

## **Collective Bargaining Agreement**

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# **Taos County**

## **New Mexico**

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

### **Council 18**

## **Taos County Public Employees**

### **Local 1193**

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## **July 2008 – June 2010**



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## Collective Bargaining Agreement

This Collective Bargaining Agreement (Agreement) is made and entered into the 22<sup>nd</sup> day of July 2008 by and between Taos County, State of New Mexico, hereinafter known as the "Employer" or "County" and the American Federation of State, County, and Municipal Employees, Council 18, AFL-CIO, Taos County Public Employees Local 1193, hereinafter known as the "Union" pursuant to Taos County Ordinance # 1985-4.

WHEREAS, the County has endorsed the practices and procedures of collaborative negotiations, as a fair and orderly way of conducting its relations with its bargaining unit Employees, insofar as such practices and procedures are appropriate to functions and obligations of the County to retain the right to operate the County government effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein the entire agreement covering rates of pay, wages, hours of employment and other terms and conditions of employment, to increase efficiency and productivity of Employees in the County and to provide for prompt and fair settlement of grievances without any interruption of or the interference with the operations of the County.

NOW THEREFORE, in consideration of the terms, condition and covenants contained herein, the parties do mutually agree as follows:

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## Article 1. Preamble

### A. Objective

1. The parties agree that their objective is to continue to provide quality service to Taos County citizens and visitors.
2. The parties will not discriminate against Employees because of Union or Non-Union membership.
3. The parties agree that their respective policies will not discriminate against Employees covered by this Agreement because of race, color, national origin, religion, age, sex, creed, age, sex, ancestry, physical or mental handicap, serious medical condition, sexual orientation, spousal affiliation or gender identity.
4. The parties agree that they will abide by the terms and conditions set forth in this Agreement.
5. The parties agree that every effort will be made to administer this Agreement in accordance with the true intent of its terms and provisions in an effort to maintain sound labor management relations.
6. During the term of this Agreement, the parties agree to meet and confer in an effort to resolve any disputes that may arise concerning the Agreement.

**B. Scope of Agreement.** This Agreement and the materials incorporated herein by reference contain the entire agreement between the parties regarding wages, hours and other terms and conditions of employment and replaces all previous agreements between the parties. This Agreement may only be amended during its terms by the written mutual agreement of the parties.

## Article 2. Recognition

The County recognizes the Union as the sole and exclusive bargaining representative in all matters pertaining to wages, hours and working conditions in the bargaining unit. The County recognizes the Union as the exclusive bargaining agent for all full-time and part-time Bargaining Unit Employees.

## Article 3. Definitions

In interpreting or applying this Agreement, the following terms shall mean:

- A. "Bargaining Unit Employees"** means all full and part-time Classified Employees of the County, except managerial, supervisor and confidential employees, elected officials and employees hired under specific federal or state government funding.
- B. "Classified Employees"** are all Employees who have completed their probationary period of service and who are eligible for all rights and benefits provided by the County.

- C. "Confidential Employees"** An employee is confidential for purposes of administering the Collective Bargaining Agreement between the parties, if there is a confidential working relationship between the employee and the employee's supervisor where the employee has access to confidential data as part of their job duties and the supervisor is significantly involved in labor-management relations. A supervisor is significantly involved in labor management relations when the supervisor has identified responsibilities that are aspects of the formulation or effectuation of management policies in labor relations.
- D. "COLA"** is the Cost of Living Adjustment to be negotiated annually between the parties on behalf of all bargaining unit employees.
- E. "County"** is the Taos County Board of Commissioners or lawful successor and all Elected Officials.
- F. "County Seniority"** is the length of an Employee's continuous service with the County.
- G. "Department Seniority"** is the length of an Employee's continuous service within a Department.
- H. "Domestic Partner"** is a person who is neither married nor related by blood or marriage to the employee; it is the employee's sole spousal equivalent; lives together with the employee in the same residence; is responsible with the employee for each other's welfare. A domestic partner relationship may be demonstrated by any three of the following types of documentation: a) a joint mortgage or lease; b) designation of the domestic partner as beneficiary for life insurance; c) designation of the domestic partner as primary beneficiary in the employee's will; d) domestic partnership agreement; e) powers of attorney for property and/or health care; and f) joint ownership of either a motor vehicle, checking account or credit account.
- I. "Employees"** are the Employees of the County included in the bargaining unit.
- J. "Grievance"** is defined in Article 9.A of this Agreement.
- K. "Immediate Family"** is defined as the employee's mother, father, children, siblings, spouse, grandparents, stepchild(ren), and domestic partner.
- L. "Justified Pay Adjustment"** is a temporary pay increase given to an employee based on a temporary assignment of additional duties outside of the employee's job description.
- M. "Management"** is the County Manager, Elected Officials, Deputy County Managers, Department Heads, Supervisors, and any other designated representative of management.
- N. "Merit Increase"** is a pay increase given to eligible employees based on an employee's performance evaluation.
- O. "Reclassification"** is the modification of a job description when: 1) there has been a change in the level, complexity and nature of the duties and responsibilities, and 2) the

incumbent has performed the changed duties for at least six months prior to proposing reclassification; and 3) duties and responsibilities have not changed a position so significantly in terms of type, level and/or complexity that a new position has been created. In general if more than 50% of the position duties have changed a new position has been created which must be filled through standard Taos County hiring processes.

- P. "Union" is the Taos County Public Employees AFSCME Local 1193 affiliated with American Federation of State, County, and Municipal Employees AFL-CIO.

## Article 4. Union Rights

### A. Union Officers, Stewards and Staff Representatives

1. Union Officers are hereby defined as President, Vice President, Secretary Treasurer, Recording Secretary, Chief Negotiator, Chief Steward, or any other specifically designated Union Official are the "Union Representatives".
2. When an issue arises concerning the administration of the Agreement that requires the attention of the Union President or the President's designee and/or the County Manager or the County Manager's designee, either party will contact the other and arrange for a time to meet and discuss the issue.
3. Local Union officers and stewards may be allowed time off without pay for legitimate Union business such as Union membership meetings, Union conventions, conferences and workshops. Upon approval, the Employee may opt to utilize accumulated annual and comp leave in lieu of leave without pay.
4. A Union Representative will be allowed reasonable time off with pay for the purpose of representing an Employee in disciplinary/grievance hearings and Labor management meetings and negotiations if such meetings occur during the union representative's scheduled work hours.
5. The County will provide a copy of this agreement to every bargaining unit employee.
6. The Union shall provide the Employer with a written list of names, addresses and telephone numbers of the stewards, and other Union representatives who are authorized to act on behalf of the Union and the extent of their authority. The list will be updated by the Union as changes are made.
7. The Union will have reasonable access to visit any Employer Office or Department worksite as necessary for purposes of administration of this Agreement. Such consultation shall not interfere with the operations of the Employer. The Employer may designate a management representative through whom all such visits must be coordinated. The County shall not be required to incur overtime pay to facilitate these meetings.
8. A Union Representative, designated by the Union, will be invited to participate in an interview Panel for all bargaining unit positions.

9. A Union Representative, designated by the Union will be invited to participate as a member of the Safety Committee.
- B. Meeting Rooms.** Non-Employee Union representatives, and the Union President or designee shall be allowed reasonable access to the County premises for the purpose of conducting Union business. Such access shall not interfere with the work of the Employer or the Employees. The scheduling of public meeting rooms will be coordinated through the County Manager or designee.
- C. Bulletin Boards.** Space will be provided in at least one of the County offices and shall be provided in other buildings at the request of the Union to be used for Union bulletin boards. The Union will provide the bulletin boards. The boards will be clearly identified and used for the sole purpose of Union business.
- D. County Commission Meetings.** The Employer will make available to the Union President an advance copy of the agenda for all County Commission Meetings. The Union President or his/her designee will be allowed time off with pay to attend County Commission Meetings, during the time the issues on the agenda concerning Local 1193 are being heard.

## Article 5. Labor Management Committee

The Employer and the Union hereby endorse the goal of a mutually constructive and cooperative relationship. To assist in promoting and fostering such a relationship, the parties agree to establish a joint labor-management committee. The Labor-Management Committee will meet twice a year in March and August, and at the request of the Union President and/or Management representative for the purpose of providing the parties an opportunity to express their opinions or to make suggestions on subjects of interest to the parties such as leave usage, productivity, work schedules, safety issues, pilot programs and other matters of mutual concern. The Committee will be composed of three (3) management representatives appointed by the County Manager and three (3) bargaining unit Employees appointed by the Union President. The meeting time shall be scheduled by mutual agreement of the parties within twenty-four (24) clock hours of request. Employees will be compensated only for the normal regular workday. If the meeting extends beyond the normal work hours, the Employees will be in attendance on their own time.

## Article 6. Working Conditions

- A. Work Week.** Full time Employee's work week will normally consist of eight (8) hours per day, five (5) consecutive days per week; or ten (10) hours per day, four (4) consecutive days per week; or twelve (12) hours per day, three (3) or four (4) consecutive days per week, or Twenty-four (24) hours per day, two days per week; with a minimum of eighty (80) hours per pay period.
  1. The Sheriff will develop a rotating shift schedule and assign Deputies considering seniority and the needs of the County.

### B. Lunch Periods

1. The Employer will provide Employees a non-paid meal period of at least one-half (½) hour but not more than one (1) hour.
2. Employees working a straight eight (8), ten (10), or twelve (12) hour work day shall be allowed a paid, uninterrupted one-half (1/2) hour meal period during each such work day, if possible. Employees working a twenty-four (24) hour shift shall be allowed three (3) paid one-half (1/2) hour meal periods during such work day. If an Employee who cannot leave his/her post is required to work an additional shift, the Employee shall be provided a meal identical to an inmates meal at County expense.
3. Employees required to work more than three (3) consecutive hours beyond their regular shift will be allowed sufficient time, up to thirty (30) minutes, on paid status to eat their meal.

**C. Breaks**

1. Employees will be provided one paid fifteen (15) minute break during each four hour period worked.
2. Management will schedule the Employee's breaks in such a way as to fulfill the operational needs of the County.
3. Breaks may not be accumulated or used in connection with meal periods or taken at the end or beginning of a workday.

**D. Shift Bidding**

1. The County will continue a shift and days off seniority bidding system in those departments where applicable, subject to the specific provisions set forth below:
  - a. Bargaining Unit Employees will be allowed to bid semi-annually for available shifts and days off according to County seniority.
  - b. Bidding will normally be conducted in March to take effect in April and in September to take effect in October.
  - c. The Union President or his/her designee will meet and set specific bidding dates with the appropriate Department Heads.
  - d. The immediate operational needs of the County as determined by the County Manager will take precedent over any schedule.
  - e. Any employee whose schedule is to be changed, after shift bidding has occurred, must be informed of such a change by letter from the County Manager ten (10) days prior to the proposed change with an explanation or justification for the change, or as soon as practicable. Changes to existing schedules must be for legitimate operational reasons. Nothing in this section will prohibit the County Manager from making immediate schedule changes for legitimate operational needs of the County.

- f. EMS Shift bidding will be conducted in December to take effect in January and in June to take effect in July.
2. Emergency Medical Technicians will normally work two (2) twenty-four (24) hour shifts per week and will bid for days based on County seniority. Casual employees will be used to fill any shifts that remain open at the completion of the semi-annual bidding process.
- E. Work Schedules.** All departments that utilize a monthly work schedule shall post said schedules in plain view of the employees affected a minimum of one week prior to the schedule going into effect. Leave will be granted in accordance with work load requirements and must be approved in advance, in writing using the Taos County Request for Leave form before the absence.
- F. Emergency Medical Service.** The Employer will continue to provide EMT crew quarters with sleeping rooms for on duty personnel. These rooms will be used for the sole purpose of living quarters while on duty for Taos County.
- G. Stand-By.** Employees required by management to stand by their work after the completion of the normal work shift will be compensated for such time and such time shall be considered time worked for the computation of overtime.
- H. On Call.** Employees on call status away from their workstation will be paid \$1.00 per hour for such status. Employees will be provided radios or pagers for the purpose of notification to report for work. Employees on call status shall be reflected on their time sheets.
- I. Temporary Assignments.** An Employee may be temporarily reassigned to another position based on the operational needs of the County for a period not to exceed sixty (60) days. If the temporary assignment is to a lower classified position, the employee will be compensated at their current rate. If the temporary assignment is to a higher classified position the employee will be compensated at their current rate of pay or at the entry level for the higher pay grade, whichever is greater. Job expectations will be based on the entry level criteria for the position. Such assignments will be made in writing and cannot be refused by the Employee.
- J. Call In.** When an Employee not working a shift is required to report to work, the Employee will be paid as directed by the Fair Labor Standards Act (FLSA). Work time shall commence when the Employee is contacted and shall include reasonable amount travel time to get to work.
- Q. Overtime and Compensatory Time.**
- 1. Method of Payment**
- a. Overtime compensation or compensatory time off will be calculated in compliance with the Fair Labor Standard Act (FLSA).
- b. Paid leave is not time worked and is not considered as time worked for the purpose of determining overtime compensation.

- c. The maximum accrual of compensatory time is 180 hours. All compensatory time hours accrued in excess of 180 hours shall be paid on the regularly scheduled pay day. Compensatory time earned does not have to be used prior to vacation and is not forfeited if unused before the end of the calendar year.
- d. The hourly rate of pay for Employees shall be the hourly rate as documented in the respective Employee's personnel file.
- e. All worked time records will be maintained in accordance with the FLSA.

## 2. Policy Statement

- a. All work shall be completed in so far as possible within the normal workday. The County Manager must approve all overtime or compensatory time in advance. Should an overtime or compensatory time situation occur outside of normal working hours, the department head shall take appropriate action and obtain County Manager approval at the first opportunity during normal working hours.
- b. Overtime assignments will be first offered to Bargaining Unit Employees in order of seniority. Should no Bargaining Unit Employee agree to work an overtime assignment, the Department Head may assign an Employee who is not part of the Bargaining Unit. In all cases, the appropriate staffing of male and female officers will be maintained.
- c. Compensatory time assignments will be first offered to Bargaining Unit Employees in order of seniority. Should no Bargaining Unit Employee agree to work a Compensatory Time assignment, the Department Head may assign an Employee who is not part of the Bargaining Unit. In all cases, the appropriate staffing of male and female officers will be maintained.
- d. Covering an open shift in the Adult and Juvenile Detention Centers will normally be handled by holding the Employee currently on duty until a replacement arrives. In no case shall an Adult or Juvenile Detention Officer work more than 18 consecutive hours. A replacement will be found by first calling the staff on the classified and certified seniority list in a rotational order to see if they can cover. If no replacement can be found from the classified and certified seniority list, a probationary or uncertified officer may cover the shift. If no one is available to cover an open shift, management staff must cover. The appropriate mix of the male and female staffing will be observed whenever possible.
- e. **Certification.** Any Sheriff's Department Deputy, Detention Officer, or Emergency Medical Technician who fails to maintain his/her certification pursuant to state and federal requirements will be terminated.

## Article 7. Holidays

A. Legal holidays for full time Employees are:

Holidays	Actual Day Observed
New Year's Day	January 1
Martin Luther King Jr. Birthday	3 <sup>rd</sup> Monday in January
President's Day	Day after Thanksgiving
Spring Day	The Friday preceding Easter Sunday
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	2 <sup>nd</sup> Monday in November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Eve	Last regular workday before Christmas Day
Christmas Day	December 25

Other holidays may be designated and approved by the Board of County Commissioners of Taos County.

## Article 8. Disciplinary Action

- A. Policy.** Taos County and the Union agree that disciplinary action should be taken only when all reasonable efforts to improve performance have been unsuccessful or when the actions or omissions of the employee require formal discipline. Supervisors are expected to use all the tools and skills at their disposal to correct performance problems before formal discipline is required. These tools and skills include, but are not limited to: coaching, counseling, training, and the use of evaluations and corrective action plans.
- B. Written Notice.** The initiation of discipline begins with the Supervisor, Department Head, Elected Official or Human Resources Director notifying the employee in writing identifying the allegation that is being investigated that may result in disciplinary action against them. The notice will include the scheduling of a Discipline

Consideration Meeting with the Employee or the deferral of the Discipline Consideration Meeting until completion of the investigation. The Discipline Consideration Meeting will normally be scheduled to occur within ten (10) working days of the alleged commission, omission or discovery of an act or omission which may lead to discipline or within ten (10) working days of the completion of the investigation.

- C. Discipline Consideration Meeting.** The Discipline Consideration Meeting will be informal in nature. While no formal record will be developed, all participants are expected to make and keep their own written notes of the proceedings. Attendees at the Discipline Consideration Meeting may include the Supervisor, Department Head, Elected Official or Human Resources Director and a witness, and the Employee and a representative. The Supervisor, Department Head, Elected Official or Human Resources Director will discuss why an investigation is being done or why discipline is being considered. The Employee will explain their side of the issue and may also suggest his/her own discipline which may or may not be accepted.
- D. Supervisor Action.** Within five (5) working days of the Discipline Consideration Meeting, the Supervisor, Department Head, or Elected Official shall make a discipline decision and:

- 1. In the case of a Verbal Reprimand.** Complete a TAOS COUNTY CORRECTIVE/DISCIPLINARY ACTION REPORT indicating a Verbal Reprimand and attach all supporting documentation. The employee will have the opportunity to sign the report acknowledging receipt. If the employee refuses to sign, a witness will sign acknowledging that the employee did receive a copy of the report. The employee will be given the Yellow copy of the report; including all supporting documentation. The White and Pink copies of the report and all supporting documentation will be placed in the informal file maintained by the employee's supervisor.
- 2. In the case of a Written Reprimand.** Complete a TAOS COUNTY CORRECTIVE/DISCIPLINARY ACTION REPORT indicating a Written Reprimand and attach all supporting documentation. The employee will have the opportunity to sign the report acknowledging receipt. If the employee refuses to sign, a witness will sign acknowledging that the employee did receive a copy of the report. The employee will receive the Yellow copy of the report; including all supporting documentation. The White copy of the report and all supporting documentation will be forwarded to the Human Resources Department for inclusion in the employee's official personnel file. The Pink copy of the report and all supporting documentation will be placed in the employee's informal file maintained by their supervisor.

An employee may request that a Written Reprimand be removed from their official personnel file after an eighteen (18) consecutive month period of discipline free performance. The request must be made in writing to the County Manager and endorsed by the employee's Department Head or Elected Official.

- 3. In the case of recommended Suspension, Demotion or Termination.** Complete a TAOS COUNTY CORRECTIVE/DISCIPLINARY ACTION REPORT indicating a recommended Suspension, Demotion or Termination and attach all

supporting documentation. The employee will have the opportunity to sign the report acknowledging receipt. If the employee refuses to sign, a witness will sign acknowledging that the employee did receive a copy of the report. The entire report and supporting documentation will be forwarded to the Human Resources Director for review and submission to the County Manager for action. The County Manager will schedule a Disciplinary Hearing to consider the recommended discipline.

- E. Scheduling the Disciplinary Hearing.** Within five (5) working days of receipt of a TAOS COUNTY CORRECTIVE/DISCIPLINARY ACTION REPORT and all supporting documentation from the Human Resources Director recommending Suspension, Demotion or Termination, the County Manager will schedule a Disciplinary Hearing. The County Attorney may also be included. The Employee may have Union or other representation at his own expense at the Disciplinary Hearing. At the Disciplinary Hearing, the employee will have the opportunity to respond to the recommended disciplinary action. If the employee elects not to be present at the Disciplinary Hearing, the disciplinary action recommended will still be evaluated at that time by the County Manager.
- F. County Manager Decision.** The County Manager will make a decision within five (5) working days of the Disciplinary Hearing. The County Manager's written decision will be attached to the TAOS COUNTY CORRECTIVE/DISCIPLINARY ACTION REPORT and it and all supporting documentation will be returned to the Human Resources Director for action. The Human Resources Director will implement the County Manager's decision. The White copy of the report and all documentation will be placed in the employee's official personnel file. The Yellow copy of the report and all documentation will be given to the employee. The Pink copy of the report and all documentation will be returned to the Supervisor to be placed in the employee's informal file. The Employee will also be given written notice of their right to appeal the County Manager's decision to an independent Hearing Officer.
- G. Appeal to an Independent Hearing Officer.**
- 1. Notice of Appeal.** Within five (5) working days of receipt of the County Manager's decision, the employee may appeal to an independent Hearing Officer. The appeal must be in writing to the County Manager.
  - 2. Appointment of Hearing Officer.** Within five (5) days of a Notice of Appeal, the County Manager will provide the employee the name of the proposed Hearing Officer. Within five (5) working days of receipt of the written notification of the proposed Hearing Officer, the employee must notify the County Manager in writing of any objection to the proposed Hearing Officer, giving valid and justifiable reasons for such objection. If the County Manager agrees with the objection, the County Manager and employee, or his representative, shall meet to designate a mutually acceptable Hearing Officer. If the County Manager does not agree with the objection, the Hearing Officer shall be as proposed. The County Manager's failure to meet and designate a mutually acceptable Hearing Officer shall be taken as a denial of the objection.
  - 3. Scheduling of the Hearing.** The appointed independent Hearing Officer will schedule a hearing within thirty (30) calendar days of his or her appointment.

The Hearing Officer will determine the date and time of the disciplinary hearing and will decide on any requests for continuance. Such hearings will be conducted at a time and place which is mutually convenient to all parties concerned. Requests for continuances of hearings shall be made at least three (3) working days prior to the scheduled hearing, absent extenuating circumstances. Requests for continuances of hearings shall be made in writing directly to the Hearing Officer with copies of all parties involved. The parties must agree in writing to any postponement of the hearing beyond thirty (30) days.

4. **Hearing Rules of Procedure.**

- a. **Open Meetings Act.** All hearings shall be open to the public unless the parties mutually agree in writing to the contrary.
- b. **Who Must be Present at the Hearing.** The following persons are required to be present at the hearing unless otherwise excused by the Hearing Officer or by agreement of the parties: the Hearing Officer, the employee and representative (if any), and the County's designated representative(s).
- c. **Hearing Officer Actions.** The Hearing Officer shall:
  - 1) Make rulings on procedural and substantive issues of the hearing.
  - 2) Determine the admissibility of evidence and testimony, all of which must have a direct bearing on the issue before the Hearing Officer.
  - 3) Administer the oath to all witnesses prior to the witness testifying.
  - 4) Follow the evidentiary standard for administrative agencies.
  - 5) Issue a written ruling, including findings of fact which form the basis of the Hearing Officer's conclusions of law.
- d. **Stipulation of Facts and Issues.** The parties shall stipulate to the facts and issues to the greatest extent possible prior to the hearing.
- e. **Sharing of Information Prior to the Hearing.** Prior to the hearing, the parties or representatives of the parties shall prepare copies of all exhibits and evidence which are expected to be presented. The parties shall stipulate to exhibits to the extent possible and bring to the hearing adequate copies for the Hearing Officer as well as the opposing party.
- f. **Evidence and Witnesses.** At least seven (7) calendar days prior to the hearing, all parties must submit to the Hearing Officer: a statement identifying the issues to be heard, a witness list and a complete list of documents to be admitted as evidence. Copies of all documents must be given to the opposing party at least seven (7) calendar days prior to the hearing. Witnesses in discipline appeal hearings are not admitted into the hearing room until called upon to testify.
- g. **Notice.** Notice of the hearing will be sent by certified mail to the employee and postmarked at least ten (10) working days prior to the scheduled hearing. Copies of the hearing notice shall be sent concurrently to all relevant parties.

- h. **Official Record of Hearing.** Either a tape recorded or stenographic record of all disciplinary appeal hearings will be made.

**5. Conduct of Hearings.**

- a. **Opening Statements.** The employer, who carries the burden of proof by a preponderance of the evidence, shall present an opening statement of the issues involved in the case, followed by the employee. Opening statements are limited to pertinent issues of fact and law and shall not exceed ten (10) minutes without permission of the Hearing Officer.
- b. **County Presentation.** Witnesses for the County will be called and questioned on their involvement in, or knowledge of, the case. Following each witness' testimony, the employee will have the opportunity to cross-examine the witness. The Hearing Officer will then have the opportunity to question the witness on matters related to the witness' testimony. The Hearing Officer shall restrict his questions to those necessary to clarify the testimony previously given. Follow-up or redirect questioning will be allowed at the discretion of the Hearing Officer.
- c. **Employee Presentation.** The employee will then present his or her case to the Hearing Officer. Witnesses for the employee may be called and questioned on their involvement in, or knowledge of, the case. Following each witness' testimony the County will have the opportunity to cross-examine the witness. The Hearing Officer will then have the opportunity to question the witness on matters related only to the witness' testimony. The Hearing Officer shall restrict his or her questions to those necessary to clarify the testimony previously given. Follow-up or redirect questioning will be allowed at the discretion of the Hearing Officer.
- d. **Rebuttal.** Following presentation of the employee's position, the County may offer rebuttal testimony. Such testimony shall be brief and shall address only the issues brought forth in the employee's presentation.
- e. **Closing Statements.** The employee's closing statement shall be presented, followed by that of the County. These statements shall not exceed ten (10) minutes without the permission of the Hearing Officer, and at a minimum shall contain a request for the desired outcome. The employee shall have the opportunity to make a final statement, not to exceed five (5) minutes, which shall be limited to issues brought forth in the County's closing statement.
- H. Communication of the Independent Hearing Officer Decision.** The Hearing Officer's written decision will be issued within ten (10) working days of the hearing and sent to the employee and the County Manager. The Hearing Officer may uphold, modify or reverse the decision of the County Manager, and may reinstate the employee and award back pay and benefits. The record of the proceeding will be retained by the County Manager's office or the certified court reporter for a period of not less than one (1) year from the hearing date, along with all of the physical evidence admitted by the Hearing Officer. The verbal record shall be transcribed only in the case of appeal to the district court by one of the respective parties. The

party requesting the transcription shall make arrangements to pay for the transcription.

- I. **Appeal of Hearing Officer Decision.** Either party may appeal the Independent Hearing Officer's decision in the Eighth Judicial District Court within thirty (30) days of the Hearing Officer's decision.

## Article 9. Grievance Procedure

- A. **Definition.** "Grievance" is an allegation made by the Union against the County that a violation, misapplication, or misinterpretation of any provision of this Agreement has occurred.
- B. **Application.** Grievances may be filed on behalf of an individual employee or group of employees covered by this Agreement or by the Union. Or, an individual employee may present a grievance under the provisions of this Article and have it adjusted without the intervention of the Union so long as:
  1. The adjustment is consistent with the terms of this Agreement;
  2. The Union is provided with the opportunity to be present during the grievance meetings, is provided copies of grievance documentation, and is provided an opportunity to make its views known;
  3. The employee is responsible for any legal expense incurred if she/he elects to be represented by legal counsel; and
  4. An individual employee may not invoke arbitration under this Article.
- C. **Definition of Days.** Days for the purposes of this Article shall mean working days, Monday through Friday not including Holidays.
- D. **Steps in the Grievance Process.** Employees should attempt to resolve any problem with their immediate supervisor before filing a formal grievance under the procedures established in this Article. If a satisfactory solution is not reached within ten (10) working days of attempting an informal resolution, Step 1 of the formal grievance process may be initiated. Informal resolution of grievances prior to Step 1 shall not be binding upon the parties as past practice or interpretation of this Agreement.

**Step 1. Immediate Supervisor Level.** Grievance must be initiated by presenting a written grievance to the immediate supervisor promptly or no later than ten (10) working days after the grieving or the Union was aware, or reasonably could have become aware, of the incident(s) giving rise to the alleged grievance. The grievance shall set forth:

1. The employee's name, job title, and worksite;
2. The name, address, and telephone number of the Union representative, if any;
3. The Article(s) of the Agreement alleged to have been violated;
4. A description of the alleged violation(s);

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5. The relief requested;
6. The signature of the grieving and/or Union representative.

The immediate supervisor shall respond in writing within five (5) working days of receipt of the written grievance. Failure to respond shall constitute a denial of the grievance. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to Step 2 by filing with the Department Head or Elected Official within five (5) working days of the time for response of the immediate supervisor. If the immediate supervisor is the Department Head or Elected Official, the grievance shall be advanced to Step 3.

**Step 2. Department Head or Elected Official Level.** If the grievance is not satisfactorily resolved at Step 1, the Union or grieving shall submit the grievance to the appropriate Department Head or Elected Official. The Department Head or Elected Official shall respond in writing within five (5) working days of receipt of the written grievance and may, within this same period, request a meeting with the Union to discuss the grievance and its settlement. Failure to respond shall constitute a denial of the grievance. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to Step 3 by filing with the County Manager within five (5) working days after receipt of the written response or of the time for response by the Department Head or Elected Official

**Step 3. County Manager Level.** If the grievance is not satisfactorily resolved at Step 2, the Union or grieving shall submit the grievance to the County Manager. The County Manager shall respond in writing within ten (10) working days of receipt of the grievance and may within this time period, request a meeting with the Union to discuss the grievance and its settlement. Failure to respond shall constitute a denial of the grievance. If the grievance is not satisfactorily resolved at this level, the formal grievance may be submitted to final and binding arbitration by the Union, but not by the individual grieving. The submission to binding arbitration must occur within twenty (20) working days after receipt of the written response or of the time for response by the County Manager.

**Step 4. Arbitration.** The Union may invoke arbitration by serving a written demand for arbitration to the County within twenty (20) working days from the time for response by the County Manager. Within five (5) working days of the written demand for arbitration, the Union shall make a request for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within five (5) working days of the receipt of the list of arbitrators the parties will meet to select an arbitrator. The selection shall be made by the Union and the County alternately eliminating names. The last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. Once an arbitrator is either selected by the parties or appointed by the FMCS, the arbitrator shall have full jurisdiction.

The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement, but may give appropriate interpretation or application to such terms and provide appropriate relief. The arbitrator shall not have authority to make an award which includes a fine or other punitive damages or award attorney's fees. Each party shall pay one half of the arbitrator's fees/expenses. The arbitrator's decision shall be final and binding subject to judicial review in accordance with the New Mexico Uniform Arbitration Act.

- E. No Solicitation of Grievances.** Union Representatives, Union Stewards, Grievance Committee persons or Union Officers shall not solicit grievances. Such individuals may receive, discuss and handle grievances as provided for in this agreement.
- F. County Grievances.** Any grievances, which the County may have against the Union, shall be made in writing by the County Manager and submitted to the Union President within ten (10) working days of the commission or omission of the act, which generated the grievance. The Union shall respond in writing within ten (10) working days of receipt of the grievance and may within this time period, request a meeting with the County Manager to discuss the grievance and its settlement. Failure to respond shall constitute a denial of the grievance. If the grievance is not satisfactorily resolved, the County may submit it to final and binding arbitration within twenty (20) working days after receipt of the written response or of the time for response by the Union.
- G. Extension of Time Limits.** The time limits in this Article may be extended by mutual written agreement of the parties.
- H. Witnesses.** Employees called as witnesses, during their normal working hours, will be provided sufficient time to testify. Employees called as witnesses during their non-duty time will appear without pay.
- I. Mediation.** At any time during the grievance process, the dispute can be referred to Mediation upon the written agreement of both parties.

## Article 10. Leave

- A. Authorized Leave.** Authorized Leave is any absence, with or without pay, during regularly scheduled work hours which has been approved by the County Manager, Elected Official or Department Head. Leave is granted in accordance with work load requirements and must be approved in advance, in writing using the Taos County Request for Leave form before the absence. Approved Request for Leave forms will be submitted to the Finance Department with the Time and Attendance Records each pay period.
- B. Unauthorized Leave.** Unauthorized Leave is any absence without the approval of the County Manager, Elected Official or Department Head. Unauthorized Leave is subject to loss of pay and disciplinary action, up to and including termination. If an employee is absent without leave for a period of three days, they will be considered to have voluntarily resigned from County employment.

**Holidays.** Legal holidays will be designated by the Board of County Commissioners at the beginning of each calendar year. For those employees working a non-shift, regular forty-hour work week, they will receive eight (8) hours of holiday pay for the legally designated holiday. For those employees working a shift schedule, holiday pay will apply only on the actual calendar holiday. (For example, if the actual Christmas Day falls on a Saturday and the following Monday is declared the legal holiday by the Taos County Board of Commissioners, those shift employees actually working on Christmas Day will receive the holiday pay.) The following conditions will apply with respect to holidays and holiday pay:

1. Casual and Temporary employees are not entitled to holiday pay.
2. When a legal holiday falls on an employee's day off, the employee's legal holiday shall be observed on the following work day, work load permitting, as determined by the Department Head.
3. When a holiday falls during an employee's authorized leave, the day shall be counted as a holiday, and not as a leave day.
4. In order to receive pay for a designated legal holiday, employees shall be in work or paid leave status on their scheduled work day immediately proceeding and following the holiday, or must have worked on the designated holiday. An employee absent without leave on their scheduled work day before or after a holiday will not receive pay for that holiday.
5. Employees who are required to work on a holiday will be paid their regular pay for the actual hours worked on the holiday, plus additional holiday pay of one hour of regular pay for each hour actually worked. Employees will be paid overtime based on the rules of the FLSA.

**D. Annual Leave.**

1. All full-time employees shall accrue annual leave at the rate of 5.538 hours per pay period of 80 hours worked. Part-time employees will accrue annual leave on a pro-rated basis. Annual leave shall not be accrued while an employee is on leave without pay. An employee does not accrue annual leave for time worked in excess of forty (40) hours per week.
2. A. Employees wishing to take Annual Leave must have it approved in advance using the Taos County Request for Leave form. Annual leave will be granted on a first come, first served basis. All things being equal, seniority with the County will have preference in allowing annual leave. Annual Leave requests will normally be approved, but are subject to the needs of the County. Annual Leave shall not be granted before it is accrued.  
  
B. Annual leave may be taken without prior approval in rare instances where circumstances do not allow the employee to request the leave in writing before the absence. In such instances, the employee will notify his/her supervisor as soon as practicable of the need for annual leave.
3. Probationary employees will ordinarily not be allowed to take Annual Leave until they have successfully completed their probation.
4. A maximum of 240 hours of annual leave may be carried forward by an employee to the next calendar year.
5. The County will pay an employee the full cash equivalent of the accumulated annual and accrued compensatory time upon separation from service. An employee may take annual leave before separation from County employment.

6. The County may buy back that portion of an employee's annual leave that exceeds his maximum carry-over at the end of each calendar year providing the following criteria are met:
  - a. The employee must state in writing to the County Manager, no sooner than January 1<sup>st</sup> and no later than January 15<sup>th</sup> of the subsequent calendar year his intention to sell back the annual leave in excess of the respective maximum carry-over balance.
  - b. The employee and Department Head must submit to the County Manager a vacation schedule for the current year to insure that his leave balance will be below 240 hours by the end of the current calendar year.
  - c. Sufficient funding is available.
  - d. Employees may sell back no more than eighty (80) hours of accumulated annual leave per calendar year.
7. Employees may contribute annual leave to another Taos County employee when the following criteria are met:
  - a. The employee is in need of sick leave time due to critical circumstances.
  - b. The employee in need has used all sick and annual leave.
  - c. The contributing employee must maintain a balance of eighty (80) hours.
  - d. The annual leave hours will be transferred from one employee to another in hourly increments.
  - e. Sufficient department funding is available.
8. **Death of an Employee.** Upon the death of an employee, the County will pay, to the appropriate beneficiary or to the estate of the employee, the full cash equivalent of the accumulated annual leave and accrued compensatory time.

**E. Sick Leave.**

1. Full time Employees will accrue sick leave at the rate of 4.615 hours per pay period of 80 hours worked. Part-time Employees will accrue sick leave on a pro-rated basis. The maximum accrual of sick leave is 1200 hours. Any Employee who has more than 1200 hours of sick leave as of the effective date of this agreement will maintain such accrued sick leave until it is used or the Employee terminates employment with the County.
2. Sick leave shall be authorized by the employee's supervisor when an employee is unable to perform normal job duties due to medical considerations such as (but not limited to) the following: illness, injury, prearranged medical or dental examination, quarantine, therapy, counseling and treatment, , or when the employee's immediate family member is ill and requires the personal attention of the employee. Sick leave

shall not be used for relief from effects of a second job (moonlighting). An employee may be terminated for abusing sick leave.

3. Accrued sick leave shall not be paid upon separation from employment with the County. The employee has no right to use up sick leave before separation or retirement. Use of sick leave before separation or retirement will be carefully monitored for abuse by the County.
4. Employees transferred to a different County position will carry accrued sick leave with them to the new position.
5. An Employee may be required to show a doctor's certificate when the Employee has used over three (3) consecutive days of sick leave. An Employee may be required to submit a doctor's certificate for an absence from work due to illness of less than three (3) working days if the Employee's supervisor or the County Manager determines that a pattern of sick leave usage in conjunction with Holidays and days off is being established by an Employee. A doctor's certificate may be requested by the Elected Official/Department Head or the County Manager to support sick leave when a pattern of absences develops. Pattern of absence is defined as, but not limited to, when an Employee's attendance record shows a somewhat consistent sequence of absences, i.e. almost always Mondays, Fridays, Mondays and Fridays before and/or after Holidays, times of overtimes, certain week(s) of the month, or pay days. Failure to submit a doctor's certificate when requested will prohibit the Employee from receiving sick leave with pay for the period in dispute and may result in disciplinary action.
6. A physical examination may be requested by the Department Head when a pattern of sick leave develops, work performance is inadequate and/or an employee's value to the County becomes questionable because of poor attendance.
7. Sick leave shall be reported to the employee's supervisor by the employee or an immediate family member on a daily basis and as soon as possible but no later than one (1) hour after the beginning of the employee's work shift unless the nature of the illness requires extended leave and has been certified by the employee's physician.
8. Probationary employees accrue sick leave in the manner set forth above. Use of sick leave shall be approved by the employee's supervisor on a case-by-case basis during the probationary period. A probationary employee may be dismissed for excessive use of sick leave.
9. All Collective Bargaining Unit Employees who accumulate more than sixty-four (64) hours sick leave in a calendar year are eligible to receive a cash payment for those days accumulated during the calendar year in excess of sixty-four (64) hours. Payment for the excess days will be made the first pay day in January. Days converted to pay shall be deducted from the Employee's accumulated sick leave balance. Employees will be required to maintain a minimum balance of sixty-four (64) hours of sick leave in order to cash in any unused portion of sick leave pursuant to this article. No sooner than January 1<sup>st</sup> and no later than January 15<sup>th</sup> of each calendar year, the Employees shall notify the Human Resources Office in writing of their intention to sell back the sick leave in excess of sixty-four (64) hours accumulated during the prior calendar year in accordance with this provision.

## 10. Wellness Incentive

Employees who accumulate and do not use more than forty (40) hours sick leave in a calendar year are eligible to receive a cash payment for those days accumulated during the calendar year in excess of forty (40) hours. Payment for the excess, unused, days will be made the last payday in January following the calendar year in which they were accrued. Days converted to pay shall be deducted from the employee's accumulated sick leave balance. Employees will be required to maintain a minimum of sixty four (64) hours of sick leave in order to cash in any unused portion of sick leave. No sooner than January 1 and no later than January 15<sup>th</sup> of each calendar year the employee shall notify the Human Resources Department in writing of their intention to sell back the sick leave in accordance with this provision. Sick leave which has been donated to another employee is considered used leave by the donor employee and is subtracted from the employee's accumulated sick leave total.

**Sick Leave Bank.** A Sick Leave Bank will be activated for classified and unclassified Employees. When an employee leaves County service all accrued and unpaid sick leave will automatically be donated to the Sick Leave Bank. Also, any employee may donate unlimited accumulated sick leave so long as the donor employee maintains a minimum of one hundred and twenty (120) sick leave hours in their leave record. An Employee may apply for sick leave bank hours in case of extended absences due to catastrophic illness/disability that renders the member incapable of working or due to the serious illness/disability of an immediate family member. Probationary Employees may not participate in the Sick Leave Bank. An Employee may apply for Sick Leave Bank hours for any of the events for which sick leave may be granted when the Employee has used all of his or her sick leave. "Catastrophic" is defined as an illness or disability that has occurred that requires extended hospitalization or home confinement, and for which no worker's compensation is available. A Physician's certificate shall be required when the employee is requesting sick leave bank hours.

- a. Classified and Unclassified Employees of the County shall be eligible to draw sick leave from the Sick Leave Bank under the following terms and conditions:
  - 1) Once an employee has exhausted all of their accrued sick leave, compensatory time and annual leave, the employee is eligible to draw from the Sick Leave Bank forty (40) hours per pay period for two (2) pay periods and thereafter twenty (20) hours per pay period for four (4) pay periods, thereby drawing from the Sick Leave Bank for up to six (6) pay periods.
  - 2) Once an employee draws any amount from the Sick Leave Bank, request for additional hours from the Sick Leave Bank by that employee will be evaluated and decided jointly by the Labor/Management Committee.
11. Any Employee of the County, covered by this Bargaining Agreement, who has more than six hundred (600) hours of sick leave upon retirement from the County shall be paid for each hour in excess of six hundred (600) hours at the rate of one half (1/2) their hourly rate of pay at the time of retirement. Accrued sick leave up to the six hundred (600) hour threshold will be donated to the Sick Leave Bank.
12. Employees may contribute sick leave directly to another Taos County employee when the following criteria are met:

- a. The employee is in need of sick leave time due to critical circumstances.
- b. The employee in need has used all sick and annual leave.
- c. The contributing employee must maintain a balance of one hundred and twenty (120) sick leave hours.
- d. The sick leave hours will be transferred from one employee to another in hourly increments.
- e. Sufficient department funding is available.

**F. Bereavement Leave.** Leave with pay for which the employee is not charged sick or annual leave due to the death of an immediate family member. Employees may be required to provide documentation that provides proof of familial relationship. Failure to provide such proof shall result in the employee being charged with Unauthorized Leave without Pay. Bereavement Leave may be granted based on the following schedule.

1. Death of an employee's mother, father, sibling, spouse, children (adopted or biological), or grandchildren and those like relatives of employee's spouse or domestic partner up to forty (40) hours.
2. Death of an employee's grandparents, great-grandparents, aunts, uncles, nieces, nephews or those like relatives of the employee's spouse within New Mexico up to twenty four (24) hours.
3. Death of an employee's grandparents, great-grandparents, aunts, uncles, nieces, nephews or those like relatives of the employee's spouse outside of New Mexico up to thirty-two (32) hours, however, the employee must provide proof of travel and a copy of the obituary.

**G. On the Job Injuries or Illness.** An Employee, who suffers an on-the-job injury or illness, is required, unless incapacitated, to immediately prepare and submit a Notice of Accident form to their supervisor. If the employee is unable to do so, the supervisor will fill out the Notice of Accident. An Employee who suffers an on-the-job injury or illness and requires immediate emergency treatment and returns to work on the same workday will not be charged sick leave. The supervisor shall submit the Notice of Accident form and the required NMCIA Supervisor's Report of Accident form to the Human Resources Department and the Employee will be considered for Workers Compensation benefits as provided by law. Drug testing may be required as defined in the Taos County Personnel Policy.

**H. Family and Medical Leave.**

1. The County will comply with the federal Family and Medical Leave Act (FMLA). Employees will be placed on FML for any qualifying event allowed under the law. FML absences may be charged to sick leave, annual leave, compensatory time or leave without pay as appropriate.

2. Employees on leave under the FMLA will retain their seniority.

- I. **Administrative Leave.** Administrative leave with pay may be authorized subject to the approval of the County Manager, for an Employee to attend official meetings as it pertains to the Employee's work and where the good of the County is involved or to conduct County business at a location other than the Employee's normal work station. Employees may be placed on administrative leave with pay should any action of the Employee require investigation as determined by the County Manager.

The County Manager may close offices and send employees home due to inclement weather. Employees sent home will be granted administrative leave with pay. Employees that cannot make it to work because of weather shall be charged with sick leave, annual leave, compensatory time, or, if no such leave has been accrued, leave without pay for all normal work hours missed.

- J. **Witness and Jury Leave.** Employees will be granted leave with pay when subpoenaed to appear in a Court of competent jurisdiction as a witness on behalf of the County or called to serve as a juror by a Court of competent jurisdiction. Fees received by an Employee for compensation as a witness or as a juror, excluding reimbursement for mileage, shall be paid over to the County. Upon being subpoenaed or called for jury duty, an Employee shall immediately notify his/her Department Head or Elected Official. If possible, such Employee shall state the estimated time he/she will be absent from work in order that necessary staffing adjustments can be made.

- K. **Voting Leave.** Employees are allowed up to two (2) hours with pay to vote on Election Day. Time taken off for voting shall not be used for any other purpose. Voting time off, with pay of up to two (2) hours, will not be granted to any Employee whose normal work days begin more than two (2) hours after the opening of the polls or ends more than two (2) hours prior to the closing of the polls. Employees may be required to show they are registered eligible voters to qualify for voting leave.

- L. **Military Leave.** All Employees of the County who are members of the Armed Forces of the United States shall be entitled to a maximum of fifteen (15) calendar days per federal fiscal year of military leave with pay when called or placed on active duty or required to attend organized courses of instruction or training periods thereof. A copy of the Employee's official military orders is required to be provided to the Human Resources Department prior to the commencement of such leave. In the event an Employee is called to military duty for a period beyond the fifteen (15) days allowed for military leave, the period in excess of fifteen (15) days may be charged to an Employee's accrued compensatory time, accrued annual leave or leave without pay.

- M. **Educational Leave.** Educational Leave is subject to recommendation of the Department Head and the approval of the County Manager, Employees may be granted leave without pay to attend courses at a high school, vocational school, college or other educational institution of higher learning. Full-time Employees required by the Employer to attend classes will be paid their normal wages for all hours in attendance. Any courses or classes attended as a requirement of maintaining a professional license or certificate by Employees may be done on Employer time if approved by the County Manager. The Employer may choose, in any given year, to sponsor one or more of its Emergency Medical Employees as candidates for Paramedic Training. The Employer may offer one

or more such candidate financial support consistent with legal requirements. The County will reimburse EMT Employees for license/certification fees required for the license. The County will also reimburse EMT Employees, with Department Head approval, for the required course fee, subject to the Employee passing the courses.

#### **N. Personal Leave Day**

1. Employees who have completed their probationary period shall be entitled to one (1) personal leave day (eight (8) hours) each fiscal year. Employees in part-time positions who have completed their probationary period are entitled personal leave prorated to the hours worked.
2. Personal leave is to be requested in advance and approved by the employee's supervisor.
3. Personal leave days must be used within the fiscal year that it was accrued, or it shall be forfeited. Personal leave day shall not be compensated upon separation from County employment.
4. The personal leave day must be taken during eight consecutive hours, or in the case of part-time employees, consecutive prorated hours.

### **Article 11. Lay Off and Recall**

- A. Notice.** Employees will be given written notice of any layoff specifying the reasons and the expected duration of the layoff.
- B. Order.** If it becomes necessary for the County to reduce the number of County employees because of a lack of funds or a lack of work, such reductions will occur in the following manner:
  1. Casual, temporary, and probationary employees will normally be laid off before full or part-time classified employees. The County Manager may determine on a department by department basis that a position cannot be filled by a classified employee and the Casual, temporary, or probationary employee must be retained to meet specific job or County requirements.
  2. Layoff of classified employees shall be recommended by the Department Head and approved by the County Manager. Length of County service will normally be the determining factor in a layoff. However, an employee's suitability for jobs remaining, ability to perform available work, and past job performance will be considered.
  3. Employees to be laid off may be notified at any time during a pay period and shall be allowed to work through the end of that regular pay period or receive pay through the end of that period.
  4. Employees who are laid off will receive two (2) weeks of severance pay.

5. Accrued annual leave and severance pay shall be paid on the next regularly scheduled pay day.
  6. The sick leave of a laid off employee is frozen as of the day of lay off.
- C. Seniority.** Employees will retain seniority in any position or classification previously held, provided the Employee is capable of performing the work.
- D. Recall.** Employees laid off or demoted, due to a reduction in force, will be called back to work in their seniority order within classification according to the following procedures:
1. The Employer will advise the Employee of their recall by certified or registered United States mail with delivery confirmation. A copy of such recall notice will be furnished to the local Union President.
  2. An Employee, upon receiving notice of recall, shall within ten (10) working days of delivery confirmation notify the County Manager in writing of their intent to return to work. A recalled employee must report to work not later than fourteen (14) calendar days from the date of delivery confirmation, unless there are extenuating circumstances approved by the County Manager. An Employee who fails to respond to the recall within ten (10) working days will forfeit any and all recall rights.
  3. Laid off Employees have the responsibility of keeping the Employer informed as to their correct mailing address. Failure to do so, on the part of the Employee, shall result in the forfeiture of any and all recall rights. Laid off Employees will be kept on an active list for recall for nine (9) months.
  4. No new Employees, within the affected classifications, will be hired in the County during the nine (9) month recall period until eligible laid off Employees have been given the opportunity to return to work.
  5. A full-time or part-time classified employee who returns to work will not have to serve a probationary period.
  6. An employee returning from lay-off will be credited for all unused sick leave accrued up to the time of layoff.

## **Article 12. Safety and Health**

- A. Safe Environment.** The County shall provide a safe and healthy work environment for all Employees.
- B. Safe Practices.** The County and the Union shall insist on the observance of safety practices and procedures by Employees and insist on corrections of unsafe or unhealthy conditions. Mechanical equipment, vehicles and vehicle equipment shall be maintained in safe condition. Employees shall be required to use all safety devices, specifically seat belts when riding in or operating a County Vehicle.
- C. Notification of Unsafe Conditions.** If an Employee believes he/she is being required to work under unsafe conditions the Employee shall notify the supervisor, who will

immediately investigate the condition and take appropriate action. No Employee will be disciplined for refusing to work under unsafe working conditions if the Employer has determined that the conditions are unsafe.

- D. Lifting Procedures.** Employees shall be instructed in proper lifting procedures prior to assignment.
- E. Hazardous Conditions.** The Employee, when dealing with hazardous materials or potentially hazardous situations, will adhere to OSHA regulations. The Union shall not arbitrarily or capriciously use this provision to hamper the Employer's ability to maintain normal operations of the County.
- F. Notification of Injury.** Any Employee injured on the job must immediately notify his or her supervisor and, except in the case of a serious emergency, complete an Employee Accident/Incident Report. If it is necessary for the Employee to receive emergency medical care or treatment the County will arrange for transportation of the injured Employee.
- G. Emergency Care.** In the event an Employee is injured on the job and requires immediate emergency care, the time for the emergency shall be charged to Administrative Leave. This leave will be granted for immediate care through the end of the shift. Additional time may be approved, if necessary, on a case-by-case basis. A release to return to work from a qualified physician will be required before returning to work. In the case of on-the-job injuries, the Employer reserves the right to conduct a preliminary medical investigation at the time of the incident.
- H. Early Return to Work Modified Work Assignment.** An injured Employee may return to work only when his/her treating physician or doctor releases the employee to return to work. An Employee will be given "light duty" only when the Employer has light duty positions available.
- I. Examination Time.** When the Employer requires an Employee to submit to a physical examination, including x-rays and laboratory tests, as a condition of employment, the Employee will be compensated at their regular rate of pay for the required amount of time to complete the examination.

### **Article 13. Personal Vehicles**

Employees will not be required to use their vehicles for County business. Travel to and from the worksite is not County business. Employees who use their vehicles for County business and such use has been authorized by the County Manager will be paid at the rate allowed by the New Mexico Mileage and Per Diem Act.

### **Article 14. Employee Protection**

- A. Political Rights.** Employees, Department Heads, Elected Officials and the Union are prohibited from threatening to use their authority or influence to prevent an Employee from being hired or promoted because the Employee did or did not vote for certain candidates, requiring Employees to contribute part of their pay to a political fund,

pressuring Employees to buy tickets to political fund-raising events, and coercing Employees into taking part in political activity.

- B. Tape Recordings.** Tape recordings will only be used by the parties as permitted by law or with the mutual consent of the parties.

## Article 15. Allowances

- A. Uniform Allowances.** The County will provide uniforms or a uniform allowance for all Employees who are required to wear specific uniforms as part of their jobs. Employees shall be responsible for keeping their uniforms clean and neat.
- B. Ammunition.** The County will provide ammunition required for qualification and training up to twice per year for Sheriff's Officers.
- C. Protective Clothing and Shoes.** The County will provide protective clothing (hard hats, gloves, coats, etc.) and shoes to any Employees whose duties require such. New clothing and shoes will be provided as necessary. In the case of a conflict or question as to whether specific protective clothing or equipment is necessary, the Department Head or Elected Official of the affected employee and a union representative will review the facts and circumstances and jointly make the decision as to whether the requested equipment is necessary. If they are unable to make a unanimous decision the decision shall be left to the County Manager, whose decision is final.

## Article 16. Compensation and Benefits

- A. Salary Proposal.**
1. All full-time and part-time classified employees will receive a cost of living increase of \$.75 per hour effective July 26, 2008.
  2. An employee that successfully completes their probationary period and becomes a classified employee will receive a cost of living increase of \$.75 per hour.
- B. Shift Differential.** The shift differential pay for swing and graveyard shifts will remain at thirty cents (.30¢) per hour. Employee's working a twenty-four hour shift will not receive shift differential pay.
- C. PERA Contribution.** The PERA contributions will remain the same (Employee assumes 15.65% and the County assumes 11.65%). If adopted, the PERA contributions for Detention Center employees under the enhanced benefit plan will be 16.65% for both the County and employee.
- D. Health Insurance.** The Health Insurance premium contributions will remain the same (Employee pays 10% and the County pays 90% of the Employees personal insurance cost and the Employee pays 30% and the County pays 70% for the Employee's family coverage).

- E. Pay Equity and Longevity Increases.** Pay Equity and Longevity pay increases will be given pursuant to the following schedule:
1. Employees who reach three (3) years of service during the year will receive a twenty-five (\$.25) cents per hour pay raise.
  2. Employees who reach five (5) years of service during the year will receive a forty (\$.40) cents per hour pay raise.
  3. Employees who reach ten (10), fifteen (15), or twenty (20) years of service during the year will receive a fifty cents (\$.50) per hour pay raise.
  4. Employees who reach twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24), twenty-five (25) or twenty-six (26) years of service during the year will receive a pay raise of twenty-five cents (\$.25) per hour.
  5. Employees that qualify for the 20 year retirement plan and who reach sixteen (16); seventeen (17), eighteen (18), nineteen (19) and twenty one (21) years of service during the year will receive a pay raise of twenty-five cents (\$.25) per hour.
  6. All equity adjustment pay raises or longevity pay raises shall take effect at the beginning of the pay period following the employee's anniversary date.
  7. If an employee has left employment with Taos County and is eligible for rehire, and returns to County service within eighteen (18) months, the prior years of service will count as service to the County in calculating the employee's longevity increases.

**Effective Date.** Article A and E shall be implemented effective July 26, 2008.

## **Article 17. Outside Employment**

Any Employee may engage in outside employment or work in a private business in which the Employee has an interest, provided such employment or work does not interfere with the efficient performance of his/her duties or conflict or give rise to a suspicion of conflict with the interests of the County. Employees shall give notice of the proposed outside employment or work in a private business to their Department Head or Elected Official and County Manager in writing.

## **Article 18. Use of Force**

An officer who uses physical force in the performance of his or her duties shall complete a "Use of Force Form" when physical force or chemical agents are used.

## **Article 19. Sub-Contracting**

Should the County decide to contract work out to non-employees and such contracting results in the layoff of any Bargaining Unit Employee, the County agrees to provide the Union thirty (30) days advance notice and to allow the Union to provide input to any such decisions. Employees who are

affected by the layoff will be given priority on bidding for any vacant positions that exist within the County for which they are qualified in accordance with the layoff provisions of this Agreement.

## Article 20. Dues Deductions

**A. Dues Deduction.** During the term of this Agreement, the Employer will deduct, from the pay of each bargaining unit Employee, membership dues levied by the Union in accordance with its constitution and by-laws. The Union will provide the dues deduction card. Only one deduction will be made. That deduction may include Union membership dues; Union sponsored benefit program premiums, and Union political action committee contributions. Requests for any of the payroll deductions shall be made on a form provided by the Union. Any Employee who has authorized payroll deductions to the Union shall continue to have such deductions made and shall not be required to reauthorize such deductions as long as this Agreement is in effect and the Union is recognized as the exclusive representative. The Employer shall provide the Union with a written alphabetical list of names, home addresses, social security numbers, work classifications and Employee numbers of each of the bargaining Union members from whom the department has deducted dues. New members of the bargaining unit may join at anytime.

The County agrees to deduct from the wages of any employee who is a paying member of the Union an optional PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the County and the Union. The County agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**B. Fair Share.** The Union must maintain 51% of the Bargaining Unit for Fair Share to apply as follows:

1. 51% Union membership must be reached within one (1) year of the ratification of the Agreement by the Union.
2. The County Human Resources Department will provide a monthly list of current bargaining unit Employees.
3. No Union membership soliciting is allowed during working hours.

**C. Cancellation of Deduction.** Employees who have authorized Union deductions shall have the right to cancel such deduction by providing written notice to the Union and the County Finance Department during the first fifteen (15) days in July of each year. The dues deduction cards signed by the Employees must include language identifying the once a year cancellation period.

**D. Indemnification.** The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of complying with this Article.

## **Article 21. Memorandums of Understanding**

In the event that an issue should arise that is of vital concern to the County or the Union, either party may initiate the Memorandum of Understanding (M.O.U.) process. This shall only occur if the identified issue will impact the collective bargaining agreement between the County and the Union. Both parties will meet in an attempt to reach agreement on the issue. Once agreement is reached, the signature of the Union President or designee, the County Manager, and the County Commissioners, as exclusive representatives on Memorandums of Understanding, shall be binding on the parties. A designee for the aforementioned purpose shall be authorized only by a letter dated and signed by the Union President.

## **Article 22. New Employees**

The Union will be granted one half hour monthly to speak in person to new employees who are FLSA non-exempt. The meeting will be introductory, and the Union representative(s) conducting same will provide the new employees with an informational packet upon the conclusion of the meeting.

## **Article 23. Applicability**

- A. It is understood that this Agreement does not supersede any provisions of any Public Employee Bargaining Act that may be adopted in the State of New Mexico and the provisions of any such Act control where a conflict or omission exists.
- B. The provisions of this Agreement, upon approval and ratification by the appropriate parties, shall control when in conflict with the Taos County Personnel Policy.
- C. The Taos County Personnel Policy, as currently written or as amended by the Taos County Board of Commissioners, is hereby incorporated into this Agreement. The Taos County Personnel Policy shall control any employment issue not addressed by the provisions of this Agreement. If the provisions of this Agreement and the Taos County Personnel Policy conflict, the provisions of this Agreement shall control for Bargaining Unit personnel only.

## **Article 24. Saving Clause**

If any section or provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected and the parties will meet within thirty (30) calendar days to negotiate a suitable section or provision to replace that which was held invalid.

## **Article 25. Wages Negotiation**

In March 2007, the Employer and the Union shall discuss additional pay raises and other economic issues for Bargaining Unit Employees.

### Article 26. Term of Agreement

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 26, 2008 and continuing through June 30, 2010. Should neither party to this Agreement request the opening of negotiations as provided by the Taos County Collective Bargaining Ordinance No. 1985-4, or as amended, this Agreement and the conditions herein shall continue in effect from year to year.

ADOPTED AND APPROVED THIS 22<sup>nd</sup> DAY OF July 2008.

### Board of Commissioners of Taos County

  
Charlie I. Gonzales, Chair

  
Daniel R. Barrone, Vice Chairman

  
Nicklos E. Jaramillo, Commissioner

  
Joe M. Duran, Commissioner

  
Gabriel J. Romero, Commissioner

The American Federation of State, County and  
Municipal Employees, Council 18, Taos County  
Public Employees, Local 1193

  
Bernadine Jaramillo, President

Attest:

  
Elaine S. Montano, Taos County Clerk

