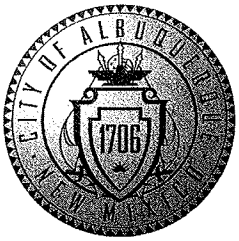
CITY OF ALBUQUERQUE

Office of the Mayor/ Chief Administrative Officer



September 12, 2014

Tomas Romero, President
AFSCME Local 1888 (Albuquerque Officers Association)
1202 Pennsylvania NE
Albuquerque, NM 87110
CERTIFIED MAIL and EMAIL

RE: **Implementation of the City's Last Best Offer**

Dear Mr. Romero:

Let me begin by expressing my acknowledgement and thanks for the commitment and hard work of all of the members of the Albuquerque Officer Association bargaining unit and the services they provide to the City of Albuquerque.

With approximately 43 dues paying members and 83 non-union members within the Albuquerque Officers Association bargaining unit, the City's implementation of its Last Best Offer will provide a 3% salary increase to over 100 employees for FY 2015 ($134,090 annualized cost to the City).

As you know, the City has followed its Labor Management Relations Ordinance (LMRO) through the course of good faith negotiations. The City and AFSCME Local 1888 (Albuquerque Officers Association) have reached an impasse. We have been unsuccessful at negotiating a labor agreement despite the assistance from a federal mediator. The City Council appropriated 3% salary increase approved by the Mayor, awaits Local 1888 employees. This letter serves as official notice to you as President of AFSCME Local 1888 (Albuquerque Officers Association) that the City will impose its Last Best Offer made to the Local 1888 (Albuquerque Officers Association) on August 5, 2014. A copy of the City's Last Best Offer is enclosed.

PO Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

A major obstacle to a contract agreement is the issue of "Union Time". The City Administration's position is that union activities i.e. representing employees in various grievances, discipline, administrative actions should be paid for by the members of the union, a private organization, and not taxpayers. Moreover, the Labor Management Relations Ordinance itself prohibits as a matter of law, the City from paying the union to negotiate its own contact (see: LMRO 3-2-13 Negotiating Procedure (7).

The City has offered a compromise proposal; to create a pool of donated leave time used by union leadership to conduct unions business, requiring each member to donate ***3 hours of vacation leave annually*** to the pool. As you know, regular City employees accrue between 100 to 160 hours of vacation per year depending on their years of service. This compromise was accepted by over 66% of other unionized City employees including Fire, Police, and AFCME M-Series.

Your last offer made at Impasse mediation, required a three year contract through FY 2017 along with an additional 3% salary increase each year plus Step Increases in FY 2016. As has been discussed with you in the past, the Administration **cannot** and **will not** repeat the past mistake of making financial promises when the uncertainty of future City revenue and budget needs are unclear. This practice is unfair to the expectations of our employees, ties the hands of future policy makers and appropriators, has led to costly and uncertain litigation, and is an irresponsible fiscal commitment.

Unfortunately, other demands contained in your proposal are also non-starters. Your proposal requires the City to accept an "Evergreen" clause that would extend each contract upon their

expiration until a new contract with your union is reached. This nullifies the important NM Court of Appeals ruling recently litigated in the City's favor and creates a scenario where future negotiations are entirely one sided only to your benefit. Secondly, in the event of any impasse, the City would agree in advance of any contract negotiation to binding arbitration contrary to what is required in the LMRO. To accept these two provisions that heavily endure to the benefit of the union, undue established law, and compromises the very underpinnings of management's ability to meaningfully negotiate and bargain with labor are simply unacceptable.

Respectfully, it strikes me as odd; that the City is the one trying to give your members a much needed raise, yet you will only allow it to be voted upon and accepted in exchange for the following:

1) Agree to provide your local union presidents/staff/stewards free time to conduct union activities at taxpayer expense.
2) Agree to a 3 percent raise for the next three years-through 2017 plus Step Increases in FY 2016.
3) Agree that when contracts expire they really do not because all terms and conditions continue, until you agree to a new contract (Evergreen) even though the Court of Appeals ruled otherwise.
4) Agree to give up the City's Impasse procedures that are contained in the Labor Management Relations Ordinance and validated by the appeal courts.

After careful consideration, the City can no longer allow these unreasonable conditions to hold a pay raise for a large number of City employees "hostage". As a result, the City's Last Best Offer will be implemented effective the pay period of September 6, 2014 through September 19, 2014, or as specified in the Last Best Offer. The provisions of the City's Last Best Offer shall remain in effect for the term of the agreement for twelve (12) months from the date of implementation.

In summary, a 3% ***salary increase will be imposed***, Union representation is provided for pursuant to law and based on a "Union Time Pool" requiring each member to contribute 3 hours per year, the PERA contribution increases mandated by the State legislature is included, and contract provisions are clarified.

If you have any questions please contact John Martinez, Chief Negotiator for the City of Albuquerque (phone number 228-1360). Thank you for your attention to these matters.

Best regards,

Robert J. Perry
Chief Administrative Officer

CC: Richard J. Berry, Mayor
John Martinez
Department Directors
Rocky Gutierrez, AFSCME Council 18

CITY OF ALBUQUERQUE PROPOSED
NEGOTIATIONS WITH AFSCME Local 1888
PRESENTED AUGUST 5, 2014 @ 1:20 PM
LAST BEST OFFER

Impasse declared by the parties 8/5/14 @ 2:00 P.M

This proposal replaces any and all previous offers/proposals made by the City. The AFSCME Local 1888 CBA expired on June 30, 2012. The City proposes continuation of the language that existed in the City/Local 1888 CBA that expired on June 30, 2012, with the following changes:

1.GENERAL LABOR/MANAGEMENT PROVISIONS

1.3 Union Rights

1.3.1 Union members shall each donate **three (3)** hours of their accrued vacation time on or about January 1 of each year to a pool of time identified as Union Business Leave. Appropriate City leave forms must be submitted to the Human Resources Director to utilize this leave. This pool of time will be utilized by employees serving as Union Officers and Union Representatives to be released from work to conduct any and all union business, to include but not limited to;

1.3.1.1. pre-determination meetings/hearing,
1.3.1.2. grievance hearings,
1.3.1.3. Personnel Board hearings,
1.3.1.4. Labor Board hearings,
1.3.1.5. Labor/Management Committees meetings,
1.3.1.6. representation of bargaining unit employees in negotiation,
1.3.1.7. participation in mediation, and
1.3.1.8. representation of employees and or the Union in Arbitration.

1.3.2 Union Stewards – CCL
1.3.3 Elections and Appointments – CCL
1.3.4 Bulletin Board – CCL

1.5 Labor-Management Meetings

1.5.1 Mutually agreed time – CCL

1.5.2 The Labor- Management committee shall consist of two (2) Union Representatives and two (2) Management Representatives.

2. PAY PROVISIONS

2.1 Pay Schedules

2.1.1 The current hourly rate of bargaining unit employees will be increased by **3%** on the first full pay period following settlement, ratification, and signature by the parties.

2.1.2 The identification of steps within a grade will be eliminated and replaced with a grade range. <u>The lowest current bargaining unit hourly rate becomes bottom of the pay range. The highest bargaining unit hourly rate becomes the top of the range. Example: Pay Range 12.42----------16.03</u>

2.1.3 All bargaining unit employees' hourly rates shall remain within the currently assigned grade/range as adjusted as per the current negotiation.

2.1.4 There will be no advancement within the grade/range of the pay plan for the term of this agreement.

2.1.5 Shift differential – CCL

2.2 Longevity - CCL
2.3 Overtime
2.3.1 Volunteer List – CCL with deletion of the last sentence (the 5 min. response time language).
2.3.2 On the 3rd sentence delete the words "Union President" and insert the word "parties". On the 4th sentence change the word "Employee" to "Employer"
2.3.3 thru 2.3.10 – CCL
2.3.11 Officers assigned overtime as per the CBA cannot bump an officer from an assigned post as a condition of working the overtime assignment.
2.3.11.1 Bump on OT assignment – Delete this language.
2.3.11.2 The Union may meet with Management to discuss public safety issues.
2.3.12 , 2.3.13 and 2.3.14 – CCL
2.4 Comp. Time – CCL
2.5 Days without Pay – **Delete this language**
2.5.1. – Delete
2.5.2. - Delete

3. INSURANCE COVERAGE and BENEFITS
3.1 Premium Cost – CCL

4. RETIREMENT PLAN
4.1 NM – PERA
4.1.1 The City will continue to pay 9.86% of the employees' PERA statutory contribution.

5. VACATION LEAVE
5.1 Vacation Bidding - Change 2nd sentence to read: **Available vacation days** will be bid in seniority order *within classification by* division. Delete the last sentence.
New Language – The formal bidding for vacation is subject to the following;
Bids are limited to a minimum of 5 consecutive working day blocks. No one employee may schedule more than 2 blocks. The amount of leave bid must be accrued on the books at the time of the bid. Any available vacation left unbid may be **requested** on a first come first served basis.

6. SICK/ILLNESSS LEAVE
6.1 Sick Leave
6.1.1 Sick Leave accrual - CCL
6.1.2 (Delete all the 56 hr plan language) Sick Leave will be administered in accordance with the Sick Leave provisions of the City of Albuquerque Personnel Rules and Regulations.
6.1.2.1 thru 6.1.2.7 and the next sentence on "flagrant violation" - Delete
6.1.3 Part of 56 hour plan - Delete
6.1.4 Emergency Leave covered by FMLA - Delete

CITY OF ALBUQUERQUE PROPOSED
NEGOTIATIONS WITH AFSCME Local 1888
PRESENTED AUGUST 5, 2014 @ _____
LAST BEST OFFER

24. INVESTIGATIONS and DISCIPLINARY

24.1 Investigations

24.1.1 Delete the first sentence

24.1.2 CCL on the first 2 sentences and delete the rest of the subsection.

24.1.3 CCL

24.1.4 CCL

24.1.5 (New replacement language for 24.2.2) It is acknowledged by the parties that investigations into employee misconduct will in many cases be conducted without the knowledge of the employee being investigated.

24.2 Disciplinary Actions

24.2.2 (Investigation language) Deleted and replaced with language under the investigation subsection 24.1.5 above.

25. GRIEVANCE and APPEAL PROCEDURES

25.2.3 & 25.2.4 clean up language "after the commission or omission of the act that generated the grievance."

35. LAYOFF/REDUCTION IN FORCE and RECALL

35.1 Layoff and Reduction in Force Procedure

35.1.7 Bidding on a vacancies while on Layoff-Forced Assignment – CCL on the first and second sentences. Replace the last sentence with "An employee who accepts a lower graded position in lieu of a layoff may bid for advertised positions of a higher grade and pay. If the employee is selected for the advertised position with the higher grade and pay the employee relinquishes all recall rights recall rights to any other positions".

40.5 Term of Agreement

40.5.1 This Agreement is in effect on the first full pay period following settlement, ratification, and signature by the parties and shall remain in full force and effect for 12 months from the date of signature.

40.5.2 and 40.5.3 - CCL