RESOLUTION NO. 2015-65

A RESOLUTION ADOPTING A COLLECTIVE BARGAINING AGREEMENT BETWEEN DOÑA ANA COUNTY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 18, BLUE COLLAR, LOCAL 2709

WHEREAS, Doña Ana County (hereinafter "County") and American Federation of State, County and Municipal Employees, Council 18, Local 2709, representing Blue Collar employees (hereinafter "AFSCME") have completed the collective bargaining for an agreement governing the terms and conditions of employment for all employees within the collective bargaining unit.

IT IS HEREBY RESOLVED by the Board of County Commissioners of Doña Ana County (hereinafter "BOCC") that the collective bargaining agreement between the County and AFSCME representing Blue Collar employees is approved and shall become effective upon this approval. Any increase in wages agreed to will become effective on the first day of the first full pay period following the approval of the agreement by the BOCC.

IT IS FURTHER RESOLVED that the BOCC delegates signature authority of the Amendment to the Collective Bargaining Agreement to the County Manager.

ADOPTED this 14th day of October 2015.

BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO

Billy G. Garrett, Chair, District 1 For / Against

Dr. David J. Garcia, District 2 For / Against

ABSENT

Benjamin L. Rawson, District 3 For / Against

Wayne D. Hancock, District 4 For / Against

Leticia Duarte Benavidez, District 5 For / Against

COUNTY COMMISSIONERS SEAL DONA ANA COUNTY NEW MEXICO

ATTEST:

Lynn J. Ellins
County Clerk

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

COUNTY OF DONA ANA) RESOLUTION
STATE OF NEW MEXICO) ss PAGES: 30

I Hereby Certify That This Instrument Was Filed for Record On OCT 16, 2015 11:17:41 AM
And Was Duly Recorded as Instrument # 1522276
Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office,
Lynn J. Ellins, County Clerk, Dona Ana, NM

Deputy Laiza Rodriguez

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

AGREEMENT BETWEEN

THE COUNTY OF DOÑA ANA, NEW MEXICO

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES;

NEW MEXICO COUNCIL 18, LOCAL 2709

AFL-CIO

BLUE COLLAR

Article 1 AUTHORITY

1. This agreement (hereinafter the "Agreement") is entered into between Doña Ana County (hereinafter the "County") and the County employees in the Doña Ana County Blue Collar Unit affiliated with Council 18 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as "Union"), in accordance with the provisions of DACC Chapter 73 Labor Management Relations.

2. DACC Chapter 73 Labor Management Relations was enacted to guarantee County employees the right to organize and bargain collectively with their County, to protect the rights of the County and the employees, to promote harmonious and cooperative relations between the County and the employees, and to acknowledge the obligation of the County and the employees to provide orderly and uninterrupted services to the citizens.

Article 2 RECOGNITION

1. Pursuant to applicable law, the County recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to all terms and conditions of employment for all employees in the bargaining unit occupational groups including part time and full time regular employees. Probationary employees will not be represented by the Union in disciplinary or work performance related actions. Probationary employees are at will employees during the probationary period of one year.

2. The Union shall provide the County with a written list of its stewards, Union officials, and other Union staff who are authorized to act on behalf of the Union within thirty (30) calendar days of the ratification and approval of this Agreement.

3. The Union shall provide written notice to the County of any change in Union stewards or officers within ten (10) work days of such change.

4. The notice required in paragraphs 2 and 3 will be in writing to the Director, Human Resources Department, 845 N. Motel Blvd., Room 2-190, Las Cruces, New Mexico 88007.

Article 3 UNION RIGHTS

1. Right of Access

   A. Union staff representatives and employees who are officers of the Union and/or job stewards shall have reasonable access to work areas for the purpose of conducting Union business. It is understood that such representatives and officers, while visiting County facilities, will not disturb or interfere with the work of employees or other County

operations. Representatives shall notify the front desk or supervisor about their presence on County facilities and shall follow all required security and safety procedures.

B. The Union has the right to represent the interests of employees in the bargaining unit and those other rights specifically delineated in this Agreement. Representation of probationary employees is limited as stated in Article 2, paragraph 1.

Article 4 APPLICABLE HUMAN RESOURCES POLICIES AND PROCEDURES AS AMENDED MAY 24, 2011

1. It is the intent of the parties that the following sections from the Human Resources Policies and Procedures as Amended May 24, 2011, apply to the terms and conditions of employment of the members of the collective bargaining unit, except where the provisions within the sections may be in conflict with specific articles of the Agreement.

2. When the County intends to add, delete, or modify any of the following sections of the Human Resources Policies and Procedures, the County will notify the Union in writing of its intent to do so no less than thirty (30) calendar days prior to the implementation of the proposed change. If the Union does not object to the change, the change will apply to employees of the collective bargaining unit. If the Union objects to the change, the Union will notify the County in writing of its objection to the change within fourteen (14) calendar days of the date of the County's sending the notification. The County and the Union will then meet within fourteen (14) calendar days of the objection. If the County and Union are unable to reach an agreement on the proposed change, the current language will continue to govern employees of the collective bargaining, except where there is a financial impact to the County and the County does not appropriate for an item.

1-1. Prior Policies and Procedures
1-2. Collective Bargaining Agreements
1-3. Management Rights and Responsibilities
1-4. Employee and Volunteer Rights and Responsibilities

2-1. Equal Employment Opportunity
2-2. Discrimination
2-3. Discrimination and Harassment Procedures
2.4. Nepotism
2-5. Conflict of Interest and Code of Ethics
2-6. Personal Relationships
2-7. Legal Matters
2-8. External Communication
2-9. Outside Employment

2-10. Political Activity
2-11. Fraud
2-12. Reports of Misconduct or Wrongdoing
2-13. Use of Public Property
2-14. Reasonable Accommodation Policy
2-15. Break for Expressing Breast Milk

3-1. Recruitment
3-2. Eligibility for Employment
3-3. Minimum Qualifications
3-4. Placement within the Department
3-5. Posting Procedures for Positions Not Filled Through Placements within the Department
3-6. Exceptions to Posting
3-7. Application Forms
3-8. Filing of Applications
3-9. Substitutions
    1. Substitution of Experience for Education
    2. Substitution of Education for Experience
    3. Level of Experience
    4. Non-Allowable Substitutions
3-10. Disqualification of Applicants
3-11. Assessment of Applications
3-12. Applicant Tests
3-13. Applicant Interviews
3-14. Hiring Recommendations
3-16. Closeout of Other Applicants
3-17. Recruitment for Unclassified Positions
3-18. Applicant Expenses
3-19. Background Checks

4-1. Employment-Eligibility Verification
4-2. Classified and Unclassified Positions
4-3. Types of Positions
4-4. Position Designations
    1. Non-Exempt
    2. Exempt
4-5. Fair Labor Standards Act (FLSA) Compliance
4-6. Probationary Status
4-7. License/Occupational Certification
4-8. Volunteers/Interns
4-9. New-Employee Orientation

5-1. Classification and Compensation Plan
5-2. Objectives for the Classification and Compensation Plan
5-3. Classification Plan Administration
5-4. Position Reclassifications
5-5. New Job Classifications
5-6. Job Evaluation Criteria
5-7. Compensation Plan Update
5-8. Compensation Administration
    1. Starting Salary
    2. Promotions
    3. Lateral Transfers
    4. Demotions
    5. Temporary Assignments
    6. Move from Unrepresented to Represented
5-9. Overtime/Compensatory Time
5-11. Call-Back Pay

6-1. Hours of Work
    1. Normal Workweek and Work Hours
    2. Flexible Work Time
    3. Alternative Work Schedule
6-2. Absences and Tardiness
6-3. Meal and Rest Periods
6-4. Standards of Conduct
6-5. Pay Periods
6-6. Time Reporting
6-7. Payroll Disbursements
6-8. Official Personnel Records
6-9. Public-Record Information
6.10. Access to the Official Personnel File
6-11. Copies of Personnel Records
6-12. Negative or Derogatory Information
6-13. Verification of Employment
6-14. References/Recommendations
6-15. Personal Appearance
6-16. Electronic Mail, Computer and On-Line Services
    A. Condition of Employment
    B. Software Copyright
    C. Prohibited Use
    D. Passwords
    E. Consequences of Prohibited Use

6-17. U.S. Mail and Telephone Systems
6-18. Bulletin Boards
6-19. Photographs
6-20. Cell-Phone Usage
6-21. Children of Employees at Work
6-22. County Driver Training
6-23. Motor Vehicle Records Check
6-24. Loss of Driver's License
6-25. Employee Parking
6-26. Identification Badges
6-27. Use of Tobacco Products In and Around County Property
6-28. Workplace Violence
6-29. Drug Free Workplace
6-30. Alcohol and Drug Testing
    A. Random Drug and Alcohol Testing (CDL)
    B. Voluntary Self Identification by Employees
    C. Refusal to Submit to Drug or Alcohol Testing
    D. Positive Results of Drug and Alcohol Testing
    E. Confidentiality
6-31. Controlled Substances Abuse and Misuse
6-32. Tape Recording of Conversations
6-33. Supervisory Training Courses

7-1. Workers-Compensation Insurance
    A. Reporting
    B. Medical Procedures
    C. FMLA Coordination
    D. Re-Employment of an Injured County Employee
7-2. Modified Duty
7-3. Group Insurance Coverage
7-4. Retiree Health Insurance
7-5. COBRA
7-6. Domestic Partner Benefits
7-7. Public Employee Retirement Association (PERA)
7-8. Alternative Retirement Plan for Educational Retirement (ERB) Retirees
7-9. Deferred Compensation Retirement Plan
7-10. Employee Assistance Program
7-11. Educational Assistance Program
7-12. Certification/License Examination Expenses
7-13. Medical Privacy

8-1. Leave Accrual and Usage
A. Authorized Leave
B. Unauthorized Leave
8-3. Vacation Leave
8-4. Sick Leave
8-5. Sick Leave Bank
8-6. Family Medical Leave Act
8-7. Family Military Leave
8-8. Fitness for Duty
8-9. Military Leave
8-10. Civic Duty Leave
8-11. Bereavement Leave
8-12. Blood Donation
8-13. Emergency Volunteer Service Leave
8-14. Administrative Leave Due To Inclement Weather and Hazardous Conditions
8-15. Holidays and Personal Day
8-16. Leave of Absence
8-17. Administrative Leave with Pay
8-18. Domestic Abuse Leave

9-1. Coaching and Counseling
9-2. Work Performance Evaluations
9-3. Performance Improvement Plan

10-1. Discipline System
10-2. Grounds for Disciplinary Action
10-3. Types of Discipline
10-8 Complaints

11-2. Medical Separations
11-3. Resignations
11-4. Exit Processing
11-5. Separation Pay
11-6. Eligibility for Rehire

Article 5 EMPLOYEE INFORMATION

1. The County will provide, at the written request of the Union, the following information related to bargaining unit employees: name, address, phone number, job title, assigned salary, office or department, and date of last hire. Requests for this information may not exceed two times in one calendar year. If the Union makes a request in excess of the two

times per calendar year limit, the Union will pay an administrative fee of $50.00 for each request beyond the two requests before the County is obligated to provide the information. The employee's address and phone number will be those reflected in the employee's personnel file.

2. The request by the Union will provide an email address to which the report may be sent.

Article 6 FAIR SHARE

1. Fair Share is the payment of an agency fee by bargaining unit members who are not dues-paying union members for expenses related to negotiating and administering the collective bargaining agreement. Any agency fee provision negotiated pursuant to this Agreement shall comply with all State and Federal requirements. Pursuant to this Agreement, the following procedure shall be implemented for payment of agency fees:

2. The Union will not collect agency fees unless the Union has provided proof to the County that no less than 50% of the employees within the collective bargaining unit are dues-paying members.

3. The amount of the agency fee shall include only costs related to the negotiation and administration of the collective bargaining agreement and the adjustment of grievances or disputes of bargaining unit employees, provided, however, that in no event shall the fee exceed 75% of the Union's membership dues.

4. The procedures used by the Union for calculating and collecting the fee will comply with all State and Federal requirements. Those procedures will include provision of a notice to non-members every twelve (12) months informing them of the amount of the agency fee for the next twelve (12) months and the basis on which the amount was determined. The notice also will inform non-members that they have the right to challenge the amount of the agency fee through a procedure set forth in the notice, under which any challenges will be resolved by an impartial decision maker. To the extent that applicable State and Federal Law requires that any portion of a challenger's agency fee be held in escrow pending resolution of the challenge, the Union will comply with any such requirement.

5. At the same time as it provides to non-members the notice described in subparagraph 3, the Union shall certify to the County, in writing, by a duly authorized officer, the amounts to be deducted as agency fees during the twelve (12) month period then commencing. Upon receipt of that certification, the County shall commence on the first full pay period following receipt of the notice making employee payroll deductions of the specified agency fee payments for each pay period of that twelve (12) month period.

6. All money deducted from wages for agency fees shall promptly be remitted to the Union after the payday covering the pay period of the deduction. If any employee has insufficient earnings for the pay period, no agency fee deduction will be made for that employee for that pay period.

7.

   A. The Union will indemnify and hold the County harmless against any and all claims, demands, suits or other forms of liability, including payment of reasonable attorney fees and costs for counsel selected by the County, for any claim or challenge to imposition of an agency fee, subject to applicable law.

   B. If an Arbitrator or Court finds that the Union has failed to indemnify and hold the County harmless against any and all claims, demands, suits or others forms of liability that shall arise out of or as a result of any conduct taken by the County for the purpose of complying with this section, it may award the County the ability to withhold payment of dues/agency fees until the obligation of indemnification is satisfied.

Article 7 DUES DEDUCTIONS

1. Upon receipt by the Human Resources Department of a voluntary authorization for dues deduction card signed by a non-probationary employee, the County will deduct from the pay of the employee, beginning the first full pay period after receipt of the card, membership dues levied by the Union in accordance with its dues structure and paragraph 6 below.

2. The employee may terminate the collection of union dues by presenting a document signed by the employee to the Human Resources Department between June 1st and June 30th of any year of this agreement directing the county to cease such collection. The Human Resources Department will notify the Union president within two (2) work days of receipt of the document. The termination of dues will take effect at the end of the first full pay period in July of that year.

3. The County will forward to AFSCME Council 18 all dues withheld pursuant to valid authorization cards. Dues withheld for each payroll period will be forwarded to the person/office designated in writing by the AFSCME Council 18 Executive Director. AFSCME will inform the County Human Resources Department in writing of such designation within thirty (30) calendar days of the adoption of this agreement by both parties.

4. The Union will indemnify and hold the County harmless against any and all claims, demands, suits or other forms of liability that arise out of or as a result of the County's compliance with this Article.

5. Employees promoted or transferred to a position outside the bargaining unit will be automatically withdrawn from the union/bargaining unit by personnel action of the Human Resources Department.

6. Dues may be modified only one time in a calendar year unless otherwise agreed in writing by both parties. Modified dues rates shall become effective at the beginning of the first full pay period after receiving notice from the Union.

Article 8 DISCIPLINARY ACTIONS

1. Discipline shall only be for just cause.

2. The County reserves the right to investigate allegations of employee misconduct and/or poor performance.

3. An employee may be placed on administrative leave with pay, if appropriate, during an investigation of the employee.

4. During an investigation, no documentation related to the matter under investigation will be placed in the employee's official personnel file until the investigation has been completed.

5. Interviews of the employee who is the subject of the investigation will be conducted when the employee is on duty or during the employee's normal working hours, unless the urgency of the investigation requires otherwise.

6. Interviews of the employee who is the subject of the investigation will be conducted at County facilities, unless the urgency of the investigation requires otherwise.

7. An employee shall be permitted at any phase of an investigation which may reasonably lead to a suspension without pay, demotion, or termination, including interviews by a management representative, to have a representative of his/her choosing present for the purpose of advising the employee.

8. Prior to the imposition of discipline other than verbal or written reprimand or warning, the employee will be advised in writing of the charges against him/her. The writing will include the factual basis for the discipline and the proposed discipline including a summary of the circumstances giving rise to the charges; and the specific rules, regulations, policies, and/or procedures that have allegedly been violated.

9. Employees will cooperate in all investigations conducted by or on behalf of the County, including polygraph exams. After reviewing all the information collected in the course of an investigation of an employee, the department head or designee may order the employee to submit to a polygraph examination administered by a licensed polygraph examiner, provided that all other reasonable investigative means have been exhausted. Failure to cooperate may be the basis for disciplinary action, up to and including termination. Nothing herein shall preclude an employee from exercising any constitutional or statutory right to which the employee may be entitled.

10. Except as otherwise provided by an arbitrator or a court of law, disciplinary actions shall be noted in the employee's official personnel file and shall not be purged.

11. Disciplinary actions involving counseling and documented verbal reprimands may not be appealed. The employee may attach a rebuttal to any written disciplinary documentation in the employee's personnel file.

12. All other disciplinary actions may be appealed through the grievance procedure contained in this Agreement, including suspension without pay, demotion, and termination. In any disciplinary actions appealed to arbitration through the grievance procedure contained in this Agreement, the arbitrator shall apply just cause as the standard for discipline and use preponderance of evidence as the standard of proof (i.e.; 51% or higher).

13. All disciplinary actions, including oral reprimands, written reprimands, demotions, suspensions, or terminations will be for just cause. All findings will be handed down in a timely manner not to exceed twenty (20) business days from the conclusion of the investigation, which occurs when the official finding(s) form is issued by the department head or designee. The twenty (20) business days begins on the following business day and refers to Monday through Friday, excluding holidays.

14. An employee may be allowed to use up to 50% of the amount of suspension time, up to a maximum of ten (10) days of accrued vacation or comp time in lieu of suspension without pay. This option is available to the employee only if they do not appeal the suspension.

15. **Pre-Determination Hearing**

A. The employee is entitled to a pre-determination hearing whenever unpaid suspension, demotion or termination of employment has been recommended.

B. Following notification of intent to suspend, demote or terminate employment the employee may be placed on administrative leave, with pay, pending the pre-determination hearing outcome with the approval of the Human Resources Director and County Manager.

C. Within five (5) work days of receipt of the Notice of Intent to Suspend, Demote or Terminate, the employee shall deliver a written memorandum to the Human Resources Director to indicate the employee is requesting a pre-determination hearing, with receipt acknowledged by the Human Resources Department.

D. If the employee does not request a pre-determination hearing, the employee is deemed to have waived his/her right to contest the matter and the action recommended in the notice of intent shall take effect.

E. In the event the employee requests a pre-determination hearing the department head or designee shall hold an informal hearing to allow the employee the opportunity to respond to the proposed disciplinary action.

F. The employee may be accompanied by a representative, in the capacity described below, may cross examine any witnesses who have provided statements, and may present documents on his/her behalf. If the representative is an attorney, the employee must so inform the human resources representative to allow the County time to arrange for its general counsel to be present at the hearing. The County reserves the right to have the general counsel present at any and all hearings.

G. The department head or designee is fully empowered to grant or refuse extensions of time, to set procedures for the hearing, to conduct the hearing, and to take actions relative to the proceedings.

H. The hearing may be continued at the request of either the employee or the department head or his/her designated. Requests to continue the hearing must be submitted to the Human Resources Director in writing at least three (3) work days before the hearing date. Continuances will not be granted to accommodate the schedule of representatives or witnesses. The Human Resources Director will notify all concerned parties of the continuance.

I. Failure of the employee to comply with these procedures and/or failure to appear at the time and place of the hearing will result in dismissal of employee's request for a hearing and the action recommended in the notice of intent shall take effect.

J. If the department head or designee determines that the recommended disciplinary action was arbitrary or taken without just cause, the disciplinary action maybe revoked or modified. The department head or designee may otherwise modify or affirm the recommended disciplinary action.

K. The department head or designee shall make a determination regarding the proposed action based on the evidence presented at the pre-determination hearing.

L. The employee shall be notified by the department head or designee, within five (5) work days, of the results of the hearing.

M. The Notice of Determination will specify the disciplinary action to be imposed, and the effective date of the action. The notice will be delivered by mail to the employee's address of record or by personal delivery.

N. The findings and decisions of the department head or designee may be appealed in accordance with the article governing appeals. Only employees who elect to have the pre-determination hearing shall have an appeal right.

O. Nature of the Pre-Determination Hearing.

(1) The hearing shall be informal. The technical rules of evidence and court procedure shall not apply, except that irrelevant, immaterial, or unduly repetitious material may be excluded. Evidence protected by the rules of privilege recognized by law may also be excluded.

(2) The Employee may present his own evidence and statement. The Employee may choose one representative to accompany him/her at the hearing. The Employee may choose a non-attorney union representative who may present evidence and argument on behalf of the Employee. The Employee may, in the alternative, and at their own cost choose an attorney representative to accompany him/her at the hearing, however, the attorney may attend only as an observer and may not participate in and obstruct the hearing process. In the event the attorney observer is disruptive to the proceedings the hearing officer may remove them from the hearing. County Management reserves the right to have a member of the Legal Department attend all hearings.

(3) The audio or video recording of the pre-determination hearing is not allowed.

P. Witnesses.

(1) The department head or designee may limit the number of witnesses on any issue, including character and reputation evidence.

(2) The department head or designee may exclude from the room any witness not at the time under examination. The employee, the department head, and their representatives may not be excluded unless their behavior is disruptive.

(3) Coordination of witnesses and collection of witness statements on behalf of the employee requesting the hearing are that employee's responsibility except in cases of discrimination, harassment or workplace violence. In cases of discrimination, harassment or workplace violence, the employee shall provide a witness list to Human Resources at the time the hearing is requested and Human Resources will arrange for the witness(s) to appear. In the event that a county employee is uncooperative when contacted, Human Resources shall be notified by the employee requesting the hearing and will assist in securing the employee's cooperation.

Article 9 GRIEVANCE PROCEDURE

1. The purposes of this grievance procedure include:

A. To promote improved employer-employee relations by establishing grievance procedures on all disputes.

B. To afford each employee a systematic means of obtaining further consideration of problems.

C. To ensure that efforts are made to settle grievances at the lowest level.

D. To handle grievances as informally as possible.

2. The following matters are subject to the grievance procedure:

A. Any decision that violates this agreement, County ordinances, policies or procedures; Federal or State laws or regulations; or established public policy, with the following *exceptions*:

(1) Verbal reprimands.

(2) Performance evaluations.

(3) Non-selection for vacant positions.

(4) Disputes as to whether an established County policy or practice is good or appropriate.

(5) Management style, job direction and assignment of tasks/duties.

(6) Reassignment or transfer provided there is no loss in pay.

(7) Resignation by the employee.

(8) Staffing patterns.

3. Grievances must be initiated within ten (10) work days of the incident giving rise to the grievance.

4. Informal Grievance Procedure.

A. Any employee who has a grievance should first try to settle it through discussion with his/her immediate supervisor. This step should be taken without undue delay.

B. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to initiate a formal grievance within the ten (10) work day deadline.

5. Formal Grievance Procedure.

A. Issues that cannot be resolved through the informal grievance procedure may be taken to the formal procedure. The levels of review in the formal grievance procedure follow the chain of supervision and are listed below:

B. First Step. 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 within ten (10) work days of the precipitating event or five (5) work days of concluding the informal grievance process whichever is later.

C. Second Step. If the grievance is not resolved within ten (10) work days at the First Step, the grievant may serve a copy of the written grievance to the department head or designee. This written grievance must be served within ten (10) work days from the date of the immediate supervisor's response or the date that a response was due, whichever is earlier, or the grievance is forever barred.

D. Third Step. If the grievance is not resolved within ten (10) work days at the Second Step, the grievant may serve a copy of the written grievance with the County Manager. This written grievance must be served within ten (10) work days from the date of the department head or designee's response or the date that a response was due, whichever is earlier, or the grievance is forever barred.

(1) The County Manager will issue a final decision within ten (10) work days of receiving the grievance

6. Conduct of Grievance Procedure

A. The time limits specified above may be extended by mutual agreement of the employee and management.

B. Once a grievance has been dismissed, either through direct action or by inaction, the grievance cannot be reinstated by the employee.

C. Employees shall be free from reprisal for using the grievance procedures.

7. **Arbitration.** The County or the Union may request arbitration of the final decision of the County Manager. The request for arbitration must be submitted in writing to the Director, Human Resources Department within ten (10) work days of receiving the final decision. The deadline to request arbitration may not be extended.

A. An employee must have the written concurrence of the Union at the time the request for arbitration is submitted. Failure to have the written concurrence of the Union will bar the request for arbitration.

B. The Union and the County will each pay one-half of the arbitrator's fees and expenses.

C. The Arbitrator will be selected from a list of five (5) arbitrators provided by the Federal Mediation & Conciliation Service. If the Union and County cannot agree on an arbitrator from the list, the Union will exercise the first and third strike of names and the County will exercise the second and fourth strike of names. The remaining name will be the Arbitrator for the matter.

D. The Arbitrator will be bound by the laws of the State of New Mexico.

E. **Hearing.**

(1) The hearing will be informal.

(2) The Arbitrator will issue a final decision within sixty (60) calendar days of concluding the hearing.

Article 10 CONTRACTING OUT

1. Unless otherwise provided by law, the County recognizes the integrity of the bargaining unit and will use bargaining unit employees to perform bargaining unit functions in preference to contracting out County work. However, it is the prerogative, right, and responsibility of the County to determine the work that is to be performed by an employee, a contractor, or members of this bargaining unit. In the event the County proposes to use non-bargaining unit individuals to perform bargaining unit work, the County will provide the Union with notice at the earliest opportunity, but normally at least forty-five (45) calendar days in advance. The Union may request, within three (3) work days of receiving the notice, a meeting to discuss its concerns. The County will be available to meet with the Union within ten (10) work days of the Union's request.

2. The County will inform the Union, in writing, about the kind of work it would contract out and the approximate duration of the project.

3. The County is committed to contract out work on a case-by-case basis and according to specific needs as demanded by specific projects. The primary intent of contracting out bargaining unit work will not be to displace bargaining unit employees.

4. Jobs that are currently contracted out by the County may continue to be contracted out in the same manner.

Article 11 HOURS OF WORK FOR BUILDING ATTENDANTS

1. Hours of work for building attendants will be as follows:

   5:00 a.m. – 2:00 p.m. to include a one (1) hour lunch
   6:00 a.m. – 3:00 p.m. to include a one (1) hour lunch
   7:00 a.m. – 4:00 p.m. to include a one (1) hour lunch
   8:00 a.m. – 5:00 p.m. to include a one (1) hour lunch
   9:00 a.m. – 6:00 p.m. to include a one (1) hour lunch

2. Shift preference will be assigned by seniority. In order to preserve a good balance of experience and skills on each shift, no more than 50% of building attendants on a shift will be assigned based on seniority. When there is an uneven number of building attendants assigned to a shift, no more than 50% minus one building attendant will be assigned based on seniority.
3. Management shall give five (5) calendar days notice of any transfer resulting in a change of shift or work day, except when management has determined that an operational necessity does not permit the five (5) calendar day notice.

Article 12 CREW/WORK ASSIGNMENTS

1. Management will determine the makeup of each crew or work assignment by job description.

2. Employees will bid for crew or work assignments every six (6) months in June and December of each year.

3. Crew/work assignments within each crew or work assignment will be determined by seniority in Classification.

4. Management and the Union agree that the purpose of this article is to allow employees with seniority to have the first option of crew and work assignment over less senior employees within the same job description.

5. All ties in seniority will be broken by lots.

Article 13 LAY OFFS-REDUCTION-IN-FORCE

1. Separation. An employee may be laid off due to a shortage of County funds, elimination of positions, or elimination of work.

2. Notice. When a department anticipates a layoff for any of the above reasons, the Human Resources Department will provide notice to the Union and the employee, absent exigent circumstances, at least thirty (30) calendar days in advance of the effective date of the layoff.

3. Order of Layoff. Employees will be laid off based on seniority, with the least senior employee being laid off first. The criteria for implementing a layoff will be by the following priority:

   A. Seniority with the County;

   B. Seniority in the Department;

   C. Seniority at a particular job; and

   D. For employees in codes and animal control, this step will be based on their first attended National Animal Control Association test score.

   E. Drawing of lots.

4. A classified employee scheduled for layoff may be assigned to another position provided:

   A. The employee's work status is satisfactory.

   B. The employee meets the qualifications for the position.

   C. The employee agrees to accept the pay rate of the position.

5. An employee who because of a layoff transfers out of the bargaining unit to accept another position with the County may return to the former position if it is available within three hundred sixty-five (365) calendar days without any loss of seniority. The employee shall make his decision to return to the former position within five (5) calendar days of being notified in writing that the position is available.

Article 14 ON-CALL PAY

1. Employees, other than animal control officers, who are required to be in "on-call" status during other than normal business work hours within a pay period shall be compensated at the rate of $70 per week.

2. Animal control officers will generally be in "on-call" status for one day at a time. On-call status will generally rotate through all animal control officers subject to on-call before an officer is on-call again. Each animal control officer who is subject to the rotating on-call

status will receive $30.00 additional pay every pay period as compensation for their rotating through on-call status.

Article 15 OVERTIME

1. All overtime will be assigned to the employee whose job description meets the work requirements of the overtime and who has seniority. Overtime will rotate by seniority through all employees whose job description meets the work requirements of the overtime. Each department's manager will keep sufficient records of overtime assignments to demonstrate that overtime assignments have been properly made in accordance with this article.

2. An employee may decline the overtime assignment if another employee who meets the requirements of the overtime work is readily available. Management will make the determination if a less senior employee is readily available to meet the overtime work requirement.

3. Management and the Union agree that the purpose of this article is to allow employees with seniority to have the option of working overtime before less senior employees.

Article 16 PROMOTIONS AND TRANSFERS

1. Qualified employees within the bargaining unit will be given first consideration for filling a vacancy within the bargaining unit, promotions within the bargaining unit, transfer or assignment within the bargaining unit.

2. Selection for promotion or transfer will be made on basis of education, experience, training, skills, job performance and other abilities, as well as test scores, where applicable. Where these are equal among candidates, seniority in the department will be the deciding factor.

3. When there is a vacancy within a department which could allow an employee assigned to that unit a promotional opportunity, a notice of such vacancy will be posted on the appropriate bulletin boards for a period of seven (7) calendar days. In cases where a promotional testing list exists, vacancies will not be posted but selection will be made from the list. All circulars will be made available to the Union President.

4. An employee who applies for a position and does not meet the stated criteria/qualifications will, upon written request, be given appropriate written reason(s) why the applicant was not qualified. The reasons shall be returned to the applicant within twenty (20) calendar days after the written request has been received. The written reason(s) is intended to be instructional for the applicant. The reason(s) shall not be grievable under this agreement's

Grievance procedure unless the reason(s) violate protections set forth in this agreement. The Union President or his/her designee may meet with the department director on recommended criteria for consideration when a position vacancy exists.

5. **Pay Adjustments:**

   A. If an employee applies for and is selected for a position within a higher grade than the employee's current assigned grade, the employee will receive the entry rate of pay of the higher grade.

   B. In the case of a demotion, the employee shall be placed in the pay grade for the position to which the employee is demoted at a rate of pay commensurate with the employee's education, years of service, and directly related work experience as compared to other represented employees in the new pay grade.

Article 17 NEW EMPLOYEES AND NEW JOB CLASSIFICATIONS

1. New employees hired into existing bargaining unit job classifications shall be considered part of the bargaining unit and shall be entitled to all benefits and obligations as other bargaining unit employees after completion of the probationary period.

2. When the County creates a new classification, it shall inform the Union within thirty (30) calendar days as to whether the new classification is to be placed in the bargaining unit or in a different group. If the County decides to place the new classification outside of the bargaining unit, the Union has the right, within fifteen (15) calendar days after receipt of notification, to appeal such decision with the Director of Human Resources or Designee. A meeting between the Director of Human Resources and a Union staff representative or Union Officer as determined by the Union shall take place within fifteen (15) calendar days after receipt of the appeal to attempt to resolve the matter. The County and the Union shall be permitted to have two additional representatives at the meeting.

3. If the County and the Union are not able to agree on the proper placement of a new job classification, either party may file a petition for a unit clarification hearing with the local Labor Relations Board.

Article 18 JOB DESCRIPTIONS AND CLASSIFICATION CHANGE

1. No changes will be made to existing job descriptions within the bargaining unit without fourteen (14) calendar days notification to the Union. At the written request of the Union, the parties will meet and discuss changes in an existing job description.

2. The Union may request annually a copy of job descriptions for bargaining unit positions. The County will provide a copy of the job description unless it has not changed from the previous year.

Article 19 UNIFORMED JOB CLASSIFICATIONS (EXCLUDING ANIMAL CONTROL AND CODES)

1. The County shall provide the following uniform articles to new employees in positions that are required to wear uniforms:

   A. Five shirts;

   B. Five pairs of pants;

   C. One jacket;
   D. One pair of work boots.

2. The County may require additional uniform articles, and if it does so, it will provide an appropriate number of such articles to the employee.

3. The County will replace uniform articles that become damaged or too worn. If there is a disagreement relating to the replacement of a uniform article, the department director's determination shall be final.

4. The County shall provide proper tools for employees to complete their work safely.

Article 20 UNIFORM AND EQUIPMENT FOR ANIMALCONTROL/CODES OFFICERS

1. The Dona Ana County shall provide the following uniform articles to each newly hired Animal Control and Codes Enforcement Officer:

   A. Four long sleeve shirts;

   B. Four short sleeve shirts;

C. Four pants;

D. One winter jacket;

E. One raincoat;

F. One pair of boots;

G. Bite Stick Holder;

H. Radio holder;

I. OC Spray Holder;

J. Mini mag and holder;

K. Cell phone;

L. Tough book/computer;

M. Utility belt Set with four keepers.

2. An officer may elect to purchase a different brand of boots. If an officer chooses to do so, the officer shall be allowed a credit of $50.00 for the boot purchase. The officer shall be responsible for any cost, including taxes, shipping, etc., that exceeds $50.00. The boots must be black and cannot be any type of tennis shoe. Management reserves the right to disapprove the wear of any boot that it determines to be inappropriate for wear at work. An officer may receive advance approval of the desired boot by providing a photograph of the boot to Doña Ana County for approval.

3. Doña Ana County shall replace any item in paragraph 1a through 1m when it has become damaged or too worn for wear at work. The officer must return the old uniform article to receive a new article at no cost. If there is a disagreement relating to the replacement of a uniform article, Doña Ana County's determination shall be final.

Article 21 HEALTH AIDS & PERSONAL ITEMS DAMAGED IN THE LINE OF DUTY

1. Health aids damaged in the scope of assigned work will be repaired or replaced by the County. Health aids include prescription eye glasses, hearing aids, insulin pumps, and other medically prescribed aids.

Article 22 INOCULATION AND IMMUNIZATION

1. An Employee who while on duty is exposed to a contagious disease and who requests inoculation and immunizations for such disease will receive the medically necessary inoculation and immunizations for himself and his family at the County's expense.

2. The County will take appropriate measures, as determined by County Risk Management, to protect employees from contagious diseases.

Article 23 MEETING SPACE

1. A Union staff member or union officer may request use of meeting rooms during normal department business hours on County facilities to conduct union business with employees in the bargaining unit. County employees attending union meetings during normal department business hours will be on authorized leave status or normal scheduled time off.

2. The County shall not interfere with the rights of employees and the Union to meet on matters related to the investigation or filing of a grievance.

3. The Union shall attempt to reserve meeting rooms by providing at least seven (7) calendar days notice. A request for use of meeting rooms by bargaining unit employees must be submitted to the department or office head or designee for approval. The department head or designee should respond to the person requesting the room no later than two (2) calendar days after the request is received.

Article 24 BULLETIN BOARDS

1. The County shall provide space for union bulletin boards in areas accessible and frequented by Bargaining Unit Employees. Bulletin Board must be similar in size and style as currently exists in the County facilities. The bulletin board used by the Union shall be secured with a lock and the Union shall designate no more than two officers as custodians of the keys to the bulletin board. The names of the two officers will be provided to the Department Director within five (5) calendar days of their designation or change in designation. Use of the bulletin board shall be limited to the posting of notices concerning union business such as information related to the recreational and social affairs of the Union or Chapter; Union or Chapter meetings, Union or Chapter elections; reports of enactments and judicial decisions affecting public employee labor relations; and notices or announcements pertaining to the activities of the Chapter, State or National Association.

2. The union bulletin boards shall not be used for political purposes or for statements/criticism

concerning management.

Article 25 SAVINGS CLAUSE

1. If any provision of this agreement is declared invalid by any tribunal of competent jurisdiction, the validity of the remaining portions of the agreement shall not be affected.

2. If such a declaration of invalidity occurs, the parties will meet within two weeks of the declaration, to negotiate a provision to replace the provision that has been declared invalid.

Article 26 INSURANCE

1. Health and dental insurance premiums shall be paid on the following basis:

For employees hired prior to July 1, 2015, health and dental insurance premium shall be paid on the following basis:

COVERAGE TYPE	PREMIUM SPLIT	
Employee – Single	County	100%
Employee Plus One	County	75%
	Employee	25%
Employee Plus Family	County	75%
	Employee	25%

For employees hired on or after July 1, 2015, health and dental insurance premiums shall be paid on the following basis:

COVERAGE TYPE	PREMIUM SPLIT		
Employee – Single	Salary < $30,000	County 80%	Employee 20%
	Salary = $30,000 0 $49,999	County 75%	Employee 25%
	Salary = $50,000+	County 70%	Employee 30%
Employee Plus One	Salary < $30,000	County 80%	Employee 20%
	Salary = $30,000 0 $49,999	County 75%	Employee 25%
	Salary = $50,000+	County 70%	Employee 30%
Employee Plus Family	Salary < $30,000	County 80%	Employee 20%

Salary = $30,000 0 $49,999	County 75%	Employee 25%
Salary = $50,000+	County 70%	Employee 30%

2. Life insurance benefit is $50,000.00 coverage for the employee, $10,000.00 for spouse/ domestic partner, and $5,000.00 for dependent children. Life insurance premiums shall be paid on the following basis:

COVERAGE TYPE	PREMIUM SPLIT	
Employee – Single	County	100%
Employee Plus One	County	75%
	Employee	25%
Employee Plus Family	County	75%
	Employee	25%

Article 27 HOLIDAYS

1. Paid Legal holidays are defined as follows:

New Years' Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	

Employer will provide a list of the actual dates for each holiday by the first pay period of each calendar year.

2. In addition to the holidays set forth above, employee shall receive on paid "Personal Day" per year.

Article 28 WAGE INCREASE AND RE-OPENER

1. Bargaining Unit employees' compensation shall be determined using the compensation plan (Attached as Appendix A) for the employee's classification with steps based upon their years of service in classification. Employees will be moved to their appropriate step

with their base pay being increased to the appropriate pay for that step over a two year period.

2. Salaries will be increased by one half of the amount necessary to bring the employee to the appropriate step on the first full pay period following ratification of this article by the Union and Board of County Commissioners.

3. Salaries will be increased by the additional amount necessary to bring an employee fully to the appropriate step on the first full pay period of the fiscal year beginning in July of 2016.

4. Advancement to all future steps will occur on the first full pay period of the fiscal year.

5. The Union and the County may re-open this agreement for two items each (not including wages) in March 2016.

Article 29 DURATION OF AGREEMEENT

1. This collective bargaining agreement shall become effective on the date it is ratified by the Doña Ana County Board of Commissioners.

2. This agreement is effective until March 15, 2017.

Article 30 RENEWAL OF AGREEMENT

1. This collective bargaining agreement shall terminate as specified in the article discussing duration of the agreement unless Management or the Union has notified the other in writing within one hundred twenty (120) calendar days prior to the agreement's termination date that the party desires to enter a successor agreement. If a party gives such notice, the agreement will continue to be in effect for one hundred eighty (180) calendar days from the date such notice is received by the other party or until the parties have entered a new agreement whichever occurs first. Negotiations shall commence within thirty (30) calendar days after a party submits its initial proposals or on a mutually agreed-upon time.

Article 31 ENTIRE AGREEMENT

1. This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless specifically stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

2. Management and the Union, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this agreement, except where it has specifically been agreed to do so in the agreement.

3. The parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

DATED this the 14th day of October 2015.

AFSCME Council 18
Council Representative

By: _____
Name:

Doña Ana County
County Manager

By: _____
Name: Julia T. Brown

By: _____
Name: Lynn J. Ellins
County Clerk

STATE OF NEW MEXICO
COUNTY CLERK
DONA ANA COUNTY

Appendix A

DOÑA ANA COUNTY
COMPENSATION STEP PLAN
Created July 2015

#	CLASSIFICATION TITLE	STEP	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	BC-CBA- Blue Collar	RANGE																									
1	Laborer	1	7.69	7.90	8.11	8.31	8.52	8.73	8.94	9.15	9.36	9.56	9.77	9.98	10.19	10.40	10.61	10.81	11.02	11.23	11.44	11.65	11.86	12.06	12.27	12.48	12.68
2	Vector Control Assistant	1	7.69	7.90	8.11	8.31	8.52	8.73	8.94	9.15	9.36	9.56	9.77	9.98	10.19	10.40	10.61	10.81	11.02	11.23	11.44	11.65	11.86	12.06	12.27	12.48	12.68
3	Building Attendant	2	8.05	8.27	8.49	8.70	8.92	9.14	9.36	9.58	9.79	10.01	10.23	10.45	10.67	10.88	11.10	11.32	11.54	11.75	11.97	12.19	12.41	12.63	12.84	13.06	13.28
4	Grounds Maintenance Worker	4	8.88	9.12	9.36	9.60	9.84	10.08	10.32	10.56	10.80	11.04	11.28	11.52	11.77	12.01	12.25	12.49	12.73	12.97	13.21	13.45	13.69	13.93	14.17	14.41	14.65
5	Equipment Service Specialist	5	9.32	9.57	9.82	10.08	10.33	10.58	10.83	11.08	11.34	11.59	11.84	12.09	12.34	12.60	12.85	13.10	13.35	13.61	13.86	14.11	14.36	14.61	14.87	15.12	15.37
6	Facilities Maintenance Worker	5	9.32	9.57	9.82	10.08	10.33	10.58	10.83	11.08	11.34	11.59	11.84	12.09	12.34	12.60	12.85	13.10	13.35	13.61	13.86	14.11	14.36	14.61	14.87	15.12	15.37
6	Utilities Maintenance Worker	5	9.32	9.57	9.82	10.08	10.33	10.58	10.83	11.08	11.34	11.59	11.84	12.09	12.34	12.60	12.85	13.10	13.35	13.61	13.86	14.11	14.36	14.61	14.87	15.12	15.37
7	Fairgrounds Ops & Maintenance Worker	6	9.79	10.06	10.32	10.59	10.85	11.12	11.38	11.65	11.91	12.18	12.44	12.71	12.97	13.24	13.50	13.77	14.03	14.30	14.56	14.83	15.09	15.36	15.62	15.89	16.15
9	Veterinary Assistant	6	9.79	10.06	10.32	10.59	10.85	11.12	11.38	11.65	11.91	12.18	12.44	12.71	12.97	13.24	13.50	13.77	14.03	14.30	14.56	14.83	15.09	15.36	15.62	15.89	16.15
10	Airport Ops & Maintenance Worker	7	10.27	10.55	10.83	11.10	11.38	11.66	11.94	12.22	12.50	12.77	13.05	13.33	13.61	13.89	14.17	14.44	14.72	15.00	15.28	15.56	15.84	16.11	16.39	16.67	16.95
11	Animal Control & Codes Officer	7	10.27	10.55	10.83	11.10	11.38	11.66	11.94	12.22	12.50	12.77	13.05	13.33	13.61	13.89	14.17	14.44	14.72	15.00	15.28	15.56	15.84	16.11	16.39	16.67	16.95
12	Equipment Operator	7	10.27	10.55	10.83	11.10	11.38	11.66	11.94	12.22	12.50	12.77	13.05	13.33	13.61	13.89	14.17	14.44	14.72	15.00	15.28	15.56	15.84	16.11	16.39	16.67	16.95
13	Vector Control Technician	7	10.27	10.55	10.83	11.10	11.38	11.66	11.94	12.22	12.50	12.77	13.05	13.33	13.61	13.89	14.17	14.44	14.72	15.00	15.28	15.56	15.84	16.11	16.39	16.67	16.95
14	Road Data Collector	9	11.33	11.64	11.94	12.25	12.56	12.86	13.17	13.48	13.78	14.09	14.40	14.70	15.01	15.32	15.62	15.93	16.24	16.54	16.85	17.16	17.46	17.77	18.08	18.38	18.69
15	Signing Technician	9	11.33	11.64	11.94	12.25	12.56	12.86	13.17	13.48	13.78	14.09	14.40	14.70	15.01	15.32	15.62	15.93	16.24	16.54	16.85	17.16	17.46	17.77	18.08	18.38	18.69
16	Water/Wastewater Operator I	9	11.33	11.64	11.94	12.25	12.56	12.86	13.17	13.48	13.78	14.09	14.40	14.70	15.01	15.32	15.62	15.93	16.24	16.54	16.85	17.16	17.46	17.77	18.08	18.38	18.69
17	Electrician	11	12.47	12.81	13.15	13.48	13.82	14.16	14.50	14.84	15.17	15.51	15.85	16.19	16.53	16.86	17.20	17.54	17.88	18.21	18.55	18.89	19.23	19.57	19.90	20.24	20.58
18	Heavy Equipment Operator	11	12.47	12.81	13.15	13.48	13.82	14.16	14.50	14.84	15.17	15.51	15.85	16.19	16.53	16.86	17.20	17.54	17.88	18.21	18.55	18.89	19.23	19.57	19.90	20.24	20.58
19	HVAC Technician	11	12.47	12.81	13.15	13.48	13.82	14.16	14.50	14.84	15.17	15.51	15.85	16.19	16.53	16.86	17.20	17.54	17.88	18.21	18.55	18.89	19.23	19.57	19.90	20.24	20.58
20	Mechanic	11	12.47	12.81	13.15	13.48	13.82	14.16	14.50	14.84	15.17	15.51	15.85	16.19	16.53	16.86	17.20	17.54	17.88	18.21	18.55	18.89	19.23	19.57	19.90	20.24	20.58
21	Water/Wastewater Operator II	12	13.09	13.44	13.80	14.15	14.51	14.86	15.22	15.57	15.93	16.28	16.64	16.99	17.34	17.70	18.05	18.41	18.76	19.12	19.47	19.83	20.18	20.54	20.89	21.25	21.60
22	Heavy Equipment Mechanic	13	13.75	14.12	14.49	14.87	15.24	15.61	15.98	16.35	16.73	17.10	17.47	17.84	18.21	18.59	18.96	19.33	19.70	20.08	20.45	20.82	21.19	21.56	21.94	22.31	22.68
23	Water/Wastewater Operator III	15	15.15	15.56	15.97	16.38	16.79	17.20	17.61	18.02	18.43	18.84	19.25	19.66	20.08	20.49	20.90	21.31	21.72	22.13	22.54	22.95	23.36	23.77	24.18	24.59	25.00
24	Water/Wastewater Operator IV	18	17.54	18.02	18.49	18.97	19.44	19.92	20.39	20.87	21.34	21.82	22.29	22.77	23.24	23.72	24.19	24.67	25.14	25.62	26.09	26.57	27.04	27.52	27.99	28.47	28.94