

**AMENDMENT NO. 5  
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 2<sup>nd</sup> day of June 2023, 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; and

**WHEREAS**, the Governing Body approved a budget allocation for fiscal year 2024 for AFSCME negotiations of an amount equivalent to a 3% salary increase for AFSCME bargaining unit employees earning less than \$100,000 annually and a 1% salary increase for AFSCME bargaining unit employees earning \$100,000 or more annually; and

**WHEREAS**, fiscal year 2024 budget allocation for AFSCME negotiations is available the first full pay period in July 2023; 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 3% or 1% salary increase for FY2024; and

**WHEREAS**, the parties will continue negotiating outstanding articles recognizing this Amendment constitutes the current budget allocation for fiscal year 2024; and

**NOW, THEREFORE, THE PARTIES AGREE 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 Salary Adjustment - Fiscal Year 2021/2022**

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

**Salary Increase – Fiscal Year 2023**

Bargaining Unit employees shall receive an eight (8) percent salary increase effective the first full pay period in July 2022.

**Salary Increase-Fiscal Year 2024**

Bargaining Unit employees who earn less than \$100,000 annually shall receive a three (3) percent salary increase and bargaining unit employees who earn \$100,000 or more annually shall receive a one (1) percent salary increase.

**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 reorganizations, 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 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 job 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 0-20% 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. 5 shall remain in full force and effect.*

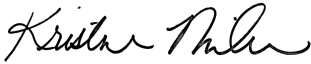
IN WITNESS THEREOF, the parties have signed their names and affixed the signatures of their authorized representatives this 2<sup>nd</sup> day of June 2023.

CITY OF SANTA FE



ALAN WEBBER, MAYOR

ATTESTS:



KRISTINE BUSTOS-MIHELICIC, CITY CLERK

GB MTG 08/22/23

XIV

CITY ATTORNEY'S OFFICE:



For Christopher W. Ryan (Jun 15, 2023 13:38 MDT)

ERIN MCSHERRY, CITY ATTORNEY

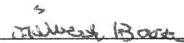
APPROVED:

AFSCME REPRESENTATIVE:

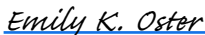


John Blair (Sep 12, 2023 12:33 MDT)

JOHN BLAIR, CITY MANAGER



GILBERT BACA, AFSCME PRESIDENT



Emily K. Oster (Jun 15, 2023 13:55 MDT)

EMILY OSTER, FINANCE DIRECTOR



BERNADETTE SALAZAR, HUMAN RESOURCES DIRECTOR



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** June 9, 2023

**TO:** Governing Body

**FROM:** Bernadette Salazar, HR Director *Bjs*

**VIA:** John Blair, City Manager

---

### **ITEM AND ISSUE:**

Request for approval of Amendment Number Five to the 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.

### **BACKGROUND AND SUMMARY:**

The City and the Union entered into the Collective Bargaining Agreement effective July 1, 2017 through June 30, 2020. Although the Collective Bargaining Agreement has expired, it remains in effect pursuant to the evergreen provision of the Public Employees Bargaining Act (PEBA). The parties have been negotiating the full contract since February 2020. For FY 2022, the Governing Body approved a budget allocation for AFSCME negotiations of an amount equivalent to a 4% pay increase for AFSCME bargaining unit employees and Amendment Number Three to the Collective Bargaining Agreement that implemented 4% salary increases for AFSCME bargaining unit employees effective the first full pay period in July 2021. For FY2023, the Governing Body approved a budget allocation for AFSCME negotiations of an amount equivalent to an 8% pay increase for AFSCME bargaining unit employees and Amendment Number Four to the Collective Bargaining Agreement that implemented 8% salary increases for AFSCME bargaining union employees effective the first full pay period in July 2022. Although negotiations for the full contract are not completed, through mutual collaboration between the AFSCME negotiating team and the City of Santa Fe Management Team, the parties were able to agree to Amendment Number Five to the Collective Bargaining Agreement, which provides for pay increases for all bargaining unit employees. Specifically, it includes that bargaining unit employees will receive a 3% pay increase for bargaining unit employees who earn less than \$100,000 annually and 1% for bargaining unit employees who earn \$100,000 or more annually the first full pay period in July 2023. The parties will continue negotiations.

### **ACTION REQUESTED:**

The parties respectfully request approval of Amendment Number Five to the 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.












# 23-0561 AFSCME Local 3999

Final Audit Report

2023-09-12

Created:	2023-09-12
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAko0dNm7kiNoMROep2qNfCteK80TmxYGc

## "23-0561 AFSCME Local 3999" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2023-09-12 - 4:42:02 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
2023-09-12 - 4:43:18 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)  
2023-09-12 - 5:37:03 PM GMT- IP address: 216.207.130.218
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)  
Signature Date: 2023-09-12 - 5:37:17 PM GMT - Time Source: server- IP address: 216.207.130.218
-  Document emailed to jwblair@santafenm.gov for signature  
2023-09-12 - 5:37:18 PM GMT
-  Email viewed by jwblair@santafenm.gov  
2023-09-12 - 6:32:15 PM GMT- IP address: 104.47.65.254
-  Signer jwblair@santafenm.gov entered name at signing as John Blair  
2023-09-12 - 6:33:07 PM GMT- IP address: 63.232.20.2
-  Document e-signed by John Blair (jwblair@santafenm.gov)  
Signature Date: 2023-09-12 - 6:33:09 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature  
2023-09-12 - 6:33:10 PM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)  
2023-09-12 - 6:45:40 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)  
Signature Date: 2023-09-12 - 6:45:50 PM GMT - Time Source: server- IP address: 63.232.20.2

✔ Agreement completed.

2023-09-12 - 6:45:50 PM GMT