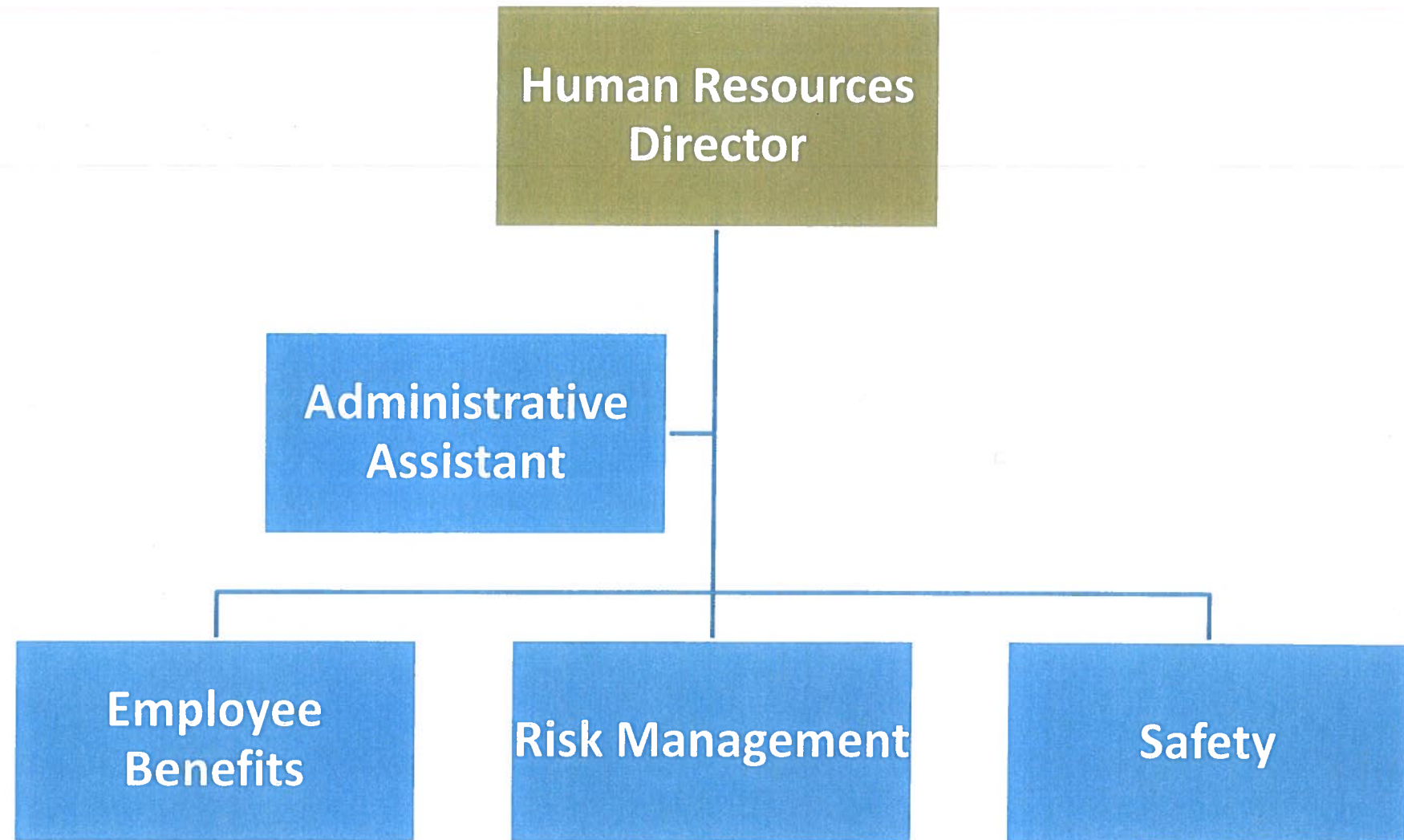


CITY CLERK



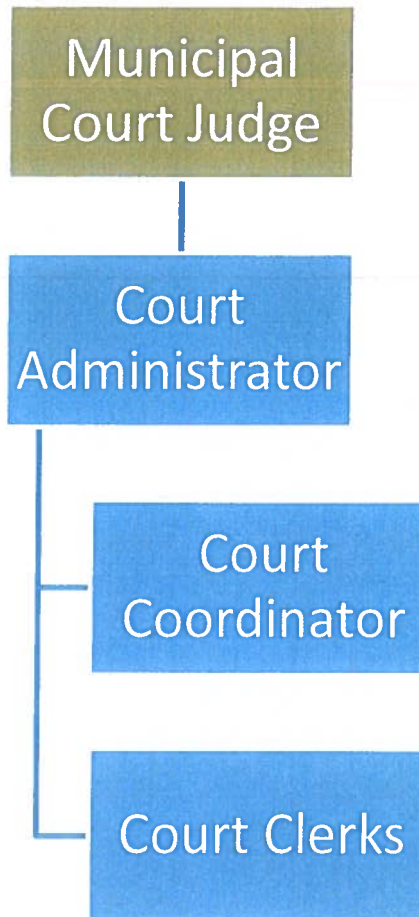


HUMAN RESOURCES DEPARTMENT



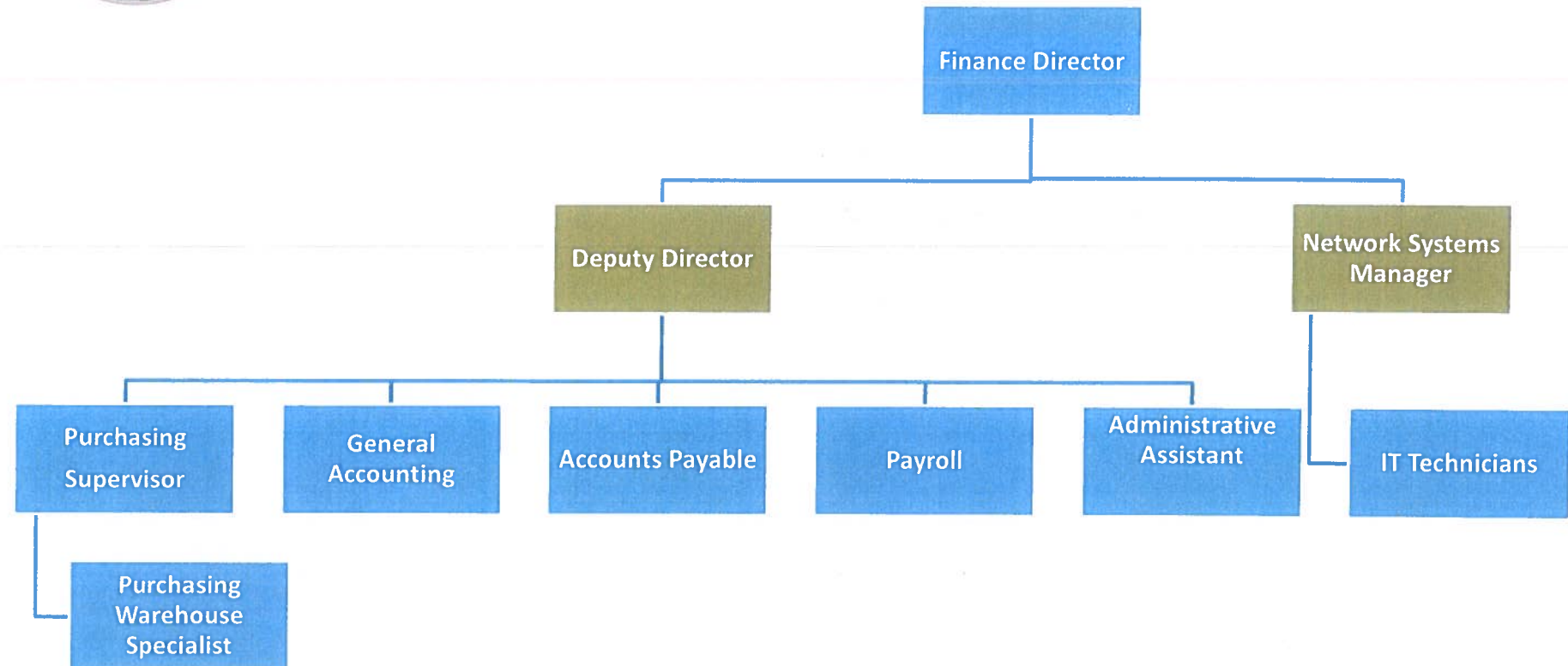


MUNICIPAL COURT



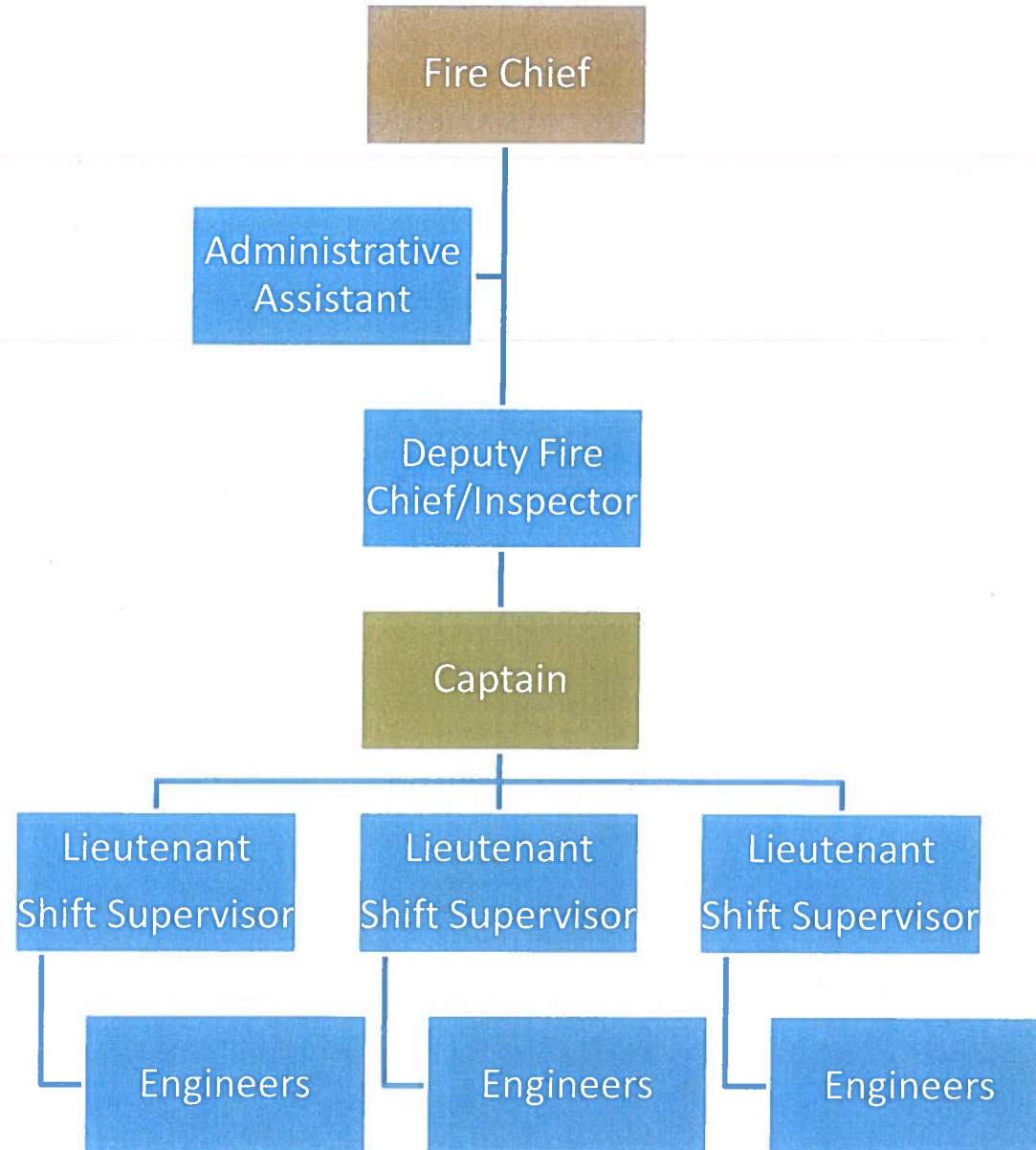


FINANCE DEPARTMENT



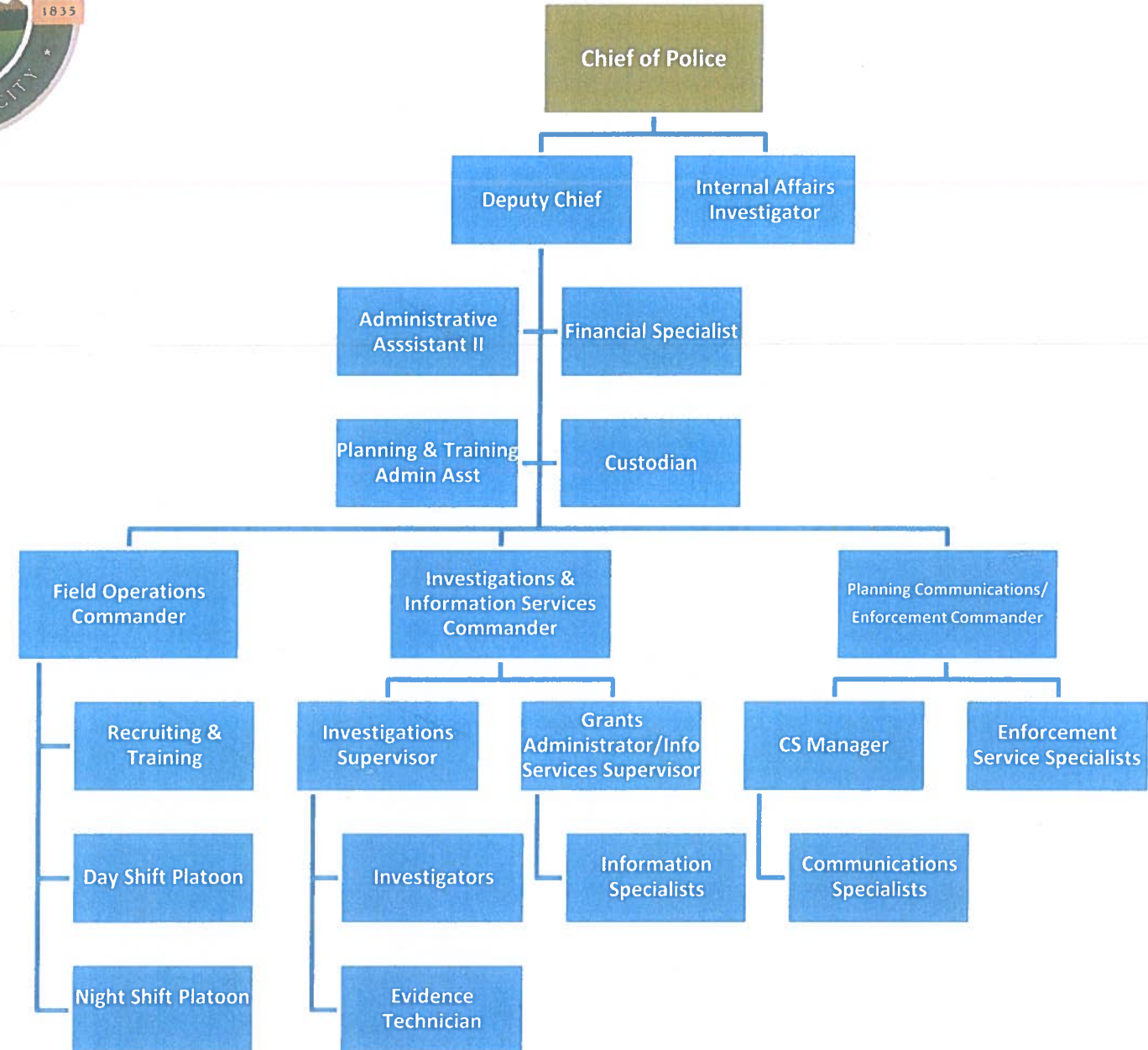


FIRE DEPARTMENT



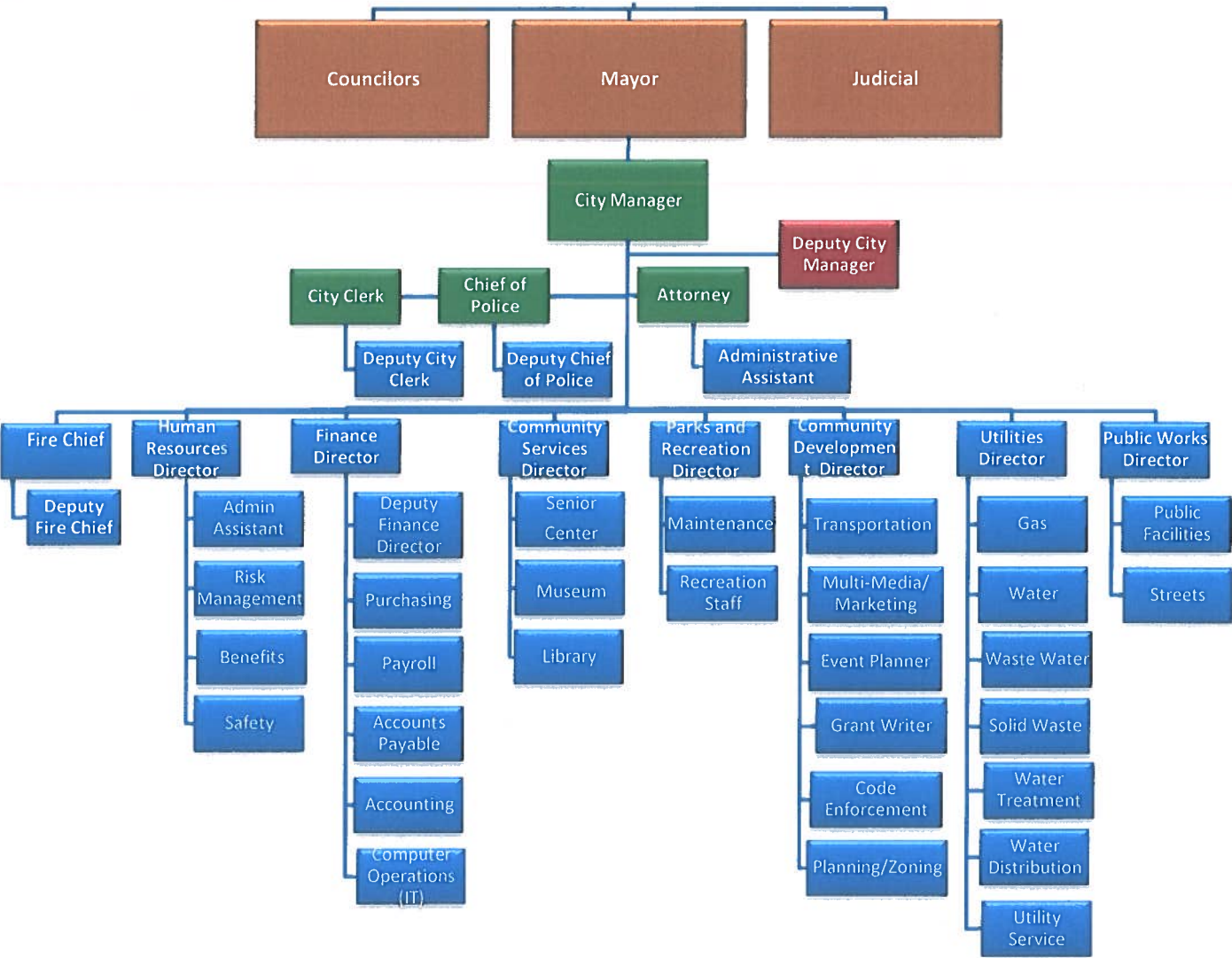


POLICE DEPARTMENT





CITY OF LAS VEGAS ORGANIZATIONAL CHART





Proposed 12/2021

EXECUTIVE

Legislative:

Councilors

Ward 1 (1)

Ward 2 (1)

Ward 3 (1)

Ward 4 (1)

Mayor

City Manager

Deputy City Manager (1)

Administrative Assistant II
(1)



PROPOSED 12/2021

CITY ATTORNEY

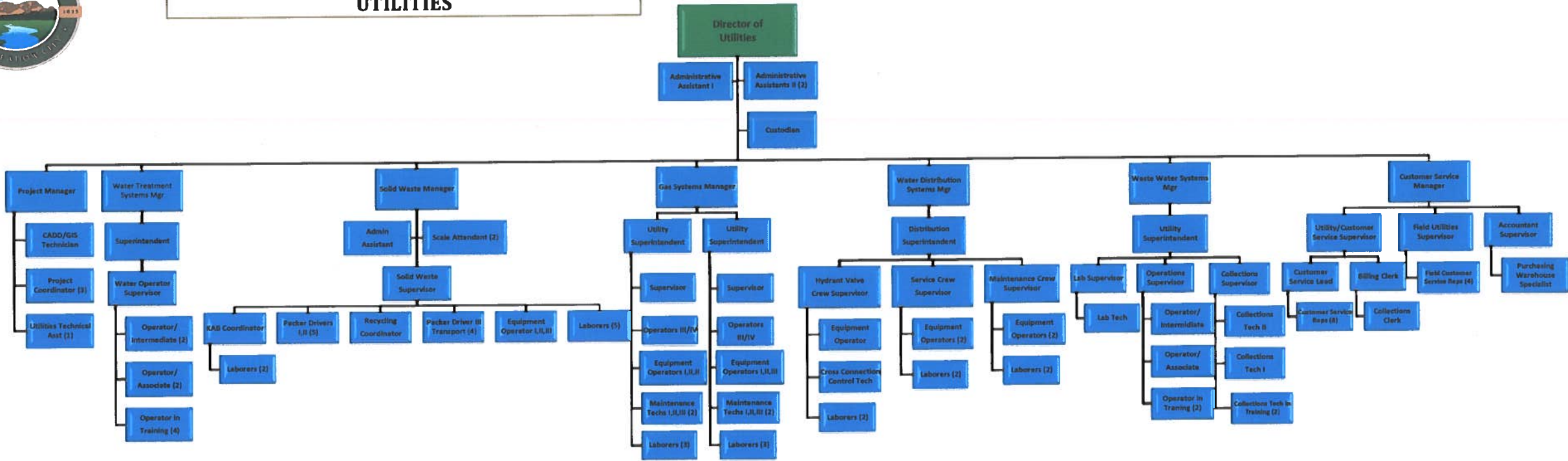
City Attorney

Administrative
Assistant (Part-time)
(1)



Proposed 1/2022

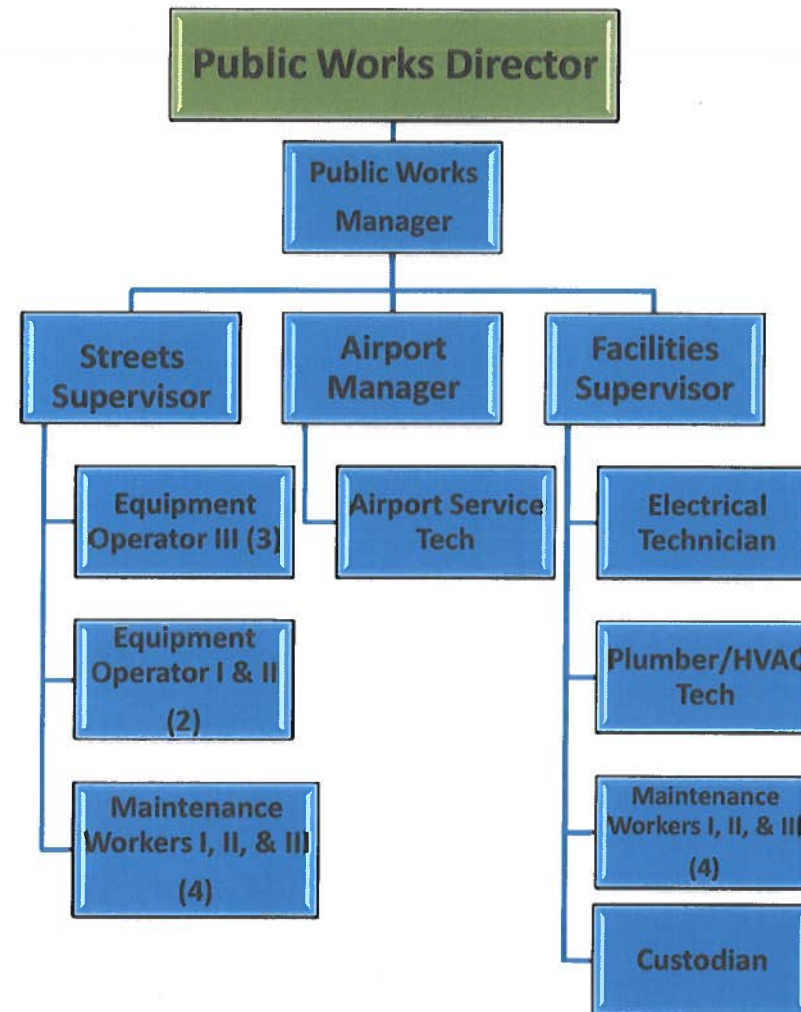
UTILITIES





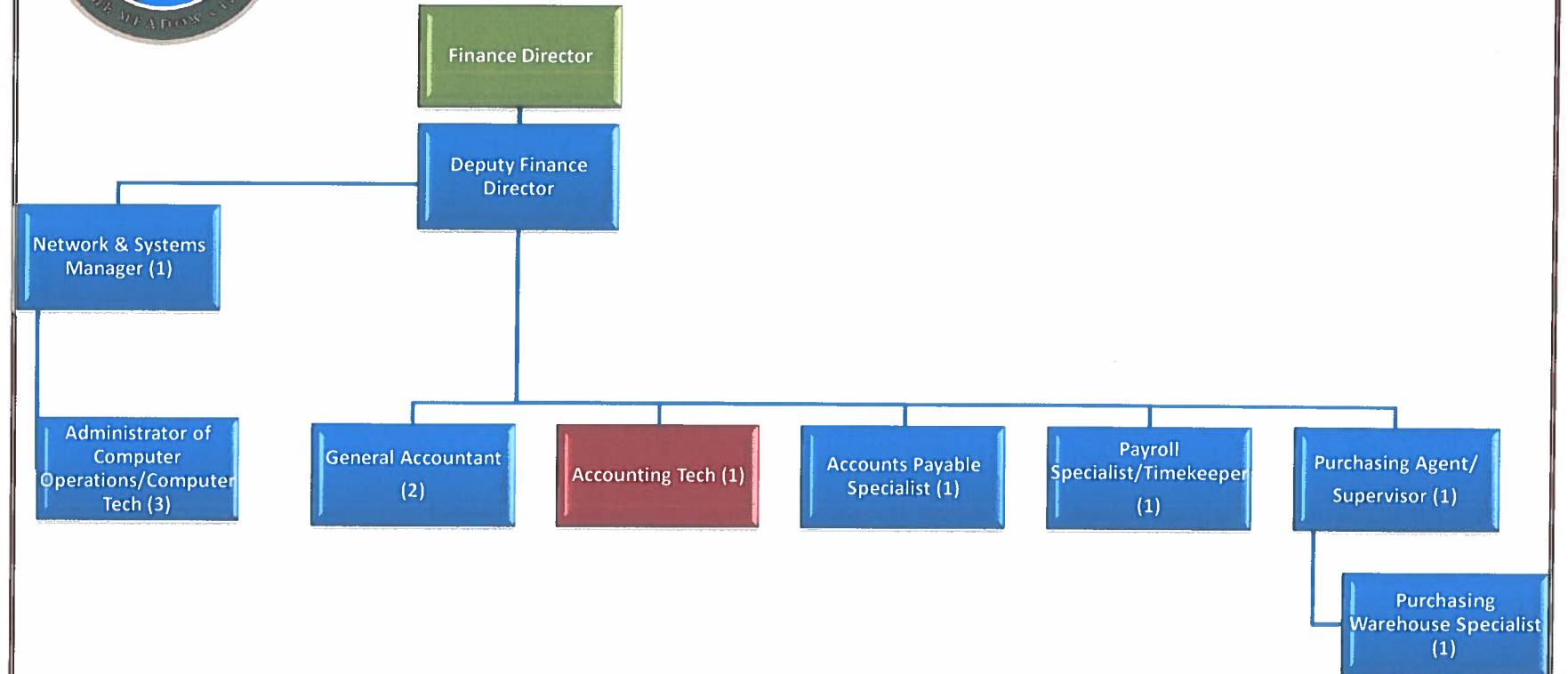
Proposed 12/2021

Public Works



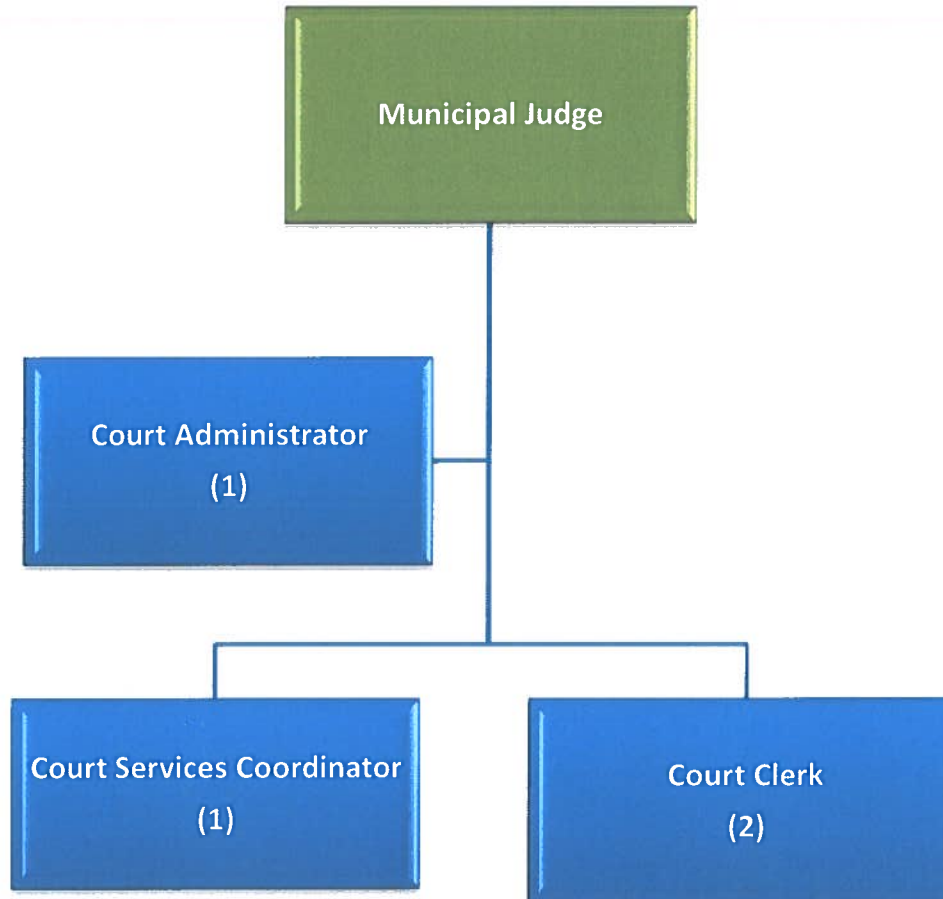


FINANCE DEPARTMENT





JUDICIAL DEPARTMENT





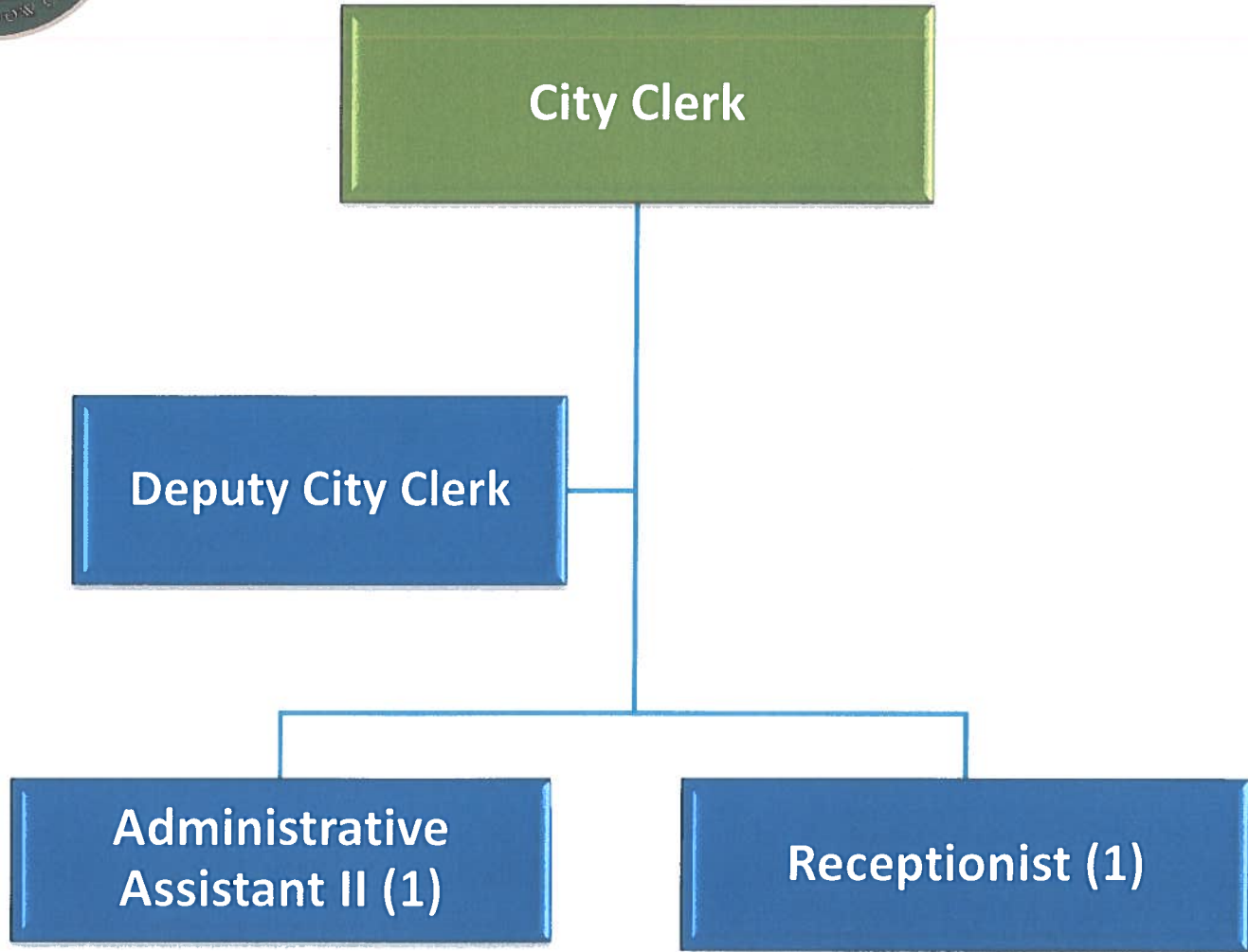
CITY CLERK

City Clerk

Deputy City Clerk

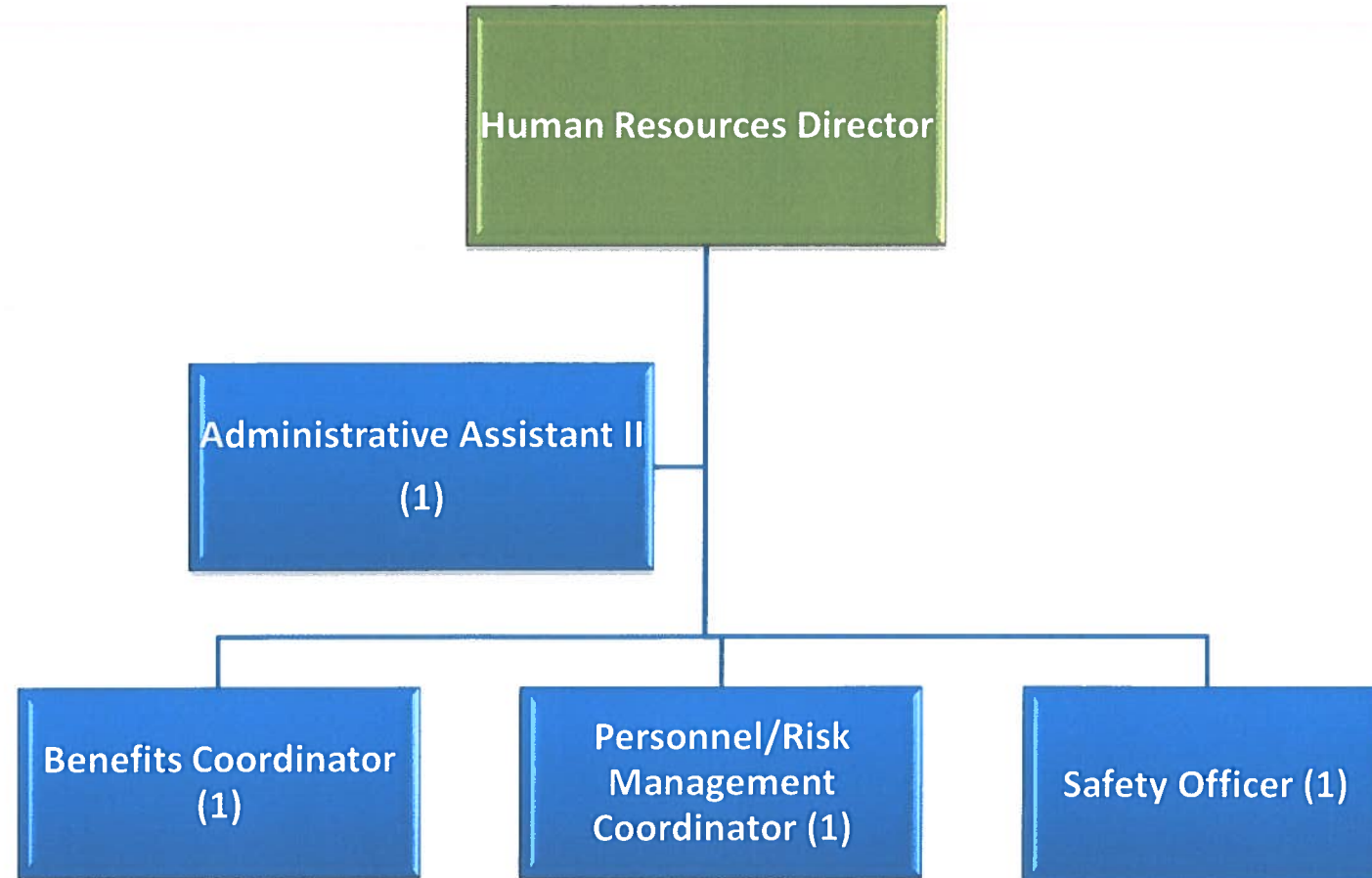
Administrative
Assistant II (1)

Receptionist (1)



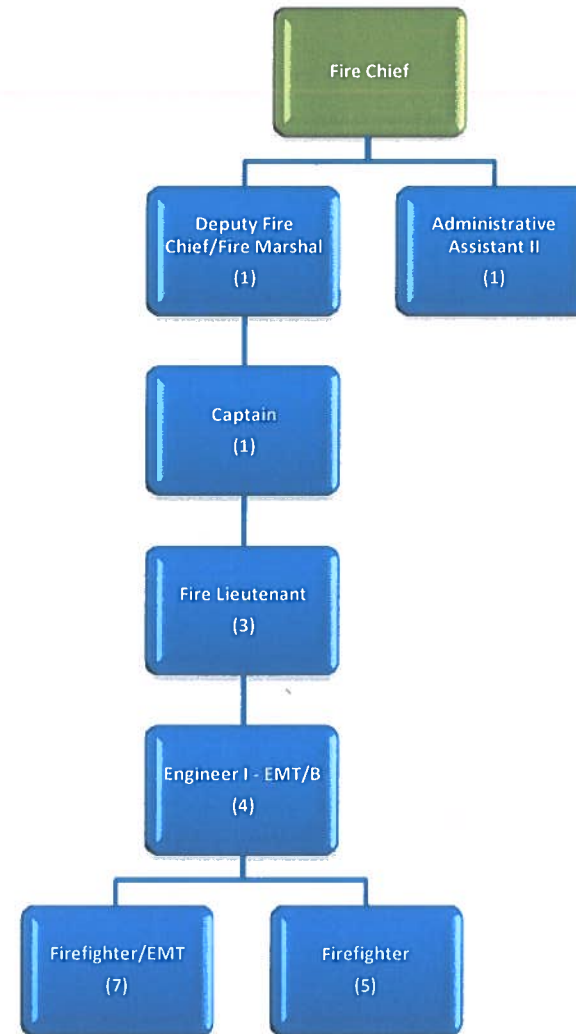


HUMAN RESOURCES DEPARTMENT



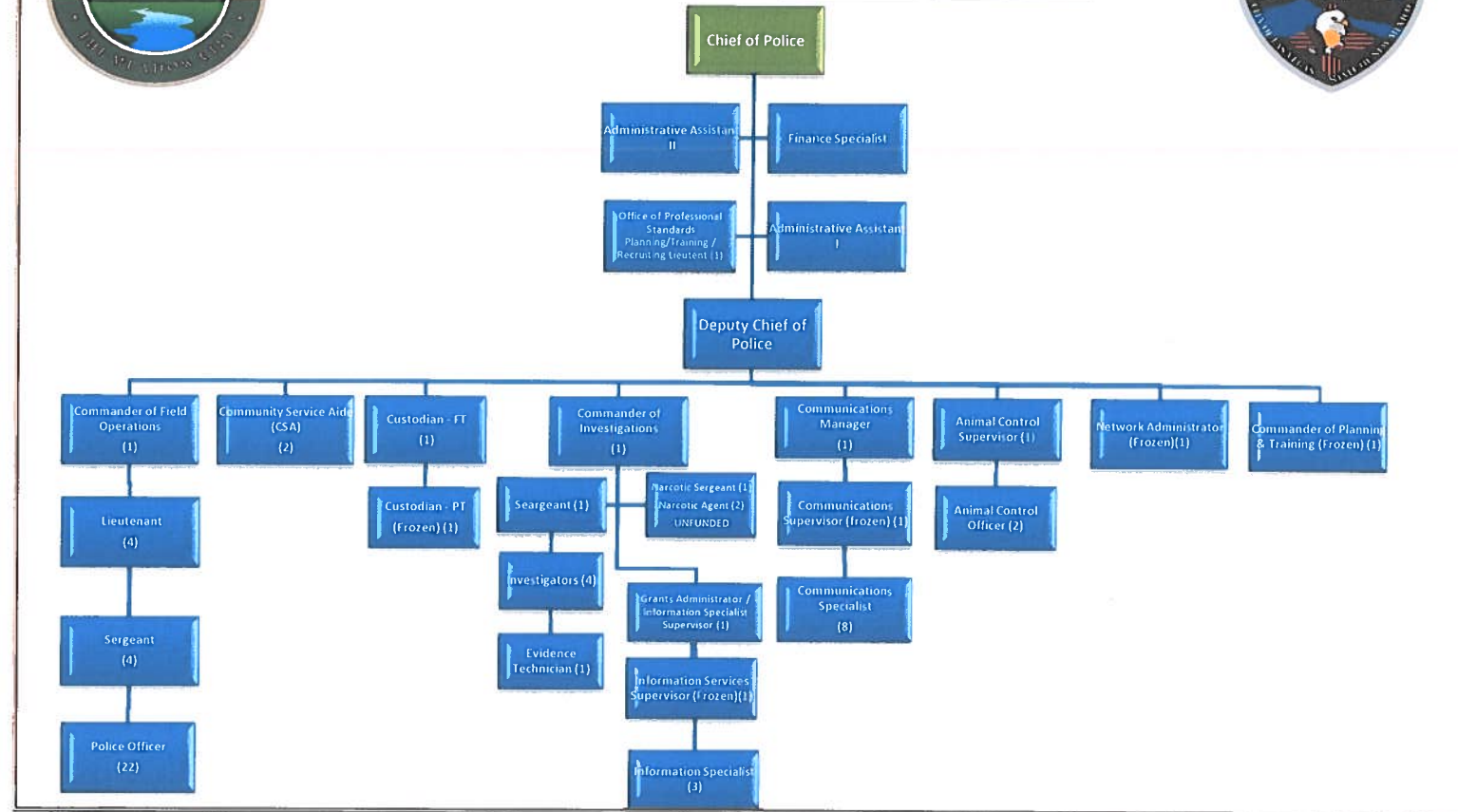


FIRE DEPARTMENT



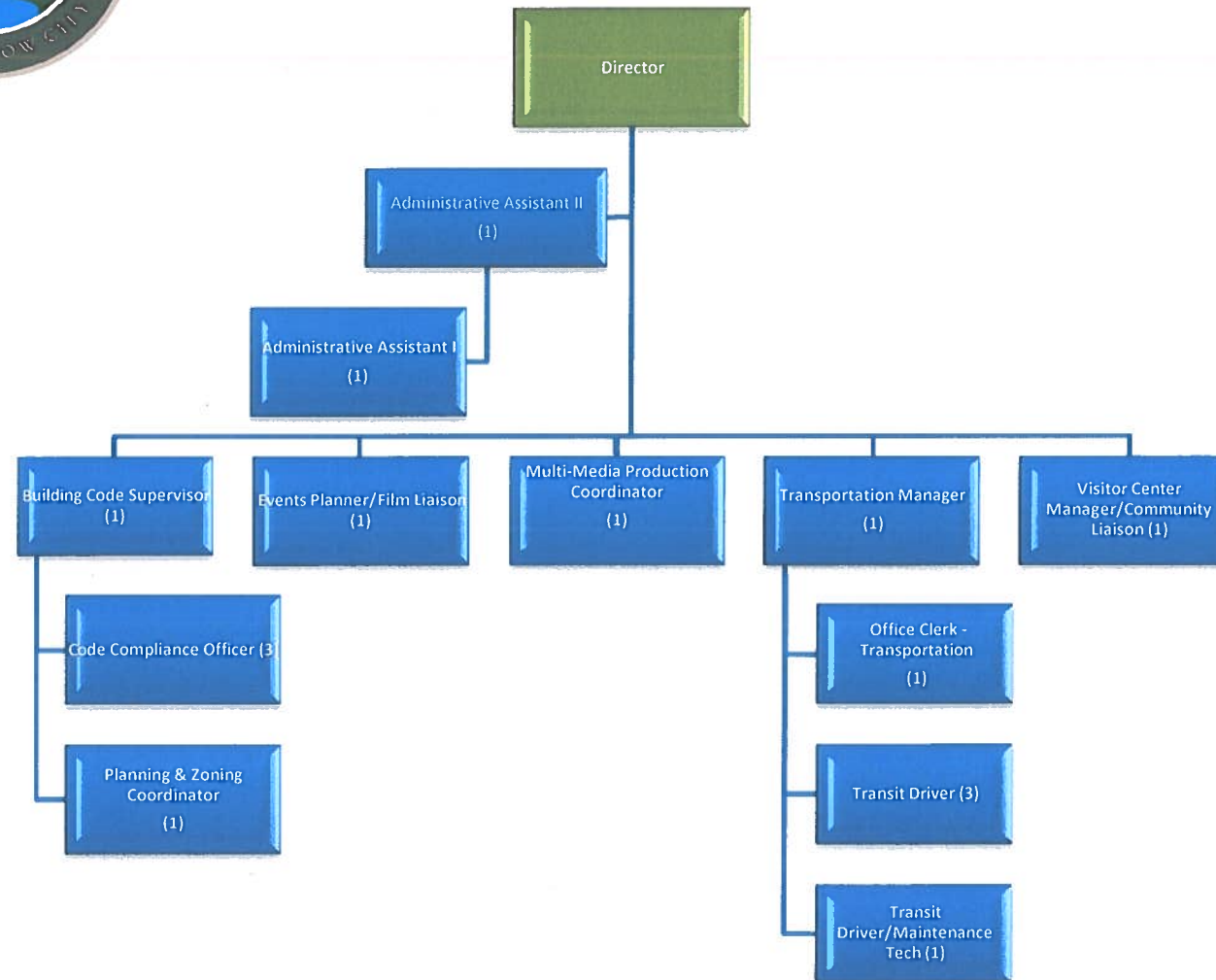


POLICE DEPARTMENT



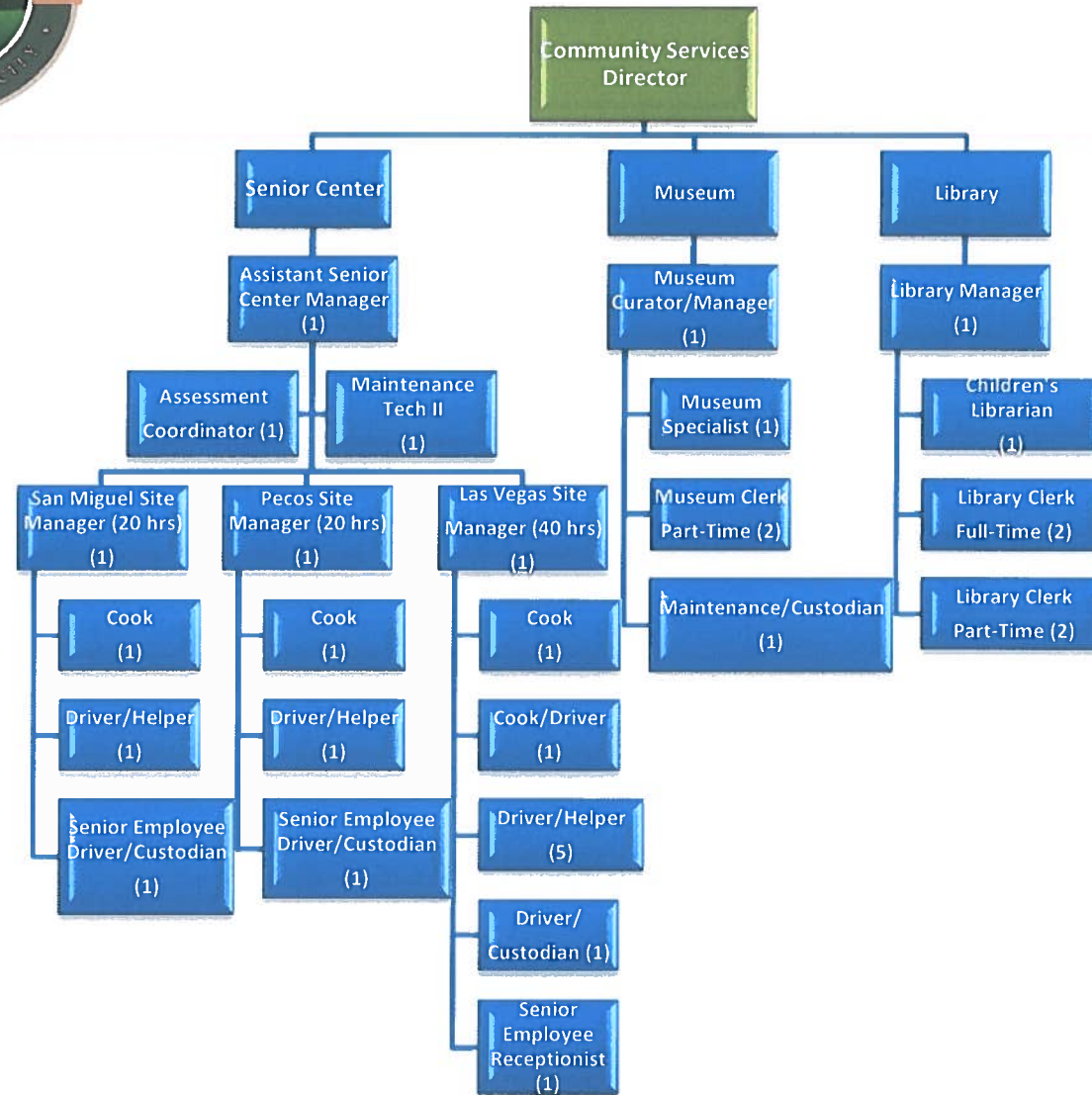


COMMUNITY DEVELOPMENT





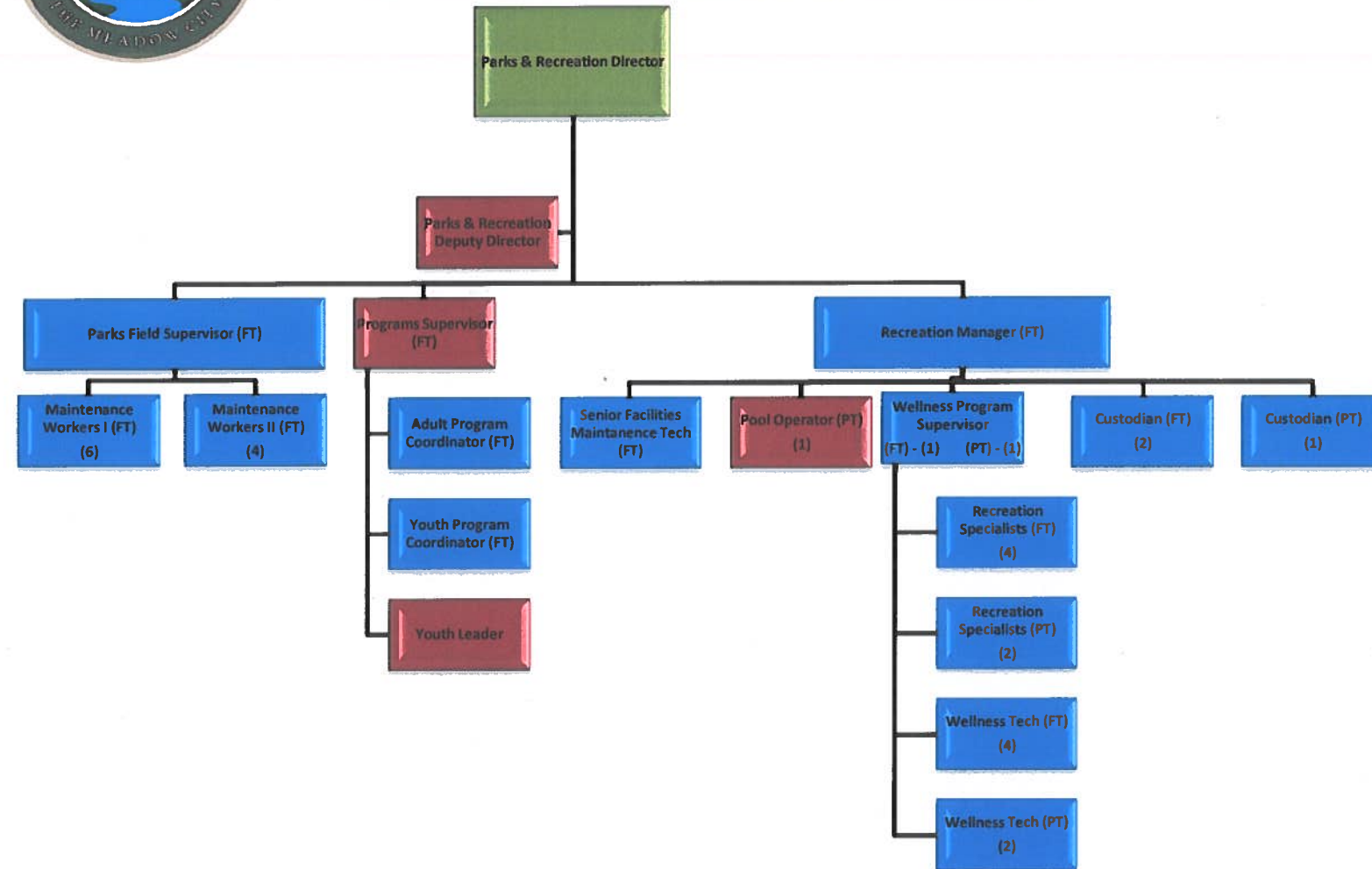
COMMUNITY SERVICES





Proposed 1/2022

PARKS & RECREATION





CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: January 12, 2022

Date Submitted: 12/30/21

Department: Human Resources

Item/Topic: Consideration of the American Federation of State, County and Municipal Employees (AFSCME) Local 2851 Agreement. The City of Las Vegas has completed contract negotiations for 2021-22 with the American Federation of State, County and Municipal Employees (AFSCME), Local 2851. Article 9 (Disciplinary Action), Article 12 (On-Call Assignments), Article 19 (Leaves), Article 36 (Increment/Longevity) and Article 37 (Compensation) were the subject of this year's negotiations. AFSCME Local 2851 is in the process of ratifying the collective bargaining agreement. A Letter of Ratification will be forwarded assuming the union members approve the agreement.

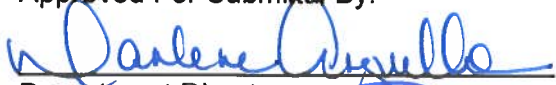
Fiscal Impact: The impact to the Fiscal Year 2021-22 budget is \$90,125.00. This includes the salary amount of \$70,125.00 and the increase of \$20,000.00 to the fringe benefits. The Increment/Longevity Pay was included in the original FY 2020-21 approved budget.

Attachments: Collective Bargaining Agreement (redlined) and signed proposals for Article 9, 12, 19, 36 and 37.

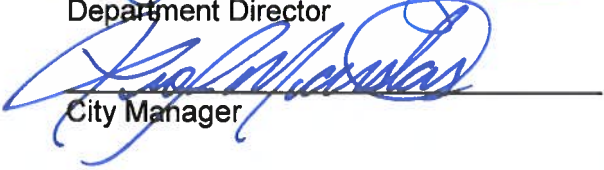
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

Reviewed By:


Department Director

Finance Director


City Manager

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

MANAGEMENT PROPOSAL

Article 9

December 22, 2021

ARTICLE 9. PROGRESSIVE DISCIPLINE

9.1 The primary purpose of discipline is to correct unsatisfactory performance and/or misconduct that is below acceptable standards, or contrary to the city's legitimate interests, in a constructive manner that promotes employee responsibility. Progressive discipline will not be utilized when management determines that an employee's action(s) are so egregious that such an approach is inappropriate.

9.2A staff member shall be entitled to union representation at any meeting called to deliver a Written warning, administer a letter of reprimand or more severe disciplinary action. The employee may meet with any Union Elected/Steward Official for a period of no more than 15 minutes with pay prior to the meeting to deliver disciplinary action.

9.3 Counseling sessions conducted by supervisors are primarily for the purpose of correcting performance or behavior that is below acceptable standards. Counseling discussions are not part of the disciplinary process as defined in 9.5. below and such counseling will not be documented in the employee's official Human Resources file. The supervisor shall retain a dated record of such meeting in a soft file to use only as an aid for their memory.

9.4 Disciplinary action will be based on just cause. The degree of discipline will be based on the frequency and severity of the infraction, with the exception of any safety related incidents that may cause serious injury/death to self or others.

9.5 Employer may impose any disciplinary action or issue a notice of contemplated action no later than forty-five (45) days after it acquires knowledge of the employee's misconduct for which the disciplinary action is imposed, unless facts and circumstances exist which require a longer period of time. In such cases, the employee will be notified.

9.6 The following describes actions used in progressive discipline:

9.6.1 Verbal Warning

An employee is issued a verbal warning for minor infractions or to correct minor faults in an employee's job performance. Verbal warnings are issued during a private conference between the supervisor and the employee where the supervisor explains the problem and recommends a process the employee must accomplish to return to satisfactory status.

9.6.2 Written Warning

A written warning is issued when an employee fails to correct infractions or faults in job performance after receiving verbal warning(s). A copy of the written warning will be given to the employee and a copy placed in the employee's official personnel file.

• 9.6.3* Letter of Reprimand

The letter should contain a description of the specific problem or offense, the most recent incident and when it occurred, previous unsatisfactory behavior or performance related to the reprimand, and a statement that further unsatisfactory behavior or performance may result in further disciplinary action. The letter of reprimand is issued and discussed with the employee in a private conference with the supervisor and must have been discussed with the employee previously. A copy of the letter of reprimand will be given to the employee and a copy placed in the employee's official personnel file. The letter of reprimand will also specify a review period, if appropriate, in which the employee's behavior or performance will be reviewed. The length of the review period will be no longer than one year.

If performance or behavior does not improve, one of the following actions may occur:

9.6.4 Suspension

A suspension is a temporary involuntary separation of employment, without pay, for performance or conduct that has not been satisfactorily corrected through the use of oral and written warnings. Suspension may also be used for misconduct or serious violation of policies. Suspensions range from one (1) work day to thirty (30) work days, depending on the seriousness of the problem.

9.6.5 Demotions

A demotion is a formal involuntary downward change on disciplinary reasons. A reduction in pay will be made.

9.6.6 Dismissal/Discharge

A permanent involuntary separation of employment from the city for disciplinary reasons. An employee may be discharged without prior progressive discipline when warranted by the seriousness of the offense.

9.6.7 Progressive Discipline may be used when management believes such method is appropriate. Written Warning will not be used for progressive discipline after one (1) year. Letter of Reprimand will not be used for progressive discipline after two (2) years. This shall in no way prevent the employer from taking severe disciplinary action including dismissal/discharge on the first offense.

9.6.8 An employee against whom any disciplinary action is contemplated may be appealed by the affected employee through the grievance and appeal process as provided in the Agreement under Article 10.

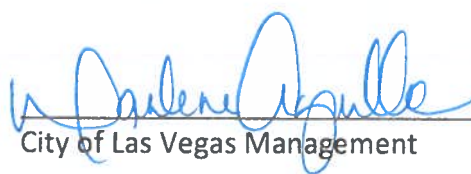
9.6.9 In the case of a suspension, demotion or discharge, the employee will be provided with written charges and afforded the opportunity to respond to the charges prior to the implementation of any disciplinary action by management. Written charges will be presented to the employee once management believes it has sufficient information to proceed with charges against the employee.

9.6.10 In any instance in which a director believes suspension without pay or discharge may be warranted, with the approval from the City Manager, may initially place the employee on administrative leave with pay pending further investigation.

- 9.6.11 Disciplinary action as defined in 9.6.4, 9.6.5 and 9.6.6 may be appealed by the affected employee through the grievance and appeal process as provided in the Agreement under Article 10.

9.6.12 If the appeal of the disciplinary action is not satisfactorily resolved at the City Manager level, it may be submitted to final and binding arbitration as per Article 10 of this agreement.

9.6.13 If no appeal is requested, the disciplinary action shall be final subject to review by the Human Resource Director/Officer and is subject to the approval and signature of the City Manager.


City of Las Vegas Management 12/22/21
Date


AFSCME Council 2851 22 December 2021
Date

MANAGEMENT WITHDRAWAL AND OFFER

Article 12

December 22, 2021

Management withdraws all previous proposals and counter-proposals regarding Article 12, and replaces it with the following:

ARTICLE 12. ON-CALL ASSIGNMENTS

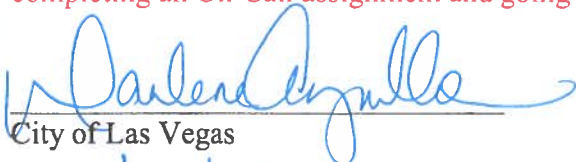
Employees assigned to On-Call status for a period of seven (7) consecutive days will be paid six (6) hours at straight time for the On-Call assignment. The aforementioned hours shall not qualify for, or be used for computing, overtime compensation. Such employees shall be ready and available to respond, and deliver City services, during all of the employees On-Call assignments. Failure to respond shall result in loss of On-Call pay and disciplinary action.

Employees may be permitted to exchange On-Call assignments with another employee no more than three (3) times or 50% of the employee's On-Call time per calendar year, whichever is less. Such exchange requests shall be in writing to the employee's supervisor, and made at least 7 calendar days before the beginning of the On-Call assignment at issue. The employee's supervisor or director may, in the supervisor or director's sole discretion, permit all qualified employees to request to cover the On-Call assignment. Said supervisor or director shall have the option to determine which qualified employee, if there is more than one, shall be awarded the opportunity to accept the On-Call exchange. If said supervisor or director does not elect to open the On-Call exchange to all qualified employees, then the employee requesting to be relieved of the On-Call assignment ("Requesting Employee") shall be responsible to locate and secure a qualified employee to accept and perform the On-Call duties.

An On-Call Exchange form, provided by the Human Resources Department, shall be completed and signed by the Requesting Employee and the employee accepting the On-Call assignment ("Receiving Employee"), and such request shall be subject to the prior written approval by the department director or department supervisor. In the event that the Receiving Employee fails for any reason to timely respond, timely appear or otherwise cannot be reached by the City regarding the On-Call assignment, then the Requesting Employee shall remain solely liable to appear and perform the On-Call assignment duties. Failure of a Receiving Employee to respond or report for an exchanged On-Call assignment shall result in loss of On-Call pay and disciplinary action. Failure of a Requesting Employee to respond and report for an On-Call assignment, when the Receiving Employee fails to respond or report for the exchanged On-Call assignment, shall result in loss of On-Call pay and disciplinary action.

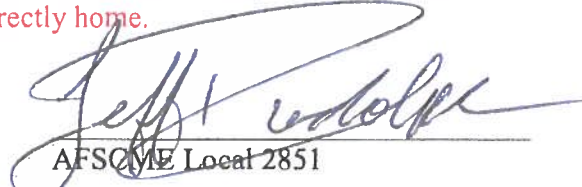
Once approved in writing, a copy of the On-Call Exchange form will be provided to all signatories, the department (if requested), and the Human Resources Department shall be the sole custodian of the original document, a copy of which shall be placed in the Requesting Employees Human Resources file. If an employee's residence is not located within 21 miles of the City limits, such employee shall not be afforded the privilege, unless prior written authorization is given by the employee's department director, of using a City-owned On-Call vehicle during non-work hours for the employee's On-Call period. Instead, the employee shall use non-City resources to obtain transportation to the designated location whereupon the employee shall pick up a City-owned On-

Call vehicle. Compensation shall not be paid to the employee for costs of the employee's transportation to and from the On-Call vehicle pick up location, as such transportation is the sole obligation of the employee. Regarding overtime compensation, if the employee timely reports for the On-Call assignment, the On-Call begins at the time the employee receives the call to report for an On-Call assignment, and the On-Call terminates when the employee arrives home after completing an On-Call assignment and going directly home.



City of Las Vegas

12/22/21
Date



AFSOME Local 2851

22 December 2021
Date

AFSCME Local 2851

Union Proposal

1

July 01, 2021 Time _____

ARTICLE 16. SAFETY AIDS and PERSONAL PROTECTION EQUIPMENT

The City shall provide Safety Aids needed by employees in the performance of all job related duties and compliant with OSHA Standards. This may include items such as: hard hats, gloves, earplugs, safety glasses, and safety vests.

- Personal Protective Equipment to include masks, gloves and safety footwear.
- Safety footwear where the job requires Steel or Composite Toe Boots which meets or exceeds ASTM F2413-17 standards shall be issued by the employer to employees and shall budget a safety boot allowance of \$250.00 annually at the beginning of each fiscal year and shall issue a purchase order to the selected vendor.

Rain gear will be provided for employees whose duties are such that they will incur the outdoor elements. Department Directors will determine the type of rain gear needed for their individual department needs, which will be no less than a rain poncho.

A five (5) gallon water container with cold water will be provided to all crews working away from the City facilities.

Article 16 to remain current language.

THIS ARTICLE WAS RESCINDED AND CURRENT LANGUAGE TO
REMAIN ON ARTICLE 38.


City of Las Vegas, Chief Neg.

Date 12/13/21


Union, Chief Neg.

Date 13 December 2021

MANAGEMENT COUNTER PROPOSAL

Article 19

October 14, 2021

ARTICLE 19. LEAVES

19.1 Vacation Leave- The City reserves the right to approve, disapprove or schedule an employee's annual leave in response to the needs of the City.

19.1.1 Vacation Leave is accrued at the following rates(**pro-rated based on FTE**):

0 months – 5 years	8 hours per month
5 years – 15 years	10 hours per month
15 years or more	12 hours per month

- 19.1.2** Vacation leave is earned during actual time worked and during paid leave. Annual leave is not earned during period of unpaid leave.
- 19.1.3** Bargaining Unit employees shall be allowed to accumulate up to 240 hours of vacation leave. At no time shall the employee accumulate more than 240 hours.
- 19.1.4** Scheduling-employees must request and receive approval of leave, in advance. Employees are required to submit requests for leave at a day for a day in advance when the request is for up to two days or less. Any requests for more than two (2) days of leave must be submitted in writing by the employee at the minimum of five days in advance of the requested leave and these requirements do not apply to emergency annual leave requests.
- 19.1.5** Pay for unused vacation leave upon termination – Any vacation leave accumulated but not taken at the time of separation from employment shall be paid in full, not to exceed 240 hours. The separation form must be signed by all appropriate parties prior to the payment of unused vacation leave.
- 19.1.6** Employees on scheduled annual leave when Administrative Leave (e.g. inclement weather) is granted shall have the leave charged unless the City closes for a full day. In cases of Administrative Leave being granted for a full day or more, employee's annual leave will not be charged, and the leave will be charged to Administrative Leave.
- 19.1.7** Upon the death of an employee, from natural or accidental causes, 100% **up to 240 hours** of the employee's accrued vacation leave shall be converted to a payment to be paid to the employee's estate.

19.2 Sick Leave

19.2.1 Sick leave will be accrued at the rate of eight (8) hours per month (**pro-rated based on FTE**)

19.2.2 Sick leave may be used only for the following

- Personal illness or injury (including pregnancy, childbirth, and other related medical conditions).
- Partial days when an employee, who has been on sick leave, returns to work on a part-time basis.
- Transporting an immediate family member for medical services
- Caring for immediate family member, defined as spouse, parent, grandparent or child
Length of time charged to sick leave under this paragraph shall not exceed three (3) consecutive work days unless the employee is eligible for Family and Medical Leave pursuant to the Family and Medical Leave Act. For those employees who are not eligible for Family and Medical Leave Act leave who are experiencing extreme circumstances covered under this paragraph, more time may be allowed at the discretion of the employee's Department Director, in consultation with Human Resources, with the appropriate documentation.
- Doctor's appointments and other pre-scheduled health-related absences. An employee

requesting sick leave for a pre-scheduled appointment must request the leave at least twenty-four (24) hours in advance unless an emergency situation exists as determined by the City.

- 19.2.3 Sick leave is accrued during actual time worked and during paid leave. Sick leave is not earned during period of unpaid leave.
- 19.2.4 Employees are required to call the immediate supervisor when unable to report to work due to illness or injury within one (1) hour of the employee's work shift. The employee shall personally place the call unless extraordinary circumstances exist which render the employee unable to call.
- 19.2.5 When an employee is absent for three (3) consecutive work days due to illness or injury, he/she shall submit to his/her supervisor a "Physician's Statement" certifying that he/she was under the doctor's care during the period of absence and was unable to work. No other form of paid leave for the absence shall be approved if the employee cannot provide the physician statement and a return to work release. The absence in this situation shall be charged to unauthorized leave without pay and may be subject to disciplinary action.
- 19.2.6 In consultation with HR, a supervisor may require a Physician's Statement for the first day of absence in cases involving reoccurring absences or sick leave abuse.
- 19.2.7 Failure to comply with sick leave practices will result in the employee being placed on unauthorized leave without pay status and may result in disciplinary action.
- 19.2.8 If sick leave hours are exhausted, sick leave will be deducted from vacation or compensatory time.
- 19.2.9 Holidays which occur during sick leave will not be charged to sick leave.
- 19.2.10 Family Medical Leave. Family medical leave will be handled in accordance with Family Medical Leave Act (FMLA).

19.2.11 Conversion of sick leave - Bargaining unit members will follow Personnel Rule §66.53, as amended below.

A. Purpose. Paid sick leave absence from work may be authorized for the following purposes and under the following conditions only:

- 1. A regular full-time employee, and to include exempt employees, may request and the City may approve accrued sick leave for sickness, illness, injury, medical treatment, dental appointment, or hospitalization of the employee in situations not compensated for under a disability or workers' compensation program. Sick leave may also be approved for sickness, illness, injury, medical treatment, dental appointment, or hospitalization of a member of the employee's immediate family living in the same household. Sick leave for immediate family will be limited to a maximum of three days per occurrence. "Immediate family," for the purpose of this subsection, shall be defined as parents, grandparents, spouse, or children. Sick leave may also be approved for the death of an immediate family member. Death in the immediate family is addressed in the bereavement leave section of the administrative directives.
- 2. Sick leave is subject to the review, approval, and investigation as deemed appropriate by the immediate supervisor, department director and the Human Resources Department
- 3. If a pattern of sick leave usage, such as the usage of sick leave on the day before or the day after the employee's days off or a holiday, can be established, the supervisor and/or the director may deny pay for sick leave. Such pattern of sick leave usage/abuse may be cause for disciplinary action.

B. Procedure.

1. An employee must notify his/her supervisor prior to the beginning of the work day if the employee is requesting the use of sick leave. If an employee is absent for three or more consecutive days on sick leave, the employee shall provide the department director a physician's statement and a return to work notice prior to the department director allowing the employee to return to work. A department director may require a physician's statement and a return to work notice when sick leave is utilized for a period of less than three consecutive days if the director suspects abuse. If the employee cannot provide the requested physician's statement, the employee shall not receive compensation for the absence and may be subject to disciplinary action.
2. No other form of paid leave for the absence shall be approved if the employee cannot provide a physician's statement and a return to work notice. The absence in the situation shall be charged to unauthorized leave without pay.

C. Authorization. Paid sick leave absence shall be authorized only if the employee has accrued the requisite hours to cover the absence and the physician's statement has been provided by the employee, if required. If the employee has not accrued sufficient hours of sick leave and there is no question regarding the legitimacy of the request for sick leave, leave without pay may be approved and shall be considered a period of temporary disability leave.

D. Accrual.

1. Sick leave is not accrued for time that an employee does not work due to suspension without pay, administrative leave without pay, or any other sick leave identified to be without pay.
2. Regular full-time employees and department directors accrue eight hours of sick leave per month.

E. Conversion of sick leave.

1. Conversion of sick leave to vacation. This conversion requires the recommendation of the director and the approval of the City Manager. The employee may convert accrued sick leave over 200 hours of vacation at the rate of two hours of sick leave for one hour of vacation. Sick converted vacation hours must be used within three weeks from the date the request for conversion is approved. A maximum of 80 hours of sick leave per calendar year may be converted to vacation leave. The converted sick leave to vacation leave may not be converted to cash.
2. Conversion of sick leave. This conversion is subject to the approval of the City Manager. An employee with over 200 hours of sick leave accrued may, during the months of July and December of each year, sell back accrued sick leave over 200 hours at the rate of two hours of sick leave for one hour of pay. The amount that may be converted is subject to the available funds budgeted for the purpose for the year by the City Council and as provided for in administrative directive. No request for conversion will be honored after an employee has been terminated or has submitted a letter of resignation. Any amount of sick leave that is sold back by the employee, under this policy, within 12 months of separation of employment, other than at retirement, shall be reimbursed to the City.
3. Documentation of sick leave accrual as of April 4, 2007. On April 4, 2007 the City shall prepare a documentation memorializing other sick leave accrual of all regular full-time

employees as of that day. A copy of the document shall be placed in each employee's personnel file and a copy will be provided to the employee. This document will serve as the basis for determining the level of sick leave conversion at the time of retirement from the City of Las Vegas for each regular full-time employee employed by the City on April 4, 2007. *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

4. Conversion of sick leave at time of retirement for employees with 600 hours of accrual or less as of April 4, 2007, and for employees hired after April 4, 2007. Employees with 600 hours or less of sick leave accrual on April 4, 2007, and employees hired after April 4, 2007, shall be eligible for conversion of up to 600 hours of accrued sick leave to early retirement leave. The conversion shall be the rate of one hour of sick leave for one hour of early retirement leave. The official date of retirement shall be documented in writing and signed by the employee prior to the conversion. These employees may choose to sell back up to 600 hours of accrued sick leave at retirement, in lieu of conversion to early retirement leave. The conversion shall be at the rate of two hours of sick leave for one hour of pay. The choice is conversion to early retirement leave or sell back. *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*
 5. Employees with over 600 hours of sick leave accrual on April 4, 2007, shall be eligible for conversion of sick leave to early retirement leave up to the amount of accrual documented on April 4, 2007. The conversion shall occur at the time of retirement and shall be at the rate of one hour of sick leave for one hour of early retirement leave. The official date of retirement from the City shall be documented in writing and signed by the employee prior to the conversion. These employees may choose to sell back accrued sick leave at retirement, in lieu of conversion to early retirement leave up to an amount equal to the eligibility for conversion to early retirement leave. The conversion shall be at the rate of two hours of sick leave for one hour of pay. The choice is conversion to early retirement leave or sell back.
 6. The sell-back and buy-back provisions of this policy are subject to the availability of funds as budgeted for the year by the City Council.
 7. Employees on early retirement are not eligible for any accrual of leave, any increase in pay, or any other form of compensation other than pay for the converted leave at the employee's regular hourly rate. This in no way effects the City's continued contribution to PERA or insurance during early retirement leave. The City continues to contribute the early retiree's PERA insurances until the leave is exhausted.
- F. Sick leave upon separation of employment other than retirement. Accrued sick leave shall be forfeited upon employee's separation of employment from the City of Las Vegas.
- G. Donation of sick leave. Donation of sick leave to another person is prohibited.
- H. The City shall establish a sick leave contingency fund to be appropriated and used for no other purpose than to pay for early retirement leave.

19.3 Sick Leave Incentive

Full time employees who use four (4) hours of sick leave or less from January 1, through June 30, will receive eight (8) hours of administrative leave to be used within thirty (30) days.

Full-time employees who use four (4) hours of sick leave or less for the period of July 1, through December 31, will receive eight (8) hours administrative leave to be used within thirty (30) days.

19.4 Bereavement Leave

- 19.4.1 Emergency annual leave or leave without pay may be granted to an employee to attend the funeral of a relative not included in the "immediate family" group.
- 19.4.2 Employees will be allowed three (3) workdays of bereavement leave, in the event of a death in the employee's immediate family for each instance where an employee meets the requirements as outlined in this section. Such leave shall be charged to administrative leave.
- 19.4.3 Additional leave may be granted at the request of the employee. This additional leave shall be charged to sick leave. If the employee does not have any available sick leave, the additional leave shall be charged to annual leave.
- 19.4.4 Immediate family is defined as parent, legal guardian, grandparent, spouse, father in-law, mother in-law, children (to include step-children), sister, brother, or grandchild of the employee.

19.5 Holiday Leave

- 19.5.1 Paid Holidays - The City Council shall schedule 92 hours of holiday leave per year to be designated annually by administrative regulation.
- 19.5.2 Observance - All regular status employees shall be afforded holiday leave as listed in 19.5.1, with the exception of employees who work in departments where continuous operation is necessary to provide adequate service to the public
- 19.5.3 Holidays which occur during an employee's absence due to vacation or sickness shall not be counted as vacation or sick leave but, instead shall be considered as holiday leave.

19.6 Personal Holiday – Bargaining unit members will follow Personnel Rule §66.54

Each employee shall be granted eight hours per year to be used as personal leave for any reason. The entire eight hours must be used at one time. Personal leave must be used before the last payroll ending in December of each year. If not used during the calendar year, said leave will not be carried into the next calendar year and will be forfeited. Personal leave applies only to regular status employees who have completed their appraisal period.

19.7 Injury Leave - Bargaining unit members will follow Personnel Rule §66.55

A. Injury leave shall be granted to any regular status employee who sustains an injury as a result of or in the course of the performance of his or her job. Injury leave is intended to cover the initial waiting period of seven working days under the State's Workers' Compensation Act. *Editor's Note: See NMSA 1978, § 52-1-1 et seq.* Only one period of injury leave shall be paid for during any occurrence resulting in injury to an employee.

B. Reporting. Any employee injured on the job shall immediately report the injury to his or her supervisor, who shall then report the injury to the Human Resource Department. An employer's first report of injury or illness form, known as the "E-1-2 Form," shall be completed and submitted no later than 48 hours of the injury to the Risk Management Clerk within 48 hours of the injury.

1. If medical attention is required, the injured employee shall immediately report to the City's designated treatment facility for initial treatment. The injured employee will identify himself/herself as an employee of the City of Las Vegas and that the injury is work related and initial treatment of the injury will be provided.

2. After initial treatment, the treatment facility will contact the City's Risk Management Clerk to report status of injury and whether the employee will be able to return to work. Medical reports will be provided to the New Mexico Self Insurer's Fund and to the Human Resource Department as soon as practicable.
3. The designated attending physician will, if necessary, and only after approval by the New Mexico Self Insurer's Fund, refer the injured employee to a physician recommended or referred by the designated attending physician. [Physician(s) on the authorized referral list are physicians who specialize in a particular area of medicine which is required for treatment of the particular injury.]
4. New Mexico Self Insurer's Fund will make the necessary arrangements for doctor appointments, travel and accommodations, if needed. At all times, the City Safety Office and the Human Resource Department will keep in constant communication with the Self Insurer's Fund, designated treatment facility, and the designated treating physician(s) on any and all matters pertaining to the injured worker.

C. After the seventh consecutive calendar day of injury leave, the employee must determine whether he/she will:

1. Use his or her accrued leave, i.e., sick leave or vacation leave at 100% or his or her regular salary. In this case benefits, i.e., PERA, health insurance, and leave accruals, will continue as long as the employee is using accrued leave earned; or
2. The employee wishing to take leave without pay and not use his or her accrued leave will be paid through workers' compensation at the rate of 66 2/3% of his or her regular salary. In this case benefits, i.e., PERA, health insurance, and leave accruals, will cease until such time as the employee returns to work.

D. The employee sustaining a reported on-the-job injury and who, as a result of said injury, is off the job in excess of seven consecutive calendar days, must complete form WC 88-1, and authorize the City to pay them under either Subsection C(1) or (2) herein.

E. In no case will an employee injured on the job be allowed to return to work without a written release from his or her doctor. (Refer to Exhibit B. *Editor's Note: Exhibit B is included at the end of this chapter*)

19.7.1 Family and Medical Leave— The City of Las Vegas will follow the requirements as provided in the Family and Medical Leave Act.

19.8 Temporary Disability Leave - Bargaining unit members will follow Personnel Rule §66.57

A. Definition. As used in this section, the following terms shall have the meaning indicated:

TEMPORARY DISABILITY LEAVE

Constitutes a period of leave without pay during which the employee shall retain his or her position and status as an employee of the City. The employee will not accumulate leave or be subsidized for or receive any benefits. However, if the employee wishes to continue his/her insurance coverage, he/she must contact the Human Resource Office to arrange to do so.

B. Eligibility. Employees subject to the following conditions shall be eligible for temporary disability leave. Any eligible employee wishing to take temporary disability leave must provide the department director and the Human Resource Director with a doctor's statement of the medical reason for the temporary disability leave.

1. An employee who, for reasons of maternity or related medical conditions, elects to take a temporary leave of absence, is eligible for temporary disability leave. This leave will be administered in concurrence with the Family Medical Leave Act.
 2. An employee who has sustained a non-job-related injury or illness is eligible for temporary disability leave.
- C. Petition for extension. If at the end of the period of temporary disability leave the employee wished to request an extension, the employee must petition the City Manager, who may order, at his discretion, a physical or mental examination to be performed at the City's expense by a City designated physician to establish the fitness of the employee. The City Manager shall determine, after review of the physician's findings, whether the employee will or will not be granted an extended temporary disability leave for a period of up to 30 calendar days or be terminated from the City's employment. The City Manager shall render this decision on the basis of the medical findings and in the best interest of the City.

19.9 Jury Leave - Bargaining unit members will follow Personnel Rule §66.58

- A. Jury leave shall be granted to any employee of the City when ordered by the courts to serve on jury duty.
- B. Upon being summoned to jury duty, an employee shall immediately notify his/her supervisor of such by presenting the original, official summons or notice immediately. The summons or notice shall be attached to the employee's weekly timesheet as substantial documentation for the absence. The supervisor shall make necessary arrangements, including work schedule rearrangement, so that the employee may attend jury duty,
- C. If an employee is dismissed by the court for the day or for any reason, and if said dismissal occurs within the employee's regularly scheduled working hours, the employee shall report to his supervisor and assume his regular work duties.
- D. The court will compensate the City for jury leave performed by the City employee at the hourly rate established by the courts. The City shall compensate the employee his/her regular pay for regular work time serviced in the capacity of a juror. The City Finance Department shall receipt the court's compensation to the proper fund. (See Administrative Regulation A-91-69. *Editor's Note. Administrative Regulations are available from the City offices*)

19.10 Military Leave - Bargaining unit members will follow Personnel Rule §66.59

Municipal employees who are members of organized units of the Army or Air National Guard, Army, Air Force, Navy or Marine Reserves shall be given time off not to exceed 15 military calendar days of military leave with pay, annually. When they are ordered to active duty training with such organized units, such leave is to be in addition to other leave or vacation leave with pay to which such employee(s) is otherwise entitled to. The military calendar year begins October 1 and ends September 30.

19.11 Unauthorized Leave - Bargaining unit members will follow Personnel Rule §66.60

- A. Any leave not authorized according to the appropriate rules set forth herein shall be deemed to be an unauthorized absence without pay and may be subject to disciplinary actions.

19.12 Leave Without Pay and Extended Leave Without Pay - Bargaining unit members will follow Personnel Rule §66.61

- A. The employee may request a leave of absence for a period of time not to exceed one year.

1. The employee may request from his/her immediate supervisor, in writing, leave without pay, identifying the length of time and reason for leave. The department director will then forward the request to the City Manager with a recommendation.

2. The City Manager will make a determination whether the leave request should be granted based on the reason for leave and recommendation from the employee's supervisor. The City Manager's decision is final.

B. Leave will not be granted to an employee for the purpose of accepting other employment. If, at any time, the employee is found to be employed elsewhere, this shall be cause for termination.

19.14 Administrative Leave— The City Manager may, on occasion, grant up to four hours of administrative leave to all employees. Such administrative leave shall be granted for only those employees who are scheduled to work on the day such leave is granted. For bargaining unit employees who are not able to take the administrative leave because of their work schedule, these employees shall be allowed to take the time off within the following five-day work period as scheduled by management.

Paulene Ayala 12/22/21
City of Las Vegas Date

Jeff Rudolph 22 December 21
AFSCME Council 2851 Date

MANAGEMENT COUNTER PROPOSAL

Article 36

Submitted on December 22, 2021

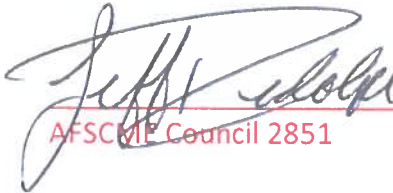
ARTICLE 36. INCREMENT PAY/LONGEVITY

Beginning July 1, 2022, all bargaining unit employees will receive a \$0.19 increase to the employee's regular hourly rate.

Employees will be paid a \$0.10 increase for the time period of July 1, 2021 through December 31, 2021 on the first pay period of January 2022 in a lump sum.

From January 1, 2022 to June 30, 2022 all bargaining unit employees shall continue to receive \$0.13 to the employee's regular hourly rate.

 12/22/21
City of Las Vegas Date

 22 December 2021
AFSCME Council 2851 Date

MANAGEMENT PROPOSAL

Article 37

September 30, 2021

ARTICLE 37. COMPENSATION

Fiscal Year 21-22 – Effective the first full pay period after ratification and signature of the Agreement by the parties or resolution of impasse, whichever is first. All bargaining unit employees will receive a \$.62 increase to the regular hourly rate of pay.

Jeff Rudolph
Union President
Coca/#2851

14 Oct 2021

Scott Olson 10/14/21

AFSCME

**American Federation of State, County and
Municipal Employees**



“Working together to make it better!”

**AFSCME LOCAL 2851
and
The City of Las Vegas**



January , 2022 through June 30, 2025

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ARTICLE 1. PREAMBLE

- A. The general purpose of this agreement is to provide for orderly and constructive employee relations in the public interest, in the interest of all employees herein covered, and in the interest of the City; to maintain harmony, cooperation and understanding between the Employer and the employees in the Bargaining Unit; to afford protection of the rights and privileges of Bargaining Unit employees and the Employer; and to ensure the continued delivery of services to the citizens of Las Vegas.
- B. The City, the Union, and its members agree that a sincere effort will be made to administer and abide by this agreement in accordance with the negotiated intent terms and provisions for the purpose of maintaining sound labor management relations and consistency with the union's status as exclusive bargaining representative of all employees in the bargaining unit.

ARTICLE 2. RECOGNITION

- A. This Agreement (hereinafter referred to as the "Agreement") has been made and entered into by and between the City of Las Vegas, a municipal corporation (hereinafter referred to as the "Employer" or the "City") and Local 2851 of the American Federation of State, County and Municipal Employees, Council 18. AFL-CIO, representative of the City of Las Vegas' Blue and White Collar employees, (hereinafter referred to as the "Union").
- B. Chapter 48. Labor Management Relation of the city of Las Vegas' Code was enacted "to guarantee employees the right to organize and bargain collectively with their employer, to protect the rights of the employer and to promote harmonious and cooperative relationships between the employer and the employees; and to acknowledge the rights of citizens to the orderly and uninterrupted delivery of services."
- C. This Union is recognized as the exclusive representative for all regular full time city employees regarding all matters pertaining to wages, hours, working conditions, and conditions of employment in the classifications identified in Appendix A and Appendix B of this Agreement.
- D. The appropriate bargaining unit shall not include probationary, supervisory, managerial, or confidential employees.

ARTICLE 3. PRIVATIZATION AND CONTRACTING OUT

- A. The City agrees that prior to privatizing or contracting out bargaining unit positions, the Union will be allowed to submit input in writing no later than ten (10) working days after the notice from the City. Such written notice shall be presented to the City Manager with a copy delivered to the Human Resources Department. A written response shall be given to the Union no later than ten (10) working days after the receipt.

- B. The City agrees that it will notify the Union of any staffing changes that will result in the loss of full time equivalent bargaining unit positions prior to removing those positions from the table of organization.

ARTICLE 4. UNION DUES DEDUCTIONS

Section 1. Payroll Deduction

- A. The Employer shall make employee payroll deductions each pay period for:
 - 1. Union membership dues
- B. All money deducted from wages under this Article shall be remitted to the Union via the Secretary-Treasurer promptly after the pay day covering the pay period deduction.
- C. Payroll deduction authorizations for Union membership dues in the possession of the Employer on the effective date of this Agreement will be honored. The Employer will honor individual payroll deduction authorization forms received after the effective date of the Agreement. The Employer will begin the deduction promptly but in no event, later than one pay period after receipt of the payroll deduction authorization form from the employee or Union.
- D. The duty of the Employer to honor payroll deduction authorizations shall continue until the expiration of this Agreement or until otherwise approved by the Union and notification in writing has been given to the employer by a duly authorized officer.

Section 2. Dues Termination and Reimbursement

- A. Dues deductions may be terminated at the written request of the employee to the Employer and the Union. The revocation form shall be submitted only between November 1, and November 30, of each year to the Personnel Department and the Union for processing.
- B. The Employer shall immediately terminate dues deductions when an employee is transferred out of the bargaining unit or is separated from the City. In the event that dues deductions are to be terminated the Employer shall notify the Union in writing the pay period the termination is effective. Notification shall include the names of the employees whose deductions are being terminated, whether they are dues members and the reason for termination.
- C. If in the event a reimbursement is owed to an employee due to a transfer out of the bargaining unit, the employee shall inform the Secretary-Treasurer, in writing, no later than thirty (30) calendar days after the effective date of the transfer, and provide support documentation indicating the pay periods, amount, and reason for the reimbursement.

Section 3. Dues Amounts

- A. In accordance with the AFSCME Constitution, per capita tax payments increase every year; therefore dues and fair share deductions are increased accordingly. Beginning the last pay period in December of each calendar year for the duration of this Agreement, the dues/fair share deductions shall increase by an amount to

be set forth in writing by the Union to the Employer from a duly authorized officer.

- B. The increase(s) shall take effect the last pay period in December for the following year.
- C. If an employee has insufficient earnings for the pay period, no payroll deductions will be made for that employee for that pay period.
- D. The Union shall indemnify and hold the Employer harmless for any employee claims involving deductions under this article.

ARTICLE 5. UNION RIGHTS

- A. The Union has the right to elect and/or appoint its Union staff, officials, and stewards.
 - 1. The Union President must provide the City Management Team a list by July 1st of each year and within five (5) days of any changes along with their contact information and scope of authority and only the people on the list will be recognized as union officers, stewards and trustees.
- B. The Union officials and stewards may engage in activities and conduct business regarding the negotiations and administration of this Agreement. Such activities will not interfere with the employee's work and shall not be performed during employee's work time except in such circumstances to permit the employee to contact a Union steward or official, time not to exceed five (5) minutes. Union officers/stewards shall be allowed reasonable access and time at the worksites to update bargaining unit employees on Union issues.
- C. The employer will provide the space, and the Union will provide the bulletin board to be used for Union official business and notices. The bulletin board shall not be used to criticize the Union, its officers, members, elected city officials, management, or other city employees.
- D. City facilities commonly used by other civic organizations will also be available for Union activities subject to the same conditions as the civic organizations.
- E. City bargaining unit employees may be granted vacation or leave without pay for union business, with five (5) days prior notice, subject to staffing requirements.
- F. The City Manager shall budget 100 hours of Labor Management Relation Administrative Leave and the employer shall allow the Union President or Vice President and the Chief steward who are employees (hereinafter referred to as "Employee Officials") to attend meetings on paid status. Meetings agreed to by both parties.
- G. The Union President or the Vice President may request approval for the use of Labor-Management Relations Administrative Leave to attempt to resolve a labor management relations issue (potential grievance) that is of mutual concern to the Union and the City Manager. This leave shall be made on the City's regular leave form and is subject to the approval of the City Manager.

ARTICLE 6. MANAGEMENT RIGHTS

The Employer's rights shall include, but are not limited to the following:

- A. To direct and supervise all operations, functions, and the work of the employees;
- B. To hire, layoff, promote, demote, assign, reassign, transfer, discipline, and discharge employees;
- C. To determine what, by whom, and when services will be rendered to the citizens;
- D. To determine staffing requirements, to create or abolish positions, or to eliminate or reorganize work units;
- E. To determine the need for the qualifications of new employees, to determine the qualifications for positions, and to determine qualifications of employees to be considered for transfer or promotion;
- F. To take action as necessary to carry out the mission of the Employer in emergencies; and
- G. The employer retains all rights not specifically limited by this Collective Bargaining Agreement.

ARTICLE 7. NON-DISCRIMINATION AND SEXUAL HARASSMENT

The parties agree that they will not practice nor tolerate discrimination because of race, color, religion, sex, ancestry, national origin, age, disability, marital status, union or non-union membership, union activity, or political affiliation. Sexual harassment will also not be tolerated by the parties.

ARTICLE 8. SENIORITY

- A. **City Seniority**
City Seniority for the purpose of this agreement is defined as length of continuous service from the last date of hire with the City of Las Vegas. Continuous service shall not be considered to have been interrupted by periods of approved leave without pay or an approved leave of absence.
- B. **Department Seniority**
Department Seniority is the length of continuous service an employee has in their current department. Department Seniority is broken by voluntary assignment to another department.
- C. **Classification Seniority**
Classification Seniority is defined as the length of continuous service employees have in their current classification. Classification Seniority begins as of the date of employment in the current classification. Voluntary reassignment, voluntary transfer, voluntary promotion, resignation or termination breaks Classification Seniority.
- D. It is recognized by the parties that seniority will be applied, as required by law, for returning from military leave.

ARTICLE 9. ~~DISCIPLINARY ACTION~~ PROGRESSIVE DISCIPLINE

- A. Counseling sessions conducted by supervisors are primarily for the purpose of correcting performance or behavior that is below acceptable standards. Counseling discussions are not part of the disciplinary process as defined in C. below and such counseling will not be documented in the employee's official Human Resources file unless it becomes part of an official disciplinary action taken by management. The supervisor shall retain a dated record of such meeting in a working file and provide HR a copy to keep in a separate file.
- B. Disciplinary action will be based on just cause. The degree of discipline will be based on the frequency and severity of the infraction, with the exception of any safety related incidents that may cause serious injury/death to self or others.
- C. Employer may impose any disciplinary action or issue a notice of contemplated action no later than forty five (45) days after it acquires knowledge of the employee's misconduct for which the disciplinary action is imposed, unless facts and circumstances exist which require a longer period of time. In such cases, the employee will be notified.
- D. Types of discipline:
- a. Written Warning
 - b. Letter of Reprimand
 - c. Suspension from work without pay
 - d. Demotions
 - e. Dismissal/Discharge for cause
 - f. Progressive Discipline may be used when management believes such method is appropriate. Written Warning will not be used for progressive discipline after one (1) year. Letter of Reprimand will not be used for progressive discipline after two (2) years. This shall in no way prevent the employer from taking severe disciplinary action including dismissal/discharge on the first offense.
 - g. An employee against whom disciplinary action is contemplated (under Section D subsections c-e as stated above) will be provided with written charges and afforded the opportunity to respond to the charges prior to the implementation of any disciplinary action by management. Written charges will be presented to the employee once management believes it has sufficient information to proceed with charges against the employee.
 - h. Disciplinary action as defined in D subsections c-e above may be appealed by the affected employee through the grievance and appeal process as provided in the Agreement under Article 10.
 - i. If the appeal of the disciplinary action is not satisfactorily resolved at the City Manager level, it may be submitted to final and binding arbitration as per Article 10 of this agreement.
 - j. If no appeal is requested, the disciplinary action shall be final subject to review by the Human Resource Director/Officer and is subject to the approval and signature of the City Manager.

9.1 The primary purpose of discipline is to correct unsatisfactory performance and/or

misconduct that is below acceptable standards, or contrary to the city's legitimate interests, in a constructive manner that promotes employee responsibility. Progressive discipline will not be utilized when management determines that an employee's action(s) are so egregious that such an approach is inappropriate.

9.2 A staff member shall be entitled to union representation at any meeting called to deliver a written warning, administer a letter of reprimand or more severe disciplinary action. The employee may meet with any Union Elected/Steward Official for a period of no more than 15 minutes with pay prior to the meeting to deliver disciplinary action.

9.3 Counseling sessions conducted by supervisors are primarily for the purpose of correcting performance or behavior that is below acceptable standards. Counseling discussions are not part of the disciplinary process as defined in 9.5 below and such counseling will not be documented in the employee's official Human Resources file. The supervisor shall retain a dated record of such meeting in a soft file to use only as an aid for their memory.

9.4 Disciplinary action will be based on just cause. The degree of discipline will be based on the frequency and severity of the infraction, with the exception of any safety related incidents that may cause serious injury/death to self or others.

9.5 Employer may impose any disciplinary action or issue a notice of contemplated action no later than forty-five (45) days after it acquires knowledge of the employee's misconduct for which the disciplinary action is imposed, unless facts and circumstances exist which require a longer period of time. In such cases, the employee will be notified.

9.6 The following describes actions used in progressive discipline:

9.6.1 Verbal Warning

An employee is issued a verbal warning for minor infractions or to correct minor faults in an employee's job performance. Verbal warnings are issued during a private conference between the supervisor and the employee where the supervisor explains the problem and recommends a process the employee must accomplish to return to satisfactory status.

9.6.2 Written Warning

A written warning is issued when an employee fails to correct infractions or faults in job performance after receiving verbal warning(s). A copy of the written warning will be given to the employee and a copy placed in the employee's official personnel file.

9.6.3 Letter of Reprimand

The letter should contain a description of the specific problem or offense, the most recent incident and when it occurred, previous unsatisfactory behavior or performance related to the reprimand, and a statement that further unsatisfactory behavior or performance may result in further disciplinary action. The letter of

reprimand is issued and discussed with the employee in a private conference with the supervisor and must have been discussed with the employee previously. A copy of the letter of reprimand will be given to the employee and a copy placed in the employee's official personnel file. The letter of reprimand will also specify a review period, if appropriate, in which the employee's behavior or performance will be reviewed. The length of the review period will be no longer than one year.

If performance or behavior does not improve, one of the following actions may occur:

9.6.4 Suspension

A suspension is a temporary involuntary separation of employment, without pay, for performance or conduct that has not been satisfactorily corrected through the use of oral and written warnings. Suspension may also be used for misconduct or serious violation of policies. Suspensions range from one (1) work day to thirty (30) work days, depending on the seriousness of the problem.

9.6.5 Demotions

A demotion is a formal involuntary downward change on disciplinary reasons. A reduction in pay will be made.

9.6.6 Dismissal/Discharge

A permanent involuntary separation of employment from the city for disciplinary reasons. An employee may be discharged without prior progressive discipline when warranted by the seriousness of the offense.

9.6.7 Progressive Discipline may be used when management believes such method is appropriate. Written Warning will not be used for progressive discipline after one (1) year. Letter of Reprimand will not be used for progressive discipline after two (2) years. This shall in no way prevent the employer from taking severe disciplinary action including dismissal/discharge on the first offense.

9.6.8 An employee against whom any disciplinary action is contemplated may be appealed by the affected employee through the grievance and appeal process as provided in the Agreement under Article 10.

9.6.9 In the case of a suspension, demotion or discharge, the employee will be provided with written charges and afforded the opportunity to respond to the charges prior to the implementation of any disciplinary action by management. Written charges will be presented to the employee once management believes it has sufficient information to proceed with charges against the employee.

9.6.10 In any instance in which a director believe suspension without pay or discharge may be warranted, with the approval from the City Manager, may initially place the employee on administrative leave with pay pending further investigation.

9.6.11 Disciplinary action as defined in 9.6.4, 9.6.5 and 9.6.6 may be appealed by the affected employee through the grievance and appeal process as provided in the Agreement under Article 10.

9.6.12 If the appeal of the disciplinary action is not satisfactorily resolved at the City Manager level, it may be submitted to final and binding arbitration as per Article 10 of this agreement.

9.6.13 If no appeal is requested, the disciplinary action shall be final subject to review by the Human Resource Director/Officer and is subject to the approval and signature of the City Manager.

ARTICLE 9-I. COMPLIANCE WITH LAWS

Written personnel policies and procedures shall be applied to all employees. Accommodations made to persons determined by the Employer to be qualified individuals with a disability shall not serve as precedent for other employees. With the exception of personnel policies and procedures dealing with compliance with the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Age Discrimination and Employment Act (ADEA), the Family and Medical Leave Act (FMLA), the Equal Pay Act (EPA), and all other applicable federal and state equal employment opportunity laws and regulations, alleged violations of this article may be grieved in accordance with the Grievance Procedure.

ARTICLE 10. GRIEVANCE, APPEAL, AND ARBITRATION PROCEDURE

- A. Grievance is defined as a written formal complaint alleging a violation, misapplication, or misinterpretation of any of the provisions of this Agreement or City Personnel Rules and Regulations. Appeal of suspension, demotion or discharge only shall also be accomplished through this process.
- B. Grievances/appeals shall be filed by the individual employees or by the exclusive representative on behalf of an individual employee or a group of employees. The grievance/appeal shall be signed by the aggrieved employee or employees.
- C. An individual employee may present a grievance/appeal under the provisions of this Article without the intervention of the Union and have the grievance/appeal adjusted as long as (1) the adjustment is consistent with the terms of this Agreement, and (2) the employee is responsible for all expenses incurred at any hearing or meeting on a grievance/appeal brought by the individual employee. If the employee elects to bring a representative other than the Union to the grievance/appeal, then the City will require a written waiver of representation from the Union in the action. The Union shall be afforded the opportunity to be present and make its views known. In a situation where the employee has elected not to use the Union's services, and is requesting arbitration the employer and the employee shall deposit \$6000.00 each in an escrow account for the payment of arbitration.
- D. The written grievance/appeal shall include:

- a. The employee/grievant's name, job, title, department;
 - b. The representative/steward's name, address and telephone number;
 - c. The Article(s) of this Agreement or section of the Personnel Rules and Regulations alleged to have been violated;
 - d. The date the incident or violation occurred;
 - e. The Management employee, if any, against whom the action is filed;
 - f. A description of the alleged violation providing more than just the Article or Section identification.
 - g. If the phrase "to be made whole" is used in the relief requested, the grievant shall specify what specific relief is desired. The relief requested shall include a specific statement describing the grievant's settlement request; and
 - h. The signature and date of the grievant and the Union representative.
- E. The original written grievance/appeal shall be presented to the employee's Department Head with a copy provided to Human Resources within ten (10) working days of the date the employee knew or reasonably should have known of the issue that generated the grievance/appeal. If the grievance/appeal is not resolved within ten (10) working days of the date the grievance/appeal was filed with the department head, the grievance/appeal may be advanced to the City Manager.
- F. If the issue is not resolved at the Department Head level, the grievance/appeal may be advanced to the City Manager by presenting the written grievance/appeal to the City Manager within fifteen (15) working days of the filing with the Department Head. This means within fifteen (15) working days of the initial filing of the grievance/appeal with the Department Head. The parties will mutually agree on a date, time, and place to meet and attempt to resolve the grievance/appeal. If the issue is not resolved within ten (10) working days of the filing with the City Manager, the grievance/appeal may be advanced to arbitration.
- G. The grievance/appeal is advanced to arbitration by presenting such written notice to the City Manager within fifteen (15) working days of the initial filing at the City Manager level.
- H. Within ten (10) working days of the filing of the written notice of advancement to arbitration, a request for a list of arbitrators for the NM region from the Federal Mediation and Conciliation Service (FMCS) shall be submitted by the Union. Within ten (10) working days of receipt of the arbitrator list, the parties shall meet to select an arbitrator.
- I. The selection of the arbitrator shall be accomplished by the parties alternating striking of names until only one name remains. The remaining name shall be the arbitrator. Who strikes the first name is determined by the flip of a coin.
- J. The Arbitrator shall render a final and binding decision containing findings of fact and conclusions of law within 30 days of the close of the hearing. This decision of the arbitrator is subject to judicial review in accordance with the New Mexico Uniform Arbitration Act. The parties shall share the cost of the arbitrator equally.
- K. The Arbitrator's duties, responsibilities, and limitations are governed by the City's Labor Management Relations Ordinance.

- L. This is the only internal grievance and appeal process available to bargaining unit employees.
- M. Working day is defined as days that the administrative offices of the City are open for business. Any deadline that falls on a day that the administrative offices of the City are not open for regular business shall extend into the next day that the City Administrative Offices are open for business.

ARTICLE 11. CALL-IN COMPENSATION

When an employee is called in and required to work for an emergency prior to the beginning of the employee's normal work day, or is called back after the conclusion of the employee's normal work day, the employee will be guaranteed the greater of:

Two (2) hours straight time rate on scheduled work days, and three (3) hours straight time rate on non-scheduled work days

Or

Time and one-half (1 ½) for the actual time worked if such hours exceed forty (40) hours actually worked for the week.

Scheduled work day shall mean a day the employee is normally scheduled to work beginning at 12:01 AM through midnight.

Additional calls that occur during the minimum two (2) hours compensated time are included in the two (2) hours paid. A total of thirty (30) minutes travel time to and from the employee's home shall be considered time worked. Time will begin when the employee receives the assignment and must leave for the assignment within fifteen (15) minutes of being called.

Management acknowledges that it is their responsibility to ensure that call-in compensation is not abused by the employee. Any abuse will be subject to disciplinary action up to and including termination.

ARTICLE 12. ON-CALL ASSIGNMENTS

Employees assigned to On-Call status for a period of seven (7) consecutive days will be paid six (6) hours at straight time for the on-call assignment. ~~These hours will not~~ **The aforementioned hours shall not qualify for, or** be used for computing overtime compensation. Such employees ~~must~~ **shall** be ready and available to respond ~~to~~ **and** deliver City services during ~~the non-duty~~ **all of the employees'** On-Call assignment. Failure to respond will result in loss of On-Call pay and disciplinary action.

Employees may be permitted to exchange On-Call assignments with another employee no more than three (3) times or 50% of the employee's On-Call time per calendar year, whichever is less. Such exchange requests shall be in writing to the employee's supervisor, and made at least seven (7) calendar days before the beginning of the On-Call assignment

at issue. The employee's supervisor or director may, in the supervisor or director's sole discretion, permit all qualified employees to request to cover the On-Call assignment. Said supervisor or director shall have the option to determine which qualified employee, if there is more than one, shall be awarded the opportunity to accept the On-Call exchange. If said supervisor or director does not elect to open the On-Call exchange to all qualified employees, then the employee requesting to be relieved of the On-Call assignment ("Requesting Employee") shall be responsible to locate and secure a qualified employee to accept and perform the On-Call duties.

An On-Call Exchange form, as provided by the Human Resources Department, shall be completed and signed by the Requesting Employee and the employee accepting the On-Call assignment ("Receiving Employee"), and such request shall be subject to the prior written approval by the department director or department supervisor. In the event that the Receiving Employee fails for any reason to timely respond, timely appear or otherwise cannot be reached by the City regarding the On-Call assignment, then the Requesting Employee shall remain solely liable to appear and perform the On-Call assignment duties. Failure of a Receiving Employee to respond or report for an exchanged On-Call assignment shall result in loss of On-Call pay and disciplinary action. Failure of a Requesting Employee to respond and report for an On-Call assignment, when the Receiving Employee fails to respond or report for the exchanged On-Call assignment, shall result in loss of On-Call pay and disciplinary action.

Once approved in writing, a copy of the On-Call Exchange form will be provided to all signatories, the department (if requested), and the Human Resources Department shall be the sole custodian of the original document, a copy of which shall be placed in the Requesting Employees Human Resources file. If an employee's residence is not located within 21 miles of the City limits, such employee shall not be afforded the privilege, unless prior written authorization is given by the employee's department director, of using a City-owned On-Call vehicle during non-work hours for the employee's On-Call period. Instead, the employee shall use non-City resources to obtain transportation to the designated location whereupon the employee shall pick up a City-owned On-Call vehicle. Compensation shall not be paid to the employee for costs of the employee's transportation to and from the On-Call vehicle pick up location; as such transportation is the sole obligation of the employee. Regarding overtime compensation, if the employee timely reports for the On-Call assignment, the On-Call begins at the time the employee receives the call to report for an On-Call assignment, and the On-Call terminates when the employee arrives home after completing an On-Call assignment and going directly home.

ARTICLE 13. REST PERIOD

- A. Bargaining unit employees shall not be required to work in excess of sixteen (16) consecutive hours.
- B. If an employee is required to work sixteen (16) consecutive hours, he/she is guaranteed an eight (8) hour unpaid rest period or an employee may request vacation leave.
- C. If the employee feels that he/she cannot report to work on a designated

emergency and safely perform his/her duties, they shall not be penalized.

- E. If an employee is called out to work a designated emergency after scheduled work hours or on holidays, work shall be paid at time and one half the normal rate of pay, even if the employee works less than forty (40) hours that week.
- F. If the employee reports to work and the supervisor or manager deems them unfit to safely perform his/her duties at any time, then said supervisor or manager has the discretion to send them home with approved unpaid leave or the employee may request to use vacation leave.

ARTICLE 14. LABOR MANAGEMENT MEETINGS

- A. The parties will establish a labor management committee. The Committee will meet on an as needed basis, or at least once quarterly to discuss issues of mutual concern that relate to the administration of this agreement. The Union and the Employer will each appoint two individuals to this committee. The individuals will be identified to the other party in writing for each meeting. The date, time and place of such meeting shall be by mutual agreement of the parties.
- B. This committee has no authority to negotiate any changes to this Agreement.

ARTICLE 15. SAFETY

Safety is an integral part of the responsibilities of all employees. The employer will continue to provide healthful and safe working conditions. Employees shall comply with such rules, regulations, and practices as may be prescribed for the conduct of employees in order to provide a safe work environment, in acknowledgment with the City's Safety and Health Policy.* The employee shall notify his/her immediate supervisor immediately of any unsafe or hazardous working conditions or workplace injury or accident. The Employer will take appropriate action to correct unsafe or hazardous working conditions as required by law. The parties will meet to discuss health and safety issues of mutual concern. The time and place for the meetings will be set by mutual agreement of the parties. The Employer, through the Safety Office, will provide safety training on an as needed basis.

*Nothing in the City's Safety and Health Policy shall supersede any provisions and protections afforded to the membership of AFSCME Local 2851 in this agreement.

ARTICLE 16. SAFETY AIDS

The City shall provide Safety Aids needed by employees in the performance of all job related duties. This may include items such as: hard hats, gloves, earplugs, safety glasses, and safety vests.

Rain gear will be provided for employees whose duties are such that they will incur the outdoor elements. Department Directors will determine the type of rain gear needed for their individual department needs, which will be no less than a rain poncho.

A five (5) gallon water container with cold water will be provided to all crews working away from the City facilities.

ARTICLE 17. PERSONNEL RECORDS

- A. The employees' Official Personnel files will be maintained in the Human Resources Office. Employees, or their designee by written authorization, may review the employees' files by appointment during the regular business hours of the Human Resources Office. Such review shall not interfere with the employees' work time and shall be done on the employees' own time.
- B. Employees may obtain copies of material in their personnel file on an annual basis.
- C. Employees may submit a rebuttal to any material that is placed in the employee's personnel file. Such rebuttal must be submitted within seven (7) calendar days of the effective date of the material in question.
- D. Employees may request in writing that letters of commendation or certificates of completion of training be placed in their file. The Human Resources Officer shall determine if such material is appropriate for placement in the employee's file.
- E. The Human Resource Personnel file is the official employment history of the employee and shall not be purged except by order of an arbitrator or judge of competent jurisdiction.

ARTICLE 18. VACANCIES

- A. A vacancy is a vacant budgeted bargaining unit position that the City decides to fill. Such vacancies will be posted within the City organization for a period of five (5) working days. The posting shall contain the title of the position, the qualifications required, and the deadline for individuals to apply. Qualified in-house applicants will be considered before applicants from outside the City organization. All things being equal the in-house applicant will be given preference.
- B. Promotions: Employees shall be considered for promotions on the basis of qualifications, performance, and attendance. All things being equal Department Seniority and then City Seniority shall be given preference.
- C. Employees applying for a transfer will be considered for a transfer in the same manner as employees applying for promotion.

ARTICLE 19. LEAVES

A. Vacation Leave		
Vacation Leave is accrued at the following rates:		
1.	0 months – 5 years	8 hours per month
	5 years – 15 years	10 hours per month
	15 years or more	12 hours per month

- ~~B. — Upon the death of an employee, from natural or accidental causes, 100% of the employee's accrued annual leave shall be converted to a cash payment to be paid to the employee's beneficiary.~~
- ~~C. — Sick Leave:~~
- ~~1. — Sick leave will be accrued at the rate of eight (8) hours per month.~~
 - ~~2. — Holidays which occur during sick leave will not be charged to sick leave.~~
 - ~~3. — Family Medical Leave. Family medical leave will be handled in accordance with Family Medical Leave Act (FMLA).~~
- ~~D. — Sick Leave Incentive:~~
- ~~1. — Full time employees who use four (4) hours of sick leave or less from January 1, through June 30, will receive eight (8) hours of administrative leave to be used within thirty (30) days.~~
 - ~~2. — Full time employees who use four (4) hours of sick leave or less for the period of July 1, through December 31, will receive eight (8) hours administrative leave to be used within thirty (30) days.~~
- ~~E. — Bereavement Leave. Emergency annual leave or leave without pay may be granted to an employee to attend the funeral of a relative not included in the "immediate family" group.~~
- ~~1. — Employees will be allowed three (3) work days of bereavement leave, in the event of a death in the employee's immediate family for each instance where an employee meets the requirements as outlined in this section. Such leave shall be charged to administrative leave.~~
 - ~~2. — Additional leave may be granted at the request of the employee. This additional leave shall be charged to sick leave. If the employee does not have any available sick leave, the additional leave shall be charged to annual leave.~~
 - ~~3. — Immediate family is defined as parent, legal guardian, grandparent, spouse, father in-law, mother in-law, children (to include step-children), sister, brother, or grandchild of the employee.~~

19.1 Vacation Leave- The City reserves the right to approve, disapprove or schedule an employee's annual leave in response to the needs of the City.

19.1.1 Vacation Leave is accrued at the following rates (**pro-rated based on FTE**):

0 months – 5 years	8 hours per month
5 years – 15 years	10 hours per month
15 years or more	12 hours per month

19.1.2 **Vacation leave is earned during actual time worked and during paid leave. Annual leave is not earned during period of unpaid leave.**

19.1.3 **Bargaining Unit employees shall be allowed to accumulate up to 240 hours of vacation leave. At no time shall the employee accumulate more than 240 hours.**

19.1.4 **Scheduling-employees must request and receive approval of leave, in advance. Employees are required to submit requests for leave at a day for a day in advance when the request is for up to two days or less. Any requests for more than two (2) days of leave must be submitted in**

writing by the employee at the minimum of five days in advance of the requested leave and these requirements do not apply to emergency annual leave requests.

- 19.1.5 Pay for unused vacation leave upon termination – Any vacation leave accumulated but not taken at the time of separation from employment shall be paid in full, not to exceed 240 hours. The separation form must be signed by all appropriate parties prior to the payment of unused vacation leave.
- 19.1.6 Employees on scheduled annual leave when Administrative Leave (e.g. inclement weather) is granted shall have the leave charged unless the City closes for a full day. In cases of Administrative Leave being granted for a full day or more, employee's annual leave will not be charged, and the leave will be charged to Administrative Leave.
- 19.1.7 Upon the death of an employee, from natural or accidental causes, 100% up to 240 hours of the employee's accrued vacation leave shall be converted to a payment to be paid to the employee's estate.

19.2 Sick Leave

- 19.2.1 Sick leave will be accrued at the rate of eight (8) hours per month (pro-rated based on FTE)

19.2.2 Sick leave may be used only for the following

- Personal illness or injury (including pregnancy, childbirth, and other related medical conditions).
- Partial days when an employee, who has been on sick leave, returns to work on a part-time basis.
- Transporting an immediate family member for medical services
- Caring for immediate family member, defined as spouse, parent, grandparent or child
Length of time charged to sick leave under this paragraph shall not exceed three (3) consecutive work days unless the employee is eligible for Family and Medical Leave pursuant to the Family and Medical Leave Act. For those employees who are not eligible for Family and Medical Leave Act leave who are experiencing extreme circumstances covered under this paragraph, more time may be allowed at the discretion of the employee's Department Director, in consultation with Human Resources, with the appropriate documentation.
- Doctor's appointments and other pre-scheduled health-related absences. An employee requesting sick leave for a pre-scheduled appointment must request the leave at least twenty-four (24) hours in advance unless an emergency situation exists as determined by the City.

- 19.2.3 Sick leave is accrued during actual time worked and during paid leave. Sick leave is not earned during period of unpaid leave.
- 19.2.4 Employees are required to call the immediate supervisor when unable to report to work due to illness or injury within one (1) hour of the employee's work shift. The employee shall personally place the call unless extraordinary circumstances exist which render the employee unable to call.
- 19.2.5 When an employee is absent for three (3) consecutive work days due to illness or injury, he/she shall submit to his/her supervisor a "Physician's Statement" certifying that he/she was under the doctor's care during the period of absence and was unable to work. No other form of paid leave for the absence shall be approved if the employee cannot provide the physician statement and a return to work release. The absence in this situation shall be charged to unauthorized leave without pay and may be subject to disciplinary action.

- 19.2.6 In consultation with HR, a supervisor may require a Physician's Statement" for the first day of absence in cases involving reoccurring absences or sick leave abuse.
- 19.2.7 Failure to comply with sick leave practices will result in the employee being placed on unauthorized leave without pay status and may result in disciplinary action.
- 19.2.8 If sick leave hours are exhausted, sick leave will be deducted from vacation or compensatory time.
- 19.2.9 Holidays which occur during sick leave will not be charged to sick leave.
- 19.2.10 Family Medical Leave. Family medical leave will be handled in accordance with Family Medical Leave Act (FMLA).

19.2.11 Conversion of sick leave - Bargaining unit members will follow Personnel Rule §66.53, as amended below.

A. Purpose. Paid sick leave absence from work may be authorized for the following purposes and under the following conditions only:

- 1. A regular full-time employee, and to include exempt employees, may request and the City may approve accrued sick leave for sickness, illness, injury, medical treatment, dental appointment, or hospitalization of the employee in situations not compensated for under a disability or workers' compensation program. Sick leave may also be approved for sickness, illness, injury, medical treatment, dental appointment, or hospitalization of a member of the employee's immediate family living in the same household. Sick leave for immediate family will be limited to a maximum of three days per occurrence. "Immediate family," for the purpose of this subsection, shall be defined as parents, grandparents, spouse, or children. Sick leave may also be approved for the death of an immediate family member. Death in the immediate family is addressed in the bereavement leave section of the administrative directives.
- 2. Sick leave is subject to the review, approval, and investigation as deemed appropriate by the immediate supervisor, department director and the Human Resources Department
- 3. If a pattern of sick leave usage, such as the usage of sick leave on the day before or the day after the employee's days off or a holiday, can be established, the supervisor and/or the director may deny pay for sick leave. Such pattern of sick leave usage/abuse may be cause for disciplinary action.

B. Procedure.

- 1. An employee must notify his/her supervisor prior to the beginning of the work day if the employee is requesting the use of sick leave. If an employee is absent for three or more consecutive days on sick leave, the employee shall provide the department director a physician's statement and a return to work notice prior to the department director allowing the employee to return to work. A department director may require a physician's statement and a return to work notice when sick leave is utilized for a period of less than three consecutive days if the director

suspects abuse. If the employee cannot provide the requested physician's statement, the employee shall not receive compensation for the absence and may be subject to disciplinary action.

2. No other form of paid leave for the absence shall be approved if the employee cannot provide a physician's statement and a return to work notice. The absence in the situation shall be charged to unauthorized leave without pay.

C. Authorization. Paid sick leave absence shall be authorized only if the employee has accrued the requisite hours to cover the absence and the physician's statement has been provided by the employee, if required. If the employee has not accrued sufficient hours of sick leave and there is no question regarding the legitimacy of the request for sick leave, leave without pay may be approved and shall be considered a period of temporary disability leave.

D. Accrual.

1. Sick leave is not accrued for time that an employee does not work due to suspension without pay, administrative leave without pay, or any other sick leave identified to be without pay.
2. Regular full-time employees and department directors accrue eight hours of sick leave per month.

E. Conversion of sick leave.

1. Conversion of sick leave to vacation. This conversion requires the recommendation of the director and the approval of the City Manager. The employee may convert accrued sick leave over 200 hours of vacation at the rate of two hours of sick leave for one hour of vacation. Sick converted vacation hours must be used within three weeks from the date the request for conversion is approved. A maximum of 80 hours of sick leave per calendar year may be converted to vacation leave. The converted sick leave to vacation leave may not be converted to cash.
2. Conversion of sick leave. This conversion is subject to the approval of the City Manager. An employee with over 200 hours of sick leave accrued may, during the months of July and December of each years, sell back accrued sick leave over 200 hours at the rate of two hours of sick leave for one hour of pay. The amount that may be converted is subject to the available funds budgeted for the purpose for the year by the City Council and as provided for in administrative directive. No request for conversion will be honored after an employee has been terminated or has submitted a letter of resignation. Any amount of sick leave that is sold back by the employee, under this policy, within 12 months of separation of employment, other than at retirement, shall be reimbursed to the City.

3. Documentation of sick leave accrual as of April 4, 2007. On April 4, 2007 the City shall prepare a documentation memorializing other sick leave accrual of all regular full-time employees as of that day. A copy of the document shall be placed in each employee's personnel file and a copy will be provided to the employee. This document will serve as the basis for determining the level of sick leave conversion at the time of retirement from the City of Las Vegas for each regular full-time employee employed by the City on April 4, 2007. *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*
 4. Conversion of sick leave at time of retirement for employees with 600 hours of accrual or less as of April 4, 2007, and for employees hired after April 4, 2007. Employees with 600 hours or less of sick leave accrual on April 4, 2007, and employees hired after April 4, 2007, shall be eligible for conversion of up to 600 hours of accrued sick leave to early retirement leave. The conversion shall be the rate of one hour of sick leave for one hour of early retirement leave. The official date of retirement shall be documented in writing and signed by the employee prior to the conversion. These employees may choose to sell back up to 600 hours of accrued sick leave at retirement, in lieu of conversion to early retirement leave. The conversion shall be at the rate of two hours of sick leave for one hour of pay. The choice is conversion to early retirement leave or sell back. *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*
 5. Employees with over 600 hours of sick leave accrual on April 4, 2007, shall be eligible for conversion of sick leave to early retirement leave up to the amount of accrual documented on April 4, 2007. The conversion shall occur at the time of retirement and shall be at the rate of one hour of sick leave for one hour of early retirement leave. The official date of retirement from the City shall be documented in writing and signed by the employee prior to the conversion. These employees may choose to sell back accrued sick leave at retirement, in lieu of conversion to early retirement leave up to an amount equal to the eligibility for conversion to early retirement leave. The conversion shall be at the rate of two hours of sick leave for one hour of pay. The choice is conversion to early retirement leave or sell back.
 6. The sell-back and buy-back provisions of this policy are subject to the availability of funds as budgeted for the year by the City Council.
 7. Employees on early retirement are not eligible for any accrual of leave, any increase in pay, or any other form of compensation other than pay for the converted leave at the employee's regular hourly rate. This in no way effects the City's continued contribution to PERA or insurance during early retirement leave. The City continues to contribute the early retiree's PERA insurances until the leave is exhausted.
- F. Sick leave upon separation of employment other than retirement. Accrued sick leave shall be forfeited upon employee's separation of employment from the City of Las Vegas.
- G. Donation of sick leave. Donation of sick leave to another person is prohibited.

H. The City shall establish a sick leave contingency fund to be appropriated and used for no other purpose than to pay for early retirement leave.

19.3 Sick Leave Incentive

Full time employees who use four (4) hours of sick leave or less from January 1, through June 30, will receive eight (8) hours of administrative leave to be used within thirty (30) days.

Full-time employees who use four (4) hours of sick leave or less for the period of July 1, through December 31, will receive eight (8) hours administrative leave to be used within thirty (30) days.

19.4 Bereavement Leave

19.4.1 Emergency annual leave or leave without pay may be granted to an employee to attend the funeral of a relative not included in the "immediate family" group.

19.4.2 Employees will be allowed three (3) workdays of bereavement leave, in the event of a death in the employee's immediate family for each instance where an employee meets the requirements as outlined in this section. Such leave shall be charged to administrative leave.

19.4.3 Additional leave may be granted at the request of the employee. This additional leave shall be charged to sick leave. If the employee does not have any available sick leave, the additional leave shall be charged to annual leave.

19.4.4 Immediate family is defined as parent, legal guardian, grandparent, spouse, father in-law, mother in-law, children (to include step-children), sister, brother, or grandchild of the employee.

19.5 Holiday Leave

19.5.1 Paid Holidays - The City Council shall schedule 92 hours of holiday leave per year to be designated annually by administrative regulation.

19.5.2 Observance - All regular status employees shall be afforded holiday leave as listed in 19.5.1, with the exception of employees who work in departments where continuous operation is necessary to provide adequate service to the public

19.5.3 Holidays which occur during an employee's absence due to vacation or sickness shall not be counted as vacation or sick leave but, instead shall be considered as holiday leave.

19.6 Personal Holiday – Bargaining unit members will follow Personnel Rule §66.54

Each employee shall be granted eight hours per year to be used as personal leave for any reason. The entire eight hours must be used at one time. Personal leave must be used before the last payroll ending in December of each year. If not used during the calendar year, said leave will not be carried into the next calendar year and will be forfeited. Personal leave applies only to regular status employees who have completed their appraisal period.

19.7 Injury Leave - Bargaining unit members will follow Personnel Rule §66.55

A. Injury leave shall be granted to any regular status employee who sustains an injury as a result of or in the course of the performance of his or her job. Injury leave is intended to cover the initial waiting period of seven working days under the State's Workers' Compensation Act. *Editor's Note: See NMSA 1978, § 52-1-1 et seq.* Only one period of injury leave shall be paid for during any occurrence resulting in injury to an employee.

B. Reporting. Any employee injured on the job shall immediately report the injury to his or her supervisor, who shall then report the injury to the Human Resource Department. An employer's first report of injury or illness form, known as the "E-1-2 Form," shall be completed and submitted no later than 48 hours of the injury to the Risk Management Clerk within 48 hours of the injury.

1. If medical attention is required, the injured employee shall immediately report to the City's designated treatment facility for initial treatment. The injured employee will identify himself/herself as an employee of the City of Las Vegas and that the injury is work related and initial treatment of the injury will be provided.
2. After initial treatment, the treatment facility will contact the City's Risk Management Clerk to report status of injury and whether the employee will be able to return to work. Medical reports will be provided to the New Mexico Self Insurer's Fund and to the Human Resource Department as soon as practicable.
3. The designed attending physician will, if necessary, and only after approval by the New Mexico Self Insurer's Fund, refer the injured employee to a physician recommended or referred by the designated attending physician. [Physician(s) on the authorized referral list are physicians who specialize in a particular area of medicine which is required for treatment of the particular injury.]
4. New Mexico Self Insurer's Fund will make the necessary arrangements for doctor appointments, travel and accommodations, if needed. At all times, the City Safety Office and the Human Resource Department will keep in constant communication with the Self Insurer's Fund, designated treatment facility, and the designated treating physician(s) on any and all matters pertaining to the injured worker.

C. After the seventh consecutive calendar day of injury leave, the employee must determine whether he/she will:

1. Use his or her accrued leave, i.e., sick leave or vacation leave at 100% or his or her regular salary. In this case benefits, i.e., PERA, health insurance, and leave accruals, will continue as long as the employee is using accrued leave earned; or
2. The employee wishing to take leave without pay and not use his or her accrued leave will be paid through workers' compensation at the rate of 66 2/3% of his or her regular salary. In this case benefits, i.e., PERA, health insurance, and leave accruals, will cease until such time as the employee returns to work.

D. The employee sustaining a reported on-the-job injury and who, as a result of said injury, is off the job in excess of seven consecutive calendar days, must complete form WC 88-1, and authorize the City to pay them under either Subsection C(1) or (2) herein.

E. In no case will an employee injured on the job be allowed to return to work without a written release from his or her doctor. (Refer to Exhibit B. *Editor's Note: Exhibit B is included at the end of this chapter*)

19.7.1 Family and Medical Leave– The City of Las Vegas will follow the requirements as provided in the Family and Medical Leave Act.

19.8 Temporary Disability Leave - Bargaining unit members will follow Personnel Rule §66.57

A. **Definition.** As used in this section, the following terms shall have the meaning indicated:

TEMPORARY DISABILITY LEAVE

Constitutes a period of leave without pay during which the employee shall retain his or her position and status as an employee of the City. The employee will not accumulate leave or be subsidized for or receive any benefits. However, if the employee wishes to continue his/her insurance coverage, he/she must contact the Human Resource Office to arrange to do so.

B. **Eligibility.** Employees subject to the following conditions shall be eligible for temporary disability leave. Any eligible employee wishing to take temporary disability leave must provide the department director and the Human Resource Director with a doctor's statement of the medical reason for the temporary disability leave.

1. An employee who, for reasons of maternity or related medical conditions, elects to take a temporary leave of absence, is eligible for temporary disability leave. This leave will be administered in concurrence with the Family Medical Leave Act.

2. An employee who has sustained a non-job-related injury or illness is eligible for temporary disability leave.

C. **Petition for extension.** If at the end of the period of temporary disability leave the employee wished to request an extension, the employee must petition the City Manager, who may order, at his discretion, a physical or mental examination to be performed at the City's expense by a City designated physician to establish the fitness of the employee. The City Manager shall determine, after review of the physician's findings, whether the employee will or will not be granted an extended temporary disability leave for a period of up to 30 calendar days or be terminated from the City's employment. The City Manager shall render this decision on the basis of the medical findings and in the best interest of the City.

19.9 Jury Leave - Bargaining unit members will follow Personnel Rule §66.58

A. Jury leave shall be granted to any employee of the City when ordered by the courts to serve on jury duty.

B. Upon being summoned to jury duty, an employee shall immediately notify his/her supervisor of such by presenting the original, official summons or notice immediately. The summons or

notice shall be attached to the employee's weekly timesheet as substantial documentation for the absence. The supervisor shall make necessary arrangements, including work schedule rearrangement, so that the employee may attend jury duty,

- C. If an employee is dismissed by the court for the day or for any reason, and if said dismissal occurs within the employee's regularly scheduled working hours, the employee shall report to his supervisor and assume his regular work duties.
- D. The court will compensate the City for jury leave performed by the City employee at the hourly rate established by the courts. The City shall compensate the employee his/her regular pay for regular work time serviced in the capacity of a juror. The City Finance Department shall receipt the court's compensation to the proper fund. (See Administrative Regulation A-91-69. *Editor's Note. Administrative Regulations are available from the City offices*)

19.10 Military Leave - Bargaining unit members will follow Personnel Rule §66.59

Municipal employees who are members of organized units of the Army or Air National Guard, Army, Air Force, Navy or Marine Reserves shall be given time off not to exceed 15 military calendar days of military leave with pay, annually. When they are ordered to active duty training with such organized units, such leave is to be in addition to other leave or vacation leave with pay to which such employee(s) is otherwise entitled to. The military calendar year begins October 1 and ends September 30.

19.11 Unauthorized Leave - Bargaining unit members will follow Personnel Rule §66.60

- A. Any leave not authorized according to the appropriate rules set forth herein shall be deemed to be an unauthorized absence without pay and may be subject to disciplinary actions.

19.12 Leave Without Pay and Extended Leave Without Pay - Bargaining unit members will follow Personnel Rule §66.61

- A. The employee may request a leave of absence for a period of time not to exceed one year.
 - 1. The employee may request from his/her immediate supervisor, in writing, leave without pay, identifying the length of time and reason for leave. The department director will then forward the request to the City Manager with a recommendation.
 - 2. The City Manager will make a determination whether the leave request should be granted based on the reason for leave and recommendation from the employee's supervisor. The City Manager's decision is final.
- B. Leave will not be granted to an employee for the purpose of accepting other employment. If, at any time, the employee is found to be employed elsewhere, this shall be cause for termination.

19.14 Administrative Leave— The City Manager may, on occasion, grant up to four hours of administrative leave to all employees. Such administrative leave shall be granted for only those employees who are scheduled to work on the day such leave is granted. For **bargaining** unit employees who are not able to take the administrative leave because of their work schedule,

these employees shall be allowed to take the time off within the following five-day work period
as scheduled by management.

ARTICLE 20. HOLIDAYS

- A. The City Council shall schedule ninety-two hours of holiday leave per year to be designated annually by administrative regulation.
- B. Each employee shall be granted eight (8) hours per year (personal holiday) to be used as personal leave for any reason. The entire eight (8) hours must be used at one time. Personal leave must be used before the last payroll ending in December of each year. If not used during the calendar year, said leave will not be carried into the next calendar year and will be forfeited. Personal leave applies only to regular status employees who have completed their probationary period. Such time shall be scheduled subject to the agreement of the employee and his/her supervisor.

ARTICLE 21. LEAVE WITHOUT PAY

- A. All requests for leave without pay require a recommendation from the department head or his/her designee, and any request for leave without pay requires approval from the City Manager.
- B. Local Union officers and stewards may be allowed leave without pay for legitimate Union business such as Union membership meetings, Union conventions, conferences, seminars, and workshops. Upon approval, the employees shall have the option of utilizing any accumulated vacation in lieu of taking such leave without pay. Such approval shall be considered on a case-by-case basis.
- C. Time taken off as leave without pay, in conjunction with paragraph (B), of this section shall be counted as continuous service for calculating seniority.
- D. AFSCME Local 2851 officers may use up to 160 hours of combined leave without pay per year as needed to administer, educate, and facilitate the needs and responsibilities of the membership. This leave is subject to the staffing requirements of the City.

ARTICLE 22. FURLOUGH, LAYOFF, AND RECALL

- A. Upon determination by the Employer that a layoff or furlough of bargaining unit employees is deemed necessary, the Employer shall prepare and submit to the Union a written plan justifying the need for a layoff or furlough.
- B. Prior to any layoff or furlough, the City Manager will meet and confer with the Union to determine if any other cost-cutting measures can be initiated to avoid the layoff or furlough.
- C. Within seven (7) working days of receipt of a furlough plan, the Union shall develop a list of bargaining unit employees who will voluntarily participate.
- D. Notice: If a layoff or furlough is to be implemented, affected employees shall receive two (2) weeks' written notice.

- E. Wages and Benefits: Upon layoff, laid off employees shall have paid in full all due wages, all accrued annual leave and compensatory time.
- F. Employees will be laid off in reverse order of seniority, based on total years of continuous service with the City of Las Vegas. Employees who accept a lower paying classification as a result of a reduction in work force, will have recall rights to the previous classification held prior to the reduction in work force.
- G. Laid off employees have recall priority over employees applying for a promotion on vacancies within the job classification from which they were laid off.
- H. Employees on layoff status will be given notice of recall according to the following procedure. The City will advise the employee to be recalled by certified or registered mail. Failure on the part of the employee to provide and maintain the correct mailing address will result in the forfeiture of recall rights.
- I. An employee, upon receiving notice of recall will, within five (5) days acknowledge receipt by certified or registered mail or personal service to the Human Resource office advising the City of the date he/she will be available for service. Available date will not be later than fifteen (15) days from the date the employee receives the recall notice. Any employee who fails to meet the deadline identified forfeits all recall rights. An employee shall have six (6) months of recall rights from the date of layoff. The Employer has no further obligation to the employee(s) for recall rights following the six (6) months of layoff.

ARTICLE 23.

SCHEDULING WORK AND LUNCH BREAKS

- A. When the Employer is implementing a long-term change (a change of thirty (30) days or more) in work schedule such change(s) will be posted at the appropriate worksite(s) at least five (5) days prior to the effective date of the change.
- B. The City shall allow two (2) fifteen (15) minute breaks per eight (8) hour shift, which shall be taken on paid time. Break time shall be scheduled by management. Breaks shall be taken at the worksite or the nearest location to the worksite that provides a restroom facility.
- C. The Employer shall give each employee a lunch break of at least thirty (30) minutes, not to exceed an hour, on non-pay status. Lunch breaks will be scheduled by the immediate supervisor.

ARTICLE 24.

OVERTIME/COMPENSATORY TIME

- A. Overtime: The Employer shall compensate bargaining unit employees at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay for hours worked in excess of their normal work week or forty (40) hours (hereinafter referred to as "overtime pay".)
- B. Overtime Scheduling: Each department shall maintain and post a class seniority list. Employees shall be offered overtime work on a rotational basis from that list, the first employee on the list being offered the overtime first. If an employee declines the overtime, the next employee on the list will be offered the overtime, etc., until all the employees on the list have been offered the opportunity to work

overtime. If all employees decline overtime work the Employer shall assign overtime on a rotational basis in reverse order of the class seniority list.

- C. **Compensatory Time:** At the employee's written request, and the Employer's approval, an employee may accrue up to forty (40) hours of compensatory time off ~~(hereinafter referred to as "comp time"), at the rate of one and one-half (1 ½)~~ hours for each hour of time worked. This is in lieu of overtime pay. The date the comp time may be used is to be agreed upon by the supervisor and the employee.

ARTICLE 25. TRAINING AND EDUCATION

- A. Conditions for Full City Payment. Training directed and/or required by the City, shall be paid by the City in full and in accordance with State and City travel policies, as defined by administrative regulations.
- B. Conditions for Reimbursement for Job-Related Training. Employees may request City reimbursement toward any training that is not required by the City but is job related. The Department Director may authorize City reimbursement for such training based on how it relates to the employee's job, the availability of funds for the reimbursement, and provided the training does not interfere with the employee's job performance. Reimbursement funds must be requested prior to participating in the training.
- C. Amount of City Reimbursement. If the Department Director authorizes reimbursement, the City shall pay up to 75% of the cost of the training, based upon adequate documentation provided the employee shows satisfactory completion of said training.
- D. Employee Obligation. As a condition of receiving reimbursement from the City the employee must:
 - 1. Provide documentation to the Department Director indicating the training has been completed with a passing grade of C or better.
 - 2. Employee(s) shall sign an agreement that if he/she should relinquish his/her position with the City for any reason within one (1) year of the completion of the training, the City's contribution toward said training for the past year will be deducted from the employee's final paycheck.

ARTICLE 26. CITYWIDE SAFETY REVIEW COMMITTEE

- A. The purpose of the Safety Committee is to review safety policies and recommend modifications as necessary to the City Manager. The Committee shall meet bi-annually. Management will schedule a meeting in January and July.
- B. In acknowledgment with the City's Safety and Health Policy*, the Safety Committee shall include two bargaining union members.
- C. The AFSCME President shall make his/her appointments of the two bargaining members to the Safety Committee.
- D. Union members may attend safety meetings on paid status.

*Nothing in the City's Safety and Health Policy shall supersede any provisions and protections afforded to the membership of AFSCME Local 2851 in this agreement.

ARTICLE 27. EMPLOYEE PARKING

The Employer will continue to provide employee parking.

ARTICLE 28. MILEAGE AND PER DIEM

Employees required by management to travel out of town to conduct city business will be paid mileage and per diem as required by law. All per diem must be paid to the employees within two (2) weeks of a written request for these funds, and after completion of travel.

ARTICLE 29. DWI/DUI - DRUG AND ALCOHOL ISSUES

- A. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol shall immediately report the incident to his/her Department Director. If the citation is issued on a non-working day, then the incident shall be reported to his/her Department Director on the first workday after the issuance of the citation.
- B. Any employee whose duties and job description require that he/she operate any motorized city-owned vehicle, and who is arrested/cited for Driving While Under the Influence of drugs or alcohol while off-duty, and who does not obtain a limited driver's license pursuant to Section 66-5-35, NMSA 1978 as amended, shall be disciplined as follows:
 - 1. The employee shall be placed on leave without pay on grounds that he/she cannot perform his/her duties as required by the employee's job description until the employee's driver's license has been restored. Restoration of the driver's license must occur within six (6) months from the effective date of the revocation or suspension. Any employee placed on leave without pay pursuant to this section will not receive any City benefits during such absence. Should the employee not have his/her driving privileges restored within six (6) months, the employee shall have provided just cause for termination.
 - 2. If the employee receives a subsequent DWI/DUI citation at any time during employment with the City, the employee shall have provided just cause for termination from employment with the City of Las Vegas.
- C. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol, while operating a City-owned motor vehicle, shall not operate a City vehicle. That employee shall have provided just cause for termination.
- D. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol, while operating a personal motor vehicle while on City time (during the employee's work day), the employee shall have provided just cause for termination. An employee shall be deemed to be on "City time" even while away from regular work hours if he/she is on "on-call" status.

ARTICLE 30. CLASSIFICATION

- A. Consistent with the rights, responsibilities, and obligations of management, the employer will continue to prepare and maintain a Classification Plan which provides for groupings of positions within the City structure. Such classifications are based on the duties, scope of responsibilities, and qualifications.
- B. Employees will be provided a copy of any changes that are made to their job description. Nothing shall prevent the employee or the Union from bringing issues related to the employees' job description to the attention of management.
- C. Employees will not be required to perform duties that are not related to the employee's assigned classification as a regular assignment. Employees may be required to perform job related duties as necessary or assigned by their supervisor. Qualified employees assigned by their supervisor to perform duties for a higher classification will be paid within the pay range of the higher classification.

ARTICLE 31. STATE CERTIFICATION

- A. The City will continue the current practice and policy of paying for annual certification and examination fees up to a maximum of two examinations for each certification level. Should such examination take place during the employee's regular work hours, time required for testing and reasonable travel time and vehicle will be given.
- B. Employees required to maintain a state certification as a condition of continued employment will receive mileage and per diem in accordance with the state law when required to travel out of town to take the required training and/or exams.

ARTICLE 32. RESIGNATION

An employee wishing to resign employment with the City of Las Vegas in good standing shall submit his/her resignation fourteen (14) calendar days prior to the effective date of the resignation. Once a resignation is submitted, an employee may request to withdraw his/her resignation by submitting the request in writing within forty-eight (48) hours. Upon mutual agreement of the parties, the forty-eight (48) hours standard may be waived.

ARTICLE 33. NEGOTIATING PROCEDURE

Negotiations and impasse resolution will be conducted in accordance with Chapter 48. Labor Management Relations of the City of Las Vegas Code.

ARTICLE 34. NEW EMPLOYEE ORIENTATION

The employer shall provide to the Union a list of all AFSCME eligible employees prior to the completion of the employee's six month probation.

The notification will be sent via email to the Union President or his/her designee.

The Union may then schedule a time to meet with the Union eligible employee on non-work time.

ARTICLE 35. BENEFITS

- A. Medical: The City will pay 75% of the premium for those employees who choose to participate and the employee will pay 25% of the premium.
- B. Life Insurance: The City will continue to provide the current coverage.
- C. The City will continue to pay its share of the medical insurance premium as required by the Family Medical Leave Act as it relates to employees on approved leave.

ARTICLE 36. INCREMENT PAY/LONGEVITY

~~Fiscal Year 2020-21 — All bargaining unit employees will continue to receive a \$.13 increase to the employee's regular hourly rate of pay. The increase will begin on the employee's anniversary date.~~

Beginning July 1, 2022, all bargaining unit employees will receive a \$0.19 increase to the employee's regular hourly rate.

Employees will be paid a \$0.10 increase for the time period of July 1, 2021 through December 31, 2021 on the first pay period of January 2022 in a lump sum.

From January 1, 2022 to June 30, 2022 all bargaining unit employees shall continue to receive \$0.13 to the employee's regular hourly rate.

ARTICLE 37. COMPENSATION

~~Fiscal Year 2020-21 — All bargaining unit employees will receive a \$.62 increase to the employee's regular hourly rate of pay. The increase is effective the first full pay period after ratification and signature of the Agreement or resolution of impasse, whichever is later.~~

Fiscal Year 21-22 – Effective the first full pay period after ratification and signature of the Agreement by the parties or resolution of impasse, whichever is first. All bargaining unit employees will receive a \$.62 increase to the regular hourly rate of pay.

ARTICLE 38. CLOTHING ALLOWANCE/REPLACEMENT

For the period of this Agreement, the clothing replacement shall be administered in accordance with Administrative Regulations. The employer will provide the following every two (2) years:

- Five (5) pants
- Five (5) duty shirts
- One (1) pair of safety footwear which meets or exceeds ASTM F2413-17 standards
- One (1) waterproof winter or summer jacket

The employer will provide one (1) winter or summer coverall as required by the employee's job description every two (2) years.

Uniform items are not intended to be worn outside of work. If the employee can demonstrate to the director that a uniform item was damaged in the line of duty, the employer may replace it. A clothing allowance of \$150.00 will be paid in the off year for replacing damaged and/or worn uniforms.

All employees issued a uniform shall wear the complete uniform during working hours with the exception of the jacket and maintain a professional appearance.

ARTICLE 39. WHOLE AGREEMENT

- A. The parties acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and not removed by law, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. For the life of this Agreement, each party waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement. However, the matters within this Agreement may be amended during the term of this Agreement by mutual written agreement or Memorandum of Understanding (MOU).

ARTICLE 40. GENERAL SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be declared invalid by the Labor Management Relations Board and/or any court of competent jurisdiction, the validity of the remaining portions shall not be affected and shall remain in full force.

Should this occur, either party, within ten (10) days may request in writing, to meet to negotiate a suitable provision to replace the provision held invalid.

ARTICLE 41. TERM OF THE AGREEMENT

This Agreement shall become effective upon ratification and signature of this Agreement or upon resolution of impasse, whichever is later, and shall remain in full force and effect through **June 30, 2025**. Either party may request the reopening of negotiations. The parties may reopen negotiations on Article 37, Compensation, and two (2) other articles identified by each party filing written request to open negotiations no later than January 15th of each year the contract is in effect. Negotiations for a successor full collective bargaining agreement will occur upon written request by a party filed no later than **January 15, 2024**.

Each party will be provided an electronic copy of the Contract in "Word" format.

ARTICLE 42. AUTHORIZED SIGNATURES AND ATTEST

IN WITNESS WHEREOF, the parties have executed the amendments to this Agreement on this

____ day of _____, 2022.

Louie Trujillo, Mayor

Date

Leo Maestas, City Manager

Date

Jeff Rudolph, AFSCME Local 2851 President

Date

ATTEST:

Cassandra Fresquez, City Clerk

Date

Approved as to legal sufficiency only:

Scott Aaron, City Attorney

Date

AFSCME

**American Federation of State, County and
Municipal Employees**



“Working together to make it better!”

**AFSCME LOCAL 2851
and
The City of Las Vegas**



January 12, 2022 through June 30, 2025

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ARTICLE 1. PREAMBLE

- A. The general purpose of this agreement is to provide for orderly and constructive employee relations in the public interest, in the interest of all employees herein covered, and in the interest of the City; to maintain harmony, cooperation and understanding between the Employer and the employees in the Bargaining Unit; to afford protection of the rights and privileges of Bargaining Unit employees and the Employer; and to ensure the continued delivery of services to the citizens of Las Vegas.
- B. The City, the Union, and its members agree that a sincere effort will be made to administer and abide by this agreement in accordance with the negotiated intent terms and provisions for the purpose of maintaining sound labor management relations and consistency with the union's status as exclusive bargaining representative of all employees in the bargaining unit.

ARTICLE 2. RECOGNITION

- A. This Agreement (hereinafter referred to as the "Agreement") has been made and entered into by and between the City of Las Vegas, a municipal corporation (hereinafter referred to as the "Employer" or the "City") and Local 2851 of the American Federation of State, County and Municipal Employees, Council 18. AFL-CIO, representative of the City of Las Vegas' Blue and White Collar employees, (hereinafter referred to as the "Union").
- B. Chapter 48. Labor Management Relation of the city of Las Vegas' Code was enacted "to guarantee employees the right to organize and bargain collectively with their employer, to protect the rights of the employer and to promote harmonious and cooperative relationships between the employer and the employees; and to acknowledge the rights of citizens to the orderly and uninterrupted delivery of services."
- C. This Union is recognized as the exclusive representative for all regular full time city employees regarding all matters pertaining to wages, hours, working conditions, and conditions of employment in the classifications identified in Appendix A and Appendix B of this Agreement.
- D. The appropriate bargaining unit shall not include probationary, supervisory, managerial, or confidential employees.

ARTICLE 3. PRIVATIZATION AND CONTRACTING OUT

- A. The City agrees that prior to privatizing or contracting out bargaining unit positions, the Union will be allowed to submit input in writing no later than ten (10) working days after the notice from the City. Such written notice shall be presented to the City Manager with a copy delivered to the Human Resources Department. A written response shall be given to the Union no later than ten (10) working days after the receipt.

- B. The City agrees that it will notify the Union of any staffing changes that will result in the loss of full time equivalent bargaining unit positions prior to removing those positions from the table of organization.

ARTICLE 4. UNION DUES DEDUCTIONS

Section 1. Payroll Deduction

- A. The Employer shall make employee payroll deductions each pay period for:
 - 1. Union membership dues
- B. All money deducted from wages under this Article shall be remitted to the Union via the Secretary-Treasurer promptly after the pay day covering the pay period deduction.
- C. Payroll deduction authorizations for Union membership dues in the possession of the Employer on the effective date of this Agreement will be honored. The Employer will honor individual payroll deduction authorization forms received after the effective date of the Agreement. The Employer will begin the deduction promptly but in no event, later than one pay period after receipt of the payroll deduction authorization form from the employee or Union.
- D. The duty of the Employer to honor payroll deduction authorizations shall continue until the expiration of this Agreement or until otherwise approved by the Union and notification in writing has been given to the employer by a duly authorized officer.

Section 2. Dues Termination and Reimbursement

- A. Dues deductions may be terminated at the written request of the employee to the Employer and the Union. The revocation form shall be submitted only between November 1, and November 30, of each year to the Personnel Department and the Union for processing.
- B. The Employer shall immediately terminate dues deductions when an employee is transferred out of the bargaining unit or is separated from the City. In the event that dues deductions are to be terminated the Employer shall notify the Union in writing the pay period the termination is effective. Notification shall include the names of the employees whose deductions are being terminated, whether they are dues members and the reason for termination.
- C. If in the event a reimbursement is owed to an employee due to a transfer out of the bargaining unit, the employee shall inform the Secretary-Treasurer, in writing, no later than thirty (30) calendar days after the effective date of the transfer, and provide support documentation indicating the pay periods, amount, and reason for the reimbursement.

Section 3. Dues Amounts

- A. In accordance with the AFSCME Constitution, per capita tax payments increase every year; therefore dues and fair share deductions are increased accordingly. Beginning the last pay period in December of each calendar year for the duration of this Agreement, the dues/fair share deductions shall increase by an amount to

- be set forth in writing by the Union to the Employer from a duly authorized officer.
- B. The increase(s) shall take effect the last pay period in December for the following year.
 - C. If an employee has insufficient earnings for the pay period, no payroll deductions will be made for that employee for that pay period.
 - D. The Union shall indemnify and hold the Employer harmless for any employee claims involving deductions under this article.

ARTICLE 5. UNION RIGHTS

- A. The Union has the right to elect and/or appoint its Union staff, officials, and stewards.
 - 1. The Union President must provide the City Management Team a list by July 1st of each year and within five (5) days of any changes along with their contact information and scope of authority and only the people on the list will be recognized as union officers, stewards and trustees.
- B. The Union officials and stewards may engage in activities and conduct business regarding the negotiations and administration of this Agreement. Such activities will not interfere with the employee's work and shall not be performed during employee's work time except in such circumstances to permit the employee to contact a Union steward or official, time not to exceed five (5) minutes. Union officers/stewards shall be allowed reasonable access and time at the worksites to update bargaining unit employees on Union issues.
- C. The employer will provide the space, and the Union will provide the bulletin board to be used for Union official business and notices. The bulletin board shall not be used to criticize the Union, its officers, members, elected city officials, management, or other city employees.
- D. City facilities commonly used by other civic organizations will also be available for Union activities subject to the same conditions as the civic organizations.
- E. City bargaining unit employees may be granted vacation or leave without pay for union business, with five (5) days prior notice, subject to staffing requirements.
- F. The City Manager shall budget 100 hours of Labor Management Relation Administrative Leave and the employer shall allow the Union President or Vice President and the Chief steward who are employees (hereinafter referred to as "Employee Officials") to attend meetings on paid status. Meetings agreed to by both parties.
- G. The Union President or the Vice President may request approval for the use of Labor-Management Relations Administrative Leave to attempt to resolve a labor management relations issue (potential grievance) that is of mutual concern to the Union and the City Manager. This leave shall be made on the City's regular leave form and is subject to the approval of the City Manager.

ARTICLE 6. MANAGEMENT RIGHTS

The Employer's rights shall include, but are not limited to the following:

- A. To direct and supervise all operations, functions, and the work of the employees;
- B. To hire, layoff, promote, demote, assign, reassign, transfer, discipline, and discharge employees;
- C. To determine what, by whom, and when services will be rendered to the citizens;
- D. To determine staffing requirements, to create or abolish positions, or to eliminate or reorganize work units;
- E. To determine the need for the qualifications of new employees, to determine the qualifications for positions, and to determine qualifications of employees to be considered for transfer or promotion;
- F. To take action as necessary to carry out the mission of the Employer in emergencies; and
- G. The employer retains all rights not specifically limited by this Collective Bargaining Agreement.

ARTICLE 7. NON-DISCRIMINATION AND SEXUAL HARASSMENT

The parties agree that they will not practice nor tolerate discrimination because of race, color, religion, sex, ancestry, national origin, age, disability, marital status, union or non-union membership, union activity, or political affiliation. Sexual harassment will also not be tolerated by the parties.

ARTICLE 8. SENIORITY

- A. City Seniority
City Seniority for the purpose of this agreement is defined as length of continuous service from the last date of hire with the City of Las Vegas. Continuous service shall not be considered to have been interrupted by periods of approved leave without pay or an approved leave of absence.
- B. Department Seniority
Department Seniority is the length of continuous service an employee has in their current department. Department Seniority is broken by voluntary assignment to another department.
- C. Classification Seniority
Classification Seniority is defined as the length of continuous service employees have in their current classification. Classification Seniority begins as of the date of employment in the current classification. Voluntary reassignment, voluntary transfer, voluntary promotion, resignation or termination breaks Classification Seniority.
- D. It is recognized by the parties that seniority will be applied, as required by law, for returning from military leave.

ARTICLE 9. PROGRESSIVE DISCIPLINE

- 9.1 The primary purpose of discipline is to correct unsatisfactory performance and/or misconduct that is below acceptable standards, or contrary to the city's legitimate interests, in a constructive manner that promotes employee responsibility. Progressive discipline will not be utilized when management determines that an employee's action(s) are so egregious that such an approach is inappropriate.
- 9.2 A staff member shall be entitled to union representation at any meeting called to deliver a written warning, administer a letter of reprimand or more severe disciplinary action. The employee may meet with any Union Elected/Steward Official for a period of no more than 15 minutes with pay prior to the meeting to deliver disciplinary action.
- 9.3 Counseling sessions conducted by supervisors are primarily for the purpose of correcting performance or behavior that is below acceptable standards. Counseling discussions are not part of the disciplinary process as defined in 9.5 below and such counseling will not be documented in the employee's official Human Resources file. The supervisor shall retain a dated record of such meeting in a soft file to use only as an aid for their memory.
- 9.4 Disciplinary action will be based on just cause. The degree of discipline will be based on the frequency and severity of the infraction, with the exception of any safety related incidents that may cause serious injury/death to self or others.
- 9.5 Employer may impose any disciplinary action or issue a notice of contemplated action no later than forty-five (45) days after it acquires knowledge of the employee's misconduct for which the disciplinary action is imposed, unless facts and circumstances exist which require a longer period of time. In such cases, the employee will be notified.
- 9.6 The following describes actions used in progressive discipline:
- 9.6.1 Verbal Warning
An employee is issued a verbal warning for minor infractions or to correct minor faults in an employee's job performance. Verbal warnings are issued during a private conference between the supervisor and the employee where the supervisor explains the problem and recommends a process the employee must accomplish to return to satisfactory status.
- 9.6.2 Written Warning
A written warning is issued when an employee fails to correct infractions or faults in job performance after receiving verbal warning(s). A copy of the written warning will be given to the employee and a copy placed in the employee's official personnel file.
- 9.6.3 Letter of Reprimand
The letter should contain a description of the specific problem or offense, the most recent incident and when it occurred, previous unsatisfactory behavior or performance related to the reprimand, and a statement that further unsatisfactory behavior or performance may result in further disciplinary action. The letter of reprimand is issued and discussed with

the employee in a private conference with the supervisor and must have been discussed with the employee previously. A copy of the letter of reprimand will be given to the employee and a copy placed in the employee's official personnel file. The letter of reprimand will also specify a review period, if appropriate, in which the employee's behavior or performance will be reviewed. The length of the review period will be no longer than one year.

If performance or behavior does not improve, one of the following actions may occur:

9.6.4 Suspension

A suspension is a temporary involuntary separation of employment, without pay, for performance or conduct that has not been satisfactorily corrected through the use of oral and written warnings. Suspension may also be used for misconduct or serious violation of policies. Suspensions range from one (1) work day to thirty (30) work days, depending on the seriousness of the problem.

9.6.5 Demotions

A demotion is a formal involuntary downward change on disciplinary reasons. A reduction in pay will be made.

9.6.6 Dismissal/Discharge

A permanent involuntary separation of employment from the city for disciplinary reasons. An employee may be discharged without prior progressive discipline when warranted by the seriousness of the offense.

9.6.7 Progressive Discipline may be used when management believes such method is appropriate. Written Warning will not be used for progressive discipline after one (1) year. Letter of Reprimand will not be used for progressive discipline after two (2) years. This shall in no way prevent the employer from taking severe disciplinary action including dismissal/discharge on the first offense.

9.6.8 An employee against whom any disciplinary action is contemplated may be appealed by the affected employee through the grievance and appeal process as provided in the Agreement under Article 10.

9.6.9 In the case of a suspension, demotion or discharge, the employee will be provided with written charges and afforded the opportunity to respond to the charges prior to the implementation of any disciplinary action by management. Written charges will be presented to the employee once management believes it has sufficient information to proceed with charges against the employee.

9.6.10 In any instance in which a director believe suspension without pay or discharge may be warranted, with the approval from the City Manager, may initially place the employee on administrative leave with pay pending further investigation.

- 9.6.11 Disciplinary action as defined in 9.6.4, 9.6.5 and 9.6.6 may be appealed by the affected employee through the grievance and appeal process as provided in the Agreement under Article 10.
- 9.6.12 If the appeal of the disciplinary action is not satisfactorily resolved at the City Manager level, it may be submitted to final and binding arbitration as per Article 10 of this agreement.
- 9.6.13 If no appeal is requested, the disciplinary action shall be final subject to review by the Human Resource Director/Officer and is subject to the approval and signature of the City Manager.

ARTICLE 9-I. COMPLIANCE WITH LAWS

Written personnel policies and procedures shall be applied to all employees. Accommodations made to persons determined by the Employer to be qualified individuals with a disability shall not serve as precedent for other employees. With the exception of personnel policies and procedures dealing with compliance with the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Age Discrimination and Employment Act (ADEA), the Family and Medical Leave Act (FMLA), the Equal Pay Act (EPA), and all other applicable federal and state equal employment opportunity laws and regulations, alleged violations of this article may be grieved in accordance with the Grievance Procedure.

ARTICLE 10. GRIEVANCE, APPEAL, AND ARBITRATION PROCEDURE

- A. Grievance is defined as a written formal complaint alleging a violation, misapplication, or misinterpretation of any of the provisions of this Agreement or City Personnel Rules and Regulations. Appeal of suspension, demotion or discharge only shall also be accomplished through this process.
- B. Grievances/appeals shall be filed by the individual employees or by the exclusive representative on behalf of an individual employee or a group of employees. The grievance/appeal shall be signed by the aggrieved employee or employees.
- C. An individual employee may present a grievance/appeal under the provisions of this Article without the intervention of the Union and have the grievance/appeal adjusted as long as (1) the adjustment is consistent with the terms of this Agreement, and (2) the employee is responsible for all expenses incurred at any hearing or meeting on a grievance/appeal brought by the individual employee. If the employee elects to bring a representative other than the Union to the grievance/appeal, then the City will require a written waiver of representation from the Union in the action. The Union shall be afforded the opportunity to be present and make its views known. In a situation where the employee has elected not to use the Union's services, and is requesting arbitration the employer and the employee shall deposit \$6000.00 each in an escrow account for the payment of arbitration.
- D. The written grievance/appeal shall include:
 - a. The employee/grievant's name, job, title, department;
 - b. The representative/steward's name, address and telephone number;

- c. The Article(s) of this Agreement or section of the Personnel Rules and Regulations alleged to have been violated;
 - d. The date the incident or violation occurred;
 - e. The Management employee, if any, against whom the action is filed;
 - f. A description of the alleged violation providing more than just the Article or Section identification.
 - g. If the phrase “to be made whole” is used in the relief requested, the grievant shall specify what specific relief is desired. The relief requested shall include a specific statement describing the grievant’s settlement request; and
 - h. The signature and date of the grievant and the Union representative.
- E. The original written grievance/appeal shall be presented to the employee’s Department Head with a copy provided to Human Resources within ten (10) working days of the date the employee knew or reasonably should have known of the issue that generated the grievance/appeal. If the grievance/appeal is not resolved within ten (10) working days of the date the grievance/appeal was filed with the department head, the grievance/appeal may be advanced to the City Manager.
- F. If the issue is not resolved at the Department Head level, the grievance/appeal may be advanced to the City Manager by presenting the written grievance/appeal to the City Manager within fifteen (15) working days of the filing with the Department Head. This means within fifteen (15) working days of the initial filing of the grievance/appeal with the Department Head. The parties will mutually agree on a date, time, and place to meet and attempt to resolve the grievance/appeal. If the issue is not resolved within ten (10) working days of the filing with the City Manager, the grievance/appeal may be advanced to arbitration.
- G. The grievance/appeal is advanced to arbitration by presenting such written notice to the City Manager within fifteen (15) working days of the initial filing at the City Manager level.
- H. Within ten (10) working days of the filing of the written notice of advancement to arbitration, a request for a list of arbitrators for the NM region from the Federal Mediation and Conciliation Service (FMCS) shall be submitted by the Union. Within ten (10) working days of receipt of the arbitrator list, the parties shall meet to select an arbitrator.
- I. The selection of the arbitrator shall be accomplished by the parties alternating striking of names until only one name remains. The remaining name shall be the arbitrator. Who strikes the first name is determined by the flip of a coin.
- J. The Arbitrator shall render a final and binding decision containing findings of fact and conclusions of law within 30 days of the close of the hearing. This decision of the arbitrator is subject to judicial review in accordance with the New Mexico Uniform Arbitration Act. The parties shall share the cost of the arbitrator equally.
- K. The Arbitrator’s duties, responsibilities, and limitations are governed by the City’s Labor Management Relations Ordinance.
- L. This is the only internal grievance and appeal process available to bargaining unit employees.

- M. Working day is defined as days that the administrative offices of the City are open for business. Any deadline that falls on a day that the administrative offices of the City are not open for regular business shall extend into the next day that the City Administrative Offices are open for business.

ARTICLE 11. CALL-IN COMPENSATION

When an employee is called in and required to work for an emergency prior to the beginning of the employee's normal work day, or is called back after the conclusion of the employee's normal work day, the employee will be guaranteed the greater of:

Two (2) hours straight time rate on scheduled work days, and three (3) hours straight time rate on non-scheduled work days

Or

Time and one-half (1 ½) for the actual time worked if such hours exceed forty (40) hours actually worked for the week.

Scheduled work day shall mean a day the employee is normally scheduled to work beginning at 12:01 AM through midnight.

Additional calls that occur during the minimum two (2) hours compensated time are included in the two (2) hours paid. A total of thirty (30) minutes travel time to and from the employee's home shall be considered time worked. Time will begin when the employee receives the assignment and must leave for the assignment within fifteen (15) minutes of being called.

Management acknowledges that it is their responsibility to ensure that call-in compensation is not abused by the employee. Any abuse will be subject to disciplinary action up to and including termination.

ARTICLE 12. ON-CALL ASSIGNMENTS

Employees assigned to On-Call status for a period of seven (7) consecutive days will be paid six (6) hours at straight time for the on-call assignment. The aforementioned hours shall not qualify for, or be used for computing overtime compensation. Such employees shall be ready and available to respond and deliver City services during all of the employees' On-Call assignment. Failure to respond will result in loss of On-Call pay and disciplinary action.

Employees may be permitted to exchange On-Call assignments with another employee no more than three (3) times or 50% of the employee's On-Call time per calendar year, whichever is less. Such exchange requests shall be in writing to the employee's supervisor, and made at least seven (7) calendar days before the beginning of the On-Call assignment at issue. The employee's supervisor or director may, in the supervisor or director's sole discretion, permit all qualified employees to request to cover the On-Call assignment. Said supervisor or director shall have the option to determine which qualified employee, if there is more than one, shall be awarded the

opportunity to accept the On-Call exchange. If said supervisor or director does not elect to open the On-Call exchange to all qualified employees, then the employee requesting to be relieved of the On-Call assignment ("Requesting Employee") shall be responsible to locate and secure a qualified employee to accept and perform the On-Call duties.

An On-Call Exchange form, as provided by the Human Resources Department, shall be completed and signed by the Requesting Employee and the employee accepting the On-Call assignment ("Receiving Employee"), and such request shall be subject to the prior written approval by the department director or department supervisor. In the event that the Receiving Employee fails for any reason to timely respond, timely appear or otherwise cannot be reached by the City regarding the On-Call assignment, then the Requesting Employee shall remain solely liable to appear and perform the On-Call assignment duties. Failure of a Receiving Employee to respond or report for an exchanged On-Call assignment shall result in loss of On-Call pay and disciplinary action. Failure of a Requesting Employee to respond and report for an On-Call assignment, when the Receiving Employee fails to respond or report for the exchanged On-Call assignment, shall result in loss of On-Call pay and disciplinary action.

Once approved in writing, a copy of the On-Call Exchange form will be provided to all signatories, the department (if requested), and the Human Resources Department shall be the sole custodian of the original document, a copy of which shall be placed in the Requesting Employees Human Resources file. If an employee's residence is not located within 21 miles of the City limits, such employee shall not be afforded the privilege, unless prior written authorization is given by the employee's department director, of using a City-owned On-Call vehicle during non-work hours for the employee's On-Call period. Instead, the employee shall use non-City resources to obtain transportation to the designated location whereupon the employee shall pick up a City-owned On-Call vehicle. Compensation shall not be paid to the employee for costs of the employee's transportation to and from the On-Call vehicle pick up location; as such transportation is the sole obligation of the employee. Regarding overtime compensation, if the employee timely reports for the On-Call assignment, the On-Call begins at the time the employee receives the call to report for an On-Call assignment, and the On-Call terminates when the employee arrives home after completing an On-Call assignment and going directly home.

ARTICLE 13. REST PERIOD

- A. Bargaining unit employees shall not be required to work in excess of sixteen (16) consecutive hours.
- B. If an employee is required to work sixteen (16) consecutive hours, he/she is guaranteed an eight (8) hour unpaid rest period or an employee may request vacation leave.
- C. If the employee feels that he/she cannot report to work on a designated emergency and safely perform his/her duties, they shall not be penalized.
- A. If an employee is called out to work a designated emergency after scheduled work hours or on holidays, work shall be paid at time and one half the normal rate of pay, even if the employee works less than forty (40) hours that week.

- B. If the employee reports to work and the supervisor or manager deems them unfit to safely perform his/her duties at any time, then said supervisor or manager has the discretion to send them home with approved unpaid leave or the employee may request to use vacation leave.

ARTICLE 14. LABOR MANAGEMENT MEETINGS

- A. The parties will establish a labor management committee. The Committee will meet on an as needed basis, or at least once quarterly to discuss issues of mutual concern that relate to the administration of this agreement. The Union and the Employer will each appoint two individuals to this committee. The individuals will be identified to the other party in writing for each meeting. The date, time and place of such meeting shall be by mutual agreement of the parties.
- B. This committee has no authority to negotiate any changes to this Agreement.

ARTICLE 15. SAFETY

Safety is an integral part of the responsibilities of all employees. The employer will continue to provide healthful and safe working conditions. Employees shall comply with such rules, regulations, and practices as may be prescribed for the conduct of employees in order to provide a safe work environment, in acknowledgment with the City's Safety and Health Policy.* The employee shall notify his/her immediate supervisor immediately of any unsafe or hazardous working conditions or workplace injury or accident. The Employer will take appropriate action to correct unsafe or hazardous working conditions as required by law. The parties will meet to discuss health and safety issues of mutual concern. The time and place for the meetings will be set by mutual agreement of the parties. The Employer, through the Safety Office, will provide safety training on an as needed basis.

*Nothing in the City's Safety and Health Policy shall supersede any provisions and protections afforded to the membership of AFSCME Local 2851 in this agreement.

ARTICLE 16. SAFETY AIDS

The City shall provide Safety Aids needed by employees in the performance of all job related duties. This may include items such as: hard hats, gloves, earplugs, safety glasses, and safety vests.

Rain gear will be provided for employees whose duties are such that they will incur the outdoor elements. Department Directors will determine the type of rain gear needed for their individual department needs, which will be no less than a rain poncho.

A five (5) gallon water container with cold water will be provided to all crews working away from the City facilities.

ARTICLE 17. PERSONNEL RECORDS

- A. The employees' Official Personnel files will be maintained in the Human Resources Office. Employees, or their designee by written authorization, may review the employees' files by appointment during the regular business hours of the Human Resources Office. Such review shall not interfere with the employees' work time and shall be done on the employees' own time.
- B. Employees may obtain copies of material in their personnel file on an annual basis.
- C. Employees may submit a rebuttal to any material that is placed in the employee's personnel file. Such rebuttal must be submitted within seven (7) calendar days of the effective date of the material in question.
- D. Employees may request in writing that letters of commendation or certificates of completion of training be placed in their file. The Human Resources Officer shall determine if such material is appropriate for placement in the employee's file.
- E. The Human Resource Personnel file is the official employment history of the employee and shall not be purged except by order of an arbitrator or judge of competent jurisdiction.

ARTICLE 18. VACANCIES

- A. A vacancy is a vacant budgeted bargaining unit position that the City decides to fill. Such vacancies will be posted within the City organization for a period of five (5) working days. The posting shall contain the title of the position, the qualifications required, and the deadline for individuals to apply. Qualified in-house applicants will be considered before applicants from outside the City organization. All things being equal the in-house applicant will be given preference.
- B. Promotions: Employees shall be considered for promotions on the basis of qualifications, performance, and attendance. All things being equal Department Seniority and then City Seniority shall be given preference.
- C. Employees applying for a transfer will be considered for a transfer in the same manner as employees applying for promotion.

ARTICLE 19. LEAVES

19.1 Vacation Leave- The City reserves the right to approve, disapprove or schedule an employee's annual leave in response to the needs of the City.

19.1.1 Vacation Leave is accrued at the following rates (pro-rated based on FTE):

0 months – 5 years	8 hours per month
5 years – 15 years	10 hours per month
15 years or more	12 hours per month

- 19.1.2 Vacation leave is earned during actual time worked and during paid leave. Annual leave is not earned during period of unpaid leave.
- 19.1.3 Bargaining Unit employees shall be allowed to accumulate up to 240 hours of vacation leave. At no time shall the employee accumulate more than 240 hours.
- 19.1.4 Scheduling-employees must request and receive approval of leave, in advance. Employees are required to submit requests for leave at a day for a day in advance when the request is for up to two days or less. Any requests for more than two (2) days of leave must be submitted in writing by the employee at the minimum of five days in advance of the requested leave and these requirements do not apply to emergency annual leave requests.
- 19.1.5 Pay for unused vacation leave upon termination – Any vacation leave accumulated but not taken at the time of separation from employment shall be paid in full, not to exceed 240 hours. The separation form must be signed by all appropriate parties prior to the payment of unused vacation leave.
- 19.1.6 Employees on scheduled annual leave when Administrative Leave (e.g. inclement weather) is granted shall have the leave charged unless the City closes for a full day. In cases of Administrative Leave being granted for a full day or more, employee's annual leave will not be charged, and the leave will be charged to Administrative Leave.
- 19.1.7 Upon the death of an employee, from natural or accidental causes, 100% up to 240 hours of the employee's accrued vacation leave shall be converted to a payment to be paid to the employee's estate.

19.2 Sick Leave

- 19.2.1 Sick leave will be accrued at the rate of eight (8) hours per month (pro-rated based on FTE)
- 19.2.2 Sick leave may be used only for the following
- Personal illness or injury (including pregnancy, childbirth, and other related medical conditions).
 - Partial days when an employee, who has been on sick leave, returns to work on a part-time basis.
 - Transporting an immediate family member for medical services
 - Caring for immediate family member, defined as spouse, parent, grandparent or child
- Length of time charged to sick leave under this paragraph shall not exceed three (3) consecutive work days unless the employee is eligible for Family and Medical Leave pursuant to the Family and Medical Leave Act. For those employees who are not eligible for Family and Medical Leave Act leave who are experiencing extreme circumstances covered under this paragraph, more time may be allowed at the discretion of the employee's Department Director, in consultation with Human Resources, with the appropriate documentation.
- Doctor's appointments and other pre-scheduled health-related absences. An employee requesting sick leave for a pre-scheduled appointment must request the leave at least twenty-four (24) hours in advance unless an emergency situation exists as determined by the City.

- 19.2.3 Sick leave is accrued during actual time worked and during paid leave. Sick leave is not earned during period of unpaid leave.
- 19.2.4 Employees are required to call the immediate supervisor when unable to report to work due to illness or injury within one (1) hour of the employee's work shift. The employee shall personally place the call unless extraordinary circumstances exist which render the employee unable to call.
- 19.2.5 When an employee is absent for three (3) consecutive work days due to illness or injury, he/she shall submit to his/her supervisor a "Physician's Statement" certifying that he/she was under the doctor's care during the period of absence and was unable to work. No other form of paid leave for the absence shall be approved if the employee cannot provide the physician statement and a return to work release. The absence in this situation shall be charged to unauthorized leave without pay and may be subject to disciplinary action.
- 19.2.6 In consultation with HR, a supervisor may require a Physician's Statement" for the first day of absence in cases involving reoccurring absences or sick leave abuse.
- 19.2.7 Failure to comply with sick leave practices will result in the employee being placed on unauthorized leave without pay status and may result in disciplinary action.
- 19.2.8 If sick leave hours are exhausted, sick leave will be deducted from vacation or compensatory time.
- 19.2.9 Holidays which occur during sick leave will not be charged to sick leave.
- 19.2.10 Family Medical Leave. Family medical leave will be handled in accordance with Family Medical Leave Act (FMLA).
- 19.2.11 Conversion of sick leave - Bargaining unit members will follow Personnel Rule §66.53, as amended below.

A. Purpose. Paid sick leave absence from work may be authorized for the following purposes and under the following conditions only:

- 1. A regular full-time employee, and to include exempt employees, may request and the City may approve accrued sick leave for sickness, illness, injury, medical treatment, dental appointment, or hospitalization of the employee in situations not compensated for under a disability or workers' compensation program. Sick leave may also be approved for sickness, illness, injury, medical treatment, dental appointment, or hospitalization of a member of the employee's immediate family living in the same household. Sick leave for immediate family will be limited to a maximum of three days per occurrence. "Immediate family," for the purpose of this subsection, shall be defined as parents, grandparents, spouse, or children. Sick leave may also be approved for the death of an immediate family member. Death in the immediate family is addressed in the bereavement leave section of the administrative directives.
- 2. Sick leave is subject to the review, approval, and investigation as deemed appropriate by the immediate supervisor, department director and the Human Resources Department

3. If a pattern of sick leave usage, such as the usage of sick leave on the day before or the day after the employee's days off or a holiday, can be established, the supervisor and/or the director may deny pay for sick leave. Such pattern of sick leave usage/abuse may be cause for disciplinary action.

B. Procedure.

1. An employee must notify his/her supervisor prior to the beginning of the work day if the employee is requesting the use of sick leave. If an employee is absent for three or more consecutive days on sick leave, the employee shall provide the department director a physician's statement and a return to work notice prior to the department director allowing the employee to return to work. A department director may require a physician's statement and a return to work notice when sick leave is utilized for a period of less than three consecutive days if the director suspects abuse. If the employee cannot provide the requested physician's statement, the employee shall not receive compensation for the absence and may be subject to disciplinary action.
2. No other form of paid leave for the absence shall be approved if the employee cannot provide a physician's statement and a return to work notice. The absence in the situation shall be charged to unauthorized leave without pay.

- C. Authorization. Paid sick leave absence shall be authorized only if the employee has accrued the requisite hours to cover the absence and the physician's statement has been provided by the employee, if required. If the employee has not accrued sufficient hours of sick leave and there is no question regarding the legitimacy of the request for sick leave, leave without pay may be approved and shall be considered a period of temporary disability leave.

D. Accrual.

1. Sick leave is not accrued for time that an employee does not work due to suspension without pay, administrative leave without pay, or any other sick leave identified to be without pay.
2. Regular full-time employees and department directors accrue eight hours of sick leave per month.

E. Conversion of sick leave.

1. Conversion of sick leave to vacation. This conversion requires the recommendation of the director and the approval of the City Manager. The employee may convert accrued sick leave over 200 hours of vacation at the rate of two hours of sick leave for one hour of vacation. Sick converted vacation hours must be used within three weeks from the date the request for conversion is approved. A maximum of 80 hours of sick leave per calendar

year may be converted to vacation leave. The converted sick leave to vacation leave may not be converted to cash.

2. Conversion of sick leave. This conversion is subject to the approval of the City Manager. An employee with over 200 hours of sick leave accrued may, during the months of July and December of each years, sell back accrued sick leave over 200 hours at the rate of two hours of sick leave for one hour of pay. The amount that may be converted is subject to the available funds budgeted for the purpose for the year by the City Council and as provided for in administrative directive. No request for conversion will be honored after an employee has been terminated or has submitted a letter of resignation. Any amount of sick leave that is sold back by the employee, under this policy, within 12 months of separation of employment, other than at retirement, shall be reimbursed to the City.
3. Documentation of sick leave accrual as of April 4, 2007. On April 4, 2007 the City shall prepare a documentation memorializing other sick leave accrual of all regular full-time employees as of that day. A copy of the document shall be placed in each employee's personnel file and a copy will be provided to the employee. This document will serve as the basis for determining the level of sick leave conversion at the time of retirement from the City of Las Vegas for each regular full-time employee employed by the City on April 4, 2007.
Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).
4. Conversion of sick leave at time of retirement for employees with 600 hours of accrual or less as of April 4, 2007, and for employees hired after April 4, 2007. Employees with 600 hours or less of sick leave accrual on April 4, 2007, and employees hired after April 4, 2007, shall be eligible for conversion of up to 600 hours of accrued sick leave to early retirement leave. The conversion shall be the rate of one hour of sick leave for one hour of early retirement leave. The official date of retirement shall be documented in writing and signed by the employee prior to the conversion. These employees may choose to sell back up to 600 hours of accrued sick leave at retirement, in lieu of conversion to early retirement leave. The conversion shall be at the rate of two hours of sick leave for one hour of pay. The choice is conversion to early retirement leave or sell back. *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*
5. Employees with over 600 hours of sick leave accrual on April 4, 2007, shall be eligible for conversion of sick leave to early retirement leave up to the amount of accrual documented on April 4, 2007. The conversion shall occur at the time of retirement and shall be at the rate of one hour of sick leave for one hour of early retirement leave. The official date of retirement from the City shall be documented in writing and signed by the employee prior to the conversion. These employees may choose to sell back accrued sick leave at

retirement, in lieu of conversion to early retirement leave up to an amount equal to the eligibility for conversion to early retirement leave. The conversion shall be at the rate of two hours of sick leave for one hour of pay. The choice is conversion to early retirement leave or sell back.

6. The sell-back and buy-back provisions of this policy are subject to the availability of funds as budgeted for the year by the City Council.
 7. Employees on early retirement are not eligible for any accrual of leave, any increase in pay, or any other form of compensation other than pay for the converted leave at the employee's regular hourly rate. This in no way effects the City's continued contribution to PERA or insurance during early retirement leave. The City continues to contribute the early retiree's PERA insurances until the leave is exhausted.
- F. Sick leave upon separation of employment other than retirement. Accrued sick leave shall be forfeited upon employee's separation of employment from the City of Las Vegas.
- G. Donation of sick leave. Donation of sick leave to another person is prohibited.
- H. The City shall establish a sick leave contingency fund to be appropriated and used for no other purpose than to pay for early retirement leave.

19.3 Sick Leave Incentive

Full time employees who use four (4) hours of sick leave or less from January 1, through June 30, will receive eight (8) hours of administrative leave to be used within thirty (30) days.

Full-time employees who use four (4) hours of sick leave or less for the period of July 1, through December 31, will receive eight (8) hours administrative leave to be used within thirty (30) days.

19.4 Bereavement Leave

- 19.4.1 Emergency annual leave or leave without pay may be granted to an employee to attend the funeral of a relative not included in the "immediate family" group.
- 19.4.2 Employees will be allowed three (3) workdays of bereavement leave, in the event of a death in the employee's immediate family for each instance where an employee meets the requirements as outlined in this section. Such leave shall be charged to administrative leave.
- 19.4.3 Additional leave may be granted at the request of the employee. This additional leave shall be charged to sick leave. If the employee does not have any available sick leave, the additional leave shall be charged to annual leave.
- 19.4.4 Immediate family is defined as parent, legal guardian, grandparent, spouse, father in-law, mother in-law, children (to include step-children), sister, brother, or grandchild of the employee.

19.5 Holiday Leave

19.5.1 Paid Holidays - The City Council shall schedule 92 hours of holiday leave per year to be designated annually by administrative regulation.

19.5.2 Observance - All regular status employees shall be afforded holiday leave as listed in 19.5.1, with the exception of employees who work in departments where continuous operation is necessary to provide adequate service to the public

19.5.3 Holidays which occur during an employee's absence due to vacation or sickness shall not be counted as vacation or sick leave but, instead shall be considered as holiday leave.

19.6 Personal Holiday – Bargaining unit members will follow Personnel Rule §66.54

Each employee shall be granted eight hours per year to be used as personal leave for any reason. The entire eight hours must be used at one time. Personal leave must be used before the last payroll ending in December of each year. If not used during the calendar year, said leave will not be carried into the next calendar year and will be forfeited. Personal leave applies only to regular status employees who have completed their appraisal period.

19.7 Injury Leave - Bargaining unit members will follow Personnel Rule §66.55

A. Injury leave shall be granted to any regular status employee who sustains an injury as a result of or in the course of the performance of his or her job. Injury leave is intended to cover the initial waiting period of seven working days under the State's Workers' Compensation Act. *Editor's Note: See NMSA 1978, § 52-1-1 et seq.* Only one period of injury leave shall be paid for during any occurrence resulting in injury to an employee.

B. Reporting. Any employee injured on the job shall immediately report the injury to his or her supervisor, who shall then report the injury to the Human Resource Department. An employer's first report of injury or illness form, known as the "E-1-2 Form," shall be completed and submitted no later than 48 hours of the injury to the Risk Management Clerk within 48 hours of the injury.

1. If medical attention is required, the injured employee shall immediately report to the City's designated treatment facility for initial treatment. The injured employee will identify himself/herself as an employee of the City of Las Vegas and that the injury is work related and initial treatment of the injury will be provided.
2. After initial treatment, the treatment facility will contact the City's Risk Management Clerk to report status of injury and whether the employee will be able to return to work. Medical reports will be provided to the New Mexico Self Insurer's Fund and to the Human Resource Department as soon as practicable.
3. The designated attending physician will, if necessary, and only after approval by the New Mexico Self Insurer's Fund, refer the injured employee to a physician recommended or referred by the designated attending physician.

[Physician(s) on the authorized referral list are physicians who specialize in a particular area of medicine which is required for treatment of the particular injury.]

4. New Mexico Self Insurer's Fund will make the necessary arrangements for doctor appointments, travel and accommodations, if needed. At all times, the City Safety Office and the Human Resource Department will keep in constant communication with the Self Insurer's Fund, designated treatment facility, and the designated treating physician(s) on any and all matters pertaining to the injured worker.

C. After the seventh consecutive calendar day of injury leave, the employee must determine whether he/she will:

1. Use his or her accrued leave, i.e., sick leave or vacation leave at 100% or his or her regular salary. In this case benefits, i.e., PERA, health insurance, and leave accruals, will continue as long as the employee is using accrued leave earned; or
2. The employee wishing to take leave without pay and not use his or her accrued leave will be paid through workers' compensation at the rate of 66 2/3% of his or her regular salary. In this case benefits, i.e., PERA, health insurance, and leave accruals, will cease until such time as the employee returns to work.

D. The employee sustaining a reported on-the-job injury and who, as a result of said injury, is off the job in excess of seven consecutive calendar days, must complete form WC 88-1, and authorize the City to pay them under either Subsection C(1) or (2) herein.

E. In no case will an employee injured on the job be allowed to return to work without a written release from his or her doctor. (Refer to Exhibit B. *Editor's Note: Exhibit B is included at the end of this chapter*)

19.7.1 Family and Medical Leave– The City of Las Vegas will follow the requirements as provided in the Family and Medical Leave Act.

19.8 Temporary Disability Leave - Bargaining unit members will follow Personnel Rule §66.57

A. Definition. As used in this section, the following terms shall have the meaning indicated:

TEMPORARY DISABILITY LEAVE

Constitutes a period of leave without pay during which the employee shall retain his or her position and status as an employee of the City. The employee will not accumulate leave or be subsidized for or receive any benefits. However, if the employee wishes to continue his/her insurance coverage, he/she must contact the Human Resource Office to arrange to do so.

- B. Eligibility. Employees subject to the following conditions shall be eligible for temporary disability leave. Any eligible employee wishing to take temporary disability leave must provide the department director and the Human Resource Director with a doctor's statement of the medical reason for the temporary disability leave.
1. An employee who, for reasons of maternity or related medical conditions, elects to take a temporary leave of absence, is eligible for temporary disability leave. This leave will be administered in concurrence with the Family Medical Leave Act.
 2. An employee who has sustained a non-job-related injury or illness is eligible for temporary disability leave.
- C. Petition for extension. If at the end of the period of temporary disability leave the employee wished to request an extension, the employee must petition the City Manager, who may order, at his discretion, a physical or mental examination to be performed at the City's expense by a City designated physician to establish the fitness of the employee. The City Manager shall determine, after review of the physician's findings, whether the employee will or will not be granted an extended temporary disability leave for a period of up to 30 calendar days or be terminated from the City's employment. The City Manager shall render this decision on the basis of the medical findings and in the best interest of the City.

19.9 Jury Leave - Bargaining unit members will follow Personnel Rule §66.58

- A. Jury leave shall be granted to any employee of the City when ordered by the courts to serve on jury duty.
- B. Upon being summoned to jury duty, an employee shall immediately notify his/her supervisor of such by presenting the original, official summons or notice immediately. The summons or notice shall be attached to the employee's weekly timesheet as substantial documentation for the absence. The supervisor shall make necessary arrangements, including work schedule rearrangement, so that the employee may attend jury duty,
- C. If an employee is dismissed by the court for the day or for any reason, and if said dismissal occurs within the employee's regularly scheduled working hours, the employee shall report to his supervisor and assume his regular work duties.
- D. The court will compensate the City for jury leave performed by the City employee at the hourly rate established by the courts. The City shall compensate the employee his/her regular pay for regular work time serviced in the capacity of a juror. The City Finance Department shall receipt the court's compensation to the proper fund. (See Administrative Regulation A-91-69. *Editor's Note. Administrative Regulations are available from the City offices*)

19.10 Military Leave - Bargaining unit members will follow Personnel Rule §66.59

Municipal employees who are members of organized units of the Army or Air National Guard, Army, Air Force, Navy or Marine Reserves shall be given time off not to exceed 15 military calendar days of military leave with pay, annually. When they are order to active duty training with such organized units, such leave is to be in addition to other leave or vacation leave with pay to which such employee(s) is otherwise entitled to. The military calendar year begins October 1 and ends September 30.

19.11 Unauthorized Leave - Bargaining unit members will follow Personnel Rule §66.60

- A. Any leave not authorized according to the appropriate rules set forth herein shall be deemed to be an unauthorized absence without pay and may be subject to disciplinary actions.

19.12 Leave Without Pay and Extended Leave Without Pay - Bargaining unit members will follow Personnel Rule §66.61

- A. The employee may request a leave of absence for a period of time not to exceed one year.
 - 1. The employee may request from his/her immediate supervisor, in writing, leave without pay, identifying the length of time and reason for leave. The department director will then forward the request to the City Manager with a recommendation.
 - 2. The City Manager will make a determination whether the leave request should be granted based on the reason for leave and recommendation from the employee's supervisor. The City Manager's decision is final.
- B. Leave will not be granted to an employee for the purpose of accepting other employment. If, at any time, the employee is found to be employed elsewhere, this shall be cause for termination.

19.13 Administrative Leave— The City Manager may, on occasion, grant up to four hours of administrative leave to all employees. Such administrative leave shall be granted for only those employees who are scheduled to work on the day such leave is granted. For bargaining unit employees who are not able to take the administrative leave because of their work schedule, these employees shall be allowed to take the time off within the following five-day work period as scheduled by management.

ARTICLE 20. HOLIDAYS

- A. The City Council shall schedule ninety-two hours of holiday leave per year to be designated annually by administrative regulation.
- B. Each employee shall be granted eight (8) hours per year (personal holiday) to be used as personal leave for any reason. The entire eight (8) hours must be used at one time. Personal leave must be used before the last payroll ending in December

of each year. If not used during the calendar year, said leave will not be carried into the next calendar year and will be forfeited. Personal leave applies only to regular status employees who have completed their probationary period. Such time shall be scheduled subject to the agreement of the employee and his/her supervisor.

ARTICLE 21. LEAVE WITHOUT PAY

- A. All requests for leave without pay require a recommendation from the department head or his/her designee, and any request for leave without pay requires approval from the City Manager.
- B. Local Union officers and stewards may be allowed leave without pay for legitimate Union business such as Union membership meetings, Union conventions, conferences, seminars, and workshops. Upon approval, the employees shall have the option of utilizing any accumulated vacation in lieu of taking such leave without pay. Such approval shall be considered on a case-by-case basis.
- C. Time taken off as leave without pay, in conjunction with paragraph (B), of this section shall be counted as continuous service for calculating seniority.
- D. AFSCME Local 2851 officers may use up to 160 hours of combined leave without pay per year as needed to administer, educate, and facilitate the needs and responsibilities of the membership. This leave is subject to the staffing requirements of the City.

ARTICLE 22. FURLOUGH, LAYOFF, AND RECALL

- A. Upon determination by the Employer that a layoff or furlough of bargaining unit employees is deemed necessary, the Employer shall prepare and submit to the Union a written plan justifying the need for a layoff or furlough.
- B. Prior to any layoff or furlough, the City Manager will meet and confer with the Union to determine if any other cost-cutting measures can be initiated to avoid the layoff or furlough.
- C. Within seven (7) working days of receipt of a furlough plan, the Union shall develop a list of bargaining unit employees who will voluntarily participate.
- D. Notice: If a layoff or furlough is to be implemented, affected employees shall receive two (2) weeks' written notice.
- E. Wages and Benefits: Upon layoff, laid off employees shall have paid in full all due wages, all accrued annual leave and compensatory time.
- F. Employees will be laid off in reverse order of seniority, based on total years of continuous service with the City of Las Vegas. Employees who accept a lower paying classification as a result of a reduction in work force, will have recall rights to the previous classification held prior to the reduction in work force.
- G. Laid off employees have recall priority over employees applying for a promotion on vacancies within the job classification from which they were laid off.
- H. Employees on layoff status will be given notice of recall according to the following procedure. The City will advise the employee to be recalled by

certified or registered mail. Failure on the part of the employee to provide and maintain the correct mailing address will result in the forfeiture of recall rights.

- I. An employee, upon receiving notice of recall will, within five (5) days acknowledge receipt by certified or registered mail or personal service to the Human Resource office advising the City of the date he/she will be available for service. Available date will not be later than fifteen (15) days from the date the employee receives the recall notice. Any employee who fails to meet the deadline identified forfeits all recall rights. An employee shall have six (6) months of recall rights from the date of layoff. The Employer has no further obligation to the employee(s) for recall rights following the six (6) months of layoff.

ARTICLE 23. SCHEDULING WORK AND LUNCH BREAKS

- A. When the Employer is implementing a long-term change (a change of thirty (30) days or more) in work schedule such change(s) will be posted at the appropriate worksite(s) at least five (5) days prior to the effective date of the change.
- B. The City shall allow two (2) fifteen (15) minute breaks per eight (8) hour shift, which shall be taken on paid time. Break time shall be scheduled by management. Breaks shall be taken at the worksite or the nearest location to the worksite that provides a restroom facility.
- C. The Employer shall give each employee a lunch break of at least thirty (30) minutes, not to exceed an hour, on non-pay status. Lunch breaks will be scheduled by the immediate supervisor.

ARTICLE 24. OVERTIME/COMPENSATORY TIME

- A. Overtime: The Employer shall compensate bargaining unit employees at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay for hours worked in excess of their normal work week or forty (40) hours (hereinafter referred to as "overtime pay".)
- B. Overtime Scheduling: Each department shall maintain and post a class seniority list. Employees shall be offered overtime work on a rotational basis from that list, the first employee on the list being offered the overtime first. If an employee declines the overtime, the next employee on the list will be offered the overtime, etc., until all the employees on the list have been offered the opportunity to work overtime. If all employees decline overtime work the Employer shall assign overtime on a rotational basis in reverse order of the class seniority list.
- C. Compensatory Time: At the employee's written request, and the Employer's approval, an employee may accrue up to forty (40) hours of compensatory time off (hereinafter referred to as "comp time"), at the rate of one and one-half (1 ½) hours for each hour of time worked. This is in lieu of overtime pay. The date the comp time may be used is to be agreed upon by the supervisor and the employee.

ARTICLE 25. TRAINING AND EDUCATION

- A. Conditions for Full City Payment. Training directed and/or required by the City, shall be paid by the City in full and in accordance with State and City travel policies, as defined by administrative regulations.
- B. Conditions for Reimbursement for Job-Related Training. Employees may request City reimbursement toward any training that is not required by the City but is job related. The Department Director may authorize City reimbursement for such training based on how it relates to the employee's job, the availability of funds for the reimbursement, and provided the training does not interfere with the employee's job performance. Reimbursement funds must be requested prior to participating in the training.
- C. Amount of City Reimbursement. If the Department Director authorizes reimbursement, the City shall pay up to 75% of the cost of the training, based upon adequate documentation provided the employee shows satisfactory completion of said training.
- D. Employee Obligation. As a condition of receiving reimbursement from the City the employee must:
 - 1. Provide documentation to the Department Director indicating the training has been completed with a passing grade of C or better.
 - 2. Employee(s) shall sign an agreement that if he/she should relinquish his/her position with the City for any reason within one (1) year of the completion of the training, the City's contribution toward said training for the past year will be deducted from the employee's final paycheck.

ARTICLE 26. CITYWIDE SAFETY REVIEW COMMITTEE

- A. The purpose of the Safety Committee is to review safety policies and recommend modifications as necessary to the City Manager. The Committee shall meet bi-annually. Management will schedule a meeting in January and July.
- B. In acknowledgment with the City's Safety and Health Policy*, the Safety Committee shall include two bargaining union members.
- C. The AFSCME President shall make his/her appointments of the two bargaining members to the Safety Committee.
- D. Union members may attend safety meetings on paid status.

*Nothing in the City's Safety and Health Policy shall supersede any provisions and protections afforded to the membership of AFSCME Local 2851 in this agreement.

ARTICLE 27. EMPLOYEE PARKING

The Employer will continue to provide employee parking.

ARTICLE 28. MILEAGE AND PER DIEM

Employees required by management to travel out of town to conduct city business will be paid mileage and per diem as required by law. All per diem must be paid to the employees within two (2) weeks of a written request for these funds, and after completion of travel.

ARTICLE 29. DWI/DUI - DRUG AND ALCOHOL ISSUES

- A. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol shall immediately report the incident to his/her Department Director. If the citation is issued on a non-working day, then the incident shall be reported to his/her Department Director on the first workday after the issuance of the citation.
- B. Any employee whose duties and job description require that he/she operate any motorized city-owned vehicle, and who is arrested/cited for Driving While Under the Influence of drugs or alcohol while off-duty, and who does not obtain a limited driver's license pursuant to Section 66-5-35, NMSA 1978 as amended, shall be disciplined as follows:
 - 1. The employee shall be placed on leave without pay on grounds that he/she cannot perform his/her duties as required by the employee's job description until the employee's driver's license has been restored. Restoration of the driver's license must occur within six (6) months from the effective date of the revocation or suspension. Any employee placed on leave without pay pursuant to this section will not receive any City benefits during such absence. Should the employee not have his/her driving privileges restored within six (6) months, the employee shall have provided just cause for termination.
 - 2. If the employee receives a subsequent DWI/DUI citation at any time during employment with the City, the employee shall have provided just cause for termination from employment with the City of Las Vegas.
- C. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol, while operating a City-owned motor vehicle, shall not operate a City vehicle. That employee shall have provided just cause for termination.
- D. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol, while operating a personal motor vehicle while on City time (during the employee's work day), the employee shall have provided just cause for termination. An employee shall be deemed to be on "City time" even while away from regular work hours if he/she is on "on-call" status.

ARTICLE 30. CLASSIFICATION

- A. Consistent with the rights, responsibilities, and obligations of management, the employer will continue to prepare and maintain a Classification Plan which provides for groupings of positions within the City structure. Such classifications are based on the duties, scope of responsibilities, and qualifications.
- B. Employees will be provided a copy of any changes that are made to their job description. Nothing shall prevent the employee or the Union from bringing issues related to the employees' job description to the attention of management.
- C. Employees will not be required to perform duties that are not related to the employee's assigned classification as a regular assignment. Employees may be required to perform job related duties as necessary or assigned by their supervisor. Qualified employees assigned by their supervisor to perform duties for a higher classification will be paid within the pay range of the higher classification.

ARTICLE 31. STATE CERTIFICATION

- A. The City will continue the current practice and policy of paying for annual certification and examination fees up to a maximum of two examinations for each certification level. Should such examination take place during the employee's regular work hours, time required for testing and reasonable travel time and vehicle will be given.
- B. Employees required to maintain a state certification as a condition of continued employment will receive mileage and per diem in accordance with the state law when required to travel out of town to take the required training and/or exams.

ARTICLE 32. RESIGNATION

An employee wishing to resign employment with the City of Las Vegas in good standing shall submit his/her resignation fourteen (14) calendar days prior to the effective date of the resignation. Once a resignation is submitted, an employee may request to withdraw his/her resignation by submitting the request in writing within forty-eight (48) hours. Upon mutual agreement of the parties, the forty-eight (48) hours standard may be waived.

ARTICLE 33. NEGOTIATING PROCEDURE

Negotiations and impasse resolution will be conducted in accordance with Chapter 48. Labor Management Relations of the City of Las Vegas Code.

ARTICLE 34. NEW EMPLOYEE ORIENTATION

The employer shall provide to the Union a list of all AFSCME eligible employees prior to the completion of the employee's six month probation.

The notification will be sent via email to the Union President or his/her designee.

The Union may then schedule a time to meet with the Union eligible employee on non-work time.

ARTICLE 35. BENEFITS

- A. Medical: The City will pay 75% of the premium for those employees who choose to participate and the employee will pay 25% of the premium.
- B. Life Insurance: The City will continue to provide the current coverage.
- C. The City will continue to pay its share of the medical insurance premium as required by the Family Medical Leave Act as it relates to employees on approved leave.

ARTICLE 36. INCREMENT PAY/LONGEVITY

Beginning July 1, 2022, all bargaining unit employees will receive a \$0.19 increase to the employee's regular hourly rate.

Employees will be paid a \$0.10 increase for the time period of July 1, 2021 through December 31, 2021 on the first pay period of January 2022 in a lump sum.

From January 1, 2022 to June 30, 2022 all bargaining unit employees shall continue to receive \$0.13 to the employee's regular hourly rate.

ARTICLE 37. COMPENSATION

Fiscal Year 21-22 – Effective the first full pay period after ratification and signature of the Agreement by the parties or resolution of impasse, whichever is first. All bargaining unit employees will receive a \$.62 increase to the regular hourly rate of pay.

ARTICLE 38. CLOTHING ALLOWANCE/REPLACEMENT

For the period of this Agreement, the clothing replacement shall be administered in accordance with Administrative Regulations. The employer will provide the following every two (2) years:

- Five (5) pants
- Five (5) duty shirts
- One (1) pair of safety footwear which meets or exceeds ASTM F2413-17 standards
- One (1) waterproof winter or summer jacket

The employer will provide one (1) winter or summer coverall as required by the employee's job description every two (2) years.

Uniform items are not intended to be worn outside of work. If the employee can demonstrate to the director that a uniform item was damaged in the line of duty, the employer may replace it. A clothing allowance of \$150.00 will be paid in the off year for replacing damaged and/or worn uniforms.

All employees issued a uniform shall wear the complete uniform during working hours with the exception of the jacket and maintain a professional appearance.

ARTICLE 39. WHOLE AGREEMENT

- A. The parties acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and not removed by law, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. For the life of this Agreement, each party waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement. However, the matters within this Agreement may be amended during the term of this Agreement by mutual written agreement or Memorandum of Understanding (MOU).

ARTICLE 40. GENERAL SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be declared invalid by the Labor Management Relations Board and/or any court of competent jurisdiction, the validity of the remaining portions shall not be affected and shall remain in full force.

Should this occur, either party, within ten (10) days may request in writing, to meet to negotiate a suitable provision to replace the provision held invalid.

ARTICLE 41. TERM OF THE AGREEMENT

This Agreement shall become effective upon ratification and signature of this Agreement or upon resolution of impasse, whichever is later, and shall remain in full force and effect through June 30, 2025. Either party may request the reopening of negotiations. The parties may reopen negotiations on Article 37, Compensation, and two (2) other articles identified by each party filing written request to open negotiations no later than January 15th of each year the contract is in effect. Negotiations for a successor full collective bargaining agreement will occur upon written request by a party filed no later than January 15, 2024.

Each party will be provided an electronic copy of the Contract in "Word" format.

ARTICLE 42. AUTHORIZED SIGNATURES AND ATTEST

IN WITNESS WHEREOF, the parties have executed the amendments to this Agreement on this

____ day of _____, 2022.

Louie Trujillo, Mayor

Date

Leo Maestas, City Manager

Date

Jeff Rudolph, AFSCME Local 2851 President

Date

ATTEST:

Cassandra Fresquez, City Clerk

Date

Approved as to legal sufficiency only:

Scott Aaron, City Attorney

Date



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: January 12, 2022

Date Submitted: 01/04/22

Department: Human Resources

Item/Topic: Consideration to approve a Professional Services Agreement between the City of Las Vegas and White Sands Drug and Alcohol Compliance. Four (4) quotes were solicited with two (2) written bids received and two (2) no bids. Out of the two (2) written bids received, White Sands Drug and Alcohol Compliance was the only vendor that met all requirements of the services needed for the City of Las Vegas Drug and Alcohol Program Management System.

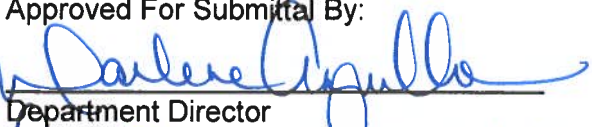
Fiscal Impact: Unknown

Attachments: Draft Professional Services Agreement between the City of Las Vegas and White Sands Drug and Alcohol Compliance.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

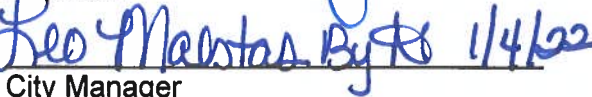
Approved For Submittal By:

Reviewed By:



Department Director

Finance Director



City Manager

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND WHITE SANDS DRUG & ALCOHOL
COMPLIANCE**

This Professional Services Agreement (“Agreement” or “Contract”) is hereby made and entered into this _____ day of _____, 2022 (“Effective Date”) by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”), 1700 North Grand Avenue, Las Vegas, New Mexico 87701 and White Sands Drug & Alcohol Compliance (“Contractor”), 1110 Washington Avenue, Alamogordo, NM 88310. Throughout this Agreement, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to collectively as “Parties”.

Recitals

Whereas, the City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

Whereas, the Contractor desires to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

Now, therefore, in consideration of the foregoing recitals and any attachments or exhibits to this Agreement, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the City agree as follows:

1. SCOPE OF SERVICES:

- a. Contractor shall provide the Services as described in Exhibit A (“Services”), which shall be incorporated herein as though set forth in full. Contractor represents that it meets the requirements set forth in Department of Transportation, Federal Highway Administration (FHWA) and Pipeline & Hazardous Materials Safety Administration (PHMSA) and Non-Department of Transportation “Safety Sensitive”, Third Party Administration and Consortium Management of mobile, on-site, urine and other collection for drug and breath alcohol testing and is qualified by reason of competence, training, and experience to provide the Services.
- b. Contractor shall supervise and direct the Services, using its best skill and attention and the City shall not have authority to supervise or control the Services of Contractor or Contractor’s employees. Contractor shall be solely responsible for all means, methods, techniques, sequences, procedures and for coordinating all portions of the Services.
- c. Contractor is not entitled to worker’s compensation or any other benefits from the City.

- d. Contractor is free to establish and control its times of performance of the Services and the City shall not dictate times of performance.
- e. Contractor is not required to perform Services exclusively for the City during the term of this Agreement.
- f. The City and Contractor will retain separate business operations.

2. INDEPENDENT CONTRACTOR:

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, New Mexico revenue and taxation laws, New Mexico worker's compensation law, and New Mexico unemployment insurance law. Contractor will retain sole and absolute discretion and judgment in the manner and means of carrying out Contractor's activities and responsibilities hereunder. Contractor agrees that it is a separate and independent enterprise from the City, and that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Services. This Contract shall not be construed as creating any joint employment relationship between Contractor and the City, and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

- 3. **EMPLOYEES:** Contractor's employees, if any, who perform services for the City under shall also be bound by the provisions of this Agreement. Contractor shall not subcontract any services to be performed under this contract unless City gives prior written approval.
- 4. **LABOR AND MATERIALS:** Contractor shall provide and pay and shall insure under the requisite laws and regulations for all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Services. Contractor shall provide and pay and insure for all tools necessary for the Services.
- 5. **PERMITS AND FEES AND TAXES:** Contractor shall secure and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.
- 6. **INDEMNIFICATION:** Contractor and its successors and assigns, shall appear, defend, indemnify and hold harmless the City, members of the City's governing body, its Professional Services Agreement with White Sands Drug & Alcohol Compliance

officers, agents, representatives, successors and assigns from and against all claims of any character or nature, demands, suits, actions, costs, including, but not limited to, wages or overtime compensation due employees in rendering Services under this Agreement, costs of defense, attorney's fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, arising out of the Services performed under the terms of this Agreement, or on account of any act or omission by Contractor or its agents, employees or representatives, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of Contractor, its agents, employees or representatives to fulfill Contractor's obligations under this Agreement. It is the intent of the parties to this Agreement that the City shall, in all instances, be indemnified against all liability losses, and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Agreement. The provisions of this paragraph shall survive termination of this Agreement.

7. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New Mexico, and the venue for any litigation shall be the Fourth Judicial District Court in Las Vegas, New Mexico.
8. **INSURANCE:** Contractor shall purchase and maintain professional liability insurance and provide such proof to the City as a condition of this Agreement.
9. **CONTRACT FEE:** Contractor shall be as set forth in Exhibit B attached hereto and made a part hereof. Contractor shall present his/her bill for services provided as set forth in Exhibit A, including reimbursable expenses. The City shall promptly pay said bill to Contractor. The City's payment shall be made only in the name of Contractor appearing on this written Agreement.
10. **CONTRACT TERM:** The term of this Agreement will commence on the Effective Date and expire 364 days after the Effective Date, but may be extended from year to year by addendum for a maximum of four (4) consecutive years.
11. **TERMINATION:** Either party may terminate this Agreement by providing thirty (30) days written notice. In such event, the City will continue to assign cases to Contractor for thirty (30) days in accordance with existing standard case assignment procedures and the City will compensate Contractor with a final payment according to the current payment schedule. At the end of thirty (30) days following notice, the City will cease assigning cases to Contractor, no further compensation will be paid, and Contractor will continue to represent remaining clients as required in this Agreement until final disposition of the clients' case(s). Contractor may request reassignment of a case(s) to another Public Defender. In such situations, Contractor will rebate to the City compensation calculated by multiplying the number of such reassigned cases by the current per-case rate in effect under the terms of the current agreement.

- 12. SUCCESSORS AND ASSIGNS:** The Parties each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement. Contractor shall not assign the Agreement, whether in whole or in part. Nor shall Contractor assign any monies due or to become due to it hereunder without the previous written consent of the City.
- 13. RIGHTS AND REMEDIES:** The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any action or failure to act constitute an approval of or acquiescence of any alleged changes hereunder, except as may be specifically agreed in writing.
- 14. SEVERABILITY:** If any provisions of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- 15. NOTICES:** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when in person or deposited in the United States mail, postage pre-paid to the addresses listed below:

IF FOR THE CITY:

City of Las Vegas
Attn: Human Resource Department
1700 North Grand Avenue
Las Vegas, NM 87701
(505) 454-1401

IF FOR THE CONTRACTOR:

White Sands Drug & Alcohol Compliance
1110 Washington Avenue
Alamogordo, NM 88310
(575) 434-8734 or (575) 434-8733

In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS

CONTRACTOR:

Approved By:

Leo Maestas, City Manager

Signature

Attest:

Casandra Fresquez, City Clerk

Approved as to legal sufficiency:

Scott Aaron, City Attorney

EXHIBIT A

SCOPE OF SERVICES

1. Policy Development as requested.
2. Drug & Alcohol supervisor and/or employee training as required.
3. Mobile or fixed-site collections for urine drug screens (includes instant testing method as requested) and breath alcohol testing. Fixed sites may be used for post accidents with no charge. Any other test fees will be passed through to the City. Type of tests to be performed as required or requested:

Department of Transportation (DOT) Urine: Pre-employment, Random, Post-Accident, Return-to-Duty, Follow-Up

Department of Transportation (DOT) Breath: Random, Post-Accident, Return-to-Duty, Follow-Up

Safe Urine (Non-DOT Testing): Pre-employment, Random, Post-accident, Return-to-Duty, Follow-Up

Safe Breath (Non-DOT Testing): Random, Post-Accident, Return-to-Duty, Follow-Up

Instant testing (Non-DOT Urine Testing) as requested: Pre-Employment, Post-Accident and Reasonable Suspicion

4. Maintaining current random selection data basing.
5. Conducting random selections and client notifications of dates for testing.
6. Quarterly and annual reporting.
7. Regulatory audit assistance at the request of the City.

EXHIBIT B

CONTRACT FEE SCHEDULE

ITEM	DESCRIPTION	COST PLUS TAX
DOT and NON-DOT BREATH	White Sands Drug & Alcohol Compliance will provide collection forms, kits, specimen collection, and shipping for lab OR rapid tests. Includes necessary MRO and Laboratory Fees.	\$ 75.00
DOT and NON-DOT BREATH	White Sands Drug & alcohol Compliance will provide test forms, expendables, specimen collection. Includes gross receipts tax and confirmation testing.	\$ 45.00
MILEAGE	Never charged for scheduled testing such as random and pre-employment.	\$ 0.54 per mile
FUEL SURCHARGE	There will be a 9% fuel surcharge on all services.	←
POLICY	FMCSA and Non-DOT drug and alcohol compliance policy. Updated as regulations require or customer requests.	\$350.00 Annually
	PHMSA drug and alcohol compliance policy.	\$400.00 Annually
THIRD PARTY ADMINISTRATION Or CONSORTIUM MANAGEMENT	Third party administration of your DOT and NON-DOT program includes: 1) maintaining your employees in our computer system 2) random selections and notifications 3) receiving and maintaining all test results and result notifications back to you 4) data basing the results 5) quarterly and annual reporting requirements 6) Liaison between the MRO and Lab 7) Telephone and mailing	Annual fee of \$2,000.00/contract year

Professional Services Agreement with White Sands Drug & Alcohol Compliance

	expenses	
SUPERVISOR and/or EMPLOYEE TRAINING	DOT required reasonable suspicion training for supervisors and/or employees. Drug & Alcohol Policy Training	\$35.00 per employee/per class
AFTER HOURS/CALLOUT	After hours and weekend testing will incur 1) A Callout fee of \$75.00 will be added to ANY drug and/or alcohol test that requires a collector to return to the office or go on-site to conduct said test after normal business hours. 2) Any drug and/or alcohol test conducted after 11pm on any day will incur an ADDITIONAL fee of \$100 for afterhours testing.	1) \$75.00 per 2) \$100.00 per
AUDIT ASSISTANCE	On-site assistance with compliance audit of Drug and Alcohol Testing	\$150.00 per day plus mileage
STEROID TEST	Lab based steroid test to include collection, kit, Medical Review Officer (MRO), result of all anabolic steroids.	\$250.00
FA/CPR TRAINING DDC TRAINING	National Safety Council FA/CPR Training National Safety Council Defensive Driving	\$50.00 per student
OTHER FEES	If an employee is required to do an observed collection, there will be a fee. (Male employee/Male observer, Female employee/Female observer)	\$50.00

These fees shall be payable net fifteen (15) days from date of invoice, with a late fee of \$50.00 added for every thirty (30) days the invoice remains unpaid after the initial thirty (30) days. Upon termination of this Agreement, payment under this paragraph shall cease; however, White Sands Drug & Alcohol Compliance shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which White Sands Drug & Alcohol Compliance has not yet been paid.



Approval Form

Date Submitted: 12/30/21

Department Submitting: Human Resource Submitter: Darlene Arguello

Date Re-Submitted after Changes: _____

Documents To Be Reviewed: White Sands Drug & Alcohol Compliance Contract
Deadline: _____

Upon Completion and Approval of Review: *(Please indicate here if you want to pick-up your documents after step 1 is approved or have them delivered for you to the next approving step):*

Comments: _____

The following is the approval order: *(Please circle either approved or disapproved)*

Approved / Disapproved: *(Reason for Disapproval):* _____

☐ *Changes:* _____

Date: _____

1

Scott Aaron, City Attorney Review

Date

12/30/21

Approved / Disapproved: *(Reason for Disapproval):* _____

2

Jesus Baquera, Finance Director

Date

12/30/2021

3

Leo Maestas, City Manager

Date

1/4/22

☐ Picked Up By *(after CA review):* _____ Date: _____

☐ Hand Delivered By: _____ Date: _____

(1) Received By: _____ Dept: _____ Date: _____

(2) Received By: _____ Dept: _____ Date: _____

(3) Final Pick Up By: _____ Dept: _____ Date: _____



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: January 12, 2022

Date Submitted: 1/5/2022

Department: Community Services

Item/Topic: Approval to submit the Proposal to Non Metro Area Agency on Aging for the Senior Center Program in San Miguel County for FY 22-26.

BACKGROUND/RATIONALE: The Senior Center program provides an array of services to the senior population in San Miguel County to include: Congregate Meals, Grab and Go Meals, Home Delivery Meals, Transportation, and Evidence Based Services. The Proposal is also requesting the additional of 2 new programs, Homemaker and Chore Services to be added.

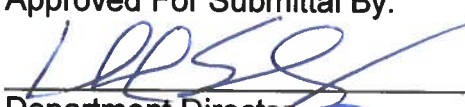
Fiscal Impact: The budget for FY22 is \$1,484,965 of which \$220,000 will need to come from Local Funds to be divided between the City of Las Vegas, San Miguel County and the Village of Pecos.

Attachments: Resolution

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

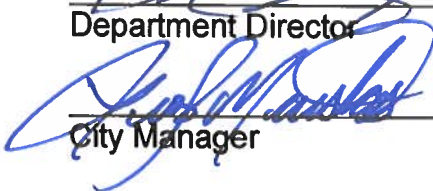
Approved For Submittal By:

Reviewed By:



Department Director

Finance Director



City Manager

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

**STATE OF NEW MEXICO
CITY OF LAS VEGAS
RESOLUTION NO. 22-04**

**A RESOLUTION SUBMITTING A PROPOSAL TO NON METRO AREA
AGENCY ON AGING FOR FY 2022-2026
FOR THE CITY OF LAS VEGAS SENIOR CENTER PROGRAMS**

WHEREAS, the City of Las Vegas recognizes that Senior Center Programs are a much needed service in San Miguel County and is a major concern in New Mexico and nationally; and

WHEREAS, the City of Las Vegas will continue to operate Senior Centers out of 3 Sites to include San Miguel, Pecos and Las Vegas; and

WHEREAS, the City of Las Vegas will continue to provide Congregate, Home Delivery, Transportation, and Evidence Based Services for the seniors of San Miguel County; and

WHEREAS, the City of Las Vegas will continue to advocate for the Seniors of San Miguel County through programs provided and funding received through the Senior Center Program

NOW, THEREFORE, BE IT RESOLVED, by the City of Las Vegas Governing Body that:

1. The City of Las Vegas has adopted the attached FY 2022-2026 Proposal for Services for the for the Las Vegas Senior Center program in San Miguel County, and

PASSED, APPROVED AND ADOPTED by the Governing Body, this _____ day of January_____, 2022.

Signed:

ATTEST:

Mayor Louie Trujillo

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY:

City Attorney