

**AMENDMENT NO. 3 (management proposal #4)  
TO  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF SANTA FE AND LOCAL 3999 CITY OF SANTA FE EMPLOYEES,  
OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 18, AFL-CIO**

**THIS AMENDMENT** is made and entered into as of this 15<sup>th</sup> day of June 2021, by and between the **City of Santa Fe**, a political subdivision of the State of New Mexico (hereinafter referred to as “the City”) and **Local 3999 City of Santa Fe Employees of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO** (herein referred to as “the Union”).

**WHEREAS**, the City and the Union entered into the Collective Bargaining Agreement effective July 1, 2017 through June 30, 2020; and

**WHEREAS**, the Collective Bargaining Agreement has expired, however remains in effect pursuant to the evergreen provision of the Public Employees Bargaining Act, NMSA 1978, §10-7E-18(D) (2020); and

**WHEREAS**, the City and AFSCME have been negotiating a successor agreement since February 2020;

**WHEREAS**, the Governing Body approved a budget allocation for fiscal year 2022 for AFSCME negotiations of an amount equivalent to a 4% salary increase for AFSCME bargaining unit employees; and

**WHEREAS**, the fiscal year 2022 budget allocation for AFSCME negotiations is available the first full pay period in July 2021; and

**WHEREAS**, the AFSCME contract negotiations for the full contract are not completed; and

**WHEREAS**, both parties agree that although AFSCME and the City are currently negotiating a successor agreement, AFSCME employees should receive the allocated 4% salary increase; and

**WHEREAS**, the parties will continue negotiating Article 26 and the other outstanding articles recognizing this Amendment constitutes the entire allocation for fiscal year 2022; and

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **ARTICLE 26: CLASSIFICATION AND PAY PLAN** is hereby further amended to read as follows:

**ARTICLE 26 CLASSIFICATION AND PAY PLAN**

**Section 1 Purpose**

- A. The Classification and Pay Plan is intended to be employee-based as well as provide for equitable employee compensation and career growth. The plan shall also establish competitive salaries to allow the City to recruit and retain qualified employees. The expressed objectives for the Classification and Pay Plan for the City of Santa Fe are:

1. To assign appropriate range assignments based on internal equity;
2. To establish entry pay rates that respond to the need to be competitive;
3. To establish the minimum and maximum compensation values for each job; and
4. To provide pay increases which recognize employee growth, and experience on the job.

B. The Classification and Pay Plan shall define pay ranges that allow consistent salary growth for each job classification in order to recognize employee longevity, and increased knowledge, skills and abilities.

## Section 2 Base Rate Pay Increase-Fiscal year 2021/2022

Bargaining Unit employees shall receive a four (4) percent pay increase effective the first full pay period in July 2021.

## Section 3 Living Wage

Living Wage Increases will be addressed in accordance with the Living Wage Ordinance No. 2003-8 Section 28-1.5 B., as amended.

## Section 4 Salary Survey

A. In order to verify the adequacy of the City pay levels with respect to general employment and economic conditions, the Employer shall conduct a classification and compensation survey once every 3 years for implementation in the fourth (4<sup>th</sup>) year. Data obtained in this survey shall include salary ranges (minimum and maximum pay rates) for all classifications within the Classification and Pay Plan.

B. The Employer and the Union shall meet and review the salary survey and shall mutually agree on implementation of any revision to the Pay Plan.

## Section 5 Revising and Creating Classifications; and Reorganizations

When the Employer revises existing classifications, establishes new classifications, or reorganizes, the Employer and Union shall meet within fourteen (14) calendar days prior to implementation and make any necessary provisions relating to:

- The impact of current and newly created job classifications, and salary; and
- Inclusion or exclusion in the bargaining unit.

## Section 6 Right to Job Description

The Employer shall provide a written job description to the employee immediately upon hire and upon an employee's request. The Human Resources Department shall provide the Union with a copy of each job description and update when necessary.

## Section 7 Temporary Upgrades

A. Employees shall not be required to perform duties of a higher classification as a regular assignment. However, when a bargaining unit employee is assigned to

temporarily work in a higher classification, the Employer shall select a bargaining unit employee based on class seniority in accordance with Article 22, Section 2.B.

- B. The Employer shall compensate bargaining unit employees temporarily assigned to work at a higher classification for periods of five (5) consecutive work days or longer an increase of 10% of their wage to include all differentials and overtime pay at the rate of one-and-a-half (1½) times or the beginning wage of that classification, whichever is greater, for the duration of the reassignment. The Employer shall not alternate employees to avoid paying salary upgrade.
- C. In cases where the immediate supervisor can plan in advance and assign an employee to working out of class prior to it taking effect, the immediate supervisor shall notify the Human Resources Department in writing no less than five (5) working days prior to the effective date of reassignment so that all necessary actions may be processed. Reassignments shall be effective the first day of a pay period. In cases of emergency, the immediate supervisor shall notify the Human Resources Department at the first possible opportunity.

## Section 8 Request for Reclassification

- A. Either the Employer, or an employee covered by this Agreement who believes that his/her actual job position is not assigned to the classification that best represents the duties assigned by the Employer, may initiate a request for a position classification review through procedures established by the Human Resources Department. Such procedures may include a desk audit of the employee's job. Employees shall request in writing such classification review through their immediate supervisor. The Employer shall forward such requests to the Human Resources Department within thirty (30) calendar days.
- B. All actions related to a request for a classification review must be completed by the Employer in a period not to exceed sixty (60) calendar days from the date it was submitted to the Human Resources Department. The employee requesting the classification review shall be notified in writing by the Human Resources Department after completion of the review to inform the employee of its status (approval or disapproval), with an explanation of the decision.

## Section 9 Reclassification

- A. If the employee's position is subsequently assigned to a different job classification and the employee meets the minimum qualifications for that position, the employee shall be paid the appropriate salary for the new classification, effective the first day of the pay period following the date the reclassification was approved by the Human Resources Director and City Manager.
- B. For the purpose of maintaining equity within the Classification and Pay Plan, a reclassification may result in a salary increase from 0 to 20% or the minimum of the new grade, whichever is greater. The percentage of salary increase shall be consistent with the other bargaining unit employees within the new classification, unless the employee is currently earning more than existing bargaining unit employees in the same position classification.

C. Under no circumstance shall a reclassification result in a reduction in an employee's pay.

**Section 10 Equity Adjustments**

Equity issues shall be addressed on a case-by-case basis by the Human Resources Department and the Union.

All other provisions of the Collective Bargaining Agreement not specifically deleted, replaced or amended by Amendment No. 3 shall remain in full force and effect.

**IN WITNESS THEREOF**, the parties have signed their names and affixed the signature of their authorized representatives on this 15th day of June 2021.

**CITY OF SANTA FE**



ALAN WEBBER, MAYOR

**ATTEST:**



Kristine Mihelcic (Jul 12, 2021 09:24 MDT)

KRISTINE BUSTOS-MIHELICIC, CITY CLERK *XIV*  
GB MTG 6/30/21

**CITY ATTORNEY'S OFFICE:**



Christopher W. Ryan (Jun 16, 2021 14:53 MDT)

SENIOR ASSISTANT CITY ATTORNEY

**APPROVED:**



Jarel LaPan Hill (Jun 16, 2021 15:33 MDT)

JAREL LAPAN-HILL, CITY MANAGER

**AFSCME REPRESENTATIVE:**



Alexis Lotero, Assistant Finance Director (Jun 17, 2021 09:48 MDT)

MARY MCCOY, FINANCE DIRECTOR



GILBERT BACA, AFSCME PRESIDENT



BERNADETTE SALAZAR, HR DIRECTOR