

**BEFORE THE LABOR-MANAGEMENT RELATIONS BOARD**  
**OF THE CITY OF ALBUQUERQUE, NEW MEXICO**

**NEW MEXICO TRANSPORTATION UNION,**

**Complainant,**

**vs.**

**CITY OF ALBUQUERQUE,**

**Respondents.**

**COMPLAINT OF PROHIBITED LABOR PRACTICES**

**The New Mexico Transportation Union** presents the following Complaint of Prohibited Labor Practices, stating as grounds therefore:

1. Complainant NMTU is the labor union that represents bus and van drivers employed by the City of Albuquerque's Transit Department;
2. Respondent is the City of Albuquerque.
3. On April 16, 2007, the attorney for the NMTU wrote to Lawrence Torres rejecting the City's offer to re-open collective bargaining negotiations for the purpose of addressing non-economic issues only. At that time the Union expressed its concern "about the futility of piecemeal bargaining," rejecting "the idea of a limited re-opener, and strongly favor(ing) the re-opening (of) the entire contract."
4. The City failed to respond favorably to the Union's proposal to re-open negotiations at that time.

5. The City subsequently purported to “negotiate” over drug testing penalties, but failed to make any offer on that subject before unreasonably and unilaterally deeming the parties to be in “impasse.”

6. On July 26, 2007, the NMTU again wrote to Mr. Torres, with copies to Dr. Bruce Perlman, Chief Administrative Officer, and Greg Payne, Transit Department Director, advising them that:

. . . due to chronic under-staffing of bus and van driver positions, there have been significant changes to the working conditions of drivers in our bargaining unit, who are presently working under intolerable conditions.

7. The letter referred to the need for “negotiations over working condition issues” and asked the City’s representatives to respond.

8. To this date, the City has not responded to the request to open negotiations.

9. The City’s Labor-Management Relations Ordinance states that “Any contract between the city and an employee organization . . . which contains a multi-year commitment shall require the review and approval by the City Council . . . All such contracts shall contain re-opening language for economic items. Sec. 3-2-18, LMRO.

10. The NMTU contract “contains a multi-year commitment” but does not include an economic reopener clause, despite the requirement of the City’s Labor-Management Relations Ordinance.

11. Copies of this Complaint and a notice of its filing will be provided to the Director of Employee Relations and the Transit Department Director.

**WHEREFORE**, the Labor Board is asked to hold a hearing of evidence and testimony and rule that the City has committed and is continuing to commit an Unfair Labor Practice by violating the clear and unambiguous provision of its Ordinance that requires multi-year contracts to include “re-opening language for economic items” and by failing and refusing to bargain in good faith. The Labor Board should order the City to add the required language to the Collective Bargaining Agreement and bargain in good faith with the Union over mandatory economic and non-economic issues, and should award such further and additional relief as the Labor Board deems just, including but not limited to the award to the NMTU of attorney’s fees for bringing this action.

Respectfully submitted,

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I hereby certify that I submitted a copy of the foregoing to the City Labor Board on September 11, 2007, and that copies have been sent by fax and/or e-mail to the Director of Employee Relations and the Director of the Transit Department.

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Paul Livingston