

*FIRST AMENDED AGREEMENT BETWEEN
DOÑA ANA COUNTY, NEW MEXICO
AND*

*AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES;
NEW MEXICO COUNCIL 18,
BLUE COLLAR, LOCAL 2709 AFL-CIO*

Effective July 1, 2022 through June 30, 2025)

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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 NOVEMBER 12, 2019

1. It is the intent of the parties that the following sections from the Human Resources Policies and Procedures as Amended , November 12, 2019 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.
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Article 5 **EMPLOYEE INFORMATION**

- 1. If the County has the information in the employer's records, the County will provide, at the written request of the Union, the following information related to bargaining unit employees: (1) the employee's name and date of hire; (2) contract information,

including: (a) cellular, home and work telephone numbers; (b) a means of electronic communication including work and personal electronic mail addresses; and (c) home address or personal mailing address; and (3) employment information, including employee's job time, salary and work site location. The report may be submitted in electronic format.

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

Article 6 **LABOR MANAGEMENT COMMITTEE**

1. The parties shall establish a Labor Management Committee (hereinafter referred to as "LMC") which shall be a standing committee for the duration of this Agreement. The LMC shall meet at least quarterly at a mutually agreed upon time and place on paid status for all members of the committee. The Union and the Employer shall each appoint one co-chairperson and up to three additional members.
2. The LMC shall be free to address, without restriction, any topic of interest or concern which affects working conditions of bargaining unit employees. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed other than set forth above, neither the discussions, nor the outcome thereof shall be considered or treated as constituting a binding agreement between the parties unless reduced to writing, and signed and dated by the authorized representatives of the parties respectively (e.g. a Memorandum of Understanding).

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 AFSCME Council 18 between December 1st and December 10th of any year of this agreement directing the Union to cease such collection. The Union will notify the Human Resources Department within ten (10) calendar days of receipt of any such documents received. The termination of dues will take effect thirteen days after the notice to the Employer from the Union.
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. Coaching and counseling as defined in section 9-1 of the Human Resources Policies and Procedures which are incorporated herein by Article 4 is encouraged to provide regular communication and feedback to ensure a personal and professional development as well as a positive work experience. When Coaching and/or counseling is utilized by a supervisor, such coaching and/or counseling shall be documented by the supervisor and acknowledged by the employee.
2. Discipline shall only be for just cause.
3. The County reserves the right to investigate allegations of employee misconduct and/or unsatisfactory work performance.
4. An employee may be placed on administrative leave with pay, if appropriate, during an investigation of the employee.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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; gives a general explanation of the evidence the

County has and will include the specific rules, regulations, policies, and/or procedures that have allegedly been violated.

10. 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.
11. Except as otherwise provided by an arbitrator or a court of law, disciplinary actions shall be noted in the employee's official personnel file kept by the Human Resources Department.
12. All disciplinary action to include oral reprimands, written reprimands, demotions, suspensions, or terminations will be for just cause. The employee will be provided a copy of all findings (e.g., sustained, not sustained, etc.) following the conclusion of the investigation. Reprimands will not be considered in future disciplinary actions after 60 months unless there have been subsequent reprimands issued in that period of time.

A. Although all disciplinary actions kept in the employee's official personnel file shall remain in the employee's official personnel file, the use of certain disciplinary actions for the below listed purposes shall be limited as follows:

(1) Written reprimands shall not be used in connection with decisions regarding promotions or lateral movements after the expiration of twelve (12) months from the date of issuance, unless any additional discipline or corrective action has been imposed within the twelve (12) month period or unless the reprimand related to gross negligence or gross misconduct.

(2) Suspensions or demotions shall not be used in connection with decisions regarding promotions or lateral movements after the expiration of four years (4) years from the date of issuance, unless any additional discipline or corrective action has been imposed within the four years (4) year period or unless the discipline is related to gross negligence or unlawful harassment, discrimination or retaliation; workplace violence; theft; or gross misconduct.

B. Any disciplinary action below a written reprimand (i.e. coaching and counseling, documented verbals) kept in a supervisor's personnel file shall be removed from the supervisor's personnel file after the expiration of twelve (12) months from the date of issuance, provided the employee submits a written request to the supervisor for such removal, describing the specific disciplinary action(s) to be removed with reasonable particularity.

C. Any satisfactorily completed performance improvement plan kept in a supervisor's personnel file shall be removed after the expiration of twelve (12) months from the date of satisfactory completion, provided the employee submits a written request to the supervisor for such removal, describing the specific performance improvement plan(s) to be removed with reasonable particularity.

13. Disciplinary actions involving counseling and documented verbal reprimands may be appealed to the director for final determination. The employee may attach a rebuttal to any written disciplinary documentation in the employee's personnel file.

14. All other disciplinary actions may be appealed through the grievance procedure contained in this Agreement, including written reprimands, 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).

15. All disciplinary actions, including documented verbal's, 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 a Professional Standards Unit (PSU) 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 from issuance and refers to Monday through Friday, excluding holidays. When a PSU related investigation continues beyond twenty (20) business days from initiation, and when the PSU investigation is only administrative in nature (not a criminal investigation), then the Union shall be informed that the investigation is still continuing and that no disposition has been finalized at that point. The Union shall be further informed every successive thirty (30) calendar days thereafter via email. The time limits specified in this paragraph shall not apply to EEO, workplace violence or incidents or gross negligence or gross misconduct based investigations conducted by the County's Internal Affairs Investigator or assigned outside investigator.

16. Except where outside agencies are involved in the investigation, the County may impose discipline no later than eighty (80) work days after it acquires knowledge of the incident for which the disciplinary action is posed, unless facts and circumstances exist which require a longer period of time.

17. 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.

18. 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 predetermination 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, or fails to appear at the 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. If there is a request for a Pre-Determination Hearing to the Notice of Intent, the hearing shall take place within 10 work days of a request for a hearing, unless the employee and the employer agree in writing to an extension of time or a hearing officer who is not a county employee is retained to conduct the hearing. A representative of the employee's choosing may represent the employee.
- F. The purpose of the oral response is not to provide an evidentiary hearing but is an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions and a determination of whether there are reasonable grounds to believe the charges against the employee are true and support the proposed action.
- G. The employee shall be notified by the department head or designee, within five (5) work days, of the results of the pre-determination hearing.
- H. 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, email, or by personal delivery.
- I. The Notice of Determination may be appealed in accordance with the grievance articles. Only employees who elect to have the pre-determination hearing shall have an appeal right.
- J. The audio or video recording of the pre-determination hearing is required. The Union shall also have a right to record or request a copy of the hearing.

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 admonitions/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. Grievances related to disciplinary action shall proceed directly to the Second Step of the formal procedure. Service of grievance by email is acceptable.
- 4. A written grievance shall include a statement of the facts, the articles or policies alleged to have been violated, and the requested remedy.
- 5. Informal Grievance Procedure.
 - A. Any employee who has a non-disciplinary grievance shall first try to settle it through discussion with his/her immediate supervisor. This step should be taken without undue delay but no later than ten (10) work days after the grievant knew or reasonably should have known of the action that precipitated the grievance.
 - 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.
- 6. 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 and the Human Resources Department. 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 and the Human Resources Department. 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

7. 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.

8. Arbitration. The County or the Union may request arbitration of the final decision of the County Manager, except for letters of reprimand. 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. Upon notification that the Union desires to proceed to arbitration under this article, the parties shall within fifteen (15) work days request a list of five (5) arbitrators from the Federal Mediation & Conciliation Service. The Arbitrator will be selected from a list of five 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. Upon selection of an arbitrator, the request to set a date for arbitration shall be made to the arbitrator within fifteen (15) work days of selection.
- 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**

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.

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.
4. Hours of work of all Roads Department and Grounds Maintenance workers will be from 7:00 a.m. to 3:30 p.m. However, they will be given the option, by vote of all employees within their department to work a 6:00 a.m. to 2:30 p.m. shift between May 1 and September 30.

Article 12 **CREW/WORK ASSIGNMENTS**

1. Management will determine the makeup of each crew or work assignment by job description.
2. Employees, except for those specifically listed below, will bid for crew or work assignments every six (6) months in June and December of each year.
3. For employees who do shift work, they will also bid for their shifts based on department seniority every six (6) months in June and December of each year,
4. Employees in the Roads Department will bid for crew or work assignments in December of each year.
5. Animal Control and Codes Officers will bid for crew or work assignments every six (6) month in June and December of each year or when a vacant position is filled.
6. Crew/work assignments within each crew or work assignment will be determined by seniority in Classification.
7. 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.
8. All ties in seniority will be broken by flip of a coin.

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 HEALTH AND SAFETY

1. Safety is an integral part of the responsibilities of every manager, supervisor, and employee. Safety management exists to assist managers, supervisors and employees in performance of their duties.
2. The Employee shall comply with such rules, regulations and practices as may be prescribed to provide safe, sanitary and healthful working conditions.
3. The County shall:
 - A. Provide and develop safe and healthy working conditions and practices;
 - B. Provide clean work sites and grounds as required by OSHA standards 1910 and 1926 and all other applicable federal, state and local laws and regulations, and departmental safety rules and regulations;

- C. Provide an area for Employee meal and break periods as required by OSHA standards 1910 and 1926; and
- D. Maintain in safe working condition of County-owned motor vehicles, tools, and equipment.
- E. Provide employees with adequate information on communicable diseases and infestations and hazards to which they may have routine exposure.
- F. Provide appropriate heating, AC and ventilation in County facilities where bargaining unit employees work.

4. Health and Safety Committees. To facilitate the development and active maintenance of safety management programs, a Health and Safety Committee (hereinafter referred to as "HSC") is established. The Employer and the Union shall appoint a reasonable and equal number, not to exceed four from both management and union selected employees. The HSC shall meet as needed, based on the tasks needing to be accomplished, and employee members shall attend on paid status. Either party may request to meet. The HSC shall:

- A. Recommend safety and health standards specific to each area of operations;
- B. Be briefed, upon request, by Employer representatives undertaking workplace redesign and seek remedies for work areas with inadequate heating, ventilation, cooling, air quality, and workspace.

Section 4. Critical Incident Stress Debriefing. The Employer shall provide employees appropriate and adequate Critical Incident Stress Debriefing [hereinafter referred to as "CISD"]. CISD is to be used for critical job-related incidents including, but not limited to, mass casualty, riots, work peer suicide, serious work injury, and/or work related death of co-worker. Such CISD shall include, when appropriate, initial debriefing, individual and group therapy and/or counseling, and/or follow-up. All debriefings and other CISD sessions shall be strictly confidential. Where Workers' Compensation benefits are available for an employee injury, this Section, if otherwise applicable, may be used to provide reasonable supplemental treatment not provided by Workers' Compensation.

Article 15 ON-CALL PAY AND CALL BACK

- 1. Employees 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 \$2.00 per hour.
- 2. Non-exempt employees who are in "on call" status who receive and respond to a call shall be considered to have been called back when they attend to a call whether they leave their residence or not.
- 4. Authorized call-back shall be compensated at one and one half (1 ½) times their normal hourly rate from the time the employee responds to a call until the employee has completed

the call, or has returned home or to the location where the employee was when the call was received. A non-exempt employee who is on call back shall be guaranteed a minimum of two (2) hours pay for each authorized call back regardless if the actual time worked was under two (2) hours and regardless of whether the employee actually leaves his or her residence or location when the call back was received.

Article 16 **OVERTIME**

1. All overtime will be assigned to the employee whose job description meets the work requirements of the overtime. If overtime is required, the supervisor/manager shall first offer overtime to the employees under his/her supervision who are qualified to perform the necessary tasks.
2. If more than one qualified employee volunteers to work overtime, the supervisor shall assign overtime based on department seniority within the work group that he/she supervises.
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.
4. The employee will receive overtime pay instead of compensatory time unless mutually agreed to by the employee and management after taking into consideration staffing levels and budget.

Article 17 **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 fourteen (14) 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's hourly rate will be based on the new job classification. The employee will be placed in the step within the new job classification which is greater than the employee's current hourly rate before promotion.
- 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 18 FILLING OF VACANCIES

Vacancies will be filled in accordance with Chapter 3 of the Human Resources Policies and Procedures incorporated into this agreement in Article 4 and any other County Manager Directives related to the hiring process.

Article 19 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 20 **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 21 **UNIFORMED JOB CLASSIFICATIONS (EXCLUDING ANIMAL CONTROL AND CODES)**

1. The County must provide within the first 90 days following the start of the fiscal year, annually to employees in positions that are required to wear uniforms (excluding Animal Control and Codes) the following uniform items:
 - A. Five shirts;
 - B. Five pairs of pants with the understanding that if the employee selects jeans that they will be responsible to pay any necessary taxes on the items;
 - C. One pair of work boots for all Blue Collar employees other than Fleet, Roads and Laborers;
 - D. Two pairs of work boots for Fleet, Roads, and Laborers;
 - E. All Blue Collar employees other than Mechanics will receive a jacket or vest (at the employee's discretion) on even years and a pair of coveralls on odd years.
 - F. Mechanics will receive three pairs of coveralls and one jacket or vest (at the employee's discretion) annually.
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 must provide proper tools for employees to complete their work safely.
5. The County must provide all necessary PPE required under OSHA and State law.
6. ASE certified mechanics will be provided with ASE insignia on all shirts, jackets and coveralls in line with their certifications.
7. Upon separation from the county, employees shall return any and all uniform items in the employee's possession which have the Doña Ana County name or logo on the uniform item.

Article 22 **UNIFORM AND EQUIPMENT FOR ANIMAL CONTROL/CODES OFFICERS**

1. The County shall provide the following uniform articles to each hired Animal Control and Codes Enforcement Officer:
 - A. Six (6) long sleeve shirts and Six (6) short sleeve shirts or a total of twelve (12) shirts of their choosing;
 - B. Six (6) pants;
 - C. One winter jacket;
 - D. One raincoat;
 - E. One pair of boots;
 - F. Bite Stick Holder;
 - G. Radio holder;
 - H. OC Spray Holder;
 - I. Mini mag and holder;
 - J. Cell phone;
 - K. Tough book/computer;
 - L. 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 \$100.00 for the boot purchase. The officer shall be responsible for any cost, including taxes, shipping, etc., that exceeds \$100.00. 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 the County for approval.
3. The 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 23 **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.
2. The County will provide employees all the equipment and tools necessary for doing their job. Employees are not expected to, nor should they, use personal equipment or tools to perform their job.

Article 24 **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 themselves and their 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.
3. Animal Control employees shall be provided the choice to receive a preventative rabies vaccine. If the employee begins the vaccination cycle and fails to complete, the employee shall reimburse the county for the cost incurred in connection with the vaccine.

Article 25 **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 26 **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 27 **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 28 **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:

<u>COVERAGE TYPE</u>	<u>PREMIUM SPLIT</u>	
Employee – Single	County	100%
Employee Plus One	County	80%
	Employee	20%
Employee Plus Family	County	80%
	Employee	20%

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

<u>COVERAGE TYPE</u>	<u>PREMIUM SPLIT</u>	
Employee – Single	County 80%	Employee 20%
Employee Plus One	County 80%	Employee 20%
Employee Plus Family	County 80%	Employee 20%

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:

<u>COVERAGE TYPE</u>	<u>PREMIUM SPLIT</u>	
Employee – Single	County	100%
Employee Plus One	County	80%
	Employee	20%
Employee Plus Family	County	80%
	Employee	20%

Article 29 HOLIDAYS

1. Paid Legal holidays are defined as follows:

New Years' Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Junetheenth
Labor Day

Columbus /Indigenous Peoples Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

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 30 **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. Upon being hired, a new employee's work and education history will be evaluated, using the criterion set forth in Section III of the Human Resources Policies and Procedures adopted by this contract, and the employee will be placed within the appropriate step in the Compensation Plan as determined by the Human Resources Director, in consultation with the appropriate department head/supervisor. Credit for work experience and education applies only to the rate of pay and not to other seniority.
2. An employee who voluntarily terminates employment on good terms (not as a result of any disciplinary action or in lieu of disciplinary action or with disciplinary action pending), and returns to employment within one year of separation from the County, will return at the pay step at which they left. An employee who returns to employment after one year will be given credit for prior years of service as set forth in paragraph 1 above.
3. Pay increases, including movement to the next step in the compensation plan, will become effective the beginning of the first full pay period after ratification by the union and the Board of County Commissioners. Advancement to all future steps will occur on the first full pay period of the fiscal year.
4. The Union or the County may re-open this Agreement for two issues not to include wages in March 2023 and for wages and two additional issues in March 2024.

Article 31 **DURATION OF AGREEMENT**

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 June 30, 2025.

Article 32 **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 33 **ENTIRE AGREEMENT**

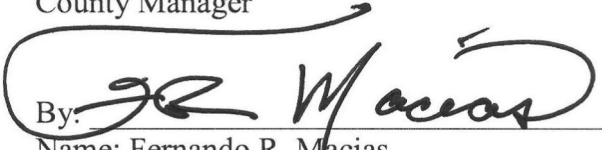
1. This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless specifically stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.
2. Management and the 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 24 day of June 2022

AFSCME Council 18
Council Representative

By: 
Name: _____

Doña Ana County
County Manager

By: 
Name: Fernando R. Macias