

Collective Bargaining Agreement

Taos County
New Mexico
&

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

August 2016 – June 2019



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Collective Bargaining Agreement

This Collective Bargaining Agreement (Agreement) is made and entered into this 28th day of July 2016 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 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:

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, working hours, and terms and conditions and other issues agreed to by the parties for all Bargaining Unit Employees as per PEBA. Bargaining unit employees are all non-probationary, full and part-time employees excluding outside funded 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-4 *et seq.* and outside funded employees as defined in this agreement.

“Confidential Employees” 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. (10-7E-4 NMSA 2003)

“County Seniority” is the length of an Employee’s continuous service with the County.

“Department Seniority” is the length of an Employee’s continuous service within a Department.

“Domestic Partner” is a person who is neither married nor related by blood or marriage to the Employees; 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 12.A of this 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.

“Outside Funded Employees” is one whose term of appointment is subject to a contractual agreement between Taos County and another entity which is funding the program(s). Such employee may be full-time classified, part-time classified, or unclassified based on the nature of the project, length of time the project or program has been in effect, the past history of the funding and the continued probability of future funding. Should outside funding decrease or be eliminated, the employee may be terminated.

“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.

“Supervisory Employee” means an employee who devotes a majority of work time to supervisory duties, who customarily and regularly directs the work of two or more other employees and who has the authority in the interest of the employer to hire, promote or discipline other employees or to recommend such actions effectively, but “supervisor” does not include an individual who

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performs merely routine, incidental or clerical duties or who occasionally assumes a supervisory or directory role or whose duties are substantially similar to those of his subordinates and does not include a lead employee or an employee who participate in peer review or occasional employee evaluation programs. (10-7E-4 NMSA 2003)

“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, Sergeant at Arms, Three Trustees, Executive Board, 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 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.
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 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 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.

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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, provides 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 and fostering such a relationship, the parties agree to establish a joint labor-management committee. The Labor-Management Committee will meet 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 five (5) working days. 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. Whistleblower Protection

Employees shall have the right, without interference or fear of penalty or reprisal, to disclose in good faith to internal auditors, Inspectors General, or the appropriate governmental authorities information that may evidence improper governmental activity (including, but not limited to, action that is in violation of any state or federal law or regulation; action that is economically wasteful, or action that involves gross misconduct, gross incompetence, or gross inefficiency or conditions that may threaten the health or safety of employees or the public.

Article 7. Recruiting-Classified Positions

Recruitment. When needing to fill a full-time or part-time classified position or, in some cases, to fill a temporary, non-permanent position, an Elected Official or Department Director will fill out a Taos County Job Requisition Form and forward it to the Finance Director and County Manager for approval. The County Manager will forward the approved Job Requisition Form to the Human Resources Department for action. Upon receipt, Human Resources will take appropriate action to recruit the position.

Internal Posting. All vacant full-time or part-time classified positions will normally first be posted internally for consideration by current employees. Internal posting will be for a minimum of five (5) working days. Postings will be made in the lobby of the Administration Office. Copies of the postings may be given to every Department Director and Elected Official. All interested applicants must complete a Taos County Internal Employment Application form.

External Posting. If no internal employees apply, or if an internal applicant is not selected for a position, the Human Resources Department will post the position externally. The position will normally be listed on the Taos County Website and the New Mexico Department of Labor website. External postings will be for a minimum of five (5) working days. All interested job applicants must complete a Taos County Employment Application form.

Internal/External Posting. The County Manager may order a position to be simultaneously posted both internally and externally based on the needs of the County.

Article 8. Working Conditions

The following working conditions apply to Barding Unit Employees except as more specifically set forth in Appendices A, B, C, D, and E which are incorporated herein by reference.

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 days per week; or any combination thereof, with a minimum of eighty (80) hours per pay period.

B. Lunch Periods

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 day shall be allowed a paid one-half (1/2) hour meal period during each such work day. 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.

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C. Breaks

1. Employees will be provided one paid fifteen (15) minute rest period 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. 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. Any Employee whose schedule is to be changed, after shift bidding has occurred:
 - i. 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.
 - ii. Changes to existing schedules must be for legitimate operational reasons.
 - e. 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. Flextime Scheduling.

1. Department Heads and elected officials shall be allowed to establish, if they choose, a three month program in their department to allow employees to work other than regular 8:00a.m. to 5:00 p.m. hours temporarily in order to meet legitimate short term needs of either the employee or the County. Any program shall follow the guidelines and limitation set out in this flextime section.

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2. At the end of the three month program, it may be continued only if both the department head or elected official and the County Manager agree. Evaluation shall be based on observation and data and shall include, but not be limited to, such factors as absenteeism, turnover, punctuality, overtime, productivity, workload, and how effectively the County's needs have been met. Programs that continue shall be reviewed annually according to the same criteria and may be continued only if the department head or the elected official and the County Manager agree.
3. The programs should be limited to temporary schedules outside of the standard 8:00 a.m. to 5:00 p.m. workday to address specific needs of the County or to address the legitimate special needs of individual employees based on factors such as health and family obligations, but not limited to such factors. Such flextime schedules shall not be allowed based on the mere preference of an employee to work outside the regular workday without some legitimate special need. Flextime may include non-regularly scheduled situations in which an employee works outside of normal County business hours at the request of a supervisor to meet a County need, but in such situations an employee shall have the right to choose compensatory time over flextime.
4. Flextime is not a right. It is a privilege to be granted at a department head or elected official's discretion, based on the County's needs. Department heads and elected officials may, in their sole discretion, implement, continue, discontinue or modify flextime work schedules, subject to the periodic review and approval by the County Manager provided in this flextime section. Flextime may not be granted to any employee more than three times in a calendar year.
5. The operational needs of each department shall not be compromised by flextime.
6. Flextime shall not allow a full-time employee to work less than forty (40) hours in a work week. Flextime shall not require an employee to work more than the number of hours in a work period allowed by the Fair Labor Standards Act (FLSA) without the payment of overtime. The computation of overtime shall not be affected by flextime and shall comply with FLSA.
7. The computation and accrual of annual leave and sick leave shall be the same for employees on flextime and employees on a regular schedule.
8. The flextime schedule for each employee shall not be for an indefinite period. It shall be for a limited defined period based on specific and special needs of an employee or of the County. The flextime schedule for each employee shall be reviewed by the department head or elected official at the end of each definite flextime period and a determination made regarding whether the special need justifying flextime continues to exist and if so, an estimate made regarding how long it will continue to exist.
9. Department management shall ensure that flextime is administered consistently and equitably within the department, and that flextime arrangements conform to the collective bargaining agreements and personnel policy, however, the CBA will always supersede. Management shall also ensure that staffing is always available to meet the operational requirements of the department. The employee shall plan and organize his or her time to meet the job requirements established

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by the department manager. Also, the employee shall inform the supervisor when coverage is not adequate.

- 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.** Upon prior written notification, any Employee placed on-call status outside normal working hours shall be paid \$1.00 per hour while they are on-call and shall be fit for duty and remain within a thirty (30) mile radius of Taos County limits. An Employee placed on-call will be provided a radio, 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 timesheet.
- 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 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). Employees who are called to report to work on their regular day off or that have been recalled to work after having left the Employer's premises shall be guaranteed a minimum of two and a half (2.5) hours of pay at the applicable straight time or overtime rate.
- K. Overtime and Compensatory Time.**
1. Overtime compensation or compensatory time off will be calculated in compliance with the Fair Labor Standard 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 Employees 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 work 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.

L. Declared State of Emergency.

1. If the County Manager declares a state of emergency, the provisions of this Article 8 and the Appendices A, B, C, and D may be temporarily suspended with regard to employees of the Sheriff's, Detention, EMS and E-911 Departments.
2. A state of emergency is defined as an immediate and serious threat to persons or property.
3. The County Manager shall be required to declare an end to the state of emergency as soon as the threat to persons or property has ended. In no event shall the state of emergency last beyond the next regularly scheduled County Commission meeting unless the County Commission votes to extend the state of emergency.
4. This section is not dependent upon a declaration of a state of emergency pursuant to any other statute, ordinance or regulation.

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Article 9. Holidays

A. Observed holidays for full-time employees are:

Holidays	Actual Day Observed
New Year's Day	January 1
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 4 or nearest workday to the actual holiday if it falls on a weekend
Labor Day	1 st Monday in September
Fall Day	2 nd Monday in October
Veteran's Day	2 nd Monday in November
Thanksgiving Day	4 th Thursday in November
Christmas Eve*	December 24 or the nearest workday to the actual holiday if it falls on a weekend
Christmas Day	December 25
New Years Eve*	December 31 or the 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 12 Section C.

Article 10. Disciplinary Action

The purpose of Section 10 is to establish the policies and essential procedures pursuant to which employees will be held accountable for poor work performance and/or misconduct in the workplace, including the distinction between job coaching and corrective action, the use of progressive discipline, the parameters for paid administrative leave, and the processes by which employees are notified and given the opportunity to respond to proposed disciplinary action, as well as appeal determinations regarding disciplinary action.

Section 10 also provides classified employees a right to appeal certain disciplinary action; and directs employees to other informal and formal processes by which contested personnel matters may be resolved.

10-1. DISCIPLINE SYSTEM.

- A. The continued employment of any individual by the County depends upon acceptable conduct and satisfactory work performance. Reasonable rules of employee performance and conduct are necessary for the orderly and effective operation of the County, as well as to protect the rights of employees and to inform the employees of the behavior the County expects from them. Employees are responsible for staying informed concerning County policies and rules of conduct. Failure or refusal to meet these standards of conduct and work performance is sufficient grounds for disciplinary action up to and including termination of employment.
- B. The County promotes a system of progressive discipline. Progressive discipline is the process of using increasingly severe disciplinary measures when an employee fails to correct a problem after being given a reasonable opportunity to do so. Disciplinary action should be taken when reasonable efforts to improve performance have been unsuccessful or when the actions or omissions of the employee require immediate discipline. Efforts a supervisor may take to improve or correct employee performance problems include, but are not limited to: coaching, counseling, training and the use of evaluations and performance improvement plans. Such informal efforts are part of the County's system of progressive discipline and can provide a basis for formal disciplinary action.
- C. Each situation which requires some form of disciplinary action should be judged on its own merits. The type of disciplinary action imposed will depend on the severity of the infraction and the employee's previous work record. An employee shall be progressively disciplined when appropriate; however, some infractions may be so serious that the first disciplinary action may require suspension without pay, demotion or even dismissal.
- D. It is the County's policy to administer discipline fairly, reasonably and impartially.
- E. Nothing in this policy changes the status of probationary, temporary or unclassified employees.

10-2. GROUNDS FOR DISCIPLINARY ACTION.

Just Cause. Classified employees who have successfully completed the probationary period shall not be subject to corrective/disciplinary action without just cause. Just cause is described as any conduct, action, or inaction, arising from, connected with, or impacting on the employee's work, whether on or off duty, that is inconsistent with the employee's obligations to the employer; or conduct reflecting a disregard of the employer's interests, policies or procedures. Just cause includes but is not limited to, inefficiency, unacceptable performance, incompetence, misconduct, negligence, insubordination, or conviction of a felony or misdemeanor under the provisions of the Criminal Offender Employment Act (Section 28-2-1, et. seq., NMSA 1978).

10-3. TYPES OF DISCIPLINE.

The provisions below describe types of disciplinary action that may be taken to correct and discipline employees. The intent is neither to limit the range nor prescribe the sequence of possible disciplinary actions. The following types of disciplinary actions are subject to the disciplinary process as set out in Section 10-4.

- A. **Verbal Reprimand.** A verbal reprimand may be used for minor infractions and to inform the employee that his/her performance, behavior or conduct needs to change or improve. The verbal reprimand should be given in private. The supervisor should inform the employee that the supervisor is issuing a verbal reprimand. The verbal reprimand should: (1) remind the employee of pertinent policies and work rules; (2) provide examples of how the employee's behavior or performance has fallen short of expectations; (3) explain the impact of the employee's deficiencies on the County and coworkers; (4) describe the actions the employee needs to take to correct the problem; and (5) inform the employee that failure to improve may result in more severe discipline. The supervisor shall prepare a memorandum for the supervisor's own records documenting that the employee has received a verbal reprimand. Verbal reprimands may not be grieved or appealed under these policies.
- B. **Written Reprimand.** A written reprimand may be issued by the employee's supervisor in the event the employee continues to disregard the verbal reprimand or if the infraction is severe enough to warrant a written reprimand in the employee's Official Personnel File.

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.

- C. **Request for Removal of a Written Reprimand.** 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 Director or Elected Official. Denial of an employee's request shall be explained to the employee in writing. In the case of a denial, the employee may reinitiate the request for removal at a later date.
- D. **Demotion.** An employee may be demoted in those instances where the employee is unwilling or unable to perform the responsibilities of his/her position. The employee may be moved from one position to another position with a lower pay rate for which the employee qualifies or, alternatively, the County may choose to allow the employee to remain in the same position subject to a reduction in his/her pay rate. Demotion is not to be used as a substitute for discharge from employment, when a discharge is warranted. A classified employee who has successfully completed his/her probationary period may appeal a demotion pursuant to the Collective Bargaining Agreement appeal procedures.
- E. **Suspension without Pay.** An employee may be suspended without pay when the infraction is of a serious enough nature to warrant discharge but circumstances related to the employee's overall performance mitigates the imposition of dismissal. An employee may be suspended without pay for up to 30 calendar days. Such disciplinary deductions may only be made in full day increments. A classified employee who has successfully completed his/her probationary period may appeal a suspension without pay pursuant to the Collective Bargaining Agreement appeal procedures.
- F. **Termination of Employment.** A classified employee may be discharged from his/her employment with the County after previous attempt(s) at corrective action have failed or the employee's conduct is severe enough to justify immediate dismissal. A classified employee may appeal a termination pursuant to the Collective Bargaining Agreement appeal procedures.
- G. **Resignation in Lieu of Termination.** An employee may request to resign in lieu of termination or other disciplinary action. Such a request must be submitted in writing to the immediate supervisor prior to a final determination following the Disciplinary Consideration Meeting (DCM) or the effective date of the proposed action if a DCM is not elected. The supervisor has the discretion to accept or deny the request to resign in lieu of disciplinary action. If the supervisor accepts the letter of resignation in lieu of termination, the employee will remain ineligible for rehire.

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H. Persons Authorized to Impose Discipline.

1. **Verbal and Written Reprimands.** Supervisors, Department Head's, Elected Official's, may impose verbal and written reprimands, following the disciplinary process as set out in Section 10-4. In the absence of the Supervisor Department Head, Elected Official or the refusal of the Supervisor, Department Head, Elected Official to propose discipline for just cause, the Human Resources Director may propose verbal and written reprimands, following the disciplinary process as set out in Section 10-4.
 2. **Demotion, Suspension or Termination.** Only the County Manager may impose demotion, suspension or termination after following the disciplinary process as set out in Section 10-4.
- I. **Maintenance of Disciplinary Action Documentation.** The final documentation of disciplinary action taken, other than a verbal reprimand, becomes part of the employee's Official Personnel File and shall not be purged from the file except by order of the County Manager.

10-4. DISCIPLINARY PROCESS

- A. 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. Except when employee actions warrant 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. Informal actions are a part of progressive discipline and can provide a basis for formal discipline.
- B. The initiation of formal 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 (DCM) with the Employee, or the deferral of the DCM until completion of the investigation. The DCM 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. At the Disciplinary Consideration Meeting (DCM), no formal record will be developed. Participants are expected to make and keep their own written notes of the proceedings. Attendees at the DCM 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, the Employee and his/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 suggest his/her own discipline.

- D. Within five (5) working days of the Disciplinary Consideration Meeting, the Supervisor, Department Head, or Elected Official shall make a decision regarding the discipline 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 his/her Supervisor.
 3. **In the case of recommended Suspension, Demotion or Termination.** Complete a Taos County Corrective/Disciplinary Action Report indicating a recommended suspension without pay, 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 without pay, demotion or termination, the County Manager will schedule a Disciplinary Hearing to consider the recommended discipline. The County will normally be represented at the Disciplinary Hearing by the County Manager and the Department Director. The County Attorney or other legal representative may also appear on behalf of the County. The Employee may have union representation or representation at his own expense at the Disciplinary Hearing. The County Manager and the union can mutually agree to grant or refuse extensions of time. The County Manager can set procedures for the Disciplinary Hearing, to conduct the hearing, and to take actions relative to the proceeding. At the Disciplinary Hearing, the employee will have the opportunity to respond to the proposed 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's Decision.** The County Manager will make a decision within five (5) working days of the Disciplinary Hearing. The County Manager may uphold, modify or reverse the recommended disciplinary action. 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/her right to appeal the County Manager's decision to an Independent Hearing Officer.

G. **Appeal to Independent Hearing Officer.**

1. **Notice of Appeal.** Within five (5) working days of receipt of the County Manager's Decision, the employee may appeal the decision to an Independent Hearing Officer. The Employee may appeal by submitting a written statement to the County Manager containing the following information: Employee's name; Employee's title; name of Employee's immediate supervisor; discipline imposed and brief summary of the offense for which discipline was imposed; and the reason the Employee disagrees with the discipline imposed.
2. **Proposal of Hearing Officer.** Within five (5) working days of receipt 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. Within five (5) working days the County Manager shall notify the employee or his representative whether he agrees or disagrees with the objection. If the County Manager does not agree with the objection, the Hearing Officer shall be as originally proposed by the County Manager. If the County Manager agrees with the objection, the County Manager and the employee, or his representative, shall attempt to designate a mutually acceptable Hearing Officer within ten (10) working days. If the County Manager and the employee fail to designate a mutually acceptable Hearing Officer within ten (10) working days, the Hearing Officer shall be as originally proposed by the County Manager.
3. **Appointment of Hearing Officer.** The appointment of the Hearing Officer shall be effective on the twentieth (20) working day after the County Manager provides the employee the name of the proposed hearing officer.

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4. **Scheduling of the Hearing.** The appointed Independent Hearing Officer will schedule a hearing within thirty (30) calendar days of his/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 continuance 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 Independent Hearing Officer with copies to all involved parties. The Independent Hearing Officer has the discretion to continue the hearing, but in no event shall a continuance exceed 30 calendar days without written agreement of both parties.

H. Hearing Rules of Procedure.

1. **Closed Hearing.** All hearings shall be closed to the public unless the Employee requests an open hearing.
2. **Individuals Who Must be Present at the Hearing.** The following individuals 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/her representative (if any), and the County's designated representative(s).
3. **Independent Hearing Officer's Actions.** The Independent Hearing Officer shall make rulings on procedural and substantive issues; determine the admissibility of evidence and testimony, all of which must have a direct bearing on the issue before the Independent Hearing Officer; swear-in all witnesses prior to testifying; follow the evidentiary standard for administrative agencies; and issue a written ruling, including findings of fact which form the basis of the Independent Hearing Officer's conclusions of law.
4. **Stipulation of Facts and Issues.** The parties shall stipulate to the facts and issues to the greatest extent possible prior to the hearing.
5. **Sharing of Information Prior to the Hearing.** At least seven (7) calendar days prior to the hearing, the parties or representative(s) 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, the opposing party, and court reporter or audio recording monitor.
6. **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 shall not be admitted into the hearing room until called upon to testify, with the exception of the employee and County's designated representative(s).
7. **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.

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8. **Official Record of Hearing.** Either an audio recording or stenographic record of all disciplinary hearings will be made.
9. **Burden of Proof.** The County carries the burden of proof by a preponderance of the evidence.
10. **Opening Statements.** The County shall first be permitted to make an opening statement. The employee shall then be permitted to make his/her opening statement. Opening statements are limited to pertinent issues of fact and law and shall not exceed ten (10) minutes without permission of the Hearing Officer.
11. **Employer Presentation.** The County will call its witnesses first. Following each witness's 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/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.
12. **Employee Presentation.** The employee will then present his/her witnesses. Following each witness's testimony, the County will have the opportunity to cross examine the witness. The Hearing Officer will then have the opportunity to question the witness. The Independent Hearing Officer shall restrict his/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.
13. **Rebuttal.** Following the presentation of the employee's position, the County may offer rebuttal testimony. The County's rebuttal shall be brief and address only the issues raised in the employee's presentation.
14. **Closing Statements.** The County'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 Hearing Officer, and should include a summary of the evidenced and a request for the desired outcome. The County shall have the opportunity to make a final statement, not to exceed five (5) minutes, which shall be limited to issues raised in the employee's closing statement.
 - i. **Independent Hearing Officer's Decision.** The Independent Hearing Officer's written decision will be issued within ten (10) working days of the hearing, unless the parties agree to extend the time frame. The Hearing Officer will send the written decision to the employee and the County Manager or their representatives. 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 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 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 directly with the court reporter to pay for the transcription.

- J. **Appeal of the Independent Hearing Officer's Decision.** Either party may, pursuant to NMSA 1978 §39-3-1.1, appeal the Independent Hearing Officer's decision in the Eighth Judicial District Court within thirty (30) days of the Hearing Officer's decision.

Article 11. Grievance Procedure

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- A. **Purpose.** The purpose of this grievance procedure is to secure, at the lowest possible administrative level, equitable resolutions to disputes, which may arise and are subject to review under this procedure. There shall be no other grievance or appeal procedure on any matter for the members of the bargaining unit other than that contained in this article.

B. **Definitions.**

1. A "grievance" is defined as a dispute that alleges a violation of this collective bargaining agreement or state and federal laws providing rights or benefits to bargaining unit employees. Grievances shall be signed by the grievant, in writing, and state specifically the action being grieved, including at a minimum the date of occurrence, the names of person involved in the occurrence, a detailed narrative of the occurrence, and the requested remedy sought by the grievant.
2. A grievant" may be any bargaining unit employee, group of bargaining unit employees, or the Union. A probationary employee whose position is within the bargaining unit may not be a grievant. Neither the union nor any group of employees may grieve an action that involves a probationary employee.
3. "Days" shall mean Monday through Friday, not including holidays observed by the Taos County Board of Commissioners. In counting days, the day of the act does not count. The day following the day of the act is the first day. If any notice by management is served by mail to the grievant's last known address, three days will be added to the applicable deadline. Generally, the mailing of notices will only occur where the employee has been terminated under a disciplinary action.
4. "County Manager" shall mean the county manager or someone designated by the county manager to act on his behalf.
5. "Settlement" means the agreed upon resolution of the grievance, set out in writing and signed and dated by the parties.

C. **Procedure.**

1. Grievance proceedings will be informal at all steps of this procedure.
2. A Grievance must be initiated using an Official Grievance Form (See Appendix E). The following information must be included on the Official Grievance Form.
 - a. The employee's name, job title and worksite;
 - b. The name, address and telephone number of the Union Representative, if any;

- c. The Article(s) of the Agreement alleged to have been violated and/or the Section of the Taos County Personnel Policy alleged to have been violated;
 - d. A specific description of the alleged act(s) or omission(s) in violation of the agreement and the approximate date and time of occurrence;
 - e. The adjustment required or remedy sought;
 - f. Identify the Grievance Step;
 - g. The Grievant and/or Union representative shall sign and date the form;
3. The number of days indicated at each level of this procedure will be considered a maximum and every effort shall be made to expedite the process.
 4. If the grievant fails to comply with the grievance time limits as set forth under any of the procedural steps, the grievance shall be considered null and void and shall not be processed any further.
 5. The time limits set forth herein may be extended only by written mutual agreement and only before any time limit has passed. Human Resources will advise the grievant in writing of the failure to meet a deadline, which will be hand delivered to the grievant or mailed by first class mail to the grievant's last know mailing address.
 6. A grievance shall not be considered timely unless the grievant serves the grievance on their immediate supervisor and the Human Resources Department no later than ten (10) days after the action which precipitated or forms the basis of the grievance. If the grievance is against the immediate supervisor, the grievant shall serve the grievant on the next level supervisor and the Human Resources Department within the ten (10) days. Failure to serve the grievance as required within the ten (10) days will time bar the grievance and it shall not be processed any further.
 7. Employees have the right, at all times during the grievance procedure, to be accompanied by a Union staff representative or Union officer who is also an employee of the County.
- 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 to Step 1 of the formal Grievance process may be initiated. Informal resolution of the Grievances prior to Step 1 shall not be binding upon the parties as a past practice.
1. **Step 1.** The grievant shall serve a written grievance with the grievant's immediate supervisor and the Human Resources Department unless the grievance is against the immediate supervisor in which case the employee shall serve the written grievance at the next supervisory level and the Human Resources Department. If, within then (10) days, the supervisor does not adopt the remedy proposed by the grievant, or an alternative remedy to which both agree in a face-to-face meeting, the grievance shall be deemed denied.

2. **Step 2.** If the grievance is not resolved within ten (10) days at Step 1, the grievant may serve a copy of the written grievance with the Department Director or Elected Official. The written grievance must be served within ten (10) days from the date of the Department Director's or Elected Official's response or the date that a response was due, whichever is earlier, or the grievance is forever barred.
3. **Step 3.** If the grievance is not resolved within ten (10) days at Step 2, the grievant may serve a copy of the written grievance with the County manager. The written grievance must be served within ten (10) days from the date of the Department Director's or Elected Official's response or the date that a response was due, whichever is earlier, or the grievance is forever barred.
 - a. **Timing of Meeting.** Management will hold a meeting on the grievance within ten (10) days of receiving the written grievance at this step.
 - b. **Evidence/Testimony.** Management and the grievant will be permitted to submit documents and call witnesses at the meeting. Although the formal rules of evidence do not apply, the county manager may refuse to permit the calling of witnesses whose testimony the county manager deems irrelevant or cumulative.
 - c. **Witnesses.** Witnesses who are employees of the County will generally appear during work hours and will not lose pay for their attendance. Witnesses who are employees of the county and who are required to appear outside their normal work hours will be paid their appropriate rate of pay under the Fair Labor Standards Act.
 - d. **Representation.** The grievant may be accompanied by a Union representative or by an attorney. The presentation of evidence by the grievant, including the examination and cross-examination of witnesses, shall be done directly by the grievant and not by any other person including but not limited to the grievant's named representative. Generally, management's case will be presented by the Director of the employee's Department.
 - e. The County Manager will issue his decision within ten (10) days of the meeting unless otherwise agreed in writing between the County Manager and the Grievant.
4. **Arbitration.** If the County Manager fails to render a decision within ten (10) days of the meeting, the union may request in writing to the Human Resources Director that the grievance be submitted to arbitration. The Union's written request for arbitration shall be submitted to the Human Resources Director within ten (10) days of the County Manager's decision or within fifteen (15) days of the meeting, whichever is earlier. Failure to meet these deadlines renders the grievance null and void, ending the grievance. No grievant, other than the Union, may request arbitration under this process. If the Union does not request arbitration, the decision by the County Manager is final.
5. **Arbitration Process.** If the Union makes a timely and appropriate request for arbitration, the following procedures will apply:

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- a. The arbitration will be selected from a list of seven arbitrators requested by the Human Resources Department from the Federal Mediation and Conciliation Service. The parties will meet at the Human Resources Department within ten (10) days of receiving the list. The parties will alternate in the striking of names on the list until there is one name remaining who shall be the arbitrator. Union and management will flip a coin to determine who strikes the first name.
- b. The arbitration will occur within thirty (30) days of the selection of the arbitrator.
- c. The arbitrator's decision will be in writing and will include the decision, the rationale, and the granted relief. The arbitrator shall not have the authority to expand the rights that employee or the Union have under the terms of this collective bargaining agreement.
- d. The arbitrator's decision shall be final and binding on the parties subject to appeal only within the provisions of the New Mexico Uniform Arbitration Act.
- e. The arbitrator's fees and costs and any fees or costs related to obtaining the list of arbitrators or selecting the arbitrator shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses.

E. Miscellaneous Provisions.

1. No reprisal or retaliation shall be taken by anyone against any employee who participates in the grievance process.
2. A Bargaining Union Employee, acting individually, may present a grievance without permission of the Union. In such a situation, the Union may attend any meetings under this procedure and may present its position.
3. Management will take reasonable steps to ensure the attendance of witnesses who are employees and whose attendance is requested timely in writing by the grievant or the grievant's representative.
4. Management, the grievance, and the union will produce within two days of a written request any relevant documents requested by any party to the grievance proceeding. If the written request is served less than two days before any scheduled meeting, the party from whom the document is requested will take reasonable effort to produce the requested documents before the meeting.
5. Grievances shall be maintained in a separate grievance file and shall not be included in the personnel file of any individual grievant.

Article 12. 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 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 with the Time and Attendance Records each pay period. Leave will not be unreasonably denied.

A. Unauthorized Leave. Unauthorized Leave is any absence without the approval of the County Manager, Elected Official or 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 leave for a period of three days, they will be considered to have voluntarily resigned from County employment.

B. 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 5, 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 and 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 the 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 FLSA.

C. Annual Leave. Annual leave is provided to eligible employees for the purpose of rest and relaxation from their duties and for attending to personal business. Grant employees may or may not accrue vacation leave, depending on the terms of the grant agreement or funding source.

1. All full-time, classified employees hired before September 1, 2016 will accrue vacation leave during periods of work time and paid leave time subject to "6" below, in accordance with the following terms and schedule:

Total Years of County Service	Annual Rate per Pay Period	Maximum Hours per Year
0 < 14	5.54	144
15 years and more	6.16	160

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2. All full-time, probationary, classified employees, and grant employees if the grant allows, hired after September 1, 2016 will accrue vacation leave during periods of work time and paid leave time subject to "6" below, in accordance with the following terms and schedule:

Total Years of County Service	Annual Rate per Pay Period	Maximum Hours per Year
0 < 4	3.85	100
5-9	4.62	120
10-14	5.54	144
15 years or more	6.16	160

3. An employee may not carry over more than 240 vacation hours into a new calendar year. All time in excess of 240 hours will be lost unless an employee has been denied requested vacation time in which case he will be given an opportunity to reschedule and utilize his/her vacation accruals above 240 hours. The department head shall submit a list of those employees who have been denied requested vacation time prior to December 15 each year and request approval of the County Manager to carry over more than 240 hours into the new fiscal year. If approved, the County Manager will forward the approval list to the Human Resources Department by December 22.
4. Classified employees shall be compensated in cash at their regular rate of pay for any accumulated but not used vacation leave when they separate or are separated from the County.
5. An employee shall not accrue additional vacation leave for time worked in excess of forty (40) hours per week.
6. An employee who is absent from work and who has exhausted his/her vacation leave balance will be unpaid subject to FLSA regulations.
7. Leave will accrue only if the employee is paid for at least 50% of the employee's normal hours per pay period (as defined in the County payroll data system) including his or her own vacation and/or sick leave hours taken but **not** including any other sources such as worker's compensation or disability payments.
8. During periods of unpaid leave when the employee's earnings are not sufficient to cover the employee's group insurance premiums, the employee will be responsible for the payment of both the employee and employer contributions to maintain coverage unless the unpaid leave time is FMLA qualifying.
9. An employee on leave without pay does not accrue leave, nor does the employee receive County benefits.

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10. Part-time employees shall accrue vacation leave on a pro-rated basis, according to the number of hours budgeted to work.
11. Leave shall not be granted in advance of accrual. Vacation hours accrued in one pay period cannot be used in the same pay period.
12. Vacation leave shall be requested and approved at least forty-eight (48) hours in advance, whenever possible. Approval will be subject to advance notification, and the needs of the department.
13. Department heads shall submit their requests for vacation leave to the County Manager or his/her designee.
14. Vacation leave shall be charged in increments consistent with the time keeping system.
15. A probationary employee shall not be permitted to use accrued vacation leave until a satisfactory performance evaluation on the employee's first six (6) months of employment has been received by the Human Resources Department.
16. In the event of the death of an employee, compensation for earned vacation leave shall be payable to the employee's estate.
17. The County may buy back that portion of an employee's annual leave that exceeds his/her maximum carry-over at the end of each calendar year providing the following criteria are met:
 - i. The Employee must state in writing to the County Manager, no sooner than December 1st and no later than December 15th their intention to sell back the annual leave in excess of the respective maximum carry-over balance.
 - ii. Sufficient funding exists within the Department budget to allow for such payment.
 - iii. An employee may sell back no more than eighty (80) hours of accumulated annual leave per calendar year over the 240 hour per year carryover allowance.

D. 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,

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quarantine, therapy, counseling and treatment, when the Employee's immediate family member is ill and requires the personal attention of the Employee. Immediate family for this purpose, is defined as the employee's spouse, stepchild, domestic partner, child, parent, stepparent, brother and sister. 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 less than three (3) working days if the Employee's supervisor or the County Manager determines that 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, Friday, 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 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.
2. 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.

F. Sick Leave Transfer Program.

1. Employees who have accumulated sick leave in excess of 80 hours during a calendar year would be eligible to transfer to their annual leave balance up to 40 hours of sick leave per year at the value listed in section 5 below.
2. Employees who utilize the annual sick leave transfer program must maintain a sick leave balance of 120 hours after transferring any hours up to the maximum allowed above this amount.
3. Those employees Who participate in this program may carry forward the annual leave transferred pursuant to this provision in addition to the maximum number of annual leave carried forward as set forth in Article 12, Paragraph D(5).

4. Annually, no sooner than January 1 and no later than January 15, employees who meet the criteria described above may elect to participate in the sick leave transfer program by completing the applicable forms.
5. The percentage value at which the sick leave may be transferred to annual leave is based upon the following:

Number of Sick Leave Hours Used	Percentage Transfer Rate
24 hours or less	100%
25 hours to 32 hours	75%
33 hours to 40 hours	50%

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G. Sick Leave Bank. A Sick Leave Bank will be activated for classified Employees. An Employee may apply for sick leave bank hours only in the a case of his or her extended absence due to catastrophic illness or disability that renders the Employee incapable of working or due to the catastrophic illness or disability of an Immediate family member. "Catastrophic illness or disability" is defined as an illness or disability so severe as to require hospitalization or home confinement in excess of ten (10) days, or a chronic health condition requiring recurring medical treatments. A physician's written statement confirming the "catastrophic illness or disability" shall be required for submission by the Employee before he or she may utilize the Sick Leave Bank. A probationary Employee and an Employee eligible for or receiving worker's compensation for his or her illness or injury man not participate in the Sick Leave Bank. When an Employee leaves County service, all accrued and unpaid sick leave will automatically be donated to the Sick Leave Bank. Classified Employees of the County shall be eligible to draw sick leave form the Sick Leave Bank under the following terms and conditions:

1. The Employee has worked for Taos County for at least one year; and
2. The Employee must have worked at least 1,250 hours during the twelve (12) months immediately preceding the request. Time worked does not include vacation, holidays, sick pay, unpaid leave, or any period of layoff.
3. Any period of employment preceding a break in service of seven (7) years or more is not counted toward the one (1) year employment requirement.
4. Once an Employee has exhausted all of his or her accrued sick leave, compensatory time and annual lave, 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. Said six (6) pay periods are not required to be consecutive, but they must be associated with the same illness and fall within a six (6) month period.

5. 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 by the Labor/Management Committee.
6. Sick leave Bank may only be utilized once in a five-year (5) period, unless such extenuating circumstances exist as to warrant approval of successive use of the Sick Leave Bank by the Labor/Management Committee.

H. Family and Medical Leave Act (FMLA)

1. 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.
2. Employees on leave under the FMLA will retain their seniority.

I. Family Military Leave. Taos County will follow the Federal Laws regarding military family medical leave act.

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

K. 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 NMCI 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.

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- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. Personal Leave Day**

 - 1. Bargaining Unit 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.

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2. Personal leave is to be requested In advance and approved by the Employee's supervisor.
3. 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.

Article 13. 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.** 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.

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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 14. 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.

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Article 15. Personal Vehicles

Employees will not be required to use their vehicles for County business. Commuting 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 16. 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 17. 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 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 18. Compensation and Benefits

- A. Wage Increase.** As of the effective date of this Agreement, Management and the Union agree to a negotiated increase for all bargaining unit eligible employees of a 2% salary increase.
- B. Shift Differential.** The shift differential pay 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.** Unless the State of New Mexico increases the total required PERA contribution during the term of this Agreement, the following contributions by the Employee and the Employer shall be made: 1) Regular Plan Code MPL4 – Employee Contribution 17.15%, Employer Contribution 13.050%, 2) Detention Center Plan Code MD01 – Employee Contribution 17.150%, Employer Contribution 18.050% and 3) Law Enforcement Plan Code MP05- Employee Contribution 16.80%, Employer Contribution 19.900%.
- D. Pay Equity and Longevity Increases.** Longevity pay increases will be given pursuant to the following schedule:

25 Year Retirement Plan	
Years of Service	Longevity Increase
3	.25¢
5	.50¢
10	.50¢
15	.75¢
20	\$1.00
21	.50¢
22	.50¢
23	.50¢
24	.50¢
25	\$1.00
26	.75¢

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27	.75¢
28	.75¢
29	.75¢
30	.75¢

20 Year Retirement Plan	
Years of Service	Longevity Increase
3	.25¢
5	.50¢
10	.50¢
15	.75¢
16	.50¢
17	.75¢
18	.75¢
19	\$1.00
20	\$1.00
21	.75¢
22	.75¢
23	.75¢
24	.75¢
25	\$1.00

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.

If an Employee has left employment with Taos County and is eligible for rehire, and returns to the County service within twelve (12) months, the prior years of service will count as service to the County in calculating the Employee's longevity increases.

E. Merit Increases. No provision of this Article 18 shall preclude merit increases for union-eligible employees that are proposed pursuant to the Taos County Personnel Policy.

- F. **Effective Date.** The provision of this article will be implemented beginning with the first full pay period after final approved budget.

Article 19. 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 or violate the Government Conduct Act. Employees shall request approval of the proposed outside employment or work in a private business from their Department Head or Elected Official and County Manager in writing.

Article 20. 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 21. 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:

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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 22. 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 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 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 23. 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 24. 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 25. 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 26. Wages Negotiation

In conjunction with the preparation of the Fiscal Year 2016-2017, 2017-2018, 2018-2019 Budget, the Employer and the Union shall discuss pay raises and other economic issues for Bargaining Unit Employees.

Article 27. Term of Agreement

The terms and conditions of this Agreement shall continue in full force and effect commencing 12:01 a.m. August 1, 2016 and terminating as of 12:00 midnight June 30, 2019. Either party may open negotiations upon providing written notice as provided by the Taos County Collective Bargaining Ordinance No. 1985-1.

If either party requests negotiations for a new agreement, and contract negotiations extend beyond any expiration date mentioned, this Agreement shall remain binding and in full force and in effect until a new Agreement is signed between the parties. If neither party to the Agreement request the opening of negotiations, this Agreement and the conditions herein shall continue in effect from month to month, or until a successor agreement has been negotiated.

Either party may request the re-opening of negotiations for compensation as per Article 18, and up to two (2) other articles/section by filing a written request with the other party no earlier than March 1 of each year.

SIGNATURE PAGE TO FOLLOW

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ADOPTED AND APPROVED THIS 28th DAY OF JULY, 2016.

Taos County Board of Commissioners

ABSENT

Jim Fambro, Chairman

Mark Gallegos

Mark Gallegos, Vice-Chairman

Gabriel Romero

Gabriel Romero, Commissioner

Tom Blankenhorn

Tom Blankenhorn, Commissioner

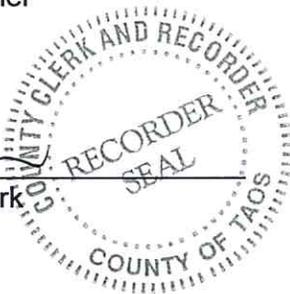
Candyce O'Donnell

Candyce O'Donnell, Commissioner

Attest:

Anna Muth

Anna Martinez, Taos County Clerk



Approved as to form:

Quela Robinson

Quela Robinson, Assistant County Attorney

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

Rebecca Parraz-Mondragon

Rebecca Parraz-Mondragon, President

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, one-half (1/2) hour meal period during each such shift, if possible.

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.

An Employee's bid for shift will be submitted by the employee in writing to the ADC or JDC Administrator on or before March 15 (effective April 1) and September 15 (effective October 1). Employees will bid for shift and days off in order of county seniority. Where two (2) or more employees have the same seniority date for determining job rights, the tie shall be broken with seniority based on the highest number of the last four (4) digits of the social security number (the highest number would be 9999 and the lowest 0000).

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.
Refer to Appendix E for Overtime.

APPENDIX B
SHERIFF'S OFFICE

The following provisions apply only to the Sheriff's Office Employees:

Within Taos County Sheriff's Office, as public safety patrol, staff do not only work Monday through Friday 8 to 5 like other Offices or Departments. The Sheriff's obligation is to provide 24-7-365 operations. Management and the Union agree that a schedule outside of 8-5 work hours and rotation are effective for service of the health, safety and welfare of Taos County constituents. The Sheriff will inform the Union in advance of any proposed schedule change.

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, one-half (1/2) hour meal period during each such shift, if possible.

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's Office Deputy who fails to maintain his/her certification pursuant to state and federal requirements will be subject to termination.

Refer to Appendix E for Overtime.

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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, 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.

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 work one (1) forty (40) hour shift (thirty eight (38) hours on the unit and two (2) hours in-house administrative) or one sixteen (16) (Peñasco EMT's) per week. Employees 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. Where two (2) or more employees have the same seniority date for determining job rights, the tie shall be broken with seniority based on the highest number of the last four (4) digits of the social security number (the highest number would be 9999 and the lowest 0000). A tie will be settled by the toss of a coin.

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 subject to termination.

APPENDIX D
EMERGENCY COMMUNICATIONS DEPARTMENT

The Union and Management agree to discuss and negotiate this appendix at a later date.

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APPENDIX E MANDATORY OVERTIME

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

On Site and Mandatory Overtime List

On-site Volunteers

1. The first several names on mandatory overtime bucket list shall be announced within the first three (3) hours of each shift.
2. If overtime is required, for an eight (8) hour facility, the Department shall first offer overtime to the employees who are working and on-duty and at the work site (i.e. actually working and on duty at any unit of the facility; hereafter referred to as "on site volunteers") who are capable and qualified to perform the necessary tasks. The shift supervisor at each unit/facility shall during the first six (6) hours of each shift, at an eight (8) hour institution and ten (10) hours of each shift at a twelve (12) hour institution, take the names of any officers on duty at their unit/facility who wish to volunteer to work overtime during the next shift. At facilities with more than one unit, the shift supervisor shall transmit the list of volunteers to the single person designated to complete the list of volunteers for the entire facility for the next shift.
3. Volunteers will only be considered if they volunteer for an assignment on the next shift for which they are qualified. CO's, Corporals and Sergeants will be allowed to fill CO posts and ordinarily, Corporals will be allowed to fill Sergeant's posts, unless the Director determines that a particular post cannot be filled by a Corporal if more than one post must be filled by overtime, volunteers will be allowed to choose from the vacant available overtime posts beginning with the volunteer having the most department seniority.
4. On-site volunteers who volunteer for overtime and then decide they no longer wish to volunteer must remove their name from the volunteer overtime list within six (6) hours of the beginning of the shift for an eight (8) hour institution and ten (10) hours of each shift at a twelve (12) hour institution. Employees who volunteer to work overtime and who do not remove their name from the volunteer overtime list within six (6) hours of the beginning of the shift shall be considered refusing an overtime assignment if they fail to report for the overtime assignment, and may be subject to disciplinary action.
5. If there are more capable and qualified on-site volunteers than are necessary to meet the overtime need, overtime shall be assigned to the on-site volunteer(s) having greater agency seniority.

6. The person designated to complete the list of volunteers for the entire facility shall within six (6) hours of the beginning of the shift notify those who volunteered whether it appears at that time that the employee(s) will be working overtime. If it appears at the time that the employee will be working overtime, the employee will be so notified. If it appears at the time that the employee will not be working overtime, the employee will be so notified and will be given the opportunity to volunteer for overtime that is later determined to be necessary before overtime is offered to off-site volunteers. Again, if there are more capable and qualified on-site volunteers than are necessary to meet the overtime need, overtime shall be assigned to the volunteer(s) having greater agency seniority.
7. If overtime is required for a twelve-hour (12) post, and the post is not filled by two (2) hours before the start of the shift, the Department shall call for on-site volunteers. On-site volunteers shall be assigned by order of agency seniority, with the on-site volunteer with the greatest department seniority having the first choice of available posts that he/she is qualified for.

Off-site Volunteers

1. If there are not enough capable and qualified on-site volunteers to perform the necessary overtimes, the Department shall offer overtime to capable and qualified employees of the facility who volunteer and are not working and on duty on the shift preceding the shift that requires overtime (hereafter referred to as off-site volunteers"). Off-site volunteers shall be utilized as follows:
 - a. Each facility of the Department will maintain an off-site volunteer list, which lists all CO's Corporals and Sergeants and at the facility by greatest to least agency seniority.
 - b. Before the beginning of every work week, and continuing until 8 hours before the shift for which an officer wishes to volunteer, any officer who wishes to volunteer to work overtime during the upcoming work week will be responsible for legibly writing next to their name on the list the days/dates and the shifts/times that the officer is willing to volunteer to perform overtime, as well as a telephone number where the officer can be contacted.
2. If it is determined that there are insufficient on-site volunteers to perform the necessary overtime on the next shift, at eight (8) hour institutions, the Department shall, between approximately six (6) hours after the beginning of the shift through seven (7) hours after the shift begins, make one telephone call to the telephone number left by the officer(s) listed on the off-site volunteer list, in the order of greatest to least agency seniority, who indicated a desire to work on that day and for the necessary shift/time. If the Department is able to immediately contact the officer by this one telephone call, the Department shall offer the officer the necessary overtime. If the officer accepts the offer, the officer shall timely report for duty and failure to do so may be grounds for disciplinary action. If the officer refuses the offer, the officer shall not be required to report for duty.
3. If the Department is unable to immediately contact the officer because the line is busy, or there is no answer, or the phone is answered by an answering machine or some answers and offers to take a message, or for any other reason, the Department may consider the officer unavailable to volunteer for that day. The Department need not call that officer again that day and the Department need not consider any attempt thereafter that day by the officer to contact the institution and volunteer for overtime; by the Department may do so in its sole and complete discretion.

4. If Department is unable to immediately make contact with the officer and obtain the necessary off-site volunteers, the Department shall continue down the list until sufficient off-site volunteers are obtained.
5. The Department shall document the dates, times and results of all successful and unsuccessful attempts to contact and obtain off-site volunteers.
6. If overtimes is required at a twelve (12) hour institution, the Department shall first offer overtime to off-site volunteers who are capable and qualified to perform the necessary tasks. The Department shall begin calling for off-site volunteers as soon as it become apparent that overtime will be needed. The Department shall keep calling for off-site volunteers until all posts are filled, even if the posts are partially filled by an on-site volunteer, or mandatory overtime officer.
7. The Department may give preference to those off-site volunteers who are willing to work the entire shift of the entire period of time necessary over those who are not.
8. If at the beginning of the shift, it appears that an officer is AWOL or tardy, and it is unclear whether that officer will report to duty, the Department shall offer any necessary overtime to officer(s) who placed their name on the on-site volunteer list who has not yet been offered overtime. If there are insufficient on-site volunteers who have placed their name on the on-site volunteer list to cover any necessary overtime, the Department shall offer any necessary overtime to any other on-site volunteers (who have not put their name on the on-site volunteer list). If there is an insufficient number of on-site volunteers, the Department shall assign mandatory overtime to the person at the top of the mandatory overtime bucket list. Additionally, during the first one (1) hour of the shift requiring overtime, the Department shall call any officers who put their name on the off-site volunteer, who have not already been called and offer them the overtime post filled by the mandatory overtime officer. IF the off-site volunteer accepts the offer, the mandatory overtime officer shall be relieved of duty when the off-site volunteer reports for duty.

Institutions on 8 Hour Shifts

For purposes of volunteering for overtime, an officer shall normally be allowed to volunteer for as many as four (4) but no more than four (4) overtime assignments in a work week; and no more than 32 hours in a work week; and no more than 16 consecutive hours of duty on any day. Additionally, an officer will not be allowed to volunteer for overtime on both of the officer's Regular Days Off (RDO's) in any one work week, but will be allowed to volunteer for overtime on one of the two of the officer's RDO's in any one work week.

Institutions on 12 Hour Shifts

For purposes of volunteering for overtime, an officer shall normally be allowed to volunteer for as many as four (4) but no more than four (4) overtime assignments in a work week; and no more than 32 hours in a work week; and no more than 16 consecutive hours of duty on any day. Additionally, an officer will not be allowed to volunteer for overtime on more than three (3) of the officer's Regular Days Off (RDO's) in any one work week, in which the employee has four (4) RDO's; and will not be allowed to volunteer for overtime on more than two (2) of the officer's RDO's in any work week in which the employee has three (3) RDO's.

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Mandatory Overtime

If there are insufficient capable and qualified on-site and off-site volunteers to meet the overtime need, the Department may require officers to work mandatory overtime as follows:

1. By the first pay period in January and July, the Department shall create a mandatory overtime list officers in the order of reverse agency seniority by facility (not unit), and by shift. If mandatory overtime is necessary on the next shift, the overtime will be assigned to the officer(s) who have the longest period of time since he/she last worked mandatory overtime for any period of time since he/she last worked mandatory overtime for any period of time or voluntary overtime for two (2) hours or more. This list shall be known as the "mandatory overtime bucket list". Once that officer has worked a mandatory overtime for any period of time, or voluntary overtime for two (2) hours or more, the officer's name shall be placed at the bottom of the mandatory overtime bucket list.
2. Within seven (7) hours at eight (8) hour institutions, or eleven (11) hours at twelve (12) hour institutions, after the beginning of the shift, the shift supervisor will make a good faith effort to notify those who will likely be required to work mandatory overtime of this fact.
3. Ordinarily, an officer's "Friday" is the last day of the five (5) consecutive work days in that officer's normal work schedule. In the event that an office is granted annual leave, or compensatory time off, in advance, for what would ordinarily be that officer's final day(s) of the five (5) consecutive work days in that officer's normal work schedule, the officer's "Friday" shall be the last day, of his/her normal consecutive work days, that the officer works.
4. Except for employees who normally work a twelve (12) hour shift, the Department will not require an officer to work mandatory overtime on their "Friday". For those employees who normally work a twelve (12) hour shift, they shall remain subject to mandatory overtime using the normal mandatory overtime bucket list.
5. If an officer's name is skipped because the officer is not present or available that day due to annual leave, sick leave, etc. it is the officer's "Friday", or for any other reason, upon return to work the officer's name shall be placed in the appropriate place on the mandatory overtime bucket list according to his/her last overtime day worked, as set out herein.
6. If the Department is unable to fill a twelve (12) hour overtime post with an off-site volunteer, or partially fill it with an on-site volunteer, or partially fill it with an on-site volunteer, the Department will assign four (4) hours of mandatory overtime to the person(s) whose name is at the top of the mandatory overtime bucket list.
7. Due to the requirements and nature of the duties of the Departments transport team, the officers on the transport team will not be placed on the mandatory overtime list; but will be required to work overtime necessary to fulfill transport duties.

8. An officer who is relieved late by one (1) hour or more shall be considered a mandatory overtime.

Miscellaneous

1. The Department will make the volunteer and mandatory overtime list and daily roster available for inspection by Correctional Officers upon request with reasonable advance notice.
2. When an officer works voluntary overtime for two (2) hours or more, the officer's name shall be moved to the bottom of the mandatory overtime list.
3. When an officer is assigned mandatory overtime for any period of time, the officer's name shall be moved to the bottom of the mandatory overtime bucket list. An officer will not be considered assigned mandatory overtime if the officer is notified by the end of his/her normal shift that he/she will not be required to work overtime.
4. If fifty percent or less of the posts on any given shift are filled by officers working overtime, the break will be thirty (30) minutes away from post. If more than fifty percent of the posts, not including Non-Mandatory II posts, on a given shift are filled by officers working overtime, the break will be fifteen (15) minutes away from post. For the purposes of determining if fifty (50%) percent of the posts are filled by officers working overtime, fraction of one half (.5) or higher shall be rounded up.
5. If an officer was granted any type of leave but does not ultimately require the use of that leave and reports to work, the Department may withdraw any mandatory or voluntary overtime assignments to the officer who was assigned overtime to replace the officer who no longer requires leave.
6. Officers that voluntarily agree to flex their schedule in order to forego some, or all, of their overtime will not be credited for having worked overtime. "Voluntarily agree" means agreement between the Employer and the Employee to flex their schedule prior to the extra hours ("overtime") being worked.

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APPENDIX F
OFFICIAL GRIEVANCE FORM



AFSCME Local 1193

New Mexico Council 18, Local 1193

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American Federation of State, County and Municipal Employees

Official Grievance Form

Employees:

Worksite Location:

Classifications/Job Title:

Agency: Taos County

Supervisor: List applicable violation(s):

And any additional violations to any Federal laws, State laws, PEBA, the CBA, and State Personnel Policies which are discovered during the process of this grievance.

Statement

Adjustment or Remedy sought

Cease and desist from any violations of the CBA, and any other relief deemed appropriate by a hearing officer or arbitrator would be a welcomed action. (The Union reserves the right to modify or amend this grievance at any point during the grievance process).

TAOS COUNTY COLLECTIVE BARGAINING AGREEMENT
AUGUST, 2016

AFSCME Local 1193

I authorize AFSCME local 1193 as my Union Representative to act on my behalf in the disposition of this grievance.

Signature of Grievants:

_____ Date _____

_____ Date _____

_____ Date _____

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Signature of Union Representative:

_____ Date _____

AFSCME Council 18, Local 1193
Taos County
Taos, New Mexico 87571

Step One - Date presented:

Signature of Management Representative

_____ Date _____

