

BARGAINING UNIT CONTRACT 2018-2020

Approved
Grant County Board of County Commissioners

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AGREEMENT
BY AND BETWEEN
GRANT COUNTY
AND
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 18
GRANT COUNTY PUBLIC EMPLOYEES, LOCAL 2516
(Blue Collar/Clerical Bargaining Unit)

THIS AGREEMENT, made and entered into this ____ 18th day of October 2018, by and between **Grant County** hereinafter known as the “**County**,” and **AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 18, GRANT COUNTY PUBLIC EMPLOYEES**, hereinafter known as the “**Union**.”

WHEREAS, the County endorses the practices and procedure of collective negotiations in good faith, as a fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to functions and obligations of the County to retain the right to operate the County Government effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein the entire agreement covering rates of pay, wages, terms and conditions of employment, hours of employment and efficiency and productivity of employees in the County and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operations of the County,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually consent and agree as follows:

ARTICLE I- PREAMBLE

1.1 OBJECTIVE:

Both parties mutually agree that their objective is for the good and welfare of the County and Union members alike.

Both parties further agree that in the interest of collective bargaining and harmonious relations they will, at all times, abide by the terms and conditions as hereinafter set forth and agreed upon.

The County and Union regard all personnel as public employees who are to be governed by high honors and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

1.2 SCOPE OF AGREEMENT:

During the term of this contract, the Union and management agree to meet, confer, and resolve clarification disputes concerning the terms and conditions agreed upon during negotiations.

1.3 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, political affiliation, or mental, physical, or sensory handicap unless it is a bona fide occupational qualification. The Union and the Employer shall share equally the responsibility for applying this provision of the Agreement.

ARTICLE II-RECOGNITION

2.1 The employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, regular employees in the bargaining unit.

2.2 It is further agreed that the following employees are specifically excluded from the bargaining unit, are not covered by this Agreement, and shall not be entitled to union representation: supervisors, confidential employees, at-will employees, probationary employees, part-time employees, term employees, grant funded employees, contract employees, seasonal employees, and temporary employees, including, but not limited to the following:

- Elected Officials and their Chief Deputies
- County Manager and Manager's Staff
- Public Works Director
- Assistant Public Works Director
- Public Works Secretary
- Road Department Superintendent
- Road Department Assistant Supervisor/Foreman
- Road Department Executive Secretary
- Road Department Fleet Maintenance Manager
- Sheriff's Executive Secretary

- Sheriff's Department Undersheriff
- Sheriff's Department Lieutenants
- Detention Center Administrator
- Detention Center Assistant Administrator
- Detention Center Lieutenants
- Detention Center Administrative Secretary
- Narcotic Agent assigned to Border Operations Task Force
- Human Resources Director
- Grant County Planner and Planner's Staff
- DWI Coordinator, and DWI Program Staff
- Seniors Services Director, and Seniors Program Staff
- Corre Caminos Director, Assistant Director, and Corre Caminos Staff
- General Services Director/Fire Management Officer/Airport Manager

ARTICLE III-DEFINITIONS

- 3.1 **FULL-TIME EMPLOYEE**- An employee who is regularly scheduled to work 40 hours per week.
- 3.2 **PART-TIME EMPLOYEE**- An employee who is regularly scheduled to work at least 20 hours per week but less than 35 hours per week.
- 3.3 **PROBATIONARY EMPLOYEE**- With the exception of uncertified sheriff's deputies (see section 19.4) and detention center officers, all employees must serve a six-month probationary period commencing upon an employee's date of hire and/or date of transfer to a different department. Detention center officers shall serve a one-year probationary period commencing upon the date of hire and/or date of transfer to the respective department. During an employee's probationary period, the employee is specifically excluded from the bargaining unit, is not covered by this Agreement, and shall not be entitled to union representation. The probationary period may be extended up to six (6) months if it is determined necessary by the Department Head.
- 3.4 **REGULAR EMPLOYEE**- An employee who has successfully completed his/her probationary period.
- 3.5 The term "Employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended that it will apply to the feminine gender as well.
- 3.6 **Computation of Time**: The term "Day" as used in this Agreement shall be defined as a calendar day. The day of the act or event from which the designated period of time begins to run shall not be included when computing time. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a County holiday, in which event the period runs until the end of the next day which is not one of the aforementioned days.

Service or notice shall be considered timely if attempted on or before the last day of the designated period of time, but is unsuccessful due to the conduct or absence of the recipient.

3.7 The term “Temporary Employee” as used in this Agreement, shall be defined as an employee hired for a single specified period of time not to exceed one year. A temporary employee who is retained beyond one year will be entitled to all benefits upon successful completion of his/her probationary period.

3.8 Elected Official and/or Department Head: Where the terms “Elected Official” and/or “Department Head” are referenced in this Agreement, such references shall also mean the designee(s) of the Elected Official and/or Department Head.

3.9 The term “Appendix” refers to an annotated subsection of an Article(s) of this Agreement which is applicable to a specified department, division within a department and/or specified job classification within the Bargaining Unit.

ARTICLE IV-MANAGEMENT RIGHTS

4.1 Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision making prerogative, functions, and authority connected with or in any way incidental to the responsibility to manage the affairs of the Employer or any part of the Employer. The rights of the employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the Employer retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but it closed for the term hereof.

4.2 Without limitation, but by way of illustration, the exclusive prerogatives, functions, and right of the Employer shall include the following provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provision of this Agreement.

- A. To direct and supervise all operations, functions, and policies of the Employer in which the employees in the bargaining unit are employed.
- B. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto.
- C. To establish, revise, and implement standards for hiring, classification, and promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods, and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by written work rule, existing or future.

- D. To implement new, and to revise or discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- E. To assign and distribute work.
- F. To assign shifts, workdays, hours of work, and work locations.
- G. To determine the need for and the qualifications of new employees, transfers, and promotions.
- H. To discipline, suspend, demote or discharge an employee for just cause.
- I. To determine the needs for additional education courses, training programs, on the-job training and cross training, and to assign employees to such duties for periods to be determined by the Employer.
- J. To take any and all actions as may be necessary to carry out the mission of the County in situations of civil emergencies as may be declared by the Board of Grant County Commissioners provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provision of this Agreement.
- K. The employer shall have absolute discretion to determine whether or not an employee of Grant County who holds a position that is not within the bargaining unit is eligible to apply for in-house vacancies or newly created positions.
- L. To determine the starting compensation for any newly created position, and for any position that has been permanently vacated, except for deputy positions within the bargaining unit that are permanently vacated within the Sheriff's Office.

4.3 The Board of Grant County Commissioners has the sole authority to determine the purpose and mission of the County and the amount of budget to be adopted hereto.

4.4 The exercise of any management prerogative, function, or any right or subject that is not specifically and expressly set forth in this Agreement, is not subject to the grievance procedure, to arbitration, or as set forth above, to bargaining during the term of this Agreement.

ARTICLE V- MANAGEMENT RESPONSIBILITIES

5.1 Reserved.

5.2 An Interview Board will be established for each vacant position within the Bargaining Unit. The Interview Board will consist of three (3) members from the respective Department, unless the parties agree there is good reason to fill a board position from another department. The interview Board will have representation of Management, rank and file employees and at least one (1) Union member. The employee chosen to fill the rank and file board position will be determined by agreement of Management and the Union President or his/her designee.

The Interview Board's top three (3) selections for hire will be final and binding as long as the person(s) selected meets all minimum requirements and a background check.

- 5.3 The Employer will establish, revise and implement standards of quality of work, safety materials, uniform appearance, equipment, methods and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by written work rule or policy, existing or future. These rules will be written and posted.
- 5.4 To the extent that a new Agreement contradicts the terms of any current Standard Operating Procedures ("SOPs") or any personnel policy, such policies will be updated within three (3) months of the effective date of the new Agreement, and a copy provided to each employee, with signature acknowledgement. This provision in no way prevents management from updating and revising personnel policies and SOPs at any time, as management deems necessary.
- 5.5 No rule, regulation or Department policy shall be in conflict with the Agreement.
- 5.6 The Employer will be responsible for keeping the employees informed of Department policy and work rules.
- 5.7 In the event that a new personnel policy is created or revised, the Employer shall distribute such policy to all current employees and require a signature acknowledgment.

ARTICLE VI-UNION DUES

- 6.1 **OPEN SHOP-** Membership or non-membership in the Union shall be the free, independent choice of each member of the bargaining unit. Union membership shall be defined as the tender of regular specified dues as required by the Union as a condition of acquiring and retaining membership.
- 6.2 The duty of the Employer to honor membership dues deduction authorizations shall continue until the Employee instructs the Employer and the Union in writing to end such deduction, as long as such Employee instruction to end membership is made before or on the last day of the 26th pay period of any year that this agreement is in effect. The Employer agrees to notify each new employee upon employment that the Union is recognized by the Employer as the exclusive representative for employees in the bargaining unit.
- 6.3 Upon receipt of a written, signed authorization the Employer will deduct, in this manner provided by law, Union dues and assessments from wages of employees working under this Agreement. The amount so deducted shall be mailed to the Union each month.
- 6.4 The County agrees to deduct AFSCME PEOPLE payroll deduction from the pay of Union members upon receipt of a voluntary written authorization from the employee. Voluntary PEOPLE check off may be canceled at any time. The procedures applicable to dues deductions shall apply to PEOPLE deduction.

ARTICLE VII-UNION ACTIVITIES

- 7.1 No Union member or officer shall conduct any Union business on Employer time or Employer premises unless authorized by the Employer.
- 7.2 The Union agrees to notify the Employer, in writing, of the duly accredited representative of the Union, immediately upon his/her election or appointment.
- 7.3 The Employer agrees to permit elected union officials or stewards to have access to the Employer's premises for the purpose of adjusting grievable matters prior to the filing of a formal grievance, provided that such representative obtains advance permission from the Elected Official/Department Head notifying them of the reason for his/her presence and does not interfere with the Employer's operations.
- 7.4 The Local Union may be granted up to a total of ten (10) days off, with pay, for its officer or their designees to attend training workshops offered by the Union. The officers or their designees allowed to attend such seminars will bear their own expenses.
- 7.5 Unless otherwise agreed in writing by the parties, neither party is obligated to negotiate any term of the Agreement at any time other than at the times prescribed herein. A request to open negotiations must be made by either party no later than February 5th of the year in which the Agreement terminates. The parties shall within fourteen (14) days of a request to open negotiations, set the ground rules and choose dates for negotiations. Negotiations shall commence no later than May 1st of the year in which the Agreement terminates.
- 7.6 The employer shall allow the Union President or his/her designee time off from their regular duties for the purpose of negotiating a successor agreement. The employer shall also allow two (2) members of the bargaining unit time off from their duties without pay (or as agreed to by the "Ground Rules") for the purpose of negotiating a successor agreement.
- 7.7 The Employer agrees to allow space on its bulletin boards for Union notices and communications. The items posted shall not be political or partisan in nature. All materials shall be signed by an officer of the Union.

ARTICLE VIII-STRIKES AND WORK ACTIONS

- 8.1 The Union and the members of the bargaining unit, as individuals or as group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or any other labor organization when called upon to cross such picket line in the line of duty. However, non-law enforcement employees shall not be required to cross any picket lines where the employee reasonably fears bodily injury except under emergency circumstances. The Union recognizes and agrees that disciplinary action, including discharge, may be taken by the Employer at its discretion, against employees engaged in violation of this Article. Such disciplinary action may be undertaken at the option of the Employer and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the Employer.

- 8.2 In the event of a strike, work stoppage, slowdown, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Union will attempt to secure an orderly return to work within two (2) hours of such notification. This obligation and the obligations set forth in paragraph 8.1 above shall not be affected or limited by the subject matter involved in the dispute, and is not subject to the grievance and arbitration provisions of this Agreement with the exceptions of a non-law enforcement employee who is required to cross a picket line.
- 8.3 It is understood that employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, or other interruption of work.

ARTICLE IX-WORK HOURS

- 9.1 An Employee's work week shall be defined as Sunday, 12:01 a.m. through Saturday, 12:00 midnight, (Sunday at 0001 hours through Saturday at 2400 hours). The work schedule will consist of eight (8) hours per day, five (5) consecutive days, followed by two (2) consecutive days off; or ten (10) hours per day, four (4) consecutive days, followed by three (3) consecutive days off as determined by the individual Department Head/Elected Official.
- 9.2 For the Grant County Sheriff's Office and the Grant County Detention Center, the Department Head and/or Elected Official may implement a schedule that consists of twelve (12) hour shifts.
- 9.3 Employees engaged in continuous operation are defined as being any employee or group of employee engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours each day, seven (7) days each week.
- 9.4 The work schedule for employees engaged in continuous operations shall be the same as in paragraph 9.1 or 9.2. A rest period of at least sixteen (16) hours between shifts shall be scheduled for each employee working an eight (8) hour day. Employees working ten (10) hour shifts shall be scheduled a rest period of at least fourteen (14) hours between shifts. Employees working twelve (12) hour shifts shall have a rest period of at least twelve (12) hours between shifts. Scheduling of the rest periods is subject to change due to emergency situations and regularly-scheduled shift changes. Employees working overtime create a waiver of this section through their voluntary actions.
- 9.5 An employee required to report for duty at a different work station more than 25 miles from the normal duty station, the work shift will begin the moment the employee leaves home.
- 9.6 Regular full-time employees will be provided the opportunity to work a forty (40) hour work week. When temporary conditions are such that normal duties cannot be performed, as a result of weather or lack of equipment, alternative duties to benefit the Employer shall be assigned to affected employees. Should there be no alternative duties available to the employee, the employer shall:
 - A. Excuse the employee from work; and
 - B. Compensate the employee the balance of the scheduled work shift.

ARTICLE X OVERTIME

10.1 Employees will be paid at the rate of time and one half (1 ½) for:

- A. All hours worked in excess of forty (40) hours per week, except for employees working a schedule that consists of twelve (12) hour shifts.
- B. For employees working a schedule that consists of eight (8) hour shifts, all hours in excess of eight (8) hours per day.
- C. For employees working a schedule that consists of ten (10) hour shifts, all hours in excess of ten (10) hours per day.
- D. For employees working a schedule that consists of twelve (12) hour shifts, all hours worked in excess of twelve (12) hours per day and/or eighty-four (84) hours in a two-week period.

10.2 For the purpose of computing overtime, paid vacation, holidays accrued, holidays off, and personal holiday will be considered time worked. When an employee is scheduled for any of the above time off he/she will not be called in during his/her time off, except for court or for mandatory training. An employee may work overtime while on the above stated time off as long as the overtime worked is prior to or after his/her regular scheduled time off. For example, if an employee's time off is scheduled from 6:00 a.m. to 2:00 p.m., then the employee can work overtime from 2:00 p.m. to 10:00 p.m. or 10:00 p.m. to 6:00 a.m.

10.3 The Employer will post a voluntary overtime list by classification and department seniority order within each work unit, with the exception of the Sheriff's Office. Each employee will be allowed to sign up for overtime. Employees who have signed up for voluntary overtime will be assigned overtime based first on classification seniority and then department seniority order, on a rotating basis. If the above procedure has been followed and no employee on the list is available for overtime work, overtime will be assigned in reverse order of classification and department seniority and the employee will be required to work the assignment. If the senior person within the classification and department seniority ranking refuses the overtime, he/she will not be eligible for overtime until the rotation has been completed. This provision shall not apply to overtime which cannot be reasonably anticipated in advance or for training assignments or for special assignments where specialized training or expertise is required.

10.4 An employee suspended for cause will not be allowed to work overtime within the pay period during which the suspension is imposed.

ARTICLE XI-COMPENSATORY TIME

11.1 An Employee may elect to receive comp time (at the over time rate) in lieu of cash payment for overtime, however, comp time in lieu of cash payment may not be awarded unless it is approved by the Elected Official/Department Head.

- 11.2 No Employee shall be awarded more than eighty (80) hours of compensatory time in lieu of cash payment for overtime during any calendar year nor shall any employee be allowed to accumulate more than eighty (80) hours of comp time. Any overtime hours worked in excess of these limits shall be paid as over time.
- 11.3 All comp time must be used within ninety (90) days of the date it is earned. If comp time is not taken within ninety (90) days of the date it is earned, the Elected Official/Department Head shall direct the payroll clerk to pay that comp time as over time pay on the next regular pay check. An employee shall be permitted to take comp time off within a reasonable period after making the request if the time off requested does not unduly disrupt the operation of the department.
- 11.4 An employee shall be required to use all accumulated comp time before taking annual leave.

ARTICLE XII-CONSECUTIVE SHIFTS

- 12.1 No Employee shall be required to work more than eight (8) hours over his/her regular eight (8) hour shift, except in emergencies.

ARTICLE XIII-LUNCH PERIOD

- 13.1 The Employer will give the employee an unpaid lunch break of one half (1/2) hour or one (1) hour, to be determined by the individual Department Head/Elected Official. Except as outlined below:

Employees on a continuous work schedule will receive a half (1/2) an hour paid lunch period subject to call out and availability of relief.

- 13.2 A meal period of twenty (20) minutes with pay will be allowed to all employees required to work more than two (2) hours beyond their regular shift with one lunch provided by the employer, which shall include the option of appropriate on-site foods such as frozen items.

ARTICLE XIV-REST PERIODS

- 14.1 Employees will receive one (1) fifteen-minute rest period during each one-half (1/2) shift, subject to call out in an emergency and availability of relief. The Elected Official/Department Head in charge of each department shall make all reasonable efforts to schedule employees in a manner that insures that relief is available. Employees who choose not to take breaks will forfeit these rest periods.

ARTICLE XV-SHIFT PREFERENCE

- 15.1 Shift preference will be given by department seniority (excluding sergeants) within the given work unit, if a vacancy exists and the shift preference requested does not violate any other county policies. All shift assignments are subject to approval by the Department Head/Elected Official.

ARTICLE XVI-CHANGE IN WORK HOURS

- 16.1 Department Work Schedules, showing the employees shifts, workdays and hours, shall not be changed, unless the employees receive notice in writing, seven (7) days prior to the commencement for the new work schedule. In the event of a departmental emergency, including but not limited to staff shortages as determined by the Department Head/Elected Official, the Department Head/Elected Official may, without notice, change the employees work schedule.
- 16.2 Sheriff's deputies, excluding corporals and sergeants, will have the option of bidding, by seniority in their work unit, for days off which become available when vacancies occur. However, sergeants and corporals may be denied requested days off based on division seniority if the requested days off would result in not having a sergeant or a corporal on duty at all times.

ARTICLE XVII-CALL IN GUARANTEE

- 17.1 An employee called back to work, in addition to his/her normal work schedule, will be guaranteed for each such call-in a minimum of two (2) hours pay and shall be compensated for all such time at a rate equal to one and one-half (1 1/2) times his/her regular pay. Time worked will be computed thirty (30) minutes prior to clock in for travel time. The call-in guarantee does not apply to regularly scheduled court for Sheriff's Office employees.

ARTICLE XVIII-STANDBY STATUS

- 18.1 An Employee assigned to standby status who is not called in will receive four (4) hours of straight time pay for each twenty-four (24) hour period or portion thereof. Such period shall start at the time the employee begins his/her standby status.

An employee who is called in while on standby status will not receive standby pay *in addition to* being paid for actual hours worked. Standby time shall not be considered time worked for the purpose of computing overtime payment. Employees who are called in will receive overtime pay for any overtime hours actually worked.

For instance, if employee Jane is on standby status and is not called in, she will receive four (4) hours of standby pay at a straight hourly rate.

If employee Jane is on standby status and is called in for three hours, she will receive one (1) hour of standby pay at a straight hourly rate and will receive three (3) hours of pay for actual time worked, and will receive an overtime rate of pay for actual time worked if she is working overtime when called in.

- Employees who are required to carry pagers, radios, or cell phones are not considered to be on standby.

- 18.2 It shall be the responsibility of the employee placed on standby status to keep his/her supervisor informed as to where he can be reached. Employees on standby status will be given reasonable amount of prior notice.
- 18.3 The Employer will post a voluntary standby list by classification and department/division seniority order within each work unit. Each employee will be allowed to sign up for standby assignments during the first week in January and July. Employees who have signed up for voluntary standby will be assigned standby in department/division seniority order on a rotating basis. If the above procedure has been followed and no employee on the list is available for standby work, standby will be assigned in reverse order of department/division seniority and the employee will be required to be on standby.

ARTICLE XIX-PROMOTIONAL EMPLOYMENT

- 19.1 When an employee is promoted within his or her current department to a position within the bargaining unit, the employee will serve a sixty (60) day promotional period. Based upon the evaluations of the immediate trainer, the supervisor will determine if the employee's performance is satisfactory or not. If the employee's performance is not satisfactory, the employee will be transferred back to his/her prior position without break in classification seniority. The promotional period does not apply when an employee transfers to another department.
- 19.2 When an employee who holds a position within the bargaining unit is promoted to a position that is not within the bargaining unit, the promoted employee is no longer within the bargaining unit and is no longer entitled to rights under this Agreement, including union representation.
- 19.3 With the exception of the internal promotional process set forth in section 19.5, eligibility for promotional opportunities within the bargaining unit will include a minimum of three (3) years continuous employment within that Department immediately preceding the date of the vacancy being circularized. In the event the Human Resource Specialist determines that no applicants meet the three (3) year minimum qualification, the three (3) year minimum qualification will be waived.
- 19.4 Deputies, by State Law, must obtain New Mexico Police Officer certification within 364 days of hire. Deputies hired without certification shall serve a one-year probationary period at a minimum, six (6) months of which must be served after certification has been obtained. Deputies who are hired with New Mexico Police Officer certification shall serve a six (6) month probationary period commencing upon the date of hire and/or transfer to the respective department.
- 19.5 Promotional Process for Road Department Employees. For the following Road Department classifications, an internal promotional process shall apply: Blade Operator, Equipment Operator, Truck Driver, and Laborer.

The internal promotional process for the Road Department shall be as follows:

- When the Blade Operator position becomes permanently vacant, the position will be filled by the employee currently holding the Equipment Operator position, if that employee meets the minimum qualifications for the Blade Operator position.
- When an Equipment Operator position becomes permanently vacant, the position will be filled by the employee currently holding the senior* Truck Driver position, if that employee meets the minimum qualifications for the Equipment Operator position.
- When a Truck Driver position becomes permanently vacant, the position will be filled by the employee currently holding the senior* Laborer position, if that employee meets the minimum qualifications for the Truck Driver position.

When an opportunity for training exists and does not interfere with completing normal Road Department work, the county will train employees holding the senior Laborer, senior Truck Driver and senior Equipment Operator positions, for the promotional positions described above. When an opportunity for training exists and does not interfere with completing normal Road Department work, the county will train the senior Laborer to obtain a CDL, and will pay the senior Laborer his or her normal hourly wage while taking the CDL test, as well as allow the senior Laborer to use county equipment for the CDL test, if the equipment is available. The county will pay for the CDL test on a one time basis. Any subsequent CDL tests must be paid for by the employee. Whether a training opportunity exists and will not interfere with the completion of Road Department work will be determined at the sole discretion of the department head on a case-by-case basis.

The internal promotional process and training described in this section is limited to those certain Road Department positions that are expressly described in this section: Blade Operator, Equipment Operator, Truck Driver, and Laborer. This section does not apply to temporary upgrades or temporary positions/assignments in the Road Department.

Road Department employees who have been disciplined (excluding oral counseling, oral warning, and written reprimands) within the six (6) months prior to a vacancy shall lose eligibility for the internal promotional process. Road Department employees who have been demoted (voluntarily or involuntarily) from any position shall not be eligible for the internal promotional process for one year after the demotion.

When an employee holding the senior position within a classification declines to accept a position under the internal promotional process or is ineligible for the internal promotional process (due circumstances such as discipline or the promotion would violate county policy), the opportunity shall go to the employee holding the next senior position within the classification.

Vacancies for Blade Operator, Equipment Operator, and Truck Driver will not be posted as required under Section 38.1 of this Contract, unless there are no qualified candidates within the classification where the vacancy exists.

*The term “senior” indicates the employee holding the senior position within a classification. Departmental seniority has no bearing on the internal promotional process.

ARTICLE XX-LEAVE BENEFITS

- 20.1 Eligible employees may take leave for the following reasons: vacation, sickness, injury, funeral, approved county business, jury duty, voting, and annual military service.
- 20.2 Employees shall apply for leave of absence on the appropriate Personnel Leave Form. If approved, leave shall be recommended by Department Heads/Elected Officials.

ARTICLE XXI-VACATION LEAVE

- 21.1 Employees will accrue vacation at the rate of five (5) hours per pay period for each two (2) weeks of service, based on twenty-six (26) pay periods per calendar year.
- 21.2 An unexcused absence will forfeit the vacation benefit for that period.
- 21.3 Reserved.
- 21.4 An employee may carry over any or all vacation time, from one year to another, up to two hundred forty (240) hours. Any hours accrued above two-hundred forty (240) hours will be paid to the employee if circumstances prevented the employee from taking his/her vacation as requested by the employee.
- 21.5 The employer shall pay an employee the full cash equivalent of accumulated and accrued unused vacation time, up to 240 hours, upon an employee’s separation from service with the Employer.
- 21.6 Vacation leave requests must be submitted in compliance with departmental policy. Vacation leave requests will be granted with consideration in the following order: 1) department seniority, and then 2) by earlier dated leave request.
- 21.7 When a legal holiday occurs during an employee’s vacation, that day will be charged as a holiday and not vacation.

ARTICLE XXII-SICK LEAVE DAYS

- 22.1 Employees will accrue sick leave at the rate of four (4) hours per pay period for each completed two (2) weeks of service, based on twenty-six (26) pay periods per calendar year.
- 22.2 An unexcused absence will forfeit the sick leave benefit for that pay period.
- 22.3 The amount of sick leave that an employee may accrue will be unlimited. Sick leave may be granted, at the discretion of the Department Head/Elected Official, for an employee illness, injury, legal quarantine, and to care for a family member ill or injured, or when Silver or Cobre Consolidated School Districts close schools due to inclement weather.

22.4 Reserved.

22.5 The Employer may require a doctor's statement to support an employee's use or request to use sick leave.

22.6 Employee with extended illnesses shall first use accumulated compensatory time and then may use accumulated vacation when sick leave has been exhausted.

22.7 Employees who have accrued over two-hundred forty (240) hours sick leave may convert up to forty (40) hours sick leave each year, to forty (40) hours vacation time each year on a one-to-one basis.

22.8 Patterns of abuse of sick leave will be documented and will be subject to discipline. A pattern of abuse may be defined as the repeated use of sick leave on a particular day before and/or after scheduled days off, weekends or holidays.

22.9 Sick Leave Donation

An employee may donate accumulated sick leave to another employee(s) who has qualified for and is taking leave pursuant to the Family Medical Leave Act (FMLA) under the following conditions:

- All employees may donate up to eight (8) hours of accumulated sick leave per year per employee.
- An employee who has accrued one-hundred-and-fifty (150) hours of sick leave may donate up to twenty (20) hours of sick leave per year; and
- An employee who has accrued two-hundred-and-forty (240) hours of sick leave may donate up to forty (40) hours of accumulated sick leave per year.

Donated sick leave will be banked and used in the order of receipt. For instance, if employee Bob donated 10 hours on February 11, 2011, and employee Jane donated 10 hours on February 12, 2011, Bob's donated leave would be used before Jane's donated leave. Any donated leave that is unused will not revert back to the donating employee's accumulated leave.

Employees may not donate accrued vacation leave. Employees may not donate sick leave to another employee who is not taking leave pursuant to the FMLA. Whether an employee qualifies for FMLA leave is an employer determination that is not subject to a grievance under this Agreement.

Donated sick leave may not be utilized by an employee until he/she has utilized all of his/her accumulated vacation leave, sick leave, and compensatory time. Once he/she has utilized the twelve (12) weeks of FMLA leave, donated leave may be used for an additional eight (8) weeks of paid leave, at the discretion of the County Manager.

The County shall transfer the donated sick leave to sick leave account of the employee, by converting the dollar value of the donor's leave based upon the donor's hourly rate of pay, to the hours of leave based upon the recipient's hourly rate of pay.

Employees may donate leave to more than one employee, however, employees may not donate to the same employee more than once during any given twelve (12) month period.

It is the responsibility of the employee requesting donation of sick leave to notify the Union President and to contact the Human Resource Specialist to obtain and complete the proper forms. Upon obtaining the form(s), the employee will then ask members of his/her department to assist with donation of sick leave. The employee may request that the Human Resource Specialist assist in requesting sick leave donations.

ARTICLE XXIII-FUNERAL LEAVE

- 23.1 In the event of death in the immediate family, an employee may be allowed up to three (3) initial days funeral leave with pay. In the event of death of other family members, employee will be allowed one (1) initial day of funeral leave with pay. In the event the family member resided more than five-hundred (500) miles from Silver City, an employee may take two additional days off with pay for travelling if the initial leave does not provide enough time for necessary travel. Verification of attendance will be required.
- 23.2 “Immediate Family” shall include the following only: spouse or domestic partner, children, parents, grandparents, grandchildren, sisters, brothers, foster children, step children, and parents-in-law. “Other family member” shall include the following only: brothers-in-law, sisters-in-law, nieces, nephews, aunts, aunts-in-law, uncles, uncles-in-law, or other relative living in the household of the employee.

For purposes of this subsection “domestic partner” means two persons who are in an exclusive and committed relationship for the benefit of each other, where the relationship is the same as, or similar to, a marriage relationship in the State of New Mexico; who share and have shared together for twelve (12) or more consecutive months a common, primary residence; who are jointly responsible for each other’s common welfare and share financial obligations; who are not married to someone else and are not a member of another domestic partnership; who are both eighteen (18) years of age; and who are not related by blood to a degree of closeness that would prevent us from being married to each other in the State of New Mexico.

- 23.3 Funeral leave without pay up to one week may be allowed to an employee to attend the funeral of someone not included in the immediate family or other family as defined above.
- 23.4 An employee may use accrued annual leave or compensatory time as described in 22.3

ARTICLE XXIV-PARENTING/FAMILY LEAVE

- 24.1 The employer will comply with the Family and Medical Leave Act, by granting eligible employees up to twelve (12) weeks of FMLA leave, provided that an eligible employee has been employed by the County for at least twelve (12) months and has worked for at least 1,250 hours during that twelve (12) month period.

- 24.2 Eligible employees shall be granted twelve (12) weeks of family and medical leave in accordance with the Family and Medical Leave Act. Family and medical leave shall be unpaid; however, an employee may utilize vacation, sick leave or donated sick leave while on family and medical leave.
- 24.3 The County may require that a family and medical leave request based upon the employee's or a family member's illness be supported by the certification of a health care provider.
- 24.4 After the employee's annual unpaid family and medical leave has been exhausted, the employee may submit a request for an additional extended personal leave of absence pursuant to Article 32.1 to the County Manager.

ARTICLE XXV-ADMINISTRATIVE LEAVE

- 25.1 Leave with pay may be authorized, with the approval of the County Manager, for an employee to attend official meetings as it pertains to the employee's work and where the good of the County is involved, or to conduct County business at a location other than the employee's normal work station.
- 25.2 When an employee is injured on the job and is unable to complete his/her work shift, the employee will be compensated for the balance of the shift.
- 25.3 The employer has absolute discretion in determining whether an employee should be placed on administrative leave. An employee shall continue to receive pay while on administrative leave during an investigation.

ARTICLE XXVI-JURY LEAVE

- 26.1 Employees will be granted leave with pay when called to serve as juror by a court of competent jurisdiction. The employee will pay to the County any jury fees received.

ARTICLE XXVII-VOTING LEAVE

- 27.1 Employees who are registered electors will be granted two (2) hours with pay between the opening and closing of polls to vote on election days. Department Heads must grant this time off for voting if requested by employees registered to vote.
- 27.2 Voting time off with pay will not be granted to any employee whose normal work day begins more than two hours after opening of the polls, or ends more than two (2) hours prior to the closing of the polls. Time taken off for voting can be used for no other purpose.

ARTICLE XXVIII-MILITARY LEAVE

- 28.1 Military Leave with pay will be authorized for those employees who are members of the National Guard or Air National Guard of New Mexico, or any reserve unit of the Armed Forces of the United States, including the Public Health Service, for a period not to exceed 15 days in each federal fiscal year for the purpose of training. This leave is in addition to other authorized leave when employees are ordered to active duty.

28.2 All employees called to active duty in emergencies declared by the Governor or the President for short periods of time shall be granted military leave with pay not to exceed 15 days. A copy of orders must be attached to all requests for military leave.

ARTICLE XXIX-HOLIDAYS

29.1 Legal Holidays are as follows:*

New Year's Day
Martin Luther King Jr.
Spring Holiday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving (in lieu of Lincoln's Birthday)
Christmas Eve (in lieu of Washington's Birthday)
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 year.

One (1) Personal Holiday per year.

29.2 Employees who are given the holiday off will be paid at their regular rate of pay for normal work shift. Employees who are required to work on a holiday will be paid at the rate of time and half for the actual hours worked. Holidays which occur during an employee's vacation or sick leave will be charged to holiday time and not to vacation, sick leave or comp time.

29.3 If a holiday falls on an employee's day off, the employee will have the option to receive an "accrued holiday" at the regular rate of pay for a normal work shift, which must be used in a year from the date of the holiday, or the employee will receive the last work day prior to the day off, or the day following the day off as his/her holiday whichever is closer, provided it does not create manpower shortages. Any accrued holidays that are not taken within the time frame specified in this section, will be forfeited.

29.4 An unexcused absence before or after the holiday will forfeit the holiday benefit.

ARTICLE XXX-EDUCATIONAL LEAVE

30.1 Employees may be granted leave without pay to attend approved courses at high school, vocational or college level or other educational instruction.

30.2 Employees required by the Employer to attend school will be paid their normal wages for all hours in attendance as time worked. Tuition costs for required courses will be paid by the Employer.

30.3 Any courses made available, recommended or scheduled by the employer will be compensated at the usual pay rate.

30.4 Employees will be informed of training opportunities of which the department head is aware. Each department shall post all training scheduled for their respective department. Employees may request, in writing to the supervisor, the opportunity to attend training if the job requires such training.

ARTICLE XXXI-ACADEMIC INCENTIVE PROGRAM

31.1 If an employee has attained 35 hours from an accredited college, university or recognized technical institution and has a degree plan to complete his/her education and is registered and completes at least three (3) credit hours per semester, he shall receive compensation in addition to their base rate of pay for up to eighty (80) hours of completed class work at the rate of .50 per month per credit hour completed.

31.2 Unless a degree is required to fill the position, any employee who possesses or receives a degree from an accredited college, university or recognized technical institution shall receive compensation in addition to their base rate of pay effective the first full pay period in July following submission of transcripts/diploma as follows:

- A. Associate's Degree shall be compensated at \$360.00 per year;
or
- B. Bachelor's Degree shall be compensated at \$600.00 per year;
or
- C. Master's Degree shall be compensated at \$750.00 per year;
or
- D. Ph.D. shall be compensated at \$900.00 per year;
- E. The above (a,b,c,d) shall not be combined.

ARTICLE XXXII-EXTENDED LEAVE OF ABSENCE

32.1 An employee may be granted an extended leave of absence in addition to any leave that may have been granted pursuant to Article 24 for sickness or disability, when certified by a qualified doctor, or to run for public office, or for good and sufficient reason, at the discretion of the County Manager. Employees will not accrue benefits during extended leave, unless the employee is utilizing accrued leave (such as vacation or sick leave) during the extended absence.

Employees wishing to continue health insurance coverage during extended leave shall so advise the Human Resource Specialist prior to the start of the extended leave, and shall arrange full payment of the insurance premium during the extended leave period. Upon return from an extended leave, the employee shall retain all seniority rights, rank and pay. An approved extended leave shall not exceed six months.

ARTICLE XXXIII-LAYOFF AND RECALL

33.1 Employees will be given a month's written notice of layoff and recall action and specifying the reason except for in the case of budget emergency, employees shall receive two (2) weeks notice of layoff.

33.2 Employees will be laid off in reverse order of seniority with-in the department within the job title classification, except that uncertified Sheriff's deputies shall be laid off before certified deputies.

33.3 Bargaining unit employees will retain department seniority in any position or classification previously held, and provided the employee is capable of performing the work. Bargaining unit employees who are laid off or whose positions are otherwise eliminated shall have the option to displace less senior employees in the same or lower classification, within the Department. Displaced employees shall then be subject to layoff pursuant to this Article.

33.4 Employee laid off due to a reduction in force will be called back to work in their department seniority order according to the following procedure.

- A. The employer will advise the employee to be recalled by certified to registered United States mail. A copy of such recall notice will be furnished to the Union.
- B. An employee upon receiving notice of recall, within seven (7) working days must acknowledge receipt advising the County Manager of the date he will be available for service, which date must not be later than fourteen (14) calendar days from the date the employee receives the recall notice, unless there are extenuating circumstances. Failure to report the receipt of the recall will be considered an automatic resignation.
- C. Laid-off employees have the responsibility of keeping the Employer informed as to correct mailing addresses. Employees will fill out a "laid-off employee application form" at the time of layoff. Laid-off employees will be kept on an active list for recall for thirty-six (36) months.
- D. Vacant budgeted positions in the bargaining unit will be offered to employees on recall status who are qualified for the position, before the position is made available to the public. In the event that the laid-off employee refuses the position, the Employer's recall responsibility ceases with such action.

33.5 Regular employees will not be laid-off until after all temporary, seasonal, and probationary employees have been terminated. No new employees will be hired into laid-off bargaining unit positions within the department until all eligible laid-off employees in the department have been given the opportunity to return to work to the positions they held at the time of layoff.

33.6 Laid-off bargaining unit employees will not be required to serve another probation period upon returning from a layoff, but will be required to pass the county's standard drug screenings and physical prior to returning to work.

ARTICLE XXXIV-RETIREMENT

34.1 Employees may convert 100% of their accrued sick leave to early retirement leave provided it is taken immediately prior to retirement or the employer will pay an employee one half (1/2) the cash equivalent of up to 1,000 hours of accumulated sick leave upon retirement from employment.

34.2 Upon the death of an employee, all earned wages, accrued vacation, comp time and all the cash value of accrued sick leave, will be paid with reasonable promptness to the beneficiary of record of the survivors benefit.

34.3 The County will meet all requirements established by NMRHCA.

ARTICLE XXXV-SENIORITY

35.1 GENERAL

Seniority is defined as the length of continuous full-time service with the County of Grant, as employees within this bargaining unit in county, classification, department. Continuous service shall not be considered interrupted if the employee has been on an approved leave of absence.

35.2 COUNTY SENIORITY

County seniority is the length of continuous service with Grant County. County Seniority is broken when an employee leaves county employment. In the event the County rehires the employee, the employee's hire date shall be adjusted to the new hire date, and their county seniority shall reflect the adjustment accordingly. This provision does not apply to employees who have been laid off. Laid off employees will retain County seniority pursuant to Article 33.3.

35.3 CLASSIFICATION SENIORITY

Classification seniority is the entry date the bargaining unit employee began working in his/her current job classification. With the exception of the sixty (60)~~ninety~~ (90) promotional period (see section 19.1~~35.8~~), classification seniority is broken by promotion, reassignment, voluntary demotion or transfer to a different job classification.

35.4 DEPARTMENT SENIORITY

Department seniority is the length of continuous service an employee has in their current department. Department seniority is broken by reassignment to another department or voluntary demotion.

35.5 Reserved.

35.6 IDENTICAL HIRE DATES

For determining job rights or department seniority where two or more employees have the same hire dates, the tie shall be broken by the time stamped on job application.

35.7 SENIORITY LIST

Within fifteen (15) days after the signing of the Agreement, the department shall prepare and maintain a department seniority list for employees in the bargaining unit. This list shall have the employee's name, classification hire date, and department seniority date.

A master department seniority roster will be developed for each department. This list will be posted in a secure area and updated as changes occur. Copies of the department seniority roster will be provided to the Union.

35.8 PROMOTIONAL SENIORITY

When an employee is promoted to a position which is not within the bargaining unit, that employee shall have ninety (90) days during which he/she may decide to forgo the promotion and return to his/her former position within the bargaining unit at his/her former rate of pay, and without loss of seniority, or other accumulated benefits.

ARTICLE XXXVI-DISCIPLINARY ACTION

36.1 Just Cause: An employee who has completed the probationary period shall not be disciplined or discharged without just cause. Probationary employees are not within the bargaining unit, thus the discipline and/or discharge of probationary employees is not covered by this Agreement, and probationary employees are not entitled to union representation on such matters.

36.2 Progressive Discipline: The principles of progressive discipline will be followed when appropriate, and the disciplinary action taken shall be appropriate to the offense. Disciplinary action will be consistent, equal, and fair with all employees.

36.3 The progressive steps will be followed, unless deemed inappropriate as determined by the employer:

First Offense- Oral Warning
Second Offense- Written Reprimand
Third Offense- Suspension
Fourth Offense- Discharge

36.4 Disciplinary notices: Disciplinary actions that result in a written reprimand or notice of suspension will be removed from an employee's personnel file under the following conditions:

A written reprimand shall be removed twelve (12) months from date of issue; A notice of suspension shall be removed two (2) years from date of issue; provided however, that if any additional disciplinary action is taken against the same employee during a retention period (i.e. while a notice of disciplinary action remains in the employee's personnel file), all notices of disciplinary action shall remain in the employee's personnel file until all retention periods have expired.

36.5 Right of Privacy: Disciplinary action shall be accomplished in a manner which affords the employee protection from embarrassment before other employees or the public. If a supervisor has a need to talk to an employee regarding his/her conduct or to criticize the handling of his/her work, it must take place in private. Affording an employee protection from embarrassment, however, does not preclude a supervisor, department head, and/or elected official from having another person present while counseling or disciplining the employee, nor does it preclude recording the same if the employee is informed of the recording.

36.6 Notice of Charges:

- A. When the employer intends to take disciplinary or punitive action against an employee (excluding oral warnings and written reprimands) the employer shall notify the employee in writing of the charges against the employee.
- B. The notice of charges shall include, with specificity, the following:
 1. The facts upon which the employer relies in support of the charges against the employee, including all reports and statements;
 2. The proposed disciplinary action; and
 3. Date and time of the pre-disciplinary hearing.
- C. The employer must provide the notice of charges within ten (10) days of the employee's alleged violation or its discovery, unless the employee receives written notice that an internal investigation will be conducted.
- D. If an internal investigation is conducted, the employer must provide the notice of charges within five days of the completion of the investigation.
- E. Time limits may be extended by mutual agreement, in writing, and will not be unjustifiably denied.

36.7 Internal Investigations:

- A. If the employer determines that more than ten (10) days is necessary to conduct an internal investigation, the employee will be provided, within ten (10) days of the employee's alleged violation or its discovery, a written notice of internal investigation.
- B. A notice of internal investigation shall include the following:
 1. That an internal investigation will be conducted;
 2. Brief description of the basis for the internal investigation; and
 3. Whether or not the employee will be placed on administrative leave.

The notice of internal investigation does not have to include any specific policy violations, nor does it have to be supplemented if new misconduct is discovered during the course of the investigation. The employee will be notified of any newly discovered misconduct in the notice of charges.

- C. An internal investigation will not exceed thirty (30) days. The thirty days will begin when the employee receives the notice of investigation. Time limits may be extended by mutual agreement, in writing, and will not be unjustifiably denied.

36.8 Pre-Disciplinary Hearing:

- A. When the employer has served a notice of charges to an employee that the employer intends to take disciplinary or punitive action against the employee (excluding oral warnings and written reprimands), the employer shall provide the employee with an opportunity to respond to the charges at an informal pre-disciplinary hearing with the Elected Official/Department Head, which may be recorded. The Elected Official/Department Head may have a supervisor present during the pre-disciplinary hearing.
- B. The employee against whom disciplinary action is being considered shall be granted at least seven (7) days from the receipt of notice of charges, to prepare for the pre-disciplinary hearing. Additional time may be granted and will not be unjustifiably denied.
- C. If after the pre-disciplinary hearing, the employer intends to proceed with disciplinary action against the employee, the employer shall provide notice of imposition of discipline to the employee within five (5) days following the pre-disciplinary hearing.

36.9 Suspension: Employees suspended shall not suffer any loss of pay or benefits until after completing the grievance procedure. If the finding, through the grievance procedure, is in favor of the employer, the employee will serve the suspension, effective immediately, on the day following the final ruling of the grievance.

36.10 Representational Rights: An employee who is called to an investigatory meeting or a pre-disciplinary hearing, which may result in discipline being imposed upon the employee, shall be informed of the intent of the meeting. If the employee requests union representation for the investigatory meeting or pre-disciplinary hearing, the employee shall be entitled to union representation.

36.11 Service of Notices: Any requirement under this Article for service or written notice to an employee will be met if such service or notice is provided to the employee, even when the employee has union representation. It will be the responsibility of the employee to contact the union for representation and to provide the union with any documentation necessary for representation. However, if the employee provides a signed written request for notices and documentation to be provided directly to a specified union representative instead of the employee, the employer will honor the request. The employer, however, shall under no circumstances have an obligation to provide additional copies of notices and/or other documentation to the union or the employee.

ARTICLE XXXVII-GRIEVANCE PROCEDURE

37.1 Definitions:

- A. **Grievance-** Grievance-A grievance is defined as an appeal of disciplinary action or a dispute involving the interpretation, application, or alleged violation of any provision of the Agreement.
- B. **Grievant-** A grievant is an employee, or group of employees or the Union acting on behalf of the employee(s).

37.2 The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

37.3 The AFSCME Union Grievance Form, attached hereto as Appendix A, shall be used by the Union for all three steps in the grievance process. Grievance forms shall be submitted in hard copy and shall contain the following information:

- The grievant shall clearly specify the alleged violation of the contract, both by article number alleged to be violated and by providing a brief, yet complete account of who, when, where, and how the article(s) is alleged to have been violated;
- The Union President or his/her designee will be the contact for all grievances, and the primary representative's phone number shall be provided;
- All grievance forms shall be signed and dated by the grievant; and
- Grievances may be dismissed for failure to submit in accordance with this section.

37.4 Grievances will be processed during normal working hours.

37.5 A Union Officer or steward will be allowed reasonable time off, with pay, to handle grievances.

37.6 Employees requested, by either party, to appear before any grievance hearing will be notified by the employer to appear, and will do so on a paid status.

37.7 An employee may have Union representation at any time or step in the grievance procedure.

37.8 Grievances shall be processed in accordance with the following procedures, within the stated time limits:

Step 1: The grievant shall present the grievance within seven (7) days of its alleged occurrence to his/her Department Head/Elected Official, who shall attempt to resolve the dispute. The Elected Official/Department Head shall issue a written response to the grievance within five (5) days following receipt.

Step 2: If the grievant is not satisfied with the response of the Department Head/Elected Official, the grievant shall within seven (7) days following the receipt from the Department Head/Elected Official, submit the grievance to the County Manager. The County Manager and/or the County Manager's designee shall within ten (10) days of receipt of the Step 2 grievance, schedule a hearing for the grievant and his/her Union Representative to hear the employee's grievance. The County Manager and/or the County Manager's designee shall render a decision within ten (10) days following the meeting.

Step 3: If the Union is not satisfied with the County Manager's and/or the County Manager's designee's decision, the Union President or his/her designee may appeal the grievance to expedited arbitration, within thirty (30) days.

37.9 Time limits set forth in this procedure may be extended in writing by mutual Agreement, which shall not be unjustifiably denied.

37.10 Failure by either management or the employee, to meet the time requirements in the grievance procedure will mean the adjudication of the matter in the other's respective favor at the point in the grievance.

37.11 Selection of an Arbitrator:

- A. Within thirty (30) days of submission of the appeal for arbitration, the Union shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Union shall simultaneously copy the Employer when such request for a panel is made.
- B. Within 14 days of receipt of a list of arbitrators, the Union shall request a meeting with the Employer for the purpose of selecting the arbitrator. The parties shall select an arbitrator by alternately striking names from the list until one name remains. That person shall be the arbitrator. The party striking first shall be determined by lot. The final arbitrator shall be selected within thirty (30) days of receipt of the list of arbitrators.

37.12 Arbitrators shall render a decision within sixty (60) days from the close of the hearing of record.

37.13 The power of the Arbitrator shall be limited to interpreting this Agreement and determining if the disputed article has been violated.

37.14 The Arbitrator shall have no authority to alter, modify, vacate, or amend any terms of this Agreement.

37.15 The decision of the Arbitrator will be final and binding on both parties.

37.16 Attorney's Fees and Costs: The Employer and the Union shall equally share the costs of arbitration. For any dispute involving this contract, the parties, including the Employer, the Union, and the employee, shall pay their own attorney's fees, regardless of the outcome of the dispute.

37.17 All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or their designated representatives.

37.18 In the event the Arbitrator finds that it has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

ARTICLE XXXVIII-VACANCIES CIRCULARIZED

38.1 All vacant and newly created positions within the bargaining unit will be posted in-house in every department for five (5) days before being publicized outside County Departments.

38.2 At a minimum, job circulars for vacancies and newly created positions within the bargaining unit shall state the position employment status, position title, duties and responsibilities, qualifications, intended shift assignment, and rate of pay. It is recognized that the shift assignment may change as a result of the exercise of shift preference.

38.3 On-the-job experience and training, and time spent on temporary upgrades will be recognized when filling vacancies and newly created positions within the bargaining unit.

38.4 Qualified bargaining unit employees who apply for a vacant position within the unit will be given first consideration, provided the employee meets minimum qualifications. Where qualifications are equal, department seniority will prevail. The intent of this process is to give serious consideration to the best qualified employee from the bargaining unit, however, the Employer is not obligated to waive any requirements to fill any vacancies within the work unit.

38.5 Where holding a vacant, newly created position, or temporary upgrade would result in violation of a county policy, an employee will not be considered qualified candidate for the vacant, newly created position, or temporary upgrade.

ARTICLE XXXIX-TEMPORARY UPGRADE

39.1 Selection for temporary upgrade assignments for positions within the bargaining unit will be made from among qualified employees within the work unit by department seniority. If an employee resigns or is removed from his/her temporary upgrade position due to insufficient performance or disciplinary action, the employee will be disqualified from bidding for one (1) year.

39.2 Employees being trained at a higher classified position will be compensated at half of the difference between the training classification and his/her regular classification.

39.3 Sheriff's deputies who are assigned to act in the capacity of trainers or instructors shall be considered as being in at temporary upgrade, and Section 39.0 shall apply. Furthermore, members of the Sheriff's Office Special Response Team, who are called out in the capacity should be compensated at the upgraded rate for the period they are called out.

The Parties agree to meet and further discuss this Section on or after September 1, 2017, and before October 31, 2017.

- 39.4 For permanent positions that are vacated on a temporary basis, the Employer may use a temporary upgrade to temporarily fill the position. This temporary upgrade shall last no longer than one (1) year and shall be compensated at a rate of one half of the difference between the current rate of pay and the rate of pay for the upgraded position. After being upgraded for the one (1) year period, the same employee may not be marked up into the same position again for a six (6) month period.
- 39.5 For permanent positions that are permanently vacated, the Employer may use a temporary upgrade to temporarily fill the position. This temporary upgrade shall last no longer than six (6) months and shall be compensated at a rate of one half of the difference between the current rate of pay and the rate of pay for the upgraded position. After being upgraded for the six (6) month period, the same employee may not be marked up into the same position again for a six (6) month period.
- 39.6 When an employee holding a position within the bargaining unit is temporarily upgraded to a position that is not within the bargaining unit, the employee shall remain a member of the bargaining unit during the temporary upgrade.
- 39.7 When a bargaining unit employee is temporarily upgraded to a temporary position/assignment (i.e., a non-permanent position), the Employer may choose to discontinue the temporary position/assignment at any time and without cause. An employee removed from a temporary position that has been discontinued will be returned to the position the employee held prior to being temporarily upgraded.

ARTICLE XL-COPIES OF AGREEMENT

- 40.1 The Employer agrees to furnish each represented employee with a copy, printed/hardcopy or on a data storage device such as a compact disk, of this Agreement and any other Agreement reached within 60 days. Each employee is responsible for becoming familiar with any and all effective Agreements.
- 40.2 Each new represented employee will be provided with a copy, printed/hardcopy or on a data storage device such as a compact disk, of this Agreement upon being hired. The Union shall be provided with a reasonable number of Agreements (at least twenty (20)).

ARTICLE XLI-SAFETY

- 41.1 No County employee shall be required to perform work which is hazardous to their health or safety. An employee's refusal to perform hazardous work shall not justify any disciplinary action. No employee shall suffer loss of pay or privileges as a result of an action taken under this section. In cases where the employee disputes the existence of a hazard, the employee shall have the right to continue to refuse the work in question until the dispute has been settled by the Safety Committee.

- 41.2 Safety equipment required by the Employer will be furnished and maintained by the Employer, except safety prescription glasses. Prescription glasses will be provided on a one time bases when hired. Safety prescription lenses will be provided by the employer every other year.
- 41.3 Employees who are required to work under wet or oily conditions will be furnished with appropriate foot wear.
- 41.4 A Safety Committee will be established consisting of representatives from each department. The Union will appoint one member and one alternate to this committee to represent union issues. This committee shall meet on a monthly basis. The Safety Committee will develop policies and procedures to best protect the safety of the employees and the public. The Safety Policy, as developed, will be presented to the County Commission for approval.
- 41.5 No employee will be required to work with equipment that is not up to safety standards.
- 41.6 Police vehicles shall be checked monthly for all safety and mechanical points by a qualified mechanic. The points to be checked shall be in accordance with the standards set out by the New Mexico State Police.
- 41.7 At least three (3) uniformed, non-residential, non-administrative Sheriff's Deputies shall be on duty at all times.

ARTICLE XLII-PERSONNEL FILES

- 42.1 A copy of any material to be placed in the employee's personnel file must first be presented to the employee for his/her signature and review. If the employee refuses to sign, it will be so noted.
- 42.2 The employee shall have the right to answer any material filed and this answer shall be attached to the file copy. The employee shall have the right to file a grievance if he does not agree with the materials placed in his/her personnel file, as outlined in 36.10.
- 42.3 The employee shall have the right to examine all material in his/her personnel file. Copies of such materials shall be furnished to the employee upon request.

ARTICLE XLIII-INSURANCE

- 43.1 The County will pay 100% of the County-approved insurance plan premiums which will include at a minimum: health, dental, vision, and life insurance as well as single and family options.

ARTICLE XLIV-MILEAGE

- 44.1 Any employee required to use his/her personal vehicle for County business will be paid mileage at the rate set by the Grant County Commission.

ARTICLE XLV-HARASSMENT

- 45.1 The employer recognizes that no employee shall be subject to sexual harassment.
- 45.2 The employer recognizes that no employee shall be subject to any type of harassment.
- 45.3 The Employer, unless based on a bonafide occupational qualification, may not discharge, promote or demote any employee or discriminate in matters of compensation, terms, conditions or privileges of employment against any employee otherwise qualified because of race, age, religion, color national origin, ancestry, sex, physical or mental handicap or mental conditions; provided however that 29 U.S.C. Section 631 (c) (1) and (2) shall apply to discrimination based on age.

It shall be a prohibited practice for the Employer or any employee to:

- (1) aid, abet, incite, compel or coerce the doing of any unlawful discriminatory practice or to attempt to do so;
- (2) engage in any form of threats, reprisals or discrimination against any person who has opposed any unlawful discriminatory practice or has filed a complaint, testified or participated in any proceeding, including grievance, under this Agreement a complaint, testified or participated in any proceeding, including grievances, under this Agreement.

ARTICLE XLVI-COUNTY COMMISSION MEETINGS

- 46.1 The Employer agrees to provide the Union President or his/her designee with an advance copy of the following documents for upcoming County Board of Commissioners meetings: an agenda and minutes to be approved. The Employer shall also provide a final budget for every fiscal year starting in July upon reasonable written request by the Union. The Union shall also have access to any other public record that must be made available pursuant to County Ordinance or New Mexico State Statutes.
- 46.2 The Union President or his/her designee has the right to attend any open County Commission Meeting.

ARTICE XLVII-WORK CLOTHING

- 47.1 The County shall provide Road Department employees with three (3) new sets of uniforms and one pair of safety boots and a pair of safety gloves each year in accordance with the clothing allowance account described in the following paragraph. Employees shall wear and maintain these uniforms at their own expense. Safety boots and/or uniforms that are damaged or worn in the line of duty shall be replaced by the County with approval of the immediate supervisor.

Road Department employees clothing allowance: All uniformed Road Department employees covered by this agreement will be provided a yearly clothing allowance account in the amount of five-hundred-forty dollars (\$540.00) per year to purchase department approved clothing and personal properties. The Department Head shall maintain and monitor clothing allowance account balances. All purchases must be approved by the Department Head in advance. The clothing allowance must be exhausted within the calendar year, and any unspent balances will be forfeited.

47.2 County employees that are required to wear uniforms, gloves, safety toe boots and prescription safety glasses will be provided by the county. Safety toe boot allowance shall be \$150.00. Prescription safety glasses and frames will be replaced every two years (24 months). (This does not apply to Sheriff's Department employees.)

Note to employees: Employees who choose to wear denim pants rather than non-denim pants (such as Dickies) as part of his or her uniform, will be subject to taxation and the cost of the denim and laundering will be included in the employees respective paycheck as a fringe benefit for taxation purposes under federal law.

47.3 Sheriff's Department employees will receive a clothing allowance of \$45.00 per month for general maintenance and replacement of uniforms, which will be paid annually in December. Employees shall be professionally presentable at all times. In addition, each uniformed employee shall receive one (1) winter and one (1) summer uniform annually and a boot repair/replacement allowance of \$150.00 every twenty-four (24) months, beginning from the time of hiring. Those employees who wear business attire may use the allowed amount for the aforementioned yearly department uniform purchase toward the purchase of approved business attire in-lieu of uniform attire. Only those employees who wear a uniform or business suit are entitled to receive clothing allowance.

47.4 Uniformed Detention Center employees clothing allowance: All uniformed Detention Center employees covered by this agreement will be provided a yearly clothing allowance account in the amount of five-hundred-forty dollars (\$540.00) per year to purchase department approved clothing and personal properties. The Department Head shall maintain and monitor clothing allowance account balances. All purchases must be approved by the Department Head in advance. The clothing allowance must be exhausted within the calendar year, and any unspent balances will be forfeited.

47.5 New Sheriff's Department and Detention Office employees will receive, at the time of employment, three (3) pants, winter and summer shirts, one tie (if required) and one winter jacket if required to work outdoors.

47.6 The Maintenance Department employees receive seven pants and seven shirts with the option for laundered service.

ARTICLE XLVIII-WAGES

48.1 The Grant County Board of Commission has adopted a Resolution which became effective on January 1, 1992, in accordance with PERA guidelines adopting the most recent provisions of Section 10-11-5, NMSA in which the employer pays 75% of the employee's contribution to PERA.

48.2 Sheriff's Office Employees required to work shift work will be compensated an additional monetary rate for evening and night shift. The additional compensation shall be as follows:

Fifty five cents (.55) per hour increase for those employees working the 2:00 p.m. until 10:00 p.m. (“swing”) shift; and seventy-five (.75) cents per hour increase for employees working the 10:00 p.m. until 6:00 a.m. (“graveyard”) shift.

48.3 Detention Office Employees required to work shift work will be compensated an additional monetary rate for evening and night shift. The additional compensation shall be as follows:

Fifty five cents (.55) per hour increase for those employees working the 2:00 p.m. until 10:00 p.m. (“swing”) shift; and seventy-five (.75) cents per hour increase for employees working the 10:00 p.m. until 6:00 a.m. (“graveyard”) shift.

48.4 Based on current budgetary constraints, the parties will meet to discuss wages in September 2019.

ARTICLE XLIX-LONGEVITY PLAN

49.1 Employees with over five (5) years of continuous service with the county shall be compensated with an additional \$100.00 per month which shall be calculated into the employee hourly rate which is equal to 0.576 cents per hour.

49.2 Employees with over fifteen (15) years of continuous service with the county shall be compensated with an additional \$150.00 per month which shall be calculated into the employee hourly rate which is equal to 0.865 cents per hour.

ARTICLE L- FIREARMS AND AMMUNITION

50.1 The County shall provide service, repair or replacement of same make and model of personal firearms for any losses arising out of the course and scope of employment. The County shall provide for ammunition for required qualifications and training. Should firearms be confiscated for evidence, the County will provide the employee with an appropriate firearm.

50.2 The Sheriff’s Department will provide ammunition for 9-millimeter caliber, 45 calibers, 40 calibers, and 357 sig or for any department issued weapon. Any other calibers ammunition will be provided by the deputy. Any other use of caliber other than those listed above will be provided by the individual officer.

ARTICLE LI-SAVINGS CLAUSE

51.1 All benefits not changed by this Agreement that are now being received by the employees in the bargaining unit shall remain in full force and effect.

51.2 If any section or provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected and the parties will meet within thirty (30) days to negotiate a suitable section or provision to replace that which was held invalid.

ARTICLE LII-JOB DESCRIPTION

52.1 The employer agrees to meet and confer prior to finalizing any changes in job descriptions and new job classifications.

ARTICLE LIII-DEPARTMENT ISSUED EQUIPMENT

53.1 Department-issued equipment which is lost, stolen or damaged in the course of official duty, will be replaced or repaired at County expense, unless it is determined that the employee was negligent.

53.2 Required personal equipment, which is used by the employee and approved by the Department Head; in the course and scope of their duties, which is damaged will be repaired or replaced with the same make and model by the employer.

53.3 If the equipment and clothing required by the County for the members of the Sheriff's Department Special Response Team is not provided by the "Joint Task Force," the County shall issue uniforms and equipment for the Special Response Team.

53.4 Any equipment and clothing required by the County for members of the GCDC "SERT" Team or any other GCDC specialized assignment shall be issued by the County.

ARTICLE LIV-OUTSIDE EMPLOYMENT

54.1 Any employee may seek and hold outside employment as long as the employment does not conflict with the employee's scheduled hours, the job is not of a nature to conflict with department policy or functions and the job is not with another department of the county or agency the employer is fiscal agent for or a special district that was formed by a Joint Powers Agreement by the employer.

ARTICLE LV-COMMITTEES

55.1 Union Management Committee:

- A. The Union and the Employer may create a Union Management Committee. Employees and Management shall have no more than four (4) representatives on the Union Management Committee. The purpose of these meetings shall be to foster good employee-management relations through Union-Employer communications. Either party may request a meeting of the Union Management Committee by submitting a formal written request or at a mutually agreed date and time.
- B. If requested, the subject of these meetings may include the following subjects:
 1. The administration of the Agreement;
 2. General information of interest to the parties;
 3. The views or suggestions of both parties on subjects of interest;

4. Changes contemplated by the employer in non-bargainable condition of employment, which may affect employees in the bargaining unit;
5. The development of joint recommendations (Memorandum of Understanding) of the employer and the Union with regard to terms and conditions of employment not within the scope of authority of the department is shall be submitted to the person, organization, Board of County Commissioners, agency or cabinet having the authority to approve the recommendation; and
6. The review and recommendations concerning personnel policies.

C. This section does not create an obligation on the Employer to obtain the approval of or confer with the Union on the creation or revision of personnel policies or Standard Operating Procedures that address matters that are not expressly set forth in this contract.

ARTICLE LVI-RESIDENT DEPUTY SHERIFF'S

56.1 Within Grant County there are two (2) Resident Deputy Sheriff Districts. They are: Cliff/Gila and Mimbres.

CONDITIONS OF EMPLOYMENT

56.2 There are several considerations that apply to the Resident Deputy that make the position different than that of a Patrol Deputy assigned to the Sheriff's Department. The Standard Operation Procedure (SOP) for the Sheriff's Department recognized that the Resident Deputy situation differs from that of the other deputies assigned to the Sheriff's Department. The contract recognizes that this position is different and the employment procedures for the Resident Deputy Sheriff must accommodate this unique position.

56.3 The Resident Deputy must live in the District that they serve in. Residency must be established within sixty (60) calendar days from the date of employment or appointment.

56.4 Resident Deputies will be required to respond to calls at times other than the normal eight (8) hour workday, and must be in an "on call" basis when in their district, other than when they are on vacation. This requires twenty-four (24) hour availability for call-out during the work week when they are in their district.

56.5 The Resident Deputy must routinely respond into situations where there is no immediate supervision; therefore, this Deputy must exhibit a level of common sense and a knowledge of the laws of the State and County that extend beyond that expected of those Deputy Sheriffs who patrol under the guidance of the shift commander. A Resident Deputy must have a minimum of two (2) years law enforcement experience. Resident Deputies shall report to the Patrol Division and be under the supervision of the Division Commander or supervisory-rank designee.

The current ranks of employees holding Resident Deputy positions at the time this Agreement becomes effective shall not be affected by the amendments made to this subsection.

WORK HOURS

56.6 A Resident Deputy Sheriff's work week shall be defined as Sunday, 00:01 a.m. through Saturday 2400p.m (Sunday 00:01 a.m. to Saturday 11:59 p.m.) The work schedule shall consist of five (5) working days within the seven (7) day period. The employee shall be entitled to a fifteen (15) minute rest period for each four (4) hours worked and paid thirty (30) minute lunch break subject to call-out for each eight (8) hours worked in a workday.

56.7 A Resident Deputy Sheriff is expected to be engaged in continuous operations as defined by Article 9.2 of this contract. However due to the conditions of the position, the provisions of the Fair Labor Standards Act (29 U.S.C.), Article 207 (k) (2) apply. This entitles the Resident Deputy Sheriff to a mandatory fifty-four (54) hours rest during the seven (7) day period. Unless called-out for an emergency, the Resident shall have a continuous rest period of six (6) hours for districts having more than one (1) Resident Deputy and four (4) hours for single Deputy Resident districts. An emergency shall be any condition, which threatens life and/or limb or is declared as such by the Sheriff. Resident Deputies working in a voluntary overtime situation create a waiver of the mandatory rest period.

56.8 Resident Deputy Sheriff's are required to work forty (40) hours during the workweek excepting as provided by authorized absence.

56.9 Resident Deputy Sheriff's shift will commence the moment they advise the dispatcher that they are on duty or when they leave home with the exception of training duties at locations outside Grant County.

56.10 Article 9.5 applies to Resident Deputy Sheriff's.

OVERTIME

56.11 Resident Deputy Sheriff's will be paid at the rate of time and one half (1 ½) for all hours worked in excess of forty (40) hours per work week. The Resident Deputy will flex out call out time where possible on a day-to day basis. The following exceptions apply:

- A. All hours in excess of sixteen (16) hours in a twenty-four (24) hour period shall be considered overtime and shall be paid at the rate of one and one-half (1 1/2) time.
- B. Resident Deputies required to work seven (7) consecutive days will receive double time for the seventh consecutive day within the employees work week.
- C. For the purpose of computing overtime, paid vacations shall be considered time worked.

CONSECUTIVE SHIFTS

56.12 Article 12 does not apply to Resident Deputy Sheriff's.

CALL-IN GUARANTEE

56.13 A Resident Deputy Sheriff called back to work, in addition to his/her normal work schedule, will be guaranteed for each such call-in a minimum of two (2) hours and shall be compensated for all such time at a rate equal to his/her regular pay, or accrued as flex time at the Sheriff's discretion. Time worked will be computed from the time the employee is contacted but shall not exceed thirty (30) minutes travel time.

STAND-BY-STATUS

56.14 Article 18 does not apply to Resident Deputy Sheriff's.

ARTICLE LVII-TERM OF AGREEMENT

57.1 The terms and conditions of this Agreement shall continue in full force and effect commencing once all signatures have been entered below and terminating June 30, 2020. Should either party to this Agreement request the opening of negotiations, this Agreement and the conditions herein will continue in effect until new agreement is reached.

57.2 If either party requests negotiations for a new Agreement, and said negotiations extend beyond any expiration date mentioned, this Agreement will remain binding and in full force and effect until a new Agreement is signed between the parties.

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ARTICLE LVIII-TERMINATION

This Agreement shall be effective as of the date above first written, and shall be binding upon the Employer, the Union and members of the bargaining unit and shall remain in full force and effect through June 30, 2020.

PASSED, APPROVED and ADOPTED, this _____ 18 day of October 2018.

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL
EMPLOYEES COUNCIL 18, GRANT COUNTY
PUBLIC EMPLOYEES, LOCAL 2516, BLUE
COLLAR/CLERICAL BARGAINING UNIT:



MANUEL J. MALDONADO
PRESIDENT

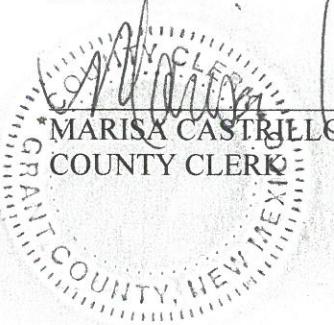


MICHAEL BURNS
VICE PRESIDENT

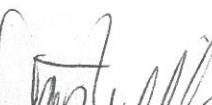
UNION REPRESENTATIVE

UNION REPRESENTATIVE

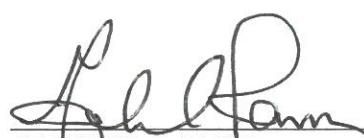
ATTEST:



*MARISA CASTRILLO
COUNTY CLERK



BOARD OF GRANT COUNTY
COMMISSIONERS:



GABRIEL RAMOS
COMMISSIONER DISTRICT 1

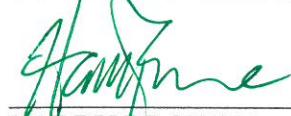


BRETT KASTEN
COMMISSIONER DISTRICT 2



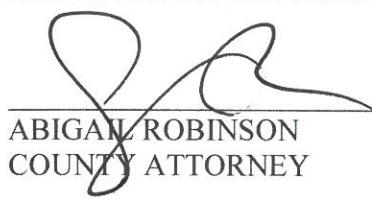
ALICIA EDWARDS
COMMISSIONER DISTRICT 3

GERALD W. BILLINGS, JR.
COMMISSIONER DISTRICT 4



HARRY BROWNE
COMMISSIONER DISTRICT 5

APPROVED AS TO FORM ONLY:



ABIGAIL ROBINSON
COUNTY ATTORNEY