
Collective Bargaining Agreement

**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**

August 2010 – June 2012



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Collective Bargaining Agreement

This Collective Bargaining Agreement ("Agreement") is made and entered into on this 17th day of August 2010 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 # 1985-1, An ordinance establishing a procedure for Collective Bargaining.

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 interruptions of or the interference with the operations of the County.

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

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, 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 Agreements.

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 for Bargaining Unit eligible Employees, 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, working hours and working conditions for all Bargaining Unit Employees. The County recognizes the Union as the exclusive bargaining agent for all full-time and part-time Bargaining Unit Employees.

Article 3. Definitions

The following definitions shall apply to this agreement:

"Bargaining Unit Employees" or **"Employees"** are all full and part-time Employees of the County who have completed their probationary period of service, except managerial, supervisory and confidential Employees as defined by Public Employees Bargaining Act (PEBA), 1978 NMSA, Section 10-7E-1 et seq., elected officials and Employees hired under specific federal or state government funding.

"Confidential Employee" means a person who devotes a majority of his or her time to assisting and acting in a confidential capacity with respect to a person who formulates, determines or effectuates management policies in the field of labor relations.

"COLA" is the Cost of Living Adjustment, for all Bargaining Unit Employees, to be negotiated annually between the parties on behalf of all Bargaining Unit Employees.

"County Seniority" is the length of an Employee's continuous employment with the County.

"Department Seniority" is the length of an Employee's continuous employment within a Department.

"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; or f) joint ownership of either a motor vehicle, checking account or credit account.

"Employees" are the Employees of the County included in the bargaining unit.

"Grievance" is defined in Article 9.A of the Agreement.

"Immediate Family" is defined as the Employee's mother, father, stepmother, stepfather, children, siblings, spouse, grandparents, stepchild(ren), and domestic partner.

"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.

"Management" is the County Manager, Elected Official, Deputy County Manager, Department Heads, Supervisors, and any other designated representative of management.

"Merit Increase" is a pay increase that may be given to Employees based on performance.

"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 duties have changed, a new position has been created which must be filled through standard Taos County hiring process.

"Union" or **"Labor"** 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, and Stewards.
2. Union Representatives are Union Officers and any other person specifically designated by the Union Executive Board.
3. 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.
4. Local Union Officers and stewards may be allowed time off without pay for legitimate Union business such as Union membership meeting, Union conventions, conferences and workshops. Upon approval, the Employee may opt to utilize accumulated annual and comp leave in lieu of leave without pay.
5. A Union Representative will be allowed reasonable time off with pay for the purpose of representing an Employee in disciplinary/grievance hearing and Labor/Management meetings and negotiations if such meetings occur during the Union Representative's scheduled work hours.
6. Management will provide a copy of this agreement to every Bargaining Unit Employee.
7. The Union shall provide the County Manager 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.
8. The Union will have reasonable access to visit any Employer office or department worksite as necessary for purposes of administration of the Agreement. Such consultation shall not interfere with the operation of Employer. The Employer may designate a management representative through whom all such visits must be coordinated. The Employer shall not be required to incur overtime pay to facilitate these meetings.
9. The Union will be invited to designate a Union Representative to participate on the interview panel for all bargaining unit positions.
10. The Union will be invited to designate a Union Representative, to participate as a member of the Safety Committee.
11. Union officials and/or stewards are authorized to make reasonable use of copiers, fax machines, computers (including e-mail) and other office equipment for purposes of investigating and processing grievances and communication with Employer and other Union Representatives regarding official labor/management business, provided such use does not interfere with official County business. If copies are needed, the Union may utilize County equipment and supplies, provided that the County's actual costs are reimbursed.

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. 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 Meeting.** 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 any issues on the agenda concerning the Union 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 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 opinion 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. The work week for full-time Employees 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 (2) days per week with a minimum of eighty (80) hours per pay period.

B. Lunch Period.

1. The Employer will provide Employees a non-paid meal period of at least one-half (1/2) hour but not more than one (1) hour.
2. Employees working a straight eight (8), ten (10), or twelve (12) hour work shift 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 shift. 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 (4) hour period worked.

2. Management will schedule the Employees' 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. 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. Any Employee whose schedule is to be changed, after shift bidding has occurred:
 1. Must be informed of such a change by letter from the County Manager ten (10) days prior to the proposed change with and explanation or justification for the change, or as soon as practicable.
 2. Changes to existing schedules must be for legitimate operational reasons.
 3. Nothing in this section will prohibit the County Manager from making immediate schedule changes for legitimate operational needs of the County.

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 (1) week prior to the schedule going into effect. Annual leave and compensatory time 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. Stand-By. Employees required by Management to remain at the workplace 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.

G. On-Call. Any Employee placed on-call outside normal working hours shall be paid \$1.00 per hour while they are on-call. An Employee placed on-call will be provided a radio, pager or cell phone for the purpose of notification to report for work. An Employee's on-call status shall be reflected on his or her time sheet.

H. Temporary Assignments. An Employee may be temporarily reassigned to another

position based on the operational need 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.

- I. Call-In.** When an unscheduled Employee accepts Management's request to report to work immediately, 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.

J. Overtime and Compensatory Time.

1. Overtime compensation or compensatory time off will be calculated in compliance with the Fair Labor Standards Act (FLSA).
2. Paid leave is not time worked and is not considered as time worked for the purpose of determining overtime compensation.
3. 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.
4. The hourly rate of pay for an Employee shall be the hourly rate as documented in his or her personnel file.
5. All worked time records will be maintained in accordance with the FLSA.
6. The County Manager must approve all overtime or compensatory time in advance. Should an overtime or compensatory time situation occur outside of the normal working hours, the Department Head shall take appropriate action and obtain County Manager approval at the first opportunity during normal working hours.
7. 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.
8. 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.

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Article 7. Holidays

A. Observed holidays for full-time Employees are:

Holidays	Actual Day Observed
New Year's Day	January 1st
Martin Luther King Jr. Birthday	3 rd 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 4th or nearest workday to the actual holiday if it falls on a weekend
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	2 nd Monday in November
Thanksgiving Day	4 th Thursday in November
Christmas Eve *	December 24th or the nearest workday to the actual holiday if it falls on a weekend
Christmas Day	December 25th
New Year's Eve *	December 31 or nearest workday to the actual holiday if it falls on a weekend

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

*Indicates a non-holiday closure which is not subject to holiday pay pursuant to Article 10 Section C.

Article 8. Disciplinary Action

A. Policy. Taos County and the Union agree that disciplinary action should be progressive and taken only when all reasonable efforts to improve performance have been unsuccessful or when the actions or the omissions of the Employee require immediate formal discipline. Supervisors are expected to use all the tools and skills at their disposal to correct performance problems before initiating formal discipline. 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 written notification by the Supervisor, Department Head, Elected Official or Human Resources Director to the Employee identifying the allegation(s) 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 who provided written notification to the Employee, a representative from the Human Resources Department, and the Employee and his or her Union Representative. The Supervisor, Department Head, Elected Official or Human Resources representative will explain the basis for considering discipline. The Employee will explain his or her side of the issue and may also suggest his or her own discipline.

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 Event 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 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 Event 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.

Upon written request from the Employee to the County Manager, a written reprimand shall be removed from the Employee's official personnel file after eighteen (18) consecutive months of discipline-free performance.

3. **In the Event 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 within five (5) working days to the County Manager for action.

E. Scheduling the Disciplinary Hearing. Within ten (10) 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 hold a Disciplinary Hearing. The County Attorney or other legal representative 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. The TAOS COUNTY CORRECTIVE/DISCIPLINARY ACTION REPORT, including the County Manager's written decision, and all supporting documentation will be returned to the Human Resources Director for implementation of 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 his or her 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 meet with the Employee, the Employee's representative, or both, and jointly select an Independent Hearing Officer. If the parties are unable to jointly select an Independent Hearing Officer within the time-frame set forth above, the County Manager will present to the Employee a list of a minimum of three (3) additional Independent Hearing Officers, from which the Employee must select one (1) within three (3) working days.

H. Scheduling of the Hearing. The appointed Independent Hearing Officer will schedule a hearing to occur within 30 calendar days of his or her appointment. The Independent 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. A request for a continuance of the hearing must be made in writing to the Independent Hearing Officer at least three (3) working days prior to the scheduled hearing, absent extenuating circumstances. The Independent Hearing Officer has discretion to continue the hearing, but in no event shall a continuance exceed 30 calendar days without written agreement of both parties.

1. **Hearing Rules of Procedure.**

- a. **Open Meetings Act.** All hearings shall be closed to the public unless the Employee requests an open hearing.
- b. **Who Must be Present at the Hearing.** The following persons are required to be present at the hearing unless otherwise excused by the Independent Hearing Officer or by agreement of the parties: the Independent Hearing Officer, the Employee and his or her representative (if any), and the County's designated representative(s).
- c. **Independent Hearing Officer Actions.** The Independent 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 Independent Hearing Officer.
 3. Swear-in all witnesses prior to testifying.
 4. Follow the evidentiary standard for administrative agencies.
 5. Issue a written ruling, including findings of fact which form the basis of the Independent 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.** At least seven (7) calendar days prior to the hearing, the parties or representatives of the parties shall make available for inspection all exhibits that are expected to be presented. The parties shall stipulate to exhibits to the extent possible and bring to the hearing adequate copies for the Independent Hearing Officer as well as the opposing party.
- f. **Exhibits and Witnesses.** At least seven (7) calendar days prior to the hearing, each party must submit to the Independent Hearing Officer and the opposing party: a statement identifying the issues to be heard; a witness list; and a complete list of exhibits to be presented as evidence. Witnesses are not admitted into the hearing room until called upon to testify.
- g. **Notice.** The Independent Hearing Officer will provide written notice of the hearing to all parties at least ten (10) calendar days prior to the scheduled hearing. This notice requirement may be waived by agreement of the parties.
- h. **Official Record of Hearing.** Either a tape recorded or stenographic record of all disciplinary appeal hearings will be made.
1. **Conduct of Hearings.**
 - a. **Burden Of Proof.** The Employer carries the burden of proof by a preponderance of the evidence.
 - b. **Opening Statements.** The Employer shall first be permitted to make an opening statement. The Employee shall then be permitted to make his or her opening statement. Opening statements shall not exceed ten (10) minutes without permission of the Hearing Officer.
 - c. **Employer Presentation.** The Employer will call its witnesses first. Following each witness' testimony, the Employee will have the opportunity to cross-examine the witness. The Independent Hearing Officer will then have the opportunity to question the witness. The Independent 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 Independent Hearing Officer.
 - d. **Employee Presentation.** The Employee will call his or her witnesses. Following each witness' testimony the Employer will have the opportunity to cross-examine the witness. The Independent Hearing Officer will then

have the opportunity to question the witness. The Independent Hearing Officer shall restrict his or her questions to those necessary to clarify the testimony. Follow-up or redirect questioning will be allowed at the discretion of the Independent Hearing Officer.

- e. **Rebuttal.** Following presentation of the Employee's evidence, the Employer may offer rebuttal. The Employer's rebuttal shall be brief and address only the issues brought forth in the Employee's presentation.
- f. **Closing Statements.** The Employer's closing statement shall be presented, followed by that of the Employee. These statements shall not exceed ten (10) minutes without the permission of the Independent Hearing Officer, and should include a summary of the evidence and a request for the desired outcome. The Employer 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 Employee's closing statement.
- g. **Independent Hearing Officer's Decision.** The Independent Hearing Officer's written decision will be issued within ten (10) working days of the hearing and sent to both the Employee and the County Manager. The Independent Hearing Officer may uphold, modify or reverse the decision of the County Manager, and may reinstate the Employee and award back pay and benefits as appropriate. The record of the proceeding will be retained by the Human Resources Department or the certified court reporter for a period of not less than one (1) year from the hearing date, along with all of the exhibits admitted by the Independent Hearing Officer. The hearing record shall be transcribed only in the case of appeal to the district court. The appellant shall make arrangements to pay for the transcription.
- h. **Appeal of Hearing Officer Decision.** Either party may appeal the Independent Hearing Officer's decision to the Eighth Judicial District Court within 30 days of the Independent Hearing Officer's decision.

Article 9. Grievance Procedure

- A. **Definition.** "Grievance" is an allegation made by the Union, on behalf of an Employee or group of Employees, against the County that a violation, misapplication, or misinterpretation of any provision of this Agreement or the Taos County Personnel Policy has occurred.
- B. **Application.** Grievances may be filed by the Union on behalf of an individual Employee or group of Employees covered by this Agreement. Alternatively, an individual Employee may present a Grievance under the provisions of this Article without the intervention of the Union so long as:
 - 1. The adjustment requested is consistent with the terms of this Agreement;
 - 2. The Union is provided 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 Observed Holidays.

D. Steps in the Grievance Process. Employees will attempt to resolve with their immediate supervisor any employment-related issues covered by this agreement before filing a formal Grievance under the procedures established in this Article. If the parties are unable to reach a satisfactory 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..

Step 1. Immediate Supervisor Level. A Grievance must be initiated by presenting an Official Grievance Form (see Appendix D) to the Employee's immediate supervisor no later than fifteen (15) days after the grieving Employee, or the Union became aware, or reasonably should have become aware, of the incident(s) giving rise to the 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);
5. The adjustment required;
6. The signature of the Grieving Employee and/or Union Representative.

The immediate supervisor shall respond in writing within five (5) days of receipt of the Grievance. Failure to respond shall constitute a denial of the Grievance. If the Grievance is not satisfactorily resolved at this level, it Step 2 may be initiated within five (5) days of the deadline for response of the immediate supervisor. If the immediate supervisor is the Department Head or Elected Official, the Grievance will 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 Employee 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) days of receipt of the Official Grievance Form and may, within this same period, request a meeting with the Union to discuss the resolution of the Grievance. Failure to respond shall constitute a denial of the Grievance. If the Grievance is not satisfactorily resolved at this level, Step 3 may be initiated within five (5) days of the deadline 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 Employee shall submit the Grievance to the County Manager. The County Manager shall respond in writing within ten (10) days of receipt of the Grievance and may, within this time period, request a meeting with the Union to discuss the resolution of the Grievance. Failure to respond shall constitute a denial of the Grievance. If the Grievance is not satisfactorily resolved at this level, the Official Grievance Form may be submitted to final and binding arbitration by the Union, but not by the Grieving Employee. The submission to binding arbitration must occur within twenty (20) days of the deadline for response by the County Manager.

Step 4. Arbitration. The Union may invoke arbitration by serving a written demand for arbitration to the County Manager. Within five (5) 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) 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 Manager, 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, the arbitrator shall have full jurisdiction.

The decision of the arbitrator shall be based upon the facts established by the testimony and other evidence 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 that 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 only to judicial review in accordance with the New Mexico Uniform Arbitration Act.

E. No Solicitation of Grievances. Union Representatives shall not solicit Grievances.

F. Extension of Time Limits. The time limits in this Article may be extended by mutual written agreement of the parties.

G. Witnesses. Employees called as witnesses during their normal working hours will be provided sufficient time to testify while receiving their regular rate of pay. Employees called as witnesses during their non-duty time will appear without pay.

H. 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, Department Head or other designated Supervisor. Leave is granted in accordance with work load requirements and must be approved in advance whenever possible, 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/Payroll Accountant 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, Department Head or other designated Supervisor. Unauthorized leave is subject to loss of pay and disciplinary action, up to and including termination. If an Employee is absent without authorized leave for a period of three (3) consecutive days, he or she will be considered to have voluntarily resigned from County employment.

C. Holidays. Each Employee working a non-shift, regular forty-hour work week, will receive eight (8) hours of holiday pay for the designated holiday. Shift Employees whose scheduled day off falls on the day of an observed holiday shall receive eight (8) hours of holiday pay. Shift Employees who are scheduled to work on an observed holiday shall receive eight (8) hours of holiday pay only if they are not scheduled to work on the actual calendar holiday. Shift Employees who are scheduled to work on the actual calendar holiday shall be paid holiday pay in addition to their regular pay for working that day in accordance with the provisions of paragraph 4, below. A shift Employee who works on both the observed holiday and the actual calendar holiday shall only receive holiday pay for the actual calendar holiday. 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 holiday falls during an Employee's authorized leave, the day shall be counted as a holiday, and not as a leave day;
3. An Employee who is absent without authorized leave on his or her scheduled work day on the day before or after a holiday will not receive pay for that holiday;
4. Employees who are required to work on an actual calendar holiday will be paid their regular pay for the actual hours worked that day, 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. 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.
3. 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 or her supervisor as soon as practicable of the need for annual leave.
4. A Probationary Employee will ordinarily not be allowed to take Annual Leave until they have successfully completed their probation.
5. A maximum of 240 hours of annual leave may be carried forward by an Employee to the next calendar year.
6. The County will pay an Employee the full cash equivalent of the accumulated annual leave and compensatory time upon separation from service. An Employee may take annual leave before his or her separation from County employment.
7. In the event of a verifiable documented financial hardship, an Employee may request, through the County Manager, that the County buy back the Employee's accrued annual leave in an amount not to exceed 40 hours during the fiscal year, and only if the Employee maintains a leave balance in excess of 160 hours. Financial hardships are limited to foreclosure proceedings, funeral expenses or medical expenses.
8. The County may buy back that portion of an Employee's annual leave that exceeds his or her 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 December 1st and no later than December 15th his or her request 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 proposed 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.
9. Employees may contribute annual leave to another Taos County Employee when the following criteria are met:
- a. The Employee receiving the donation is in need of sick leave due to critical circumstances.
 - b. The Employee receiving the donation has used all of his or her accrued sick and annual leave.
 - c. The donating Employee must maintain an annual leave balance of at least 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.
10. **Death of an Employee.** Upon the death of an Employee, the County will pay to the Employee's Estate the full cash equivalent of the Employee's accrued annual leave and 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 absent medical

considerations for which sick leave is authorized. 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 three (3) consecutive days or fewer if the Employee's supervisor or the County Manager determines that there is a pattern of sick leave abuse. "Pattern of sick leave abuse" 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. Sick leave shall be reported to the Employee's supervisor 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.
7. Probationary Employees accrue sick leave in the manner set forth above. Use of sick leave shall be approved by the Probationary 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.
8. **Wellness Incentive.** Employees who accumulate and do not use more than eighty (80) 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 eighty (80) 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 15th 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.
9. **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 an extended absence due to catastrophic illness/disability that renders the Employee 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. "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 his or her 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.
10. Any Employee of the County 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.
11. 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.

- a. Death of an Employee's mother, father, stepmother, stepfather, sibling, spouse, children (adopted, biological, or stepchildren), or grandchildren and those like relatives of Employee's spouse or domestic partner up to forty (40) hours.
- b. 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.
- c. 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 Form. 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.

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

N. Personal Leave Day

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

Article 11. Layoff 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.** An Employee who is brought back to work after having been laid off will retain seniority in the position or classification he or she 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 in accordance with all applicable state and federal laws.
- 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 obey all traffic laws and use all safety devices, specifically seat belts, when riding in or operating a County vehicle.
- C. Equipment and Supplies.** The County shall be required to provide each Employee with all personal protective equipment and supplies necessary for the Employee perform his or her job duties.
- D. Notification of Unsafe Conditions.** If an Employee believes he or she is being required to work under unsafe conditions, the Employee shall notify his or her 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.

- E. Lifting Procedures.** Employees shall be instructed in proper lifting procedures to avoid injury prior to any assignment that involves lifting.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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 personal vehicles for County business. Commuting to and from the worksite is not County business. Employees who use their vehicles for County business when 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.

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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. Protective Clothing and Shoes.** The County will provide protective clothing (hard hats, gloves, coats, etc.) and shoes to any Employee 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. 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.
- B. PERA Contribution.** The PERA contributions will remain the same (Employee assumes 15.65% and the County assumes 11.65%).
- C. Health Insurance.** Employer shall pay 100% of Employee's dental, vision and primary medical insurance premiums for fiscal year 2010-2011.
1. Employee shall pay 30% and the Employer shall pay 70% for the Employee's family coverage for these insurance plans. An Employee who successfully completes their probationary period and becomes a classified Employee will receive the benefit of Employee personal insurance cost coverage of 100% which will be paid by the County in accordance with the preceding paragraph.
- D. 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) or twenty-five (25) 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.
- E. **Effective Date.** The provision of this article will be implemented beginning with the first full pay period after final approval by the parties.

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 or 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. 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 19. 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 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.** 51% of Union eligible Employees must become dues paying members for Fair Share to apply as follows:
1. In any pay period in which the Union achieves fair share, the full amount of fair share dues will be deducted.
 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 20. Memoranda 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 Memoranda 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 Memoranda 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 21. 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 22. 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 23. 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 24. Wages Negotiation

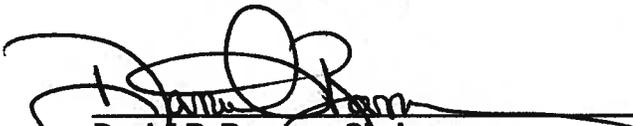
In conjunction with the preparation of the fiscal year 2012 budget, the Employer and the Union shall discuss pay raises and other economic issues for Bargaining Unit Employees.

Article 25. Term of Agreement

The terms and conditions of this Agreement shall continue in full force and effect commencing with the first full pay period beginning August 21, 2010 and continuing through June 30, 2011. Should neither party to this Agreement request the opening of negotiations as provided by the Taos County Collective Bargaining Ordinance No. 1985-1, or as amended, this Agreement and the conditions herein shall continue in effect from year to year.

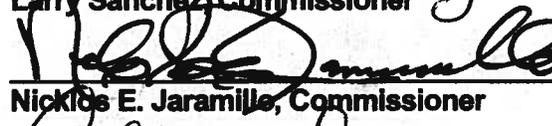
ADOPTED AND APPROVED THIS 17th DAY OF AUGUST 2010.

Board of Commissioners of Taos County


 Daniel R. Barrone, Chairman

ABSENT
 Joe M. Duran, Vice Chairman


 Larry Sanchez, Commissioner


 Nickolas E. Jaramillo, Commissioner


 Andrew D. Chavez, 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


 Patricia L. Miller
 Chief Deputy Clerk

VOTE RECORD:				
D. Barrone	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain	<input type="radio"/> Absent
J. M. Duran	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain	<input checked="" type="radio"/> Absent
L. Sanchez	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain	<input type="radio"/> Absent
A. Chavez	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain	<input type="radio"/> Absent
N. Jaramillo	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> No	<input type="radio"/> Abstain	<input type="radio"/> Absent

TAOS COUNTY
 ELAINE S. MONTANO, CLERK
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**APPENDIX A
ADULT AND JUVENILE DETENTION CENTERS**

The following provisions apply only to Adult and Juvenile Detention Center Employees:

Employees working a straight eight (8), ten (10), or twelve (12) hour shift shall be allowed a paid, uninterrupted one-half (1/2) hour meal period during each such shift, if possible. 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 inmate's meal at County expense.

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.

Shift bidding will normally be conducted in March and take effect in April, and in September to take effect in October. Employees will bid for shift and days off in order of county seniority.

When a shift, or any part thereof, becomes available it shall be offered in the following order:

1. To Employees who would not be eligible for overtime or compensatory time during the shift.
2. To a non-bargaining unit employee who would not be eligible for overtime or compensatory time during the shift.
3. To Employees who would be eligible for overtime or compensatory time during the shift.
4. To non-bargaining unit employees who would be eligible for overtime or compensatory time during the shift.

The Employee to be offered an available shift will be the Employee listed below the last Employee that accepted an unscheduled shift and if that person refuses the assignment the Supervisor or Department Head shall go down the list in order until someone accepts the assignment or a determination is made that there are no Employees on the list available to cover the shift. A list of Employees, in order of seniority, shall be available in the Control Room at all times. In no case shall an Employee work more than 18 consecutive hours. The Supervisor, Department Head or other responsible management employee shall be required to cover any open shift for which no Employee or non-bargaining unit employee agrees to work. In all cases, the appropriate staffing of male and female officers will be maintained.

The shift differential pay for swing and graveyard shifts will remain at thirty (.30) cents per hour. Employees working a twenty-four (24) hour shift will not receive shift differential pay. The PERA contribution will be 16.65% for both the Employer and Employee.

Any Employee who uses physical force or chemical agents in the performance of his or her duties shall complete a "Use of Force Form".

Any Adult or Juvenile Detention Officer who fails to maintain his/her certification pursuant to state and federal requirements will be terminated.

**APPENDIX B
SHERIFF DEPARTMENT**

The following provisions apply only to Sheriff Department Employees:

Shift bidding will normally be conducted in December and take effect in January, and in June to take effect in July. Employees will bid for shift and days off in order of county seniority.

The Sheriff will develop an overtime and compensatory list, in order of seniority. When an Employee takes leave and a shift becomes available, the shift shall first be offered to a Bargaining Unit Employee. The Employee to be called will be the Employee listed below the last Employee that worked. Should no Bargaining Unit Employee agree to work, the Department Head may assign an Employee who is not part of the Bargaining Unit.

Employees working a straight eight (8), ten (10), or twelve (12) hour shift shall be allowed a paid, uninterrupted one-half (1/2) hour meal period during each such shift, if possible. 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 inmate's meal at county expense.

Employees required to work more than three (3) hours beyond their regular shift will be allowed sufficient time, up to thirty (30) minutes, on paid status to eat their meal.

Any Sheriff Department Deputy who fails to maintain his/her certification pursuant to state and federal requirements will be terminated.

**APPENDIX C
EMERGENCY MEDICAL SERVICES**

The following provisions apply only to EMS Employees:

The Department head will develop an overtime and compensatory list, in order of seniority. When an Employee takes leave and a shift becomes available, the shift shall first be offered to a Bargaining Unit Employee. The Employee to be called will be the Employee listed below the last Employee that worked. Should no Employee agree to work the Department Head may assign an Employee that is not part of the bargaining Unit.

Employees working a straight eight (8), ten (10), or twelve (12) hour shift shall be allowed a paid, uninterrupted one-half (1/2) hour meal period during each such shift, if possible. Employees working a straight twenty-four (24) shift will be allowed three (3) paid one-half (1/2) hour meal periods during such shift. 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 inmate's meal at County expense.

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. Shift bidding will be conducted in December to take effect in January and in June to take effect in July.

Emergency Medical Technicians will normally work two (2) twenty-four (24) hour shifts per week and will bid for shift and days off based on County seniority. Casual Employees will be used to fill any shifts that cannot be covered by Bargaining Unit Employees.

The Employer will continue to provide EMT crew quarters with sleeping rooms for on duty personnel. These rooms will be used for the purpose of providing living quarters while on duty for Taos County.

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(s) financial support consistent with legal requirements. The Employer will reimburse EMS Employees for license/certification fees required for the license/certification. The Employer will also reimburse EMS Employees, with Department Head approval, for the required course fee, subject to the Employee passing the courses.

The shift differential pay for swing and graveyard shifts will remain at thirty (.30) cents per hour. Employees working a twenty four (24) hour shift will not receive shift differential pay. Any Emergency Medical Technician who fails to maintain his/her certification pursuant to state and federal requirements will be terminated.

APPENDIX D

AFSCME LOCAL _____
STEP _____



OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____
CLASSIFICATION _____
WORK LOCATION _____ IMMEDIATE SUPERVISOR _____
TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.



THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

