

**DOÑA ANA COUNTY  
RESOLUTION NO. 2018- 132**

**A RESOLUTION CREATING SIX NEW FIREFIGHTER AND TWO NEW  
LIEUTENANT POSITIONS IN THE FIRE AND EMERGENCY SERVICES  
DEPARTMENT TO ENABLE THE CREATION OF 24 HOUR SHIFTS**

WHEREAS, the Doña Ana County Board of County Commissioners exercises the powers of the county as a body politic and corporate (section 4-38-1, NMSA 1978)); and

WHEREAS, the Board of County Commissioners has been desirous of expanding and improving the services provided by the County Fire and Emergency Services Department to the citizens of Doña Ana County; and

WHEREAS, on November 6, 2018 the Board of County Commissioners adopted Ordinance No. 300-2018 which, among other things, consolidated various the Fire District within Doña Ana County; and

WHEREAS, the Board of County Commissioner desires to increase the availability of career Fire and Emergency Services staff to provide for round the clock availability to assist and supplement the volunteer staff of the Fire and Emergency Services Department.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of County Commissioners authorizes the creation of six new firefighter and two new lieutenant positions within the Fire and Emergency Services Department of Doña Ana County.

**RESOLVED** this 11<sup>th</sup> day of December 2018.



**BOARD OF COUNTY COMMISSIONERS OF  
DOÑA ANA COUNTY, NEW MEXICO**

*Benjamin L. Rawson*  
Benjamin L. Rawson, Chair, District 3  For/Against

*Isabella A. Solis*  
Isabella A. Solis, Vice Chair, District 4  For/Against



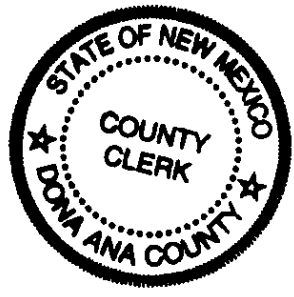
*Billy G. Garrett*  
 \_\_\_\_\_  
 Billy G. Garrett, District 1      For/Against

\_\_\_\_\_  
 Ramon S. Gonzalez, District 2      For/Against

*Kim Hakes*  
 \_\_\_\_\_  
 Kim Hakes, District 5      For/Against

ATTEST:

*Amanda Lopez-Askin*  
 \_\_\_\_\_  
 Amanda Lopez-Askin, Ph. D.  
 County Clerk



*Amendment*  
*to*  
*Collective Bargaining Agreement Between Doña Ana County*  
*And*  
*International Association of Fire Fighters (IAFF)*  
*Local 5037*

**WHEREAS**, the Board of County Commissioners of Doña Ana County has expressed a desire to change the operations of the Doña Ana County Fire Services to provide twenty-four hour schedules in at least two fire stations; and

**WHEREAS**, the Board of County Commissioners has approved a resolution creating additional positions within the Fire Services to allow a transition to twenty-four hour shifts; and

**WHEREAS**, the transition to twenty-four hour shifts necessitates changes to the collective bargaining agreement between Doña Ana County and the International Association of Firefighters (IAFF) Local 5037.

**THEREFORE**, Doña Ana County and the International Association of Firefighters (IAFF) Local 5037 hereby amend the collective bargaining agreement entered into on June 26, 2018 as set forth herein.

### **AMENDMENT**

The collective bargaining agreement entered into between Doña Ana County and the International Association of Firefighters (IAFF) Local 5037 into on June 26, 2018 is amended as set forth below. All other provisions not specifically amended remain in full force and effect.

#### **Article 4.1 HOLIDAYS**

1. Employees in the bargaining unit shall be entitled to the following holidays:  
New Year's Day, Martin Luther King, Jr .Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.
2. Employees working a forty (40) hour per week work schedule will be observe the holiday on the date designated each year by the Board of County Commissions unless the holiday designated by the Board is a partial day holiday. The BOCC will designate the number of hours for holiday on those partial days. In the event that the BOCC does not designate a holiday, the holiday shall be observed on the calendar day for which the holiday occurs.
3. An FLSA non-exempt employee who regularly works 8-hour shifts shall receive holiday pay of 8-hours if he/she works on the holiday and 8 hours of regular pay. Approval of an alternate work schedule does not adjust the number of hours granted for a holiday or personal day. If the employee does not work the holiday, the employee shall only receive eight (8) hours of holiday pay.
4. Employees working an average fifty-six (56) hours per week work schedule shall observe the holiday on the calendar date for which the holiday occurs.
5. Employees who work an average fifty-six (56) hour per week schedule will not be given time off from their regular schedule for holidays. If an employee's regular

shift falls on a holiday they shall receive holiday pay for the number of hours they actually work and regular pay for the hours actually worked. If an employee works less than their regularly scheduled hours, the employee will receive holiday pay for the number actual number of hours worked plus regular pay for the actual hours actually worked.

6. If a holiday falls on a day that the employee is not scheduled to work, the employee will receive eight (8) hours of holiday pay, at their regular rate of pay, for that day.
7. The determination of whether an employee is working on a holiday is based on the start of an employee's shift. If an employee's regular shift starts on a holiday, the employee will be considered as working on that holiday. If an employee's regular shift starts the day prior to a holiday but does not end until the next day that is a holiday, the employee is not considered to have worked on the holiday.
8. In order to receive holiday pay for a designated legal holiday, an employee must be at work or taking approved paid leave on the scheduled work day immediately preceding and following the holiday. An employee who is absent and not in an approved paid leave status on the scheduled work day before or after a holiday will not receive holiday pay for that holiday. Sick leave the day prior to or following a holiday will be considered approved if a note from a medical provider or other health care professional is submitted to substantiate the need for the absence.

#### **Article 4.1A SICK LEAVE BUY BACK**

1. Purpose: This program allows an employee to convert a portion of their sick leave balance to additional vacation leave or cash compensation while employed by Doña Ana County; to establish procedures related to and method of payment for unused sick leave balances for eligible employees while on active employment with the County and upon retirement and provides a wellness incentive to encourage employees to stay healthy and to be judicious with the use of sick leave hours.
2. Policy: The Sick Leave Buy-Back means that eligible employees may elect to convert unused sick leave hours to additional vacation or to receive payments at their current regular salary in exchange for unused sick leave credits.
  - a. There are no limits to the amount of sick leave that can be accrued during an employee's service with the County.
  - b. Employees working a forty (40) hour per week schedule who have accumulated Sick Leave in excess of four hundred eight (480) hours may, at their option sell back to the County any hours in excess of four hundred eight (480) hours; Employees working an average fifty-six (56) per week schedule who have accumulated Sick Leave in excess of six hundred seventy-two (672) hours may, at their option sell back to the County any hours in excess of six hundred seventy-two (672) hours in accordance with the following requirements:

i. Notification of intent to sell Sick Leave must be given to Human Resources between December 1 and December 15. Maximum Sick leave that may be sold back to the County in any given year will be one hundred twenty (120) hours for employees working a forty (40) hour per week schedules and one hundred sixty-eight hours for employees working an average fifty-six (56) hour week. .

ii. Rate of exchange for Sick Leave will be at a ratio of 3 hours of sick leave to 1 hour of vacation leave or payment and will be paid in accordance with the following schedule:

1. *Employees who elect to convert to Vacation Leave:* Sick leave converted to Vacation Leave will be posted to employee's balance at the beginning of the first full pay period in January of the following year. Maximum for carryover of vacation set forth in Article continue to apply.

2. *Employees who elect to receive payment for Sick Leave:* An extra payment will be made the first full pay period following December 16. Cash-outs are subject to state and federal taxes.

#### **Article 4.1B      LEAVE**

The provisions of the Human Resources Policies & Procedures Section 8-1 through 8-18, as adopted in Article 4 of this agreement, govern the accrual and use subject to the following changes unless otherwise specifically addressed in the Agreement adopted on June 26, 2018 or this Amendment.

##### **1.      *VACATION LEAVE***

Employees working a 40 hour per week schedule shall accrue Annual Leave in the following manner:

Years in Service County Service	Accrual Rate Per Pay Period	Maximum Hours Per Year
0<3	3.08	80
3<5	4.08	108
5<7	4.62	120
7<10	5.08	132
10 or more	6.15	160

Employees working an average 56 hour per week schedule shall accrue Annual Leave in the following manner:

<u>Years in Service</u> <u>County Service</u>	<u>Accrual Rate Per</u> <u>Pay Period</u>	<u>Maximum Hours</u> <u>Per Year</u>
0<3	4.32	109.20
3<5	5.81	151.19
5<7	6.47	168.22
7<10	7.1	184.8
10 or more	8.61	223.86

When an employee's work schedule changes from 56 hours per week to 40 hours per week schedule, or from 40 hours per week to 56 hours per week, all leave accrual balances shall be converted based on the new work schedule to reflect the same number of days off.

A 56 hour employee shall be permitted to carry over up to 336 hours of annual leave each year. A 40 hour employee shall be permitted to carry over up to 240 hours of annual leave each year. All unused accrued Annual Leave in excess of these hours shall be forfeited at the beginning of the first full payroll of each calendar year.

## **2. *SICK LEAVE***

Employees working an average 56 hour per week schedule shall accrue sick leave per pay period at a rate of five and six-tenths (5.6) hours per pay period.

Employees working a 40 hour per week schedule shall accrue sick leave per pay period at a rate of four (4) hours per pay period. When an employee's work schedule changes from 56 hours per week to 40 hours per week schedule, or from 40 hours per week to 56 hours per week, all leave accrual balances shall be converted based on the new work schedule to reflect the same number of days off.

## **3. *BEREAVEMENT LEAVE***

Employees working an average 56 hour per week schedule may take up to fifty-six (56) of paid bereavement leave. Employees working a 40 hour per week schedule may take up to forty (40) hours of bereavement leave.

## **Article 16.1 RESIDENTIAL SUPPORT**

1. The County shall provide clean and safe fire stations. The County shall supply adequate furniture to include office furniture. The County shall provide safe cooking appliances, cook ware, dishes and utensils. The County shall provide linen replacement as needed as well as washer and dryer facilities. The County shall provide access to television cable/satellite service in all new construction. The County shall provide separate men's and women's facilities, including dormitories, where applicable. The County shall provide pest control services,

building maintenance, and repair as needed. The County shall provide janitorial supplies, sanitary supplies to continue safe and efficient living in all occupied fire stations.

2. It is recognized that the fire stations may not currently contain adequate facilities as would be required for a twenty-four (24) hours schedule and therefore the county will be allowed a reasonable time to comply with the requirement of this Article.

#### **Article 17.1 SHIFT, HOURS OF WORK, PAY PERIOD**

1. Fire personnel shall work shifts of twenty-four (24) hours on duty. The shift schedule will be determined by the Fire Chief after consultation with the union. Overtime shall be paid for all hours worked over two hundred and twelve hours (212) hours per work period of twenty-eight (28) consecutive days, pursuant to the Fair Labor Standards Act section 207(k).

2. Vacation and personal time shall be paid at the normal rate of pay and shall not be counted as hours worked for overtime purposes. Vacation leave and personal time are not subject to reduction when additional hours are worked. These hours shall be paid in the same pay period in which they are taken.

3. The standard schedule for personnel assigned to Fire Prevention and Training shall be forty (40) hours per week. This schedule shall be from 8:00am to 5:00pm Monday through Friday.

4. Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department and if it does not require additional costs in overtime. Shift exchanges may be voluntarily undertaken by two (2) members upon approval of the Fire Chief, or designee, prior to such exchange of time and with forty-eight (48) hours in advance notice.

#### **Article 24 COMPENSATION**

Appendix A-2019 shall replace Appendix A attached to the Agreement adopted June 26, 2018. All other provisions of Article 24 remain in full force and effect.

#### **Article 25 DURATION OF AGREEMENT AND REOPENER**

1. This amendment shall become effective at such time as Doña Ana County has hires sufficient additional employees to implement the twenty-four hour shifts. Changes in compensation in accordance with Appendix A-2019 will take place when the twenty-hour shifts are implemented. Future pay increases based on the Appendix A-2019 step plan will become effective the first full pay period of the fiscal year.

2. This agreement is effective through June 30, 2022.



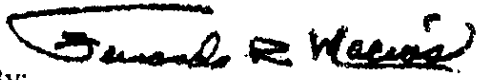
- 3. The Union or the County may re-open this agreement for two items each (not including wages) in March 2019, March 2020 and March 2021.

DATED this \_\_\_\_\_ day of December, 2018

IAFF, Local 5037

By: \_\_\_\_\_  
Travis Simpson, President

Doña Ana County

By:   
Fernando R. Macias, County Manger

Appendix A 2019

24 hours shift for Fire Fighters, Driver/Operators and Lieutenants (2912 hrs./year)  
8 hours shifts for Captains (2080 hrs./year)

Column	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
FF-B	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82	\$18.82
Current	\$79,931.20	\$90,719.14	\$11,787.94	\$31,706.61	\$33,647.83	\$34,699.46	\$35,751.09	\$36,802.72	\$37,854.35	\$38,905.98	\$39,957.61	\$41,009.24	\$42,060.87	\$43,112.50	\$44,164.13	\$45,215.76	\$46,267.39	\$47,319.02	\$48,370.65	\$49,422.28	\$50,473.91	\$51,525.54	\$52,577.17	\$53,628.80	\$54,680.43
New (2012)	\$12.97	\$13.76	\$14.55	\$15.34	\$16.13	\$16.92	\$17.71	\$18.50	\$19.29	\$20.08	\$20.87	\$21.66	\$22.45	\$23.24	\$24.03	\$24.82	\$25.61	\$26.40	\$27.19	\$27.98	\$28.77	\$29.56	\$30.35	\$31.14	\$31.93
FF-L	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69	\$17,765.69
Current	\$30,225.14	\$31,734.01	\$32,242.88	\$33,751.75	\$34,260.62	\$35,769.49	\$36,278.36	\$37,787.23	\$38,296.10	\$39,804.97	\$40,313.84	\$41,822.71	\$42,331.58	\$43,840.45	\$44,349.32	\$45,858.19	\$46,367.06	\$47,875.93	\$48,384.80	\$49,893.67	\$50,402.54	\$51,911.41	\$52,420.28	\$53,929.15	\$54,438.02
New (2012)	\$11.36	\$11.76	\$12.16	\$12.56	\$12.96	\$13.36	\$13.76	\$14.16	\$14.56	\$14.96	\$15.36	\$15.76	\$16.16	\$16.56	\$16.96	\$17.36	\$17.76	\$18.16	\$18.56	\$18.96	\$19.36	\$19.76	\$20.16	\$20.56	\$20.96
DO-B	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03	\$16.03
Current	\$33,341.71	\$34,341.71	\$35,341.71	\$36,341.71	\$37,341.71	\$38,341.71	\$39,341.71	\$40,341.71	\$41,341.71	\$42,341.71	\$43,341.71	\$44,341.71	\$45,341.71	\$46,341.71	\$47,341.71	\$48,341.71	\$49,341.71	\$50,341.71	\$51,341.71	\$52,341.71	\$53,341.71	\$54,341.71	\$55,341.71	\$56,341.71	\$57,341.71
New (2012)	\$14.03	\$14.43	\$14.83	\$15.23	\$15.63	\$16.03	\$16.43	\$16.83	\$17.23	\$17.63	\$18.03	\$18.43	\$18.83	\$19.23	\$19.63	\$20.03	\$20.43	\$20.83	\$21.23	\$21.63	\$22.03	\$22.43	\$22.83	\$23.23	\$23.63
DO-L	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03	\$17.03
Current	\$34,341.71	\$35,341.71	\$36,341.71	\$37,341.71	\$38,341.71	\$39,341.71	\$40,341.71	\$41,341.71	\$42,341.71	\$43,341.71	\$44,341.71	\$45,341.71	\$46,341.71	\$47,341.71	\$48,341.71	\$49,341.71	\$50,341.71	\$51,341.71	\$52,341.71	\$53,341.71	\$54,341.71	\$55,341.71	\$56,341.71	\$57,341.71	\$58,341.71
New (2012)	\$14.43	\$14.83	\$15.23	\$15.63	\$16.03	\$16.43	\$16.83	\$17.23	\$17.63	\$18.03	\$18.43	\$18.83	\$19.23	\$19.63	\$20.03	\$20.43	\$20.83	\$21.23	\$21.63	\$22.03	\$22.43	\$22.83	\$23.23	\$23.63	\$24.03
LT-B	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34	\$17.34
Current	\$36,059.04	\$37,109.04	\$38,159.04	\$39,209.04	\$40,259.04	\$41,309.04	\$42,359.04	\$43,409.04	\$44,459.04	\$45,509.04	\$46,559.04	\$47,609.04	\$48,659.04	\$49,709.04	\$50,759.04	\$51,809.04	\$52,859.04	\$53,909.04	\$54,959.04	\$56,009.04	\$57,059.04	\$58,109.04	\$59,159.04	\$60,209.04	\$61,259.04
New (2012)	\$15.17	\$15.42	\$15.67	\$15.92	\$16.17	\$16.42	\$16.67	\$16.92	\$17.17	\$17.42	\$17.67	\$17.92	\$18.17	\$18.42	\$18.67	\$18.92	\$19.17	\$19.42	\$19.67	\$19.92	\$20.17	\$20.42	\$20.67	\$20.92	\$21.17
LT-L	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86	\$17.86
Current	\$37,140.83	\$38,255.06	\$39,369.29	\$40,483.52	\$41,597.75	\$42,711.98	\$43,826.21	\$44,940.44	\$46,054.67	\$47,168.90	\$48,283.13	\$49,397.36	\$50,511.59	\$51,625.82	\$52,740.05	\$53,854.28	\$54,968.51	\$56,082.74	\$57,196.97	\$58,311.20	\$59,425.43	\$60,539.66	\$61,653.89	\$62,768.12	\$63,882.35
New (2012)	\$15.67	\$16.09	\$16.51	\$16.93	\$17.35	\$17.77	\$18.19	\$18.61	\$19.03	\$19.45	\$19.87	\$20.29	\$20.71	\$21.13	\$21.55	\$21.97	\$22.39	\$22.81	\$23.23	\$23.65	\$24.07	\$24.49	\$24.91	\$25.33	\$25.75
Cap-B	\$19.20	\$19.78	\$20.37	\$20.96	\$21.54	\$22.13	\$22.72	\$23.31	\$23.90	\$24.49	\$25.08	\$25.67	\$26.26	\$26.85	\$27.44	\$28.03	\$28.62	\$29.21	\$29.80	\$30.39	\$30.98	\$31.57	\$32.16	\$32.75	\$33.34
Current	\$39,936.00	\$41,134.08	\$42,332.16	\$43,530.24	\$44,728.32	\$45,926.40	\$47,124.48	\$48,322.56	\$49,520.64	\$50,718.72	\$51,916.80	\$53,114.88	\$54,312.96	\$55,511.04	\$56,709.12	\$57,907.20	\$59,105.28	\$60,303.36	\$61,501.44	\$62,700.52	\$63,898.60	\$65,096.68	\$66,294.76	\$67,492.84	\$68,690.92
Cap-L	\$19.78	\$20.37	\$20.96	\$21.54	\$22.13	\$22.72	\$23.31	\$23.90	\$24.49	\$25.08	\$25.67	\$26.26	\$26.85	\$27.44	\$28.03	\$28.62	\$29.21	\$29.80	\$30.39	\$30.98	\$31.57	\$32.16	\$32.75	\$33.34	\$33.93
Current	\$41,134.08	\$42,332.16	\$43,530.24	\$44,728.32	\$45,926.40	\$47,124.48	\$48,322.56	\$49,520.64	\$50,718.72	\$51,916.80	\$53,114.88	\$54,312.96	\$55,511.04	\$56,709.12	\$57,907.20	\$59,105.28	\$60,303.36	\$61,501.44	\$62,700.52	\$63,898.60	\$65,096.68	\$66,294.76	\$67,492.84	\$68,690.92	\$69,889.00
Cap-P	\$20.37	\$20.96	\$21.54	\$22.13	\$22.72	\$23.31	\$23.90	\$24.49	\$25.08	\$25.67	\$26.26	\$26.85	\$27.44	\$28.03	\$28.62	\$29.21	\$29.80	\$30.39	\$30.98	\$31.57	\$32.16	\$32.75	\$33.34	\$33.93	\$34.52
Current	\$42,332.16	\$43,530.24	\$44,728.32	\$45,926.40	\$47,124.48	\$48,322.56	\$49,520.64	\$50,718.72	\$51,916.80	\$53,114.88	\$54,312.96	\$55,511.04	\$56,709.12	\$57,907.20	\$59,105.28	\$60,303.36	\$61,501.44	\$62,700.52	\$63,898.60	\$65,096.68	\$66,294.76	\$67,492.84	\$68,690.92	\$69,889.00	\$71,087.08